



**CITY COMMISSION MEETING  
AGENDA FOR JULY 14, 2020  
5:30 PM  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

*Seating for the public at the Commission Meeting will be limited to 15 people on a first come basis. Those attending in person may make public comments in person. Anyone who would like to make public comments virtually may do so by filling out a Public Comment Sheet and returning it to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting. 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**

McCracken County Sports Commission Activity Update - Jim Dudley

City of Paducah Building Assessment - Baccus Oliver, Marcum Engineering

*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.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>	
	A.	Approve Minutes for June 24, 2020 & July 7, 2020	
	B.	Receive & File Documents	
	C.	Personnel Actions	
	D.	Declaration of Trust and Trust Participation Agreement for the Kentucky League of Cities Workers' Compensation Trust - <b>S SUAZO</b>	
	E.	Trust Participation Agreement – Kentucky League of Cities Insurance Services – General Insurance Trust - <b>S SUAZO</b>	
	F.	2020 Kentucky League of Cities (KLC) Insurance Services Workers' Safety Grant Application and Acceptance - <b>S SUAZO</b>	
	G.	2020-2021 Kentucky Hazardous Waste Grant Acceptance - <b>C YARBER</b>	
	H.	Authorizing the agreement with Data Records Management Services to perform the Police Department digitization project that is being funded by the KDLA Local Records Program Grant in the amount \$33,529 - <b>B LAIRD</b>	

		I.	Acceptance of the 2020 National Endowment for the Arts Art Works grant in the amount of \$10,000 for the development and implementation of a Creative Entrepreneurship Program - <b>L PARISH</b>
		J.	FY2021 Contract with WKCTC for \$85,000 for Operation of Public and Government Access Channels - <b>P SPENCER</b>
		K.	Accept Donation of Property Located at 2011 Guthrie Avenue - <b>G CHERRY</b>
		L.	Purchase of Mowers in an amount of \$76,761.98 for Paxton Park Golf Course - <b>M THOMPSON</b>
		M.	Application for the State and Local Government Financial Wellness Grant through the Kentucky League of Cities - <b>S SUAZO</b>
		N.	Accepting delivery of Deed of Conveyance on behalf of the Commissioners of Paducah Water from the Paducah-McCracken County Industrial Development Authority for purposes of making improvements to the City's water distribution system - <b>J PETERSON</b>
		O.	Authorize the Finance Director to Call the Series 2011 General Obligation Bond and Retire Debt Service related to the Bond Issue - <b>J ARNDT</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>	
		A.	Authorize the Finance Director to make payment to Western Surety Company for the Pump Station #2 Project - <b>R MURPHY</b>
		B.	Municipal Order Directing the City Manager to Continue the Pause of the Lose Associates Agreement until January 2021 - <b>J ARNDT</b>
		C.	Adopt the 2020 Our Paducah Strategic Plan - <b>M SMOLEN</b>
	<b>III.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>	
		A.	Rezoning of 5802 Commerce Drive - <b>T TRACY</b>
		B.	A Change Order to the Agreement with Jim Smith Contracting, LLC for the 2018-2019 Resurfacing Program to Include Contract Pricing for Pavement Markings - <b>R MURPHY</b>
		C.	Approve the Transfer of Municipally Owned Properties Located throughout Paducah to the Joint Sewer Agency - <b>J HODGES</b>
	<b>IV.</b>	<b><u>COMMENTS</u></b>	
		A.	Comments from the City Manager

		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	V.	<b><u>EXECUTIVE SESSION</u></b>	

June 24, 2020

At a Called Meeting of the Board of Commissioners, held on Wednesday, June 24, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243, all members of the Board of Commissioners participated using video teleconferencing. Further, this meeting was not open to the public. The public was invited to view the meeting on YouTube at <https://www.youtube.com/user/paducahkygov> or on the government access channel Government 11 (Comcast channel 11).

### **INVOCATION**

Commissioner McElroy led the invocation.

### **PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

### **CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. There were no items removed. The Mayor asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the June 9, 2020, City Commission Meeting.
I(B)	Receive and File Documents: <i>Contract File:</i> <ol style="list-style-type: none"><li>1. Caronavirus Emergency Supplemental Funding Grant – DOJ - \$36,344 (MO #2343)</li><li>2. Amendment No. 1 to Memorandum of Understanding with Sprocket, Inc. (MO # 2347)</li></ol>
I(C)	Reappointment of Bill Bone, Stewart Tom Shoulta and Fay Kimmins to the Paducah-McCracken County Senior Citizens., Inc., Board. Said terms shall expire June 30, 2023
I(D)	Reappointment of Phyllis Clymer to the Civic Beautification Board. Said term shall expire July 1, 2024.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SHORT FORM AGREEMENT WITH HDR ENGINEERING, INC. IN AN AMOUNT OF \$40,000 FOR PROFESSIONAL SERVICES RELATED TO GRANT WRITING ASSISTANCE, FEASIBILITY STUDY AND ENVIRONMENTAL ASSESSMENT FOR THE SPROCKET MAKERSPACE (MO #2348)

June 24, 2020

I(G)	A MUNICIPAL ORDER ADOPTING THE FY2020-2021 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO #2349)
I(H)	A MUNICIPAL ORDER ADOPTING THE FY2020-2021 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO #2350)
I(I)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE GROUP LIFE INSURANCE BENEFITS PROPOSAL WITH ANTHEM LIFE INSURANCE COMPANY IN A TOTAL ANNUAL GROUP PREMIUM AMOUNT OF \$44,367.36 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2351)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES (MO #2352)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES (MO #2353)

Mayor Harless offered motion, seconded by Commissioner Wilson, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless. (5)

### **ORDINANCE - ADOPTION**

#### **INTENT TO ANNEX 1815 OLIVET CHURCH ROAD, 6215 BLANDVILLE ROAD AND 5269 HINKLEVILLE ROAD**

Mayor Harless offered Motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE DECLARING THE CITY OF PADUCAH'S INTENT TO ANNEX CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS." This ordinance is summarized as follows: An ordinance approving the intent to annex and declaring it desirable to annex certain tracts of property contiguous to the present city limits, located at 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road, containing 8.6 acres, more or less.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless. (5) (ORD 2020-06-8640)

June 24, 2020

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2020, through June 30, 2021, by estimating revenues and resources and appropriating funds for the operation of City Government at \$106,337,340, and summarized by fund as follows:

<b>FUNDS</b>	<b>APPROPRIATIONS</b>
GENERAL	\$35,888,465
MAP	1,471,000
INVESTMENT	5,113,560
CDBG	200,000
E911	2,205,665
COURT AWARDS	70,750
DEBT	4,470,945
CIP	21,073,075
BOND FUND	19,756,000
SOLID WASTE	5,928,250
SECTION 8	93,825
TRANSIENT BOAT DOCK	105,605
CIVIC CENTER	85,600
RENTAL	132,210
RADIO DEPR	888,485
FLEET MAINTENANCE	594,225
FLEET LEASE TRUST	1,999,000
INSURANCE	1,437,405
HEALTH INSURANCE	3,729,000
AEPF	13,625
PFPF	1,011,350
OTHER TRUSTS	69,300
	<b>\$106,337,340</b>

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless. (5) (**ORD 2020-06-8641**)

**ORDINANCE INTRODUCTION:**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING THE SALE OF PROPERTY AT 5400 COMMERCE DRIVE TO KSR LEGACY INVESTMENT, CORP. PURSUANT TO AN OPTION TO PURCHASE, IN CONJUNCTION WITH McCRACKEN COUNTY, KENTUCKY, WITH RESPECT TO A PUBLIC

June 24, 2020

PROJECT; AND AUTHORIZING THE EXECUTION OF LEGAL DOCUMENTS RELATED THERETO.” This ordinance is summarized as follows: Authorization for the Mayor to execute a deed by and between the City of Paducah, Kentucky and McCracken County, Kentucky, as Grantors, and KSR Legacy Investment Corp. (or its permitted assignee, if any), as Grantee, for the purpose of conveying the Premises in exchange for payment of \$3,600,000.00 which is the option price in an Amendment to and Assumption of Lease Agreement dated on or about May 21, 2020, with KSR Legacy Investment, Corp., and for the execution of any and all other documents necessary to close on said transaction not inconsistent therewith and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City or the City Manager.

## **DISCUSSION:**

Public Information Officer Pam Spencer offered the following summary of the Discussion concerning reopening playgrounds and basketball courts:

### **Discussion About Reopening Playgrounds, Splashpads, and Basketball Courts**

*“The Paducah Board of Commissioners and Parks & Recreation Department Director Mark Thompson discussed the reopening of playgrounds, splashpads, and basketball courts. In mid-March, the City restricted access to those parks amenities in an effort to reduce the spread of the coronavirus as recommended by State and federal guidelines and Governor Beshear’s March 19 Executive Order prohibiting mass gatherings.*

*Thompson said he participated in a meeting today with the Centers for Disease Control and Prevention along with the National Recreation and Park Association to discuss recommendations for reopening playgrounds. The recommendations include a thorough initial cleaning since playgrounds have been closed for months and then daily disinfecting. Other guidelines include proper signage that would include safety recommendations and the maximum capacity of children based upon the playground’s square footage. Another guideline includes the placement of hand sanitizing stations next to the playgrounds. Thompson hopes to be able to announce the reopening of Paducah’s playgrounds in early July.*

*Regarding the Robert Coleman Sprayground and the splashpad at the Pat & Jim Brockenborough Rotary Health Park, the Parks staff is working on getting the mechanical components and signage ready to reopen those two facilities in mid-July.*

*At this time, Thompson says he has not received enough guidance from federal and state authorities on how to safely reopen the public basketball courts. He has asked the Purchase District Health Department to gather information from the State.”*

## **COMMENTS FROM CITY MANAGER**

- Confirmed that there will be a called Commission Meeting on July 7, 2020, at 5:30 to adopt the Ordinance for the sale of 5400 Commerce Drive

## **COMMENTS FROM THE COMMISSIONERS**

June 24, 2020

- Commission Abraham started a discussion concerning the proper way for people to conduct protests. They should be following guidelines and established rules. The City Manager reiterated that according to Guidelines, gatherings of up to 50 people will be allowed after June 29. Mark Thompson, Parks & Recreation Director, said that the permitting process will begin July 1. All permitting guidelines will be in place.

**ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 6:25 p.m.

ADOPTED: July 14, 2020

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

July 7, 2020

At a Called Meeting of the Board of Commissioners, held on Tuesday, July 7, 2020, at 5:00 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243, all members of the Board of Commissioners participated using video teleconferencing. Further, this meeting was not open to the public. The public was invited to view the meeting on YouTube at <https://www.youtube.com/user/paducahkygov> or on the government access channel Government 11 (Comcast channel 11).

### **INVOCATION**

Commissioner McElroy led the invocation.

### **PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

### **ORDINANCE - ADOPTION**

#### **SALE OF 5400 COMMERCE DRIVE TO KSR LEGACY INVESTMENT CORPORATION**

Mayor Harless offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING THE SALE OF PROPERTY AT 5400 COMMERCE DRIVE TO KSR LEGACY INVESTMENT, CORP. PURSUANT TO AN OPTION TO PURCHASE, IN CONJUNCTION WITH McCRACKEN COUNTY, KENTUCKY, WITH RESPECT TO A PUBLIC PROJECT; AND AUTHORIZING THE EXECUTION OF LEGAL DOCUMENTS RELATED THERETO." This ordinance is summarized as follows: Authorization for the Mayor to execute a deed by and between the City of Paducah, Kentucky and McCracken County, Kentucky, as Grantors, and KSR Legacy Investment Corp. (or its permitted assignee, if any), as Grantee, for the purpose of conveying the Premises in exchange for payment of \$3,600,000.00 which is the option price in an Amendment to and Assumption of Lease Agreement dated on or about May 21, 2020, with KSR Legacy Investment, Corp., and for the execution of any and all other documents necessary to close on said transaction not inconsistent therewith and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City or the City Manager.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless. (5) (**ORD 2020-07-8642**)

### **ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 5:06 p.m.

ADOPTED: July 14, 2020

July 7, 2020

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

July 14, 2020

Minute File:

1. Notice of Called Meeting for June 24, 2020 & Notice of Cancellation June 23, 2020 of the Board of Commissioners of the City of Paducah, Kentucky
2. Notice of Called Meeting for July 7, 2020 of the Board of Commissioners of the City of Paducah, Kentucky

Contract File:

1. Contract For Services – City of Paducah and HDR Engineering – Sprocket EDA Grant – Grant Writing Assistance - \$40,000 – **(MO #2348)**
2. Proposal – Change in Group Life Insurance – Anthem Life – **(MO #2351)**
3. Contract For Services – Change Order – Tyler Technologies – ERP Contract Amendment **(MO #2352)**
4. Contract For Services – City of Paducah and GPEDC, Inc. July 1, 2020 through June 30, 2021 - \$250,000 **(MO #2353)**
5. Addendum to Contract with Evrard – Paducah Health Park – Phase 2 – **(ORD 2019-12-8603)**

Financials File:

1. Paducah Water Financial - May 2020

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.

*Michelle Smolen*

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City Manager's Office Signature

7/9/2020

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Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
July 14, 2020**

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

**PARKS & RECREATION**

<b><u>POSITION</u></b>	<b><u>RATE</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Sanderson, Gary Park Ranger	\$10.00/hr	NCS	Non-Ex	July 16, 2020

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

**HUMAN RESOURCES & RISK**

<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Suazo, Stefanie E. Director of HR \$42.68/hr	Director of HR \$43.75/hr	NCS	Ex	July 16, 2020

**PUBLIC WORKS**

<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Evans, Leslie E. Parks Maintenance Superintendent \$31.18/hr	Landscape Supervisor \$28.42/hr	NCS	Ex	July 2, 2020

**TERMINATIONS - FULL-TIME (F/T)**

**POLICE OPERATIONS**

<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Orazine, Wesley R. Police Captain	Retirement	July 31, 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** Declaration of Trust and Trust Participation Agreement for the Kentucky League of Cities Workers' Compensation Trust - **S SUAZO**

**Category:** Municipal Order

**Staff Work By:** Stefanie Suazo

**Presentation By:** Stefanie Suazo

**Background Information:** Insurance regulations as they pertain to self-insured associations requires pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

If yes, please list the Action Step Item Codes(s):

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

**Staff Recommendation:** Sign KLC Participation Agreement to remain in self-insured pool.

**Attachments:**

1. Declaration of Trust and Trust Participation Agreement KLC
2. Municipal Order

City Of Paducah

DECLARATION OF TRUST  
AND  
TRUST PARTICIPATION AGREEMENT  
FOR THE  
KENTUCKY LEAGUE OF CITIES  
WORKERS' COMPENSATION TRUST

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the "KLCIS") an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

WITNESSETH:

**WHEREAS**, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

**WHEREAS**, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the "Trust"), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

**WHEREAS**, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

**NOW, THEREFORE**, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

**SECTION 1. DECLARATION OF TRUST.** The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and

held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

**SECTION 2. MEMBERSHIP.** Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

**SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS.** Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

**SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP.** The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such

termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

**SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL.** Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

**SECTION 6. TRUST DISSOLUTION.** The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

- a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
- b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
- c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
- d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

**SECTION 7. FUNDING OF THE TRUST.** The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

**SECTION 8. INDEMNITY AGREEMENT.** The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

**SECTION 9. USE OF TRUST FUNDS.** All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of the participating members. No funds of the Trust shall be expended for any purpose other than the payment of claims and related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

**SECTION 10. INVESTMENT OF TRUST FUNDS.** All funds of the Trust which are not needed to pay current obligations shall be invested by, or at the direction of, the Board of Trustees in accordance with the requirements set forth in the Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 055.

**SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS.**

Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty-six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to-contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustee may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

**SECTION 12. EXCESS INSURANCE.** The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

**SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES.** The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the

judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

**SECTION 14. BOARD OF TRUSTEE REPORTS.** The Board of Trustees shall be required to make the following reports:

- a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
- c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

**SECTION 15. MEMBER REPORTS.** Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

**SECTION 16. RISK MANAGEMENT.** The Board of Trustees, or its designated service company, shall develop and implement a risk management program designed to minimize the workers' compensation liability of the participating members. The participating members shall follow the risk management recommendations of the Board of Trustees and its service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by

the participating members.

**SECTION 17. COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND.** To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

**SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT.** Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

**SECTION 19. DOCUMENTS INCORPORATED BY REFERENCE.** The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

**SECTION 20. BINDING NATURE OF THE AGREEMENT.** This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

**SECTION 21. INTERPRETATION.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

**SECTION 22. SEVERABILITY.** If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

**SECTION 23. AUTHORIZATION OF SIGNATURE PAGES.** This Agreement may be executed in any number of counterparts, each of which shall be an original.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be approved

and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES  
INSURANCE SERVICES

MEMBER/CITY/AGENCY # 5429

BY:   
Chairman, KLCIS  
Board of Trustees

BY: \_\_\_\_\_  
Chief Executive Officer

DATE: 7/1/2020

DATE: \_\_\_\_\_

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A  
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE  
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKERS  
COMPENSATION TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute  
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities  
Insurance Services for the Workers Compensation Trust.

SECTION 2. 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, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\mo\ aagree – Declaration of Trust & Trust Participation KLC 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** Trust Participation Agreement – Kentucky League of Cities Insurance Services – General Insurance Trust - **S SUAZO**

**Category:** Municipal Order

**Staff Work By:** Stefanie Suazo

**Presentation By:** Stefanie Suazo

**Background Information:** Insurance regulations as they pertain to self-insured associations requires pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

**If yes, please list the Action Step Item Codes(s):**

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

**Staff Recommendation:** Sign KLC Participation Agreement to remain in self-insured pool.

**Attachments:**

1. Trust Participation Agreement - General Insurance Trust
2. Municipal Order

**City Of Paducah**

**TRUST PARTICIPATION AGREEMENT  
FOR THE  
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES  
GENERAL INSURANCE TRUST**

This TRUST PARTICIPATION AGREEMENT (the "Trust Agreement") is made and entered into by and between the KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "KLCIS"), an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments and other public agencies and political subdivisions, members of the KLCIS and signatories hereto.

**WITNESSETH:**

**WHEREAS**, various cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the INTERLOCAL AGREEMENT TO ESTABLISH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "Interlocal Agreement"), as authorized by sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes ("KRS"); and

**WHEREAS**, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a GENERAL INSURANCE TRUST (the "Trust"), whereby the participating members pool their funds in order to provide self-insurance and/or third-party insurance against various public liability exposures, including, but not limited to, general, professional and auto liability, and related claims; and

**WHEREAS**, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

**NOW, THEREFORE**, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

**SECTION 1. MEMBERSHIP.** Only those cities, urban-county governments and other public agencies and political subdivisions of the Commonwealth that are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. Each participating member agrees that at all times it will abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement and all rules, regulations, standards and procedures adopted by the Board of Trustees.

**SECTION 2. TERMINATION OF TRUST PARTICIPATION.** The Board of Trustees shall have the authority to terminate member's participation in the Trust for any failure to abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust

Agreement, or any rules, regulations, standards or procedures adopted by the Board; for failure to timely pay any annual or supplementary contributions established by the Board; or for any other action or omission that is deemed by the Board to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to, an unfavorable loss experience.

Before terminating any member's participation in the Trust, the Board shall give the member at least thirty (30) days written notice of the termination. In the case of a termination or any reason other than the non-payment of contributions, the notice of termination shall inform the participating member that a hearing may be requested. In the event of a termination for non-payment of contributions, the member shall have no right to a hearing. All terminations shall be effective as of the date and upon the terms and conditions specified by the Board in its notice of termination or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination, except as may be provided in this Trust Agreement.

