



**CITY COMMISSION MEETING
AGENDA FOR JULY 25, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTION GIS Specialist Dallas McKinney

PRESENTATION Duke of Paducah Award for Beau Dodson

PRESENTATION Junior Duke Award for Barrett Seaton

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for the July 11, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Jinny McCormick to the Tree Advisory Board
	D.	Personnel Actions
	E.	Accept the Bid and authorize the Mayor to execute a contract with Rightway Janitorial Services, LLC for Custodial Services for public restroom facilities in City Parks in the base bid amount of \$39,500 plus unit pricing for additional requested services as necessary - A. CLARK
	F.	Authorize a Contract with Valley Contracting Services, LLC for the Probation & Parole Office Building construction in an amount of \$111,400 - C. YARBER
	G.	Purchase of One (1) Pac Mac MiniPacker for use by Public Works Refuse Department in an amount of \$192,557 - C. YARBER

		H.	Purchase Eight (8) Police Pursuit Rates SUV's for the Police Department in an amount of \$432,646 - C. YARBER
		I.	Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Worker's Compensation Trust - S. WILCOX
		J.	Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - S. WILCOX
		K.	Authorize the Application and Acceptance for the 2023-24 Edward Byrne Justice Assistance Grant Program for \$11,554 - B. LAIRD
		L.	Approve a Contract Extension for Endpoint Detection and Response services through Kroll, Inc. in the Amount of \$158 Per Endpoint - E. STUBER
	II.	<u>BOARD APPOINTMENTS</u>	
		A.	Appointment of Jana Dawson, Robert Hernandez, Christa Dubrock, Irhonda Lovelace, Kimberly Yates, Dann Patterson and Anthony Walton to the Paducah Human Rights Commission
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve Contract For Services with Paducah Transit Authority in the amount of \$215,000 - D. JORDAN
		B.	Approve Contract For Services with Greater Paducah Economic Development Council (GPEDC) in the amount of \$250,000 - D. JORDAN
		C.	Authorize Payment to the Paducah McCracken County Convention Center in an amount of \$40,736.23 for services related to the Dome Pavillion - M. SMOLEN
		D.	Authorize a Contract Modification for the Pickleball Courts to extend the Contract to accommodate manufacturing delays - A. CLARK
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Authorize the Closing of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle - R. MURPHY
		B.	Approve Contract Modification to Construction Contract with Pace Contracting, LLC. for the Paducah Floodwall Pump Station #2 Project in the amount of (\$10,000.00) - R. MURPHY
		C.	Approve Contract Modification to Construction Contract with Jim Smith Contracting, LLC. for the Buckner Lane Project in the amount of (\$74,320.00) - R. MURPHY
	V.	<u>DISCUSSION</u>	

		A.	911 Upgrade Discussion - G. BRAY
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

July 11, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 11, 2023, 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, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Smith led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR'S REMARKS

Communications Manager Pam Spencer provided the following Summary:

“Mayor George Bray updated the Board on the City Block Project. Contractor, Ray Black & Son is moving forward with the parking and public amenities on the site. This is the downtown block bounded by Broadway, Water Street, Jefferson, and North 2nd Street. The expectation is that the parking and public amenities could open to the public in late September to early October. Mayor Bray said Weyland Ventures is working with the hotel contractor and hopes to start construction on the hotel foundation later this summer. The contractor has been working through foundation construction decisions and a difficulty in securing subcontractors. Mayor Bray reiterated that the project is moving forward and that these types of issues are common with construction projects of this size.”

CONSENT AGENDA

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

I(A)	Approve Minutes for the June 27, 2023, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minutes File:</u> 1. Petition For De-Annexation and Response – 1100 Stonebrook Drive – Former Spouse Abuse Center – Merryman House Property <u>Contract File:</u> 1. Contract For Custodial Services – Amendment – Rightway Janitorial Services – signed by Amie Clark, Parks and Recreation Director 2. Contract with 911 Fleet and Fire Equipment - \$42,540 – Bailout Kits and Harnesses for Fire Department – MO #2746 <u>Financials File:</u> 1. Paducah Water Works – Month ended May 31, 2023

