



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 26, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS Police Officers Rachel Bertrand & Michael Foster; Firefighters Aaron Tuck, Jordan Bucher, James Stenberg, Jeremy King, Josh Bell; Code Enforcement Officer Matt Willett

PROCLAMATION Homelessness and Hunger Awareness Month - Mike Muscarella, Anne Bidwell, Tommy Hollimon, Heidi Suhrheinrich & Heather Anderson

PRESENTATION Check Presentation for Paducah Housing Authority Wifi Project - Mayor Bray

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for October 12, 2021
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Appointment of Dixie Lynn and Carla K. Berry to the Paducah Main Street Board
	E.	Acceptance of the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award in the amount of \$12,325 - B LAIRD
	F.	Approve Tyler Technologies ERP Contract Modification in the amount of \$940 - M SMOLEN

	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Acceptance of a National Trust for Historic Preservation - African American Cultural Heritage Action Fund in the amount of \$55,000 on behalf of the Hotel Metropolitan - N HUTCHISON
		B.	Approve Agreement with PFGW for the Architectural Design for the Robert Cherry Civic Center Renovation Project in an amount of \$66,500 plus reimbursable expenses - D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Approve Condemnation and Acquisition of a Permanent Utility Easement and Temporary Construction Easement for Paducah Water - J PETERSEN	
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve Contract Modification to Construction Contract with Pace Contracting, LLC. for the Paducah Floodwall Pump Station #2 Project in the amount of \$405,536.35 - R MURPHY
		B.	Approve the Closing of Vermont Street extending southeast of 321 & 322 Vermont Street Between 1401 Elmdale Road And 500 Ridgewood Street - R MURPHY
		C.	Approve the Closing of an Alley Extending southeast of Executive Boulevard between 501 North 3rd Street and 514 & 520 North Loop Road - R MURPHY
	V.	<u>DISCUSSION</u>	
		A.	Commission Priorities Updates - M SMOLEN
		B.	FY2021 Financial Overview - J PERKINS
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience

	VII.	<u>EXECUTIVE SESSION</u>
--	-------------	---------------------------------

October 12, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, October 12, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Sandra Wilson presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Guess, Henderson, Mayor Pro Tem Wilson (3). Commissioner Gault and Mayor Bray were absent.

INVOCATION:

Commissioner Henderson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

PROCLAMATION

Communications Manager Pam Spencer offered the following summary:

National Arts and Humanities Month Proclamation

“Mayor Pro Tem Sandra Wilson presented a proclamation for National Arts and Humanities Month to Cindy Ragland with the Creative & Cultural Council and Mary Hammond with the Paducah Convention & Visitors Bureau. Below are a few points outlined in the proclamation:

- The coronavirus has had a devastating impact on America’s arts sector with 99% of producing and presenting organizations having canceled events and artists being severely affected.
- The arts and humanities have led us through pandemic by lifting our spirits, unifying communities, and jumpstarting the economy.
- The nation is full of art, culture, and creativity with 120,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation’s 4,500 local arts agencies, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions.
- The nation’s arts and culture sector is nearly a \$920 billion industry that supports 5.2 million jobs.
- Every attendee to an arts event spends on average \$31.47 per person, per event, beyond the cost of admission on items such as meals, parking, and lodging—a vital income source for local businesses.
- The arts and humanities are a cornerstone of cultural tourism and quality of life in Paducah, Kentucky — a UNESCO Creative City.”

PRESENTATION

Communications Manager Pam Spencer offered the following summary:

McCracken County Emergency Operations Plan Presentation

“McCracken County Emergency Management Director Rob Estes provided an overview of the County’s Emergency Operations Plan. Estes explained that his department is tasked with the prevention, protection, response, recovery, and mitigation for all disasters in Paducah and McCracken County. The plan, which is updated annually, provides the structure and processes that would be used in disaster response and recovery.”

October 12, 2021

CONSENT AGENDA

Mayor Pro Tem Wilson asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Pro Tem Wilson asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the September 28, 2021 Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minutes File:</u> 1. McCracken County Emergency Operations Plan – September 2021 and Executive Order signed by Mayor Bray 9-29-2021 <u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Paducah-McCracken County Habitat For Humanity – 2011 Guthrie Avenue – MO #2479 2. Deed of Conveyance – City of Paducah to Paducah-McCracken County Habitat For Humanity – 513 North 14th Street – MO #2480 <u>Contract File:</u> 1. Contract For Services – Paducah Quilt Murals, Inc. – CM Signed <u>Financials File:</u> 1. Paducah Water Works – Month Ending August 31, 2021
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE ONE (1) KNUCKLE BOOM TRUCK FROM TAG TRUCK CENTER IN AN AMOUNT OF \$155,793 FOR UTILIZATION BY THE PUBLIC WORKS DEPARTMENT (MO #2511)
I(E)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE ONE (1) WINDROW TURNER FROM SCARAB INTERNATIONAL IN AN AMOUNT OF \$389,000 FOR UTILIZATION BY THE PUBLIC WORKS DEPARTMENT (MO #2512)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$140,000 FOR THE PUBLIC WORKS SOLID WASTE DIVISION (MO #2513)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF A GLOBAL POSITIONING SYSTEM FROM ROUTEWARE, INC., IN AN AMOUNT NOT TO EXCEED \$166,930 FOR THE PUBLIC WORKS SOLID WASTE DIVISION (MO #2514)

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

Adopted on call of the roll yeas, Commissioners Guess, Henderson, and Mayor Pro Tem Wilson (3).

October 12, 2021

ORDINANCE ADOPTION(S)

NEW LEASE AGREEMENT WITH SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY

Commissioner Henderson, offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING A NEW LEASE AGREEMENT WITH SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY." This Ordinance is summarized as follows: That the Mayor is hereby authorized and directed to execute a renewed Lease Agreement between the City of Paducah and Seamen's Church Institute of New York and New Jersey, for lease by Seamen's of property located at 117 South First Street in the City of Paducah, McCracken County, Kentucky.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, and Mayor Pro Tem Wilson (3). **ORD 2021-10-8708**

APPROVE CONTRACT MODIFICATION TO PROFESSIONAL SERVICES CONTRACT WITH HDR, INC. FOR THE PADUCAH FLOODWALL PUMP STATION #2 PROJECT IN THE AMOUNT OF \$55,315

Commissioner Guess, offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR FLOOD CONTROL PUMP STATION #2 WITH HDR ENGINEERING, INC. TO REFLECT AN EXPANDED CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE AND TO INCREASE THE AGREEMENT IN AN AMOUNT OF \$55,315 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME." This Ordinance is summarized as follows: This Ordinance approves and authorizes the execution on behalf of the City of the Third Amendment to the Professional Engineering Services Agreement with HDR Engineering, Inc., relating to the expansion of the scope of services to be rendered by HDR Engineering, Inc., in connection with the design, construction administration, inspection services of Flood Control Pump Station # 2 as required by the U.S. Department of the Army. This Third Amendment increases the Agreement in an amount not to exceed \$55,315 for a total Agreement cost of \$494,977.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, and Mayor Pro Tem Wilson (3). **ORD 2021-10-8709**

ORDINANCE INTRODUCTION

APPROVE CONDEMNATION AND ACQUISITION OF PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PADUCAH WATER

October 12, 2021

Commissioner Henderson, offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE DEEMING IT NECESSARY TO CONDEMN AND ACQUIRE FOR PUBLIC PURPOSES A CERTAIN PERMANENT UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS THE REAL PROPERTY OF PROREALESTATE, LLC, FOR THE EXTENSION, CONSTRUCTION, MAINTENANCE, AND OPERATION OF THE MUNICIPAL WATER SYSTEM BY PADUCAH WATER AND AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS FOR THE ACQUISITION OF SUCH EASEMENTS." This Ordinance is summarized as follows: This Ordinance authorizes the acquisition of a certain permanent utility easement and a temporary construction easement across two adjacent parcel(s) of real property owned by ProRealEstate, LLC pursuant to the Eminent Domain Act of Kentucky for the use and benefit of Paducah Water. Said easement is for the extension, construction, erection, maintenance, and operation of the sixteen (16) inch water main which will run from the Cairo Road Pump Station to the Cairo Road Elevated Storage Tank and the northwestern portion of Paducah Water's Service Area. Further, this ordinance authorizes the institution of condemnation proceedings in the McCracken Circuit Court in the name of the City for the use and benefit of Paducah Water against the Owner and all other parties of interest, to acquire the Easements across the Real Property of Owner.

ADJOURN

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

All in favor.

TIME ADJOURNED: 5:19 p.m.

ADOPTED: October 26, 2021

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

October 26, 2021

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. SESAC Music Performance License – Signed by CM
2. Merger of the West McCracken Water District and Paducah Water Systems – **MO #2489**
3. Memorandum of Understanding with the McCracken County Fiscal Court & Sports Tourism Commission – Paducah McCracken County Athletic Complex – **MO #2490**
4. Memorandum of Understanding with McCracken County – E-911 Partnership Foundation – **MO #2491**
5. Fleet Maintenance Service Agreement – Ledbetter Fire Department – **MO #2500**
6. Delta Dental of Kentucky – **MO #2501**
7. Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland – **MO #2502**
8. Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield – **MO #2503**
9. Emergency Roof Grant for 619 Broadway – **MO #2508**
10. CWSRF Loan Assistance Agreement – Pump Station #2 - \$750,000 Increase – **MO #2510**
11. Purchase of Windrow Turner – Compost Facility – **MO #2512**
12. Contract with Jim Smith Contracting – Floodwall Seal Closure – **ORD 2021-07-8695**
13. Contract with Jim Smith Contracting – Floodwall Flapgate Replacement – **ORD 2021-07-8696**
14. Contract Modification – BFW – Buckner Lane Bridge Replacement Project – **ORD 2021-09-8703**
15. Contract Modification – BFW – South 24th South 25th Street Improvement Project – **ORD 2021-09-8704**
16. Contract Modification – BFW – BUILD Grant Environmental Assessment – **ORD 2021-09-8705**
17. Construction Contract with Wilkins Construction – Riverfront Park Land Mass Scour Project – **ORD 2021-09-8706**
18. Lease Agreement – Seamen's Church Institute – **ORD 2021-10-8708**
19. Amendment #4 – Agreement For Professional Engineering Services – Flood Pump Stations #2 and #9 – HDR, Inc - \$55,315 – **ORD 2021-10-8709**

Financials File:

1. Paducah Water Works – Financial Statements – years ended 6-30-2021 and 2020

Bids File:

1. Purchase of Knuckle Boom Truck for Public Works Refuse Department – **MO #2511**
 - a. Tag Truck Center (only bid received – State Contract)
2. Purchase of Windrow Turner for Compost Yard – Public Works – **MO #2512**
 - a. Scarab International (Chosen Bid)
 - b. Eco Verse

CITY OF PADUCAH
October 26, 2021

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

Michelle Smolen

City Manager's Office Signature

10/21/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 26, 2021**

NEW HIRES - FULL-TIME (F/T)						
E911	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Cordero, Lisbeth	Telecommunicator	\$17.49/hr	NCS	Non-Ex	November 4, 2021	
PARKS & RECREATION						
Marsden, Jared	Assistant Director of Parks	\$37.50/hr	NCS	Ex	November 18, 2021	
Davidson, Suzanne	Assistant Director of Recreation	\$37.50/hr	NCS	Ex	December 2, 2021	
PUBLIC WORKS						
Elrod, Logan	ROW Maintenance	\$18.72/hr	NCS	Non-Ex	October 14, 2021	
Stubblefield, Troy	ROW Maintenance	\$18.72/hr	NCS	Non-Ex	October 14, 2021	
Smeathers, Quentin	Truck Driver	\$20.19/hr	NCS	Non-Ex	October 14, 2021	
NEW HIRES - SEASONAL - PART-TIME (P/T)						
ADMINISTRATION	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Lott, Jessica	GIS Specialist	\$55.00/hr	NCS	Non-Ex	October 21, 2021	
PARKS & RECREATION						
Crouch, Mary	Park Ranger	\$11.00/hr	NCS	Non-Ex	November 4, 2021	
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - FULL-TIME (F/T)						
E911	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Jones, Emilee	Telecommunicator \$17.49/hr	Telecommunicator \$17.93/hr	NCS	Non-Ex	October 21, 2021	
ADMINISTRATION						
Shaw, Emma	ERP Manager \$34.15/hr	ERP Manager \$35.18/hr	NCS	Ex	July 1, 2021	
PUBLIC WORKS						
Marshall, Christopher	Laborer \$19.37/hr	ROW Maintenance \$20.80/hr	NCS	Non-Ex	October 28, 2021	
TERMINATIONS - PART-TIME (P/T)						
PARKS & RECREATION	POSITION	REASON	EFFECTIVE DATE			
Coulter, Marquis	Parks Maintenance - Laborer	Seasonal	August 12, 2021			
Abbage, Emanuel	Parks Maintenance - Laborer	Termination	October 11, 2021			
Conner, DeVonte	Parks Maintenance - Laborer	Termination	October 11, 2021			
TERMINATIONS - FULL-TIME (F/T)						
PARKS & RECREATION	POSITION	REASON	EFFECTIVE DATE			
McCuan, Tyler	Cemetery Sexton	Resignation	October 11, 2021			

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Acceptance of the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award in the amount of \$12,325 - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, Joseph Hayes

Presentation By: Brian Laird

Background Information: The Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal formula grant funded by the U.S. Department of Justice. The City received notice of eligibility in October 2021, in the amount of \$12,325, and was previously authorized by Municipal Order 2472 to apply for funding for the Paducah Police Department to purchase a speed radar trailer message board. The grant does not require a local match.