After termination, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

**SECTION 3. MEMBER WITHDRAWAL.** Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board shall send a written acknowledgment of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

**SECTION 4. FUNDING OF THE TRUST.** The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members, through the income earned from the investment of Trust funds by the Board, and through any other moneys which may be lawfully received by the Board and made a part of the Trust's assets. All annual and supplementary contributions shall be computed and established by the Board based on actuarial evaluations, ratings plans, and other analyses of the amounts necessary for the payment of claims and losses, the payment of premiums for insurance and excess or re-insurance, the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued and sold or other debt which may be incurred to fund the operations of the Trust as authorized by Section 5 of the Interlocal Agreement, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of the Trust reasonably and lawfully incurred, including any expenses related to the issuance of revenue bonds or the incurrence of other debt to fund the operations of the Trust.

The Board shall certify to each participating member the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay all annual and supplementary contributions established by the Board. Any delinquent payments shall be paid with interest calculated from the date of delinquency to the date of payment at a

rate equal to the highest annual interest rate at which any of the funds of the Trust are invested on the date the payment became past due.

**SECTION 5. ANNUAL AND SUPPLEMENTARY CONTRIBUTIONS.** In order to become and remain a participating member of the Trust, each member shall make and hereby agrees to make an annual contribution to the Trust. The amount of the annual contribution to be paid by each participating member shall be established by the Board based on the criteria set forth in Section 4 above and such other criteria as the Board in its discretion may establish in order to ensure the solvency of the Trust and an equitable distribution of costs, and to promote the purposes and objectives of the KLCIS and the Trust. If, in the opinion of the Board, the assets of the Trust are at any time in any fiscal year insufficient to enable the Trust to discharge its legal liabilities and other obligations and to maintain required reserves, the Board shall have the right to adopt a plan for the elimination of such deficit, which plan may include the establishment of supplementary contributions to be paid by each member which participated in the Trust during any part of the fiscal year to which the deficit is assignable. Supplementary contributions shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members the year in which such deficit occurs. Prior to the beginning of each fiscal year, the Board shall, by resolution, establish the maximum amount of supplementary contributions that members may be required to make for the ensuing fiscal year. All supplementary contributions shall be due and payable by each member when notice of the supplementary contribution is received and shall be delinquent thirty (30) days thereafter.

**SECTION 6. SCOPE OF COVERAGE.** The extent (terms, conditions and exclusions) of the insurance coverage afforded to each participating member by the Trust shall be set forth in an insurance policy document (the "Coverage Certificate"), which shall be approved by the Board and issued to each participating member. The Trust shall pay from Trust assets all claims and losses of the participating members, exclusive of any applicable deductible amounts, which are incurred during the period of membership and which are covered under the terms and conditions of the Coverage Certificate. The Board shall establish the types and monetary levels of coverage for which the Trust shall indemnify its participating members, including provisions for levels of coverage (deductibles) for which the participating members shall be individually responsible. The types and levels of coverage may vary according to population classification, the mutual agreement of the Board and a participating member, or such other criteria as may be established by the Board. The Coverage Certificate may be amended from time to time by the Board to protect the financial solvency of the Trust or to reflect the desires of the participating members; provided that the participating members shall be notified in writing at least thirty (30) days in advance of the effective date of any Coverage Certificate amendment.

**SECTION 7. REINSURANCE OR EXCESS INSURANCE COVERAGE.** The Board is authorized to obtain re-insurance or excess insurance coverage in such specific and aggregate amounts and with such retentions as the Board may deem necessary or as may be required by any law or regulation to protect the financial solvency of the Trust.

The Board is also authorized to obtain other insurance, letters of credit, lines of credit, or other funding facilities from financial institutions, which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves.

**SECTION 8. USE OF TRUST ASSETS.** All assets of the Trust shall be the property of the

participating members. No assets of the Trust shall be appropriated for any purpose other than the following: the payment of covered claims and losses; the payment of all reasonable and lawful expenses of the Trust; the establishment and maintenance of reasonable reserves; the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued or other debt which may be incurred to fund the operations of the Trust; and the distribution of surplus assets to eligible Trust members in accordance with Section 9 of this Trust Agreement.

#### **SECTION 9. CALCULATION AND DISTRIBUTION OF SURPLUS TRUST ASSETS.**

- A. Subject to the limitations imposed in this section and elsewhere in this Trust Agreement, the Board, in its sole discretion, may make periodic distributions of surplus Trust assets. The Board shall have the authority to decide when the distribution of surplus Trust assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus Trust assets, but only in accordance with the provisions of this Trust Agreement and the formula for the distribution of surplus Trust assets adopted by the Board.

No Distribution of surplus Trust assets shall be made sooner than three (3) years from the inception of the Trust. No surplus Trust assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year.

- B. The distributable surplus Trust assets for any fiscal year shall be those Trust assets remaining after:
- (I) payment has been made for all claims, losses and expenses, including principal, interest and premium, if any, on any outstanding revenue bonds or other debt, due and payable in that fiscal year;
  - (II) reasonable reserves have been established for claims previously occurring and reported, and expenses associated therewith;
  - (III) reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith;
  - (IV) reasonable reserves have been established to secure the payment of the principal of, premium, if any, and interest on any revenue bonds or other debt which may be outstanding;
  - (V) reasonable reserves have been established for future adverse loss deviation and expenses associated therewith; and
  - (VI) reasonable reserves have been established to cover bad debts, unless waived by the Commissioner of the Kentucky Department of Insurance.
- C. The Board shall calculate each participating member's proportionate share of surplus Trust assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the trust was created. The formula may include any factors which, in the discretion of the Board, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experiences; individual member contributions relative to total contributions; the duration of Trust participation; and the

overall loss experience of the Trust. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the participating member's proportionate share of surplus Trust assets.

- D. No former member shall be entitled to receive any distribution of surplus Trust assets. Surplus Trust assets shall be distributed only to members which are participating members at the time a distribution of surplus Trust assets is declared by the Board.
- E. Any participating member may elect to have the distribution of its proportionate share of surplus Trust assets applied as a credit against future annual or supplementary contributions.

**SECTION 10. PARTICIPATING MEMBER'S DUTIES IN THE EVENT OF AN OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT.** In the event of an occurrence, incident, wrongful act, error, omission, or other circumstance which could, without regard to any deductible limits, reasonably be expected to result in a claim or claims against the participating member within the scope of the insurance coverage provided by the Trust, the participating member shall report such occurrence, incident, wrongful act, error, omission, or other circumstance to the claims handling agent designated by the Board in the manner and within the time limit set by the Board or as set forth in the Coverage Certificate.

In the event a claim or suit is brought against the participating member, the participating member shall immediately forward to the claims handling agent designated by the Board a copy of every notice, summons or other legal process received by the participating member.

The participating members shall cooperate fully with the claims handling agent designated by the Board in the investigation of any occurrence, incident, wrongful act, error, omission, or other circumstance which may result in a claim or loss within the scope of the insurance coverage provided by the Trust and shall cooperate fully in the settlement or defense of any claim or suit which may result in a loss within the scope of the insurance coverage provided by the Trust.

**SECTION 11. DEFENSE OF CLAIMS.** To the extent of the participating member's coverage limit, as set forth in the Coverage Certificate the Trust shall defend in the name of and on behalf of each participating member any suits or other legal proceedings which may at any time be instituted against the participating member involving claims within the scope of the coverage provided by the Trust, even though such suits, other legal proceedings, allegations or demands are considered to be wholly groundless, false or fraudulent, and shall pay all judgments, all costs reasonably incurred in any suit or other legal proceeding defended by the Trust, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense pursuant to the direction of the Board.

Except as provided in Section 12 hereof, the Board shall make all final decisions regarding legal defense of claims, including the selection of legal counsel, and shall have absolute and final authority with regard to defense, settlement, and payment of claims. The settlement or payment of any claim or amount by or on behalf of a participating member without the express approval of the Board or its claims handling agent in accordance with Section 12 hereof shall be at the sole cost of the participating member without any reimbursement from the Trust and may be considered grounds for the termination of the member's participation in the Trust.

Each participating member shall cooperate fully in all settlement negotiations and in the defense of

all claims by supplying such information, assistance and authorizations to obtain reports and documents as may be necessary or helpful, in the opinion of the Board or its claims handling agents, to the defense of any claim or to any settlement negotiations.

**SECTION 12. AUTHORITY OF MEMBERS TO SETTLE CLAIMS WITHIN DEDUCTIBLE LIMITS.** If the claims handling agent designated by the Board agrees in writing that the amount of a claim will not exceed the participating member's deductible limit as set forth in the Coverage Certificate effective for that member, the member may at its option and at its expense, settle the claim and pay the loss and expenses associated with the claim. In such event, the Trust shall bear no part of the cost, fees or any other sums paid or required to be paid as a result of the claim. Prior to settling any claim within the member's deductible limits, the member shall notify the claims handling agent of the claim and all pertinent information relative thereto, including a copy of the proposed final settlement agreement, and shall request authorization in writing from the claims handling agent to settle the claim.

**SECTION 13. PAYMENT OF CLAIMS.** All claims and losses against participating members shall be paid by the Trust as follows:

- (I) For each fiscal year, claims and losses within the coverage limits retained by the Trust as set forth in the Coverage Certificate shall be paid from and to the extent of the Trust assets for that fiscal year, plus any reserves available and authorized by the Board, including any letter of credit, line of credit, or other funding facility, if any, which may have been procured for the purpose of paying claims and losses within the coverage limits retained by the Trust.
- (II) For each fiscal year, claims and losses in excess of the coverage limits retained by the Trust shall be paid from and to the extent of the reinsurance or excess insurance coverage, if any, in effect for the Trust for that fiscal year, or from and to the extent of any line of credit, letter of credit or other funding facility, if any, which may be in effect to pay claims and losses in excess of the coverage limits retained by the Trust.
- (III) All deductible amounts and the amount of any claims and losses in excess of the coverage limits provided by the Trust shall be the sole obligation of and shall be paid by the participating member liable therefor.

**SECTION 14. REIMBURSIBLE DEDUCTIBLE.** In the event the Trust pays any deductible amount on behalf of a participating member, the participating member shall reimburse the Trust therefor within thirty (30) days of receipt of written notice from the Trust that such deductible amount has been paid by the Trust. If the deductible amount for which the participating member is liable is not paid to the Trust within (30) days from the date notice is received, the amount due shall be deemed delinquent and shall bear interest from the date of delinquency until paid at a rate equal to the highest annual rate at which any of the Trust's funds are invested on the date of delinquency.

**SECTION 15. SUBROGATION.** In the event of the payment of any claim or loss by the Trust under this Trust Agreement and the Coverage Certificate issued by the Trust, the Trust shall be subrogated to the extent of such payment to all the rights of the participating or former member against any person or other entity legally responsible for such claim or loss; and in that event, the participating or former member shall render all reasonable assistance, other than monetary contributions, to effect recovery. To the extent the Trust utilizes any line of credit, letter of credit or other funding facility to secure payment of or to pay any claim or loss, the Trust may assign its rights to subrogation to the

financial institution which issued the line of credit, letter of credit or other funding facility.

**SECTION 16. INSPECTION OF MEMBER'S FACILITIES AND RECORDS.** The Board, the Trust Administrator, and any service agent of the Trust and any of their agents or employees shall be permitted at all reasonable times to inspect the real and personal property of the participating members and shall be permitted at all reasonable times and for a period of five (5) years after the termination of a member's participation in the Trust to examine the former member's books, records, vouchers, contracts and other documents of any and every kind which relate to the operation of the Trust and the former member's participation in the Trust.

**SECTION 17. RISK MANAGEMENT.** The Board or its designated service agent shall develop a risk management program and provide risk management services to the participating members designed to minimize liability and property damage risks and control losses. The participating members shall follow the general recommendations of the risk management program developed by the Board and its service agents and adopt the loss reduction and prevention procedures established by the Board. However, the participating members shall remain solely responsible for all decisions concerning their safety programs and practices and may not rely upon evaluations and/or recommendations made by the Board or its service agents in making final decisions concerning safety programs and practices.

**SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT.** Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

**SECTION 19. LIABILITY OF PARTICIPATING MEMBERS.** No member by reason of its participation in the Trust shall be liable to the Trust or to any other member, except for the payment of the annual and supplementary contributions established by the Board in accordance with this Trust Agreement and other Trust documents.

**SECTION 20. DOCUMENTS INCORPORATED BY REFERENCE.** The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board are hereby incorporated by reference into and made a part of this Trust Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Trust Agreement.

**SECTION 21. BINDING NATURE OF THE AGREEMENT.** This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between the KLCIS of each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

**SECTION 22. INTERPRETATION.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

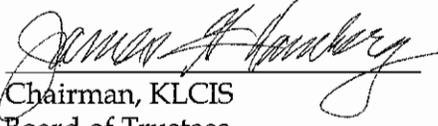
**SECTION 23. SEVERABILITY.** If any provision of this Trust Agreement is held to be in conflict with any applicable statute, rule of law or is otherwise held to be unenforceable, the invalidity of such provision shall not affect any or all of the remaining provisions of this Trust Agreement.

**SECTION 24. AUTHORIZATION OF SIGNATURE PAGES.** This Trust Agreement may be executed in any number of counterparts, each of which shall be an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Trust Agreement to be executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES  
INSURANCE SERVICES

\_\_\_\_\_  
MEMBER/CITY/AGENCY # 5429

BY:   
Chairman, KLCIS  
Board of Trustees

BY: \_\_\_\_\_  
Chief Executive Officer

DATE: 7/1/2020

DATE: \_\_\_\_\_

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A TRUST  
PARTICIPATION AGREEMENT FOR THE KENTUCKY LEAGUE OF CITIES  
INSURANCE SERVICES GENERAL INSURANCE TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute A  
Trust Participation Agreement for The Kentucky League of Cities Insurance Services General  
Insurance Trust.

SECTION 2. 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, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\mo\ aagree –Trust Participation KLC General Insurance 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

Short Title: 2020 Kentucky League of Cities (KLC) Insurance Services Workers' Safety Grant Application and Acceptance - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

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

For this funding cycle, the Fire Department is applying for grant funding of \$3,000 to reimburse the cost of personal protective equipment. The 50/50 matching requirement will be fulfilled by prior purchases related to reducing worker's compensation exposures.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Authorize and direct the Mayor to execute all required grant application and acceptance documents.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2020 MATCHING INSURANCE SERVICES SAFETY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a 2020 Matching Insurance Services Safety Grant in the amount of \$3,000 from the Kentucky League of Cities. The grant will be used for reimbursement for personal protective equipment for the Paducah Fire Department.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky League of Cities Insurance Services Safety Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. This order will 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, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\\mo\grants\app & award - klc safety grant 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

Short Title: 2020-2021 Kentucky Hazardous Waste Grant Acceptance - **C YARBER**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Chris Yarber

**Background Information:** The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for expenses incurred by the city for the disposal and advertising/education of Spring Clean-Up Day. For the past 27 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

The Engineering/Public Works and Planning Departments have been awarded a grant through the 2020-2021 Kentucky Division of Waste Management Household Hazardous Waste Award Program in the amount of \$24,500. This will be combined with the required local cash match of \$6,125 for a project totaling \$30,625. The City will act as the Lead Agency/Fiscal Agent. Local cash match will be divided equally between the City and the County. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 50002209-520040.

This award will require an Inter-local Agreement to be signed and will be brought before the City Commission and Fiscal Court for consideration.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
                                  Account Number:

**Staff Recommendation:** Authorize and direct the Mayor to execute all required award documents.

**Attachments:**

1. Copy of 20-21 City of Paducah HHW Grant Worksheet
2. Municipal Order

**2020-2021 KENTUCKY PRIDE FUND  
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT GRANT AGREEMENT**

**Grant Period July 1, 2020 - June 30, 2021**

The Grantee CITY OF PADUCAH hereby agrees to the following conditions for the 2020-2021 Kentucky Division of Waste Management Household Hazardous Waste Management Grant Program authorized under KRS 224-43-505(4). The grant funds shall be used for the direct costs associated with the project specified in the grant application and for any modifications in this grant agreement.

The Grantee understands and agrees as follows:

1. The Grant Application, the Project Close-out Report, and this agreement are the entire project.
2. Grantee shall assign the 2020-2021 Household Hazardous Waste Management Grant funds into a designated line item for state grants.
3. Grantee shall designate a Project Coordinator responsible for:
  1. Overseeing the implementation of the project
  2. Overseeing the preparation and submittal of the final report
  3. Tracking of in-kind personnel/volunteers/inmates throughout the life of the grant
4. Grantee shall submit a 2020-2021 Kentucky Pride Fund HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-Out Report within 60 days of the completion of the project. The project deadline is June 30, 2021.
5. Grantee is solely responsible for completion of the project and assumes all liabilities associated with its completion.
6. Grantee is responsible for any additional costs that exceed the original grant funds provided.
7. Unspent grant funds and grant funds not expended in accordance with the grant agreement, as determined by the division, shall be reimbursed to the division within forty-five (45) days of written notification unless an extension has been approved in writing by the division.
8. Grantee shall contract with a vendor that is registered as a Hazardous Waste Transporter with the U.S. EPA and the Kentucky Division of Waste Management's Hazardous Waste Branch.
9. Grantee shall provide an adequate, safe, accessible site for the event. Provide written safety instructions, waiver forms for volunteers, and other necessary requirements, not provided by the vendor. See <http://www.epa.gov/osw/wycd/catbook/hhw.htm> for more information.

**2020-21 HHW Grant Worksheet  
CITY OF PADUCAH**

<b>Items Requested</b>	<b>Amount Requested</b>	<b>RAS Adjustments</b>	<b>Approved Amount</b>
Clean Earth	24,000.00	(750.00)	23,250.00
Advertising	1,500.00	(250.00)	1,250.00
-	-	-	-
-	-	-	-
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-	-	-	-
<b>Total</b>	<b>25,500.00</b>	<b>(1,000.00)</b>	<b>24,500.00</b>

- 10. The Grantee shall make all records required by the grant close-out report available for division inspection until close-out notification is received from the division.
  
- 11. Grant funds from other state or federal funds do no qualify as a direct expense or a local match.
  
- 12. The signed grant agreement, as approved by the Division, is in full force and effect until the grantee receives either of the following:
  - a) written notification form the Division
  - b) ninety (90) days after the grantee has submitted the close out report form and has not received written notification from the division as to the status of the grant close out.

NAME OF GRANTEE CITY OF PADUCAH  
Federal ID#: 61-6001891

Signature: \_\_\_\_\_  
Brandi Harless, Mayor  
City of Paducah

DATE: \_\_\_\_\_

Signature: \_\_\_\_\_  
Ty Wilson, Grants Administrator  
City of Paducah

DATE: \_\_\_\_\_

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

A MUNICIPAL ORDER ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2020-2021 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING FOR THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts matching grant funds in the amount of \$24,500 through the Kentucky Division of Waste Management for a 2020-2021 Household Hazardous Waste Grant to fund disposal services for the 2021 Annual City/County Free Clean-Up Day. A local match of \$6,125 is required with the City of Paducah and County of McCracken contributing \$ 3,062.50 each. The City's contribution will come from the Engineering/Public Works Account No. 50002209-520040.

SECTION 2. That the Mayor is hereby authorized to execute the Grant Agreement and all related documents with the Kentucky Division of Waste Management.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
MO\grants\award-Household Hazardous Waste 2021

# Agenda Action Form Paducah City Commission

Meeting Date: July 14, 2020

**Short Title:** Authorizing the agreement with Data Records Management Services to perform the Police Department digitization project that is being funded by the KDLA Local Records Program Grant in the amount \$33,529 - **B LAIRD**

**Category:** Municipal Order

**Staff Work By:** Ty Wilson

**Presentation By:** Brian Laird

**Background Information:** The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah Police Department has been awarded a Kentucky Department of Libraries and Archives (KDLA) grant in the amount of \$33,529 to digitize approximately 54 boxes of felony case files that state law requires to be stored for 80 years. The size of the boxes and files has created a lack of storage space and accessibility issues and digitizing them will allow for easier access to the file information. The work to scan and digitize the files was competitively bid according to the city's and KDLA's guidelines. The KDLA chose Data Records Management Services, Inc as the vendor to complete the project. The City will enter into a contract with DRMS. The amount of the contract will be fully funded by the KDLA grant funds.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

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

**Staff Recommendation:** Accept the bid from DRMS and authorize the Mayor to execute all documents related to same.

**Attachments:**

1. Vendor Notification
2. agree – DRMS Police Felony Records 2020



**CITY OF PADUCAH**

300 South 5th Street  
P. O. Box 2267  
Paducah, KY 42002-2267  
Phone: (270) 444-8506  
Fax: (270) 443-5058

7/1/2020

(Date)

Data Records Management Service, LLC

(Vendor Name)

PO Box 7256

(Vendor Address)

Paducah, KY 42002

(Vendor Address)

Dear Data Records Management Service, LLC,  
(Vendor Name)

I have been awarded a Kentucky Local Records Program Grant.