July 11, 2023

	<u>Bids File:</u> 1. 911 Fleet and Fire Equipment - \$42,540 – Bailout Kids and Harnesses for Fire Department – MO #2746
I(C)	Reappointment of Melissa Yates and Bruce Brockenborough to Forest Hills Village Board. Said terms shall expire June 27, 2028.
I(D)	Reappointment of Edward Narozniak to the Municipal Housing Commission. Said term shall expire July 27, 2027.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH MR. GEORGE SULLIVAN FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2757, BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A U. S. DEPARTMENT OF JUSTICE (DOJ) BULLETPROOF VEST GRANT PROGRAM IN THE AMOUNT OF \$6,795 FOR THE PURCHASE OF 18 BODY ARMOR VESTS, ACCEPTING ANY GRANT FUNDS AWARDED BY THE U. S. DEPARTMENT OF JUSTICE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2758, BK 13)
I(H)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS FOR A CYBERSECURITY GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF \$12,474 TO ESTABLISH A CYBERSECURITY GOVERNANCE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME (MO #2759, BK 13)

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

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

MUNICIPAL ORDERS

AUTHORIZE CONTRACT MODIFICATIONS IN THE AMOUNT OF \$51,108.15 FOR THE ROBERT CHERRY CIVIC CENTER

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR ADDITIONAL ITEMS AND EQUIPMENT IN THE AMOUNT OF \$51,108.15, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

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Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(MO #2760, BK 13)**

AUTHORIZE AN INTENT TO AWARD LETTER TO COMMUNICATIONS INTERNATIONAL – PADUCAH/McCRACKEN COUNTY PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM PROJECT

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR, ALONG WITH THE MCCRACKEN COUNTY JUDGE EXECUTIVE, TO ISSUE AN INTENT TO AWARD LETTER TO COMMUNICATIONS INTERNATIONAL, INC. FOR THE PADUCAH AND MCCRACKEN COUNTY PUBLIC RADIO COMMUNICATION SYSTEM UPGRADE PROJECT AND AUTHORIZING THE CITY MANAGER TO BEGIN CONVERSATIONS WITH COMMUNICATIONS INTERNATIONAL, INC. TO DEVELOP A MASTER CONTRACT FOR THE PROJECT.”

PUBLIC COMMENT: Michael Skalitzky of Motorola Solutions made comments regarding the awarding of the contract to Communications International.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(MO #2761, BK 13)**

ORDINANCE ADOPTION

AUTHORIZE CLOSING OF 33,517 SQUARE FEET OF OLD COLEMAN ROAD BETWEEN 3200, 3204 & 3226 COLEMAN ROAD

Commissioner Wilson offered motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,517 SQUARE FEET OF OLD COLEMAN ROAD BETWEEN 3200, 3204 AND 3226 COLEMAN ROAD AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of 33,517 square feet of Old Coleman Road between 3200, 3204 and 3226 Coleman Road, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-07-8784, BK 36)**

AMEND CODE OF ORDINANCES SECTION 6-62 RELATED TO THE ENTERTAINMENT DESTINATION CENTER

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 6, ARTICLE III ENTERTAINMENT DESTINATION CENTER (EDC), OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows:

July 11, 2023

This Ordinance amends Section 6-62 *Regulations* of the Code of Ordinances of the City of Paducah to allow businesses located within or sharing a boundary with the Entertainment Destination Center (“EDC”) to request permission from the City of Paducah to allow customers to possess and drink alcoholic beverages on said business premises that were purchased from a participating EDC vendor in the authorized EDC branded cup.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-07-8785, BK 36)**

DISCUSSIONS

Communications Manager Pam Spencer provided the following summaries:

Grants Update

“City of Paducah Grants Administrator Hope Reasons provided an update of grants activity. Currently, the City is managing \$19.1 million in grant funding. In Fiscal Year 2022-2023 the City submitted 23 grant applications. So far, 13 of those grants have been awarded. Notifications about eight of those grants are pending. A few of the recent grant awards Reasons highlighted included the recent visit by Governor Andy Beshear to present Land and Water Conservation funds for the playground at Keiler Park and household hazardous waste funds to support the annual City-County Spring Clean Up Day. Reasons added the City has awarded a total of \$173,000 to 16 local organizations through the City’s Grant-in-Aid funding process. That program opens in February with a March deadline.”

911 Upgrade Update

“Mayor Bray and City Manager Daron Jordan also said that the City and County have been discussing how to fund 911. They recently met with the county administrator for Kenton County which has assessed a parcel fee, a fee assessed on property tax bills. Mayor Bray says the City and County are interested in learning more about a parcel fee.”