The application also requires an Interlocal Agreement to be signed and approved by the City Commission and McCracken County Fiscal Court, ensuring neither entity has applied for Federal Funds for this project. The Interlocal Agreement will be sent to the Department for Local Government upon approval to accept this funding.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - acceptance FY2021 JAG – speed radar trailer
2. FY21 JAG award letter
3. ILA JAG 2021 (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING AN FY2021 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$12,325, AND
AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT FOR
GRANT ADMINISTRATION AND ALL REQUIRED GRANT AWARD DOCUMENTS

WHEREAS, the City of Paducah applied for an FY2021 Edward Byrne Memorial
Justice Assistance Grant through the U.S. Department of Justice, adopted by Municipal Order
No. 2472, on July 13, 2021; and

WHEREAS, The U. S. Department of Justice has approved the application and is
now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount
of \$12,325 to purchase a speed radar trailer message board. No local match is required.

SECTION 2. That the City of Paducah hereby approves the execution of an
Interlocal Agreement between the City of Paducah and the McCracken County Fiscal Court, in
compliance with the requirements of the FY2021 Justice Accountability Grant (JAG) application
and authorizes the Mayor to execute the Interlocal Agreement. And all required grant award
documents with the U. S. Department of Justice Department.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 26, 2021
Recorded by Lindsay Parish, City Clerk, October 26, 2021
\\mo\grants\acceptance FY2021 JAG – speed radar trailer

▼ Award Letter

October 8, 2021

Dear George Bray,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by PADUCAH, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$12,325.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a

subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

- › **Award Information**
- › **Project Information**
- › **Financial Information**
- › **Award Conditions**
- › **Award Acceptance**

**INTERLOCAL AGREEMENT FOR ACCEPTANCE AND ADMINISTRATION OF EDWARD BYRNE
JUSTICE ASSISTANCE GRANT (JAG) AWARD**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2021 herein below, as evidenced by the dates executed by the parties, with an effective date of _____, 2021, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a U.S. Bureau of Justice Edward Byrne JAG Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$12,325 offered by the U.S. Bureau of Justice; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$12,325 allocated in the 2021 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Acceptance and Administration of an Edward Byrne Justice Assistance Grant (JAG) Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Term" means the term of this Agreement *as* determined pursuant to **Article IV** hereof. **ARTICLE**

III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations. Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any

provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project *as set forth in Articles V and VI.*

Section 3.2. Representations. Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto *as follows:*

- (a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.
- (c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or

body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City *is* a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

- (d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2021, and ending September 30, 2021 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: ALLOCATION OF FUNDING

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2021 JAG award allocation in the amount of \$12,325 on behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchases, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the FY2021 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

ARTICLE VII: ASSIGNMENT

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE VIII. MISCELLANEOUS

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City:	City of Paducah Attn: Mayor or City Manager 300 South 5 th Street P.O. BOX 2267 Paducah, KY 42002-2267
County:	County of McCracken Attn: County Judge Executive McCracken County Courthouse 301 South 6 th Street, Suite 4 Paducah, KY 42003-1797

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section: 8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section: 8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor George Bray

Date executed: _____

ATTEST: _____

City Clerk Lindsay Parish

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Judge Executive Craig Z. Clymer

Date executed: _____

ATTEST: _____

Fiscal Court Clerk Julie Griggs

Date executed: _____

Prepared by:

Joseph A. Hayes
Captain/Grants Administrator
Paducah Police Department
1400 Broadway
Paducah, KY 42001

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Approve Tyler Technologies ERP Contract Modification in the amount of \$940 - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: Under Ordinance No. 2016-6-8373, the City of Paducah previously authorized a contract Tyler Technologies, Inc. for the initial cost and fees associated with the Enterprise Resource Planning software project. City staff recommend amending the contract through a change order to convert unused Human Resources/Payroll conversions into implementation hours. This is an increase to the contract of \$940 which will be absorbed in the travel budget.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: ERP Software Project

Account Number: EQ0022

Staff Recommendation: Authorize the Mayor to Execute the Tyler Technologies ERP Contract Amendment Change Order

Attachments:

1. MO - contract-software-amendment-tyler 10-2021
2. Paducah, KY Amend 080421

MUNICIPAL ORDER NO. _____

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

WHEREAS, by Ordinance No. 2016-6-8373, the City and Tyler Technologies, Inc. executed a contract for Tyler to provide software and related products and services that will accommodate the City's data processing needs; and

WHEREAS, Ordinance No. 2018-6-8534 amended the contract to include 18 post implementation days from the initial RFP response to be shared across all six phases; and

WHEREAS, Municipal Order No. 2142 amended the contract to allow for the \$23,000 designated for conversions and forms to be used instead for 18 additional implementation days at a cost of \$22,950; and

WHEREAS, Municipal Order No. 2284 to amended the agreement with Tyler Technologies to remove certain services and to add services related to the implementation of Energov software; and

WHEREAS, Municipal Order No. 2333 amended the agreement with Tyler Technologies to convert Codes & Permitting business process consulting costs to implementation days for the Energov implementation, remove the Property Tax Enhancement for tax bill installments and converting the budget to an additional property tax form and travel expenses, and change the Statement of Work dates for property tax, payroll & HR and work orders; and

WHEREAS, Municipal Order No. 2352 amended the agreement with Tyler Technologies to allocate funds from the travel line to the custom programming related to property tax billing forms; and

WHEREAS, Municipal Order No. 2432 amended the agreement with Tyler Technologies to remove \$5,100 from the forms library, add \$2,100 for 1.5 Energov implementation days, add \$2,800 for customer contact information conversions, reallocate 2 Munis implementation days to 2 Energov implementation days, and reduce the Tyler contract amount by \$200; and

WHEREAS, the City of Paducah now desires to amend the agreement with Tyler Technologies to convert unused Human Resources/Payroll conversions into implementation hours

for an increase to the contract in the amount of \$940.

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

SECTION 1. That the City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. in order to convert unused Human Resources/Payroll conversions into implementation hours for an increase to the contract in the amount of \$940.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Amendment in behalf of the City.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 26, 2021
Recorded by Lindsay Parish, City Clerk, October 26, 2021
\\mo\contract-software-amendment-tyler 10-2021



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Paducah, with offices at 300 South 5th Street/PO Box 2267, Paducah, Kentucky 42002 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 15, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
 - Payroll – Option 2 Accrual Balances, at a contract price of \$1,500.00;
 - Payroll – Option 10 Certifications, at a contract price of \$1,400.00;
 - Payroll – Option 1 Deductions, at a contract price of \$1,800.00;
 - Payroll – Option 11 Education, at a contract price of \$1,400.00;
 - Payroll – Option 8 Position Control, at a contract price of \$1,400.00;
 - Payroll – Standard, at a contract price of \$2,000.00;
 - Payroll – Option 7 Action History, at a contract price of \$1,400.00;
 - Payroll – Option 5 Earning/Deduction History, at a contract price of \$2,500.00;
 - Payroll – Option 4 Check History, at a contract price of \$1,200.00.
2. Eighty-four (84) implementation hours, totaling \$15,540.00 (at a rate of \$185 per hour), are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. Services added to the Agreement pursuant to this Amendment, plus expenses, will be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Paducah, KY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Acceptance of a National Trust for Historic Preservation - African American Cultural Heritage Action Fund in the amount of \$55,000 on behalf of the Hotel Metropolitan - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nicholas Hutchison

Presentation By: Nicholas Hutchison

Background Information: Grants from the National Trust for Historic Preservation's African American Cultural Heritage Action Fund are designed to advance ongoing preservation activities for historic places such as sites, museums, and landscapes representing African American cultural heritage. The fund supports work in four primary areas: capital projects, organizational capacity building, project planning, programming, and interpretation. Grants made from the African American Cultural Heritage Action fund range from \$50,000 to \$150,000. The National Trust has invested \$4.3 million in 67 diverse preservation projects since creating the African American Cultural Heritage Action Fund grant program in 2017. The City of Paducah has been awarded \$55,000 for repairs and renovations to the Hotel Metropolitan's Purple Room. Since 1999, the Upper Town Heritage Foundation has worked to restore the Paducah landmark that opened in 1909 as the only lodging option for African Americans who were traveling through Paducah at the time. Some of the century's most notable politicians, athletes, and musicians stayed at the hotel that is now a black history museum and community gathering space. The grant funds will pay for rehabilitating the Purple Room, which is an accessory building of the Hotel that was constructed during segregation for parties, community meetings and performances by various big bands that traveled through Paducah. Grant funds will help with ongoing electrical system updates, historic window restoration and ceiling repair. Matching funds are not required as part of the grant award. And project work has to be completed within one (1) year of an executed grant agreement. The City of Paducah adopted Municipal Order 2421 on January 12, 2021, approving the City to apply for the African American Cultural Heritage Action Fund Grant on behalf of the Hotel Metropolitan.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Hotel Metropolitan Historic Preservation Grant

Account Number: MR0086

Staff Recommendation:

Authorize and direct the Mayor to sign all required grant award documents

Attachments:

1. MO - acceptance Metropolitan Hotel National Trust for Historic Preservation Grant
2. City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING A NATIONAL TRUST FOR HISTORIC PRESERVATION – AFRICAN AMERICAN CULTURAL HERITAGE ACTION FUND GRANT IN THE AMOUNT OF \$55,000 ON BEHALF OF THE HOTEL METROPOLITAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS

WHEREAS, the City of Paducah on behalf of the Hotel Metropolitan, applied for an African American Cultural Heritage Action Fund grant through the National Trust For Historic Preservation adopted by Municipal Order No. 2421, on January 12, 2021; and

WHEREAS, the National Trust has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$55,000, which will assist the Hotel Metropolitan’s efforts to rehabilitate the “Purple Room,” including repairs to the electrical system, historic window restoration and ceiling repair. There are no matching funds required; however, the project work must be completed within one (1) year of the executed grant agreement.

SECTION 2. That the City of Paducah hereby authorizes and directs the Mayor to execute all required grant award documents.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 26, 2021

Recorded by Lindsay Parish, City Clerk, October 26, 2021

\\mo\grants\acceptance Metropolitan Hotel National Trust for Historic Preservation Grant



**National Trust for
Historic Preservation**
Save the past. Enrich the future.

September 30, 2021

Mr. Nic Hutchison
City of Paducah
300 South 5th Street
PO Box 2267
Paducah, KY 42002-2267

**Re: National Trust African American Cultural Heritage Action Fund Grant
Agreement (“Agreement”)**

Dear Mr. Hutchison:

It is a pleasure to inform you that your application for an African American Cultural Heritage Action Fund (the “AACHAF”) grant has been approved by the National Trust for Historic Preservation (the “National Trust”). Grants from the AACHAF are designed to advance ongoing preservation activities for historic places representing African American cultural heritage. The National Trust, a privately funded nonprofit organization, protects significant places representing our diverse cultural experience by taking direct action and inspiring broad public support.

By signing this Agreement and accepting the funds, City of Paducah (the “Grantee”) agrees to abide by the terms and conditions set forth below.

1. Award and Budget. The National Trust approves an award of \$55,000 (the “Grant Funds”) to the Grantee for Restoring the Purple Room - A Green Book Legacy Site (the “Project”) (the “Grant”): Restore the historic Purple Room at Hotel Metropolitan. Up to 15% of the Grant Funds may be used to cover costs for construction planning and construction documentation. The Grant Funds must be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code and only in support of the Project. Any changes to either the budget or use of Grant Funds as described in your application or above must be approved in advance in writing by the National Trust. The National Trust may assign a staff liaison to provide technical assistance to Grantee with the Project.

