CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 9, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Duke of Paducah - Terry Jones

PRESENTATION Civic Beautification Board Annual Business Awards

NEW EMPLOYEE INTRODUCTIONS Police Department: Caleb Kindred & Austin Gruner

POLICE DEPARTMENT SWEARING IN CEREMONY Police Officers Rachel Bertrand, Michael Foster, Caleb Kindred, and Austin Gruner - Circuit Judge Tony Kitchen

MAYOR'S REMARKS

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

	I.	**CONSENT AGENDA**	
		A.	Approve Minutes for October 26, 2021
		B.	Receive & File Documents
		C.	Appointment of Carol Gault and Kevin Kauffeld and Joint Appointment of Jewel Jones to the 911 Communication Services Oversight Committee
		D.	Appointment of Joshua Tyler Parker to the Brooks Stadium Commission
		E.	Appointment of Buzz Vontesmar to the Municipal Housing Commission
		F.	Appointment of Erna Boykin to the Board of Adjustment
		G.	Personnel Actions
		H.	2022 Litter Abatement Program Grant Application and Acceptance - **C**

			YARBER
		I.	Purchase of One (1) 1/2 Ton Pickup 4x4 SSV in an amount of $46,755 for use by the City of Paducah Fire Department - **C YARBER**
		J.	FY2022 EPA Brownfield Assessment Grant Application - **K AXT**
	II.	**ORDINANCE(S) - ADOPTION**	
		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**	
	III.	**ORDINANCE(S) - INTRODUCTION**	
		A.	Approve Professional Services Contract with BFW Engineering & Testing, Inc for Pavement Management Inspections in a not to exceed amount of $49,751.82 per year for up to 5 years - **R MURPHY**
		B.	McCracken County 2011 GOB (MSU) Refinancing - 2021A - **J PERKINS**
		C.	JSA Sanitary Sewer Easement at 1105 South 3rd Street - **N HUTCHISON**
		D.	Amend Code of Ordinances Section 2-582 related to the Creative And Cultural Council - **N HUTCHISON**
	IV.	**COMMENTS**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	V.	**EXECUTIVE SESSION**	

October 26, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, October 26, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson, Mayor Bray (5).

INVOCATION:
Commissioner Wilson led the invocation.

PLEDGE OF ALLEGIANCE
Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS:
Chief Laird introduced Police Officers Rachel Bertrand and Michael Foster. Chief Kyle introduced firefighters Aaron Tuck, Jordan Bucher, James Stenberg, Jeremy King, Josh Bell and Code Enforcement Officer Matt Willett.

PROCLAMATION
Mayor Bray presented a proclamation for November as National Hunger and Homelessness Awareness Month to members of Healthy Paducah, a community group that works to address hunger and homeless needs in Paducah. Mike Muscarella gave a short presentation.

PRESENTATION
A check presentation ceremony was held with the City providing $5000 to the Housing Authority of Paducah toward its initiative to provide free wireless internet to Housing Authority residents. Tommy Hollimon gave a brief overview of that project.

MAYOR'S REMARKS

Communications Manager Pam Spencer offered the following summary:

Mayor George Bray's Opening Remarks

- Mayor Bray met today with the Salvation Army regarding the development of a local task force that will be working on the Mission Planning Study to assess Paducah's homeless situation. Over the next several months, interviews with community members will be held to provide input. The goals are to understand the factors regarding homelessness in Paducah and to develop long-term solutions. The City is providing funds toward this study through the Grant-in-Aid program.
- Earlier this year, the Board selected 12 Commission Priorities. Mayor Bray encouraged the Board to start considering the priorities that they want to address for the next calendar year. Several of the existing priorities will continue, but there will be an opportunity in the strategic planning session to be held early next year to develop new priorities.
- Mayor Bray, who serves on the Greater Paducah Economic Development (GPED) Board, mentioned that there is significant activity and interest from companies in the Paducah-McCracken County area. The Mayor stressed that even if a project ends up locating within McCracken County but outside the Paducah city limits, it is beneficial to the City in many ways including real estate and housing and increased business activity.

CONSENT AGENDA

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

I(A)	Approve Minutes for the October 12, 2021 Paducah Board of Commissioners Meeting
I(B)	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
I(C)	Personnel Actions
I(D)	Appointment of Dixie Lynn, to replace David Godfrey, who resigned, and Carla K. Berry, to replace Jill Poimboeuf, whose term has expired, to the Paducah Main Street Board. Said terms shall expire June 10, 2024, and August 22, 2025, respectively.
I(E)	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 **(MO #2515, BOOK 12)**
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES IN AN AMOUNT OF $940 FOR THE LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES **(MO #2516, BOOK 12)**

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

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

MUNICIPAL ORDERS

ACCEPTANCE OF NATIONAL TRUST FOR HISTORIC PRESERVATION GRANT – HOTEL METROPOLITAN - $55,000

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, "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."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2517, BOOK 12)**

APPROVE AGREEMENT WITH PFGW – ARCHITECTURAL DESIGN FOR ROBERT CHERRY CIVIC CENTER RENOVATION PROJECT

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, "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."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2518, BOOK 12)**

ORDINANCE ADOPTION

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

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(Ord 2021-10-8710; BK 36)**

ORDINANCE INTRODUCTIONS

CONTRACT MODIFICATION – PACE CONTRACTING LLC – PADUCAH FLOODWALL PUMP STATION #2 PROJECT IN THE AMOUNT OF $405,536.35

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND

DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH PACE CONTRACTING LLC. TO INCREASE THE CONTRACT BY $405,536.35 FOR THE PUMP STATION #2 REHABILITATION PROJECT." This Ordinance is summarized as follows: 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 for unforeseen work that is needed, including MH 23 Actuator and Stem Replacement, overhead crane repair, electrical investigation and repair, and geotechnical/soil issues. This expenditure shall be charged to the Pump Station #2 Project Account FW0014.

APPROVE CLOSING OF VERMONT STREET EXTENDING SOUTHEAST OF 321 AND 322 VERMONT STREET BETWEEN 1401 ELMDALE AND 500 RIDGEWOOD STREET

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "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." This Ordinance is summarized as follows: 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, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

APPROVE CLOSING OF AN ALLEY EXTENDING SOUTHEAST OF EXECUTIVE BOULEVARD BETWEEN 501 NORTH 3RD STREET AND 514 & 520 NORTH LOOP ROAD

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "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." This Ordinance is summarized as follows: 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 and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

DISCUSSION

Communications Manager Pam Spencer offered the following summaries:

Commission Priorities Update

"Assistant City Manager Michelle Smolen provided an update on the third quarterly report of the City Commission Priorities. In February, the Board selected 12 priorities to improve and enhance Paducah. The quarterly reports showing the progress are posted on the City's website at http://paducahky.gov/commission-priorities along with detailed webpages for each priority. "

October 26, 2021

FY2021 Financial Overview

"Finance Director Jonathan Perkins provided an overview of the financial situation for Fiscal Year 2021 which ended June 30. Even though FY2021 was affected by the economic situation brought on by COVID-19, almost all of the City's revenue streams were slightly higher than the previous fiscal year. The revenue stream that declined was interest income. Furthermore, FY2021 was unique with the one-time influx of $2.35 million of CARES Act funding."

COMMENTS

Mayor Bray: The Mayor appreciates public attendance at the Commission Meetings. He also thanks Mayor Pro Tem Wilson for presiding over the meeting on October 12, 2021.

City Manager Jordan: As the Commission begins to think about their priorities for next year, he welcomes ideas and suggestions from the Board.

ADJOURN

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

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

TIME ADJOURNED: Approximately 6:45 p.m.

ADOPTED: November 9, 2021

_____
George P. Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

November 9, 2021

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Declaration Ending the Local State of Emergency dated October 18, 2021 – signed by Sandra Wilson, Mayor Pro Tem

Deed File:

1. Quitclaim Deed – City of Paducah to OKP Properties – Alley Closure 1039-1041 Kentucky Avenue and 1034 Broadway and 1039 Kentucky Avenue **ORD 2021-03-8678**
2. Quitclaim Deed – City of Paducah to HHM Properties – Alley Closure 1039-1041 Kentucky Avenue and 1034 Broadway and 1039 Kentucky Avenue **ORD 2021-03-8678**
3. Deed Between Hawker Holdings and City of Paducah – 2416, 2420, 2540 Barnett Street and 2364 South 24th Street $34,500 **MO #2483**
4. Deed of Conveyance between City of Paducah and Jamfert and Letisha Barber – 1243 North 13th Street – **MO #2507**

Contract File:

1. Agreement with PFGW for Architectural Design – Robert Cherry Civic Center Renovation Project $66,500 **MO #2518**
2. City Request and Agreement for Litter Abatement Program Grant Funding – no Commission Action – signed by Mayor
3. Agreement between City of Paducah and Jim Smith Contracting – Floodwall Closure – **ORD 2021-07-8695**
4. Agreement between City of Paducah and Wilkins Construction Co. – Paducah Land Mass Flood Scour Project – **ORD 2021-07-8706**

Financials File:

1. Financials for Paducah Water Works – September 30, 2021
2. Financial Statement for Electric Plant Board of Paducah (Paducah Power System) – Years ended June 30, 2021 and 2021

Bids File:

1. Purchase of Knuckle Boom Truck for Public Works Refuse Department – Bid Tag Truck Enterprises **MO #2511**

Proposal:

1. Communication Plan Proposal – Socially Present – Paducah Creative and Cultural Council Website

CITY OF PADUCAH
November 9, 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

11/4/2021

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
November 9, 2021

NEW HIRES - FULL-TIME (F/T)

POLICE	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Lang, Steven A.	Police Officer Recruit	$24.14/hr	NCS	Non-Ex	November 18, 2021

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

	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY			
FIRE - PREVENTION			**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Simmons, Nathan	Deputy Fire Marshal	Deputy Fire Marshal	NCS	Non-Ex	November 4, 2021
	$27.21/hr	$27.89/hr			
PUBLIC WORKS					
Crouch, Randal	Fleet / Maintenance Superintendent	Assistant Director of Public Works	NCS	Ex	November 4, 2021
	$40.50/hr	$44.55/hr			

TERMINATIONS - FULL-TIME (F/T)

FIRE SUPPRESSION	POSITION	REASON	EFFECTIVE DATE
Bacon, Ricky	Lieutenant	Retirement	October 31, 2021
Harris, Daniel	Lieutenant	Retirement	October 31, 2021

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: 2022 Litter Abatement Program Grant Application and Acceptance - **C YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor
Presentation By: Chris Yarber

Background Information: The Kentucky Division of Waste Management (DMW) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 223 miles of city street. In 2021, DMW awarded the Public Works Department $14,011.80 for their Street Litter Abatement Program.

