



**CITY COMMISSION MEETING  
AGENDA FOR MAY 10, 2022  
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** Civic Beautification - Dogwood Trail Awards

**PRESENTATION** Paducah Diversity Advisory Board Presentation - Dorothea Davis

**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.*

|  |           |                                                                                                                                               |
|--|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>I.</b> | <b><u>CONSENT AGENDA</u></b>                                                                                                                  |
|  | A.        | Approve Minutes for April 26, 2022                                                                                                            |
|  | B.        | Receive & File Documents                                                                                                                      |
|  | C.        | Appointment of Carol Young and John Durbin and reappointment of Karami Underwood to the Paducah-McCracken County Senior Citizens Center Board |
|  | D.        | Appointment of Jonas Neihoff to the Barkley Regional Airport Authority                                                                        |
|  | E.        | Personnel Actions                                                                                                                             |
|  | F.        | 2022 Federal Bulletproof Vest Partnership Grant Application - <b>B LAIRD</b>                                                                  |
|  | G.        | Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Burna Fire District - <b>C YARBER</b>                  |

|  |             |                                           |                                                                                                                                                                                    |
|--|-------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |             | H.                                        | Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Mayfield Graves County Ambulance Service - <b>C YARBER</b>                                      |
|  | <b>II.</b>  | <b><u>MUNICIPAL ORDERS</u></b>            |                                                                                                                                                                                    |
|  |             | A.                                        | Approve Amendment No. 9 to the Professional Consulting Agreement with Federal Engineering in an amount of \$67,790 for services related to an RFP for 911 Upgrade - <b>B LAIRD</b> |
|  |             | B.                                        | Approve acquisition of Property at 3179 Jackson St. in an amount of \$60,000 - <b>D JORDAN</b>                                                                                     |
|  |             | C.                                        | Approve acquisition of Property at 3181 Jackson St. in an amount of \$95,000 - <b>D JORDAN</b>                                                                                     |
|  | <b>III.</b> | <b><u>ORDINANCE(S) - INTRODUCTION</u></b> |                                                                                                                                                                                    |
|  |             | A.                                        | Consensual annexation of 5470 Old Highway 60 - <b>J SOMMER</b>                                                                                                                     |
|  |             | B.                                        | Approval of Contract for S. 25th St Improvement Project with Central Paving Co. in the amount of \$1,878,792.30 - <b>R MURPHY</b>                                                  |
|  | <b>IV.</b>  | <b><u>DISCUSSION</u></b>                  |                                                                                                                                                                                    |
|  |             | A.                                        | FY23 Budget Workshop - <b>D JORDAN</b>                                                                                                                                             |
|  | <b>V.</b>   | <b><u>COMMENTS</u></b>                    |                                                                                                                                                                                    |
|  |             | A.                                        | Comments from the City Manager                                                                                                                                                     |
|  |             | B.                                        | Comments from the Board of Commissioners                                                                                                                                           |
|  |             | C.                                        | Comments from the Audience                                                                                                                                                         |
|  | <b>VI.</b>  | <b><u>EXECUTIVE SESSION</u></b>           |                                                                                                                                                                                    |

April 26, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, April 26, 2022, 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 and Mayor Bray (5).

### **INVOCATION**

Commissioner Wilson led the invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Bray led the pledge.

**NEW EMPLOYEE INTRODUCTIONS** – Planning Director Nic Hutchison introduced Downtown Development Specialist Angela Schade.

### **PROCLAMATION**

Mayor Bray presented a Proclamation to Sarah House declaring May 2022 National Tennis Month.

### **PRESENTATION**

Communications Manager Pam Spencer offered the following summary:

West Kentucky Community & Technical College President Dr. Anton Reece, Dr. Lisa Stephenson, and others representing the program provided an update on the Community Scholarship Program and thanked the City for its funding support since fiscal year 2011. The Paducah Board of Commissioners approved a contract with PJC to provide \$75,000 this fiscal year in support of the scholarship program.

The program motivates students to graduate high school and pursue a higher education by providing each Paducah and McCracken County high school graduate with a two-year tuition scholarship to WKCTC provided that each student register for the program, maintain a minimum grade point average and attendance record, and not have major disciplinary problems. The program also receives funds from McCracken County, the Rotary Club of Paducah, Paducah Junior College, Inc., Paducah Power System, and numerous private sources.

### **MAYOR'S REMARKS**

Communications Manager Pam Spencer offered the following summary:

- Mayor Bray had the opportunity to tour the entire AQS Quilt Show today to view the booths and quilt displays calling it an impressive show.
- Mayor Bray along with Judge Executive Craig Clymer, Barkley Regional Airport Executive Director Dennis Rouleau, and Paducah Area Chamber of Commerce President Sandra Wilson visited St. George, Utah, last week to speak to SkyWest representatives. Mayor Bray said the meeting was positive. In March, SkyWest issued a notice to discontinue Essential Air Service to dozens of regional airports, including Barkley, due to pilot shortages.
- Mayor Bray announced that he, along with City Manager Daron Jordan and Parks & Recreation Department Director Amie Clark, met today with Tim Topp regarding a situation that occurred at Stuart Nelson Park. Last Tuesday, Topp arrived with several members of a youth baseball team and

April 26, 2022

was informed that they couldn't practice. Mayor Bray says the situation was unfortunate since the team did not have field reservations, there were wet field conditions, and a team that had reserved a field had not arrived. This situation led to the posting by Topp of a Facebook video. Mayor Bray says the City held an internal meeting yesterday to review the situation. Today, a meeting was held with City representatives, Topp, and community advocates. Mayor Bray says there was a lot of listening and understanding with a goal to make city improvements including adjusting the ball field reservation policy and increasing signage at the fields. Plus, the group discussed the need for more programs for kids. Due to listening and collaboration, this unfortunate incident is expected to have positive outcomes.

## **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 April 12, 2022, Paducah Board of Commissioners Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| I(B) | <p>RECEIVE AND FILE DOCUMENTS:</p> <p><u>Deed File:</u></p> <ol style="list-style-type: none"><li>1. Order Probating Will and accompanying documents – Estate of Lanelle Phelps Boyles</li><li>2. Deed and Permanent Easement – Thelma Hettler, Unmarried, to City of Paducah - 5420 Buckner Lane <b>MO #2559</b></li><li>3. Quitclaim Deed – City of Paducah – City Block Alleys Closure <b>ORD 2021-01-8673</b></li><li>4. Quitclaim Deed – City of Paducah Executive Blvd. Harrison Street Alley Closure – <b>ORD 2021-11-8713</b></li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Agreement between the City of Paducah and Gill Family Properties – Paving in Lieu of Financial Consideration – 701 and 702 Oakcrest – <b>MO #2482</b></li><li>2. Administrative Plan for 2022 Housing Choice Voucher Program – <b>MO #2560</b></li><li>3. Contract For Services – Kenny's Lawn Care &amp; More <b>MO #2563</b></li><li>4. Agreement For Compost Grinding of Tree Debris and Yard Waste – Central Paving – <b>MO #2564</b></li><li>5. Lawn and Grounds Maintenance Agreement between City of Paducah and the Paducah Branch NAACP, Inc. MLK Memorial Park on MLK, Jr., Drive. (signed by Amie Clark)</li></ol> <p><u>Financials File:</u></p> <ol style="list-style-type: none"><li>1. Community Scholarship Fund Report FYE 6/30/2022</li></ol> <p><u>Bids File:</u></p> <ol style="list-style-type: none"><li>1. 2022 City Lots Mowing Contractors – <b>MO #2563</b><ol style="list-style-type: none"><li>a. JETZ Lawn Care</li><li>b. Kenny's Lawn Care &amp; More* (chosen)</li><li>c. Paducah Lawn Care</li></ol></li><li>2. Compost Grinding of Tree Debris and Yard Waste – <b>MO #2564</b><br/>Central Paving*(Chosen)</li></ol> |
| I(C) | Personnel Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

April 26, 2022

|      |                                                                                                                                                                                                                                  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I(D) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$75,000 FOR THE COMMUNITY SCHOLARSHIP PROGRAM <b>(MO #2566; BK 12)</b>                                         |
| I(E) | A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$130,000 FOR FY2022 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH <b>(MO #2567; BK 12)</b> |

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).

### **MOTION TO SUSPEND ORDER OF BUSINESS**

Commissioner Guess offered Motion, seconded by Commissioner Gault that the rules for conducting City Commission Meetings be suspended insofar as they are in conflict with the printed agenda for this meeting, in order to move item II(A) Approve Annexation Incentives for 5250 & 5266 US Highway 60 West to directly after the Ordinance Adoption Section. Otherwise, the rules are to remain in full force and effect.

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

### **ORDINANCE ADOPTIONS**

#### **PROFESSIONAL CONTRACT WITH BFW ENGINEERING & TESTING FOR THE SOUTH 24<sup>TH</sup> STREET/SOUTH 25<sup>TH</sup> STREET IMPROVEMENT PROJECT**

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$48,241 FOR THE SOUTH 24<sup>TH</sup> STREET AND SOUTH 25<sup>TH</sup> STREET IMPROVEMENT PROJECT. This Ordinance is summarized as follows: That the City accepts the Not To Exceed fee proposal of BFW Engineering & Testing, Inc, in the amount of \$48,241 for additional scope of work for water line design, utility coordination and construction inspection for the South 24<sup>th</sup> and South 25<sup>th</sup> Street Improvement Project for an increase in the amount not to exceed \$48,241, and a new total contract cost of \$314,516 and authorizes the Mayor to sign said Contract Modification.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8729; BK 36)**

April 26, 2022

**CONSTRUCTION CONTRACT WITH JIM SMITH CONTRACTING, LLC FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT**

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING, LLC, IN THE AMOUNT OF \$1,985,514.37 FOR THE CONSTRUCTION OF A REPLACEMENT STRUCTURE FOR THE BUCKNER LANE BRIDGE OVER CROOKED CREEK, THE INSTALLATION OF A NEW CULVERT UNDER OAKCREST DRIVE, AND ASSOCIATED ASPHALT ROADWAY WIDENING AND UTILITY RELOCATIONS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.7 MILLION FROM ARPA PROJECT ACCOUNT INTO THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT ACCOUNT.” This Ordinance is summarized as follows: That the City of Paducah accepts the bid of Jim Smith Contracting, LLC in the amount of \$1,985,514.37 for the Buckner Lane Bridge Replacement Project and authorizes the Mayor to execute a contract with Jim Smith Contracting, LLC for the Buckner Lane Bridge Replacement Project. The Finance Director is hereby authorized and instructed to transfer \$1.7 Million from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078) for this expenditure.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8730; BK 36)**

**CONTRACT MODIFICATION #1 OF FLAPGATE CONSTRUCTION CONTRACT WITH JIM SMITH CONTRACTING, LLC**

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH JIM SMITH CONTRACTING, LLC., FOR A DECREASE IN THE AMOUNT OF \$463,400.00 FOR THE FLOODWALL FLAPGATE PROJECT.” This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Contract Modification No.1 with Jim Smith Contracting, LLC to decrease the contract for the Floodwall Flapgate Project in an amount of \$463,400, resulting in a final contract amount of \$1,688,600.00.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8731; BK 36)**

**CONSENSUAL ANNEXATION OF 5250 AND 5266 U.S. HIGHWAY 60 WEST**

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 5250 U. S. Highway 60 West, and 5266 U. S. Highway 60 West, containing approximately 1.526 acres of land

April 26, 2022

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8732; BK 36)**

#### **FY2022 BUDGET AMENDMENT – AIRPORT TERMINAL PROJECT**

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT” AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR THE BARKLEY REGIONAL AIRPORT TERMINAL PROJECT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations: Transfer \$3,000,000 from the 2020A GOB Bond Proceeds to the Capital Improvement Project Fund (Airport Terminal Project)

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8733; BK 36)**

#### **FY2022 BUDGET AMENDMENT – CITY FACILITIES IMPROVEMENTS**

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT. ” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations: Transfer \$600,000 from Fund Balance Reserves to the City Improvement Project (PF0079).

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8734; BK 36)**

#### **MUNICIPAL ORDERS**

##### **ANNEXATION INCENTIVES FOR 5250 & 5266 U.S. Highway 60 West**

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH THE OVERLAND GROUP FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

April 26, 2022

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2568; BK 12)

## **DISCUSSION**

### **POLICE DEPARTMENT UPDATE**

Communications Manager Pam Spencer offered the following summary:

Paducah Police Chief Brian Laird provided an overview of various department metrics and statistics. A few of the presentation highlights are listed below.

- The Paducah Police Department has an authorized strength of 81 sworn officers. Currently, the department has 80 officers, 72 of which are male. The officer demographics include 26 military veterans.
- There were 2841 crime reports in 2021, similar to the number of reports in 2020. Comparing crime report numbers to 2019, there has been a 16 percent reduction.
- In 2021, there were 1791 collisions reported with angle and rear end as the most common collision types.
- In 2021, there were 45,810 calls for service. Out of those calls, 54 required a use of force above normal handcuffing procedures. None of the use of force incidents resulted in any major injuries to the citizen or officer.
- In 2021, the Paducah 911 center dispatched 83,713 incidents and received more than 180,801 calls.

## **COMMENTS**

City Manager: Budget Process Continues. In regards to the 911 services, approximately \$1 million comes from the General Fund to underwrite 911 services. The Mayor commented that he believes the County spends about the same.

## **EXECUTIVE SESSION**

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f).

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

## **RECONVENE IN OPEN SESSION**

Commissioner Gault offered motion, seconded by Commissioner Henderson, that the Paducah Board of Commissioners reconvene in open session.

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



April 26, 2022

**ADJOURN**

Commissioner Gault offered motion, seconded by Commissioner Wilson that the meeting be adjourned.