This letter is to notify you that your Invitation for Bid Proposal, dated February 21, 2020, has been selected to provide digitization services for the Paducah Police Department at a total cost of \$ 33,529.

This award is contingent upon the availability of state funds, and work on this project should not begin until after my office has entered into a contractual agreement with the Kentucky Department for Libraries and Archives.

Please sign and return the enclosed Vendor Obligation Statement. Your signature will constitute a legal obligation to provide the services, equipment, and or supplies as stated in the Invitation for Bid Proposal.

Payment from my office will not be issued until all services have been completed. All work should be concluded by December 31, 2020.

I look forward to working with you on this grant project.

Sincerely,

\_\_\_\_\_  
Local Government Authorized Official Signature

**Mayor, Brandi Harless**

\_\_\_\_\_  
Local Government Authorized Official Title

# VENDOR OBLIGATION STATEMENT

## KENTUCKY LOCAL RECORDS PROGRAM

This is to certify that Data Records Management Service, LLC agrees to provide the  
(Vendor)

City of Paducah with the services at the costs specified in  
(Local Government)

the attached Invitation for Bid Proposal for Local Records Program Grant

AY2103LR08

(Contract Number)

Data Records Management Service, LLC agrees to:  
(Vendor)

- Perform work in accordance with applicable policies and regulations of the Kentucky Department for Libraries and Archives as stated in 725 KAR 1:050.
- **If applicable, provide the Department for Libraries and Archives with all required microfilm copies and digital images of records created during this project;**

-and-

Reimburse the Department for Libraries and Archives for any quality control inspection work conducted after initial inspection.

- Commence services beginning on August 1, 2020 and complete these services no later than December 31, 2020.

\_\_\_\_\_  
Vendor Authorized Official Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Government Authorized Official Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

A MUNICIPAL ORDER ACCEPTING THE BID OF DATA RECORDS MANAGEMENT SERVICES, INC., IN AN AMOUNT OF \$33,529 FOR DIGITIZATION SERVICES FOR FELONY CASE FILES FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Data Records Management Services, Inc., in an amount of \$33,529 for digitization services for felony case files for the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Data Records Management Services, Inc., of March 4, 2020.

SECTION 2. The Mayor is hereby authorized to execute a contract with Data Records Management Services, Inc., for digitization services for felony case files, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be funded by grant funding received through the Kentucky Department for Libraries & Archives. Said grant funds were accepted by Municipal Order No. 2330 on March 31, 2020.

SECTION 4. 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, July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
\mo\ agree – DRMS Police Felony Records 2020

# **Agenda Action Form Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** Acceptance of the 2020 National Endowment for the Arts Art Works grant in the amount of \$10,000 for the development and implementation of a Creative Entrepreneurship Program - **L PARISH**

**Category:** Municipal Order

**Staff Work By:** Melanie Townsend, Ty Wilson, Lindsay Parish

**Presentation By:** Lindsay Parish

**Background Information:** The National Endowment for the Arts offers grants to local arts agencies to support artistically excellent projects that celebrate creativity and cultural heritage.

Local governments operating as Local Arts Agencies are eligible to apply for these 50/50 matching grants. Local Arts Agencies provide programs and services to help support and enable arts and culture at the local level. The City of Paducah through its many partnerships with and support of local art organizations qualifies as a Local Arts Agency.

The City of Paducah proposes the development and implementation of a Creative Entrepreneurship program consisting of 5-10 classes designed to assist creative industry entrepreneurs with starting and running a small business. The seminar of classes will be presented over a 3-4 day time frame and will include but not limited to business plan development, product development, small business taxes and bookkeeping, and marketing. The classes will be taught by qualified individuals.

The estimated cost of the seminar is \$20,000. The City of Paducah will request \$10,000 from the NEA Art Works grant program. A local match of \$10,000 will be required.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name: Arts & Cultural Programs

Account Number: MR0078

**Staff Recommendation:** Authorize the Mayor to execute all grant acceptance documents.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER ACCEPTING A 2020 NATIONAL ENDOWMENT FOR THE ARTS ART WORKS GRANT IN THE AMOUNT OF \$10,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CREATIVE ENTREPRENEURSHIP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS RELATED TO THE GRANT

WHEREAS, The National Endowment for the Arts offers grants to local arts agencies to support artistically excellent projects that celebrate creativity and cultural heritage.

WHEREAS, the City of Paducah adopted Municipal order #2264 to authorize an application to the National Endowment for the Arts for the creation of a creative entrepreneurship program; and

WHEREAS, the National Endowment for the Arts has approved the application and is now ready to award the grant in the amount of \$10,000.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute the agreement and all related documents to accept a National Endowment for the Arts grant in an amount of \$10,000 for the implementation of a creative entrepreneurship program.

SECTION 2. The required match of \$10,000 will be provided by Project No. MR0078.

SECTION 3. This Order will 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, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\\mo\grants\National Endowment for the Arts Art Works - 2020 Creative Entrepreneurship Program

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** FY2021 Contract with WKCTC for \$85,000 for Operation of Public and Government Access Channels - **P SPENCER**

**Category:** Municipal Order

**Staff Work By:** Pam Spencer

**Presentation By:** Pam Spencer

**Background Information:** The contract for services with WKCTC and Paducah Junior College for the operation of the Public and Government Access Channels (Comcast channels 2 and 11) is up for renewal. The contract is an annual contract effective July 1, 2020. The services provided by WKCTC include the live telecasting of the Commission Meetings, Workshops, and Planning Commission Meetings, bulletin board slide programming, coverage of special events, city-related and non-profit productions, and technical assistance.

In this contract, the City will appropriate \$85,000 from the Fiscal Year 2021 General Fund budget for television services. If none of the parties has changes, the contract automatically will renew annually for an additional three years with a termination date of June 30, 2024. The contract has been reviewed by WKCTC President Dr. Anton Reece, Paducah Junior College Board of Trustees Chairwoman Anne Gwinn, Paducah Junior College Foundation Executive Director Lee Emmons, and WKCTC Television Coordinator Tom Butler.

WKCTC has produced programming on Comcast channels 2 and 11 for the City of Paducah since 1986.

When the City provides funds to an organization, we prepare a simple Contract for Services agreement that describes the public services the organization will provide as a result of receiving City funds.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name: Cable Authority

Account Number: 10002811 523070

**Staff Recommendation:** Authorize the Mayor to enter into one-time Contract for Services by and between the City of Paducah, West Kentucky Community & Technical College (WKCTC), and Paducah Junior College for a total of \$85,000 for the operation of the public and governmental access channels by WKCTC.

**Attachments:**

1. TV Contract Beginning July 2020
2. contract – WKCTC Public Government Access Channels 2020-2024

## CONTRACT FOR SERVICES

### THIS CONTRACT FOR SERVICES IS BY AND BETWEEN THE CITY OF PADUCAH, WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE AND PADUCAH JUNIOR COLLEGE FOR THE OPERATION OF THE PUBLIC AND GOVERNMENTAL ACCESS CHANNELS BY WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE

WHEREAS, television is a primary mode of communication that serves the local interests of a community and its government and;

WHEREAS, West Kentucky Community & Technical College, hereinafter referred to as the "College", has since 1986 produced Public, Educational, and Governmental (PEG) programming on Comcast Channels 2 and 11, and;

WHEREAS, the City of Paducah, hereinafter called "City", wants to support public access television, and;

WHEREAS, the PEG channels are provided through the cable television franchise agreement, hereinafter called the "Franchise Agreement", between the City and Comcast of the South, hereinafter called the "Franchisee"; and

WHEREAS, in conformity with the provisions of the Franchise Agreement, the City has the authority over the content of the programming carried on the PEG channels; and

WHEREAS, the College has TV production personnel, equipment, and facilities to provide City and County meeting coverage on Government Access Channel 11, with all cablecasting on Channel 11 of a governmentally related nature, and;

WHEREAS, the College has TV production personnel, equipment, and facilities to coordinate and facilitate educational, non-profit, and community groups the use of the Channel 2 access channel; and

WHEREAS, Paducah Junior College, Inc., hereinafter referred to as the "Foundation", functions as the Foundation for WKCTC, it is agreed that the contract, for monetary purposes, will exist between the City and the Foundation.

NOW THEREFORE, it is agreed as follows:

- (1) The College will operate for and on behalf of the City the Governmental Access Channel under the terms and conditions as set out herein:
  - a. Scope of work:
    - i. Live telecasting of all formal City Commission Meetings, Workshops and Planning Commission Meetings.
    - ii. Maintain Bulletin Board, including times and dates for governmental events and activities.
    - iii. City related productions for Fire and Police Departments, and other departments or programs as requested by the City.
    - iv. Coverage of special events of interest to the general public.
    - v. Special Governmental Forums, and Public Hearings requested by the City, Legislative Forums, and Candidate Forums.
    - vi. Video fillers on City Services as requested.
    - vii. Video dubbing services.

- viii. Technical service as necessary to complete above stated functions.
- ix. Programming of City productions on Channel 11.

b. City Hall Equipment:

- i. The College will operate and maintain City owned equipment housed at City Hall, keeping the equipment in a good state of repair.
- ii. The City, the Foundation, and the College agree to annually review the condition of the equipment and replacement needs. Annually, the College will prepare and present to the City requests for funds to purchase major capital equipment items.
- iii. The City shall not hold the College responsible for normal wear based on reasonable use.

(2) Public Access Channel

The College and its television department will provide public access service in accordance with the mission statement which is to provide quality public educational and governmental access locally on cable television and globally online, assist in the promotion of the College, and provide multimedia services to the College.

(3) Payment

- a. For the above services, the City will fund to the Foundation \$85,000 from the City's FY2021 Budget. The City shall appropriate and remit funds to the Foundation by December 31<sup>st</sup> of each year upon receipt of invoice.
- b. Failure of any party to fulfill this responsibility can constitute notice of termination.

(4) Term and Termination

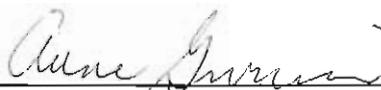
- a. The terms of this contract shall be in full force and effect from July 1, 2020 to June 30, 2021 unless mutually amended, in writing, by the parties.
- b. Each year as part of the City Budget Review, the City will review services provided by and the needs of the College to determine if changes are appropriate.
- c. If no changes are made in the funding allocation in the City Budget or the terms of this Contract for Services, each party's obligations shall automatically renew each year and remain in effect until June 30, 2024.
- d. Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

(5) Accounting

- a. The College shall continue to conduct all accounting, payroll, and financial management of television department operations.

- b. The College shall provide the City and Authority a yearly report of the television department's operations and shall supply the City a copy of the PJC annual audit.
- (6) This Contract for Services shall be binding on any successor of the college.
- (7) This Contract for Services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

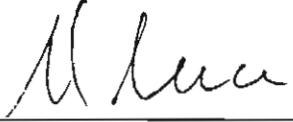
This Contract for Services shall be in effect from the signatory date or as mutually agreed by the parties.

  
\_\_\_\_\_  
Chairman, Paducah Junior College  
Board of Trustees

6.25-2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Paducah

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President, West Kentucky Community & Technical  
College

6.22-2020  
\_\_\_\_\_  
Date

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE AND PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$85,000 FOR THE OPERATION OF THE PUBLIC AND GOVERNMENT ACCESS CHANNELS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with West Kentucky Community & Technical College and Paducah Junior College, Inc. in the amount of \$85,000 for the operation of the Public and Government Access Channels (Comcast Channels 2 and 11). This contract shall have an effective date of July 1, 2020. If none of the parties have changes, the contract shall automatically renew annually for an additional three years with a termination date of June 30, 2024.

SECTION 2. This expenditure shall be charged to the Cable Authority Account No.10002811 523070

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

---

Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
\mo\ contract – WKCTC Public Government Access Channels 2020-2024

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

Short Title: Accept Donation of Property Located at 2011 Guthrie Avenue - **G CHERRY**

Category: Ordinance

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

**Background Information:** Ronnie W. and his wife Deborah Adams would like to donate 2011 Guthrie Avenue to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to the Planning Department for future re-development.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
                                  Account Number:

**Staff Recommendation:** Authorize Mayor Brandi Harless to sign a deed transferring 2011 Guthrie Avenue to the City of Paducah.

**Attachments:**

1.    Municipal Order

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

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 2011 GUTHRIE AVENUE FROM RONNIE ADAMS AND DEBORAH ADAMS TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the property located at 2011 Guthrie Avenue from Ronnie Adams and Deborah Adams.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation and execute the Consideration Certificate contained in said Deed of Conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
\\mo\prop donated – 2011 Guthrie Ave

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** Purchase of Mowers in an amount of \$76,761.98 for Paxton Park Golf Course - **M THOMPSON**

**Category:** Municipal Order

**Staff Work By:** James Arndt, Mark Thompson

**Presentation By:** Mark Thompson

**Background Information:** In an effort assist Paxton Park Golf Course reduce the cost of maintenance and operations it is recommended that the purchase of two new major mowers be purchased from the Fleet Fund for use at the City's Golf Course. The first mower is a rough mower and it is replacing a 1982 Jacobsen gang mower. The second mower is a greens mower and it replaces a 2009 model. The golf course care requires daily dependability out of specialized mowing equipment and the current equipment is well past it's prime maintenance-wise.

Bids were taken and there were three respondent vendors. The best evaluated bid for the rough mower was \$43,900.00 from ERB Turf Equipment. The best evaluated bid on the greens mower was \$32,861.98 from Kenny Machinery.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name: Fleet Fund

Account Number:

**Staff Recommendation:** Approval of the purchase of a rough mower and a greens mower for the City's Paxton Park Golf Course.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER ACCEPTING THE BID OF KENNY MACHINERY IN AN AMOUNT OF \$32,861.98 FOR THE PURCHASE OF A NEW GREENS MOWER AND ACCEPTING THE BID OF ERB TURF EQUIPMENT, INC., IN AN AMOUNT OF \$43,900 FOR THE PURCHASE OF A NEW ROUGH MOWER FOR USE BY PAXTON PARK GOLF COURSE AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Kenny Machinery in an amount of \$32,861.98 for the purchase of a new greens mower and accepting the bid of ERB Turf Equipment, Inc., in an amount of \$43,900 for the purchase of a new rough mower for use by the Paxton Park Golf Course, said bid being in substantial compliance with bid specifications, and as contained in the bids of Kenny Machinery and ERB Turf Equipment, Inc., of March 5, 2020.

SECTION 2. The Mayor is hereby authorized to execute a contract with Kenny Machinery, for the purchase of a greens mower, as 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 Mayor is hereby authorized to execute a contract with ERB Turf Equipment, Inc., for the purchase of a rough mower, as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid

SECTION 4. These expenditures shall be charged to the Fleet Fund Account.

SECTION 5. This Order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
MO\agree – Paxton Park Golf Mowers 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** Application for the State and Local Government Financial Wellness Grant through the Kentucky League of Cities - **S SUAZO**

**Category:** Municipal Order

**Staff Work By:** Stefanie Suazo, Ty Wilson

**Presentation By:** Stefanie Suazo

**Background Information:** This is a one-time grant to establish a financial wellness program for employees. These funds can be used to expand programming already offered, to establish new programs and initiatives, to work with trusted third-party vendors to reach the public sector workforce, or to reach a wider audience through other quality programming. Programs should aim to improve financial literacy and financial wellness behaviors.

It is the desire of the City to apply for a grant to start a financial wellness class for City employees in partnership with WKCTC. The curriculum will be designed by WKCTC and will offer the course at various times. The grant application will be for \$17,250 to cover the costs of WKCTC delivering the courses and materials. There is no match requirement.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

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

**Staff Recommendation:** Authorize the Mayor to execute all grant application documents.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO APPLY FOR A STATE AND LOCAL GOVERNMENT FINANCIAL WELLNESS GRANT IN AN AMOUNT OF \$17,250 FOR FINANCIAL WELLNESS CLASSES FOR CITY EMPLOYEES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah is hereby authorized to apply for a State and Local Government Financial Wellness Grant in an amount of \$17,250 for financial wellness classes for city employees and authorizes the Mayor to execute all documents related to same. No local match is required.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
\mo\grants\app – Financial Wellness Grant

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 14, 2020

**Short Title:** Accepting delivery of Deed of Conveyance on behalf of the Commissioners of Paducah Water from the Paducah-McCracken County Industrial Development Authority for purposes of making improvements to the City's water distribution system - **J PETERSON**

**Category:** Municipal Order

**Staff Work By:** James Arndt, Lindsay Parish  
**Presentation By:**

**Background Information:** The City's municipal water system is managed and operated by the Commissioners of Waterworks of the City of Paducah (the "Paducah Water"). By resolution adopted on June 24, 2020, Paducah Water deemed the acquisition of one (1) acre, more or less of a certain tract of land, together with certain ingress, egress, permanent and temporary easements (the "Property") valuable to and in the best interest of Paducah Water for purposes of future planning and system expansion including without limitation the construction of an elevated water storage tank, water mains and appurtenances. The property comprises a portion of existing parcels located at 5802 Commerce Drive within Industrial Park West (a.k.a. I-24 Park), and 3924 Maxon Road, all in Paducah, McCracken County, Kentucky and owned by Paducah-McCracken County Industrial Development Agency. The aforesaid Agency has approved the donation and transfer of the Property to Paducah Water and, now, Paducah Water requests that the Board of Commissioners of the City of Paducah for the use and benefit of Paducah Water accept the delivery of the deed of conveyance from the Agency and approve the execution thereof.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**  
**If yes, please list the Action Step Item Codes(s): Approve the Municipal Order.**

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

**Staff Recommendation:**

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE FOR THE TRANSFER OF PORTIONS OF EXISTING PARCELS OF PROPERTY LOCATED AT 5802 COMMERCE DRIVE AND 3924 MAXON ROAD, PADUCAH, KENTUCKY, BY THE CITY OF PADUCAH ACTING ON BEHALF OF THE COMMISSIONERS OF WATERWORKS DBA PADUCAH WATER

WHEREAS, the Commissioners of Waterworks of the City of Paducah, Kentucky, DBA Paducah Water (the “PWW”), has previously determined that it is beneficial for PWW to acquire the portion of existing parcels located at 5802 Commerce Drive within Industrial Park West (a.k.a. I-24 Park), and 3924 Maxon Road from the Industrial Development Authority (the “IDA”) for purposes of making improvements to the City’s water distribution system; and

WHEREAS, in order to consummate the transfer of said real property a deed of conveyance containing a sworn consideration certificate must be executed and filed of record;

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH,

Section 1. Recitals and Authorizations. The Board of Commissioners hereby authorizes the Mayor to certify and execute the consideration certificate contained in the deed of conveyance from the IDA to the City of Paducah, Kentucky, acting on behalf of the Commissioners of Waterworks DBA Paducah Water for portion of existing parcels located at 5802 Commerce Drive within Industrial Park West (a.k.a. I-24 Park), and 3924 Maxon Road, Paducah, Kentucky. It is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance, which deed of conveyance and consideration certificate is hereby authorized and approved.