2. Term. The Project must be completed in **one (1) year** from the date of the first disbursement of Grant Funds from the National Trust (the “End Date”). Should any problems arise that would prevent you from completing the Project by the End Date, Grantee must submit a written request for an extension of this Agreement to the National Trust at least ten (10) days prior to the End Date.

3. Approval of Consultant/Contractor. The National Trust approves your selection of the consultant(s) or contractor(s) for this Project stated in your application. If

you have not yet selected a consultant or contractor, then Grantee agrees to obtain the National Trust's prior written approval for any consultant or contractor paid with Grant Funds. Please submit the name of the selected consultant or contractor along with their CV or website via email to the National Trust as soon as selected. If the Grantee wishes to change consultants or contractors, the National Trust's prior written approval is required.

4. Competitive Procurement Process. Grantee agrees that all procurement of goods and services for the Project shall be conducted in a manner that provides maximum open and free competition and consideration of minority and women-owned business enterprises. When a procurement for the Project exceeds \$50,000, the Grantee must seek and obtain at least three (3) competitive bids or quotes. (This applies to any procurement greater than \$50,000 that is part of this Project, whether financed through National Trust funds or through the matching funds that make up the rest of the Project's approved budget.) Grantee must also maintain adequate procedures to ensure that the procurement of goods and services, including consultant and contractor services, do not present a conflict of interest.

5. Preservation Work. Any documents or plans for preservation work or capital (construction) work that relate to or result from the Project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.

6. Grant Disbursements. Grant Funds will be disbursed as follows:

<u>Date/Phase</u>	<u>Amount</u>
Following receipt by the National Trust of this fully executed Agreement	50% of the Grant Funds
Upon completion of the Project and submission of the final report (as required by Paragraph 7(b))	Remaining Grant Funds

7. Reporting Requirements.

a. Interim Report. Grantee agrees to submit an interim report when the Project is 50% complete. The interim report must describe the status of the Project and all expenditures made from Grant Funds and must report on Grantee's compliance with the terms of this Agreement.

b. Final Report. Within thirty (30) days of the End Date, the Grantee agrees to submit to the National Trust a final report and financial accounting on the use of the Grant Funds, as well as any materials or reports created from the Grant.

c. Submitting Reports. All reports must be submitted online in the same system used to submit the grant application. See the "Find Funding" section of our website (Forum.SavingPlaces.org/funding) for the link to that system. Extensions for

submission of reports may be approved by the National Trust only for extraordinary circumstances beyond the control of the Grantee.

8. License to Use Grant Materials. In accepting this Grant, the Grantee grants to the National Trust a non-exclusive, royalty-free, perpetual, and transferable license to use, and to allow others to use, any and all application materials, reports, documents, photographs, or other materials funded by the Grant (the “Grant Materials”) along with the right to use the Grantee’s name and logo for non-profit, educational, and promotional purposes related to the National Trust and/or AACAF. Grantee also agrees to allow the National Trust to take its own photographs or video recordings of the Project. The provisions of this paragraph shall survive termination or expiration of this Agreement and remain in full force and effect.

9. Publicity and Acknowledgement of Grant Support. The National Trust will be making a public announcement of the AACAF grants. Prior to the National Trust’s public announcement, Grantee agrees not to make any announcement or release any information concerning the Grant or any matter relating to this Agreement without the advance written approval of the National Trust. After the National Trust’s public announcement, the National Trust must be listed as a supporter in any printed material and publicity releases and on the Grantee’s website. For your assistance, enclosed is a sample press release format for use in publicizing the Grant. Grantee shall give appropriate acknowledgement of the National Trust’s support for the Project in all materials resulting from or related to the Grant, such as articles, books, reports, films, radio programs, databases, web resources, convenings, events, and exhibitions, using the following statement:

“This project was funded by a grant from the African American Cultural Heritage Action Fund of the National Trust for Historic Preservation.”

10. Additional Information; Recordkeeping. Grantee agrees to provide any other information and documents requested by the National Trust to describe the work on the Project and/or all expenditures of Grant Funds and to demonstrate the Grantee’s compliance with the terms of this Agreement. In addition, Grantee agrees to permit representatives of the National Trust, with reasonable notice, to inspect the Project. Grantee agrees to maintain complete books and records of revenues and expenditures relating to the Grant, together with appropriate supporting documentation, for at least four (4) years. Grantee agrees to make these books and records available for inspection at reasonable times if deemed necessary by the National Trust.

11. Representations and Warranties. Grantee represents and warrants that:

- a. it is a 501(c)(3) nonprofit corporation in good standing or a public agency;

b. if it has previously received financial assistance from the National Trust, all prior grant requirements were satisfied or are current as of the date of this Agreement;

c. with respect to the Grant Materials, (i) Grantee is solely responsible for the creation of the Grant Materials; (ii) the Grant Materials are original and have never been published (except for material subject to copyright for which the Grantee has obtained permission to use); (iii) Grantee has not previously assigned, pledged, encumbered, or authorized their publication in a manner than conflicts with this Agreement; (iv) the use of the Grant Materials will not infringe upon any copyright, trademark, or other proprietary rights, violate any right of privacy, or contain libelous material; and (v) the Grant Materials contain only information and data that is true and accurate to the best of the Grantee's knowledge, belief, and expertise; and

d. the representative executing this Agreement has the power and authority to bind the Grantee to the terms of this Agreement and to convey the rights granted to the National Trust.

The representations and warranties of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

12. Indemnification. Grantee shall defend, indemnify, and hold harmless the National Trust and its respective officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) based upon or arising out of any act, omission, negligence, misconduct, and/or breach of this Agreement by the Grantee, its officers, directors, employees, or agents, while engaged in the performance of this Agreement and/or in carrying out the Project. The provisions of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

13. Lobbying and Political Activities. No part of the Grant will be used for lobbying activities or to participate in any political campaign in support of or in opposition to any candidate for public office.

14. Equal Opportunity. Grantee agrees not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

15. Change in Status. Grantee shall notify the National Trust immediately of any change in: (a) Grantee's tax-exempt status or (b) Grantee's executive staff or key staff responsible for the Project.

16. Requirement to Return Grant Funds. Grantee agrees to return the Grant Funds if the Grantee: (1) fails to complete the Project as described in the application; (2)

fails to complete the Project by the End Date; (3) fails to obtain the National Trust's written approval prior to making a material change to the Project; or (4) fails to submit the final report within thirty (30) days of the End Date. Grantee agrees to return the Grant Funds to the National Trust no later than thirty (30) days after receipt of notice from the National Trust.

17. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the Grant and cannot be amended without the mutual written agreement of the parties. This Agreement cannot be assigned by the Grantee without the National Trust's prior written approval. This Agreement is made in and will be governed by the laws of the District of Columbia.

Please sign and return this Agreement to the National Trust as soon as possible to: Diana Maxwell, Grants Manager, National Trust for Historic Preservation at dmaxwell@savingplaces.org. Please contact the Grants Office for any additional assistance.

We are delighted that your Project has been selected to receive an African American Cultural Heritage Action Fund grant, and we look forward to continuing to work with you to ensure that our nation's rich heritage is preserved for the benefit and enjoyment of present and future generations.

Sincerely,



Paul W. Edmondson
President and Chief Executive Officer
National Trust for Historic Preservation
in the United States



Brent Leggs
Executive Director
African American Cultural Heritage
Action Fund

AGREED AND ACCEPTED BY:

City of Paducah

By:_____

Name:_____

Title:_____

Date:_____

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Approve Agreement with PFGW for the Architectural Design for the Robert Cherry Civic Center Renovation Project in an amount of \$66,500 plus reimbursable expenses - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Amie Clark, Michelle Smolen, Lindsay Parish

Presentation By: Daron Jordan

Background Information: The City of Paducah intends to make renovations to the Robert Cherry Civic Center to create efficiencies, house the Paducah Parks Department, and update the space for community events.

The City completed a feasibility study for the modification of the existing 9,300 square foot Robert Cherry Civic Center located at 2701 Park Avenue into a mix-use space for administrative offices and a community assembly space in July of 2021.

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

On September 28, 2021, the City Commission approved Municipal Order No. 2509 authorizing the City Manager to enter into contract negotiations on behalf of the City.

The City Manager has concluded contract negotiations and recommends that the Board of Commissioners enter into an agreement with Peck Flannery Gream Warren, Inc. (PFGW) for the architectural design and construction administrative services for the renovation of the Robert Cherry Civic Center. This agreement is effective until one year after the date of substantial project completion. Payment will be in the amount of \$66,500 plus reimbursable expenses plus 10% of the reimbursable expenses incurred. PFGW will provide schematic design validation, design development, construction documents, assistance with contractor bidding and negotiation, and construction administration services as defined by the Scope of Services.

City staff will work with PFGW to ensure that ample community assembly space is maintained in order to accommodate events and rentals.

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

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

Communications Plan: City staff will work with PFGW to engage and inform the public as plans are developed for the Robert Cherry Civic Center. Staff will coordinate with the Communications Manager for press releases and public engagement opportunities.

Funds Available: Account Name: Civic Center Project

Account Number: PA0121

Staff Recommendation: Approve the agreement with PFGW and authorize the Mayor to sign all documents necessary to approve said agreement.

Attachments:

1. MO - Agree PFGW Robert Cherry Civic Center Architectural Design
2. PFGW Agreement - Robert Cherry Civic Center

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PECK FLANNERY GREAM WARREN, INC., (PFGW) IN AN AMOUNT OF \$66,500 PLUS REIMBURSABLE EXPENSES FOR ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROBERT CHERRY CIVIC CENTER RENOVATION PROJECT

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

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

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

WHEREAS, the City of Paducah adopted Municipal Order No. 2509 on September 28, 2021, authorizing the City Manager to enter into contract negotiations on behalf of the City in order to finalize a contract for the Architectural Design and Construction Administrative Services Renovation of the Robert Cherry Civic Center; and

WHEREAS, the City Manager has made a positive recommendation to the Board of Commissioners to enter into an Agreement with Peck Flannery Gream Warren, Inc. (hereinafter "PFGW") for the Robert Cherry Civic Center Project.

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

SECTION 1. That the City of Paducah hereby accepts the proposal of PFGW and authorizes the Mayor to execute an Agreement with PFGW in an amount of \$66,500 plus reimbursable expenses as defined by the Agreement in accordance with the specifications, proposal and all contract documents heretofore approved and incorporated, for architectural

design and construction administration services for the Robert Cherry Civic Center Renovation Project.

SECTION 2. This expenditure shall be funded through Bond Series 2020A and charged to the Civic Center Project Account No. PA0121.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 26, 2021
Recorded by Lindsay Parish, City Clerk, October 26, 2021
mo\Agree PFGW Robert Cherry Civic Center Architectural Design

AIA[®] Document B102[™] – 2017

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

AGREEMENT made as of the twenty-sixth day of October in the year two-thousand twenty-one

(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 South 5th Street
Paducah, KY 42003

and the Architect:

(Name, legal status, address and other information)

Peck Flannery Gream Warren, Inc.
101 South 4th Street
PO Box 510
Paducah, KY 42002-510

for the following (hereinafter referred to as "the Project"):

(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001

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.

The Owner and Architect agree as follows.

Init.

AIA Document B102[™] – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

TABLE OF ARTICLES

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

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

See attached Scope of Services.

§ 1.1.1 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.

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

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Jeff A. Canter, NCARB, AIA
PFGW Architects
101 South 4th Street
PO Box 510
Paducah, KY 42002-510
270.443.8471

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

§ 1.5 The Architect shall maintain the following insurance 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 6.2.3.

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

§ 1.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.00) for each occurrence and one million (\$1,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) 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.

§ 1.5.3 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 1.5.1 and 1.5.2, 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.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than four million (\$ 4,000,000.00) each accident, four million (\$ 4,000,000.00) each employee, and four million (\$ 4,000,000.00) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

§ 2.2 The Owner identifies the following 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.
(List name, address, and other contact information.)

Daron Jordan, City Manager
City of Paducah
300 South 5th Street
Paducah, KY 42003
270-444-8403

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of 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

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

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.

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

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

§ 2.6 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 3 COPYRIGHTS AND LICENSES

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

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

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. 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 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

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

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 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 4.1.1.

Init.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, 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.

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

§ 4.2 Mediation

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

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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.

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

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

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 4.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

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.

§ 4.3 Arbitration

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

Init.

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

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

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

§ 4.3.4 Consolidation or Joinder

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

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

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

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the 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.

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

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

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

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

Init.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

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

.1 Termination Fee:

\$0

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

\$0

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☒ One year from the date of Substantial Completion

☐ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

ARTICLE 6 COMPENSATION

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

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

\$66,500.00

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 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;

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

- .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.