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

**TIME ADJOURNED:** 7:00 p.m.

**ADOPTED:** May 10, 2022

---

George P. Bray, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

May 10, 2022

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Response to Request For Noise Variance – Lower Town Arts & Music Festival  
Signed by Daron Jordan, City Manager, on April 27, 2022
2. Independent Contractor Agreement between the City of Paducah and Michael Zidar,  
Zidar Analytics, LLC – Crime Analyst and GIS services – signed by Daron Jordan, CM
3. Agreement between City of Paducah and Beautiful Paducah, LLC – BBQ on the River  
2022 **MO #2565**
4. Contract For Services between City of Paducah and Paducah Junior College –  
Community Scholarship Program – **MO #2566**
5. Memorandum of Agreement between City of Paducah and The Overland Group –  
Annexation Incentives – 5250 and 5266 U.S. Highway 60 W – **MO #2568**
6. Revised Scope of Work – S. 24<sup>th</sup> Street and S. 25<sup>th</sup> Street Improvement Project –  
**ORD 2022-04-8729**
7. Agreement between City of Paducah and Jim Smith Contracting LLC – Buckner Lane  
Bridge Project **ORD 2022-04-8730**

Financials File:

1. Paducah Water Works – month ended March 31, 2022

Bids File:

1. Request For Bids – Paducah Police Department Bomb Squad Explosive Ordnance  
Disposal – Portable x-ray system
2. Buckner Lane Bridge Replacement Project
  - a. Harold Coffey Construction Co., Inc.
  - b. Jim Smith Contracting Co., LLC **ORD 2022-04-8729**

CITY OF PADUCAH  
May 10, 2022

---

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

*5/5/2022*  
\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
May 10, 2022**

**NEW HIRES - FULL-TIME (F/T)**

| <b><u>E911</u></b> | <b><u>POSITION</u></b>             | <b><u>RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|--------------------|------------------------------------|---------------------------|----------------------|--------------------|------------------------------|
| Clark, Kimberly    | 911 Communication Services Manager | \$41.83/hr                | NCS                  | Ex                 | June 16, 2022                |

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

| <b><u>PARKS &amp; RECREATION</u></b> | <b><u>POSITION</u></b> | <b><u>RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|--------------------------------------|------------------------|---------------------------|----------------------|--------------------|------------------------------|
| Beeler, Adrian L.                    | Park Ranger            | \$14.00/hr                | NCS                  | Non-Ex             | May 12, 2022                 |
| Humpries, Hunter C.                  | Pool Attendant         | \$9.50/hr                 | NCS                  | Non-Ex             | May 23, 2022                 |
| Wunch, Dillan R.                     | Lifeguard              | \$10.00/hr                | NCS                  | Non-Ex             | May 23, 2022                 |

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

| <b><u>FIRE - SUPPRESSION</u></b> | <b><u>PREVIOUS POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>CURRENT POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|----------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------|--------------------|------------------------------|
| Eldridge, Quinton T.             | Firefighter<br>\$15.37/hr                                | Relief Driver<br>\$16.20/hr                             | NCS                  | Non-Ex             | May 5, 2022                  |
| Owen, Christopher                | Lieutenant<br>\$18.29/hr                                 | Battalion Chief / Fire Training Officer<br>\$31.25/hr   | NCS                  | Ex                 | May 19, 2022                 |
| Miller, Sabrina N.               | Records Clerk<br>\$17.28/hr                              | Evidence Technician<br>\$17.56/hr                       | NCS                  | Non-Ex             | June 2, 2022                 |

**TERMINATIONS - PART-TIME (P/T)**

| <b><u>POLICE</u></b> | <b><u>POSITION</u></b> | <b><u>REASON</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|----------------------|------------------------|----------------------|------------------------------|
| Zidar, Michael S.    | Crime Analyst II       | Resignation          | April 17, 2022               |

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

| <b><u>E911</u></b> | <b><u>POSITION</u></b> | <b><u>REASON</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|--------------------|------------------------|----------------------|------------------------------|
| Cordero, Lisbeth   | Telecommunicator       | Resignation          | May 4, 2022                  |

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 10, 2022

Short Title: 2022 Federal Bulletproof Vest Partnership Grant Application - **B LAIRD**

Category: Municipal Order

Staff Work By: Hope Reasons, Robin Newberry

Presentation By: Brian Laird

**Background Information:** The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police.

The National Institute of Justice, the research, development and evaluation agency of the United States Department of Justice, sets the only nationally accepted standards for body armor worn by law enforcement officers. NIJ recognizes an industry standard of a five-year life span on body armor. The Department of Justice BVP also recognizes a five-year life span on body armor. In light of these industry standards and endorsements by the preeminent law enforcement agencies, the Paducah Police Department follows a five-year replacement plan for body armor worn by law enforcement officers.

The Police Department is requesting funding for 21 body armor vests for a total cost of \$13,608. The cost per vest on the state contract price is \$648. This grant requires a 50-percent match; therefore, the Police Department will request \$6,804 from the BVP program and provide \$6,804 from FY23/24 operating funds.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Police

Account Number: 10001602-535130

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

**Attachments:**

1. MO app - police-bulletproof vest 2022

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

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH POLICE DEPARTMENT TO APPLY FOR A 2022 U.S. BULLETPROOF VEST PARTNERSHIP GRANT IN AN AMOUNT OF \$6,804 THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR USE BY THE POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Paducah Police Department is hereby authorized to apply for a 2022 U.S. Bulletproof Vest Partnership Grant through the U.S. Department of Justice in the amount of \$6,804 to be used to purchase twenty-one (21) body armor vests for the Police Department. The total cost of the vests will be \$13,608 (\$648 per vest). This grant requires a 50% match; therefore, the Police Department is requesting \$6,804 from the BVP with the Police Department providing a cash match of \$6,804 from the Police Department's FY23/24 operating funds, Account Number 10001602-535130.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

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

Adopted by the Board of Commissioners, May 10, 2022  
Recorded by Lindsay Parish, City Clerk, May 10, 2022  
\\mo\grants\app - police-bulletproof vest 2022

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 10, 2022

**Short Title:** Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Burna Fire District - **C YARBER**

**Category:** Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

**Background Information:** On April 19, 2022, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the Burna Fire District.

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

If yes, please list the Commission Priority:

**Communications Plan:**

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

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

**Attachments:**

1. MO - agree-fleet maintenance services –Burna Fire District
2. Fleet Maintenance Agreement - Burna Fire District
3. Service Agreement labor rates

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

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

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

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

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

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

**Shop Hourly Labor Rate**

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

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

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



---

George Bray, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 10, 2022

Recorded by Lindsay Parish, City Clerk, May 10, 2022

mo/agree-fleet maintenance services –Burna Fire District

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

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

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1<sup>st</sup> of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Jimmy Lamb.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

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

**CITY OF PADUCAH**

**CUSTOMER**

By: By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By: Jimmy Layb  
Title: Chief  
Date: 4-29-2022

246362

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

**Shop Hourly Labor Rate Sheet**

|                         |                  |
|-------------------------|------------------|
| Heavy Truck -----       | \$95.00 per hour |
| Heavy Equipment -----   | \$95.00 per hour |
| Passenger Vehicle ----- | \$85.00 per hour |
| Light Truck -----       | \$85.00 per hour |
| Small Engine -----      | \$75.00 per hour |

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 10, 2022

**Short Title:** Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Mayfield Graves County Ambulance Service - **C YARBER**

**Category:** Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

**Background Information:** On April 13, 2022, a Fleet Maintenance Service agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the Mayfield Graves County Ambulance Service.

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

If yes, please list the Commission Priority:

**Communications Plan:**

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

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

**Attachments:**

1. MO - agree-fleet maintenance services – Graves County Fiscal Court
2. Fleet Maintenance Agreement - Mayfield Graves Ambulance Service
3. Service Agreement labor rates

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

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE GRAVES COUNTY FISCAL COURT (MAYFIELD-GRAVES COUNTY AMBULANCE SERVICE), TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with Graves County Fiscal Court (Mayfield-Graves County Ambulance Service) for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the Graves County Fiscal Court (Mayfield-Graves County Ambulance Service) in substantially the form attached hereto and made part hereof (Exhibit A).

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

| <b><u>Shop Hourly Labor Rate</u></b> |               |
|--------------------------------------|---------------|
| Heavy Truck                          | \$95 per hour |
| Heavy Equipment                      | \$95 per hour |
| Passenger Vehicle                    | \$85 per hour |
| Light Truck                          | \$85 per hour |
| Small Engine                         | \$75 per hour |

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

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

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

Adopted by the Board of Commissioners, May 10, 2022

Recorded by Lindsay Parish, City Clerk, May 10, 2022

mo/agree-fleet maintenance services –Graves County Fiscal Court (Mayfield-Graves County Ambulance Service)

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

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Graves Co. Fiscal Court (hereinafter "Customer").  
\* Mayfield Graves Co. Ambulance Service

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1<sup>st</sup> of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Jeremy Creason
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

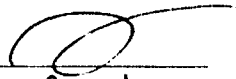


**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND  
EMERGENCY APPARATUS SERVICE AGREEMENT**

**CITY OF PADUCAH**

**CUSTOMER**

By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By:   
Title: Graves Co. Judge Exec.  
Date: 04.13.2022

246362

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

Shop Hourly Labor Rate Sheet

|                         |                  |
|-------------------------|------------------|
| Heavy Truck -----       | \$95.00 per hour |
| Heavy Equipment -----   | \$95.00 per hour |
| Passenger Vehicle ----- | \$85.00 per hour |
| Light Truck -----       | \$85.00 per hour |
| Small Engine -----      | \$75.00 per hour |

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 10, 2022

**Short Title:** Approve Amendment No. 9 to the Professional Consulting Agreement with Federal Engineering in an amount of \$67,790 for services related to an RFP for 911 Upgrade - **B LAIRD**

**Category:** Municipal Order

Staff Work By: Lindsay Parish, Brian Laird

Presentation By: Brian Laird

**Background Information:** In 2016, the City of Paducah retained Federal Engineering, Inc., through a professional consulting agreement to perform work for the City of Paducah related to the upgrade of the Paducah 911 System. The City made amendments to the Professional Consulting Agreement in 2018 and again in 2021.

By Municipal Order No. 2491, the City of Paducah approved a Memorandum of Agreement with McCracken County Fiscal Court for the formation of the Joint 911 Communication Services Oversight Committee to make recommendations and reports to the City of Paducah and McCracken Fiscal Court for the funding, upgrades and governance of 911 in Paducah/McCracken County. The 911 Communications Oversight Committee forwarded a recommendation to the Paducah Board of Commissioners and the McCracken County Fiscal Court to move forward with an RFP process for the 911 Project utilizing the professional services of Federal Engineering.

The City now desires to partner with McCracken County Fiscal Court in payment for the professional services related to RFP preparation, proposal evaluation, and contract negotiations for the upgrade of the Paducah 911 System.

This amendment to the professional service agreement is in an amount of \$67,790. It will be paid in full by the City of Paducah with the McCracken County Fiscal Court reimbursing the City for half of the expense (\$33,895) upon receipt of invoice from the City of Paducah.

This expenditure will be paid by transferring \$33,895 from Administrative Contingency into the E-911 Project Account E91106 for payment.

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

If yes, please list the Commission Priority: 911 Radio/Tower Upgrades & Operational Funding

**Communications Plan:** N/A

**Funds Available:** Account Name: Administrative Contingency  
911 Project

Account Number:  
E91106

**Staff Recommendation:** Approve Amendment No. 9 to the Professional Consulting Agreement with Federal Engineering, Inc. in an amount of \$67,790 with the McCracken County Fiscal Court reimbursing the

city for \$33,895 of the cost, and authorizing the transfer of \$33,895 from Administrative Contingency to the E91106 Project Account for payment to Federal Engineering. Further, this authorizes the Mayor to execute the Amendment with Federal Engineering and any documents necessary with the McCracken County Fiscal Court to effectuate said cost sharing.

**Attachments:**

1. 911 Federal Engineering Amendment 9 – RFP Services
2. City of Paducah KY AMD 9 20220504.signed by fe (002)

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

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AMENDMENT NO. 9 TO THE PROFESSIONAL CONSULTING AGREEMENT WITH FEDERAL ENGINEERING, INC., FOR PROFESSIONAL SERVICES RELATED TO REQUEST FOR PROPOSALS PREPARATION, PROPOSAL EVALUATION, AND CONTRACT NEGOTIATIONS FOR AN UPGRADED 911 SYSTEM IN AN AMOUNT OF \$67,790 TO BE FUNDED EQUALLY BY THE CITY OF PADUCAH AND THE MCCRACKEN COUNTY FISCAL COURT, AUTHORIZING THE TRANSFER OF FUNDS FOR SAID EXPENDITURE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, by Ordinance No. 2016-8-8401, the City of Paducah retained Federal Engineering, Inc., to perform consulting work for the City of Paducah related to the upgrade of the Paducah 911 System; and

WHEREAS, by Ordinance No. 2018-4-8528, the City of Paducah authorized amendments to the Professional Consulting Agreement; and

WHEREAS, by Municipal Order No. 2457, the City authorized a refresh to the report for the upgrade of the Paducah 911 System; and

WHEREAS, by Municipal Order No. 2491, the City of Paducah approved a Memorandum of Agreement with McCracken County Fiscal Court for the formation of the Joint 911 Communication Services Oversight Committee to make recommendations and reports to the City of Paducah and McCracken Fiscal Court for the funding, upgrades and governance of 911 in Paducah/McCracken County; and

WHEREAS, the 911 Communications Oversight Committee forwarded a recommendation to the Paducah Board of Commissioners and the McCracken County Fiscal Court to move forward with an RFP process for the 911 Project utilizing the professional services of Federal Engineering; and

WHEREAS, the City now desires to partner with McCracken County Fiscal Court in payment for the professional services related to RFP preparation, proposal evaluation, and contract negotiations for the upgrade of the Paducah 911 System.