Section 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

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Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\\mo\pww-prop transfer - 5802 Commerce Drive and 3924 Maxon Road

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

**Short Title:** Authorize the Finance Director to Call the Series 2011 General Obligation Bond and Retire Debt Service related to the Bond Issue - **J ARNDT**

**Category:** Municipal Order

**Staff Work By:** James Arndt

**Presentation By:** James Arndt

**Background Information:** The series 2011 General Obligation Bonds that were issued for debt service related to the property jointly owned by the City and County located at 5400 Commerce Drive in Paducah, KY. On July 10, 2020 the City and County sold that property to Standard Insurances Company. The City desires to use the sales proceeds from the sell of property to call and retire the debt issuance associated with that property, namely the series 2011 General Obligation Bond. The County contributed \$632,500.00 toward the retirement of the principal. The City has invoiced the County for their portion of the remaining accrued interest in the amount of \$4,913.82.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

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

**Staff Recommendation:** Approve the Municipal Order.

**Attachments:**

1. Municipal Order
2. Redemption of City of Paducah Taxable GOB 2011

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

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO CALL THE SERIES 2011 GENERAL OBLIGATION BOND AND TO RETIRE THE DEBT SERVICE RELATED TO SAID BOND ISSUE IN THE AMOUNT OF \$1,274,827.64 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah, adopted Ordinance No. 2011-7-7832 on July 12, 2011 to issue the series 2011 General Obligation Bonds for debt service related to the property jointly owned by the City and County located at 5400 Commerce Drive in Paducah, KY; and

WHEREAS, on July 10, 2020, the City and County sold said property to Standard Insurances Company; and

WHEREAS, the City desires to use the sale proceeds from the sale of said property to call and retire the debt issuance associated with the property, namely the series 2011 General Obligation Bond; and

WHEREAS, McCracken County, Kentucky, contributed \$632,500.00 toward the retirement of the principal; and

WHEREAS, the City has invoiced McCracken County for their portion of the remaining accrued interest in the amount of \$4,913.82.

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

SECTION 1. That the City of Paducah hereby authorizes and directs the Finance Director to call the series 2011 General Obligation Bond and to retire the debt service related to said bond issue in the amount of \$1,274,827.64 and authorizes the execution of all documents related to same.

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

---

Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\mo\Call & Retire 2011 General Obligation Bond



July 10, 2020

To: City of Paducah

**Re: Redemption of City of Paducah Taxable General Obligation Bonds, Series 2011**

To whom it may concern:

Please wire the amount of \$1,274,827.64, representing \$1,265,000 of principal and \$9,827.64 of interest to U.S. Bank on or before Friday, July 17 so that U.S Bank may redeem the Series 2011 Bonds maturing June 1, 2021 and thereafter on August 17, 2020.

<b><i>WIRING INSTRUCTIONS</i></b>	
US Bank must receive funds prior to 10:30 A.M. CST to ensure DTCC receives funds prior to their same day settlement deadline of 2:00 P.M. CST. Any payments received by DTCC after the 2:00 P.M. deadline will be allocated the next day.	
ABA:	091000022
BBK:	U.S. Bank N.A.
A/C:	180121167365
BNF:	U.S. Bank Trust N.A.
OBI:	CPKYTGORBS11

If you have any questions, please call me at (270) 443-8240.

Thank you,

*/s/ Mark Rawlings*

Mark Rawlings  
Director Public Finance

Cc: Ms. Amy Anders  
Mr. Mark Franklin

Mr. Jon Perkins  
Mr. Daniel Briscoe

Mr. Steve Doolittle  
Mr. Chuck Lush

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 14, 2020

**Short Title:** Authorize the Finance Director to make payment to Western Surety Company for the Pump Station #2 Project - **R MURPHY**

**Category:** Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

**Background Information:** The City of Paducah entered into an Agreement with Huffman Construction, LLC dated May 3, 2018 relating to the Flood Pump Station # 2 Rehabilitation Project as approved by Ordinance 2018-04-8623. The City terminated the agreement with Huffman Contracting, LLC on May 26, 2020 as approved by Ordinance 2020-05-8636.

Western Surety Company issued a payment and performance bond on behalf of Huffman Construction, LLC in the amount of \$4,947,000.00 insuring the Pump Station #2 Rehabilitation Project. Western Surety Company has made payments under the performance and payment bond on behalf of Huffman Construction, LLC.

In order to pay outstanding obligations accrued prior to the default under the contract with Huffman Construction, LLC, the City may make payment to Western Surety Company in lieu of payment directly to Huffman Construction, LLC.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

If yes, please list the Action Step Item Codes(s):

**Funds Available:** Account Name: Pump Station #2 Rehab

Account Number: FW0014

**Staff Recommendation:** Authorize the Finance Director to make payments to Western Surety Company in regards to the Pump Station #2 Rehabilitation Project in lieu of payments directly to Huffman Construction, LLC whose contract with the City of Paducah was terminated by Ordinance No. 2020-5-8638.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO WESTERN SURETY COMPANY IN REGARDS TO THE PUMP STATION #2 REHABILITATION PROJECT IN LIEU OF PAYMENTS DIRECTLY TO HUFFMAN CONSTRUCTION, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah entered into an Agreement with Huffman Construction, LLC dated May 3, 2018, relating to the Flood Pump Station # 2 Rehabilitation Project as approved by Ordinance No. 2018-04-8623; and

WHEREAS, the City terminated the agreement with Huffman Construction, LLC on May 26, 2020 as approved by Ordinance 2020-05-8636; and

WHEREAS, Western Surety Company has made payments under the performance and payment bond on behalf of Huffman Construction, LLC; and

WHEREAS, in order to pay outstanding obligations accrued prior to the default under the contract with Huffman Construction, LLC, the City may make payment to Western Surety Company in lieu of payment directly to Huffman Construction, LLC.

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Western Surety Company for obligations accrued prior to the default under the contract with Huffman Construction, LLC, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be charged to the Pump Station Rehab Project Account No. FW0014.

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

---

Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2020

Recorded by Lindsay Parish, City Clerk, July 14, 2020

\mo\ Western Surety Company – Huffman - Pump Station No. 2

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 14, 2020

Short Title: Municipal Order Directing the City Manager to Continue the Pause of the Lose Associates Agreement until January 2021 - **J ARNDT**

Category: Municipal Order

Staff Work By: James Arndt

Presentation By: James Arndt

**Background Information:** Municipal Order 2281 adopted on August 27, 2019 authorized the Mayor to enter into a professional design and construction management services with LOSE. Pursuant to Article 9 of said agreement the City suspended the design services with LOSE for 88 days beginning on May 1, 2020. Based on the direction provided to the City Manager's Office this Municipal Order has been created to continue the suspension past the current 88 day period until January 2021, after the installment of the newly elected Board of Commissioners. Per section 9.3 the City understands that a suspension that last longer than 90 days provides LOSE the opportunity to terminate this agreement with seven days notice.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
                                  Account Number:

Staff Recommendation:

Attachments:

1.    Municipal Order
2.    Agreement between City of Paducah and Lose & Associates, Inc.

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

A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021 AND FURTHER DIRECTING THE CITY MANAGER TO CONTINUE DUE DILIGENCE RELATED TO THE PROJECT

WHEREAS, Municipal Order No. 2281, adopted on August 27, 2019, authorized the Mayor to enter into a professional design and construction management services agreement with LOSE & Associates, Inc.; and

WHEREAS, pursuant to Article 9 of said agreement the City has suspended the design services with Lose & Associates, Inc., beginning on May 1, 2020; and

WHEREAS, the City of Paducah understands that a suspension which last longer than 90 days provides Lose & Associates, Inc., the opportunity to terminate the agreement by providing the City with seven days' notice; and

WHEREAS, the Board of Commissioners desires to continue the suspension of design services with Lose & Associates, Inc., until January of 2021.

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

SECTION 1. That the City of Paducah hereby authorizes and directs the City Manager to continue the suspension of design services with Lose & Associates, Inc. until January of 2021, in accordance with Article 9 of the Agreement with Lose & Associates, Inc.

SECTION 2. That the City of Paducah hereby authorizes and directs the City Manager to continue due diligence related to the project. Due diligence should include the following:

1. The creation of a conceptual build-out for perspective tenants.
2. The creation of community focus groups for the project with an emphasis on inclusion and programming.
3. Research on financial assistance and facility naming rights.
4. Research on facility costs with an emphasis on understanding the impact of COVID-19 on the project Pro Forma.

SECTION 3. Expenditures related to the above referenced due diligence shall be done within the limits of the City's Small Purchase Plan and within the City Manager's procurement restrictions unless otherwise authorized by the Board of Commissioners.

SECTION 4. This Municipal Order shall be effective from and after the date of its adoption.

---

Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced & Amended by Board of Commissioners, July 14, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

\ord\Suspend Lose & Associates Agreement Until January 2021


**AIA** Document B101™ – 2017

**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the eighth day of August in the year two thousand nineteen  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

City of Paducah  
300 S. 5<sup>th</sup> St  
Paducah, KY 42002

and the Architect:  
(*Name, legal status, address and other information*)

Lose & Associates, Inc.  
DBA: Lose Design  
2809 Foster Ave  
Nashville, TN 37210  
Phone: 615-242-0040

for the following Project:  
(*Name, location and detailed description*)

Paducah Indoor Aquatics and Recreation Facility Site Selection and Construction Documents, as outlined in Exhibit A.

The Owner and Architect agree as follows.

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

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

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Location to be determined after evaluating four potential sites that have been identified by the City.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Stated budget for construction is \$15,000,000.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

Complete Design and Permitting by June 2020.

.2 Construction commencement date:

September 2020.

.3 Substantial Completion date or dates:

November 2021.

.4 Other milestone dates:

N/A

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design, Bid and Build

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

To construct site infrastructure and facilities outline in Exhibit A.  
*(Paragraph Deleted)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

James W. Arndt, City Manager  
300 S. 5<sup>th</sup> St.  
Paducah, KY 42002  
Phone: 270-444-8503  
jarndt@paducahky.gov

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Mark Thompson, CPRP  
1400 H.C. Mathis Dr.  
Paducah, KY 42002  
Phone: 270-444-8508  
mthompson@paducahky.gov

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Init.

Bacon Farmer Workman  
Engineering & Testing, Inc.  
500 S. 5<sup>th</sup> St.  
Paducah, KY 72003  
270-443-1995

**.2 Civil Engineer:**

Bacon Farmer Workman  
Engineering & Testing, Inc.  
500 S. 5<sup>th</sup> St.  
Paducah, KY 72003  
270-443-1995

**.3 Other, if any: Surveying**

*(List any other consultants and contractors retained by the Owner.)*

Bacon Farmer Workman  
Engineering & Testing, Inc.  
500 S. 5<sup>th</sup> St.  
Paducah, KY 72003  
270-443-1995

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Chris Camp, PLA  
DBA: Lose Design  
2809 Foster Ave  
Nashville, TN 37210  
Phone: 615-242-0040  
ccamp@lose.design

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Bacon Farmer Workman  
Engineering & Testing, Inc.  
500 S. 5<sup>th</sup> St.  
Paducah, KY 72003  
270-443-1995

**.2 Mechanical Engineer:**

Marcom Engineering, LLC  
500 S. 17<sup>th</sup> St.  
Paducah, KY 42003  
Phone: 270-444-9274

**.3 Electrical Engineer:**

Marcom Engineering, LLC  
500 S. 17<sup>th</sup> St.

Init.

Paducah, KY 42003  
Phone: 270-444-9274

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

Operations Consultant  
SFA, Sports Facilities Advisory  
600 Cleveland St., Suite 910  
Clearwater, FL 33755  
Phone: 727-474-3845

Aquatics Consultant  
Water Technology, Inc.  
100 Park Ave.  
PO Box 614  
Deaver Dam, WI 53916  
Phone: 920-344-3132

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

Owner understands that Lose Design does not have control over state and local permit review time frames, which can impact the overall project schedule.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

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**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000 ) per claim and four million (\$ 4,000,000) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

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approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other

documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 Procurement Phase Services**

##### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals (Removed)

*(Paragraphs Deleted)*

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect to evaluate four sites
§ 4.1.1.3 Measured drawings	NP

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§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect, Aquatics Consultant
§ 4.1.1.30 Other Supplemental Services	Architect, Management Consultant

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Supplemental Services as noted in 4.1.1.1 will be provided as part of the base contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

See Exhibit A

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- (Paragraph Deleted)*
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .9 Assistance to the Initial Decision Maker, if other than the Architect.
  - .10 Providing Construction Administration Services beyond the stated date of completion resulting from delays caused by the Contractor

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional

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Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty two ( 22 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 Deleted

§ 5.5 Deleted

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

Init.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If the Architect notifies the Owner in writing that the Opinion of Probable Cost exceeds the Owners stated budget and the Owner directs the Architect to proceed with bidding; the Architect shall be compensated at the stated percentage of construction cost of the total bid amount, including add alternates and will be compensated hourly to revise the drawings to bring the project within budgeted funds.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction in McCracken County, Kentucky.
- Other: *(Specify)*

Init.

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

### § 8.3 Arbitration (Removed)

*(Paragraphs Deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

### § 9.7 (Removed)

*(Paragraphs Deleted)*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis

Init.

*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

*(Describe the method of compensation)*

See Exhibit B & C

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

NA

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0%), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

*(Table Deleted)*

See Exhibit B

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit C

**Employee or Category**

**Rate (\$0.00)**

Init.

## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

NA

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

4.5 % four and one half percent

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

Init.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs Deleted)*

.2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:

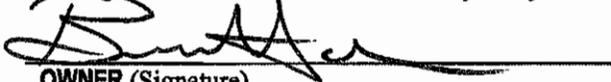
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- Exhibit A. Project Approach
- Exhibit B. Fee Schedule
- Exhibit C. Hourly Rates
- Exhibit D. Insurance Certificate

.4 Other documents:

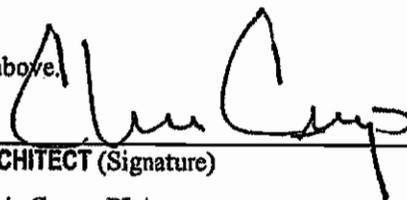
*(List other documents, if any, forming part of the Agreement.)*

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



OWNER (Signature)

Brandi Harless, Mayor  
*(Printed name and title)*



ARCHITECT (Signature)

Chris Camp, PLA  
President and CEO

*(Printed name, title, and license number, if required)*

# **Additions and Deletions Report for AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:36:55 ET on 08/23/2019.

## **PAGE 1**

**AGREEMENT** made as of the eighth day of August in the year two thousand nineteen

...

City of Paducah  
300 S. 5<sup>th</sup> St  
Paducah, KY 42002

...

Lose & Associates, Inc.  
DBA: Lose Design  
2809 Foster Ave  
Nashville, TN 37210  
Phone: 615-242-0040

...

Paducah Indoor Aquatics and Recreation Facility Site Selection and Construction Documents, as outlined in Exhibit A.

## **PAGE 2**

### **TABLE OF ARTICLES**

...

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

...

See Exhibit A

...

Location to be determined after evaluating four potential sites that have been identified by the City.

...

Stated budget for construction is \$15,000,000.00.

**PAGE 3**

Complete Design and Permitting by June 2020.

...

September 2020.

...

November 2021.

...

N/A

...

Design, Bid and Build

...

To construct site infrastructure and facilities outline in Exhibit A.

...

James W. Arndt, City Manager  
300 S. 5<sup>th</sup> St.  
Paducah, KY 42002  
Phone: 270-444-8503  
jarndt@paducahky.gov

...

Mark Thompson, CPRP  
1400 H.C. Mathis Dr.  
Paducah, KY 42002  
Phone: 270-444-8508  
mthompson@paducahky.gov

**PAGE 4**

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5<sup>th</sup> St.

...

Paducah, KY 72003

...

270-443-1995

...

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5<sup>th</sup> St.

...

Paducah, KY 72003

...

270-443-1995

...

**.3 Other, if any: Surveying**

...

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5<sup>th</sup> St.

...

Paducah, KY 72003

...

270-443-1995

...

Chris Camp, PLA  
DBA: Lose Design

2809 Foster Ave  
Nashville, TN 37210  
Phone: 615-242-0040  
ccamp@lose.design

...

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5<sup>th</sup> St.

...

Paducah, KY 72003

...

270-443-1995

...

Marcom Engineering, LLC

...

500 S. 17<sup>th</sup> St.

...

Paducah, KY 42003

...

Phone: 270-444-9274

...

Marcom Engineering, LLC

...

500 S. 17<sup>th</sup> St.

**PAGE 5**

Paducah, KY 42003

...

Phone: 270-444-9274

...

Operations Consultant  
SFA, Sports Facilities Advisory  
600 Cleveland St., Suite 910  
Clearwater, FL 33755  
Phone: 727-474-3845

Aquatics Consultant  
Water Technology, Inc.  
100 Park Ave.  
PO Box 614  
Deaver Dam, WI 53916  
Phone: 920-344-3132

...

Owner understands that Lose Design does not have control over state and local permit review time frames, which can impact the overall project schedule.

## PAGE 6

**§ 2.5.1 Commercial General Liability** with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

...

**§ 2.5.2 Automobile Liability** covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

**§ 2.5.5 Employers' Liability** with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

...

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000 ) per claim and four million (\$ 4,000,000 ) in the aggregate.

## PAGE 9

### **§ 3.5.3 Negotiated Proposals (Removed)**

...

~~**§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.**~~

...

~~**§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:**~~

...

- ~~1—facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ...
- ~~2—organizing and participating in selection interviews with prospective contractors;~~
- ...
- ~~3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ...
- ~~4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~
- ...

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**PAGE 12**

§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect to evaluate four sites</u>
§ 4.1.1.3 Measured drawings	<u>NP</u>
§ 4.1.1.4 Existing facilities surveys	<u>NP</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>NP</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13 On-site project representation	<u>NP</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>NP</u>
§ 4.1.1.16 As-constructed record drawings	<u>NP</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18 Facility support services	<u>NP</u>
§ 4.1.1.19 Tenant-related services	<u>NP</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>NP</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect</u>

§ 4.1.1.22	Security evaluation and planning	<u>NP</u>
§ 4.1.1.23	Commissioning	<u>NP</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25	Fast-track design services	<u>NP</u>
§ 4.1.1.26	Multiple bid packages	<u>NP</u>
§ 4.1.1.27	Historic preservation	<u>NP</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Architect, Aquatics Consultant</u>
§ 4.1.1.30	Other Supplemental Services	<u>Architect, Management Consultant</u>

...

Supplemental Services as noted in 4.1.1.1 will be provided as part of the base contract.

...

See Exhibit A

**PAGE 13**

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

~~.8—Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~

...

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

...

~~.10—.8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

...

~~.11—.9 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

.10 Providing Construction Administration Services beyond the stated date of completion resulting from

...

delays caused by the Contractor

**PAGE 14**

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...  
.2 ~~( )~~ Monthly visits to the site by the Architect during construction

...  
.3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...  
.4 One ( 1 ) inspections for any portion of the Work to determine final completion.  
...

**§ 4.2.5** If the services covered by this Agreement have not been completed within twenty two ( 22 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...  
~~**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Deleted~~

...  
~~**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Deleted~~

PAGE 16

~~**§ 6.7**~~ **§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...  
**§ 6.8** If the Architect notifies the Owner in writing that the Opinion of Probable Cost exceeds the Owners stated budget and the Owner directs the Architect to proceed with bidding; the Architect shall be compensated at the stated percentage of construction cost of the total bid amount, including add alternates and will be compensated hourly to revise the drawings to bring the project within budgeted funds.

[ X ] Litigation in a court of competent jurisdiction in McCracken County, Kentucky.

**§ 8.3 Arbitration (Removed)**

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

**§ 8.3.4 Consolidation or Joinder**

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an~~

~~additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

...

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: (Removed)~~

...

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

...

~~.1 Termination Fee:~~

...

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

PAGE 20

See Exhibit B & C

...

NA

...

Hourly

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0%), or as follows:

Schematic Design Phase		percent(		%)
Design Development Phase		percent(		%)
Construction Documents Phase		percent(		%)
Procurement Phase		percent(		%)
Construction Phase		percent(		%)
<hr/>				
Total Basic Compensation	one hundred	percent(	100	%)

See Exhibit B

See Exhibit C

PAGE 21

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

NA

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

4.5 % four and one half percent

PAGE 22

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

...