The City uses Litter Abatement funding for litter/trash pick-up along roadways and within the parks. This grant also funds street sweeping activities, personnel costs, and disposable costs.

Public Works Department proposes to submit an application to KY Division of Waste Management for the 2022 Litter Abatement Award. The grant amount will be based on the formula using the total number of street miles within the City and the number of applicants this year. This award requires no local cash or in-kind match.

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

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Ratify the Mayor's signature on the grant application documents. Authorize and direct Mayor to execute all required documents to accept award if offered.

Attachments:
1. application & award-2022 Litter Abatement
2. Litter Abatement Grant Agreement 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF A 2022 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby ratifies the Mayor's execution of a 2022 Kentucky Litter Abatement Program grant application through the Kentucky Division of Waste Management for the Public Works Department's Street Litter Abatement program. The grant amount will be based on a formula using the total number of street miles within the City and number of applicants.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through Kentucky Division of Waste Management to be used by the Public Works Department for litter and trash pick-up along roadways and in parks. No local match is required.

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, November 9, 2021
Recorded by Lindsay Parish, City Clerk, November 9, 2021
MO\grants\application & award-2022 Litter Abatement

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: Purchase of One (1) 1/2 Ton Pickup 4x4 SSV in an amount of $46,755 for use by the City of Paducah Fire Department - **C YARBER**

Category: Municipal Order

Staff Work By: Randy Crouch, Jim Scutt, Debbie Collins
Presentation By: Chris Yarber

Background Information: On October 14, 2021, sealed bids were opened for the purchase of One (1) 1/2 Ton Pickup 4x4 SSV for use by the City of Paducah Fire Department. Linwood Motors is the lowest responsive evaluated bidder at a price of $46,755.00.

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

Communications Plan: N/A

Funds Available: Account Name: Fleet Lease Trust

Account Number: 71000210 540050

Staff Recommendation: Approve a municipal order for the mayor to sign an agreement with Linwood Motors for the purchase of One (1) 1/2 Ton Pickup 4x4 SSV for use by the City of Paducah Fire Department at the price of $46,755.00.

Attachments:

1. purchase-1 ½ ton pickup 4x4– Fire Department
2. 00020 - Invitation to Bid
3. Pick up List
4. Bid Tab Pickup SSV
5. Linwood Bid - One - half Ton 4x4 SSV
6. Notice of Award - signed
7. Proposed Agreement - signed by Linwood

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) ONE-HALF TON PICKUP 4X4 SSV IN THE AMOUNT OF $46,755, FOR USE BY THE FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of $46,755 for sale to the City of one one-half ton pickup 4x4 SSV for use by the Fire Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of October 14, 2021.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one one-half ton pickup 4x4 SSV for use by the Fire Department, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Fleet Lease Trust Fund account, account number 71000210-540050.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 9, 2021
Recorded by Lindsay Parish, City Clerk, November 9, 2021
\mo\purchase-1 ½ ton pickup 4x4 – Fire Department

CITY OF PADUCAH, KENTUCKY

PUBLIC WORKS DEPARTMENT

One (1) 1/2 Ton Pickup 4x4 SSV

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Oct 14 2021

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	**Linwood Motors** Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001
One (1) 1/2 Ton Pickup 4x4 SSV	**$46,755.00**

Delivery Time	6 months
Manufacturer:	Dodge Ram

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes
2. Manufacturer Specifications	Yes
3. Warranty Information	Yes
4. Compliance with Tech Specs form	Yes
5. Deviations with Information	None
Kentucky State Bidder	Yes

Responsive & Responsible Bidder:	Yes
Evaluation Score:	1000.00
BID RECOMMENDED FOR ACCEPTANCE	Yes

CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE (1) ½ TON PICKUP 4x4 SSV

THIS AGREEMENT, made this _____ day of _____, 20___ by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **Linwood Motors** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) ½ Ton Pickup 4x4 SSV** to be used by the Paducah Fire Department, in full compliance with the Bid Proposal Dated **October 14, 2021** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **120 to 180** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Forty Six Thousand Seven Hundred Fifty Five dollars and Zero Cents ($46,755.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order #_____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY Jake Brannon Creger
TITLE Sales Mgr

ADDRESS:
3345 Lone Ave
Paducah KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: FY2022 EPA Brownfield Assessment Grant Application - **K AXT**

Category: Municipal Order

Staff Work By: Katie Axt
Presentation By: Katie Axt

Background Information:

The City of Paducah is applying for EPA Brownfield Assessment funds to support redevelopment activities in the Southside and "Gateway" – Downtown, Riverfront, and Lowertown – regions of Paducah. EPA's Brownfields Program provides direct funding annually for brownfields inventory, assessments, environmental planning, and community outreach. Grants offered by the Brownfields Program may be used to address sites contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) and petroleum. Revitalizing a brownfield starts with understanding how the community's site reuse goals align with local economic, infrastructure, social and environmental conditions. Planning and assessment work will help determine which reuses are feasible for targeted sites, and inform clean up and redevelopment decisions.

The City of Paducah is applying for up to $500,000 in EPA Brownfield Assessment Funds to support environmental planning and assessments of 6-9 targeted sites. Linebach Funkhouser, Inc, an environmental consulting firm specializing in environmental planning, Phase 1 and Phase 2 environmental assessments, and clean up strategies to attract investment and redevelopment, is assisting the City with preparing the grant application. There are no grant match requirements. Applications are due December 1, 2021. If awarded, Staff will request at a future date City Commission approval to enter into grant agreement with EPA, and a professional services contract with Linebach Funkhouser, Inc.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Southside Redevelopment Initiative

Communications Plan: Press release if awarded.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve request to apply for grant funding

Attachments:
1. app – brownfields grant 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AN EPA BROWNFIELD ASSESSMENT GRANT IN AN AMOUNT OF $500,000 TO SUPPORT ENVIRONMENTAL PLANNING AND ASSESSMENTS OF TARGETED BROWNFIELD SITES IN AND AROUND THE SOUTHSIDE AND GATEWAY REGIONS OF PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a Brownfield Assessment Grant application through the United States Environmental Protection Agency in an amount of $500,000 for environmental planning and assessments of targeted brownfield sites in and around the Southside and Gateway Regions (Downtown, Riverfront and Lowertown) of Paducah. No local cash or in-kind match is required.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 9, 2021
Recorded by Lindsay Parish, City Clerk, November 9, 2021
mo\grants\app – brownfields grant 2021

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 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	$ 35	405,536.

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

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120 Brentwood Commons Way, Suite 525
Brentwood, TN 37027
T 502.909.3234 **F** 502.909.3235

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

hdrinc.com

120 Brentwood Commons Way, Suite 525
Brentwood, TN 37027
T 502.909.3234 **F** 502.909.3235

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

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
- Skylight Replacement
- Repair PS2 Overhead Crane

Electrical Gear

Soil Issues

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

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

RECOMMENDED:	ACCEPTED:	ACCEPTED:
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: November 9, 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 SCHELLHART
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 SCHELLHART.

My Commission expires Nov 23 2023

034249
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)

50' 0' 50' 100'
GRAPHIC SCALE

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

COMMONWEALTH OF KENTUCKY
DEED BOOK 566, PAGE 838

INTERSTATE 24

15' WIDE ELECTRIC EASEMENT TO PADUCAH POWER SYSTEM RECORDED IN DEED BOOK 637, PAGE 489

GERALD AND SHEILA BOX
DEED BOOK 1061, PAGE 368

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

VERMONT STREET CENTERLINE

TOPEKA AVENUE CENTERLINE

N 25°29'44"E
40.00'

S 64°19'16"E 606.30'

40' WIDE STREET RIGHT OF WAY (UNDEVELOPED)

N 64°19'16"W 619.53'

CITY OF PADUCAH, KENTUCKY
DEED BOOK 573, PAGE 209

ELMDALE ROAD CENTERLINE

S 07°10'09"W
30.02'

TRACT "A"
AREA: 0.5628 ACRES

90.00'

90.00'

S 07°18'49"W
12.15'

KIMBERLY SMITH
DEED BOOK 979, PAGE 217

JERRY AND ETHEL ELLEGOOD
DEED BOOK 614, PAGE 649

150.00'

150' WIDE USA TRANSMISSION LINE EASEMENT RECORDED IN DEED BOOK 309, PAGE 528

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

RIDGEWOOD STREET CENTERLINE

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 ERECTED WITHIN SIX FEET OF ANY SIDE LOT LINE, AND NO SEPARATE ACCESSORY BUILDING SHALL BE ERECTED 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

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

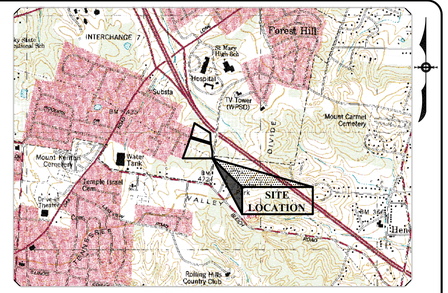
_____
PADUCAH WATER DATE

_____
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) = 0,999988993459 (CONVERSION FROM GRID TO GROUND)

SURVEYOR'S NOTES:
1. 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.
2. 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.
3. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED.
4. 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).