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

**SECTION 1. Authorizations & Recitals.** That the City hereby authorizes and approves Amendment No. 9 to the Professional Consulting Agreement with Federal Engineering, Inc., in an amount of \$67,790 for RFP preparation, proposal evaluation, and contract negotiations related to an upgraded 911 System in substantially the form attached hereto and made part hereof (Exhibit A) and authorizes the Mayor to execute said Amendment.

**SECTION 2. Cost Sharing.** This agreement shall be funded by transferring \$33,895 from Administrative Contingency Account No. 1000-0106-524500 to the E911 Project Account No. E91106. This expenditure shall be paid from said Account No E91106. The McCracken County Fiscal Court shall reimburse the City of Paducah in an amount of \$33,895 for the cost associated with Amendment No. 9 as approved in Section 1 above upon receipt of invoice from the City of Paducah. Further, the Mayor is authorized to execute all documents necessary to effectuate said cost sharing.

**SECTION 3. Effective Date.** 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, May 10, 2022

Recorded by Lindsay Parish, City Clerk, May 10, 2022

\\MO\911 Federal Engineering Amendment 9 – RFP Services

## **Exhibit A**



**Federal Engineering, Inc.**  
10560 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

**ATTACHMENT TO  
PROFESSIONAL CONSULTING AGREEMENT  
Dated: August 18, 2016**

**Issued: May 5, 2022**

**AMENDMENT 9  
PROJECT: PADKY-RADIO-PROC  
CITY OF PADUCAH  
MCCRACKEN COUNTY, KENTUCKY  
RADIO SYSTEM PROCUREMENT SUPPORT**

**1. INTRODUCTION AND ISSUES**

The City of Paducah, Kentucky (City) retained Federal Engineering, Inc. (**FE**) in 2016 to assist them with procuring and implementing a new land mobile radio (LMR) system, 9-1-1 call-taking and dispatch equipment, and computer-aided dispatch (CAD) system. The 9-1-1 call-taking and dispatch equipment and CAD system replacements are complete; however, the City placed the LMR replacement project on hold due to lack of funding.

At this time, the City along with McCracken County (Paducah/McCracken) is interested in pursuing the LMR replacement system project and requests that **FE** refresh the procurement tasks to include vendor contract negotiations.

In response to this request, **FE** will perform the tasks described below.

**2. TASK 1 – PROJECT INITIATION AND REQUIREMENTS VERIFICATION**

**FE** will conduct a project initiation teleconference with stakeholders from Paducah/McCracken to reestablish the foundational relationships for the project, review the scope, schedule, and set expectations for the desired result. During this teleconference, **FE** will also verify the system requirements updated during as part of the *2017 Report Refresh Addendum*.

**2.1 Task 2 – Develop Technical Specifications and Request for Proposals (RFP)**

**FE** will develop a vendor-neutral *Paducah/McCracken Public Safety Radio System Technical Specification* that describes the functional and performance requirements of the radio system in sufficient detail for vendors to submit consistent proposals and be verifiable through future acceptance testing.



**FE** will provide a draft of the *Technical Specification* to Paducah/McCracken for review. We will request comments and conduct a teleconference to review the draft deliverable and incorporate comments. **FE** will submit the final *Technical Specification* to Paducah/McCracken and assist with developing bidder instructions and evaluation criteria. We will also review the Paducah/McCracken-provided RFP boilerplate terms and conditions and identify any required tailoring to the *Technical Specification* to make them consistent with the boilerplate terms.

## **2.2 Task 3 – Procurement Support**

**FE**'s procurement support for Paducah/McCracken includes facilitating a pre-bid meeting, responding to vendor questions, reviewing vendor proposals, best and final offer (BAFO) attendance, and contract negotiations.

### **Pre-Bid Meeting**

**FE** will facilitate the onsite vendor pre-bid meeting and support Paducah/McCracken with responding to vendor questions regarding the solicitation.

### **Vendor Proposal Review**

**FE** will conduct an independent, unbiased review of each radio system vendor's proposal and evaluate the proposals for compliance with the RFP. We will perform an item-by-item comparison of each technical and non-technical requirement, documenting compliance or non-compliance to each and of the relative strengths and weaknesses of each response. We will provide a summary of our findings and recommendations to Paducah/McCracken based on the established evaluation criteria and the City/County procurement requirements.

### **BAFO and Contract Negotiations Support**

**FE** will attend the BAFO presentation by Paducah/McCracken's preferred vendor via remote meeting and document points for further negotiation. **FE** will provide up to 40 hours of remote negotiations support to assist Paducah/McCracken with finalizing a contract with the preferred vendor.

## **3. ESTIMATED SCHEDULE**

**FE** will develop a mutually agreeable schedule with Paducah/McCracken. **FE** estimates development of the technical specifications and associated RFP package to take approximately eight weeks. Once Paducah/McCracken releases the RFP, the response period will be approximately 60 days followed by proposal reviews, a BAFO presentation, and contract negotiations.

#### 4. STAFFING/ORGANIZATION

Mr. Travis LePage, **FE's** Paducah/McCracken Project Director will oversee the project with project management and subject matter expert support provided by **FE** practitioners.

#### 5. ESTIMATED COST

**FE** will conduct the Tasks in Section 2 for a fixed price of \$67,790, which includes labor, travel, and other direct costs. Should additional funding be required to complete the required tasks, a mutually agreeable amendment will be executed.

#### 6. INVOICING

**FE** will prepare and submit invoices to Paducah/McCracken as the following table details.

| Task Number | Milestone                              | Cost     |
|-------------|----------------------------------------|----------|
| 1           | Conduct Project Initiation Meeting     | \$25,040 |
| 2           | Deliver Draft Technical Specifications | \$29,760 |
| 3           | Deliver Vendor Proposal Review         | \$12,990 |
| TOTAL       |                                        | \$67,790 |

**Remainder of Page Intentionally Left Blank**

## 7. BASIS FOR OUR SCOPE OF WORK

1. **FE** professionals will be directed by Paducah/McCracken's Project Manager or their designee according to the assignments to be performed. The scheduling of **FE** resources will be mutually agreed upon based upon the needs of Paducah/McCracken and the availability of the specific **FE** consultants.
2. **FE** reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to Paducah/McCracken.
3. This Amendment assumes **FE** will perform tasks called out in Section 2 (excluding any optional tasks or services). The deletion of a task or significant change in scope of one or more tasks may affect the overall price. Optional tasks can be priced at Paducah/McCracken's request and added to this Amendment via a mutually agreeable contract modification.
4. The Amendment provides for review of up to three vendor proposals and up to 40 hours of remote contract negotiations support. Should additional proposals be received and/or Paducah/McCracken need more than 40 hours of negotiations support, **FE** can provide these services for an additional cost.
5. This Amendment assumes a project start date by June 1, 2022 and assumes a 32-week schedule. Delays to the project schedule due to actions or lack of actions on the part of Paducah/McCracken, Paducah/McCracken's participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to Paducah/McCracken will be brought to the attention of the Paducah/McCracken's Project Manager in a timely manner and will be reduced to writing via a mutually agreed upon contract amendment, which may include an increased cost.
6. **FE's** ability to fulfill these tasks depends, in part, on the willingness and ability of Paducah/McCracken, Paducah/McCracken's participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, software, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and,

thus, susceptible to multiple interpretations and may need periodic revisions based on actual experience and subsequent developments.

7. This Amendment assumes that Paducah/McCracken's Project Manager will schedule meetings and teleconferences, provide meeting and teleconferencing facilities and notify attendees.
8. **FE** will provide deliverables electronically via email to Paducah/McCracken.

---

Submitted by **FE**:

Ronald F. Bosco

(Signature)

Ronald F. Bosco, President & CEO

(Printed name and title)

May 5, 2022

(Date)

Authorization to begin work:

City of Paducah, Kentucky

---

(Signature)

---

(Printed name and title)

---

(Date)

**SCHEDULE A  
LONG-TERM CONSULTING RATES**

Effective January 1, 2022 through December 31, 2022

|                                    |                    |
|------------------------------------|--------------------|
| Principal                          | \$ 355.00 per hour |
| Vice President                     | \$ 320.00 per hour |
| Assistant Vice President           | \$ 285.00 per hour |
| Director/Chief Consultant          | \$ 250.00 per hour |
| Senior Consultant                  | \$ 210.00 per hour |
| Consultant                         | \$ 180.00 per hour |
| Senior Analyst                     | \$ 150.00 per hour |
| Analyst                            | \$ 110.00 per hour |
| Administrative / Computer Services | \$ 76.00 per hour  |

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost-plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

***This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.***

01-01-21

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 10, 2022

Short Title: Approve acquisition of Property at 3179 Jackson St. in an amount of \$60,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy, Daron Jordan

**Background Information:** Recently, the City conducted negotiations in good faith with William G. Camp and Betty Heath-Camp, Co-Executors of the estate of D. Joan Estes, the property owner at 3179 Jackson St, Paducah, KY 42003, regarding the acquisition of the property. As a result, Mr. and Mrs. Camp agreed to sell the property AS-IS, WHERE-IS, WITH ALL FAULTS to the City of Paducah for the total monetary consideration of \$60,000. The purchase will occur within the current fiscal year and will be funded from Project No. PF0081.

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

If yes, please list the Commission Priority: Continue Efforts to Improve Operational Efficiencies

**Communications Plan:** Work with Communications manager as necessary for social media and other public announcements

**Funds Available:** Account Name:

Account Number: PF0081

**Staff Recommendation:** To adopt a Municipal Order authorizing the Mayor to execute a Purchase Agreement, Warranty Deed, and all related documents on behalf of the City of Paducah with William Camp and Betty Heath-Camp as Co-Executors of the Estate of D. Joan Estes to acquire the real property located at 3179 Jackson Street, Paducah, KY 42003 for \$60,000.

**Attachments:**

1. 3179 Jackson St\_Purchase Agreement
2. MO - prop pur -3179 Jackson Street – Fire Station No. 4

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into on the \_\_\_\_\_ day of April, 2022, by and between WILLIAM G. CAMP AND BETTY HEATH-CAMP, AS CO-EXECUTORS OF THE ESTATE OF D. JOAN ESTES, deceased, of 148 Hampton Lake Drive, Bluffton, SC 29910, ("Seller"), and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the home rule class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate of P. O. Box 2267, Paducah, KY 42002-2267, ("Purchaser or Buyer") (each, a "Party," and, collectively, the "Parties").

W I T N E S E T H

WHEREAS, Seller is the owner in fee of a tract of real property located at 3179 Jackson Street, Paducah, Kentucky 42001, which is more particularly described in Exhibit A attached hereto, together with all of Seller's right, title and interest in all other property rights and interests connected with or ancillary to the real property, including but not limited to any interest in streets, alleys, easements, development rights, improvements, fixtures, and appurtenances thereto, any strips or gores (collectively the "Property"); and

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property; and

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby covenant and agree as follows:

SECTION 1. PURCHASE AND SALE OF THE PROPERTY

1.1 Sale of the Property. Subject to the provisions of this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to grant, bargain, sell and convey to Purchaser, at the Closing (hereinafter defined in Section 6.1) the Property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property will be the sum of Sixty Thousand and no/100 Dollars (\$60,000.00), in U.S. cash.

2.2 Earnest Money. Within Ten (10) business days from the Effective Date of this Agreement, Purchaser shall pay to the Seller the sum of Five Hundred and no/100 Dollars (\$500.00) as an earnest money deposit (the Earnest Money"). In the event the Parties consummate the sale transaction contemplated by this Agreement, the Earnest Money shall be credited to the Purchase Price at the Closing.

2.3 Payment of Purchase Price. The Purchase Price, less credit for the Earnest Money and such other credits, pro-rations and adjustments as are provided herein, shall be paid by Buyer to Seller at the Closing.

SECTION 3. INTENTIONALLY DELETED

#### SECTION 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1 Making of Representations, Warranties and Covenants of Seller. As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Purchaser the representations, warranties and covenants contained in this Section:

(a) Seller has marketable title in the Property, free and clear of adverse matters affecting title, except for Permitted Liens as defined herein. There is no pending, nor to the best knowledge of Seller, any threatened condemnation or similar proceeding affecting the Property or any portion of the Property. As used in this Agreement, "Permitted Liens" means: (i) real estate taxes, assessments and water and sewer charges not yet due and payable as of the date of the Closing; (ii) all present and future zoning, building, environmental and other laws, ordinances, codes, restrictions and regulations of all governmental authorities having jurisdiction with respect to the Property, and (iii) easements, covenants and restrictions of record. In the event title to the Property is not marketable as described above, Purchaser shall have the right to terminate this Agreement, and in such an event Purchaser shall be entitled to the return of the Earnest Money and pursue all remedies in equity or at law.

(b) Seller shall not enter into any contract of sale of the Property and no other party has been previously granted by Seller a right of first refusal or first option to purchase the Property to be transferred hereunder.

(c) There is no litigation or governmental or administrative proceeding or investigation pending or, to the knowledge of the Seller, threatened against the Seller which may have any adverse effect on Seller's properties, assets, prospects, financial condition or business or which would prevent or prohibit the consummation of the transactions contemplated by this Agreement.

(d) At the time of the Closing, there will be no outstanding contracts executed by Seller for any improvements to the Property, and Seller shall cause to be discharged prior to the Closing all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property or arising from contracts executed by Seller prior to the Closing (whether or not such contracts have been fully performed), and Seller shall terminate all such contracts at Closing at Seller's sole cost.