Parks Advisory Committee

“At the June 13 Commission Meeting, Mayor Bray said that he, City Manager Daron Jordan and Parks & Recreation Director Amie Clark had met to discuss developing a parks advisory board. At this meeting, Clark provided three structure options.

1. One option is a policy-making board that would have decision-making power regarding the operation and management of parks and recreational programs. In Kentucky, Georgetown/Scott County has a similar board.
2. Another option is a foundation or a Friends of the Parks Board that would lead fundraising options. Shelbyville/Shelby County has this type of option.
3. The third option, which is recommended by Paducah’s Parks and Recreation Department, is an advisory committee. This group of citizens would serve in an advisory role to make recommendations. Communities in Kentucky with advisory committees include Owensboro, Daviess County, Henderson, and Shelbyville.

Clark explained that an advisory committee could collect public input and communicate with the department, City Manager, and City Commission, help set goals and plans for future park projects, assist with development partnerships, and assist in promoting policies and initiatives. Clark mentioned that the challenges would be keeping the board members engaged and determining funding for recommended projects.”

July 11, 2023

Members of the City Commission voiced their support in gathering public feedback. Mayor Bray said the City Commission will consider the structure options, but no decision was made at this meeting.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- Conduct a performance review of the City Manager as permitted by KRS 83A.150(4)(d)

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

RECONVENE IN OPEN SESSION

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

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

MOTION

PROPERTY AT 2301 MCCRACKEN BOULEVARD

Commissioner Wilson offered motion, seconded by Commissioner Smith, that the Board of Commissioners authorize the City Manager to work with the McCracken County Fiscal Court and GPED to facilitate the marketing and sale of the former Teletech property located at 2301 McCracken Boulevard.

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

ADJOURN

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the meeting be adjourned.

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

TIME ADJOURNED: 6:23 p.m.

ADOPTED: July 25, 2023

July 11, 2023

George P. Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

July 25, 2023

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed - City of Paducah and Paducah Alliance of Neighbors, Inc. – MO #2748

Contract File:

1. Request For Disbursement – Rockport Bridge – MO #2724
2. Memorandum of Understanding – Annexation Incentives – 252 Locust Avenue
MO #2757
3. Remote Worker Recruiting Contract with Make My Move - \$20,000 – signed by Mayor

CITY OF PADUCAH
July 25, 2023

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

7/20/2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 25, 2023**

NEW HIRES - FULL-TIME (F/T)					
<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Patnaude, Travis A.	Solid Waste Truck Driver	\$22.32/hr	NCS	Non-Ex	August 10, 2023
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)					
<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Talbert, Alyssa R.	Recreation Leader - Camp Counselor \$12.00/hr	Recreation Leader - Camp Coordinator \$14.00/hr	NCS	Non-Ex	July 11, 2023
<u>POLICE</u>					
Boulton, Jon K.	Equipment Specialist \$15.00/hr	Equipment Specialist \$15.45/hr	NCS	Non-Ex	June 30, 2022
Boulton, Jon K.	Equipment Specialist \$15.45/hr	Equipment Specialist \$16.38/hr	NCS	Non-Ex	June 29, 2023
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)					
<u>ADMINISTRATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Reason, Hope A.	Grants Administrator \$26.14/hr	Grants Administrator \$26.66/hr	NCS	Ex	June 1, 2023
Reason, Hope A.	Grants Administrator \$26.66/hr	Grants Administrator \$28.26/hr	NCS	Ex	June 29, 2023
Spencer, Pamela S.	Communications Manager \$42.03/hr	Communications Manager \$43.29/hr	NCS	Ex	June 1, 2023
Spencer, Pamela S.	Communications Manager \$43.29/hr	Communications Manager \$45.89/hr	NCS	Ex	June 29, 2023
<u>CUSTOMER EXPERIENCE</u>					
Parish, Lindsay R.	City Clerk / Customer Experience Director \$44.35/hr	City Clerk / Customer Experience Director \$45.68/hr	NCS	Ex	June 1, 2023
Parish, Lindsay R.	City Clerk / Customer Experience Director \$45.68/hr	City Clerk / Customer Experience Director \$48.42/hr	NCS	Ex	June 29, 2023
<u>ENGINEERING</u>					
Murphy, Richard	City Engineer \$71.93/hr	City Engineer \$74.09/hr	NCS	Ex	June 1, 2023
Murphy, Richard	City Engineer \$74.09/hr	City Engineer \$78.54/hr	NCS	Ex	June 29, 2023
<u>Public Works</u>					
Canter, Thomas J.	Fleet Supervisor \$29.56/hr	Fleet Supervisor \$30.45/hr	NCS	Ex	May 18, 2023
Canter, Thomas J.	Fleet Supervisor \$30.45/hr	Fleet Supervisor \$32.28/hr	NCS	Ex	June 29, 2023
TERMINATIONS - FULL-TIME (F/T)					
<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>		
Hall, Steven K.	Firefighter Appointee	Resignation	July 18, 2023		
Hendley, Preston R.	Captain	Retirement	July 31, 2023		
<u>PARKS & RECREATION</u>					
Askew, Makel R.	Parks Maintenance Laborer	Termination	July 14, 2023		