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

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 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 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 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 () 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.)

2 % monthly

§ 6.3.2.2 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.

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, 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 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

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

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

§ 7.4 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.

§ 7.4.1 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.

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

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

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

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

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

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

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .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 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.)

Scope of Services
PFGW Architects COI
PFGW Architects Billing Rate Schedule

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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

OWNER (Signature)

Daron Jordan, City Manager
(Printed name and title)

ARCHITECT (Signature)

Jeff A. Canter, NCARB, AIA
(Printed name, title, and license number, if required)

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:24:58 ET on 10/20/2021 under Order No.4394370220 which expires on 01/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1232225896)

October 26, 2021

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, Kentucky 42001
PFGW File No. 2147



Scope of Services

Schematic Design Validation

Process: The Design Team will:

1. Schedule project kickoff meeting.
2. Review, in coordination with Owner, information presented in the Feasibility Study dated July 23, 2021.
 - a. Conceptual floor plan.
 - b. Scope of work narrative.
 - c. Opinion of cost.
3. Validate the findings of the Feasibility Study prior to beginning the Design Development phase.
4. Develop project schedule.
5. Schedule review with Owner at 100% Schematic Design.

Deliverables: Schematic Design Validation Report, including schematic floor plan, exterior elevations and refined opinion of cost. Meeting agendas and report will be provided for all meetings.

Design Development

Process: The Design Team will:

1. Further develop Schematic Design documents, including floor plans, exterior elevations, building sections and site development plan.
2. Develop wall sections and details.
3. Begin design and integration of all mechanical, plumbing, electrical and special systems.
4. Review and refine project schedule.
5. Further refine opinion of cost.
6. Initiate conversations with authorities having jurisdiction (City of Paducah Fire Prevention, Planning, Engineering).
7. Schedule reviews with Owner at 50% design development and 100% design development.

Deliverables: Developed floor plans, exterior elevations, building sections and wall sections. Structural, mechanical, plumbing and electrical design and drawings will also be developed, as well as refined opinion of cost. Meeting agendas and reports will be provided for all meetings.



Construction Documents

Process: The Design Team will:

1. Develop a full set of construction documents—drawings and specifications—for permitting and construction.
2. Review and refine project schedule.
3. Finalize opinion of cost.
4. Submit construction documents to authorities having jurisdiction for review and permitting.
5. Schedule reviews with Owner at 50% complete documents and 90% complete documents.

Deliverables: Complete set of construction documents, including structural, architectural, mechanical, plumbing, and electrical drawings. Project specification manual will also be provided, including appropriate procurement documents. Opinion of cost will be refined and finalized. Meeting agendas and reports will be provided for all meetings.

Bidding and Negotiation

Process: The Design Team will:

1. Assist the Owner with the bidding and negotiation process, including but not limited to conducting a pre-bid meeting, receiving questions and distributing addenda, as well as assisting in the review, evaluation and recommendation of bid acceptance.
2. Prepare the Owner-Contractor contracts and establish a pre-construction meeting.

Deliverables: Evaluation of submitted bids and execution of contract for construction with selected general contractor. Meeting agendas and reports will be provided for all meetings.

Construction Administration

Process: The Design Team will:

1. Provide administration of the construction contract, including advising and consulting with the Owner and contractor, acting as the Owner's advocate, meeting with governing agencies to resolve any permitting comments or issues.
2. Review shop drawings, samples and other submissions of the trade contractors, interpreting the documents for the trade contractors.
3. Review applications for payment and certificate of substantial completion.
4. Prepare and issue change orders.
5. Prepare and coordinate punch lists of items requiring remedial work or replacement.
6. Collect and deliver to the Owner written warranties and other related documents and provide record documents in reproducible form.
7. Provide weekly on-site observation throughout the construction phase.
8. Conduct regular construction progress meetings.

Deliverables: Site visit and construction progress meeting agendas and reports, as well as all closeout documents as required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

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 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).

PRODUCER Peel & Holland, Inc. P.O. Box 427 1120 Main Street Benton KY 42025-0427		CONTACT NAME: Cindy Davis PHONE (A/C, No, Ext): 270-527-8621 E-MAIL: cdavis@peeltholland.com FAX (A/C, No): 270-538-9158 ADDRESS: cdavis@peeltholland.com		
INSURED Peck Flannery Gream Warren, Inc. 101 South 4th St Paducah KY 42001		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Insurance Company		10677
		INSURER B : AGC Self Insurance Fund		
		INSURER C : Continental Casualty Company		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 193883825

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			ECP0288555	12/8/2020	12/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ECP0288555	12/8/2020	12/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ECP0288555	12/8/2020	12/8/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			646	1/1/2021	1/1/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
C	Professional Liability			AEH004315520	11/25/2020	11/25/2021	PerOcc \$1,000,000 Agg \$2,000,000 Ded \$15,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Paducah
300 South 5th Street
Paducah KY 42003

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



BILLING RATE SCHEDULE

JANUARY 2021

HOURLY RATES as follows include overhead on direct labor, general and administrative costs, and profit.

PRINCIPAL	\$ 150.00
PROJECT MANAGER	\$ 140.00
JR. PROJECT MANAGER	\$ 125.00
SR. ARCHITECT / REG. ENGINEER	\$ 125.00
JR. ARCHITECT / JR. ENGINEER	\$ 110.00
SR. CAD OPERATOR	\$ 105.00
JR. CAD OPERATOR	\$ 90.00
CONSTRUCTION ADMINISTRATION	\$ 95.00
PROFESSIONAL CONSULTANTS	1.25 x INVOICE
SUPPORT PERSONNEL	3.75 x DPE
TRAVEL RATE	\$.55 / MILE
REPRODUCTION PRINTS.....	\$.54 / SQ. FT.
IF PRINTED OFF-SITE	1.1 x COST
REPRODUCTION—COPIES (8 ½ x 11)	\$.45 / SHEET
REPRODUCTION—COPIES (11 x 17)	\$.60 / SHEET

Agenda Action Form

Paducah City Commission

Meeting Date: October 12, 2021

Short Title: Ordinance Authorizing Institution of Condemnation Proceedings for Acquisition of Easement
from ProRealEstate, LLC

Category: Ordinance

Staff Work By: Mayor George Bray

Presentation By: Jason Petersen, Paducah Water Works

Background Information: Paducah Water Works is requesting authority from the City of Paducah to institute condemnation proceedings to acquire necessary easements from ProRealEstate, LLC in order to construct a sixteen (16) inch water main which will run from the Cairo Road Pump Station to the Cairo Road Elevated Storage Tank. All other necessary easements were voluntarily granted by the owners of the land which the project will cross. This is the sole remaining landowner whose easement is necessary to begin the project. Paducah Water Works is investing Six Million Dollars into the project. Negotiations with the landowner have been ongoing since fall of 2020 but have been unsuccessful. As such, condemnation proceedings are necessary to begin construction of the project and to provide higher quality services to the citizens.

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

If yes, please list the Commission Priority: Enhancement of Services provided to citizens of City of Paducah

Communications Plan:

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

Recommendation: That the first reading for the ordinance be held on October 12, 2021 and that a second reading be scheduled for October 26, 2021.

Attachments: Ordinance and its Exhibits

ORDINANCE NO. 2021 - _____

**AN ORDINANCE DEEMING IT NECESSARY TO
CONDEMN AND ACQUIRE FOR PUBLIC PURPOSES A
CERTAIN PERMANENT UTILITY EASEMENT AND A
TEMPORARY CONSTRUCTION EASEMENT OVER AND
ACROSS THE REAL PROPERTY OF PROREALESTATE,
LLC, FOR THE EXTENSION, CONSTRUCTION,
MAINTENANCE, AND OPERATION OF THE MUNICIPAL
WATER SYSTEM BY PADUCAH WATER AND
AUTHORIZING THE INSTITUTION OF
CONDEMNATION PROCEEDINGS FOR THE
ACQUISITION OF SUCH EASEMENTS.**

WHEREAS, the Board of Commissioners of the Paducah Water Works (the “Paducah Water”) is a political subdivision of the Commonwealth of Kentucky and an agency of the City of Paducah, Kentucky (the “City”) duly established and empowered pursuant to KRS 96.320 to manage on behalf of the City the municipal water system of the City of Paducah; and

WHEREAS, Paducah Water is authorized to establish, erect, construct, acquire, own, maintain, and operate the municipal water system, together with extensions and necessary appurtenances thereto, within or without the corporate limits of the City; and

WHEREAS, Paducah Water has determined that for purposes of providing an adequate and reliable water supply to its customers in the City of Paducah and McCracken County, Kentucky, it is necessary to extend, establish, erect, construct, acquire, own and maintain a sixteen (16) inch water main which will run from the Cairo Road Pump Station to the Cairo Road Elevated Storage Tank and the northwestern portion of Paducah Water’s Service Area (the “Project”); and

WHEREAS, a certain permanent utility easement and a temporary construction easement across two adjacent parcel(s) of real property owned by ProRealEstate, LLC, a Kentucky limited liability company (the “Owner”) is necessary for the extension, construction, erection, maintenance, and operation of the Project, which easements are more particularly depicted on **Exhibit A** and described on **Exhibit B** attached hereto (the “Easements”); and

WHEREAS, the Easements are needed by Paducah Water for the successful completion of the Project which is in furtherance of the public purpose to provide an adequate and reliable municipal water system to its customers; and

WHEREAS, Paducah Water has been unable to contract or agree with the Owner thereof for the acquisition or purchase of the Easements sought to be condemned; and

WHEREAS, the real property of the Owner affected by the acquisition of the Easements is more particularly described on **Exhibit C** (the “Real Property”); and

WHEREAS, Paducah Water by resolution adopted on January 27, 2021 has authorized the institution of condemnation proceedings on its behalf in the name of the City for the use and benefit of Paducah Water to acquire the Easements.

NOW, THEREFORE, be it ordained by the City of Paducah, Kentucky:

Section 1. That public use and necessity require the acquisition by Paducah Water of the Easements for the extension, construction, erection, maintenance, and operation of the Project which is in furtherance of the public purpose to provide an adequate and reliable municipal water system to its customers. The Easements sought to be condemned are described in the attached Exhibits A and B and the Real Property affected by the Easements are described in the attached Exhibit C.

Section 2. The City does hereby authorize the acquisition of the Easements pursuant to the Eminent Domain Act of Kentucky and further authorizes the institution of condemnation proceedings in the McCracken Circuit Court in the name of the City for the use and benefit of Paducah Water against the Owner and all other parties of interest, to acquire the Easements across the Real Property of Owner.

Section 3. That with respect to the Easements sought to be condemned; Paducah Water shall also acquire the following rights and interests:

(a) Owner shall not erect or install any permanent improvement within the area or upon the land of the aforesaid permanent utility easement; and

(b) The right of ingress and egress over the Real Property of Owner to and from the Easements and the right of entry upon, passage over, deposit of excavated earth and storage of material and equipment on the Real Property of Owner in the exercise of its rights under the Easements and the extension, construction, erection, maintenance, and operation of the Project.

Section 4. Pursuant to the provisions of KRS 416.560 (2) the City of Paducah on behalf of Paducah Water is directed to seek and request from the governing body of McCracken County, Kentucky (“County”) authorization to institute these condemnation proceedings in the McCracken Circuit Court in the name of the City for the use and benefit of Paducah Water against the Owner and other parties of interest for the condemnation of the Easements. Further, the County shall be named as a co-petitioner in the condemnation proceedings authorized by this Ordinance.

Section 5. That the corporate counsel for the City, the law firm of Denton Law Firm, PLLC, shall institute these condemnation proceedings on behalf of the City and Paducah Water and shall be appointed as special counsel for the County to represent the interests of the City,

Paducah Water, and the County in the proceedings authorized herein, and all costs, including attorney fees, involved in or arising out of such proceedings shall be borne by Paducah Water.

Section 6. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. 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 8. 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 9. Emergency. Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this Ordinance. As grounds therefore, the City Commission does hereby declare an emergency to exist as to the authorizations provided here. Specifically, any further delay in the acquisition of the Easements could adversely impact commencement of the construction and the Project.

Section 10. Effective Date. This Ordinance shall take effect from and after its passage, as provided by law.

GEORGE BRAY, MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2021.

Adopted by the Board of Commissioners, _____, 2021.

Recorded by City Clerk, _____, 2021.

Published by The Paducah Sun, _____, 2021.