~~3~~ 2 Exhibits:

...

Other Exhibits incorporated into this Agreement:

...

Exhibit A. Project Approach

...

Exhibit B. Fee Schedule

...

Exhibit C. Hourly Rates

...

Exhibit D. Insurance Certificate

...

Chris Camp, PLA  
President and CEO

---

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:36:55 ET on 08/23/2019 under Order No. 0727966213 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Mayor

(Title)

August 27, 2019

(Dated)

## **Exhibit A**

### **Project Approach**

Lose Design is pleased to present our qualifications for the design and development of a new Indoor Aquatic & Recreation Facility for Paducah, KY. With a strong history of designing successful aquatics & recreation centers, we have established a high standard for competition and family facilities in their respective communities. The programs and building amenities are designed to cater to the needs of the communities they serve. They have generated overwhelming praise for the design and dedication to providing quality recreation for their patrons.

### **Phase 1. Predesign Services (programming, concept development, site evaluations & operations and management analysis)**

#### **Kickoff Meeting & Programming Session**

Upon award of the design contract for Paducah's new Indoor Aquatic & Recreation Facility, Lose Design will schedule a kickoff meeting with the facilities staff, City representatives and project team, and our design team to ascertain the priority of programming necessities and desires. During this kick-off meeting we will identify any appropriate Community or Citizen interest groups to talk about how they view this facility providing for the present and future needs of the community and schedule the community involvement process. Our proven methodology begins with client discussions and education regarding the project goals and parameters. Our team takes a holistic approach to design. We feel it is important to review the comprehensive goals and objectives of our client's program before developing a conceptual design for a new facility.

#### **Operation and Management Assessment**

During the initial programming phase, Sports Facilities Advisory (SFA) team member will be tasked with generating a proforma for the facility. SFA utilizes existing data, market research, and information gathered via meetings and calls with the City to produce a 5-year cash flow forecast. SFA's pro formas are detailed, institutional-grade financial forecasts, used to support decision-making and financing. The pro forma will provide the City with a detailed understanding of the financial reality of this potential project. The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, facility utilization, and more. The financial forecast will also address the wide range of key performance indicators and contributing factors that influence operations and the overall financial performance of the facility.

Understanding that the City is looking for this analysis to include operational details for the venue, the pro forma will have a detailed breakdown of the required organizational structure and salaries required to operate the venue (operating financial model).

Once this data has been gathered, SFA will produce a summary report for your project. The summary report will include an overview of the pro forma, as well as sports and recreation participation trends. This also includes a list of potential innovative events and activities inclusive of local programming, niche sports markets, and regional events.

### **Site Assessments & Concept Development**

Site evaluations for the four proposed sites will progress simultaneously with the building programming and pro forma development. It will be critical to review the potential project sites for physical and financial opportunities and constraints, while also addressing relevant site/user issues of each site to determine the best site solution. This will help minimize costs in the preparation of the site for the new facility.

Once a site has been selected, a preliminary program will be developed. This program will serve as the project's design guide. Using the program data, Lose will then develop a cohesive building model that includes the intended design elements and provides a skilled design solution.

In conjunction with the initial plans, Lose will produce a preliminary Opinion of Probable Cost (OPC), utilizing data from the pro forma and our team's knowledge of current construction costs. The Lose team will work in conjunction with the city's representatives throughout all phases of the design and make professional recommendations along the way, with the intention of fulfilling the program requirements and maintaining the established budget. We will hold regular and frequent scheduled meetings with both the City Project Team and the Board of Commissioners to keep them apprised of the project status. In these meetings, we will discuss items such as: the design progression as they arise, clarify requirements, generate FFE lists, review cost estimates, and confirm that the design complies with all applicable codes and disciplines. Best building practices, energy efficient solutions, and environmentally sustainable measures will be incorporated into the project's design.

## **Phase 2. Topographic Survey and Geotechnical Testing**

Once the site selection process has identified the preferred site for the new center, a topographic survey will be prepared along with a geotechnical report for the site. These documents will be used to guide the design team as it moves into the development of construction documents.

## **Phase 3. Construction Documents (schematic design, design development and construction documents)**

**The Schematic Design** phase will fine tune the conceptual plans and serve as the basis for implementing design decisions. Preliminary materials, finishes, activities and equipment are reviewed and selected. The facilities plans, sections, utility requirements, code review and budget conformance review are developed during this phase. As with each phase in the design process, regular and frequent scheduled review meetings will be provided with the entire projects team.

On the design team assembled for this project is one of the country's most reputable aquatic consultants, Water Technology, Inc. (WTI). WTI's planning and design approach is a proven, successful methodology for the development of public water-based recreational facilities. WTI was established in 1983 and is an experienced specialty consultant in aquatics.

Our consultants will participate in every step of the project, from design through the warranty period, to add their expertise as to differing alternatives, industry standards, costs, and current facility trends. With our team's previous and ongoing experience, we are especially well suited to address issues specific to aquatics & recreation facilities.

**During the Design Development and Construction Document phases,** Lose will continue to refine the building design to offer the best possible solution for the Paducah facilities. Intended project materials, finishes, activities and equipment are finalized. The facilities plans, sections, utility requirements, code review, project detailing, coordination verification and clash detection are further refined during this phase to aid in streamlining the construction process.

Lose will update the OPC as the design matures and will ensure that the project remains within the established budget. In the event of programmatic expansion or modifications that effect project budget, alternative solutions will be proposed through the value engineering (VE) process to adjust parameters that will aim to bring the project back within the funding range.

With a consensus from the Paducah contingent, construction documents will be finalized. Lose Design will coordinate submission of the Construction Documents package to the appropriate state and local permitting officials for review and approval.

#### **Phase 4. Bidding and Construction Administration**

##### **Bidding**

Upon approval of the documents, the project will be released for the competitive bid process. During this bidding phase, the Lose team will answer and questions from prospective bidders, issue addenda, manage the opening and review of all bids, and make a recommendation to the user agency for award to the successful and appropriate bidder.

##### **Construction Administration**

Following the successful bidder's contract negotiations, Lose Design will schedule a construction kick off meeting to review project parameters, point of contact and communication process, project submittal review process, schedule, and quality control expectations. A Notice to Proceed will be issued to the successful bidder at this meeting. During construction, our team will observe the work for any deficiencies. We will communicate the results of our site observations and any impacts to the schedule in a timely manner. Our qualifications are matched by our commitment to produce an outstanding project for our clients.

Additionally, regular Owner Architect Contractor (OAC) meetings will be scheduled on site with all parties. These meetings will review job progress, discuss any changes to the work and review Contractor's pay requests. Outside of these meetings, the Lose team will review product submittals, respond to Contractor questions on the work, and recommend solutions and alternatives for the best resolution of issues.

Upon notification from the Contractor that construction has reached substantial completion, Lose will schedule a Substantial Completion Inspection. A physical inspection will be performed and a comprehensive list of incomplete or deficient items will be generated and issued to the Contractor for the correction prior to the final inspection and payment. Lose Design will administer customary Project Close Out procedures to aid in a smooth transition of ownership from the GC to the city for end use.

Lose Design will remain available during the one-year warranty period to address issues and problems as they arise, provide recommendations for their correction, and verify that corrective measures have been implemented by the GC to the satisfaction of the city and its representatives.

## Exhibit B

August 8, 2019

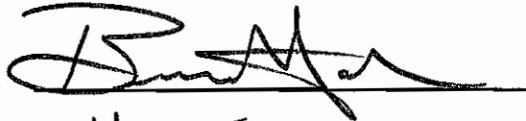
### RE: Fees for Design & Construction Administration Services for Indoor Aquatic & Recreation Facility

Lose Design is pleased to submit a fee proposal for the design and construction administration services for the Indoor Aquatics & Recreation Facility. Our fees are based on the stated construction budget of \$15,000,000. We have broken our fees into four phases, Pre-Design, Surveying and Geotechnical Services, Design and Permitting through Construction Administration Services. We have also provided a budget figure for developing a topographic survey and geotechnical report and once a site is selected we can provide a hard cost for the services. Lose Design will only proceed with each phase of the project upon receiving a signed copy of this fee proposal directing us to proceed.

#### Phase 1. Predesign Services

Lose Design: programming, concept development and site evaluations (5.75% of construction cost x 5%)	\$ 43,125.00
WTI: programming and concept development	\$ 9,600.00
SFA: programming, operations and management feasibility study	\$ <u>32,500.00</u>
<b>Total</b>	<b>\$ 85,225.00</b>

Authorization to Proceed:



Title:

Mayor

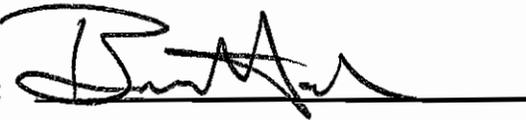
#### Phase 2. Survey and Geotechnical Testing

As the exact site for the facility has not been determined, fees for required topographic survey work and development of a geotechnical report cannot be provided. Based on discussions with design team members it is recommended that a budget line of \$25,000.00 be established for this work.

**Total**

**\$25,000.00**

Authorization to Proceed:



Title:

Mayor

**Phase 3. Construction Documents (schematic design- construction documents)**

Lose Design: (5.75% of construction cost x 60%)	\$517,500.00
WTI: aquatics construction documents	<u>\$162,600.00</u>
<b>Total</b>	<b>\$680,100.00</b>

**Authorization to Proceed:** \_\_\_\_\_

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

**Permitting, Bidding & Construction Administration**

Lose Design: (5.75% of construction cost x 35%)	\$301,875.00
WTI: aquatics coordination and construction administration	<u>\$ 28,600.00</u>
<b>Total</b>	<b>\$330,475.00</b>

**Authorization to Proceed:** \_\_\_\_\_

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

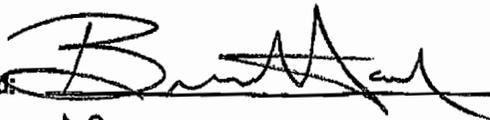
**Total Base Fee** **\$1,120,800.00**

As outlined above the total base fee for both predesign services through construction administration and project close out is \$1,120,800. In addition to the base fee, reimbursable expenses will be bill at cost. The base fee excluding predesign services and aquatics design services is based on a fee of 5.75% of construction cost for all architectural, civil, MPE, & structural engineering services and landscape architectural services. Actual fees will be adjusted to reflect the final construction cost based on actual bids received on the project for base design elements and add alternate bid items.



**Phase 3. Construction Documents (schematic design- construction documents)**

Lose Design: (5.75% of construction cost x 60%)	\$517,500.00
WTI: aquatics construction documents	<u>\$162,600.00</u>
<b>Total</b>	<b>\$680,100.00</b>

Authorization to Proceed: 

Title: Mayor

**Permitting, Bidding & Construction Administration**

Lose Design: (5.75% of construction cost x 35%)	\$901,875.00
WTI: aquatics coordination and construction administration	<u>\$ 28,600.00</u>
<b>Total</b>	<b>\$930,475.00</b>

Authorization to Proceed: \_\_\_\_\_

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

**Total Base Fee** **\$1,120,800.00**

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# ATTACHMENT C – Hourly Rates

## LOSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

### Professional Services Hourly Rate

Principal/President .....	\$240.00
Executive Vice President.....	\$220.00
Vice President .....	\$200.00
Division Director I .....	\$185.00
Division Director II .....	\$160.00
Marketing Director.....	\$110.00
Senior Landscape Architect, Architect, Engineer, and Planner .....	\$140.00
Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator..	\$110.00
LA I, Architect I, Engineer I, Project Manager I .....	\$115.00
LA II, Architect II, Engineer II, Project Manager II .....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I BIM Specialist, GIS Specialist I, Assistant Graphic Designer I.....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II GIS Specialist II, Assistant Graphic Designer II .....	\$90.00
Technician I .....	\$80.00
Interior Designer .....	\$95.00
Technician II .....	\$75.00
Marketing Coordinator .....	\$70.00
Assistant Accounts Manager, Administrative Assistant I .....	\$60.00
Administrative Assistant II.....	\$35.00

### Reimbursable Expenses

Consultants' Services	cost
Prints	cost
Long Distance Telephone Charges	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

January 1, 2019

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost. These rates are current until January 1, 2020, at which time they may be adjusted by the Design Professional.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 104 Woodmont Blvd. Suite 400 Nashville TN 37205	<b>CONTACT NAME:</b> Judy Witt <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jwitt@risk-strategies.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Co of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co of Amer	25666	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	Travelers Indemnity Co	25658	INSURER D:	XL Specialty Insurance Company	37885	INSURER E:			INSURER F:	
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<b>INSURED</b> Lose & Associates Inc., dba Lose Design 2809 Foster Avenue Nashville TN 37210																					

**COVERAGES**                      **CERTIFICATE NUMBER:** 08/21/2019                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6807H159910	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA7H160748	10/11/2018	10/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H161284	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6J795832	10/11/2018	10/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9944630	06/26/2019	06/26/2020	Each Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

**CERTIFICATE HOLDER****CANCELLATION**

City of Paducah 300 S. 5th Street  Paducah KY 42002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **Agenda Action Form Paducah City Commission**

Meeting Date: July 14, 2020

Short Title: Adopt the 2020 Our Paducah Strategic Plan - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

**Background Information:** The proposed 2020 Our Paducah Strategic Plan reflects the Board of Commissioners' goals from input received during annual strategic plan retreat on January 25, 2020 and the FY21 budget process. Similar to previous years, the Commissioners identified the highest priorities in each Key Performance Indicator, which are known as What's Important Now (WIN) initiatives. There are two new categories in the supplemental document for Continuous Improvement and What's Important Later (WIL) initiatives.

The Key Team Member will provide quarterly updates for the remainder of 2020 for all WIN, High, Medium and Low priorities.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
  Account Number:

Staff Recommendation: Adopt the 2002 Our Paducah Strategic Plan

Attachments:

1.    Municipal Order
2.    Our Paducah 2020 Annual Scorecard for Adoption

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

**A MUNICIPAL ORDER AMENDING THE CITY'S  
STRATEGIC PLAN AND ADOPTING THE STRATEGIC  
PLAN ACTION STEPS FOR THE CITY OF PADUCAH**

**WHEREAS**, the Board of Commissioners of the City of Paducah adopted Municipal Order No. 2098 on May 8, 2018, entitled, "An Municipal Order Of The City Of Paducah, Kentucky, Approving Two Core Elements Of The City's Strategic Plan (Vision And Key Performance Areas & Objectives); And Directing The City Manager And His Staff To Establish The Mission And Organizational Values For The Strategic Plan And Prepare An Implementation Action Plan For The Final Core Element Of The Strategic Plan"; and

**WHEREAS**, the Board of Commissioners of the City of Paducah adopted Municipal Order No. 2193 on December 17, 2018, entitled, "A Municipal Order Adopting The Mission Statement And Organizational Values For The City Of Paducah, Kentucky"; and

**WHEREAS**, the Board of Commissioners of the City of Paducah adopted Municipal Order No. 2207 on February 12, 2019, to revise the Vision and Key Performance Areas of the Strategic Plan and adopt Strategic Plan Action Steps; and

**WHEREAS**, the Board of Commissioners met on January 25, 2020, for a Commission retreat to review the elements of the Strategic Plan; and

**WHEREAS**, the Board of Commissioners now wish to revise the Strategic Plan to reflect current goals.

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

**SECTION 1.** That the Key Performance Areas of the City of Paducah are hereby amended as follows:

- ~~[Maintain a High Level of Safety for All]~~ Public Safety
- Develop Healthy and Sustainable Neighborhoods
- Maintain Thoughtful and Modern Infrastructure
- Provide Open, Smart, and Engaged Government
- Creative Industries
- Empower Upward Economic Mobility for All
- ~~[Provide Excellent Recreation Experiences for All Ages and Abilities]~~ Recreation & Wellbeing
- Celebrate a Diverse Community

**SECTION 2.** That two new categories are hereby created that shall be called Continuous Improvement and What's Important Later.

**SECTION 3.** That the Board of Commissioners hereby adopts the Strategic Plan Action Steps along with the Continuous Improvement and What's Important Later Items that are attached hereto as **Exhibit A** and incorporated herein by reference.

SECTION 4. That all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Municipal Order are, to the extent of such conflict, hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

SECTION 5. This Municipal Order shall become effective on the date of its adoption and shall remain in effect until amended or repealed by action of the Board of Commissioners of the City of Paducah, Kentucky.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners July 14, 2020  
Recorded by Lindsay Parish, City Clerk, July 14, 2020  
\\mo\Strategic Plan 2020 Amendment

**Exhibit A**  
**Strategic Plan Action Steps**

## Performance Area: Empower Upward Economic Mobility

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
E-1	Be a small business advocate and resource for new and existing businesses	Kathryn Byers	<b>WIN</b>	2020	Conduct business retention visits throughout the city and assist businesses with growth and development
E-2	Implement TIF district in downtown Paducah	Katie Axt	<b>WIN</b>	2020	Successful implementation of the TIF district through the State
E-3	Promote occupancy in all downtown buildings	Katie Axt	<b>WIN</b>	2020	90% of downtown buildings occupied
E-4	BUILD Grant - design and construct a steamboat excursion dock, park, and pedestrian connections to downtown	Ty Wilson	<b>WIN</b>	2020 - 2023	Entire stretch of the riverfront will be redeveloped to attract tourists, encourage business investment, and mixed use development
E-5	Promote maximum participation in the complete count Census 2020	Pam Spencer	<b>WIN</b>	2020	Great participation from all demographics within the City
E-6	Initiate and maintain ongoing effective communications with GPED	Jim Arndt	High	2020	Conduct regular monthly meetings with GPED CEO and continually update Board of Commissioners on quarterly basis
E-7	Partner with local taskforce to create a program that helps individuals living in poverty obtain and keep employment	Michelle Smolen	High	2020	Participate in the local taskforce meetings and support the elected officials in this endeavor

## Performance Area: Maintain Thoughtful & Modern Infrastructure

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
I-1	Continue to expand the Greenway Trail Corridor throughout the City	Tammara Tracy & Rick Murphy	<b>WIN</b>	2020	Completion of the Bob Leeper Bridge and construction of Phase 5. Plan Phase 6 and apply for grant funding
I-2	Continue implementation of the USACE/City of Paducah \$32m Local Flood Protection Project (LFPP) Restoration	Rick Murphy	<b>WIN</b>	2020 - 2022	Replacement of discharge pipes & the slice gate, rehabilitation of various mechanical components and motors at Pump Station #2
I-3	Stormwater utility maintenance and mitigation	Rick Murphy & Chris Yarber	<b>WIN</b>	2020	Design and construct targeted stormwater maintenance projects and improvements
I-4	Complete the 5 year facility asset improvement plan and begin implementation	Rick Murphy & Chris Yarber	High	2020	Begin implementation of capital facility improvements
I-5	Improve and maintain cyber security and City Hall security	Stephen Chino	High	2020	Complete Phase 1 security improvements and access control at City Hall and conduct employee cyber security training seminars
I-6	Design and construct pedestrian safety improvements - Crossings, sidewalks, flashing lights, etc.	Rick Murphy	High	2020	Installation of new sidewalks and improvements of pedestrian interchanges in high traffic areas and/or critical connections

## Performance Area: Develop Healthy & Sustainable Neighborhoods

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
N-1	Encourage, incentivize, and/or support more housing options throughout the City	Tammara Tracy	<b>WIN</b>	2020	Development and construction of more housing options
N-2	Engage and empower neighborhoods to thrive	Melanie Reason	<b>WIN</b>	2020	Development, participation and leadership in neighborhood associations throughout the city

## Performance Area: Public Safety

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
P-1	Adopt and implement alternative 911 revenue source through a partnership with the County and upgrade the countywide system	Michelle Smolen & Chief Laird	<b>WIN</b>	2020	A stable and sustainable revenue source that supports emergency telecommunications and capital expenditures
P-2	Expand substance abuse community education, awareness and enforcement efforts	Chief Laird	High	2020 - 2022	Provide ongoing educational outreach sessions for diverse communities within the city
P-3	Design and build a cooperative public safety training facility and grounds	Chief Kyle	High	2020 - 2023	Obtain grant funding to begin the design and construction of the facility