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
⊠ 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

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REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : T. MEADOWS	FIELD SURVEY DATE : 7/6/21	SCALE : 1" = 50'
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

ENGINEER'S SEAL

SURVEYOR'S SEAL

SHEET No. 1

DS&E JOB No: 2020147

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 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

Sign Here Mayor

Notary

Sign Here 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 BRAY, 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 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 4th DAY OF October 2021

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.

ATMOS ENERGY — 8/31/2021 DATE

BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY — 9/1/2021 DATE

CITY OF PADUCAH STORM SEWER — 9/23/21 DATE

COMCAST CABLE OF PADUCAH, INC. — 8-27-21 DATE

PADUCAH POWER SYSTEM — 8-30-21 DATE

PADUCAH WATER — 8-27-21 DATE

PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA) — 8/27/21 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 ERECTED 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 ERECTED WITHIN SIX FEET OF ANY SIDE LOT LINE, AND NO SEPARATE ACCESSORY BUILDING SHALL BE ERECTED 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 ERECTED WITHIN SIX FEET OF ANY SIDE LOT LINE, AND NO SEPARATE ACCESSORY BUILDING SHALL BE ERECTED 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.

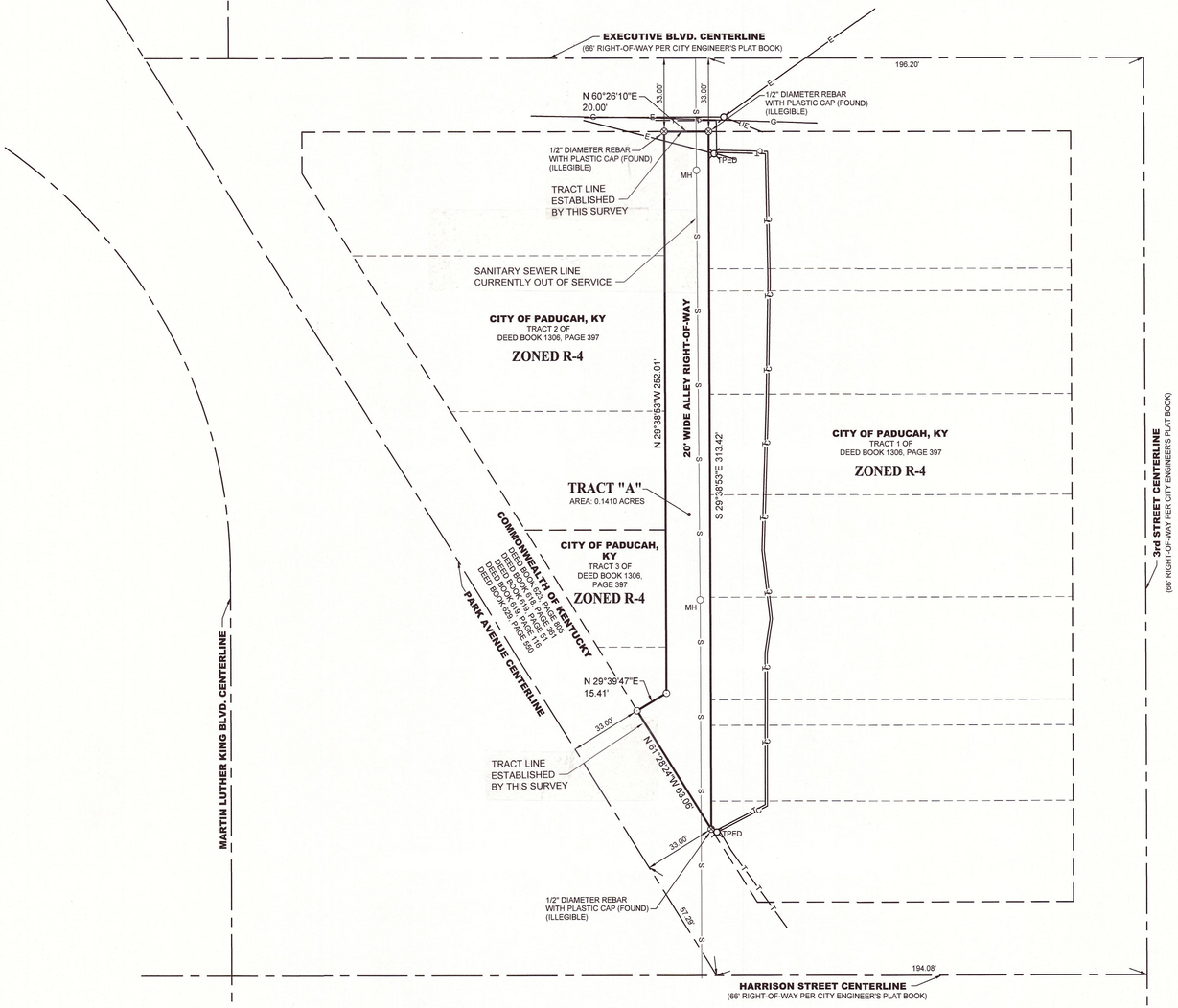
MULTI-FAMILY DWELLINGS AND TOWN HOUSES.

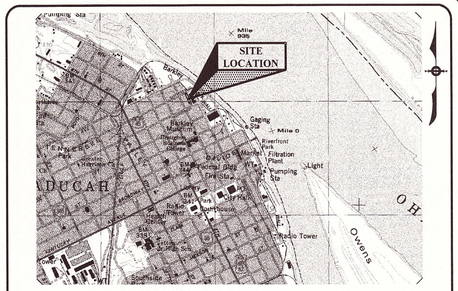
A. MINIMUM YARD REQUIREMENTS.
1. FRONT YARD: 25 FEET.
2. SIDE YARD, EACH SIDE: 06 FEET.
3. REAR YARD: 25 FEET.
B. MINIMUM AREA REQUIREMENTS.
1. MINIMUM LOT AREA, PER UNIT: 2,000 SQUARE FEET.
2. MINIMUM LOT WIDTH: 50 FEET.
C. MAXIMUM BUILDING HEIGHT. NONE.

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

NORTH





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
	ADJOINING PROPERTY LINE
POWERPOLE	INTERIOR LOT LINES
LIGHTPOLE	ELECTRIC LINE
MH SANITARY MANHOLE	GAS LINE
TPED TELEPHONE PEDESTAL	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 11/2/11.

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

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REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY / DATE: T. MEADOWS 7/1/21	FIELD SURVEY DATE: 6/17/21	SCALE: 1" = 30'	
REVIEWED BY / DATE: R. TOSH 8/26/21	FIELD BOOK No.: 204, PAGE 24	COORD FILE: 2021102	
APPROVED BY / DATE:	REF. JOB No.: 2004036	SCREEN FILE: 2021102 ALLEY CLOSING	

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

DS&E JOB No: 2021102

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: Approve Professional Services Contract with BFW Engineering & Testing, Inc for Pavement Management Inspections in a not to exceed amount of $49,751.82 per year for up to 5 years - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend
Presentation By: Rick Murphy

Background Information: Summary: BFW has proposed to perform multi-year pavement inspections on City streets utilizing the PAVER program. These inspections will be used in planning the street rehabilitation program for the next five (5) years.

Background: Initial PAVER inspections were performed in 2018. Recently, BFW performed a comprehensive review of the 2018 PAVER database. Based on their review, BFW has submitted the following proposal for a two-year contract with the option of three (3) one-year renewals at the discretion of the City Engineer:

Field Inspection Services	$	36,841.02
Selection of Streets & Utility Coordination	$	2,000.00
PAVER/GIS Services	$	9,430.80
Public Engagement	$	1,480.00
TOTAL ANNUAL CONTRACT	$	**49,751.82**

The maximum duration of the contract is five (5) years. The finished product will consist of the annual street rehabilitation list and presentation materials.

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

If yes, please list the Commission Priority: CI - 4 Improve street conditions within the City

Communications Plan: Work with Communications Manager to provide public information through the City website, social media, and news outlets
Publish street index on website
Interact with property owners directly affected by street rehabilitation efforts

Funds Available: Account Name: MAP Program- Street Resurfacing & Rehab

Account Number: 23002217-542270

Staff Recommendation: Authorize the Mayor to execute the professional services contract with BFW Engineering & Testing, Inc. for inspections of City streets for an annual cost of $49,751.82 on a two-year contract with three (3) one-year extension options for a total Not-To-Exceed contract amount of $248,759.10.

Attachments:

1. agree-pavement management BFW pavement inspection 2021
2. City of Paducah Pavement Management Program Proposal

ORDINANCE NO. 2021-11-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BFW ENGINEERING & TESTING, INC. FOR PAVEMENT INSPECTIONS SERVICES FOR CITY STREETS UTILIZING THE PAVER PROGRAM IN THE AMOUNT OF $49,751.82 PER YEAR FOR TWO (2) YEARS WITH THREE (3) OPTIONAL ONE-YEAR EXTENSIONS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, BFW Engineering and Testing, Inc. (hereinafter "BFW") performed a comprehensive review of the 2018 PAVER database; and

WHEREAS, the City of Paducah desires to contract with BFW for a two-year contract in the amount of $49,751.82 per year, with the option of three (3) one-year renewals at the discretion of the City Engineer for a total Not-To-Exceed contract amount of $248,759.10; and

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Agreement between the City of Paducah and BFW for a two-year contract, with the option of three (3) one-year renewals at the discretion of the City Engineer, for pavement inspections services for city streets utilizing the PAVER program in an amount of $49,741.82 per year for a total Not-To-Exceed amount of $248,759.10 and authorizes the Mayor to execute said Agreement.