PROJECT NO. 20001-03 DATE January 2021

SCALE 0' 60'

EXHIBIT A

PADUCAH WATER

CAIRO ROAD WATERMAIN IMPROVEMENTS

PROREALESTATE, LLC PROPERTY

EXHIBIT B

EASEMENTS

The Easements are located along the Cairo Road, in McCracken County, Kentucky and are better defined as follows:

Easement 1

A strip of land 20 feet in width, centered about a water line beginning at the Grantor's east property line and ending at the Grantor's west property line as further described below.

Commencing at the Grantor's northeast property corner, said corner being in the south right-of-way line of Cairo Road and also being the northwest corner of the ProRealEstate, LLC property as described in Deed Book 1420 Page 389, in the McCracken County Court Clerk's office; thence, in a southerly direction with the Grantor's east property line an approximate distance of 25 feet to the point of beginning; thence, in a westerly direction, centered about a water line, an approximate distance of 250 feet to a point on the Grantor's west property line, said point being approximately 25 feet from the Grantor's northwest property corner. The total area of the proposed permanent easement is 5,130 sq ft (0.12 acres).

In addition, a temporary construction easement 10 feet in width shall be granted, adjacent, and parallel to the south side, with a variable width easement granted along the north side of the described perpetual easement for the entire length of said easement. The total area of the proposed temporary easement is 5,630 sq ft (0.13 acres).

Said tract being a portion of the same property conveyed to ProRealEstate, LLC, a Kentucky limited liability company, by Deed dated October 30, 2020, in Deed Book 1420 Page 392 in the McCracken County Court Clerk's office.

Easement 2

A strip of land 20 feet in width, centered about a water line beginning at the Grantor's east property line and ending at the Grantor's west property line as further described below.

Commencing at the Grantor's northeast property corner, said corner being in the south right-of-way line of Cairo Road and also being the northwest corner of the BJE Family, LLC property as described in deed book 921, page 691, in the McCracken County Court Clerk's office; thence, in a southerly direction with the Grantor's east property line an approximate distance of 22 feet to the point of beginning; thence, in a westerly direction, centered about a water line, an approximate distance of 470 feet to a point on the Grantor's west property line, said point being approximately 25 feet from the Grantor's northwest property corner. The total area of the proposed permanent easement is 9,370 sq ft (0.22 acres).

In addition, a temporary construction easement 10 feet in width shall be granted, adjacent, and

parallel to the south side, with a variable width easement granted along the north side of the described perpetual easement for the entire length of said easement. The total area of the proposed temporary easement is 11,800 sq ft (0.27 acres).

Said tract being a portion of the same property conveyed to ProRealEstate, LLC, a Kentucky limited liability company, by Deed dated October 30, 2020, in Deed Book 1420 Page 389 in the McCracken County Court Clerk's office.

EXHIBIT C

THE REAL PROPERTY OF THE OWNER

The Real Property of the Owner is more particularly described as follows:

Parcel 1

Being a 3.00 acre tract shown on the Waiver of Subdivision Plat of the Michael F. Gallagher Revocable Trust Property of record in Plat Section "L", page 1404, McCracken County Clerk's Office.

Being the same property conveyed to ProRealEstate, LLC, a Kentucky limited liability company, by deed dated October 30, 2020, of record in Deed Book 1420, Page 392 of the McCracken County Court Clerk's Office.

Parcel 2

Beginning at a concrete monument in the south right-of-way line of the Cairo Road, and also being 161.26 feet west of the Swanson Lane centerline, extended; running thence with the south right-of-way line of the Cairo Road South 69 degrees 23 minutes West 468.21 feet to a concrete monument; thence south 19 degrees 52 minutes east 166.43 feet to a concrete monument; thence south 7 degrees 08 minutes east 346.47 feet to a concrete monument; thence north 88 degrees 40 minutes east 579.67 feet to a concrete monument; thence north 20 degrees 17 minutes west 694.83 feet to the point of beginning. Said tract containing 6.93 acres (previously described as the John Griffin 6.65 acre tract in Plat Book "F", page 42 in the McCracken County Clerk's Office).

It is understood that 25 x 35 foot cemetery is located on the above described property, and that said cemetery will remain in its present location forever.

This property is also subject to an easement in favor of Mamie Stewart and the heirs of W. C. Griffin granted by the McCracken Circuit Court in Civil Action No. 88-CI-141. Reference is made to said lawsuit regarding said easement.

Being in all respects the same property conveyed to ProRealEstate, LLC, a Kentucky limited liability company, by deed dated October 30, 2020, of record in Deed Book 1420, Page 389 of the McCracken County Court Clerk's Office.

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Approve Contract Modification to Construction Contract with Pace Contracting, LLC. for the Paducah Floodwall Pump Station #2 Project in the amount of \$405,536.35 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Contract Modification #2 to Pace Contracting, LLC construction contract in the amount of \$405,536.35 due to unforeseen construction conditions resulting in a final contract amount of \$5,027,269.64.

Background: As part of the Paducah Floodwall Rehabilitation Project in conjunction with the US Army Corps of Engineers, Ordinance 2020-08-8652 was approved on August 25, 2020 with Pace Contracting, LLC for a construction contract in the amount of \$4.5M for the Pump Station #2 Rehabilitation Project. This was a rebid of the contract after the original contractor defaulted on the contract.

Contract Modification #1 (Ordinance 2021-07-8694, dated July 27, 2021)

Pace Contracting incurred unforeseen costs related to the failure of the original contractor to perform:

Proposal	Item	Cost
6	Missing Components and Damaged Materials	\$ 88,929.66
7	Fabrication of Motor #5 Adjustment Nut	\$ 10,970.00
8	Emergency Repairs of 48in Discharge Pipe	\$ 21,833.63
	Total Costs	\$ 121,733.29

Ordinance 2021-07-8694 increased the original construction contract from \$4,500,000.00 to \$4,621,733.29. The total change amount of \$121,733.29 will be billed to Western Surety Company, the issuer of the Performance and Payment Bonds (Bond No. 30032288) for Huffman Construction LLC.

Contract Modification #2

Proposal	Description	Cost
1	Replacement of Actuator and Sluice Gate	\$ 43,148.28
4	Skylight Replacement	\$ 25,927.00
5	Repair of Pump Station 2 Overhead Crane	\$ 20,999.58
9	Electrical Gear	\$ 101,875.49
10	Soil Issues	\$ 213,586.00

Total Costs	\$	405,536.
	35	

Upon approval, the new agreement would increase the approved construction contract from \$4,621,733.29 to \$5,027,269.64

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

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

If yes, please list the Commission Priority: Stormwater- Floodwall

Communications Plan: Coordinate with Communications Manager.

Funds Available: Account Name: Pump Station #2

Account Number: FW0014

Staff Recommendation: Authorize and direct the Mayor to sign Contract Modification #2 with Pace Contracting, LLC for the construction contract on Pump Station #2 Rehabilitation Project in the amount of \$405,536.35 with a final contract amount of \$5,027,269.64.

Attachments:

1. ORD - Pace Contracting LLC – Pump Station #2
2. FPS2_CO2_Recommendation
3. Paducah FPS 2_CO 2_Pace_form

ORDINANCE NO. 2021-____-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH PACE CONTRACTING LLC. TO INCREASE THE CONTRACT BY \$405,536.35 FOR THE PUMP STATION #2 REHABILITATION PROJECT

WHEREAS, On August 25, 2020, the City approved Ordinance 2020-08-8652, authorizing a professional services contract with Pace Contracting, LLC for a construction contract in the amount of \$4,500,000 for the Pump Station #2 Rehabilitation Project; and

WHEREAS, on July 27, 2021, the City approved Ordinance 2021-07-8694, authorizing Contract Modification #1, increasing the contract to \$4,621,733.29; and

WHEREAS, it is now necessary to modify the contract due to additional unforeseen work that is needed, including MH 23 Actuator and Stem Replacement, Overhead crane repair, electrical investigation and repair and geotechnical/soil issues; and

WHEREAS, Contract Modification No. 2 is required for an increase in the amount of \$405,536.35, adjusting the total construction project from \$4,621,733.29 to \$5,027,269.64.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 2 with Pace Contracting, LLC for an increase in the amount of \$405,536.35 and a new total contract cost of \$5,027,269.64.

SECTION 2. This expenditure shall be charged to the Pump Station #2 Project Account FW0014.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners October 26, 2021

Adopted by the Board of Commissioners, November 9, 2021

Recorded by Lindsay Parish, City Clerk, November 9, 2021

Published by The Paducah Sun, _____

\ord\eng\CHGORD2- Pace Contracting LLC – Pump Station #2



October 20, 2021

Rick Murphy, P.E.
City of Paducah
300 South 5th Street
Paducah, KY 42003

RE: Flood Pump Station #2 Rehabilitation – Contract Modification #2

Dear Mr. Murphy:

Pace Contracting, LLC (Pace) has experienced several changed conditions during the construction of the Flood Pump Station #2 Rehabilitation Project. These changes have resulted in additional compensation due to Pace. The following are the Change Proposal Request descriptions and corresponding costs:

- Change Proposal Request #1 (CPR1) – Actuator and Sluice Gate **\$43,148.28**
The actuator at MH 23 for the flood control sluice gate is nearly inoperable due to wear and age. This gate is frequently used as it prevents backflow from the Ohio River during elevated river periods. The latest use of this gate has bent the gate stem and both components are now in need of replacement. Pace was asked to provide a quote to replace both components to allow for future operations.
- Change Proposal Request #4 (CPR4) – Skylight Replacement **\$25,927.00**
Pace was asked to provide a quote for removable aluminum covers to maintain consistency between the City's other flood pumping stations and to assist with future motor/pump removals which currently are extremely challenging.
- Change Proposal Request #5 (CPR5) – Repair of Pump Station 2 Overhead Crane **\$20,999.58**
The existing overhead crane chain gear and clutch were found to be inoperable. This crane is necessary to assist in moving the motors and removal/installation of the pumps. Its current condition does not allow for Pace to perform the work outlined in the contract. Pace was asked to obtain quotes for repair of the crane as soon.
- Change Proposal Request #9 (CPR9) – Electrical Gear **\$101,875.49**
It was determined that two of the four starters in the Motor Control Center were in operable. A site assessment conducted by Eaton revealed upgrades to



the electrical gear were needed for safety and operational purposes. Pace was asked to solicit a quote from Eaton and coordinate installation of new protective relays with an Arc Flash Study and relay settings.

- Change Proposal Request #10 (CPR10) – Soil Issues \$213,586.00
While removing the existing discharge pipes discovered significant area of unsuitable fill material that have been compromised by trapped water and degraded organic material. This material does not meet USACE standards for levee fill nor is it suitable for pipe bedding. Pace was asked to remove unstable material and replace with approved fill from an adjacent fill site.

Recommendation

HDR has reviewed the costs provided by Pace for the referenced CPRs and agree with the supported cost breakdowns. It is recommended that the City move forward with inclusion of CPR 1, CPR 4, CPR 5, CPR 9, and CPR 10, into Contract Modification #2 for an increase of \$405,536.35 and a new total contract amount of \$5,027,269.64.

Please let me know if you have any questions comments or need additional information.

Sincerely,

Kyle Guthrie, P.E.
Vice President

Cc: Melanie Townsend
Sheryl Chino
Savannah Wing

Attachments: Paducah FPS_2_CO_2_Pace.pdf

Date of Issuance:	Effective Date:
Owner: City of Paducah	Owner's Contract No.: CDBG No. 17-020
Contractor: Pace Contracting LLC	Contractor's Project No.: 17-020
Engineer: HDR Engineering, Inc	Engineer's Project No.: 10032833
Project: Flood Pump Station #2 Rehab	Contract Name: Paducah PS #2 Rehab

The Contract is modified as follows upon execution of this Change Order:

Description:

- | | |
|---|-----------------|
| • Replacement of Actuator & Sluice Gate | Electrical Gear |
| • Skylight Replacement | Soil Issues |
| • Repair PS2 Overhead Crane | |

Attachments: *HDR Change Order Recommendation
CPR #1, CPR #4, CPR #5, CPR #9 & CPR #10*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>4,500,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. ____: \$ <u>121,733.29</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>4,621,733.29</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>405,536.35</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>5,027,269.64</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: _____	Title: _____		Title: _____		
Date: _____	Date: _____		Date: _____		
Approved by Funding Agency (if applicable)					
By: _____	Date: _____				
Title: _____					

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Approve the Closing of Vermont Street extending southeast of 321 & 322 Vermont Street Between 1401 Elmdale Road And 500 Ridgewood Street - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owner has submitted an executed application requesting the closure of Vermont Street extending Southeast of 321 & 322 Vermont Street between 1401 Elmdale Road and 500 Ridgewood Street:

Rick Shellhart, Pastor, Calvary Apostolic Tabernacle of Paducah, Inc.