## Performance Area: Recreation & Wellbeing

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
R-1	Plan, design and construct a sports plex and indoor recreation aquatic facility	James Arndt	<b>WIN</b>	2020 - 2021	Complete design and begin construction of the indoor recreation and aquatic facility in Noble Park
R-2	Support the Sports Commission in their pursuit of the long term development, design, construction, operation, maintenance, sales and marketing of tournament worthy sports facilities	Amie Clark	<b>WIN</b>	2020	Attend and participate at the McCracken County Sports Commission meetings advocating for outdoor fields in the City
R-3	Evaluate and combine outdoor concerts and block party	Molly Tomasallo Johnson	<b>WIN</b>	2020	Work with Mainstreet Coordinator to maximize participation and attendance at regularly scheduled downtown events
R-4	Conduct pop-up farmers market throughout the city	Molly Tomasallo Johnson	High	2020	Implement pop-up farmer's markets in various locations within the city
R-5	Create, promote and increase awareness about shoreline and river based recreation activities/competitions	Katie Axt	High	2020 - 2023	Continue Tennessee Riverline initiative and create river based recreation activity
R-6	Improve the experience of planning community special events for the customers	Michelle Smolen & MMT	High	2020	Streamline the internal process while keeping customers at the forefront

## Performance Area: Open, Smart & Engaged Government

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
O-1	Implement Measures to Recruit & Retain Quality City Employees	Stefanie Suazo	<b>WIN</b>	2020	Become a preferred employer within the western KY, southern IL and southeast MO region

## Performance Area: Creative Industries

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
C-1	Fully appoint and support a Creative and Cultural Council	Lindsay Parish & Tammara Tracy	<b>WIN</b>	2020	An Arts Council is created to enhance current activities and monitor progress with measurable objectives
C-2	Recognize, promote and encourage creative industry growth	Creative and Cultural Council	High	2020 - Ongoing	Continue to increase the number of advanced workshops focused on entrepreneurial and business development for creative industries
C-3	Assist local arts and culture organizations with grant funding	Ty Wilson	High	2020 - Ongoing	Provide technical assistance to the Creative and Cultural Council in pursuing arts grants
C-4	Promote and encourage Creative Exchanges with other Creative Cities	Mayor Harless	High	2020 - Ongoing	Continue to enhance our global reputation through UNESCO
C-5	Implement an annual assessment on arts and culture	Creative and Cultural Council	Low	2020 - Ongoing	Conduct an annual assessment to track progress

## Performance Area: Celebrate a Diverse Community

Item Code	Action Item	Key Team Member	Priority Level	Action Timeline	Expectations
D - 1	Develop intentional inclusion efforts throughout our organization	Leadership Team	<b>WIN</b>	2020 - Ongoing	Inclusion will be the norm in Team Paducah's culture that sets an example for the community

<b>Continuous Improvement</b>		
<b>Item Code</b>	<b>Action Item</b>	<b>Key Team Member</b>
CI - 1	Continue to support efforts to cultivate local entrepreneurship and innovation with Sprocket and CodeFi	Kathryn Byers
CI - 2	Implement new zoning regulations	Tammara Tracy
CI - 3	Improve and construct internet Wi-Fi at public places	Stephen Chino
CI - 4	Improve street conditions within the City	Rick Murphy
CI - 5	Increase energy efficiency within City-owned and operated facilities and street lights	Rick Murphy
CI - 6	Intensify parks maintenance and cleanliness efforts	Mark Thompson
CI - 7	Promote, design and encourage annual athletic tournaments and competition	Amie Clark
CI - 8	Host city sponsored special events partnering with community/business partners	Molly Tomasallo Johnson
CI - 9	Continue enhancement of parks equipment, and signage	Amie Clark
CI - 10	Continue new youth oriented community policing programs and projects	Asst. Chief Copeland
CI - 11	Continue to develop a dynamic, interactive, resource-rich website, online services and social media presence	Leadership Team
CI - 12	Create and sustain a customer centric culture aligned with our organizational values	Lindsay Parish
CI - 13	Host high school and college interns on a regular basis	Stefanie Suazo

<b>What's Important Later</b>		
<b>Item Code</b>	<b>Action Item</b>	<b>Key Team Member</b>
WIL 1	Downsize the City's ownership in facilities	Jim Arndt
WIL 2	Pursue national recreation and parks association departmental accreditation	Amie Clark
WIL 3	Develop and implement a fire community risk reduction program	April Tinsman
WIL 4	Implement a city-wide branding campaign	Jim Arndt
WIL 5	Solicit, promote, and encourage film productions and/or live theater in the City	Tammara Tracy
WIL 6	Beautification of commercial corridors through the focus on signage at gateways	Rick Murphy & Chris Yarber
WIL 7	Create a comprehensive bike plan	Tammara Tracy
WIL 8	Adopt and implement performance management standards throughout the organization	City Manager's Office
WIL 9	Create a community awards program to celebrate the fulfillment of the city's vision	Pam Spencer

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 14, 2020

Short Title: Rezoning of 5802 Commerce Drive - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Tammara Tracy

**Background Information:** The Industrial Development Authority wishes to rezone 16.38 acres on the western edge of Commerce Park from R-1 Low Density Residential Zone to M-1 Light Industrial Zone. The initial development would be a water tower that is proposed to contain 1,000,000 gallons of water and stand 170-180 feet tall. The purpose of the water tower is to enhance water pressure in the Cairo Road pressure zone.

The proposed M-1 Zone is in compliance with the City of Paducah Comprehensive Plan. The Paducah Planning Commission met on June 15, 2020 and forwarded a positive recommendation to the Board of Commissioners to rezone the property.

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

If yes, please list the Action Step Item Codes(s): E-1; E-7

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Rezone the property to the M-1 Zoning classification.

**Attachments:**

1. Commerce Drive Plat
2. Commerce Drive site plan
3. Signed Resolution
4. Ordinance

**PROPERTY NOTES:**

**CLIENT:**  
 PADUCAH-McCRACKEN CO. INDUSTRIAL DEV. AUTHORITY  
 300 CLARENCE GAINES ST./P.O. BOX 1155  
 PADUCAH, KENTUCKY 42002

**OWNERS:** PADUCAH-McCRACKEN CO. INDUSTRIAL DEV. AUTHORITY  
 300 CLARENCE GAINES ST.  
 P.O. BOX 1155  
 PADUCAH, KENTUCKY 42002

**SOURCE OF TITLE:** DEED BOOK 989, PAGE 62

**PLAT REFERENCES:** PLAT SECTION L, PAGE 873; PLAT SECTION L, PAGE 856

**AREA SUMMARY:**

TOTAL AREA:  
 713,818 SQUARE FEET  
 16.387 ACRES

**INTENT:**

THE INTENT OF THIS EXHIBIT IS TO REZONE THE SHADED PROPERTY FROM R-1 TO M-1 AS SHOWN HEREON.

**CITY ZONING INFORMATION:**

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-1". ZONE "R-1" = LOW DENSITY RESIDENTIAL ZONE.

**MINIMUM YARD REQUIREMENTS:**

FRONT: 40'  
 SIDE: 8'  
 REAR: 25'

**MINIMUM AREA REQUIREMENTS:**

1. SINGLE-FAMILY DWELLINGS: 12,000 SQ. FT.
2. TWO-FAMILY DWELLINGS: 7,000 SQ. FT. PER UNIT
3. MULTI-FAMILY DWELLINGS: 5,000 SQ. FT. PER UNIT (4 OR MORE UNITS: 4,000 SQ. FT. PER UNIT)

MINIMUM LOT WIDTH: 75'

**CITY ZONING INFORMATION:**

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "M-1". ZONE "M-1" = LIGHT INDUSTRIAL ZONE

**MINIMUM YARD REQUIREMENTS:**

1. 10,000 S.F. OF LESS
  - 1.1. FRONT YARD: 25' (50' IF ALONG HIGHWAY)
  - 1.2. SIDE YARD: 10'
  - 1.3. REAR YARD: NONE (25' IF ABUTTING RESIDENTIAL)
2. MORE THAN 10,000 S.F.
  - 2.1. FRONT YARD: 50'
  - 2.2. SIDE YARD: 25'
  - 2.3. REAR YARD: NONE (25' IF ABUTTING RESIDENTIAL)

**MINIMUM AREA REQUIREMENTS:**

1. 4,000 S.F. OR LESS
1. MINIMUM LOT AREA: 7,500 SQ.F.T.
2. MINIMUM LOT WIDTH: 60'

**MINIMUM AREA REQUIREMENTS:**

1. 15,000 SQ.F.T.
2. MINIMUM LOT WIDTH: 75'

**MAXIMUM BUILDING HEIGHT:**

75'

**COUNTY ZONING INFORMATION:**

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "UR". ZONE "UR" = URBANIZING RESIDENTIAL DISTRICT.

**MINIMUM YARD REQUIREMENTS:**

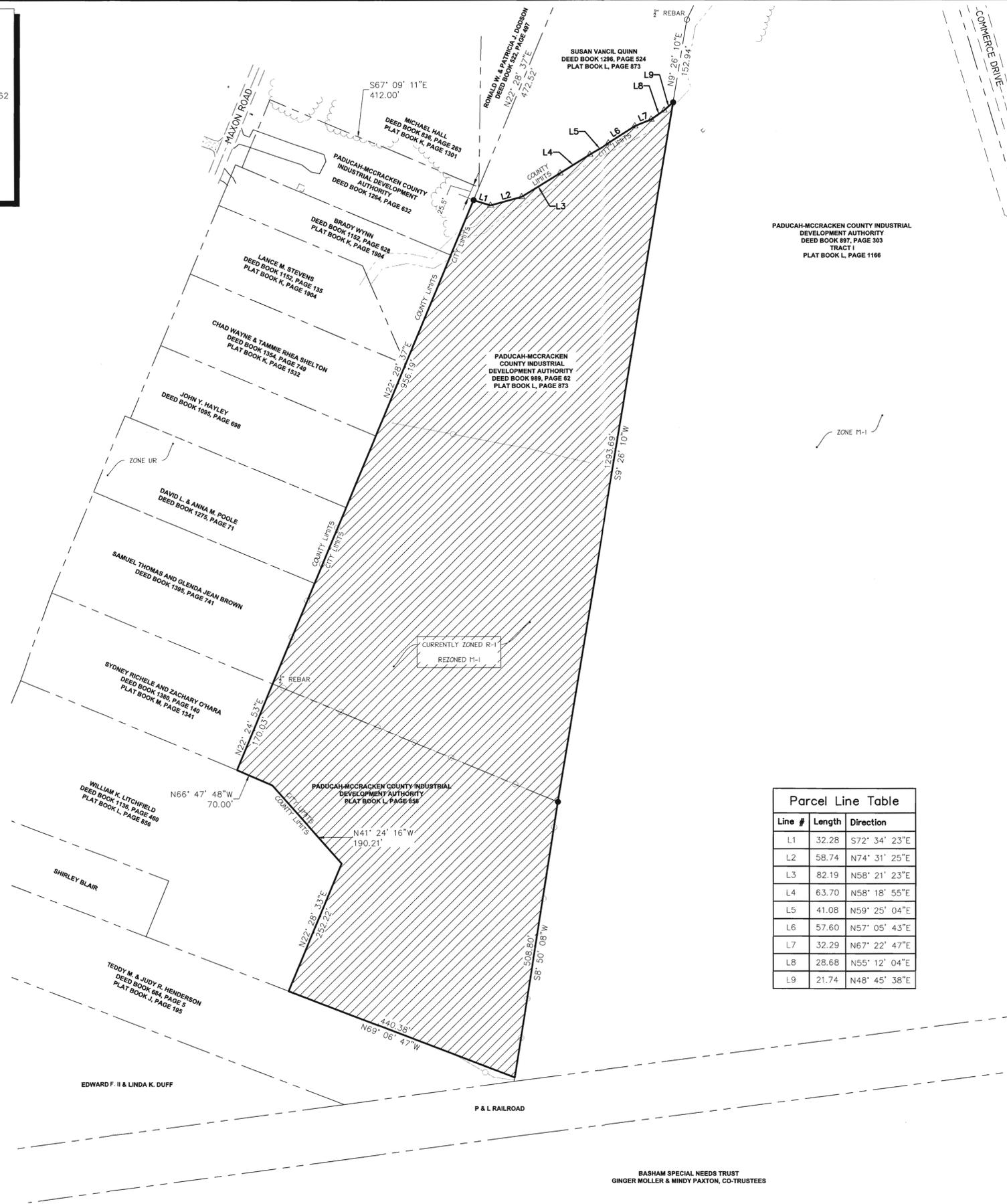
1. RESIDENTIAL USES
  - 1.1. FRONT YARD: 30'
  - 1.2. SIDE YARD: 8' (4' - ACCESSORY BUILDINGS)
  - 1.3. REAR YARD: 25' (8' - ACCESSORY BUILDINGS)
2. NON-RESIDENTIAL USES
  - 2.1. FRONT YARD: 75'
  - 2.2. SIDE YARD: 25'
  - 2.3. REAR YARD: 25'

**MINIMUM AREA REQUIREMENTS:**

1. 7,500 SQ.F.T.
2. MINIMUM LOT WIDTH: 75'

**MINIMUM AREA REQUIREMENTS FOR MULTI-FAMILY DWELLINGS:**

1. MINIMUM LOT AREA PER UNIT: 4,000 SQ.F.T.

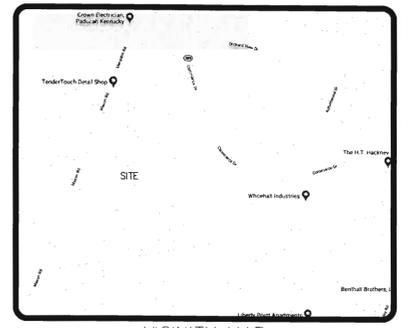


**Parcel Line Table**

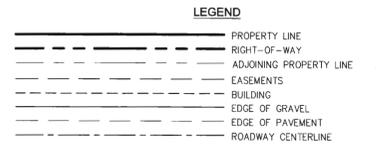
Line #	Length	Direction
L1	32.28	S72° 34' 23"E
L2	58.74	N74° 31' 25"E
L3	82.19	N58° 21' 23"E
L4	63.70	N58° 18' 55"E
L5	41.08	N59° 25' 04"E
L6	57.60	N57° 05' 43"E
L7	32.29	N67° 22' 47"E
L8	28.68	N55° 12' 04"E
L9	21.74	N48° 45' 38"E



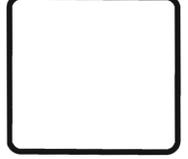
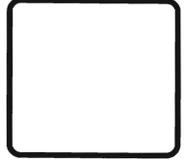
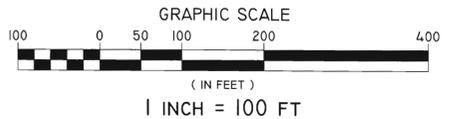
BEARINGS SHOWN HEREON BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (SOUTH) ZONE



VICINITY MAP



NOTE: THIS SURVEY IS NOT FOR LAND TITLE TRANSFER.



PROJECT NO. 20071 DATE 05/15/2020  
 DRAWN BY: KJM CHECKED BY: KJW

REV.	DESCRIPTION	DATE

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

403 N. COMB STREET  
 PADUCAH, KY 42001  
 PHONE: 270.885.9999 FAX: 270.885.9997  
 403 N. COMB STREET  
 PADUCAH, KY 42001  
 PHONE: 270.885.9999 FAX: 270.885.9997

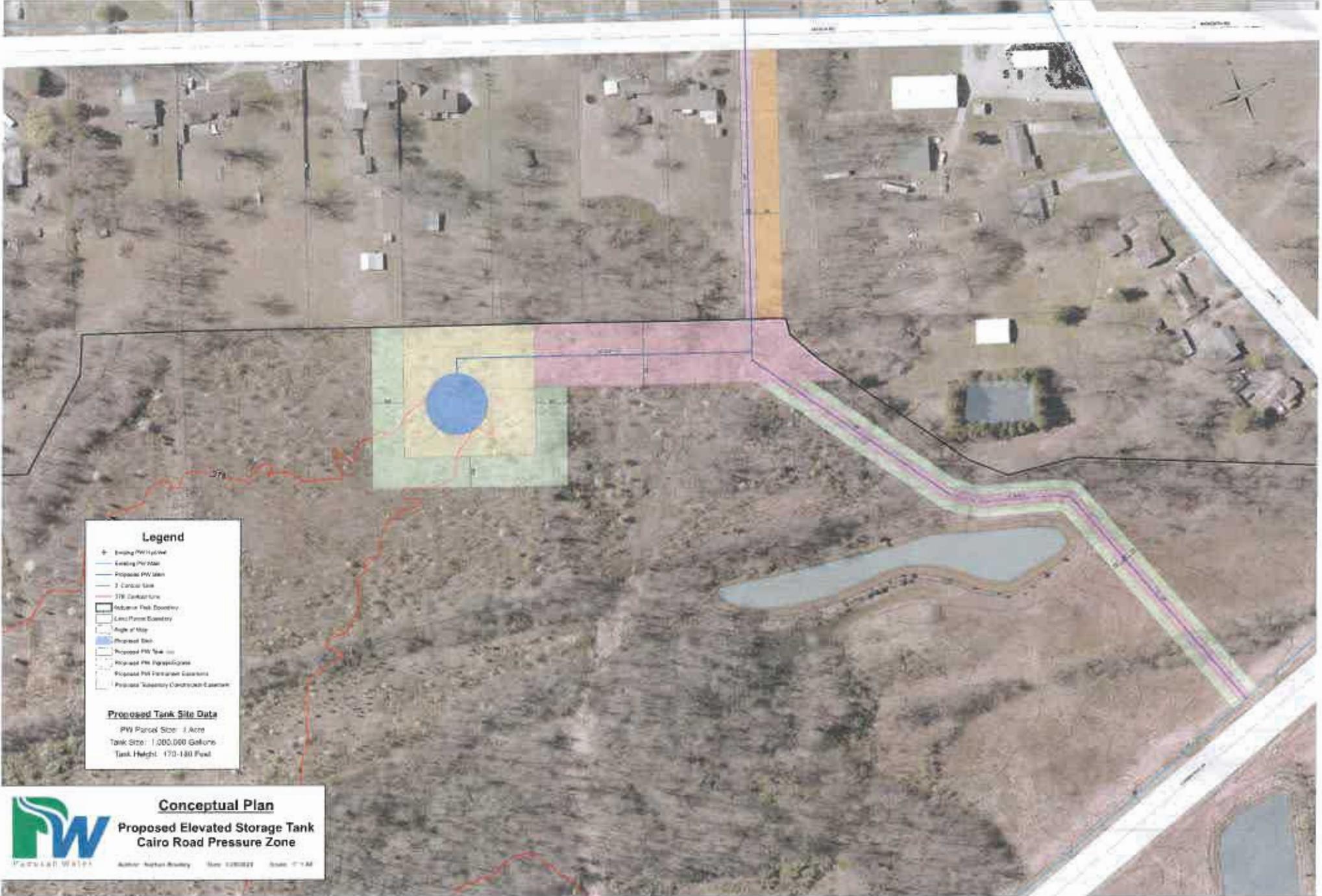
ZONE CHANGE EXHIBIT

PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT  
 CAIRO ROAD  
 PADUCAH, McCRACKEN CO., KENTUCKY

FOR PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT

SHEET  
**SV1.0**

BASHAM SPECIAL NEEDS TRUST  
 GINGER MOLLER & MINDY PAXTON, CO-TRUSTEES



**Legend**

- Existing PW System
- Existing PW Main
- Proposed PW Main
- 3' Contour Line
- 375 Contour Line
- Industrial Park Boundary
- Land Parcel Boundary
- Right of Way
- Proposed Tank
- Proposed PW Tank (m)
- Proposed PW Infiltration Basin
- Proposed PW Detention Basin
- Proposed Secondary Containment Basin

**Proposed Tank Site Data**

PW Parcel Size: 1 Acre  
Tank Size: 1,000,000 Gallons  
Tank Height: 170-180 Feet



**Conceptual Plan**  
**Proposed Elevated Storage Tank**  
**Cairo Road Pressure Zone**

Author: Nathan Rowley Date: 02/08/22 Scale: 1"=100'

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE) FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE.