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Accept the Bid and authorize the Mayor to execute a contract with Rightway Janitorial Services, LLC for Custodial Services for public restroom facilities in City Parks in the base bid amount of \$39,500 plus unit pricing for additional requested services as necessary - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On May 9, 2023, the Board of Commissioners approved the Parks and Recreation Department to issue a Request for Proposals for custodial services for restroom facilities located in City Parks.

On June 13, 2023 an RFP was issued and proposals were received on June 21. Two (2) proposals were received and reviewed. Rightway Janitorial Services, LLC has been selected as low bid for a base price of \$39,500.00, with additional unit pricing for requested services at the following rates:

- Arts and Crafts Building: \$50 per requested service
- Anna Baumer Building: \$65 per requested service
- City Sponsored Community Events: \$60 per hour

This contract will be effective from August 1, 2023 - June 30, 2024.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Operations

Account Number: 10002402-523070

Staff Recommendation: Approve

Attachments:

1. MO custodial services parks – Rightway 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF RIGHTWAY JANITORIAL SERVICES, LLC IN THE BASE BID AMOUNT OF \$39,500 FOR CUSTODIAL SERVICES FOR PUBLIC RESTROOM FACILITIES IN PARKS PLUS UNIT PRICING PER SERVICE FOR THE ARTS AND CRAFTS BUILDING, ANNA BAUMER BUILDING, AND CITY SPONSORED COMMUNITY EVENTS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Rightway Janitorial Services, LLC in the base amount of \$39,500, for custodial services for public restroom facilities in City of Paducah parks, with additional services at unit pricing as follows:

- Arts and Crafts Building: \$50 per requested service
- Anna Baumer Building: \$65 per requested service
- City Sponsored Community Events: \$60 per hour

Said being in substantial compliance with the bid specifications, and as contained in the bid of Rightway Janitorial Services, LLC of June 21, 2023.

SECTION 2. The Mayor is hereby authorized to execute a contract with Rightway Janitorial Services, LLC, for custodial services, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. This contract shall be effective from August 1, 2023 to June 30, 2024.

SECTION 3. This purchase shall be charged to Account Number 1000-2402-523070.

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, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023
\\mo\custodial services parks – Rightway 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Authorize a Contract with Valley Contracting Services, LLC for the Probation & Parole Office Building construction in an amount of \$111,400 - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Ferrell, Marcey Simmons

Presentation By: Chris Yarber

Background Information: On June 2, 2023, sealed bids were opened for the Probation & Parole Office Building construction. One bid was received from Valley Contracting Services LLC, with a responsive evaluated bid in accordance with the specifications, at a price of \$111,400.00.

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

If yes, please list the Commission Priority: Facilities

Communications Plan:

Funds Available: Account Name: Probation & Parole Building Reno

Account Number: PF0085

Staff Recommendation: Authorize a Municipal Order allowing the Mayor to authorize a contract with Valley Contracting Services LLC for the Probation & Parole Office Building construction in accordance with the plans, specifications and other contract documents at the price of \$111,400.00

Attachments:

1. MO Contract - Valley Contracting – Probation and Parole Office
2. VSC Signed AIA Contract - 23.0721
3. Valley Contracting Services LLC - bid

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF VALLEY CONTRACTING SERVICES, LLC FOR THE PROBATION & PAROLE OFFICE BUILDING RENOVATION IN AN AMOUNT OF \$111,400, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Valley Contracting Services, LLC, in the amount of \$111,400.00 for the Probation & Parole Office Building construction, said being in substantial compliance with the bid specifications, and as contained in the bid of Valley Contracting Services LLC of June 2, 2023.