On October 4, 2021, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of Vermont Street extending Southeast of 321 & 322 Vermont Street between 1401 Elmdale Road and 500 Ridgewood Street and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. ORD - Closure Vermont Street Between Elmdale Rd and Ridgewood Street
2. Vermont ROW Closure application
3. PC Resolution_Vermont St Closure
4. 2020147 Road Closure Prelim Plat 8-24-21

ORDINANCE NO. 2021-_____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF VERMONT STREET
EXTENDING SOUTHEAST OF 321 AND 322 VERMONT STREET BETWEEN 1401
ELMDALE ROAD AND 500 RIDGEWOOD STREET AND AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of
Vermont Street extending southeast of 321 and 322 Vermont Street between 1401 Elmdale
Road and 500 Ridgewood Street as follows:

A certain 40-foot wide undeveloped right of way containing 0.5628 acres as surveyed by
Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of
Paducah, Kentucky on July 6, 2021, located at the east end of Vermont Street and on the
west side of Elmdale Road in Paducah, McCracken County, Kentucky and being more
particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on
May 28, 2021. The horizontal control is based on Kentucky State Plane Coordinates
System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped
"R. TOSH KYPLS 2900".

Beginning at a rebar and cap (set) in the west right of way of Elmdale Road, 90.00 feet
west of the road centerline, said centerline point being located 418.34 feet north of the
centerline intersection of Elmdale Road and Ridgewood Street;

Thence from the point of beginning North 64 Degrees 19 Minutes 16 Seconds West for a
distance of 619.53 feet along a common line to the Calvary Apostolic Tabernacle of
Paducah, Inc. property described in Deed Book 1421, Page 429, to a rebar and cap (set);

Thence North 25 Degrees 29 Minutes 44 Seconds East for a distance of 40.00 feet with
the east end of the developed portion of Vermont Street to a rebar and cap (set);

Thence South 64 Degrees 19 Minutes 16 Seconds East for a distance of 606.30 feet along
a common line to the Calvary Apostolic Tabernacle of Paducah, Inc. property described in
Deed Book 1421, Page 429, to a rebar and cap (set) in the west right of way of Elmdale
Road, 90.00 feet west of the road centerline;

Thence with the right of way of Elmdale road the following Two (2) courses:

1. South 07 Degrees 10 Minutes 09 Seconds West for a distance of 30.02 feet to a rebar and
cap (set);
2. South 07 Degrees 18 Minutes 49 Seconds West for a distance of 12.15 feet to the point
of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record
and in existence.

Ricky A. Tosh, PLS No. 2900

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Calvary Apostolic Tabernacle of Paducah, Inc., owns the undeveloped portion of Vermont Street abutting the public way, which the Board of Commissioners has authorized to be closed as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

b. On the 4th day of October, 2021, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. There are no other property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 26, 2021

Adopted by the Board of Commissioners, November 9, 2021

Recorded by Lindsay Parish, City Clerk, November 9, 2021

Published by The Paducah Sun, _____

\ord\eng\st close\ Closure Vermont Street Between Elmdale Rd and Ridgewood Street

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2021-____-____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

Exhibit A



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION**

Date: Sept 7, 2021

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: un-developed portion of Vermont Street

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

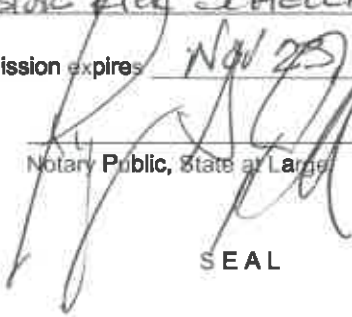

Signature of Property Owner

PASTOR RICK SCHELLHARTZ
Property Owner's Name Printed
CALVARY APOSTOLIC
TABERNACLE OF PADUCAH, INC.
Address
3545 LOVELACEVILLE RD
PADUCAH KY 42001
270-554-8241

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 7 day of Sept, 2021
by PASTOR RICK SCHELLHARTZ

My Commission expires Nov 23 2023


Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____

My Commission expires _____

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF VERMONT STREET EXTENDING SOUTHEAST OF 321 & 322 VERMONT STREET BETWEEN 1401 ELMDALE ROAD AND 500 RIDGEWOOD STREET.

WHEREAS, a public hearing was held on October 4, 2021 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, this Commission adopted a proposal to close Vermont Street extending southeast of 321 & 322 Vermont Street between 1401 Elmdale Road and 500 Ridgewood Street.

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 to close a portion of Vermont Street as follows:

**LEGAL DESCRIPTION
40 foot wide Right of Way Closure**

A certain 40 foot wide undeveloped right of way containing 0.5628 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on July 6, 2021, located at the east end of Vermont Street and on the west side of Elmdale Road in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on May 28, 2021. The horizontal control is based on Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900".

Beginning at a rebar and cap (set) in the west right of way of Elmdale Road, 90.00 feet west of the road centerline, said centerline point being located 418.34 feet north of the centerline intersection of Elmdale Road and Ridgewood Street;

Thence from the point of beginning North 64 Degrees 19 Minutes 16 Seconds West for a distance of 619.53 feet along a common line to the Calvary Apostolic Tabernacle of Paducah, Inc. property described in Deed Book 1421, Page 429, to a rebar and cap (set);

Thence North 25 Degrees 29 Minutes 44 Seconds East for a distance of 40.00 feet with the east end of the developed portion of Vermont Street to a rebar and cap (set);

Thence South 64 Degrees 19 Minutes 16 Seconds East for a distance of 606.30 feet along a common line to the Calvary Apostolic Tabernacle of Paducah, Inc. property described in Deed Book 1421, Page 429, to a rebar and cap (set) in the west right of way of Elmdale Road, 90.00 feet west of the road centerline;

Thence with the right of way of Elmdale road the following Two (2) courses:

1. South 07 Degrees 10 Minutes 09 Seconds West for a distance of 30.02 feet to a rebar and cap (set);
2. South 07 Degrees 18 Minutes 49 Seconds West for a distance of 12.15 feet to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

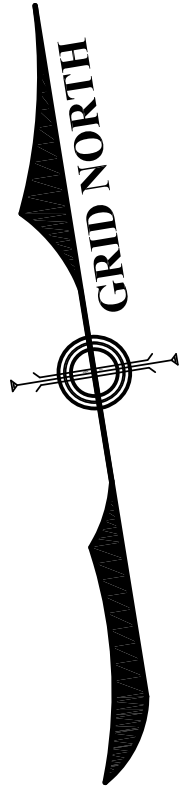
SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

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.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.


Lorraine Schramke, Vice-Chairwoman

Adopted by the Paducah Planning Commission on October 4, 2021



KENTUCKY STATE PLANE
COORDINATE SYSTEM-SOUTH ZONE
(NAD 83) (2011)
(NAVD 88) (GEOID 18)
(SURVEY UNITS-U.S. FEET)



ZONING INFORMATION:
THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-2"
PER CITY OF PADUCAH PLANNING DEPARTMENT.
ZONE "R-2" = LOW AND MEDIUM DENSITY RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:
FRONT YARD = 25 FEET
SIDE YARD = 06 FEET
REAR YARD = 25 FEET

ACCESSORY BUILDINGS.
NO ACCESSORY BUILDING SHALL BE ERRECTED WITHIN
SIX FEET OF ANY SIDE LOT LINE AND NO SEPARATE
ACCESSORY BUILDING SHALL BE ERRECTED WITHIN FIVE
FEET OF ANY OTHER BUILDING OR STRUCTURE. REAR
SETBACKS DO NOT APPLY TO ACCESSORY BUILDINGS.
HOWEVER, NO ACCESSORY BUILDING OR STRUCTURE
SHALL BE ALLOWED IN A FRONT YARD.

MINIMUM AREA REQUIREMENTS:
MINIMUM LOT AREA: 10,000 SQ. FEET

MINIMUM LOT WIDTHS:
60 FEET

MAXIMUM BUILDING HEIGHT:
35 FEET

CERTIFICATE OF OWNERSHIP:

I (WE), DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND DO
HEREBY APPROVE THIS PLAN OF SUBDIVISION WITH OUR FREE WILL AND CONSENT.

MAYOR, CITY OF PADUCAH, KY

CERTIFICATION OF ACKNOWLEDGMENT STATE OF _____, COUNTY OF _____;

I, _____, A NOTARY PUBLIC IN THE STATE & COUNTY
AFORESAID DO, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED
TO ME BY MATTHEW F. BRACCIA, PRESIDENT OF U-HAUL REAL ESTATE CO., KNOWN TO ME, TOGETHER
WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN
MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

MAYOR'S CERTIFICATE OF CITY APPROVAL:

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # _____,
I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH

DATE

CERTIFICATE OF APPROVAL:

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES, ADOPTED BY THE
BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND
ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION MEETING HELD ON THE _____ DAY
OF _____, 20____.

CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

CERTIFICATE OF RECORDING: "STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT
WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND
THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____.

_____, BY _____, D.C.

RECORDED IN PLAT SECTION _____, PAGE _____.

CERTIFICATE OF ACCURACY:

I DO HEREBY CERTIFY TO THE CITY OF PADUCAH, KY
THAT THE SURVEY SHOWN AND DESCRIBED HEREON WAS PERFORMED UNDER MY
SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION
OF RATIO OF THE TRAVERSE WAS 1:55,976. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE
BEEN ADJUSTED. THIS SURVEY IS AN URBAN CLASS SURVEY AND MEETS THE ACCURACY, PRECISION AND
SPECIFICATIONS OF THIS CLASS PER THE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS
IN KENTUCKY (201 KAR 18.150). THIS SURVEY MEETS THE REQUIREMENTS OF THE CITY OF PADUCAH
PLANNING AND ZONING COMMISSION, AND ALL MONUMENTS HAVE BEEN FOUND OR SET AS SHOWN HEREON.

RICKY A. TOSH

PLS No.

DATE

**GREENWELL PROPERTY
MANAGEMENT, LLC**
DEED BOOK 1245, PAGE 303
PLAT SECTION "K", PAGE 715

**GERALD AND
SHEILA BOX**
DEED BOOK 1061, PAGE 368

KIMBERLY SMITH
DEED BOOK 979, PAGE 217

**JERRY AND ETHEL
ELLEGOOD**
DEED BOOK 614, PAGE 649

**CALVARY APOSTOLIC TABERNACLE
OF PADUCAH, INC.**
TRACT 2 OF
DEED BOOK 1421, PAGE 429

TRACT "A"
AREA: 0.5628 ACRES

**CALVARY APOSTOLIC TABERNACLE
OF PADUCAH, INC.**
TRACT 1 OF
DEED BOOK 1421, PAGE 429

PUBLIC UTILITY OWNERS:

WE THE UTILITY OWNERS INDICATED BELOW FREELY GIVE OUR CONSENT TO THE
CLOSING OF THE 40 FOOT WIDE PUBLIC ROAD RIGHT OF WAY AS SHOWN HEREON.

ATMOS ENERGY

DATE

BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T KENTUCKY

DATE

CITY OF PADUCAH STORM SEWER

DATE

COMCAST CABLE OF PADUCAH, INC.

DATE

PADUCAH POWER SYSTEM

DATE

PADUCAH WATER

DATE

PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA)

DATE

PRELIMINARY PLAT FOR REVIEW 8-24-21

SITE DATUM CALCULATED FACTORS:

ELLIPSOID FACTOR (EF) = 0.999987732102
COMBINED FACTOR (CF) = 1.000011006662 (CONVERSION FROM GROUND TO GRID)
PROJECT DATUM FACTOR (PDF) = 0.999986993459 (CONVERSION FROM GRID TO GROUND)

SURVEYOR'S NOTES:

- THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA
PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 0.999981314 BASED ON SITE
CONTROL ESTABLISHED BY USE OF NIKON E.D.M. TOTAL STATION AND SPECTRA PRECISION SP80
RECEIVERS.
- REDUNDANT MEASUREMENTS WERE MADE ON ALL MARKERS THAT WERE SET AND/OR LOCATED BY
REAL-TIME KINEMATICS SURVEYING METHODS AND HAVE A RELATIVE POSITIONAL ACCURACY OF 0.022 FEET
OR LESS.
- THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED.
- THIS SURVEY MEETS THE ACCURACY, PRECISION AND SPECIFICATIONS OF A URBAN CLASS SURVEY PER
STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYING IN KENTUCKY (201 KAR 18.150).