WHEREAS, a public hearing was held on June 15, 2020 by the Paducah Planning Commission after advertisement pursuant to law; and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing; and

WHEREAS, the existing zoning, R-1 (Low Density Residential) is inappropriate and M-1 (Light Industrial Zone) is appropriate; and

WHEREAS, the proposed zoning change is in compliance with the City of Paducah Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah the amendment of the Paducah Zoning Map so as to change the zoning for the aforementioned area from R-1 (Low Density Residential Zone) to M-1 (Light Industrial Zone) and being more particularly described as follows:

#### **ZONE CHANGE LEGAL DESCRIPTION – TRACT 1**

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the east side of Maxon Road, south of Cairo Road and east of Commerce Drive, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point, approximately 30 feet from the centerline of Maxon Road, said point being the northwest corner of the Paducah-McCracken County Industrial Development Authority property (recorded in Deed Book 1264, Page 632) and the southwest corner of the Michael Hall property (recorded in Deed Book 836, Page 263);

Thence, S67°09'11"E a distance of 412.00 feet to a point, said point being the northeast corner of the above said Paducah-McCracken County Industrial Development Authority property and the southeast corner of the above said Michael Hall property;

Thence, S22°28'37"W a distance of 25.5 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set), said point being THE TRUE POINT OF BEGINNING;

Thence along the north property line of Tract 1 with the centerline of a creek, S72°34'23"E a distance of 32.28 feet to a point;

Thence continuing along the centerline of said creek, N74°31'25"E a distance of 58.74 feet to a point;

Thence continuing along the centerline of said creek, N58°21'23"E a distance of 82.19 feet to a point;

Thence continuing along the centerline of said creek, N58°18'55"E a distance of 63.70 feet to a point;

Thence continuing along the centerline of said creek, N59°25'04"E a distance of 41.08 feet to a point;

Thence continuing along the centerline of said creek, N57°05'43"E a distance of 57.60 feet to a point;

Thence continuing along the centerline of said creek, N67°22'47"E a distance of 32.29 feet to a point;

Thence continuing along the centerline of said creek, N55°12'04"E a distance of 28.68 feet to a point;

Thence continuing along the centerline of said creek, N48°45'28"E a distance of 64.74 feet to a point;

Thence with the south property line of Tract 1, N69°06'47"W a distance of 440.38 feet to a point;

Thence continuing with the south property line of Tract 1, N22°28'33"E a distance of 252.22 feet to a point;

Thence continuing with the south property line of Tract 1, N41°24'16"W a distance of 190.21 feet to a point;

Thence continuing with the south property line of Tract 1, N66°47'48"W a distance of 70.00 feet to a point, said point being the southwest corner of Tract 1, said point also being the southeast corner of the Sydney Richele and Zachary O'Hara property (recorded in Deed Book 1380, Page 140);

Thence with the west property line of Tract 1 and the east property line of the above said O'Hara property, N22°24'53"E a distance of 170.03 feet to a ½" rebar (found);

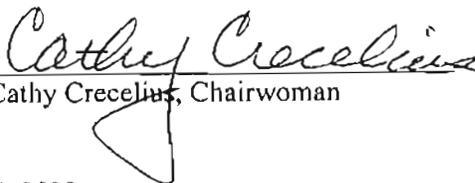
Thence continuing along the west property line of Tract 1, N22°28'37"E a distance of 956.19 feet to the Point of Beginning.

The above described Tract contains 16.387 acres.

BEING the same as the Paducah McCracken County Industrial Development Authority property recorded in Deed Book 989, Page 62.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause; the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on June 15, 2020

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE)

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on June 15, 2020, and entitled, “A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE) FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE,” be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and the map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described properties be changed from R-1 to M-1:

**ZONE CHANGE LEGAL DESCRIPTION – TRACT 1**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the east side of Maxon Road, south of Cairo Road, and east of Commerce Drive, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point, approximately 30 feet from the centerline of Maxon Road, said point being the northwest corner of the Paducah-McCracken County Industrial Development Authority property (recorded in Deed Book 1264, Page 632) and the southwest corner of the Michael Hall property (recorded in Deed Book 836, Page 263);

Thence, S67°09'11"E a distance of 412.00 feet to a point, said point being the northeast corner of the above said Paducah-McCracken County Industrial Development Authority property and the southeast corner of the above said Michael Hall property;

Thence, S22°28'37"W a distance of 25.5 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set), said point being THE TRUE POINT OF BEGINNING;

Thence along the north property line of Tract 1 with the centerline of a creek, S72°34'23"E a distance of 32.28 feet to a point;

Thence continuing along the centerline of said creek, N74°31'25"E a distance of 58.74 feet to a point;

Thence continuing along the centerline of said creek, N58°21'23"E a distance of 82.19 feet to a point;

Thence continuing along the centerline of said creek, N58°18'55"E a distance of 63.70 feet to a point;

Thence continuing along the centerline of said creek, N59°25'04"E a distance of 41.08 feet to a point;

Thence continuing along the centerline of said creek, N57°05'43"E a distance of 57.60 feet to a point;

Thence continuing along the centerline of said creek, N67°22'47"E a distance of 32.29 feet to a point;

Thence continuing along the centerline of said creek, N55°12'04"E a distance of 28.68 feet to a point;

Thence continuing along the centerline of said creek, N48°45'38"E a distance of 21.74 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set), said point being the northeast property corner of Tract 1, said point also being the southeast corner of the Susan Vancil Quinn property (recorded in Deed Book 1296, Page 524), said point also being in the west property line of the Paducah McCracken County Industrial Development Authority property (recorded in Deed Book 897, Page 303);

Thence with the east property line of Tract 1 and the west property line of the above said Paducah McCracken County Industrial Development Authority property, S9°26'10"W a distance of 1293.69 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set);

Thence continuing along the above said property line of Tract 1 and the Paducah McCracken County Industrial Development Authority property, S8°50'08"W a distance of 508.80 feet to a point;

Thence with the south property line of Tract 1, N69°06'47"W a distance of 440.38 feet to a point;

Thence continuing with the south property line of Tract 1, N22°28'33"E a distance of 252.22 feet to a point;

Thence continuing with the south property line of Tract 1, N41°24'16"W a distance of 190.21 feet to a point;

Thence continuing with the south property line of Tract 1, N66°47'48"W a distance of 70.00 feet to a point, said point being the southwest corner of Tract 1, said point also being the southeast corner of the Sydney Richele and Zachary O'Hara property (recorded in Deed Book 1380, Page 140);

Thence with the west property line of Tract 1 and the east property line of the above said O'Hara property, N22°24'53"E a distance of 170.03 feet to a ½" rebar (found);

Thence continuing along the west property line of Tract 1, N22°28'37"E a distance of 956.19 feet to the Point of Beginning.

The above described Tract contains 16.387 acres.

BEING the same as the Paducah McCracken County Industrial Development Authority property recorded in Deed Book 989, Page 62.

The above described tract is not for land title transfer.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 14, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by the Paducah Sun, \_\_\_\_\_

\ord\plan\zone\5802 Commerce Drive R-1 to M-1

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 14, 2020

**Short Title:** A Change Order to the Agreement with Jim Smith Contracting, LLC for the 2018-2019 Resurfacing Program to Include Contract Pricing for Pavement Markings - **R MURPHY**

**Category:** Ordinance

Staff Work By:

Presentation By: Rick Murphy

**Background Information:** On April 25, 2018, the Board of Commissioners adopted Ordinance No. 2018-05-8533 authorizing the Mayor to execute a Contract for the City of Paducah's 2018-2019 Resurfacing Program (attached) in substantial compliance with the Bid Specifications as contained in the bid dated April 18, 2018. The Contract executed on April 25, 2018, stipulated the time period being for the remaining portion of the 2018 calendar and for the 2019 calendar year ending December 31, 2019. Additionally, the Contract authorized a one-year option to renew if both parties agreed; and on December 10, 2019, the parties agreed the contract period will now end December 31, 2020.

The City recognizes the need for optimal project completion for the Resurfacing Program, and both parties agree to an addendum to the agreement to include the firm contract pricing for pavement markings (attached).

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

If yes, please list the Action Step Item Codes(s): I-6: Improve street conditions within the City

**Funds Available:** Account Name: MAP Fund Street Resurfacing & Rehabilitation

Account Number: 23002217 542270

**Staff Recommendation:** Authorize the Mayor to sign the change order to the City of Paducah's 2018-2019 Resurfacing Program Agreement with Jim Smith Contracting, LLC to include Contract Pricing for Pavement Markings.

**Attachments:**

1. Ordinance
2. City of Paducah 2018-2019 Resurfacing Program Contract
3. City of Paducah 2018-2019 Resurfacing Program Contract Change Order

ORDINANCE 2020-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC, IN ORDER TO EXTEND THE CONTRACT AND INCLUDE THE CONTRACT PRICING FOR PAVEMENT MARKINGS

WHEREAS, the City Commission approved Ordinance No. 2018-5-8533 on April 25, 2018, to enter into a contract with Jim Smith Contracting Company, LLC, for the City of Paducah's Resurfacing Program; and

WHEREAS, the City Commission now desires to enter into Change Order No. 1 to the contract with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include the Contract Pricing for Pavement Markings.

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

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include Contract Pricing for Pavement Markings for the City of Paducah's Resurfacing Program as outlined in said Change Order No. 1.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners July 14, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, Paducah City Clerk, \_\_\_\_\_

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

\\ord\eng\chgord 1-Jim Smith Contracting Resurfacing Program 2020

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

**AGREEMENT FOR THE 2018-2019 RESURFACING PROGRAM**

**THIS AGREEMENT**, made this 25<sup>th</sup> day of April, 2018 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Jim Smith Contracting Co., LLC**, 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 **2018-2019 RESURFACING PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

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

**ARTICLE 2. CONTRACT TIME**

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the **2018** calendar year and the **2019** calendar year ending **December 31, 2019**. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending **December 31, 2020**, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past **December 31, 2019**.

**ARTICLE 3. THE CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Asphalt Milling and Resurfacing work as quoted in the Bid Proposal by the Contractor dated **April 17, 2018**, which shall constitute full compensation for the work and services authorized herein. The Contractor agrees that no minimum amount of purchase shall be required.

**Contract Unit Prices shall begin upon execution of this Agreement. Said Contract Unit Prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.**

**RESURFACING UNIT PRICES**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$75.00
2.	Milling Texture	Ton	\$50.00
3.	Shoulder Construction	Ton	\$40.00

**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.

Compensation for any "Price Adjustments" agreed to by the City Engineer will be paid in accordance with Section 109.07.03 of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

**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. THE CONTRACT DOCUMENTS**

The 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.

**JIM SMITH CONTRACTING CO., LLC**

BY

  
Eric McDowell, Contract Administrator

ADDRESS:  
1108 Dover Road  
Grand Rivers, KY 42045

**CITY OF PADUCAH, KENTUCKY**

BY

  
Brandi Harless, Mayor

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

**CITY OF PADUCAH  
ENGINEERING DEPARTMENT  
RESURFACING PROGRAM – CHANGE ORDER**

**THIS AGREEMENT**, made this \_\_\_\_ day of April, 2020 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and Jim Smith Contracting Company, LLC, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

Whereas, on April 25, 2018, the Board of Commissioners adopted **Ordinance No. 2018-5-8553** authorizing the Mayor to execute a Contract for the City of Paducah's **2018-2019 Resurfacing Program** in substantial compliance with the Bid Specifications as contained in the bid dated April 18, 2018. The contract executed on April 25, 2018, (the "Contract") stipulated the time period being for the remaining portion of the 2018 calendar year and for the 2019 calendar year ending December 31, 2019. Additionally, the Contract authorized a one-year option to renew if both parties agreed; and on the 10<sup>th</sup> day of December, 2019, the parties agree the contract period will now end **December 31, 2020**.

NOW, THEREFORE, recognizing the City of Paducah's need for optimal project completion for the Resurfacing Program, both parties do contract and agree to the following addendum for the addition of pavement markings to the afore mentioned contract:

\*See Attached Line Items

The Owner shall pay the Contractor for the performance of the Contract for City of Paducah's **2018-2019 Resurfacing Program, ending December 31, 2020** as quoted in the aforementioned Bid Proposal by the Contractor and as agreed to in the Contract, which shall constitute full compensation for the work and services authorized herein, in addition to this change order. Contract prices are firm and will not be altered during the contract period.

This Agreement shall be binding upon the parties hereto, their successors, transferees and assigns.

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

**CONTRACTOR**

**CITY OF PADUCAH**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Brandi Harless, Mayor

ADDRESS:

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

**BID PROPOSAL:**

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT BID PRICE</u>
1	Paint – 4" Line	L.F.	\$ 0.28
2	Paint – 12" Stop Lines	L.F.	\$ 2.75
3	Paint – 24" Stop Lines	L.F.	\$ 5.50
4	Paint – Straight Arrow	Each	\$ 55.00
5	Paint - Turn Arrow	Each	\$ 55.00
6	Paint - Combination Arrow	Each	\$ 110.00
7	Paint – 8" Crosswalks	L.F.	\$ 1.38
8	Paint - "School"	Each	\$ 137.50
9	Paint - RR Crossings	Each	\$ 550.00
10	Paint – "STOP"	Each	\$ 220.00
11	Paint – "ONLY"	Each	\$ 220.00
12	Paint – Handicap Symbol	Each	\$ 38.50
13	Paint – 4" Parking Lot Lines	L.F.	\$ 0.55
14	Thermo – 4" Line	L.F.	\$ 1.38
15	Thermo – 12" Stop Lines	L.F.	\$ 4.95
16	Thermo – 24" Stop Lines	L.F.	\$ 9.90
17	Thermo – Straight Arrow	Each	\$ 110.00
18	Thermo - Turn Arrow	Each	\$ 110.00
19	Thermo – Combination Arrow	Each	\$ 275.00
20	Thermo – 8" Crosswalks	L.F.	\$ 3.30
21	Thermo - "School"	Each	\$ 302.50
22	Thermo - RR Crossings	Each	\$ 550.00
23	Thermo – "STOP"	Each	\$ 275.00
24	Thermo – "ONLY"	Each	\$ 275.00

**ADDENDUM**

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) \_\_\_\_\_ Dated \_\_\_\_\_

# Agenda Action Form Paducah City Commission

Meeting Date: July 14, 2020

**Short Title:** Approve the Transfer of Municipally Owned Properties Located throughout Paducah to the Joint Sewer Agency - **J HODGES**

**Category:** Ordinance

**Staff Work By:** James Arndt  
**Presentation By:**

**Background Information:** JSA was formed by identical ordinances passed by the City and County in 1999. That ordinance specified that all sanitary sewer facilities were merged into the Agency and under Agency jurisdiction and control. The ordinance further specified that the City and County were to follow up this merger and transfer any real property related to the sanitary facilities by deed to JSA. The County property was successfully transferred by deed, but for some reason the City property transfer was started but not completed. While this has not been an issue related to any funding agency or other entity, JSA is desirous to complete this issue. JSA has developed survey plats and worked with the City Engineer to establish new property lines, if ones were required. The property included in this deed is the Paducah Wastewater Treatment (parcel I), the pump station located at 420 North 3rd Street (parcel II), the pump station located at 2580 Cairo Road (parcel III), the pump station located at 600 Northview Street (parcel IV), an inactive pump station located along Olivet Church Road (parcel V), the site of the former Sanitation District One treatment plant in Lone Oak (parcel VI), and the pump station located at 1201-1207 South 4th Street (parcel VII).

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

**If yes, please list the Action Step Item Codes(s):**

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

**Staff Recommendation:** Approve the Ordinance.

**Attachments:**

1. Ordinance
2. DEED OF CONVEYANCE FROM CITY OF PADUCAH TO JSA - FACILITY TRANSFER (00225698x9D931)

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING THE  
TRANSFER OF MUNICIPALLY OWNED REAL  
PROPERTIES LOCATED THOUGHOUT  
PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO THE  
PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY  
PURSUANT TO THE PROVISIONS OF CITY ORDINANCE  
NO. 98-8-5927 ESTABLISHING THE AGENCY**

**WHEREAS**, the City of Paducah (“City”) is the present owner of certain real properties located within Paducah, McCracken County, Kentucky, which are utilized, possessed , and controlled by the Paducah-McCracken County Joint Sewer Agency (the “Agency”) in connection with its sanitary sewer system; and

**WHEREAS**, on August 25, 1998, and September 14, 1998, respectively, the legislative bodies of the City of Paducah and McCracken County, Kentucky, adopted identical ordinances, pursuant to KRS 76.231, which established the Paducah-McCracken County Joint Sewer Agency (“Agency”), and as a part of these ordinances the Agency was obligated to assume the control, operation, assets and liabilities of the sewer system of the City, including ownership of the herein-described real property, and the Agency assumed such obligations and began operations on July 1, 1999; and

**WHEREAS**, as a result of an administrative oversight, a deed of conveyance transferring the herein-described real property from City to Agency was never formally executed and delivered in order to properly document the transfer of the herein-described property from City to Agency; and

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

Section 1. Recitals and Authorizations. The Board of Commissioners hereby approves the transfer of the real properties more particularly described in **Exhibit A** to the Agency in accordance with the provisions of the City’s establishing Ordinance, Ord. No. 98-8-5927. Further, the Mayor of the City of Paducah, Kentucky, be and is hereby authorized to execute and deliver a general warranty deed of conveyance of these properties , together with all other documentation necessary to effectuate the transfer of the real properties.

Section 2. Severability. If any section, paragraph or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an

open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Mayor Brandi Harless

ATTEST:

\_\_\_\_\_  
City Clerk, Lindsay Parish

Introduced by the Board of Commissioners \_\_\_\_\_, 2020

Adopted by the Board of Commissioners \_\_\_\_\_, 2020

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_, 2020

Published by *The Paducah Sun*, \_\_\_\_\_, 2020

Ord\jsa prop transfer 2020

## **EXHIBIT A TO ORDINANCE**

### **THE PROPERTIES**

#### **PARCEL I:**

Being Tract 2, containing 7.053 acres, and Tract 3, containing 0.229 acres, as set forth on the Waiver of Subdivision for Paducah–McCracken County Joint Sewer Agency and City of Paducah Property, Northview Street, Paducah, McCracken County, Kentucky, recorded in Plat Section M, page 1470, in the McCracken County Court Clerk’s Office.

A portion of Tract 2 is the same property conveyed to the City of Paducah, Kentucky, by deeds dated November 22, 1995, of record in Deed Book 841, Page 709, and dated January 19, 1999, of record in Deed Book 907, Page 380 and being part of the same property conveyed to the City of Paducah, Kentucky by deeds dated December 15, 1955, of record in Deed Book 368, Page 478 dated December 31, 1955 of record in Deed Book 371, Page 463 and dated October 16, 1991 of record in Deed Book 760, Page 803. All recordings are of record in the McCracken County Court Clerk’s Office.

Tract 3 being the same property conveyed to the City of Paducah, Kentucky by deeds dated November 22, 1995, of record in Deed Book 841, Page 703, dated November 22, 1995, of record in Deed Book 841, Page 706, McCracken County Court Clerk’s Office and City Ordinance Number 77-4-1406.

#### **PARCEL II:**

Being Tract 2, containing 0.067 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and the City of Paducah, North 3<sup>rd</sup> Street, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1468 in the McCracken County Court Clerk’s Office.