SECTION 2. Expenditures. The expenditure shall be charged to the MAP Program Street Resurfacing and Rehabilitation Account 23002217-542270.

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

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

_____
GEORGE BRAY, MAYOR

ATTEST:

_____
City Clerk

Introduced by the Board of Commissioners, November 9, 2021
Adopted by the Board of Commissioners, November 23, 2021
Recorded by Lindsay R. Parish, City Clerk, November 23, 2021
Published by *The Paducah Sun*, _____
\ord\eng\agree-pavement management BFW pavement inspection 2021

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

10/27/2021

Mr. Rick Murphy, City Engineer
City of Paducah
300 S. 5th Street
Paducah, KY 42001

RE: Pavement Management

Dear Mr. Rick Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. (BFW) has performed a comprehensive review of the City of Paducah's PAVER database. It is our understanding that the initial PAVER database was constructed in 2018 and subsequent maintenance inspections have not been performed. Upon review of the data BFW addressed several streets that were no longer of interest for various reasons, including alley ways, closures, etc.

BFW proposes to perform inspections on City streets in accordance with the inspection schedules originally set forth as a part of the pavement management program. These inspections will be selectively performed based on the PCI ratings calculated in 2018 and upon coordination with the City Engineer. The City of Paducah's database will be updated accordingly, and this information will be used in street rehabilitation planning for the next five (5) years.

FIELD INSPECTION SERVICES $36,841.02

- BFW will provide inspection services on streets where pavement condition index (PCI) ratings are classified as "failed, serious, or poor" condition to update and/or prioritize streets that are similarly rated.
- Inspection services will incorporate streets that the City Engineer deems necessary due to other circumstances in addition to PCI ratings.
- BFW will inspect a randomized, 20% percent of streets, yearly, to meet a five (5) year rolling average to maintain PCI data.

SELECTION OF STREETS AND UTILITY COORDINATION $2,000.00

- BFW will provide a recommendation of street selections in need of repair to the City Engineer ahead of each paving season with consideration to ongoing or upcoming utility projects.
- BFW will provide cost/benefit relationships for the selections and update the list after the City Engineer concurs.
- BFW will provide a yearly street paving plan via hard copy maps and GIS compatible files for website distribution.

PAVER/GIS SERVICES $9,430.80

- BFW will update PCI ratings where inspections have occurred in the PAVER database.

- BFW will update PCI ratings for city streets that have recently been rehabilitated.
- BFW will produce selection maps to be used by the City in hardcopy and GIS form.
- BFW will maintain the PAVER database on behalf of the City of Paducah.

PUBLIC ENGAGEMENT..... $1,480.00

- BFW will participate in public presentations and meetings, as requested by the City Engineer.
- BFW will provide presentation materials for the work release on an annual basis ahead of each paving season.

BFW proposes to perform the above defined scope of work for a cost of $49,751.82 on an annual basis for the initial two (2) year period of this contract. It is our understanding that three (3) annual extension options will be included in the contract at the City Engineer's discretion to exercise after the initial two-year base period. The maximum duration of this contract is for five (5) years, in effort to complete inspections for 100% of city streets.

The proposal is based on a lump-sum cost for the services listed in scope. Additional scope items and reimbursable expenses such as permit fees, mailing expenses, etc. will be billed at BFW hourly rate schedule, incurred expenses or agreed to negotiated lump sum.

Finished product will consist of the annual street rehabilitation list and presentation materials. Restructure due to significant revisions to the base plan after initial submittals to the Governing Agency will be considered reimbursable expenses per rates.

We look forward to working with you in the future and should you have any questions or need further information, please contact our office at (270) 443-1995.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.

Maegan Mansfield

Maegan Mansfield, PE, Project Manager

AUTHORIZATION TO PROCEED **Civil Engineering Services – Paducah, KY**	
Civil Engineering Services	
Signature:	**Date:**
Printed Name:	
Title:	

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

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: McCracken County 2011 GOB (MSU) Refinancing - 2021A - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins
Presentation By: Jonathan Perkins

Background Information: In 2011, the City of Paducah, McCracken County and Murray State University (MSU) cooperatively committed to the issuance of bonds in the amount of $10 million for the construction of a facility on land owned by MSU near I-24. At the time, an agreement between the City and County was drawn up outlining the City's financial commitment to assist the County with the retirement of the debt. The County issued the bonds.

The bond market appears to be favorable to refinance the remaining 2011 bond issue outstanding balance over the life of the issue at an interest savings yet to be determined. The County, working cooperatively with the City and MSU, intends to refinance the remaining balance of the outstanding GOB to affect an interest cost savings over the remaining life of the issue.

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

Communications Plan: N/A

Funds Available: Account Name: Bond Fund

Account Number: Bond Fund

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed ordinance and related documents to refinance the County's 2011 GOB.

Attachments:
1. 2011 Bond Series MSU Refinance 2021
2. McCracken 2021 - Amended and Restated Interlocal Cooperation Agreement

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING AND APPROVING THE ISSUANCE OF A CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING NOTE, SERIES 2021A IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THAT PERCENTAGE OF THE PRINCIPAL AMOUNT OF THE COUNTY OF MCCRACKEN, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A, WHICH, BEARING INTEREST AT THE SAME RATE OR RATES AS THE BONDS, RESULTS IN AGGREGATE ANNUAL PAYMENTS OF PRINCIPAL AND INTEREST ON THE NOTE NOT EXCEEDING $175,000 FOR EACH FISCAL YEAR DURING THE TERM OF THE BONDS; AUTHORIZING AND APPROVING AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF MCCRACKEN, KENTUCKY; APPROVING THE FORM OF THE NOTE; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE NOTE AND THE AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT; AUTHORIZING THE LEVY OF A DIRECT ANNUAL TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY, IN ADDITION TO ALL OTHER TAXES, IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE NOTE WHEN AND AS THE SAME BECOMES DUE; PROVIDING FOR THE PAYMENT AND SECURITY OF THE NOTE; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the "Act"), a city may issue bonds and notes, subject to the requirements of the Act, to pay all or any portion of the costs of financing or refinancing any public project to the extent that the city is authorized to cause the acquisition, construction, installation, and equipping thereof; and

WHEREAS, pursuant to the Act, the County of McCracken, Kentucky (the "County"), by ordinance adopted on September 26, 2011, previously issued its County of McCracken, Kentucky, General Obligation Bonds, Series 2011 (the "Prior Bonds"), in an original aggregate principal amount of $9,980,000 to finance the acquisition, construction, installation, and equipping of an educational building and associated streets, parking lots, utilities, and infrastructure (the "Project Improvements") located 4430 Sunset Avenue, Paducah, Kentucky 42001 (the "Project Site" and, together with the Project Improvements, the "Project)"; and

WHEREAS, to transfer a leasehold interest in the Project Site from Murray State University (the "University") to the County, the University and the County previously entered into a Ground Lease Agreement dated November 1, 2011, whereby the University, as landlord, leased the Project Site to the County, as tenant, until the earlier of December 1, 2031, or the first date that the Prior Bonds are no longer outstanding; and

WHEREAS, to provide a portion of the monies needed to pay debt service on the Prior Bonds, the University and the County previously entered into a Contract, Lease, and Option dated November 1, 2011, whereby the County, as landlord, agreed to lease the Project, including the Project Site, to the University, as tenant, until the scheduled date of the final maturity of the Prior Bonds on December 1, 2031, and where the University agreed to make the lease payments set forth therein to the County; and

WHEREAS, to provide a means for the City of Paducah, Kentucky (the "City") to also provide a portion of the monies needed to pay debt service on the Prior Bonds, the City and the County previously entered in to an Interlocal Cooperation Agreement dated October 15, 2011 pursuant to Sections 65.210 to 65.300 of the Kentucky Revised Statutes (the "Interlocal Act"), whereby the City agreed to issue its General Obligation Note, Series 2011 (the "Prior Note") payable to the County in an amount not in excess of $175,000 per year; and

WHEREAS, the City, by ordinance adopted on September 27, 2011, authorized the Prior Note and secured its payment by a pledge of the full faith, credit, and taxing power of the City; and

WHEREAS, the County has determined that the present conditions of the municipal market are favorable and that it is therefore advantageous and in the best interests of the County for the County to proceed with the refunding in advance of maturity of all of the Prior Bonds and the University and the City also agree to the benefit of the refunding; and

WHEREAS, to achieve the foregoing objectives of the County, the County has determined that it is necessary and desirable for the County to proceed with the issuance of its General Obligation Refunding Bonds, Series 2021A in the approximate principal amount of $5,500,000 (the "Bonds") (i) to refund in advance of maturity all of the outstanding Prior Bonds, (ii) to pay all or a portion of the cost of credit enhancement on the Bonds, if any, and (iii) to pay all or a portion of the costs of issuance of the Bonds; and

WHEREAS, to provide for the County to hold a leasehold interest in the Project Site while the Bonds are outstanding, the County has approved or is expected to approved the execution and delivery by the County of an Amended and Restated Ground Lease Agreement by and between the County and the University, whereby the University, as landlord, will continue to lease the Project Site to the County, as tenant, until the earlier of December 1, 2031, or the first date that the Bonds are no longer outstanding; and

WHEREAS, to provide a portion of the monies needed to pay debt service on the Bonds, the County has approved or is expected to approve the execution and delivery by the County of an Amended and Restated Contract, Lease, and Option by and between the County and the University, whereby the County, as landlord, will continue to lease the Project, including the Project Site, to the University, as tenant, until the scheduled date of the final maturity of the Bonds on December 1, 2031, and where the University will agree to make the lease payments set forth therein to the County; and

WHEREAS, to provide a means for the City to provide a portion of the monies needed to pay debt service on the Bonds, the City desires to approve the execution and delivery of an

Amended and Restated Interlocal Cooperation Agreement by and between the City and the County (the "Interlocal Agreement") pursuant to the Interlocal Act, whereby the City will agree to issue its General Obligation Refunding Note, Series 2021A (the "Note") payable to the County in an aggregate amount and bearing interest at a rate or rates that results in aggregate annual payments of principal and interest not to exceed $175,000 for each fiscal year of the City during the time that the Bonds are outstanding; and

WHEREAS, the Note shall be secured by a pledge of the full faith, credit, and taxing power of the City; and

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

Section 1. Affirmation of Recitals. It is hereby found, determined, and declared that the facts and statements set forth in the recitals of this Ordinance are true and correct and are hereby affirmed, and all acts described in the recitals are hereby ratified. Such facts and statements are adopted and incorporated as a part of this Ordinance.