INTERSTATE 24

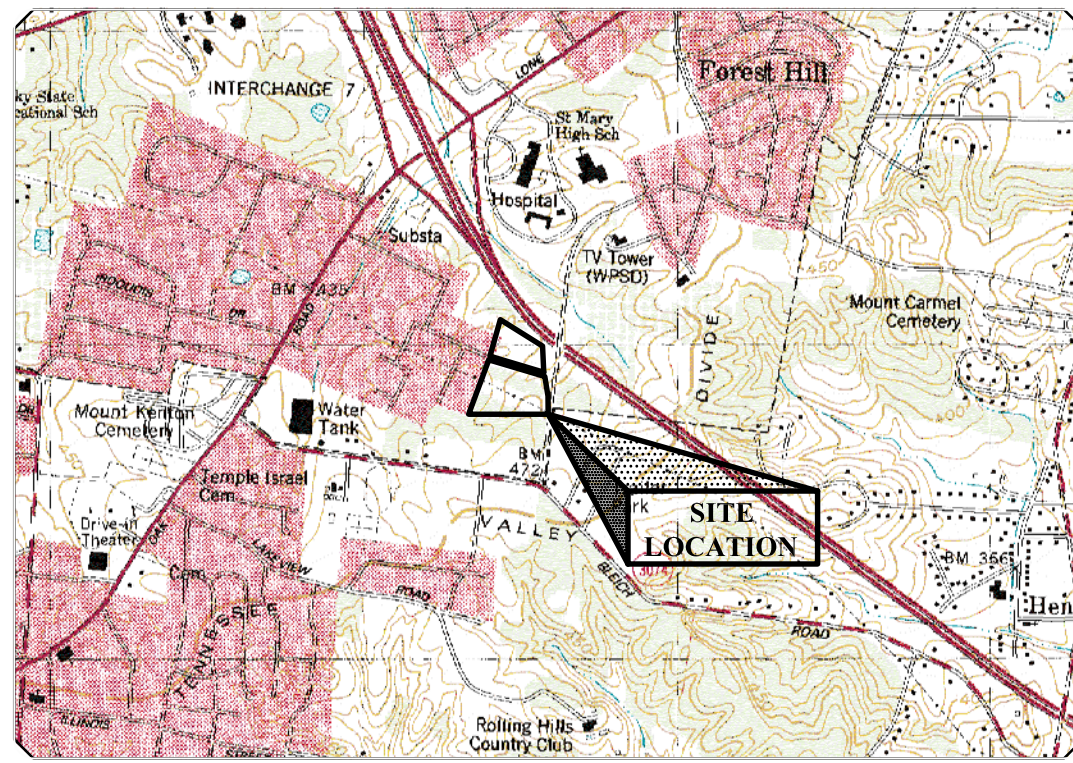
**COMMONWEALTH
OF KENTUCKY**
DEED BOOK 566, PAGE 838

15' WIDE ELECTRIC EASEMENT
TO PADUCAH POWER SYSTEM
RECORDED IN DEED BOOK 407, PAGE 489

**CITY OF PADUCAH,
KENTUCKY**
DEED BOOK 573, PAGE 209

ELMDALE ROAD CENTERLINE

RIDGEWOOD STREET CENTERLINE



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

- | | |
|---|-------------------------------|
| ☒ EXISTING MARKER (AS NOTED) | _____ PROPERTY LINE |
| ☐ 1/2"Ø x 18" LONG REBAR WITH PLASTIC CAP
STAMPED "R.TOSH KYPLS 2000" (SET) | _____ ROAD CENTERLINE |
| ☒ EXISTING CONCRETE MONUMENT | _____ ADJOINING PROPERTY LINE |
| | _____ EASEMENT (AS NOTED) |

FLOOD INFORMATION:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" AS SHOWN ON THE FEMA FLOOD
INSURANCE RATE MAP No. 21145C0142F DATED 11/2/2011.

ZONE "X"= AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

TITLE OPINION:

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS
MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHT-OF-WAYS, EASEMENTS,
COVENANTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER THIS SURVEY IS
SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY TO CALVARY APOSTOLIC TABERNACLE OF PADUCAH, INC.
THAT THIS SURVEY, DONE BY THE UNDERSIGNED, WAS DONE ON THE GROUND IN ACCORDANCE
WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET
FORTH BY THE STATE OF KENTUCKY. THE ACCURACY AND POSITION TOLERANCE ARE ALSO IN
ACCORDANCE WITH URBAN SURVEYS.

RICKY A. TOSH

P.L.S. No. 2900

DATE

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND
RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL
SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY
ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED
SURVEYOR.

BOUNDARY SURVEY:

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18.150.

CLIENT/OWNER:

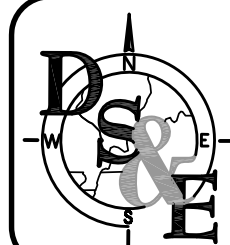
CALVARY APOSTOLIC CHURCH
3545 LOVELACEVILLE ROAD
PADUCAH, KY 42001

COPYRIGHT:

ALL RIGHTS RESERVED - COPYRIGHT © 2021 DUMMER SURVEYING & ENGINEERING SERVICES, INC.
Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express
written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : T. MEADOWS	FIELD SURVEY : 7/6/21	SCALE : 1" = 50'
DATE : 7/27/21	DATE : 7/27/21	
REVIEWED BY : R. TOSH	FIELD BOOK No. : 208, PAGE 1	COORD FILE : 2020147
DATE : 7/27/21		
APPROVED BY : _____	REF. JOB No. : _____	SCREEN FILE : 2020147 ROAD CLOSURE.DWG
DATE : _____		



**DUMMER SURVEYING &
ENGINEERING SERVICES, INC.**

434 South 6th Street
Paducah, Kentucky 42003

KY, 270-444-0220
IL, 618-524-4209

FAX 270-444-9493
www.dsande.com

**PLAT OF RIGHT-OF-WAY CLOSURE
UNDEVELOPED SECTION OF VERMONT STREET
ADJACENT TO CALVARY APOSTOLIC TABERNACLE OF PADUCAH, INC. PROPERTY**
LOCATED BETWEEN ELMDALE RD. & VERMONT ST., EAST OF TOPEKA ST. & SOUTH OF I-24
PADUCAH, McCRACKEN CO. KENTUCKY

SHEET No.

1

DATE JOB No.

2020147

ENGINEER'S SEAL

SURVEYOR'S SEAL

Agenda Action Form

Paducah City Commission

Meeting Date: October 26, 2021

Short Title: Approve the Closing of an Alley Extending southeast of Executive Boulevard between 501 North 3rd Street and 514 & 520 North Loop Road - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The City Engineering Department has requested the closure of an alley extending Southeast of Executive Boulevard between 501 North 3rd Street and 514 & 520 North Loop Road.

On October 4, 2021, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for closure. All the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of an alley extending Southeast of Executive Boulevard between 501 North 3rd Street and 514 & 520 North Loop Road. and authorizing the Mayor to execute the closure plat and all necessary documents to complete the closure of the alley.

Attachments:

1. ORD - alley – 501 North 3rd Street and 514-520 North Loop Road
2. PC Resolution_Executive Blvd alley closure
3. Executive Blvd_alley_closure_plat

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY
EXTENDING SOUTHEAST OF EXECUTIVE BOULEVARD BETWEEN 501 NORTH 3RD
STREET AND 514 & 520 NORTH LOOP ROAD, AND AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of
an alley extending Southeast of Executive Boulevard between 501 North 3rd Street and 514 &
520 North Loop Road, as follows:

**LEGAL DESCRIPTION
ALLEY CLOSURE**

A 20-foot wide alley right of way containing 0.1410 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on July 17, 2021, located on the north side of Park Avenue and on the south side of Executive Blvd. in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 61 Degrees 28 Minutes 24 Seconds West along the centerline of Park Avenue.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a 1/2" diameter rebar with an illegible cap (found) in the north right of way of Park Avenue, 33.00 feet north of the road centerline, said centerline point being located 57.29 feet northwest of the centerline intersection of Park Avenue and Harrison Street;

Thence from the point of beginning North 61 Degrees 28 Minutes 24 Seconds West for a distance of 63.06 feet with the north right of way of Park Avenue to a rebar and cap (set);

Thence North 29 Degrees 39 Minutes 47 Seconds East for a distance of 15.41 feet with a line common to the City of Paducah, Ky property described as Tract 3 in Deed Book 1306, Page 397 to a rebar and cap (set);

Thence North 29 Degrees 38 Minutes 53 Seconds West for a distance of 252.01 feet with another line common to the City of Paducah, Ky property described as Tracts 3 and 2 in deed Book 1306, Page 397 to a 1/2" diameter rebar with an illegible cap (found) in the south right of way of Executive Blvd, 33.00 feet south of the road centerline;

Thence North 60 Degrees 26 Minutes 10 Seconds East for a distance of 20.00 feet with the right of way of Executive Blvd to a 1/2" diameter rebar with an illegible cap (found);

Thence South 29 Degrees 38 Minutes 53 Seconds East for a distance of 313.42 feet with a line common to the City of Paducah, Ky property described as Tract 1 in Deed Book 1306, Page 397, to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

Ricky A. Tosh, PLS No. 2900

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. The City of Paducah owns the property abutting the public way which the Board of Commissioners has authorized to be closed, therefore no closure application has been filed.

b. On the 4th day of October, 2021, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. The City of Paducah is the only property owner in or abutting the public way, and therefor has given their written and notarized consent to the closing as is evidenced by the adoption of this ordinance.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute all documents necessary related to the alley closing as authorized in Section 1 above.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 26, 2021

Adopted by the Board of Commissioners, November 9, 2021

Recorded by Lindsay Parish, City Clerk, November 9, 2021

Published by The Paducah Sun, _____

ord\eng\st close\alley – 501 North 3rd Street and 514-520 North Loop Road

COMMONWEALTH OF KENTUCKY)
)
) ss.
COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me by **CITY OF PADUCAH, KENTUCKY**, by and through its duly authorized representative, George Bray, Mayor, on this the _____ day of _____, 2021.

NOTARY PUBLIC
STATE AT LARGE

My commission expires: _____
Notary ID # _____

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN ALLEY EXTENDING SOUTHEAST OF EXECUTIVE BOULEVARD BETWEEN 501 NORTH 3RD STREET AND 514 & 520 NORTH LOOP ROAD.

WHEREAS, a public hearing was held on October 4, 2021 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, this Commission adopted a proposal to close an alley (313.42' long and 20' wide) extending southeast of Executive Boulevard between 501 North 3rd Street and 514 & 520 North Loop Road.

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 to close an alley extending southeast of Executive Boulevard as follows:

**LEGAL DESCRIPTION
20 foot wide Alley Right of Way Closure**

A 20 foot wide alley right of way containing 0.1410 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on July 17, 2021, located on the north side of Park Avenue and on the south side of Executive Blvd. in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 61 Degrees 28 Minutes 24 Seconds West along the centerline of Park Avenue.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a 1/2" diameter rebar with an illegible cap (found) in the north right of way of Park Avenue, 33.00 feet north of the road centerline, said centerline point being located 57.29 feet northwest of the centerline intersection of Park Avenue and Harrison Street;

Thence from the point of beginning North 61 Degrees 28 Minutes 24 Seconds West for a distance of 63.06 feet with the north right of way of Park Avenue to a rebar and cap (set);

Thence North 29 Degrees 39 Minutes 47 Seconds East for a distance of 15.41 feet with a line common to the City of Paducah, Ky property described as Tract 3 in Deed Book 1306, Page 397 to a rebar and cap (set);

Thence North 29 Degrees 38 Minutes 53 Seconds West for a distance of 252.01 feet with another line common to the City of Paducah, Ky property described as Tracts 3 and 2 in deed Book 1306, Page 397 to a 1/2" diameter rebar with an illegible cap (found) in the south right of way of Executive Blvd, 33.00 feet south of the road centerline;

Thence North 60 Degrees 26 Minutes 10 Seconds East for a distance of 20.00 feet with the right of way of Executive Blvd to a 1/2" diameter rebar with an illegible cap (found);

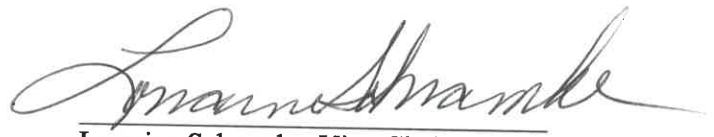
Thence South 29 Degrees 38 Minutes 53 Seconds East for a distance of 313.42 feet with a line common to the City of Paducah, Ky property described as Tract 1 in Deed Book 1306, Page 397, to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

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.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.