Also conveyed herein is all right, title, and interest in and to the Reciprocal Ingress/Egress Easement established by the aforesaid Plat of record in Plat Section M, Page 1468 in the aforesaid Clerk’s Office.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated March 21, 1956, of record in Deed Book 372, Page 83 and a portion of the same conveyed to the City of Paducah, Kentucky, by deed dated December 23, 1939, of record in Deed Book 200, Page 289 in the aforesaid Clerk’s Office.

#### **PARCEL III:**

Being Tract 1, containing 0.565 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and City

of Paducah, Lift Station No. 1, Old Cairo Road, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1469 in the McCracken County Court Clerk's Office.

Also granted herein is a permanent, perpetual ingress/egress easement over, under and through the easement area as established by and depicted in the aforesaid plat of record in Plat Section M, Page 1469 in the aforesaid Clerk's Office.

Being part of the same property conveyed to the City of Paducah, Kentucky, by deeds dated December 1, 1999, of record in Deed Book 928, Page 599, dated May 17, 1939, of record in Deed Book 200, Page 234, and dated October 7, 1954, of record in Deed Book 362, Page 293 in the aforesaid Clerk's Office.

**PARCEL IV:**

**TRACT 1:**

Beginning 70 feet from the southeast intersection of 6<sup>th</sup> Street and Terrell Street; thence along the east line of Terrell Street in a southerly direction 45 feet; thence in an eastwardly direction and parallel with 6<sup>th</sup> Street 275 feet; thence in a northwardly direction and parallel with Terrell Street 45 feet to a stake; thence parallel with 6<sup>th</sup> Street in a Westward direction 275 feet to the beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 31, 1955, of record in Deed Book 371, Page 549 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Beginning at the Southeast corner of the intersection of Sixth and Terrell Streets in said city; thence along the Easterly line of Terrell Street in a Southerly direction seventy (70) feet; thence in an Easterly direction and parallel with Sixth Street and towards Flournoy Street two hundred seventy-five (275) feet; thence in a Northerly direction and parallel with Terrell Street, seventy (70) feet to the Southerly line of Sixth Street; thence with the line of North Sixth Street in a Westerly direction two hundred seventy-five (275) feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 23, 1938, of record in Deed Book 200, Page 149 in the McCracken County Court Clerk's Office.

**TRACT 3:**

Being two-thirds of Lot No. 68, and the part of said Lot lying nearest the river and the same on which Gray formerly lived, except 100 feet hereto-fore sold to Joseph Briggs, and except 50 feet sold to W.A. Buford off of said described land, and the same land sold to William Overstreet by J.W. Eaker by deed recorded in Deed Book 43, Page 402; and being the same property conveyed by Jessie Ballanger, etc; to Thomas Warren and John D. Eubanks on May 31<sup>st</sup>, 1893; recorded in Deed Book --- Page ---; and being the same property conveyed to Thomas Warren by J.D. Eubanks and his wife, Fannie Eubanks on August 4<sup>th</sup>, 1894, by deed recorded in Deed Book 49, Page 370, McCracken County Court Clerk's Office, and inherited by first parties from Thomas Warren, deceased.

Being the same property conveyed to City of Paducah, Kentucky, a Municipal Corporation, by deed dated May 27, 1922, of record in Deed Book 139, Page 117 in the McCracken County Court Clerk's Office.

**PARCEL V:**

Beginning at a point in the City's northwest property corner on the east right-of-way line of Olivet Church Road; thence, North 74° 00' West a distance of 50 feet, plus or minus, to a point; thence, North 17° 00' East a distance of 50 feet to a point; thence, South 74° 00' East a distance of 50 feet, plus or minus, to a point; thence, South 17° 00' West a distance of 50 feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated March 18, 1993, of record in Deed Book 786, Page 540, in the McCracken County Court Clerk's Office.

**PARCEL VI:**

**TRACT 1:**

Beginning at a point on the Northerly property line of the Indian Hills Subdivision, as recorded in Plat Book "G", Page 1, said beginning point being South 87 degrees 14 minutes West and 364.38 feet from a stone at the Northwest intersection of the said Indian Hills Northerly property line with the Westerly property line of the Friendship Road; thence continuing along the said Northerly property line of Indian Hills Subdivision South 87 degrees 14 minutes West for a distance of 235.0 feet to a point; thence North 2 degrees 45 minutes West for a distance of 257.5 feet to a point in the center of a creek, also the Southerly property line of the Goodman Estate; thence North 87 degrees 50 minutes East with the center of the creek and along the Southerly property line of the Goodman Estate for a distance of 235.0 feet to a point; thence South 2 degrees 45 minutes East for a distance of 255.00 feet to the point of beginning and containing 1.4 acres of land.

The owners of the property also convey the right of ingress and egress for the purpose of construction, maintenance, and inspection of the sewer treatment plant and trunk line over and upon the portion of the property located parallel to the Indian Hills Subdivision Northerly line from the North Friendship Road to the above described tract of land. Also conveyed is a 12 foot sewer easement extend from the Northerly property line in the center of the creek and being located 40.9 feet from the center line of Seneca Drive at its intersection with the center line of the North Friendship Road; thence South 32 degrees 49 minutes West for a distance of 40.00 feet to a point; thence South 85 degrees 50 minutes West for a distance of approximately 290 feet to a point in the Easterly property line of the Plant site property. Also another 12 foot easement leading in a Northerly direction from the Northerly property line of the Indian Hills Subdivision and beginning 354.38 feet and South 87 degrees 14 minutes West of the Northeast intersection of the said Indian Hills Subdivision Northerly property line with the Westerly property of the Friendship Road; thence North 12 degrees 45 minutes West for a distance of approximately 63 feet to its intersection with the Easterly property line of the Plant site. The above sewer easements were conveyed to the Sanitation District No. 1 of McCracken County, Kentucky to forever maintain the said sewer, tile or drain over and upon the said property which is owned by Mr. G. W. Mason and Mr. J. M. Knott, including the right to re-construct the said sewer

title or drain and to make such repairs as may be necessary to be made from time to time so that it may be forever kept in a workable and efficient condition. In the event of permanent discontinued use of said sewer tile or drain said easements shall become null and void.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated October 20, 1981, and record in Deed Book 641, Page 284, in the McCracken County Court Clerk's Office.

**TRACT 2:**

All right, title, and interest granted to City of Paducah, Kentucky, in and to the easement established in Right of Way Easement dated August 6, 1990, of record in Deed Book 744, Page 702, in the McCracken County Court Clerk's Office and as depicted on the Revised Subdivision Plat of the Woodlands of Lone Oak of record in Plat Section L, Page 514, in the McCracken County Court Clerk's Office.

**PARCEL VII:**

**TRACT 1:**

Beginning at a point on the west line of South 4<sup>th</sup> Street 78.67 feet south of Husbands Street; thence westwardly and parallel with Husbands Street 120 feet; thence southwardly and parallel with 4<sup>th</sup> Street 90 feet; thence eastwardly and parallel with Husbands Street 95 feet to a point 35 feet west of the west line of South 4<sup>th</sup> Street; thence southwardly and parallel with 4<sup>th</sup> Street 265 feet, more or less, to Wynn's north line; thence eastwardly parallel with Husbands street and along Wynn's north line 35 feet to a point on the west line of South 4<sup>th</sup> Street; thence northwardly with the west line of South 4<sup>th</sup> Street 355 feet, more or less, to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated January 6, 1956, of record in Deed Book 370, Page 199 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Being a part of Lot No. 5, Addition "P", to the City of Paducah, Kentucky, and lying and being on the West side of South Fourth Street, and beginning at the corner of the lot heretofore conveyed to the City of Paducah by Sallie R. Morrow, a widow; thence with the west line of South Fourth Street 78 feet and 8 inches; thence at right angles and in a westerly direction and to the line of South Fifth Street, 173 feet 3 inches; thence at right angles and with the east line of Fifth Street 78 feet and 8 inches to the line of a lot sold to the City of Paducah, Kentucky, by Sallie R. Morrow, a widow; thence at right angles and with the line of the aforesaid lot 173 feet 3 inches to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, a municipal corporation, by deed dated September 21, 1995, of record in Deed Book 839, Page 198 in the McCracken County Court Clerk's Office.

## DEED OF CONVEYANCE

THIS DEED made and entered into this the \_\_\_\_day of \_\_\_\_\_, 2020, by and between CITY OF PADUCAH, KENTUCKY, a body politic and incorporate, whose mailing address is Post Office Box 2267 Paducah, Kentucky, 42002-2267, Grantor, and PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY, a Kentucky governmental agency, whose mailing address is 621 Northview, Paducah, Kentucky 42001, Grantee;

## WITNESSETH:

WHEREAS, on August 25, 1998, and September 14, 1998, respectively, the legislative bodies of the City of Paducah and McCracken County, Kentucky, adopted identical ordinances, pursuant to KRS 76.231, which established the Paducah-McCracken County Joint Sewer Agency (“Grantee”), and as a part of these ordinances the Grantee was obligated to assume the control, operation, assets and liabilities of the sewer system of the Grantor, including ownership of the herein-described real property, and the Grantee assumed such obligations and began operations on July 1, 1999; and

WHEREAS, as a result of an administrative oversight, a deed of conveyance transferring the herein-described real property from Grantor to Grantee was never formally executed and delivered in order to properly document the transfer of the herein-described property from Grantor to Grantee; and

WHEREAS, Grantor and Grantee now wish to memorialize the past transfer with the execution and delivery of this deed of conveyance and to fully complete Grantor's legal obligation to transfer record title in fee in and to the herein-described property to Grantee.

NOW, THEREFORE, IN CONSIDERATION of the foregoing premises and the assumption of all obligations and liabilities as well as operation of Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

**PARCEL I:**

Being Tract 2, containing 7.053 acres, and Tract 3, containing 0.229 acres, as set forth on the Waiver of Subdivision for Paducah-McCracken County Joint Sewer Agency and City of Paducah Property, Northview Street, Paducah, McCracken County, Kentucky, recorded in Plat Section M, page 1470, in the McCracken County Court Clerk's Office.

A portion of Tract 2 is the same property conveyed to the City of Paducah, Kentucky, by deeds dated November 22, 1995, of record in Deed Book 841, Page 709, and dated January 19, 1999, of record in Deed Book 907, Page 380 and being part of the same property conveyed to the City of Paducah, Kentucky by deeds dated December 15, 1955, of record in Deed Book 368, Page 478 dated December 31, 1955 of record in Deed Book 371, Page 463 and dated October 16, 1991 of record in Deed Book 760, Page 803. All recordings are of record in the McCracken County Court Clerk's Office.

Tract 3 being the same property conveyed to the City of Paducah, Kentucky by deeds dated November 22, 1995, of record in Deed Book 841, Page 703, dated November 22, 1995, of record in Deed Book 841, Page 706, McCracken County Court Clerk's Office and City Ordinance Number 77-4-1406.

**PARCEL II:**

Being Tract 2, containing 0.067 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and the City of Paducah, North 3<sup>rd</sup> Street, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1468 in the McCracken County Court Clerk's Office.

Also conveyed herein is all right, title, and interest in and to the Reciprocal Ingress/Egress Easement established by the aforesaid Plat of record in Plat Section M, Page 1468 in the aforesaid Clerk's Office.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated March 21, 1956, of record in Deed Book 372, Page 83 and a portion of the same conveyed to the City of Paducah, Kentucky, by deed dated December 23, 1939, of record in Deed Book 200, Page 289 in the aforesaid Clerk's Office.

**PARCEL III:**

Being Tract 1, containing 0.565 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and City of Paducah, Lift Station No. 1, Old Cairo Road, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1469 in the McCracken County Court Clerk's Office.

Also granted herein is a permanent, perpetual ingress/egress easement over, under and through the easement area as established by and depicted in the aforesaid plat of record in Plat Section M, Page 1469 in the aforesaid Clerk's Office.

Being part of the same property conveyed to the City of Paducah, Kentucky, by deeds dated December 1, 1999, of record in Deed Book 928, Page 599, dated May 17, 1939, of record in Deed Book 200, Page 234, and dated October 7, 1954, of record in Deed Book 362, Page 293 in the aforesaid Clerk's Office.

**PARCEL IV:**

**TRACT 1:**

Beginning 70 feet from the southeast intersection of 6<sup>th</sup> Street and Terrell Street; thence along the east line of Terrell Street in a southerly direction 45 feet; thence in an eastwardly direction and parallel with 6<sup>th</sup> Street 275 feet; thence in a northwardly direction and parallel with Terrell Street 45 feet to a stake; thence parallel with 6<sup>th</sup> Street in a Westward direction 275 feet to the beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 31, 1955, of record in Deed Book 371, Page 549 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Beginning at the Southeast corner of the intersection of Sixth and Terrell Streets in said city; thence along the Easterly line of Terrell Street in a Southerly direction seventy (70) feet; thence in an Easterly direction and parallel with Sixth Street and towards Flournoy Street two hundred seventy-five (275) feet; thence in a Northerly direction and parallel with Terrell Street, seventy (70) feet to the Southerly line of Sixth Street; thence with the line of North Sixth Street in a Westerly direction two hundred seventy-five (275) feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 23, 1938, of record in Deed Book 200, Page 149 in the McCracken County Court Clerk's Office.

**TRACT 3:**

Being two-thirds of Lot No. 68, and the part of said Lot lying nearest the river and the same on which Gray formerly lived, except 100 feet hereto-fore sold to Joseph Briggs, and except 50 feet sold to W.A. Buford off of said described land, and the same land sold to William Overstreet by J.W. Eaker by deed recorded in Deed Book 43, Page 402; and being the same property conveyed by Jessie Ballanger, etc; to Thomas Warren and John D. Eubanks on May 31<sup>st</sup>, 1893; recorded in Deed Book --- Page ---; and being the same property conveyed to Thomas Warren by J.D. Eubanks and his wife, Fannie Eubanks on August 4<sup>th</sup>, 1894, by deed recorded in Deed Book 49, Page 370, McCracken County Court Clerk's Office, and inherited by first parties from Thomas Warren, deceased.

Being the same property conveyed to City of Paducah, Kentucky, a Municipal Corporation, by deed dated May 27, 1922, of record in Deed Book 139, Page 117 in the McCracken County Court Clerk's Office.

**PARCEL V:**

Beginning at a point in the Grantor's northwest property corner on the east right-of-way line of Olivet Church Road; thence, North 74° 00' West a distance of 50 feet, plus or minus, to a point; thence, North 17° 00' East a distance of 50 feet to a point; thence, South 74° 00' East a distance of 50 feet, plus or minus, to a point; thence, South 17° 00' West a distance of 50 feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated March 18, 1993, of record in Deed Book 786, Page 540, in the McCracken County Court Clerk's Office.

**PARCEL VI:**

**TRACT 1:**

Beginning at a point on the Northerly property line of the Indian Hills Subdivision, as recorded in Plat Book "G", Page 1, said beginning point being South 87 degrees 14 minutes West and 364.38 feet from a stone at the Northwest intersection of the said Indian Hills Northerly property line with the Westerly property line of the Friendship Road; thence continuing along the said Northerly property line of Indian Hills Subdivision South 87 degrees 14 minutes West for a distance of 235.0 feet to a point; thence North 2 degrees 45 minutes West for a distance of 257.5 feet to a point in the center of a creek, also the Southerly property line of the Goodman Estate; thence North 87 degrees 50 minutes East with the center of the creek and along the Southerly property line of the Goodman Estate for a distance of 235.0 feet to a point; thence South 2 degrees 45 minutes East for a distance of 255.00 feet to the point of beginning and containing 1.4 acres of land.

The owners of the property also convey the right of ingress and egress for the purpose of construction, maintenance, and inspection of the sewer treatment plant and trunk line over and upon the portion of the property located parallel to the Indian Hills Subdivision Northerly line from the North Friendship Road to the above described tract of land. Also conveyed is a 12 foot sewer easement extend from the Northerly property line in the center of the creek and being located 40.9 feet from the center line of Seneca Drive at its intersection with the center line of the North Friendship Road; thence South 32 degrees 49 minutes West for a distance of 40.00 feet to a point; thence South 85 degrees 50 minutes West for a distance of approximately 290 feet to a point in the Easterly property line of the

Plant site property. Also another 12 foot easement leading in a Northerly direction from the Northerly property line of the Indian Hills Subdivision and beginning 354.38 feet and South 87 degrees 14 minutes West of the Northeast intersection of the said Indian Hills Subdivision Northerly property line with the Westerly property of the Friendship Road; thence North 12 degrees 45 minutes West for a distance of approximately 63 feet to its intersection with the Easterly property line of the Plant site. The above sewer easements were conveyed to the Sanitation District No. 1 of McCracken County, Kentucky to forever maintain the said sewer, tile or drain over and upon the said property which is owned by Mr. G. W. Mason and Mr. J. M. Knott, including the right to re-construct the said sewer title or drain and to make such repairs as may be necessary to be made from time to time so that it may be forever kept in a workable and efficient condition. In the event of permanent discontinued use of said sewer tile or drain said easements shall become null and void.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated October 20, 1981, and record in Deed Book 641, Page 284, in the McCracken County Court Clerk's Office.

**TRACT 2:**

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**PARCEL VII:**

**TRACT 1:**

Beginning at a point on the west line of South 4<sup>th</sup> Street 78.67 feet south of Husbands Street; thence westwardly and parallel with Husbands Street 120 feet; thence southwardly and parallel with 4<sup>th</sup> Street 90 feet; thence eastwardly and parallel with Husbands Street 95 feet to a point 35 feet west of the west line of South 4<sup>th</sup> Street; thence southwardly and parallel with 4<sup>th</sup> Street 265 feet, more or less, to Wynn's north line; thence eastwardly parallel with Husbands street and along Wynn's north line 35 feet to a point on the west line of South 4<sup>th</sup> Street; thence northwardly with the west line of South 4<sup>th</sup> Street 355 feet, more or less, to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated January 6, 1956, of record in Deed Book 370, Page 199 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Being a part of Lot No. 5, Addition "P", to the City of Paducah, Kentucky, and lying and being on the West side of South Fourth Street, and beginning at the corner of the lot heretofore conveyed to the City of Paducah by Sallie R. Morrow, a widow; thence with the west line of South Fourth Street 78 feet and 8 inches; thence at right angles and in a westerly direction and to the line of South Fifth Street, 173 feet 3 inches; thence at right angles and with the east line of Fifth Street 78 feet and 8 inches to the line of a lot sold to the City of Paducah, Kentucky, by Sallie R. Morrow, a widow; thence at right angles and with the line of the aforesaid lot 173 feet 3 inches to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, a municipal corporation, by deed dated September 21, 1995, of record in Deed Book 839, Page 198 in the McCracken County Court Clerk's Office.

**TO HAVE AND TO HOLD** the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns forever, with Covenant of General Warranty, except easements, covenants and restrictions of record.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the consideration recited herein is the full actual consideration paid or to be paid for the property transferred hereby and that the estimated fair market value of the property hereby transferred is \$26,402,500.00. The Grantee joins this deed for the sole purpose of certifying the consideration.

This transfer is exempt from real estate transfer tax pursuant to KRS 142.050(7)(b).

The effective date of this deed of conveyance shall be July 1, 1999.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.

CITY OF PADUCAH, KENTUCKY

PADUCAH-MCCRACKEN COUNTY  
JOINT SEWER AGENCY

By: \_\_\_\_\_  
Mayor, Brandi Harless

By: \_\_\_\_\_  
John Hodges, Executive Director

STATE OF KENTUCKY )

COUNTY OF McCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Mayor Brandi Harless for and on behalf of the City of Paducah, Kentucky, Grantor.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
NOTARY ID \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John Hodges, Executive Director of Paducah-McCracken County Joint Sewer Agency, on behalf of said agency, Grantee.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
NOTARY ID \_\_\_\_\_

This instrument prepared by:

\_\_\_\_\_  
LISA H. EMMONS  
DENTON LAW FIRM, PLLC  
P. O. Box 969  
Paducah, KY 42002-0969

Send current year tax bill, if any to:  
Paducah McCracken Joint Sewer Agency  
621 Northview Street  
Paducah, Kentucky 42001