Section 2. Authorization and Approval of Interlocal Agreement. The City hereby approves the Interlocal Agreement by and between the County and the City in substantially the form attached hereto as Exhibit A and made a part hereof. It is hereby found and determined that the Interlocal Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents, and inhabitants of the City that the City enter into the Interlocal Agreement for the purposes therein specified, and the execution and delivery of the Interlocal Agreement is hereby authorized and approved. The Mayor and City Clerk of the City are hereby authorized to execute the Interlocal Agreement, together with such other agreements, instruments, or certifications which may be necessary to accomplish the transactions contemplated by the Interlocal Agreement with such changes in the Interlocal Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the officials executing the same on behalf of the City. The approval of such changes by the officials, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Interlocal Agreement by such officials.

Section 3. Necessity, Authorization, and Purpose of the Note. The City hereby declares that it is necessary to issue and authorizes the issuance of its General Obligation Refunding Note, Series 2021A payable to the order of the County in an aggregate principal amount equal to that percentage of the principal amount of the Bonds, which, bearing interest at the same rate or rates as the Bonds, results in aggregate annual payments of principal and interest on the Note not exceeding $175,000 for each fiscal year of the City during the term of the Bonds, for the purpose of refinancing the City's allocable share of the costs of the Project and the costs of issuance of the Bonds.

The exact principal amount of the Note to be issued shall be established in a certificate (the "Final Terms Certificate") to be executed by the Mayor of the City on the date the Bonds are awarded to the purchaser thereof; provided that aggregate payment of principal and interest on the Note shall in no event exceed $175,000 during any fiscal year of the City.

Section 4. Form of the Note. The Note shall be issued as one fully registered Note numbered R-1, shall be designated "General Obligation Refunding Note, Series 2021A", shall express upon its face the purpose for which it is issued, shall state that it is issued under the Act and shall be substantially in the form set forth in Exhibit B attached hereto. If the Note is issued after calendar year 2021 pursuant to Section 21 hereof, the designation of the Note shall be such that its calendar year of issuance is reflected in such designation.

The Note shall be issued in a single denomination equal to the par amount thereof and registered in the name of the County. The Note shall be dated its date of initial issuance and delivery.

Interest on the Note shall be payable each June 1 and December 1 (an "Interest Payment Date"), commencing June 1, 2022, at the stated interest rate or rates on the principal amount thereof.

The Note shall be a serial or term note maturing on June 1 and December 1 of the years and in the amount to be established in the Final Terms Certificate after advertised competitive sale of the Bonds based on the interest rates bid in the successful bid for the Bonds (the "Bond Bid") and the provisions of this Section, provided that the final maturity date of the Note shall be as set forth in the Final Terms Certificate but shall be no later than December 1, 2031. The interest rate or rates on the Note shall be determined in the Final Terms Certificate based on the Bond Bid; provided that the aggregate net interest cost of the Note shall not exceed six percent per annum.

The principal portion of the Note shall be subject to optional redemption before maturity on the same dates and in the same amounts and in the same manner as determined for the Bonds by the County.

At least thirty days before the redemption date of any portion of the Note subject to optional redemption, the City shall direct the County to cause a notice of redemption of a like principal amount of the Bonds, either in whole or in part, signed by the paying agent and registrar for the Bonds (the "Bonds Paying Agent and Registrar") to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Bonds Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for redemption of the Note for which notice has been sent by the City to the County. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund established for the Bonds (the "Bonds Payment Fund") by the Bonds Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Note and corresponding portion of the Bonds so called for redemption shall become and be due and payable at the redemption price provided for the redemption of such Note and the Bonds on such date, interest on the Note and corresponding principal amount of Bonds so called for redemption shall cease to accrue, and the City, with respect to the Note, and the registered owners

of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

Section 5. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution are referred to as "Designated Officers") and shall have the seal of the City or a facsimile thereof affixed thereto. The Designated Officers are further authorized and directed to deliver the Note to the County, upon the terms and conditions provided herein, in the Final Terms Certificate, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate to effectuate the proper issuance, sale, and delivery of the Note.

Section 6. Payment of Note. Payment of or on account of the interest on and principal of the Note shall be made directly to the Bonds Paying Agent and Registrar for the account of the County and the registered owners of the Bonds by check, or by other transfer of funds acceptable to the Bonds Paying Agent and Registrar.

Principal of the Note shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Note to the Bonds Paying Agent and Registrar, or by other transfer of funds acceptable to the Bonds Paying Agent and Registrar.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 7. Filing and Approvals. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information, and to obtain such other approvals, which may be required by law to be filed or obtained by the City, including without limitation the Department for Local Government or the Kentucky Secretary of State for the Interlocal Agreement and filing notice with the State Local Debt Officer of the issuance of the Note.

Section 8. Deposit to Bonds Payment Fund; Payment of Note. The City covenants to deposit to the Bonds Payment Fund, and the Designated Officers are hereby authorized and directed to deposit into such Bonds Payment Fund from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Note on such Interest Payment Date, after taking into account the credits against such payments theretofore deposited in the Bonds Payment Fund pursuant to the Interlocal Agreement. The Bonds Paying Agent and Registrar is hereby authorized by the City to withdraw, from such amounts deposited by the City, on each Interest Payment Date, the amounts necessary to pay principal of, and interest on, a corresponding principal amount of the Bonds and to make payment to the registered owners of the Bonds of the same.

If the City shall fail or refuse to make any required deposit in the Bonds Payment Funds from the Sinking Fund, the Bonds Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii)

upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Note or their assignee, and shall disburse all funds so collected to the owners of the Note as payment of the Note.

Section 9. General Obligation; Maintenance of Sinking Fund. The Note shall be a full general obligation of the City and, for the payment of the Note and the interest thereon, the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment thereof. During the period the Note is outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Note when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. The tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Note and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Pursuant to Ordinance No. 2001-5-6353 adopted by the City, there has heretofore been established with the City a sinking fund (the "Sinking Fund"), which is hereby ordered to be maintained and continued as long as the Note shall remain outstanding and unpaid. The funds derived from the tax levy hereby required or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds and notes issued under the General Obligation Act and Tax-Supported Leases, as defined in the General Obligation Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bonds Payment Fund at the times and in the amounts required by Section 8 hereof.

Section 10. Final Terms Certificate. The Mayor is hereby authorized and directed to execute and deliver the Final Terms Certificate on the date of sale of the Bonds; provided that such Final Terms Certificate shall establish the final principal amount of, the principal amortization of and the interest rate or rates on the Note in accordance with the requirements of Sections 2 and 3 hereof.

Section 11. Disposition of Proceeds of Note. The proceeds of the sale of the Bonds, including the portion represented by the Notes, shall be deposited, together with other available funds, as follows: (i) the amount necessary to refund a portion of the Prior Bonds in advance of maturity shall be deposited to the special redemption fund (the "County of McCracken, Kentucky General Obligation Bonds, Series 2021A - Redemption Fund") to be held by the paying agent and registrar for the Prior Bonds; and (ii) the remainder of the proceeds shall be deposited to the special cost of issuance fund established and designated as the "County of McCracken, Kentucky General Obligation Bonds, Series 2021A - Costs of Issuance Fund" (the "Cost of Issuance Fund") pursuant to the ordinance of the County authorizing the Bonds and used to pay the costs of issuance of the Bonds.

Section 12. Further Actions. In connection with the undertaking and implementation by the City of the plan of refunding herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable, or appropriate actions to effect such plan of refunding.

Section 13. Discharge of Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Note the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Ordinance, then the pledges made under this Ordinance, and all covenants, agreements, and other obligations of the City hereunder, shall thereupon cease, terminate, and become void and be discharged and satisfied.

Section 14. Severability. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 15. Inconsistent Actions. All prior ordinances, resolutions, or parts thereof inconsistent herewith are hereby repealed.

Section 16. Open Meetings Compliance. All meetings of the Fiscal Court and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Note and approval of the Interlocal Agreement were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open meetings, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 17. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO NOTE ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING on November 9, 2021.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, on November 23, 2021.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

_____
City Clerk

Introduced by the Board of Commissioners, November 9, 2021
Adopted by the Board of Commissioners, November 23, 2021
Recorded by Lindsay R. Parish, City Clerk, November 23, 2021
Published by *The Paducah Sun*, _____
\ord\finance\2011A MSU Refinance 2021

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the Board of Commissioners of the City at a duly convened meeting held on November 23, 2021, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of the City as of the _____, 2021.