(e) At the time of the Closing, there will be no indebtedness encumbering the Property.

(f) Seller shall continue to maintain and enforce its existing insurance with regard to the Property. All risk of loss of Property shall remain with Seller until Closing hereon.

(g) Seller is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986.

(h) Seller has full power, authority and legal right to enter into this Agreement and to consummate the transactions provided for herein. All actions on the part of Seller necessary to approve the transactions contemplated by this Agreement have been duly taken as required by applicable law and any applicable agreements. This Agreement has been executed and delivered by Seller and constitutes the valid and binding agreement of Seller enforceable in connection with its respective terms. As of the Closing, the Deed and other agreements, documents and instruments required to be delivered by Seller in accordance with the provisions hereof, if any, will have been duly executed and delivered.

(i) To the best knowledge and believe of Seller, Seller has not received a notice from any governmental authority of any violation of any law, ordinance, regulation, license, permit or authorization issued with respect to any of the Property, including without limitation any applicable laws or regulations promulgated thereunder to date, governing or creating liability for the existence, contamination,



treatment, storage, disposal or release in, on or under the Property of any asbestos or any other hazardous, toxic or dangerous waste, substance or material, which has not been corrected heretofore and, to the best knowledge of the Seller, no such violation now exists which could have an adverse effect on the operation of any of the Property.

(j) Purchaser specifically agrees that it shall purchase the Property solely in reliance upon the representations, warranties, and covenants of Seller expressly set forth in this Agreement and upon the Purchaser's own inspections, examinations, studies, and evaluations of the Property. By accepting delivery of the Deed (as defined herein), Purchaser shall be deemed to represent and warrant to Seller that (i) Purchaser has had the opportunity to examine and inspect the Property to Purchaser's complete satisfaction, and (ii) Purchaser has determined that Purchaser is satisfied with the condition, quality, quantity, operation, state of repair, fitness for a particular purpose, environmental condition, or any other matter whatsoever concerning any improvements situated upon the Property, in all respects, and (iii) Purchaser has decided that Purchaser is willing to purchase the Property AS-IS, WHERE-IS, WITH ALL FAULTS. Said purchase is made without recourse, covenant, representation or warranty of any kind, whether written, oral, express, implied or statutory (all of which Seller hereby disclaims), as to the condition, quality, quantity, operation, fitness for a particular purpose, environmental condition, or any other matter whatsoever. Purchaser agrees and acknowledges that, except as expressly set forth in this Agreement, no representations, statements or warranties of Seller or any agent of Seller shall be relied upon by Purchaser in entering into this Agreement and consummating the transactions contemplated hereby.

4.2 Survival of Representations, Warranties, and Covenants. In the event any of Seller's representations, warranties or covenants hereunder are determined to be false or misleading prior to Closing, Purchaser shall have the option of (i) waiving such failure and proceeding to the Closing subject thereto; or (ii) declaring this Agreement to be in default and exercising the remedies available to Purchaser under Section 8, including but not limited to the right to terminate this Agreement. All of the covenants, representations and warranties of Seller shall survive the Closing and shall not be merged therein.

## SECTION 5. CONDITIONS PRECEDENT TO CLOSING.

5.1 Conditions to Closing. Seller and Purchaser acknowledge that the following conditions precedent to Closing must be satisfied or waived by benefitting party prior to Closing:

(a) Seller shall have timely performed and complied with all of Seller's covenants and obligations under this Agreement;

(b) Purchaser shall have timely performed and complied with all of Purchaser's covenants and obligations under this Agreement;

(c) The representations and warranties of Seller shall be true and correct as of the date of Closing;

(d) Purchaser, at the end of the Inspection Period, shall have determined to proceed with the transaction set forth in this Agreement;

(e) The Deed (as defined below) and each of the other documents required to be delivered by Seller pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified in this Agreement and shall be in form and substance satisfactory to Purchaser; and

(f) Approval and consent of the purchase of the Property and the terms of this Agreement by the City Commission of the City of Paducah; and

In the event any of the conditions precedent to Closing are not satisfied or waived by the benefitting party prior to Closing, this Agreement shall terminate without waiving rights and remedies available under Section 8 herein.

#### SECTION 6. CLOSING ACTIVITIES.

6.1 Time and Place of Closing. The Closing of the sale of the Property shall take place on or before 5:00 p.m. Central Time on June 30, 2022 (the "Closing Date"), at a place and location mutually agreeable to both Buyer and Seller. Closing may take place through a so-called "mail-away" closing, it being understood that neither Seller nor Buyer nor their respective counsel need be physically present at the Closing so long as all documents that are required to be delivered at the Closing are fully executed, delivered in escrow and available on the date of the Closing.

6.2 Ad Valorem Taxes, Real Property Taxes and Governmental Assessments. Ad valorem taxes and/or real property taxes against the Property for the current year shall be pro-rated between Buyer and Seller as of date of the Closing.

6.3 Transfer Taxes and Recording Fees. Any and all deed transfer taxes shall be paid by Seller at the Closing. Any and all deed recording fees shall be paid by the Buyer at the Closing. Deed preparation fees shall be paid by Seller at the Closing.

6.4 Title Expenses. Buyer shall pay the costs of the Title Commitment from Title Company (or its agent), the premium charged thereby to ensure title up to the Purchase Price, together with title expenses such as title related searches, overnight delivery charges, etc. Buyer shall also pay the costs of any endorsements to the owner's title policy and the cost of any lender's title policy.

6.5 Other Costs. Buyer shall pay the escrow fees and costs and all survey costs and other due diligence costs. Buyer and Seller shall each pay their own attorneys' fees

6.6 Documents to be Delivered by Seller. At the Closing, Seller, at its expense, shall deliver to Buyer: (i) a duly executed and acknowledged general warranty deed in proper statutory form (the "Deed") conveying marketable title to the Property free and clear of all liens and encumbrances, except for Permitted Liens and such intervening liens, if any, as Buyer has approved in writing, together with such other instruments, documents or affidavits, in the form and content reasonably satisfactory to the Title Company as are required to effectuate the transactions contemplated herein.

6.7 Documents to be Delivered by Buyer. At the Closing, Buyer, at its expense, shall deliver to Seller: (i) the Purchase Price (less the Earnest Money) plus or minus any costs and prorations for which Seller and/or Buyer are responsible under the terms hereof, by cashier's check or wire transfer of immediately available funds in such amount to an account to be designated in writing by Seller; and (ii) such other instruments, documents or affidavits, in the form and content reasonably satisfactory to Seller or the Title Company, as are required to effectuate the transactions contemplated herein.

#### SECTION 7. BROKERS.

7.1 Real Estate Commission. Seller and Purchaser represent and warrant to each other that no real estate broker is entitled to any commission as listing agent, Purchaser's or Seller's agent or as the procuring cause of this transaction resulting from any actions or words by or on behalf of either party, and Purchaser and Seller agree to indemnify and hold each other harmless from any claim or demand made by any brokers.

## SECTION 8. DEFAULT AND REMEDIES.

8.1 Default by Purchaser; Remedies of Seller. IF PURCHASER SHALL DEFAULT IN ITS OBLIGATION TO CLOSE HEREUNDER OR SHALL DEFAULT IN THE PERFORMANCE OF ANY OTHER MATERIAL OBLIGATION UNDER THIS AGREEMENT, PURCHASER AGREES THAT SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND TO RETAIN THE EARNEST MONEY HELD BY SELLER AT THE TIME OF THE DEFAULT AS LIQUIDATED DAMAGES TO RECOMPENSE SELLER FOR TIME SPENT, LABOR AND SERVICES PERFORMED, AND THE LOSS OF ITS BARGAIN. PURCHASER AND SELLER AGREES THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO AFFIX DAMAGES IF PURCHASER SO DEFAULTS AND THAT THE EARNEST MONEY, TOGETHER WITH THE INTEREST THEREON, REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AGREES TO ACCEPT THE EARNEST MONEY, TOGETHER WITH ANY ATTORNEY'S FEES AND COSTS TO WHICH SELLER IS ENTITLED UNDER PARAGRAPH (10.6), AS SELLER'S TOTAL DAMAGES AND RELIEF HEREUNDER IF PURCHASER DEFAULTS IN ITS OBLIGATION TO CLOSE HEREUNDER, SELLER WAIVING ALL OTHER RIGHTS AND REMEDIES.

8.2 Default by Seller; Remedies of Purchaser. IF SELLER FAILS TO COMPLY WITH ANY OR ALL OF THE OBLIGATIONS, COVENANTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS TO BE PERFORMED, HONORED OR OBSERVED BY SELLER OR DEFAULTS IN ITS OBLIGATION TO SELL AND CONVEY THE PROPERTY TO PURCHASER UNDER AND PURSUANT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT, PURCHASER MAY, AT ITS OPTION, (A) ELECT TO ENFORCE THE TERMS HEREOF BY ACTION FOR SPECIFIC PERFORMANCE, (B) PROCEED TO CLOSE THIS TRANSACTION NOTWITHSTANDING SUCH BREACH OR FAILURE (WITHOUT WAIVING ANY RIGHT OR REMEDY WHICH MIGHT OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY ARISING FROM SUCH BREACH OR FAILURE), OR (C) TERMINATE THIS AGREEMENT WITHOUT WAIVING ITS RIGHTS TO SEEK DAMAGES AND OTHER RELIEF AVAILABLE AT LAW OR EQUITY. EACH OF THE PARTIES CONFIRMS THAT DAMAGES AT LAW MAY BE AN INADEQUATE REMEDY FOR SELLER'S BREACH OR THREATENED BREACH OF ANY PROVISIONS HEREOF. PURCHASER'S RIGHTS AND SELLER'S OBLIGATIONS HEREUNDER SHALL BE ENFORCEABLE BY SPECIFIC PERFORMANCE, INJUNCTION, OR OTHER EQUITABLE REMEDY, BUT NOTHING HEREIN CONTAINED IS INTENDED TO OR SHALL LIMIT OR AFFECT ANY RIGHTS AT LAW OR BY STATUTE OR OTHERWISE OF PURCHASER AGAINST SELLER FOR A BREACH OR THREATENED BREACH OF ANY PROVISIONS HEREOF.

## SECTION 9. RISK OF LOSS AND POSSESSION.

9.1 Risk of Loss. Subject to the provisions hereof, Seller shall have all risk of loss to the Property until Closing and conveyance to Purchaser. Purchaser shall assume all risk of loss to the Property after the Closing.

9.2 Possession. Possession of the Property shall be delivered to Purchaser and relinquished by Seller at the Closing unless an otherwise mutually agreeable date is agreed upon by the parties in writing.

## SECTION 10. MISCELLANEOUS.

10.1 Execution by Both Parties. This Agreement shall not become effective and binding until fully executed and delivered by both Buyer and Seller.

10.2 Captions. The captions employed in this Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement.

10.3. Entire Agreement. This Agreement contains the complete agreement between the parties and cannot be varied or waived except by the written agreement of the parties. The parties agree that this Agreement constitutes the entire agreement between the parties and no other oral agreements, understandings, representations or warranties prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. The Parties may modify or amend this Agreement at any time, only by a written instrument duly executed and delivered by each Party.

10.4 Successors and Assigns; Assignment. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement. This Agreement shall not be assignable by operation of law or otherwise.

10.5 Gender and Number. The plural shall include the singular and the singular, the plural, wherever the context so permits. The masculine shall include the feminine and the neuter; the feminine, the masculine and the neuter, and the neuter, the masculine and the feminine.

10.6 Attorneys' Fees and Other Costs. The parties to this Agreement shall bear their own attorneys' fees in relation to negotiating and drafting this Agreement. Should Buyer or Seller engage in litigation to enforce their respective rights pursuant to this Agreement, the prevailing party shall have the right to indemnity by the non-prevailing party for an amount equal to the prevailing party's reasonable attorneys' fees, court costs and expenses arising therefrom.

10.7 Governing Law. This Agreement shall exclusively be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to any conflicts of laws. Venue shall be in the state or federal court sitting in Paducah, McCracken County, Kentucky.

10.8 Notice. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the first business day after timely delivery to Federal Express or other reputable overnight courier service for next business day delivery, on the fifth business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number or email specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Seller:

William G. Camp & Betty Heath-Camp  
Co-Executors of the Estate of D. Joan Estes, deceased  
148 Hampton Lake Drive  
Bluffton, SC 29910

If to Buyer:

City of Paducah  
Attn: George Bray, Mayor  
PO Box 2267  
Paducah, Kentucky 42002-2267

10.9 Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the

laws of the state in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.10 Preparation of Agreement. The parties to this Agreement acknowledge that each of them has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against a party that drafted it has no application and is expressly waived.

10.11 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

10.12 Further Agreements. Seller and Buyer agree to execute, acknowledge, and deliver, or cause to be delivered, any and all such conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and such other instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement and the transactions contemplated hereby.

10.13 Agreement to Cooperate. Seller agrees prior to the Closing to fully cooperate with Buyer in the investigation and review of the Property.

10.14 Counterparts. This Agreement may be executed in as many counterparts as may be required. It shall not be necessary that signatures of all persons required to bind any party appear in each counterpart, but it shall be sufficient that the signature of all persons required to bind any party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. The Parties hereto agree that executed counterparts of this Agreement signed by one party and sent by facsimile, email or other electronic transmission in "pdf" or similar format to the other party to this Agreement: (a) shall have the same effect as an original signed counterpart of this Agreement; and (b) shall be conclusive proof, admissible in judicial proceedings, of such Party's execution of this

10.15 Business Day. The term "Business Day" shall mean every day other than Saturday, Sunday and legal holidays recognized by the Commonwealth of Kentucky upon which City of Paducah government offices are closed.