Lorraine Schramke, Vice-Chairwoman

Adopted by the Paducah Planning Commission on October 4, 2021

1010H
ubis Mayor

Notary

1010H
ubis Mayor

CERTIFICATE OF OWNERSHIP:

I (WE), DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND DO HEREBY APPROVE THIS PLAN OF SUBDIVISION WITH OUR FREE WILL AND CONSENT.

MAYOR, CITY OF PADUCAH, KY

DATE

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, _____, A NOTARY PUBLIC IN THE STATE & COUNTY

AFORESAID DO, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY GEORGE GRAY, MAYOR, CITY OF PADUCAH, KY KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 20____

NOTARY PUBLIC

MAYOR'S CERTIFICATE OF CITY APPROVAL:

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 92 AND BY ORDINANCE # _____

I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH

DATE

CERTIFICATE OF APPROVAL:

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES, ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION MEETING HELD ON THE _____ DAY OF _____, 20____

[Signature]
CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

CERTIFICATE OF ACCURACY:

I DO HEREBY CERTIFY TO THE CITY OF PADUCAH, KY THAT THE SURVEY SHOWN AND DESCRIBED HEREON WAS PERFORMED UNDER MY SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION OF RATIO OF THE TRAVERSE WAS 1:55,976. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED. THIS SURVEY IS AN URBAN CLASS SURVEY AND MEETS THE ACCURACY, PRECISION AND SPECIFICATIONS OF THIS CLASS PER THE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN KENTUCKY (201 KAR 18.150). THIS SURVEY MEETS THE REQUIREMENTS OF THE CITY OF PADUCAH PLANNING AND ZONING COMMISSION, AND ALL MONUMENTS HAVE BEEN FOUND OR SET AS SHOWN HEREON.

RICKY A. TOSH

PLS No.

DATE

THE PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTION OF RECORD AND IN EXISTENCE.

THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED LAND SURVEYOR.

PUBLIC UTILITY OWNERS:

WE THE UTILITY OWNERS INDICATED BELOW FREELY GIVE OUR CONSENT TO THE CLOSING OF THE 20 FOOT WIDE PUBLIC ALLEY RIGHT OF WAY AS SHOWN HEREON.

[Signature] 8/31/2021
ATMOS ENERGY DATE

[Signature] 9/1/2021
BELLSOUTH TELECOMMUNICATIONS, INC./DBA AT&T KENTUCKY DATE

[Signature] 9/23/21
CITY OF PADUCAH STORM SEWER DATE

[Signature] 8-27-21
COMCAST CABLE OF PADUCAH, INC. DATE

[Signature] 8-30-21
PADUCAH POWER SYSTEM DATE

[Signature] 8-27-21
PADUCAH WATER DATE

[Signature] 8/27/21
PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA) DATE

CERTIFICATE OF RECORDING:

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____

_____ BY _____, D.C.

RECORDED IN PLAT SECTION _____, PAGE _____.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED R-4 PER CITY OF PADUCAH PLANNING DEPARTMENT. ZONE "R-4" = HIGH DENSITY RESIDENTIAL ZONE

SINGLE-FAMILY DWELLINGS:

A. MINIMUM GROUND FLOOR AREA:
NO BUILDING SHALL BE ERRECTED FOR RESIDENTIAL PURPOSES HAVING A GROUND FLOOR AREA OF LESS THAN 850 SQUARE FEET, EXCLUSIVE OF PORCHES, BREEZEWAYS, TERRACES, GARAGES, AND EXTERIOR AND SECONDARY STAIRWAYS.
B. MINIMUM YARD REQUIREMENTS.
1. FRONT YARD: 25 FEET.
2. SIDE YARD: 06 FEET.
3. REAR YARD: 25 FEET.
C. MINIMUM LOT AREA REQUIREMENTS.
1. MINIMUM LOT AREA: 8,000 SQUARE FEET.
2. MINIMUM WIDTH: 50 FEET.
D. MAXIMUM BUILDING HEIGHT: 35 FEET.
E. ACCESSORY BUILDINGS. NO ACCESSORY BUILDING SHALL BE ERRECTED WITHIN SIX FEET OF ANY SIDE LOT LINE, AND NO SEPARATE ACCESSORY BUILDING SHALL BE ERRECTED WITHIN FIVE FEET OF ANY OTHER BUILDING OR STRUCTURE. REAR SETBACKS DO NOT APPLY TO ACCESSORY BUILDINGS. HOWEVER, NO ACCESSORY BUILDING OR STRUCTURE SHALL BE ALLOWED IN A FRONT YARD.

TWO-FAMILY DWELLINGS:

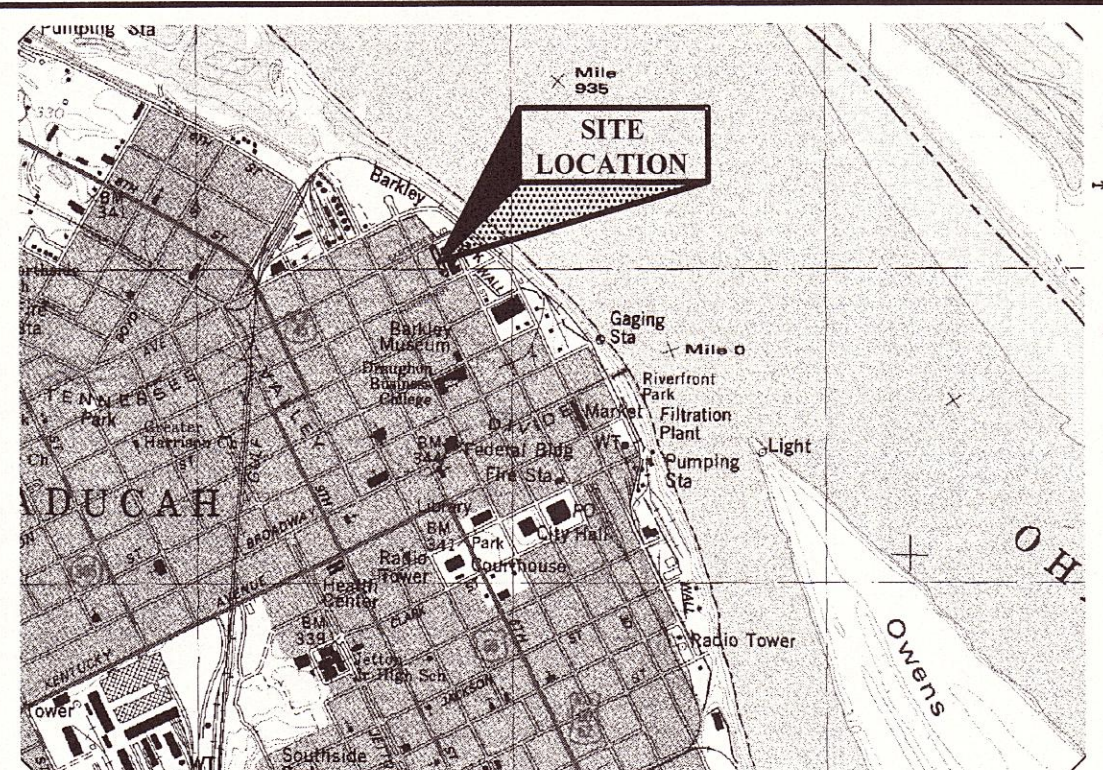
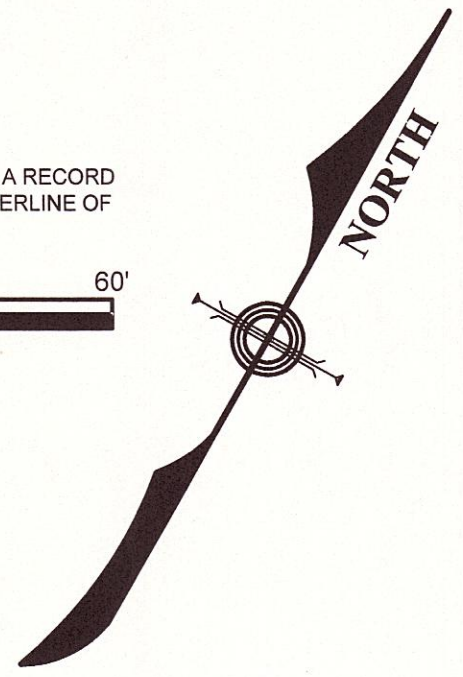
A. MINIMUM YARD REQUIREMENTS.
1. FRONT YARD: 25 FEET.
2. SIDE YARD: 06 FEET.
3. REAR YARD: 25 FEET.
B. MINIMUM AREA REQUIREMENTS.
1. MINIMUM LOT AREA: 4,000 SQUARE FEET.
2. MINIMUM WIDTH: 50 FEET.
C. MAXIMUM BUILDING HEIGHT: 35 FEET.
E. ACCESSORY BUILDINGS. NO ACCESSORY BUILDING SHALL BE ERRECTED WITHIN SIX FEET OF ANY SIDE LOT LINE, AND NO SEPARATE ACCESSORY BUILDING SHALL BE ERRECTED WITHIN FIVE FEET OF ANY OTHER BUILDING OR STRUCTURE. REAR SETBACKS DO NOT APPLY TO ACCESSORY BUILDINGS. HOWEVER, NO ACCESSORY BUILDING OR STRUCTURE SHALL BE ALLOWED IN A FRONT YARD.

MULTI-FAMILY DWELLINGS AND TOWN HOUSES:

A. MINIMUM YARD REQUIREMENTS.
1. FRONT YARD: 25 FEET.
2. SIDE YARD, EACH SIDE: 06 FEET.
3. REAR YARD: 25 FEET.
B. MINIMUM AREA REQUIREMENTS.
1. MINIMUM LOT AREA, PER UNIT: 2,000 SQUARE FEET.
2. MINIMUM LOT WIDTH: 50 FEET.
C. MAXIMUM BUILDING HEIGHT: NONE.

BEARINGS SHOWN HEREON ARE BASED ON A RECORD BEARING OF N 61°28'24"W ALONG THE CENTERLINE OF PARK AVENUE

30' 0' 30' 60'
GRAPHIC SCALE



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

⊗ EXISTING MARKER (AS NOTED)	— — — — — PROPERTY LINE
○ 1/2"Ø x 18" LONG REBAR WITH PLASTIC CAP STAMPED "R.TOSH KYPLS 2900" (SET)	— — — — — ROAD CENTERLINE
⊕ POWERPOLE	— — — — — ADJOINING PROPERTY LINE
⊗ LIGHTPOLE	— — — — — INTERIOR LOT LINES
MH ○ SANITARY MANHOLE	— — — — — ELECTRIC LINE
TPED ○ TELEPHONE PEDESTAL	— — — — — GAS LINE
	— — — — — TELEPHONE LINE
	— — — — — CATV CABLE
	— — — — — UNDERGROUND ELECTRIC
	— — — — — SANITARY SEWER LINE

FLOOD INFORMATION:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (SHADED) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 21145C0153F, DATED 11/21/11.

ZONE "X" (SHADED) = AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

TITLE OPINION:

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

INTENT:

THE INTENT OF THIS SURVEY IS TO CLOSE THE 20' WIDE ALLEY LOCATED ON THE NORTH SIDE OF PARK AVENUE AND SOUTH SIDE OF EXECUTIVE BLVD., WEST OF 3rd STREET.

BOUNDARY SURVEY:

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18.150.

CLIENT/OWNER:

CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KY 42002-2267

COPYRIGHT:

ALL RIGHTS RESERVED - COPYRIGHT © 2021 DUMMER SURVEYING & ENGINEERING SERVICES, INC. Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED DATE

DRAWN BY : T. MEADOWS	FIELD SURVEY : 7/1/21	SCALE : 1" = 30'
DATE : 7/1/21	DATE : 6/17/21	
REVIEWED BY : R. TOSH	FIELD : 204, PAGE 24	COORD FILE : 2021102
DATE : 8/25/21	BOOK No. :	
APPROVED BY : _____	REF. : 2004036	SCREEN FILE : 2021102 ALLEY CLOSING
DATE : _____	JOB No. :	



DUMMER SURVEYING & ENGINEERING SERVICES, INC.
434 South 6th Street
Paducah, Kentucky 42003
KY 270-444-0220
IL 618-524-4209
FAX 270-444-9493
www.dsande.com

PLAT OF ALLEY RIGHT-OF-WAY CLOSURE

ADJACENT TO CITY OF PADUCAH PROPERTY

LOCATED BETWEEN EXECUTIVE BLVD. AND HARRISON STREET, WEST OF 3rd STREET
PADUCAH, McCRACKEN COUNTY, KENTUCKY

ENGINEER'S SEAL

SURVEYOR'S SEAL

SHEET No.

1

DRAWING JOB No.

2021102