_____
City Clerk

EXHIBIT A
TO
NOTE ORDINANCE

FORM OF AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

(See attachment)

EXHIBIT B
TO
NOTE ORDINANCE

FORM OF NOTE

* * * * *

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION REFUNDING NOTE, SERIES 2021A

No. R-1 $_____

NOTE DATE: _____, 2021

MATURITY DATE: December 1, 2031

REGISTERED HOLDER: COUNTY OF MCCRACKEN, KENTUCKY

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the "City"), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal amount (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each June 1 and December 1, commencing June 1, 2022, at the Interest Rates per annum set forth below, calculated on the basis of a 360 day year with 30 day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal and interest of this Note are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal and interest is payable at the designated office of [Paying Agent Name], or any successor thereto (the "County Bonds Paying Agent and Registrar"), in its capacity as the paying agent and registrar of the County of McCracken, Kentucky General Obligation Bonds, Series 2021A (the "County Bonds") or by other transfer of funds acceptable to the County Bonds Paying Agent and Registrar and such owner. All interest on this Note and principal payable before the final maturity date shall be payable by check or draft mailed to the record date registered owner hereof at the address shown on the registration records kept by the County Bonds Paying Agent and Registrar or by other transfer of funds acceptable to the County Bonds Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Note, numbered R-1, aggregating [____] Dollars ($[____]) in principal amount, is issued for the purpose of paying the proportionate share of debt service for the County Bonds payable by the City to the County of McCracken, Kentucky (the "County") pursuant to the

Amended and Restated Interlocal Agreement dated [____], by and between the City and the County. The County issued the County Bonds to refund in advance of maturity the County of McCracken, Kentucky General Obligation Bonds, Series 2011 (the "Prior County Bonds") and to pay costs of issuance of the County Bonds. The proceeds of the Prior County Bonds were used by the County to finance the costs of the acquisition, construction, installation, and equipping of an educational facility and related appurtenances owned by the County and leased to Murray State University. This Note has been issued under and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the Board of Commissioners of the City on the November 23, 2021 (the "Note Ordinance"), upon the affirmative vote of at least a majority of the members of its Board of Commissioners at a public meeting duly and regularly held, and after notice of the issuance of this Note to the State Local Debt Officer of the Commonwealth of Kentucky pursuant to Section 66.310 of the Kentucky Revised Statutes.

This Note and the issue of which it forms a part is a general obligation of the City and the full faith, credit, and taxing power of the City are pledged to the payments due hereunder. THIS NOTE IS CONTINUALLY SECURED BY THE FAITH, CREDIT, AND TAXING POWER OF THE CITY.

The Note shall have a final maturity date of December 1, 2031. Principal installments on this Note shall be due on June 1 and December 1 of the years in the amounts, and shall bear interest at the rates of interest, set forth below:

Maturity Date	Amount	Interest Rate Per Annum
June 1, 2022		
December 1, 2022		
December 1, 2023		
December 1, 2024		
December 1, 2025		
December 1, 2026		
December 1, 2027		
December 1, 2028		
December 1, 2029		
December 1, 2030		
December 1, 2031		

The principal amount of this Note maturing on or after December 1, 20[__], shall be subject to optional redemption before its maturity on any date on or after December 1, 20[__], in whole or in part, in such order of maturity as may be determined by the City and by lot within a maturity, at the election of the City upon thirty-five days' written notice to the County at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

At least thirty days before the redemption date of any portion of this Note, the County shall cause a notice of redemption of a like principal amount of the Bonds either in whole or in part, signed by the Bonds Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all

registered owners of the Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Bonds Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for redemption of this Note for which notice has been sent by the City to the County. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund established for the Bonds (the "County Bonds Payment Fund") by the County Bonds Paying Agent and Registrar for the registered owners of the County Bonds to be redeemed, this Note and a corresponding portion of the County Bonds so called for redemption shall become and be due and payable at the redemption price provided for the redemption of this Note and the County Bonds on such date, interest on this Note and corresponding principal amount of County Bonds so called for redemption shall cease to accrue, and the County, with respect to the Note, and the registered owners of such County Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent, or employee, past, present, or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents, or employees is hereby renounced, waived, and released as a condition of and as consideration for the issuance, execution, and acceptance of this Note.

It is hereby certified that all acts, conditions, and things required to be done, to occur, or to be performed precedent to and in the issuance of this Note, or in the creation of the obligations of which this Note is evidence, have been done, have occurred, and have been performed in regular and due form and manner as required by law; that the faith, credit, and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Note is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Note as it falls due and to provide for the redemption of this Note at maturity or upon earlier redemption.

[Signature page to follow]

SIGNATURE PAGE TO GENERAL OBLIGATION NOTE

IN WITNESS WHEREOF, the City has caused this Note to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

_____
City Clerk

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Louisville, Kentucky, regarding the issue of which the within Note is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

By: _____
City Clerk

FORM OF APPROVING OPINION

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

_____

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Note and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Note Paying Agent and Registrar to transfer the Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT (this "Agreement') is made and entered into as of [Effective Date], by and between the CITY OF PADUCAH, KENTUCKY (the "City") and the COUNTY OF MCCRACKEN, KENTUCKY (the "County").

WITNESSETH

WHEREAS, the parties entered into an Interlocal Cooperation Agreement on October 15, 2011 (the "Prior Agreement"), pursuant to the provisions of Sections 66.011 et seq. of the Kentucky Revised Statutes (the "GO Act") and Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (the "Interlocal Act"), for the purpose of establishing their respective rights and duties in connection with the financing of the acquisition, construction, installation, and equipping of an educational building and associated streets, parking lots, utilities, and infrastructure (the "Project") through the issuance of $9,980,000 of the County's General Obligation Bonds, Series 2011 (the "Series 2011 Bonds") and to further provide for the obligations for the allocation of the debt service on the Series 2011 Bonds in order to provide for the orderly payment and retirement of the Series 2011 Bonds; and

WHEREAS, the City and the County have determined that it is in the public interest that the Series 2011 Bonds be refunded in advance of maturity to achieve debt service savings and, therefore, the parties wish to amend and restate the Prior Agreement pursuant to the GO Act and the Interlocal Act to extend the requirements of the Prior Agreement to the County's refunding of the Series 2011 Bonds by the issuance of the County's General Obligation Refunding Bonds, Series 2021A (the "Series 2021A Bonds"); and

WHEREAS, the City and the County now wish to establish their respective rights and duties in connection with the refinancing of the Project by the refunding of the Series 2011 Bonds and memorialize their arrangements for the allocation of the debt service on the Series 2021A Bonds in order to provide for the orderly payment and retirement of the Series 2021A Bonds, all in accordance with the Interlocal Act and the GO Act;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS BETWEEN THE PARTIES, IT IS AGREED AS FOLLOWS:

DEFINITIONS

The following capitalized terms shall have the meanings wherever utilized within this Agreement unless the context requires otherwise.

"Additional Bond Ordinance" means any Ordinance passed and adopted by the Fiscal Court of the County authorizing the issuance of Additional Bonds for the purpose of refunding the Series 2021A Bonds.

"Additional Bonds" means any bonds, notes, or other obligations issued or incurred by the County to refund, in whole or in part, the Series 2021A Bonds in advance of maturity

pursuant to an Additional Bond Ordinance, as approved by the County and the City in writing before the date of sale of any such Additional Bonds.

"Additional Note Ordinance" means any Ordinance passed and adopted by the Board of Commissioners of the City authorizing the issuance of a Note for the purpose of refunding the Series 2021A Note.

"Additional Notes" means any notes issued or incurred by the City to refund, in whole or in part, the Series 2021A Note in advance of maturity pursuant to an Additional Note Ordinance, as approved by the City before the date of sale of any Additional Bonds.

"Agreement" means this Amended and Restated Interlocal Cooperation Agreement" dated [Effective Date], by and between the City and the County.

"Bond Fund" means the fund established and designated as the "Bond Payment Fund" in the Series 2021A Bond Ordinance and any fund established in any Additional Bond Ordinance for the purpose of paying the principal of, interest on, and premium, if any, on such Additional Bond.

"Bonds" means the Series 2021A Bonds and all Additional Bonds authorized pursuant to the provisions of the GO Act, the Interlocal Act, and this Agreement.

"City" means the City of Paducah, Kentucky acting by and through its Board of Commissioners.

"City's Contribution" means an annual amount not exceeding $175,000 for each fiscal year of the City during the Term of the Bonds.

"Code" means the Internal Revenue Code of 1986 as amended and all Regulations promulgated thereunder.

"County" means the County of McCracken, Kentucky acting by and through its Fiscal Court.

"County's Contribution" means the annual amount due as principal and interest payment on its Bonds, subject to a credit against such amount equal to the sum of (i) Lease Revenues received from the University under the Lease which are deposited in the Bond Fund; and (ii) the City's Contribution.

"Date of Delivery" means the date on which the Bonds are delivered to the purchaser thereof.

"Due Date" means December 1 and June 1 of each year when principal and/or interest on the Bonds becomes due.

"Go Act" means KRS 66.011 et seq.

"Interlocal Act" means KRS 65.210 through 65.300, inclusive.

"KRS" means the Kentucky Revised Statutes, as amended.

"Lease" means the Amended and Restated Contract, Lease, & Option to be entered into between the County and the University.

"Lease Revenues" means the amounts designated as Base Rent in the Lease and actually deposited in the Bond Fund.

"Notes" means the Series 2021A Note and all Additional Notes authorized pursuant to the provisions of the GO Act, the Interlocal Act, and this Agreement.

"Project" means the educational building and associated streets, parking lots, utilities, and infrastructure, the costs of which were financed with the proceeds of the Series 2011 Bonds.

"Series 2011 Bonds" means the County of McCracken, Kentucky General Obligation Bonds, Series 2011 issued by the County on November 22, 2011 in an original aggregate principal amount of $9,980,000.

"Series 2011 Note" means the City of Paducah, Kentucky, General Obligation Note, Series 2011 issued by the City on November 22, 2011 in favor of the County in an original aggregate principal amount of $2,674,093.