10.16 Time of Essence. Time will be of the essence with respect to the performance of the terms and conditions of this Agreement.

10.17 Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

10.18 Modification or Amendment.

The parties may modify or amend this Agreement at any time, only by a written instrument duly executed and delivered by each party.

**[See following pages for signatures.]**

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed as of the respective dates shown below.

**SELLER:**

\_\_\_\_\_  
William G. Camp, Co-Executor of the  
Estate of D. Joan Estes, deceased

\_\_\_\_\_  
Betty Heath-Camp, Co-Executor of the  
Estate of D. Joan Estes, deceased

Date: \_\_\_\_\_

**PURCHASER:**

**CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_  
Mayor George Bray

Date: \_\_\_\_\_



## EXHIBIT "A"

Said "Griffin Tract" as referred to in Deed Book 287, page 85, McCracken County Court Clerk's Office, commences at the iron pipe referred to therein which is located in the North property line of said Highway known as Jackson Street, at the Southwest corner of said "Eloise B. MacDonald Tract No. 1"; thence, parallel with 31<sup>st</sup> Street in a Northerly direction with the line of said "Eloise B. MacDonald Tract No. 1", a distance of 258.05 feet to an iron pipe in the center of the Old Clinton Road at the Northwest corner of said "Eloise B. MacDonald Tract No. 1"; thence 84 degrees 20 ½ minutes, an interior angle to the left in a westerly direction with the centerline of the Old Clinton Road and the property of the heirs of John Lee, a distance of 55 feet to a stake, northeast corner of the "Coleman Tract"; thence 95 degrees 39 ½ minutes, an interior angle to the left in a Southerly direction parallel with 31<sup>st</sup> Street, a distance of 242.82 feet, to an iron pipe in the curve of the Northerly line of said highway known as Jackson Street; thence 100 degrees 18 minutes, an interior angle to the left (said angle being computed on a chord), with the curve of the property line of said highway, a chord distance of 55.23 feet to the point of beginning. Also see Plat Book "D", page 30, McCracken County Court Clerk's Office.

Being the same property conveyed to Wilson Estes and wife, D. Joan Estes, by deed dated August 31, 1993, of record in Deed Book 797, page 85, in the McCracken County Court Clerk's Office. Wilson Estes predeceased D. Joan Estes and pursuant to the survivorship clause in said deed title vested in D. Joan Estes. D. Joan Estes died testate on February 16, 2022, and pursuant to the Order Probating Will and Appointing Executor entered on March 14, 2022, by the McCracken District Court (Probate Division), Case No 22-P-00147, the Last Will and Testament was probated and recorded in Will Book 31, page 394 in the aforesaid clerk's office and William G. Camp and Betty Heath-Camp where appointed Co-Executors of the estate with the power of same.

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT, WARRANTY DEED AND ALL DOCUMENTS NECESSARY FOR THE PURCHASE OF PROPERTY LOCATED AT 3179 JACKSON STREET IN AN AMOUNT OF \$60,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Purchase Agreement, Warranty Deed and all other documents necessary on behalf of the City of Paducah with William G. Camp and Betty Heath-Camp as Co-Executors of the estate of D. Joan Estes, to purchase the property located at 3179 Jackson St. in consideration of the amount of Sixty Thousand and No/100 (\$60,000) Dollars for possible future expansion of Fire Station No. 4.

SECTION 2. This expenditure shall be charged to the PF0081 Project Account.

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, April 24, 2022  
Recorded by Lindsay Parish, City Clerk, April 24, 2022  
\\mo\prop pur -3179 Jackson Street – Fire Station No. 4

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 10, 2022

Short Title: Approve acquisition of Property at 3181 Jackson St. in an amount of \$95,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy, Daron Jordan

**Background Information:** Recently, the City conducted negotiations in good faith with Cathy Priest, the property owner at 3181 Jackson St, Paducah, KY 42003, regarding the acquisition of the property. As a result, Ms. Priest agreed to sell the property AS-IS, WHERE-IS, WITH ALL FAULTS to the City of Paducah for the total monetary consideration of \$95,000. The purchase will occur after July 1, 2022 and will be funded in the 2023 fiscal year out of the Investment Fund.

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

If yes, please list the Commission Priority: Continue Efforts to improve Operational Efficiencies

**Communications Plan:** Work with Communications Manager on Public Service Announcements.

**Funds Available:** Account Name: FY23 Investment Fund

Account Number:

**Staff Recommendation:** To adopt a Municipal Order authorizing the Mayor to execute a Purchase Agreement, Warranty Deed, and all related documents on behalf of the City of Paducah with Cathy Priest to acquire the real property located at 3181 Jackson Street, Paducah, KY 42003 for \$95,000.

**Attachments:**

1. 3181 Jackson Contract

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into on the \_\_\_\_\_ day of May, 2022, by and between CATHY PRIEST, unmarried, of 3181 Jackson Street, Paducah, KY 42003, ("Seller"), and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the home rule class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate of P. O. Box 2267, Paducah, KY 42002-2267, ("Purchaser or Buyer") (each, a "Party," and, collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Seller is the owner in fee of a tract of real property located at 3181 Jackson Street, Paducah, Kentucky 42003, which is more particularly described in Exhibit A attached hereto, together with all of Seller's right, title and interest in all other property rights and interests connected with or ancillary to the real property, including but not limited to any interest in streets, alleys, easements, development rights, improvements, fixtures, and appurtenances thereto, any strips or gores (collectively the "Property"); and

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property; and

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby covenant and agree as follows:

SECTION 1. PURCHASE AND SALE OF THE PROPERTY

1.1 Sale of the Property. Subject to the provisions of this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to grant, bargain, sell and convey to Purchaser, at the Closing (hereinafter defined in Section 6.1) the Property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property will be the sum of Ninety-Five Thousand and no/100 Dollars (\$95,000.00), in U.S. cash.

2.2 Earnest Money. Within Ten (10) business days from the Effective Date of this Agreement, Purchaser shall pay to the Seller the sum of One Thousand and no/100 Dollars (\$1,000.00) as an earnest money deposit (the Earnest Money"). In the event the Parties consummate the sale transaction contemplated by this Agreement, the Earnest Money shall be credited to the Purchase Price at the Closing.

2.3 Payment of Purchase Price. The Purchase Price, less credit for the Earnest Money and such other credits, pro-rations and adjustments as are provided herein, shall be paid by Buyer to Seller at the Closing.

SECTION 3. INTENTIONALLY DELETEDSECTION 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1 Making of Representations, Warranties and Covenants of Seller. As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Purchaser the representations, warranties and covenants contained in this Section:

(a) Seller has marketable title in the Property, free and clear of adverse matters affecting title, except for Permitted Liens as defined herein. There is no pending, nor to the best knowledge of Seller, any threatened condemnation or similar proceeding affecting the Property or any portion of the Property. As used in this Agreement, "Permitted Liens" means: (i) real estate taxes, assessments and water and sewer charges not yet due and payable as of the date of the Closing; (ii) all present and future zoning, building, environmental and other laws, ordinances, codes, restrictions and regulations of all governmental authorities having jurisdiction with respect to the Property, and (iii) easements, covenants and restrictions of record. In the event title to the Property is not marketable as described above, Purchaser shall have the right to terminate this Agreement, and in such an event Purchaser shall be entitled to the return of the Earnest Money and pursue all remedies in equity or at law.

(b) Seller shall not enter into any contract of sale of the Property and no other party has been previously granted by Seller a right of first refusal or first option to purchase the Property to be transferred hereunder.

(c) There is no litigation or governmental or administrative proceeding or investigation pending or, to the knowledge of the Seller, threatened against the Seller which may have any adverse effect on Seller's properties, assets, prospects, financial condition or business or which would prevent or prohibit the consummation of the transactions contemplated by this Agreement.

(d) At the time of the Closing, there will be no outstanding contracts executed by Seller for any improvements to the Property, and Seller shall cause to be discharged prior to the Closing all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property or arising from contracts executed by Seller prior to the Closing (whether or not such contracts have been fully performed), and Seller shall terminate all such contracts at Closing at Seller's sole cost.

(e) At the time of the Closing, there will be no indebtedness encumbering the Property.

(f) Seller shall continue to maintain and enforce its existing insurance with regard to the Property. All risk of loss of Property shall remain with Seller until Closing hereon.

(g) Seller is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986.

(h) Seller has full power, authority and legal right to enter into this Agreement and to consummate the transactions provided for herein. All actions on the part of Seller necessary to approve the transactions contemplated by this Agreement have been duly taken as required by applicable law and any applicable agreements. This Agreement has been executed and delivered by Seller and constitutes the valid and binding agreement of Seller enforceable in connection with its respective terms. As of the Closing, the Deed and other agreements, documents and instruments required to be delivered by Seller in accordance with the provisions hereof, if any, will have been duly executed and delivered.

(i) The Seller has not received a notice from any governmental authority of any violation of any law, ordinance, regulation, license, permit or authorization issued with respect to any of the Property, including without limitation any applicable laws or regulations promulgated thereunder to date, governing or creating liability for the existence, contamination, treatment, storage, disposal or release in, on or under the Property of any asbestos or any other hazardous, toxic or dangerous waste, substance or material, which has not been corrected heretofore and, to the best knowledge of the Seller, no such violation now

exists which could have an adverse effect on the operation of any of the Property. To the best knowledge of Seller, all improvements constituting a part of the Property are in compliance in all material respects with all applicable state laws, ordinances, regulations, licenses, permits and authorizations and there is at least the minimum access required by applicable subdivision or similar law to the Property.

(j) Purchaser specifically agrees that it shall purchase the Property solely in reliance upon the representations, warranties, and covenants of Seller expressly set forth in this Agreement and upon the Purchaser's own inspections, examinations, studies, and evaluations of the Property. By accepting delivery of the Deed (as defined herein), Purchaser shall be deemed to represent and warrant to Seller that (i) Purchaser has had the opportunity to examine and inspect the Property to Purchaser's complete satisfaction, and (ii) Purchaser has determined that Purchaser is satisfied with the condition, quality, quantity, operation, state of repair, fitness for a particular purpose, environmental condition, or any other matter whatsoever concerning any improvements situated upon the Property, in all respects, and (iii) Purchaser has decided that Purchaser is willing to purchase the Property AS-IS, WHERE-IS, WITH ALL FAULTS. Said purchase is made without recourse, covenant, representation or warranty of any kind, whether written, oral, express, implied or statutory (all of which Seller hereby disclaims), as to the condition, quality, quantity, operation, fitness for a particular purpose, environmental condition, or any other matter whatsoever. Purchaser agrees and acknowledges that, except as expressly set forth in this Agreement, no representations, statements or warranties of Seller or any agent of Seller shall be relied upon by Purchaser in entering into this Agreement and consummating the transactions contemplated hereby.

4.2 Survival of Representations, Warranties, and Covenants. In the event any of Seller's representations, warranties or covenants hereunder are determined to be false or misleading prior to Closing, Purchaser shall have the option of (i) waiving such failure and proceeding to the Closing subject thereto; or (ii) declaring this Agreement to be in default and exercising the remedies available to Purchaser under Section 8, including but not limited to the right to terminate this Agreement. All of the covenants, representations and warranties of Seller shall survive the Closing and shall not be merged therein.

## SECTION 5. CONDITIONS PRECEDENT TO CLOSING.

5.1 Conditions to Closing. Seller and Purchaser acknowledge that the following conditions precedent to Closing must be satisfied or waived by benefitting party prior to Closing:

(a) Seller shall have timely performed and complied with all of Seller's covenants and obligations under this Agreement;

(b) Purchaser shall have timely performed and complied with all of Purchaser's covenants and obligations under this Agreement;

(c) The representations and warranties of Seller shall be true and correct as of the date of Closing;

(d) The Deed (as defined below) and each of the other documents required to be delivered by Seller pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified in this Agreement and shall be in form and substance satisfactory to Purchaser; and

(e) Approval and consent of the purchase of the Property and the terms of this Agreement by the City Commission of the City of Paducah; and

In the event any of the conditions precedent to Closing are not satisfied or waived by the benefitting party prior to Closing, this Agreement shall terminate without waiving rights and remedies available under Section 8 herein.

#### SECTION 6. CLOSING ACTIVITIES.

6.1 Time and Place of Closing. The Closing of the sale of the Property shall take place no sooner than July 1, 2022 and not later than 5:00 p.m. Central Time July 31, 2022 (the "Closing Date"), at a place and location mutually agreeable to both Buyer and Seller. Closing may take place through a so-called "mail-away" closing, it being understood that neither Seller nor Buyer nor their respective counsel need be physically present at the Closing so long as all documents that are required to be delivered at the Closing are fully executed, delivered in escrow and available on the date of the Closing.

6.2 Ad Valorem Taxes, Real Property Taxes and Governmental Assessments. Ad valorem taxes and/or real property taxes against the Property for the current year shall be paid by Buyer.

6.3 Transfer Taxes and Recording Fees. Any and all deed transfer taxes, deed recording fees, and Deed preparation fees shall be paid by the Buyer at the Closing.

6.4 Title Expenses. Buyer shall pay the costs of the Title Commitment from Title Company (or its agent), the premium charged thereby to ensure title up to the Purchase Price, together with title expenses such as title related searches, overnight delivery charges, etc. Buyer shall also pay the costs of any endorsements to the owner's title policy and the cost of any lender's title policy.