"Series 2021A Bonds" means the County of McCracken, Kentucky General Obligation Refunding Bonds, Series 2021A to be issued in an aggregate principal amount of $5,500,000, subject to a permitted adjustment increasing the principal amount thereof by up to $550,000 or decreasing the principal amount of the Bonds by any amount. If the Series 2021A Bonds are issued in a calendar year other than 2021, the Series 2021A Bond Ordinance permits amending their designation to reflect their calendar year of issuance.

"Series 2021A Note" means the City of Paducah, Kentucky General Obligation Refunding Note, Series 2021A to be issued in an aggregate principal amount equal to that percentage of the principal amount of the Series 2021A Bonds, which, bearing interest at the same rate or rates as the Series 2021A Bonds, results in aggregate annual payments of principal and interest on the Series 2021A Note not exceeding $175,000 for each fiscal year of the City during the term of the Series 2021A Bonds. If the Series 2021A Note is issued in a calendar year other than 2021, the Series 2021A Note Ordinance permits amending its designation to reflect its calendar year of issuance.

"Series 2021A Bond Ordinance" means the ordinance adopted by the Fiscal Court of the County on November 22, 2021 authorizing the Series 2021A Bonds and the execution and delivery by the County of this Agreement.

"Series 2021A Note Ordinance" means the ordinance adopted by the Board of Commissioners of the City on November 23, 2021 authorizing the Series 2021A Note and the execution and delivery by the City of this Agreement.

"Term of the Bonds" means the period beginning with the dated date of the Series 2021A Bonds and running until the last principal maturity of the Bonds is paid and retired, including all interest thereon.

"University" means Murray State University, a state agency and political subdivision of the Commonwealth of Kentucky.

GENERAL FINANCING PLAN

It is the intention of the parties to this Agreement to set forth their respective rights and duties in connection with refinancing the costs of the Project.

The County shall issue the Series 2021A Bonds in an approximate aggregate principal amount of $5,500,000, subject to a permitted adjustment increasing the principal amount thereof by up to $550,000 or decreasing the principal amount of the Bonds by any amount, which, after the deduction of the expenses incident to the authorization, issuance, sale, award, execution, and delivery of said the Series 2021A Bonds, shall be utilized (i) to provide funds for the refunding the outstanding Series 2011 Bonds in advance of maturity; (ii) to pay the costs of credit enhancement for the Series 2021A Bonds, if any; and (iii) to pay the costs of issuance of the Series 2021A Bonds. The Series 2021A Bonds shall be secured by the full faith, credit, and taxing power of the County; provided, however, that the Project will be leased by the County to the University pursuant to the Lease for a term of ten years and for rental payments calculated to be sufficient to pay that portion of the debt service on the Bonds for the Term of the Bonds set forth in the Lease. Pursuant to the Lease, the University will agree to make rental payments for deposit to the Bond Fund and to operate, maintain, and insure the Project without any further contributions from the City or the County.

To further secure the payment of the Series 2021A Bonds and to evidence its participation in the refunding of the Series 2011 Bonds (and the refinancing of the costs of the Project achieved thereby), the City shall authorize, issue, and deliver its Series 2021A Note to the County in a principal amount equal to that percentage of the principal amount of the Series 2021A Bonds, which, bearing interest at the same rate or rates as the Series 2021A Bonds, results in annual payments of principal and interest on the Series 2021A Note not exceeding $175,000 for each fiscal year of the City during the Term of the Bonds.

If the County and the City mutually determine that refunding the Series 2021A Bonds would result in debt service savings, and such refunding is permitted by the terms of the Series 2021A Bonds, the Series 2021A Bond Ordinance, and the Series 2021A Note Ordinance, upon authorization by the Fiscal Court and the Board of Commissioners, the County may issue a series of Additional Bonds to refund the Series 2021A Bonds in advance of maturity. In such case, the City shall issue an Additional Note, in replacement of the Series 2021A Note, and the City, the County, and the University shall share the decreased debt service resulting from such refunding proportionately in determining their new annual financial obligations with respect to debt service for the Additional Bonds. For purposes of this Agreement, any Additional Bonds issued by the County and any Additional Notes issued by the City shall be treated as Bonds and Notes, respectively, hereunder.

RIGHTS AND DUTIES OF THE COUNTY

The County shall adopt the Bond Ordinance authorizing the issuance of the Bonds and the execution and delivery of the Lease.

The County shall issue Bonds and deposit the proceeds thereof, after payment of costs of issuing the Bonds, in the Redemption Fund to refund the Series 2011 Bonds (or the Series 2021A Bonds, if such Bonds are later refunded) in accordance with the terms of this Agreement, the governing Bond Ordinance, and the Lease. Simultaneously with the delivery of Bonds, the County shall receive a Note in a principal amount equal to that percentage of the principal amount of the Bonds, which, bearing interest at the same rate or rates as such Bonds, results in annual payments of principal and interest on the Note not exceeding $175,000 for each fiscal year during the Term of such Bonds.

The County shall enter into the Lease with the University whereunder the County and the University shall agree to refund the Series 2011 Bonds (or the Series 2021A Bonds, if such Bonds are to be later refunded), with the proceeds of the Bonds and the University shall agree to lease the Project from the County upon the teams hereinabove set forth.

RIGHTS AND DUTIES OF THE CITY

The City shall adopt the Note Ordinance authorizing the issuance of the Series 2021A Note.

The City shall issue and deliver to the County its Note (initially the Series 2011A Note) on the date the County issues Bonds (initially the Series 2021A Bonds). Each such Note shall be in a principal amount equal to that percentage of the principal amount of the corresponding Bonds, which, bearing interest at the same rate or rates as such Bonds, results in annual payments of principal and interest on the Note not exceeding $175,000 for each fiscal year during the Term of such Bonds. Each Note shall bear interest at the same rates as the corresponding Bonds and shall mature on the same schedule as the Bonds; provided that in no event shall payments of principal and interest on each Note exceed $175,000 during any fiscal year of the City. On each Due Date the City shall cause the City's Contribution evidenced by the then applicable Note to be deposited in the Bond Fund.

AGREEMENT AS CONTRACT; OWNERS OF BONDS AS THIRD PARTY BENEFICIARIES

This Agreement is made for the benefit and security of all those who may become the registered owners of the Bonds (the "Bondholders"), and no change, alteration, or amendment shall be made to the teams hereof so long as any Bonds remain outstanding.

DECLARATION OF PUBLIC POLICY

The City and the County hereby declare that it is in the best interest of each to cooperate, on an equal basis, in the acquisition and financing of the Project, which is declared to be a public project for public purposes as defined in the Kentucky Revised Statutes, and in accordance with this declaration have entered into this Agreement pursuant to the provisions of the Interlocal Act in order that the public policy goals inherent in the Project may be realized by the City and the County.

DURATION AND TERMINATION; AMENDMENTS

This Agreement shall become operational and have force and effect upon its execution, approval by the Kentucky Attorney General, and filing with the Kentucky Secretary of State, all pursuant to the Interlocal Act. The duration of this Agreement shall be from its effective date through and including the date any Bonds issued by the County are paid in full, whereupon this Agreement shall be deemed terminated. This Agreement may be amended or any of its terms modified only by a written document authorized, executed, and delivered by each of the parties hereto; provided that no change, alteration, or amendment shall be made to the terms hereof so long as the Bonds remain outstanding without the consent of the registered holders of at least two-thirds of the principal amount of Bonds then outstanding.

NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of the City or the County shall be subject to any personal liability for any debt or contract created by this Agreement or as a result thereof.

NATURE OF AGREEMENT

The City and the County agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification, or responsibilities for debts, liabilities, or claims, or liabilities incurred by any of the City or the County in their governmental operations, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that the County or the City would otherwise be entitled to under any applicably law.

MISCELLANEOUS

This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and transferees.

Nothing expressed or implied herein is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and the Bondholders, any right, remedy, or claim by reason of this Agreement or any term hereof, and all terms contained herein shall be for the sole and exclusive benefit of the parties hereto, and their successors and permitted transferees and such Bondholders.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement or the applicability of the provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances.

This Agreement may be amended or any of its terms modified only by a written document authorized, executed, and delivered by each of the parties hereto.

This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

[Signature page to follow]

SIGNATURE PAGE TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PADUCAH, KENTUCKY, authorized by action of the Board of Commissioners of the City on November 23, 2021

By: _____
Mayor

Attest:

_____
City Clerk

COUNTY OF MCCRACKEN, KENTUCKY, authorized by action of the Fiscal Court of the County on November 22, 2021

By: _____
County Judge/Executive

Attest:

_____
Fiscal Court Clerk

The foregoing instrument was prepared by:

_____
Mark S. Franklin
101 South Fifth Street, Suite 2500
Louisville, Kentucky 40202
(502) 540-2584
mark.franklin@dinsmore.com

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
700 CAPITOL AVENUE, SUITE 118
FRANKFORT, KENTUCKY 40601-3449
(502696-5300

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

between

City of Paducah, Kentucky

and

McCracken County, Kentucky

This Amended and Restated Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky. Therefore, it is approved this _____, 2021.

OFFICE OF KENTUCKY ATTORNEY
GENERAL DANIEL CAMERON

By: _____
Title: _____
Date: _____

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: JSA Sanitary Sewer Easement at 1105 South 3rd Street - **N HUTCHISON**

Category: Ordinance

Staff Work By: Nicholas Hutchison
Presentation By: Nicholas Hutchison

Background Information: The City of Paducah has owned the lot at 1105 South 3rd Street since the 1950's and wishes to place the lot for sale. There is an 8" Sanitary Sewer that crosses the lot from the alley to 3rd Street. In order for the property to be listed, an easement is required to protect the sanitary sewer. JSA has written an easement for execution by the City which will protect the sewer from being built over once the property is sold.