6.5 Other Costs. Buyer shall pay the escrow fees and costs and all survey costs and other due diligence costs. Buyer and Seller shall each pay their own attorneys' fees

6.6 Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Buyer: (i) a duly executed and acknowledged general warranty deed in proper statutory form (the "Deed") conveying marketable title to the Property free and clear of all liens and encumbrances, except for Permitted Liens and such intervening liens, if any, as Buyer has approved in writing, together with such other instruments, documents or affidavits, in the form and content reasonably satisfactory to the Title Company as are required to effectuate the transactions contemplated herein.

6.7 Documents to be Delivered by Buyer. At the Closing, Buyer, at its expense, shall deliver to Seller: (i) the Purchase Price (less the Earnest Money) plus or minus any costs and prorations for which Seller and/or Buyer are responsible under the terms hereof, by city check or wire transfer of immediately available funds in such amount to an account to be designated in writing by Seller; and (ii) such other instruments, documents or affidavits, in the form and content reasonably satisfactory to Seller or the Title Company, as are required to effectuate the transactions contemplated herein.

#### SECTION 7. BROKERS.

7.1 Real Estate Commission. Seller and Purchaser represent and warrant to each other that no real estate broker is entitled to any commission as listing agent, Purchaser's or Seller's agent or as the procuring cause of this transaction resulting from any actions or words by or on behalf of either party, and Purchaser and Seller agree to indemnify and hold each other harmless from any claim or demand made by any brokers.

## SECTION 8. DEFAULT AND REMEDIES.

8.1 Default by Purchaser; Remedies of Seller. IF PURCHASER SHALL DEFAULT IN ITS OBLIGATION TO CLOSE HEREUNDER OR SHALL DEFAULT IN THE PERFORMANCE OF ANY OTHER MATERIAL OBLIGATION UNDER THIS AGREEMENT, PURCHASER AGREES THAT SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND TO RETAIN THE EARNEST MONEY HELD BY SELLER AT THE TIME OF THE DEFAULT AS LIQUIDATED DAMAGES TO RECOMPENSE SELLER FOR TIME SPENT, LABOR AND SERVICES PERFORMED, AND THE LOSS OF ITS BARGAIN. PURCHASER AND SELLER AGREES THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO AFFIX DAMAGES IF PURCHASER SO DEFAULTS AND THAT THE EARNEST MONEY, TOGETHER WITH THE INTEREST THEREON, REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AGREES TO ACCEPT THE EARNEST MONEY, TOGETHER WITH ANY ATTORNEY'S FEES AND COSTS TO WHICH SELLER IS ENTITLED UNDER PARAGRAPH (10.6), AS SELLER'S TOTAL DAMAGES AND RELIEF HEREUNDER IF PURCHASER DEFAULTS IN ITS OBLIGATION TO CLOSE HEREUNDER, SELLER WAIVING ALL OTHER RIGHTS AND REMEDIES.

8.2 Default by Seller; Remedies of Purchaser. IF SELLER FAILS TO COMPLY WITH ANY OR ALL OF THE OBLIGATIONS, COVENANTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS TO BE PERFORMED, HONORED OR OBSERVED BY SELLER OR DEFAULTS IN ITS OBLIGATION TO SELL AND CONVEY THE PROPERTY TO PURCHASER UNDER AND PURSUANT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT, PURCHASER MAY, AT ITS OPTION, (A) ELECT TO ENFORCE THE TERMS HEREOF BY ACTION FOR SPECIFIC PERFORMANCE, (B) PROCEED TO CLOSE THIS TRANSACTION NOTWITHSTANDING SUCH BREACH OR FAILURE (WITHOUT WAIVING ANY RIGHT OR REMEDY WHICH MIGHT OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY ARISING FROM SUCH BREACH OR FAILURE), OR (C) TERMINATE THIS AGREEMENT WITHOUT WAIVING ITS RIGHTS TO SEEK DAMAGES AND OTHER RELIEF AVAILABLE AT LAW OR EQUITY. EACH OF THE PARTIES CONFIRMS THAT DAMAGES AT LAW MAY BE AN INADEQUATE REMEDY FOR SELLER'S BREACH OR THREATENED BREACH OF ANY PROVISIONS HEREOF. PURCHASER'S RIGHTS AND SELLER'S OBLIGATIONS HEREUNDER SHALL BE ENFORCEABLE BY SPECIFIC PERFORMANCE, INJUNCTION, OR OTHER EQUITABLE REMEDY, BUT NOTHING HEREIN CONTAINED IS INTENDED TO OR SHALL LIMIT OR AFFECT ANY RIGHTS AT LAW OR BY STATUTE OR OTHERWISE OF PURCHASER AGAINST SELLER FOR A BREACH OR THREATENED BREACH OF ANY PROVISIONS HEREOF.

## SECTION 9. RISK OF LOSS AND POSSESSION.

9.1 Risk of Loss. Subject to the provisions hereof, Seller shall have all risk of loss to the Property until Closing and conveyance to Purchaser. Purchaser shall assume all risk of loss to the Property after the Closing.

9.2 Possession. Possession of the Property shall be delivered to Purchaser and relinquished by Seller on or before December 31, 2022. In the event the residence located on the Property is partially or wholly damaged by fire or other casualty Seller's right to possession shall terminate and Seller shall deliver possession to Buyer immediately. Buyer will not provide casualty insurance on the residence. Seller shall provide and maintain general liability insurance insuring the Property in an amount of \$500,000.00 in the aggregate with a reputable insurance company and Buyer shall be listed as an additional insured. Additionally, Seller shall fully release Buyer from and shall fully protect, indemnify, and keep and save Buyer harmless from any and all liability, cost, damage, and expense, including



reasonable attorney fees, incident to injury (including injury resulting in death) of persons, or damage to or destruction of property, arising out of Seller's use of the Property granted herein. Seller shall also carry and maintain renter's insurance on all personal property.

#### SECTION 10. MISCELLANEOUS.

10.1 Execution by Both Parties. This Agreement shall not become effective and binding until fully executed and delivered by both Buyer and Seller.

10.2 Captions. The captions employed in this Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement.

10.3 Entire Agreement. This Agreement contains the complete agreement between the parties and cannot be varied or waived except by the written agreement of the parties. The parties agree that this Agreement constitutes the entire agreement between the parties and no other oral agreements, understandings, representations or warranties prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. The Parties may modify or amend this Agreement at any time, only by a written instrument duly executed and delivered by each Party.

10.4 Successors and Assigns; Assignment. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement. This Agreement shall not be assignable by operation of law or otherwise.

10.5 Gender and Number. The plural shall include the singular and the singular, the plural, wherever the context so permits. The masculine shall include the feminine and the neuter; the feminine, the masculine and the neuter, and the neuter, the masculine and the feminine.

10.6 Attorneys' Fees and Other Costs. The parties to this Agreement shall bear their own attorneys' fees in relation to negotiating and drafting this Agreement. Should Buyer or Seller engage in litigation to enforce their respective rights pursuant to this Agreement, the prevailing party shall have the right to indemnity by the non-prevailing party for an amount equal to the prevailing party's reasonable attorneys' fees, court costs and expenses arising therefrom.

10.7 Governing Law. This Agreement shall exclusively be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to any conflicts of laws. Venue shall be in the state or federal court sitting in Paducah, McCracken County, Kentucky.

10.8 Notice. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the first business day after timely delivery to Federal Express or other reputable overnight courier service for next business day delivery, on the fifth business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number or email specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Seller:

Cathy Priest  
3181 Jackson Street  
Paducah, Kentucky 42003  
priestcathy3@gmail.com

If to Buyer:

City of Paducah  
Attn: George Bray, Mayor  
PO Box 2267  
Paducah, Kentucky 42002-2267

10.9 Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the state in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.10 Preparation of Agreement. The parties to this Agreement acknowledge that each of them has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against a party that drafted it has no application and is expressly waived.

10.11 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

10.12 Further Agreements. Seller and Buyer agree to execute, acknowledge, and deliver, or cause to be delivered, any and all such conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and such other instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement and the transactions contemplated hereby.

10.13 Agreement to Cooperate. Seller agrees prior to the Closing to fully cooperate with Buyer in the investigation and review of the Property.

10.14 Counterparts. This Agreement may be executed in as many counterparts as may be required. It shall not be necessary that signatures of all persons required to bind any party appear in each counterpart, but it shall be sufficient that the signature of all persons required to bind any party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. The Parties hereto agree that executed counterparts of this Agreement signed by one party and sent by facsimile, email or other electronic transmission in "pdf" or similar format to the other party to this Agreement: (a) shall have the same effect as an original signed counterpart of this Agreement; and (b) shall be conclusive proof, admissible in judicial proceedings, of such Party's execution of this

10.15 Business Day. The term "Business Day" shall mean every day other than Saturday, Sunday and legal holidays recognized by the Commonwealth of Kentucky upon which City of Paducah government offices are closed.

10.16 Time of Essence. Time will be of the essence with respect to the performance of the terms and conditions of this Agreement.

10.17 Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such term or other provision, or any

portion thereof, is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

10.18 Modification or Amendment.

The parties may modify or amend this Agreement at any time, only by a written instrument duly executed and delivered by each party.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed as of the respective dates shown below.

**SELLER:**

\_\_\_\_\_  
Cathy Priest

Date: \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
Cathy Priest.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

**PURCHASER:**

**CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_  
Mayor George Bray

Date: \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, by George Bray, Mayor, City of Paducah, Kentucky.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTY

Said Tract commences at an iron pipe in the curving property line of said highway known as Jackson Street, at the Southwest corner of the "Griffin Tract", described in Deed Book 287, page 85, McCracken County Court Clerk's Office, and runs thence in a Northerly direction parallel with 31<sup>st</sup> Street with Griffin's line, a distance of 242.82 feet to a stake in the centerline of the Old Clinton Road in the property line of the heirs of John Lee, at the Northwest corner of said "Griffin Tract"; thence 84 degrees 20 ½ minutes, an interior angle to the left with the centerline of said Old Clinton Road and the property line of the heirs of John Lee, a distance of 12.6 feet to an old stone; thence 160 degrees 24 minutes, an interior angle to the left, with the centerline of the Old Clinton Road in the line of said "Eloise B. MacDonald Tract No. 3" (referred to in Deed Book 287, page 85, aforesaid clerk's office), in a Southwesterly direction, a distance of 56.96 feet to a stake in the centerline of said Old Clinton Road and said "Eloise B. MacDonald Tract No. 3", at the Northerly corner of said "Eloise B. MacDonald Tract No. 2 (referred to in Deed Book 287, page 85, aforesaid clerk's office; thence 115 degrees 14 ½ minutes, an interior angle to the left in a Southerly direction parallel with 31<sup>st</sup> Street with the line of said "Eloise B. MacDonald Tract No. 2", a distance of 194 feet to a stake at the Southerly corner of said "Eloise B. MacDonald Tract No. 2", in the line of the City of Paducah Waterworks Pumping Station Property; thence 138 degrees 28 minutes, an interior angle to the left in a Southeasterly direction with the said City Waterworks line, a distance of 17.03 feet to a stake in the curving Northerly property line of said Highway known as Jackson Street (said stake being distance 18.39 feet, measured with the curve of said Highway known as Jackson Street, from the Westerly end of the 2 degree curve in with the curving property line of said Highway, a chord distance of 53.80 feet to the point of beginning; being a corrected description of the same land conveyed to I.B. Coleman by deed dated October 6, 1930, recorded in Deed Book 173, page 485, aforesaid clerk's office; plus such accretion in the depth of said land as accrued to I.B. Coleman, the owner thereof, by the rededication of Jackson Street.

Being the same property conveyed to Cathy Priest by deed dated December 5, 1994 of record in Deed Book 822, page 771, in the McCracken County Court Clerk's Office.

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 10, 2022

Short Title: Consensual annexation of 5470 Old Highway 60 - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

**Background Information:** The property owners of 5470 Old Highway 60 have requested annexation into the City of Paducah. This is the Valvoline oil change establishment in front of Menards. A portion of private ROW will become maintained by the City upon annexation.

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

If yes, please list the Commission Priority: Community Growth priority

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approval

Attachments:

1. Annex – Consensual 5470 U.S. Highway 60 West
2. ANNEXATION PLAT
3. LEGAL DESCRIPTION - 0.52 ACRES
4. Annexation request letter

ORDINANCE NO. 2022-\_\_ - \_\_\_\_\_

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the property, approximately .52 acres of land located at 5470 U. S. Highway 60 West, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, the owner of said property, D&E Properties, has requested said consensual annexation in writing to the Board of Commissioners.

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, the City of Paducah now wishes to enact a single ordinance annexing the land described herein.