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

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to Execute the Sanitary Sewer Easement.

Attachments:
1. Sanitary Sewer Easement Joint Sewer Agency JSA – 1105 South 3rd Street

ORDINANCE NO. 2021-11-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED AT 1105 SOUTH 3rd STREET OWNED BY THE CITY OF PADUAH IN ORDER TO PROTECT THE SANITARY SEWER

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Sanitary Sewer Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency, as attached hereto and made part hereof, Exhibit 1, for and in consideration of One dollar and no cents ($1.00) for an area located at 1105 South 3rd Street, and being more particularly described as follows:

SANITARY SEWER EASEMENT

A strip of land 15 feet in width, centered over the existing sanitary sewer as constructed, extending from the easterly property line to the westerly property line, as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated December 1, 1955, as recorded in Deed Book 370, Page 195, in the McCracken County Clerk's Office.

SECTION 2. 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, November 9, 2021
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\ord\Sanitary Sewer Easement Joint Sewer Agency JSA – 1105 South 3rd Street

Exhibit 1

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2021, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called "Grantor(s)"(whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2021, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY,** 621 Northview Street, Paducah, KY 42001, hereinafter called "Grantee";

WITNESSETH:

That for and in consideration of **One dollar and no cents ($1.00),** cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

SANITARY SEWER EASEMENT

A strip of land 15 feet in width, centered over the existing sanitary sewer as constructed, extending from the easterly property line to the westerly property line, as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated December 1, 1955, as recorded in Deed Book 370, Page 195, in the McCracken County Clerk's Office.

The aforesaid sanitary sewer easement is perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

CITY OF PADUCAH

BY: _____

TITLE: _____

GRANTEE(S):

PADUCAH McCRACKEN COUNTY JOINT SEWER AGENCY

BY: _____

TITLE: EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by _____ (name), _____ _____(title), an authorized agent for the City of Paducah, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20___.

_____
Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF McCracken

I, LaQuita Ann Kelly, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by John Hodges (name), Exective Dir. _____ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires: 4-14-2022.

WITNESS my hand and notarial seal on this the 21st day of October, 2021.

LaQuita A. Kelly
Notary Public, State at Large

Notary ID# 598755

This instrument was prepared by:

_____
Derton Law Firm, PLLC
P. O. Box 969
Paducah, Kentucky 42002-0969

Exhibit A

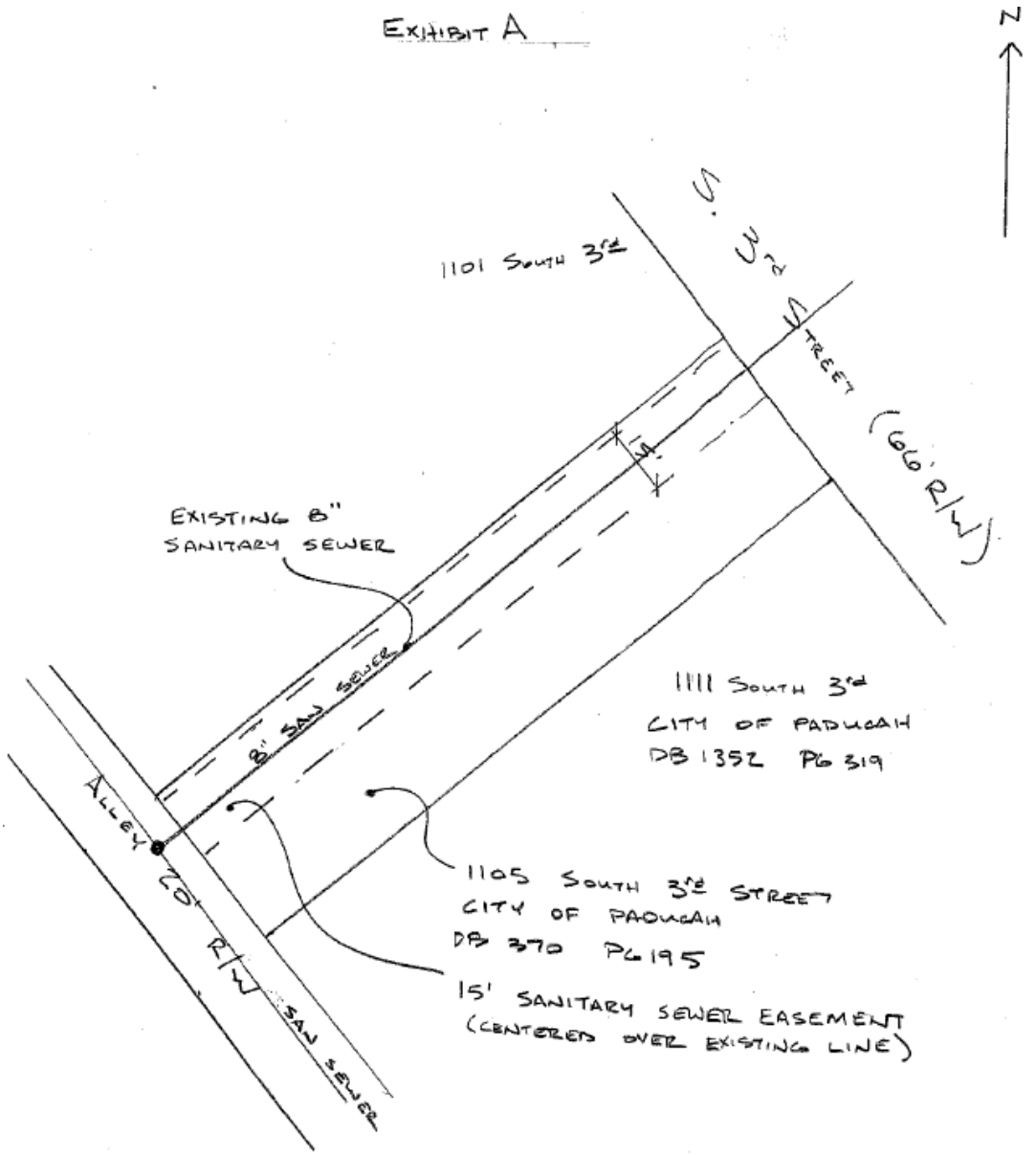
EXHIBIT A
N
1101 SOUTH 3rd
S. 3rd STREET (66' R/W)
EXISTING 8" SANITARY SEWER
8" SAN SEWER
1111 SOUTH 3rd
CITY OF PADUCAH
DB 1352 PG 319
1105 SOUTH 3rd STREET
CITY OF PADUCAH
DB 370 PG 195
15' SANITARY SEWER EASEMENT
(CENTERED OVER EXISTING LINE)
ALLEY 20' R/W
SAN SEWER

Agenda Action Form
Paducah City Commission

Meeting Date: November 9, 2021

Short Title: Amend Code of Ordinances Section 2-582 related to the Creative And Cultural Council - **N HUTCHISON**

Category: Ordinance

Staff Work By: Nicholas Hutchison
Presentation By: Nicholas Hutchison

Background Information: Section 2-258 entitled "Composition; appointment of members", specifies the composition and terms of members of the Creative and Cultural Council. Currently, the board has five (5) citizens and the Director of planning, Neighborhood Project Planner, and Grants Administrator. The proposed amendments will reduce the number of city staff on the board from three (3) to two (2), and remove the specific job titles from the code language. Further, the amendment changes the number of citizen members from five (5) to seven (7) for a new total of nine (9) members. The reduction in city staff on the board allows for greater public participation and representation of the community, and mitigates future text amendments due to changes in job titles. The amendment also removes the initial staggered terms that were established at the creation of the board. Those staggered terms are now irrelevant, and all members will serve a three (3) year term, and may not serve more than two (2) three (3) year terms.

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: The Creative and Cultural Council approves proposed text amendments.

Attachments:

1. 2-258 Creative & Cultural Council Composition

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AMENDING CHAPTER 2 DIVISION 17 "PADUCAH CREATIVE AND CULTURAL COUNCIL" OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH TO AMEND SECTION 2-582 "COMPOSITION; APPOINTMENT OF MEMBERS"

WHEREAS, the Paducah Creative & Cultural Council has made a recommendation to the City Commission to amend Section 2-582 of the Code of Ordinances of the City of Paducah related to the Composition and appointment of members of the Creative & Cultural Council; and

WHEREAS, the City seeks to modify the composition of the Paducah Creative and Cultural Council in order to enhance public participation and make city staff representation general and not tied to specific job titles.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 2-258 entitled "Composition; appointment of members" as follows:

Sec. 2-258. Composition; appointment of members

The Mayor with the consent of a majority of the City Commission, shall appoint the members of the Council to be called the Paducah Creative and Cultural Council. The board shall consist of [~~five (5)~~] seven (7) citizens of the City of Paducah[~~, the Paducah Director of Planning, the Paducah Neighborhood Project Planner and the Paducah Grants Administrator.~~] and two (2) members of City staff appointed by the Mayor. Citizen members [~~initially designated~~] shall serve terms of three (3) years or until their successors are appointed and confirmed; [~~provided, however, that initially, two (2) members shall be appointed for terms of one (1) year; two (2) members shall be appointed for terms of two (2) years; and one (1) member shall be appointed for terms of three (3) years.~~] Each term, except for initial appointments, shall be for three (3) years each, and/or until their successors are appointed and qualified. No member may serve more than two (2) full three-year terms. Vacancies shall be filled in the same manner as in the original appointments and for the unexpired term of the vacancy. Board members shall be appointed based in part on their professional competence of arts and cultural and may include creative entrepreneurs, arts advocates and concerned members of the public.

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by the City Clerk, _____
Published by *The Paducah Sun*, _____
ord\2-258 Creative & Cultural Council Composition