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

**SECTION 1.** The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

**LEGAL DESCRIPTION  
OF  
0.52 ACRES**

Lying on the South side of Old U.S. Highway 60 and being the D & E Partners property recorded in Deed Book 1410, page 16 and shown as Tract "C" per Subdivision Plat recorded in Plat Section "M", page 999, McCracken County Clerks Office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing mag nail with cap 3445 in the South right-of-way line of Old U.S. Highway 60 at the Northeast corner of the D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999, said point being in the Corporate Limits to the City of Paducah

and having Kentucky State Plane Coordinates (Kentucky South 1602 – NAD 83) of Northing 1922529.871 and Easting 778637.254; THENCE FROM SAID POINT OF BEGINNING S 14°23'07" E with the East line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 a distance of 250.79 feet to an existing ½" rebar with cap 3445 at the Southeast corner thereof and in the existing Corporate limits to the City of Paducah; thence S 71°00'44" W with the South line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and also with the Corporate Limits to the City of Paducah a distance of 80.15 feet to an existing ½" rebar with cap 3445 at the Southwest corner thereof; thence N 18°54'32" W with the West line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and continuing with the Corporate Limits to the City of Paducah a distance of 250.07 feet to an existing ½" rebar with cap 3445 at the Northwest corner thereof and in the South right-of-way line of aforesaid Old U.S. Highway 60; thence N 71°03'58" E with the South right-of-way line of said Old U.S. Highway 60 and the Corporate Limits to said City of Paducah a distance of 99.93 feet to the Point of Beginning and containing 0.52 Acres as shown on "Annexation Plat for D & E Partners" prepared by Siteworx Survey & Design LLC dated April 27, 2022.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

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, May 10, 2022

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

Recorded by Paducah City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

*ORD\Plan\Annex – Consensual 5470 U.S. Highway 60 West*

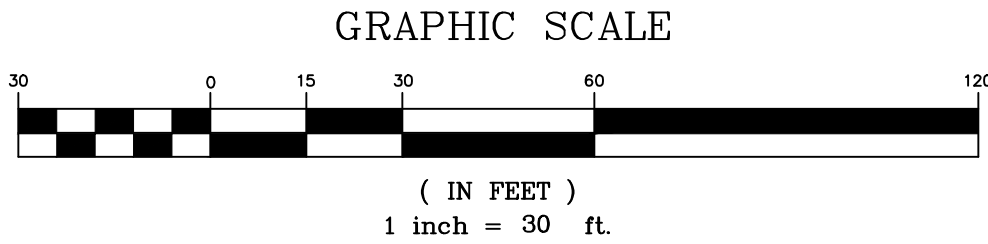


### CERTIFICATION

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 2022-\_\_\_\_\_ adopted by the Board of Commissioners of the City of Paducah at a meeting held on \_\_\_\_\_, 2022.

WITNESS, my hand and seal of the City of Paducah, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP  
STAMPED "3732" SET AT TIME OF SURVEY.
- PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- - - - - EXISTING ROAD CENTERLINE
- - - - - EASEMENT LINE, AS NOTED
- - - - - SUBJECT PROPERTY LINE
- - - - - BUILDING SETBACK LINE
- NO CORNER SET
- R. PROPERTY LINE
- CL CENTERLINE
- R.O.W RIGHT-OF-WAY

BASIS OF BEARINGS:  
ALL BEARINGS SHOWN ON  
THIS DRAWING ARE BASED  
UPON KENTUCKY SOUTH  
ZONE-1602, NAD 83

OLD U.S. HIGHWAY 60 NOTE  
THE RIGHT-OF-WAY OF OLD U.S. HIGHWAY 60 WAS  
ESTABLISHED FROM RIGHT-OF-WAY PLANS IN CORRELATION  
WITH EXISTING MONUMENTS PREVIOUSLY SET PER PLAT  
SECTION "M", PAGE 670, 986, 999 AND 1458. SOURCE OF  
TITLE IS DEED BOOK 180, PAGE 37.

SURVEYOR'S CERTIFICATE

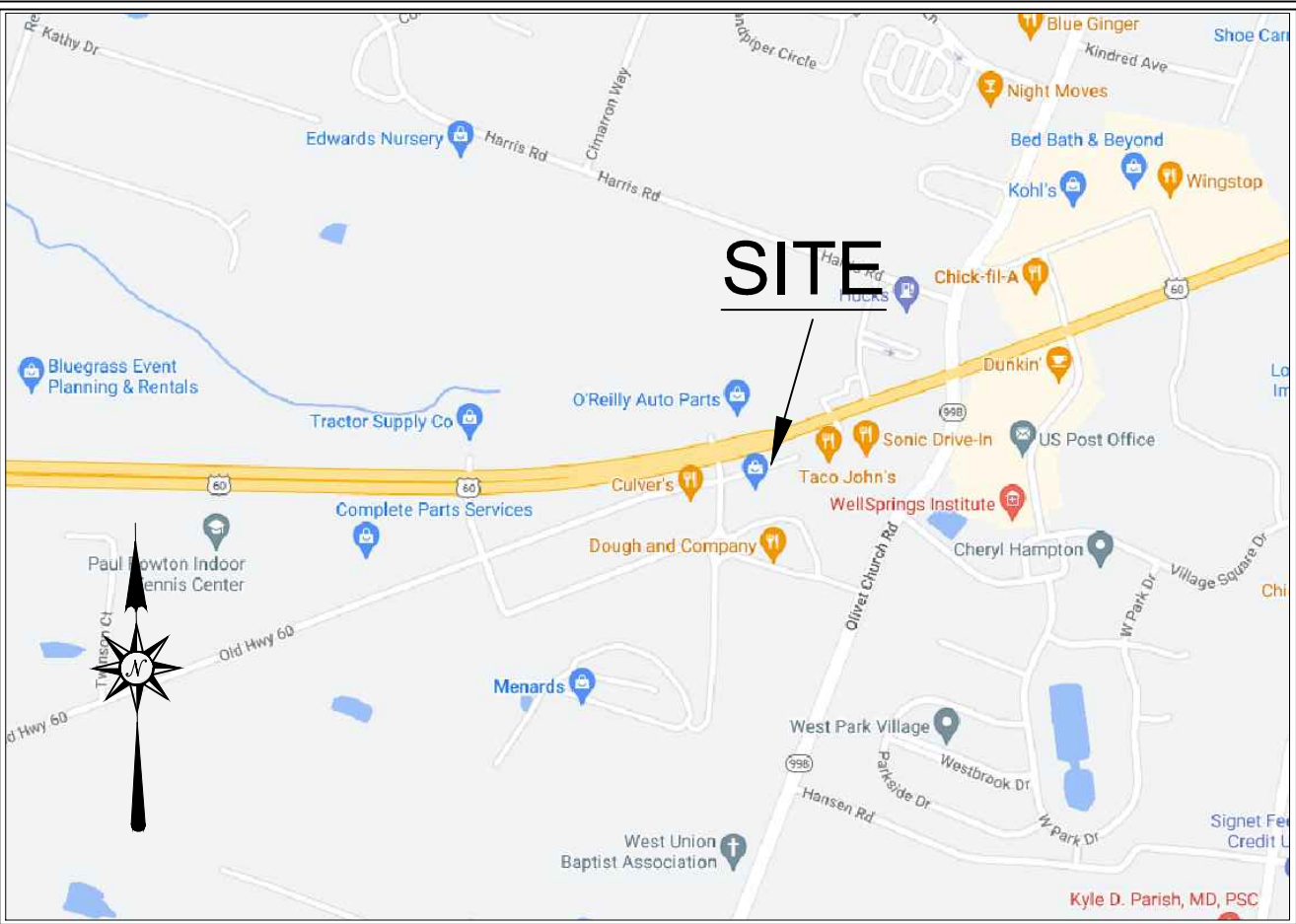
TO: D & E PARTNERS  
634 FROSTY MORN DRIVE  
CLARKSVILLE, TENNESSEE 37040

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS  
DONE BY PERSONS UNDER MY DIRECT SUPERVISION. THE SURVEY AS  
SHOWN HEREON IS A CLASS "URBAN" SURVEY AND THE ACCURACY  
AND PRECISION OF SAID SURVEY MEETS ALL SPECIFICATIONS OF THIS  
CLASS.

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION  
IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY  
THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN  
UNADJUSTED CLOSURE RATIO OF 1:31,742 WITH NO  
ADJUSTMENT OF THE ANGULAR AND LINEAR DIMENSIONS HEREON  
INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM  
STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY,  
THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND  
ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

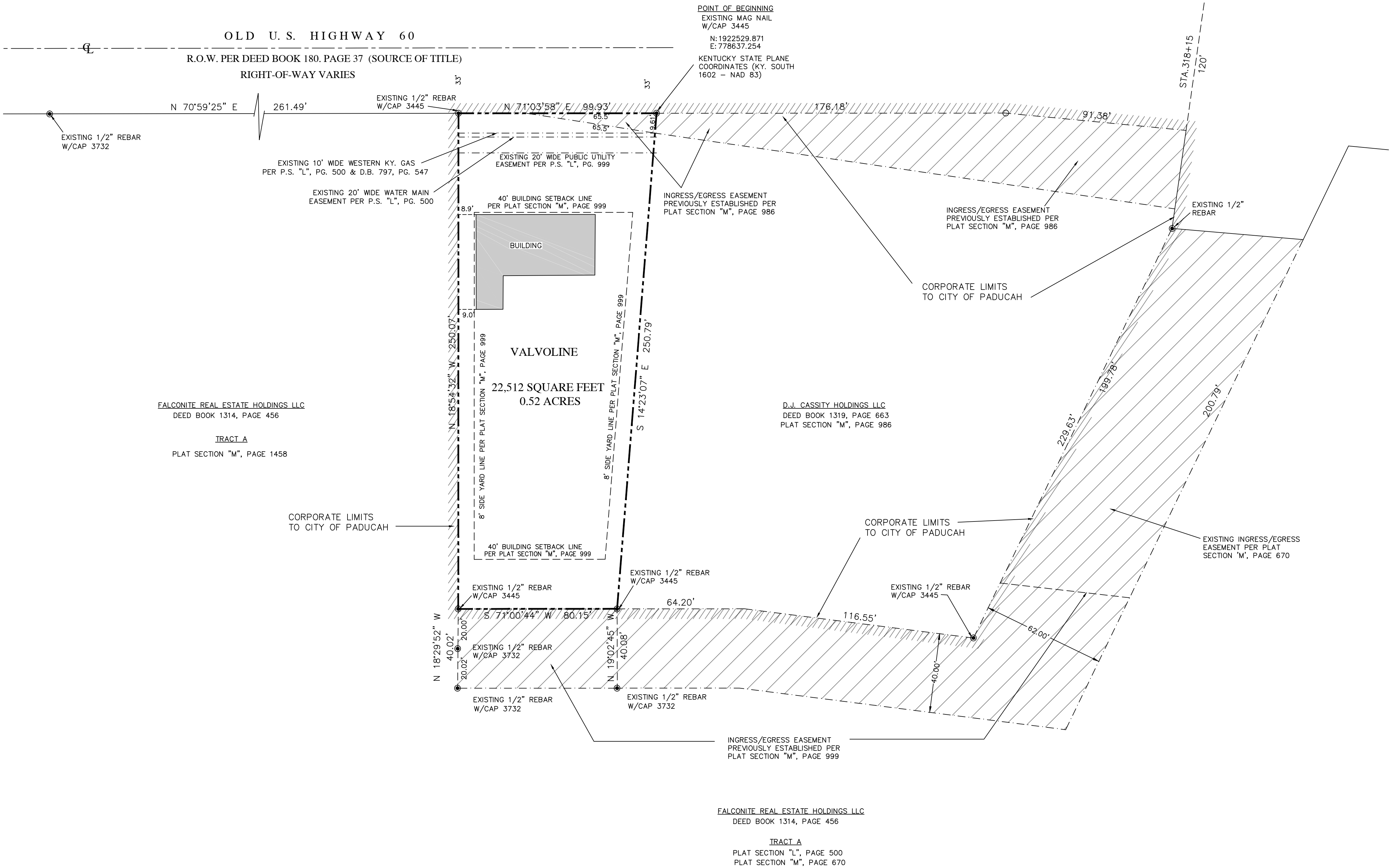
APRIL 25, 2022  
DATE OF SURVEY COMPLETION

KENTUCKY PROFESSIONAL LAND SURVEYOR #3732



LOCATION MAP  
NOT TO SCALE

U. S. HIGHWAY 60



GENERAL NOTES

**FLOOD NOTE:**  
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO  
BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON  
FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER  
21145C0129F, DATED NOVEMBER 2, 2011.

**SOURCE OF TITLE:**  
McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE  
DEED BOOK 1410, PAGE 16  
PLAT SECTION "M", PAGE 999

**OWNERS:**  
D & E PARTNERS  
634 FROSTY MORN DRIVE  
CLARKSVILLE, TENNESSEE 37040

**CLIENT:**  
CITY OF PADUCAH  
300 SOUTH 5TH STREET  
P.O. BOX 2267  
PADUCAH, KENTUCKY 42002-2267

**SANITARY SEWER & PUBLIC WATER NOTE:**  
SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-  
McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING  
INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

**PROPERTY ZONE:**  
THE PROPERTY SHOWN HEREON IS ZONED COMMERCIAL, BY THE  
McCRACKEN COUNTY ZONING ORDINANCE.  
MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: 50 FEET  
SIDE YARD: 8 FEET  
REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS  
MINIMUM LOT AREA: 7,500 SQUARE FEET

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

MAYOR'S CERTIFICATE OF  
DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 81A OF THE KENTUCKY  
REVISED STATUTES, I, \_\_\_\_\_ MAYOR, ON  
BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE  
PROPOSED PLAT OF ANNEXATION S SHOWN HEREON HAS BEEN FOUND  
TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY  
THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE  
ADOPTED AT A MEETING HELD ON \_\_\_\_\_.

MAYOR, CITY OF PADUCAH

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, \_\_\_\_\_, 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 IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_ DC  
\_\_\_\_\_  
CLERK

RECORDED IN PLAT SECTION \_\_\_\_\_ PAGE \_\_\_\_\_

ANNEXATION PLAT  
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A  
BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150  
PROPERTY OF:  
D & E PARTNERS  
LOCATED AT: 5470 OLD HIGHWAY 60  
McCRACKEN COUNTY, KENTUCKY

|              |             |
|--------------|-------------|
| PROJECT NO.: | 22002       |
| DATE:        | 4/27/2022   |
| DRAWN BY:    | DG          |
| CHECKED BY:  | SCC         |
| REV.         | DESCRIPTION |
|              |             |
|              |             |

SHEET  
1  
OF 1

siteworx  
SURVEY & DESIGN, LLC  
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491  
www.siteworxdesign.com



## SITEWORX SURVEY & DESIGN, LLC

124 SOUTH 31<sup>ST</sup> STREET, PADUCAH, KY 42001  
(270) 443-8491 FAX (270) 443-8494

### LEGAL DESCRIPTION

OF

0.52 ACRES

Lying on the South side of Old U.S. Highway 60 and being the D & E Partners property recorded in Deed Book 1410, page 16 and shown as Tract "C" per Subdivision Plat recorded in Plat Section "M", page 999, McCracken County Clerks Office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing mag nail with cap 3445 in the South right-of-way line of Old U.S. Highway 60 at the Northeast corner of the D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999, said point being in the Corporate Limits to the City of Paducah and having Kentucky State Plane Coordinates (Kentucky South 1602 – NAD 83) of Northing 1922529.871 and Easting 778637.254; THENCE FROM SAID POINT OF BEGINNING S 14°23'07" E with the East line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 a distance of 250.79 feet to an existing ½" rebar with cap 3445 at the Southeast corner thereof and in the existing Corporate limits to the City of Paducah; thence S 71°00'44" W with the South line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and also with the Corporate Limits to the City of Paducah a distance of 80.15 feet to an existing ½" rebar with cap 3445 at the Southwest corner thereof; thence N 18°54'32" W with the West line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and continuing with the Corporate Limits to the City of Paducah a distance of 250.07 feet to an existing ½" rebar with cap 3445 at the Northwest corner thereof and in the South right-of-way line of aforesaid Old U.S. Highway 60; thence N 71°03'58" E with the South right-of-way line of said Old U.S. Highway 60 and the Corporate Limits to said City of Paducah a distance of 99.93 feet to the Point of Beginning and containing 0.52 Acres as shown on "Annexation Plat for D & E Partners" prepared by Siteworx Survey & Design LLC dated April 27, 2022.





December 9, 2021

To whom it may concern:

We wish to annex the property at 5470 Old Hwy 60, Paducah, KY 42001. We wish to have this property rezoned to HBZ. This letter is from K. Douglas Wall with D&E Properties, the landlord.

Sincerely,

A handwritten signature in black ink that reads 'K Douglas Wall'.

K. Douglas Wall

State of Tennessee  
County of Montgomery

On December 9, 2021 before me, K. Douglas Wall, Partner (name and title of officer), personally appeared K. Douglas Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Print Name

A handwritten signature in black ink that reads 'Robin M. Knight'.

(Seal)



exp - 2/13/25

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 10, 2022

Short Title: Approval of Contract for S. 25th St Improvement Project with Central Paving Co. in the amount of \$1,878,792.30 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

**Background Information:** Summary: Approving a construction contract with Central Paving Co. consisting of the reconstruction of pavement, the construction of a storm sewer system, and water line relocation along S. 25th Street from Jackson Street to Alabama Street. Also, included is the installation of sidewalks on the west side of S. 25th Street.

Background: On November 26, 2019, the Paducah Board of Commissioners adopted Municipal Order #2306 approving a Memorandum of Agreement with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for a grant in the amount of \$650,000.00 for the S. 25th St. Improvement Project.

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

On April 27, 2022, the Engineering Department opened sealed bids for the S. 25th St. Improvement Project. BFW Engineering & Testing performed bid evaluation and recommended Central Paving Co. as submitting the lowest responsive bid at \$1,878,792.30. Two (2) bids were received as follows:

- (1) Central Paving Co: \$1,878,792.30
- (2) Jim Smith Contracting: \$2,161,800.94

In order to fully fund the project, the Finance Director is authorized to transfer \$1.4M from the ARPA Project Fund into the S. 25th Improvement Project Account (ST0040).

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

If yes, please list the Commission Priority: Stormwater

Communications Plan: Work with the Communications Manager for Public Service Announcements and social media posts.

Work with Paducah Housing Authority to notify residents of Elmwood Court of potential impacts.

Work with other impacted groups including PATS and Paducah Independent Schools.

Funds Available: Account Name: S 25th Improvement Project

Account Number: ST0040

**Staff Recommendation:** To receive and file the bids and adopt an ordinance authorizing the Mayor to execute a contract with Central Paving Co. in the amount of \$1,878,792.30 for the S. 25th St. Improvement Project and authorizing the Finance Director to transfer \$1.4M from the ARPA Project Fund into the S. 25th St Project Fund (ST0040)

**Attachments:**

1. MO agree- Central Paving Co South 25th Street Project - 2022
2. 00500 - Agreement S 25th St
3. S 25th Street Improvement Project - Bid Tabulation
4. S 25th St\_legal ad affidavit

**ORDINANCE NO. 2022-05-\_\_\_\_\_**

AN ORDINANCE ACCEPTING THE BID OF CENTRAL PAVING COMPANY IN THE AMOUNT OF \$1,878,792.30 FOR PAVEMENT RECONSTRUCTION, CONSTRUCTION OF A STORM SEWER SYSTEM, AND WATER LINE RELOCATION FOR THE SOUTH 25<sup>TH</sup> STREET IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.4 MILLION FROM THE ARPA PROJECT FUND INTO THE SOUTH 25<sup>TH</sup> STREET PROJECT ACCOUNT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Central Paving Company in the amount of \$1,878,792.30 for pavement reconstruction, construction of a storm sewer system, and water line relocation for the South 25th Street Improvement Project. BFW Engineering & Testing performed bid evaluation and recommended Central Paving Company as submitting the lowest responsive bid, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Central Paving Company of April 27, 2022.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Central Paving Company for the South 25th Street Improvement Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. That the Finance Director is hereby authorized and instructed to transfer \$1.4 Million from the ARPA Project Fund into the South 25<sup>th</sup> Street Project Account (ST0040). The expenditure, authorized by Section 1 above, shall be charged to South 25<sup>th</sup> Street Project Account (ST0040).

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

---

George Bray, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

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

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

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

Published by The Paducah Sun, \_\_\_\_\_

\ord\eng\agree- Central Paving Co South 25<sup>th</sup> Street Project - 2022



**CITY OF PADUCAH, KENTUCKY  
ENGINEERING DEPARTMENT**

**AGREEMENT FOR S. 25<sup>th</sup> ST. IMPROVEMENT PROJECT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **COFFEY CONSTRUCTION CO**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **S. 25<sup>th</sup> ST. IMPROVEMENT PROJECT**. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

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

**ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within One Hundred-Eighty (180)** consecutive calendar days thereafter.

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

**ARTICLE 3. THE CONTRACT SUM**

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **One million, Eight Hundred, Seventy-Eight Thousand, Seven Hundred Ninety-Two Dollars and Thirty Cents (\$1,879,792.30)** as quoted in the Bid Proposal by the Contractor dated **April 27, 2022** which shall constitute full compensation for the work and services authorized herein.

**ARTICLE 4. PROGRESS PAYMENTS**

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

**ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT**

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

**ARTICLE 6. GOVERNING LAW**

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further

agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

**ARTICLE 7. THE CONTRACT DOCUMENTS**

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

IN WITNESS WHEREOF:

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

**CONTRACTOR**

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF PADUCAH, KENTUCKY**

BY \_\_\_\_\_  
George Bray, Mayor

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



## Affidavit of Publication

STATE OF KY }  
COUNTY OF MCCracken } SS

Patricia Ware, being duly sworn, says:

That she is Accounting Clerk of the Paducah Sun, a daily newspaper of general circulation, printed and published in Paducah, McCracken County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 02, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

*Patricia Ware*

Accounting Clerk

Subscribed to and sworn to me this 2nd day of April 2022.

*Tina Scott*

Tina Scott, Notary Public, McCracken County, KY

My commission expires: July 10, 2022



00000556 70330781

CITY OF PADUCAH  
PO BOX 2267  
PADUCAH, KY 42002-2307

CITY OF PADUCAH, KY  
ADVERTISEMENT FOR BIDS

### RECEIPT OF PROPOSALS

The City of Paducah, Engineering Department will receive sealed bids for the "S. 25th STREET IMPROVEMENT PROJECT" on Wednesday, April 27, 2022, at 2:00 p.m. CDT. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. A MANDATORY PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Wednesday, April 13, 2022, at 2:00 p.m. CDT.

### PROJECT DESCRIPTION

This project will consist of the reconstruction of pavement, the construction of a storm sewer system, and water line relocation along S. 25th Street from Jackson Street to Alabama Street. Also, included is the installation of sidewalks on the west side of S. 25th Street. All work will be completed in full accordance with the Specifications and Plans. This Project is funded by Kentucky Transportation Discretionary funds, as well as American Rescue Plan Act funding, and will require the Contractor and all Sub-Contractors to strictly comply with appropriate Federal, State and local laws and regulations as required.

### OBTAINING CONTRACT DOCUMENTS

Copies of Plans and Specifications may be obtained at:

Paducah Blueprint & Supply Co., Inc.  
999 Broadway, Paducah, Kentucky 42001  
270-444-6171 or 800-423-6479  
<http://www.padblueprint.com>

There is a Non-Refundable Deposit of \$100.00 required per set.

An electronic copy of the plans may be obtained upon payment as required by Paducah Blueprint.

Plans and specifications can be viewed and are on file at the following locations:

City of Paducah  
Engineering Department  
City Hall, 300 S 5th St  
Paducah, KY 42003

AGC of Western Kentucky  
2201 McCracken Blvd  
Paducah, KY 42001

### BID SECURITY

A satisfactory Bid Bond executed by the bidder or a certified bank cashier's check in an amount equal to five percent (5%) of the bid shall be submitted with each bid. No other forms of security will be accepted. Failure to submit a bid bond or certified bank cashier's check will result in disqualification of the bid. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

### CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed within One Hundred Eighty (180) consecutive calendar days for the Bid. Every calendar day, except as provided herein, shall be counted as a working day.

### FEDERAL CONSTRUCTION REQUIREMENTS

This Project is funded by Federal Funds and will require the Contractor and all Sub-

**CITY OF PADUCAH, KY  
ADVERTISEMENT FOR BIDS**

**RECEIPT OF PROPOSALS**

The City of Paducah, Engineering Department will receive sealed bids for the "S. 25th STREET IMPROVEMENT PROJECT" on Wednesday, April 27, 2022, at 2:00 p.m. CDT. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah,

Kentucky. A MANDATORY PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Wednesday, April 13, 2022, at 2:00 p.m. CDT.

**PROJECT DESCRIPTION**

This project will consist of the reconstruction of pavement, the construction of a storm sewer system, and water line relocation along S. 25th Street from Jackson Street to Alabama Street. Also, included is the installation of sidewalks on the west side of S. 25th Street. All work will be completed in full accordance with the Specifications and Plans. This Project is funded by Kentucky Transportation Discretionary funds, as well as American Rescue Plan Act funding, and will require the Contractor and all Sub-Contractors to strictly comply with appropriate Federal, State and local laws and regulations as required.

**OBTAINING CONTRACT DOCUMENTS**

Copies of Plans and Specifications may be obtained at:

Paducah Blueprint & Supply Co., Inc.  
999 Broadway, Paducah, Kentucky 42001  
270-444-6171 or 800-423-6479  
<http://www.padblueprint.com>

There is a Non-Refundable Deposit of \$100.00 required per set.

An electronic copy of the plans may be obtained upon payment as required by Paducah Blueprint.

Plans and specifications can be viewed and are on file at the following locations:

City of Paducah  
Engineering Department  
City Hall, 300 S 5th St  
Paducah, KY 42003

AGC of Western Kentucky  
2201 McCracken Blvd  
Paducah, KY 42001

**BID SECURITY**

A satisfactory Bid Bond executed by the bidder or a certified bank cashier's check in an amount equal to five percent (5%) of the bid shall be submitted with each bid. No other forms of security will be accepted. Failure to submit a bid bond or certified bank cashier's check will result in disqualification of the bid. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the under-

**CONTRACT TIME**

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed within One Hundred Eighty (180) consecutive calendar days for the Bid. Every calendar day, except as provided herein, shall be counted as a working day.

**FEDERAL CONSTRUCTION REQUIREMENTS**

This Project is funded by Federal Funds and will require the Contractor and all Sub-Contractors employed by the Contractor to strictly and fully comply with all Federal laws and regulations identified within the Specifications. Failure to comply with these provisions during the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts.

**EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall ensure that employees and applicants

for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

**KYTC PREQUALIFICATION REQUIREMENTS**

The Contractor and Subcontractors shall be Prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the time of Bid Opening. A copy of the Certificate of Eligibility for the Bidder and all proposed Sub-Contractor's shall be included with the Bid Proposal for proof of Qualification.

**PREVAILING WAGE RATES REQUIREMENTS**

Davis-Bacon Federal Prevailing Rates DO NOT apply to this contract.

**DRUG FREE WORKPLACE**

The City of Paducah has adopted a Drug and Alcohol-Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

**OWNER'S RIGHTS RESERVED**

No bid shall be withdrawn for a period of Sixty (60) days subsequent to opening of the bids. Bids will be awarded to the responsive and responsible bidder who submits the lowest evaluated bid price in accordance with the specifications. The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

**SMALL, MINORITY AND WOMEN OWNED BUSINESSES**

Small and Minority owned busi-

nesses and Women's Business Enterprises are encouraged to bid on the project. The prime contractor must take the affirmative steps outlined in 2 CFR 200.321 when awarding subcontracts.

This advertisement was paid for by the City of Paducah using taxpayer dollars in the amount of \$814.06.

with the Kentucky  
ility at the time of Bid  
der and all proposed Sub-  
roof of Qualification.

this contract.

ee Workplace Policy in  
hol use and abuse in the  
rs doing business for the

subsequent to opening of  
possible bidder who submits  
ecifications. The City  
e with the City of Paducah's

ES  
usiness Enterprises are  
must take the affirmative  
tracts.

using taxpayer dollars in the