SECTION 2. The Mayor is hereby authorized to execute a contract with Valley Contracting Services, LLC, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Probation & Parole Building Reno Account Number PF0085.

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, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023
\\mo\contract - Valley Contracting – Probation and Parole Office

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 21st day of July in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Paducah
300 South 5th Street
Paducah, KY 42003

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

Valley Contracting Services LLC
4072 US Highway 62
Calvert City, KY 42029

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

Renovation for McCracken CO. Probation/Parole
400 S 6th Street
Paducah, KY 42003

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

i5 design group, inc
Justin Neilson, AIA & M. Chad Beyer, CID
401 Broadway
Paducah, KY 42001

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
i-0.0	COVER SHEET	09/01/2022
i-0.1	GENERAL NOTES	09/01/2022
i-0.2	GN CONTINUED	09/01/2022
D-1.0	DEMOLITION PLAN	09/01/2022
LS-1.0	LIFE SAFETY PLAN	09/01/2022
i-1.0	FIRST FLOOR	09/01/2022
i-1.1	FIRST FLOOR RCP	09/01/2022
M-1.0	HVAC DEMOLITION PLAN	08/31/22
M-1.1	HVAC PLAN	08/31/22
M-2.0	HVAC DETAILS AND NOTES	08/31/22
D-1.0	PARTIAL DEMO PLAN	09/01/22
	ELECTRICAL LEAD SHEET	09/01/22

Init.

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User Notes:

(1702522995)

E-1.1		09/01/22
E-1.2	ELECTRICAL DETAILS	09/01/22
E-2.1	ONE-LINE DIAGRAM L P	09/01/22
E-3.1	LIGHTING PLAN	09/01/22
E-4.1	POWER PLAN	09/01/22

Specifications:

Section	Title	Pages
Included in Drawings		

- .3** addenda prepared by the Architect as follows:
- | Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

- .4** written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

- .5** other documents, if any, identified as follows:

PROJECT MANUAL Pages 1-27

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

7/25/2023

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

☒ Not later than One Hundred Twenty (120) calendar days from the date of commencement.

☐ By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$ 111,400.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Construction Cost	\$89,384.00
OH	\$5,570.00
Bond	\$3,078.00
Profit	\$13,368.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.	
§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.	
§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.	
§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.	

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work
The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents
Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice
Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for

whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

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§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the

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list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Evan Owen, Member

(Printed name and title)

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Purchase of One (1) Pac Mac MiniPacker for use by Public Works Refuse Department in an amount of \$192,557 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On May 30, 2023, received a quote from Tag Truck Center for One (1) Pac Mac MiniPacker. A 2024 M2 106 Pac Mac MniPacker for use by the Public Works Refuse Department at the price of \$192,557.00 on state contract KY MA 605 2000000447.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Solid Waste Vehicles

Account Number: 50002209 540050

Staff Recommendation: Approve a municipal order to purchase One (1) 2024 M2 106 Pac Mac MniPacker for use by the Public Works Refuse Department at the price of \$192,557.00 from Tag Truck Center on state contract KY MA 605 2000000447.

Attachments:

1. MO Tag Truck Center – minipacker PW 2023
2. TAG quote _mini packer
3. Specifications _ 1
4. Specifications _ 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO
MAKE PAYMENT TO TAG TRUCK CENTER FOR THE PURCHASE ONE
(1) 2024 M2 106 PAC MAC MINIPACKER IN THE AMOUNT OF \$192,557,
FOR USE BY THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Paducah received a quote from Tag Truck Center for a
2024 M2 106 Pac Mac MiniPacker in the amount of \$192,557; and

WHEREAS, said equipment is available through the Kentucky Master Agreement
NO. 605-2000000447, and therefore competitive bidding is not required.

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

SECTION 1. The Finance Director is hereby authorized to make payment to
TAG Truck Center in the amount of \$192,557 for the purchase of one (1) 2024 M2 106 Pac Mac
MiniPacker.

SECTION 2. This expenditure shall be charged to Solid Waste Vehicles
Account No. 50002209 540050.

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, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023
MO\Tag Truck Center – minipacker PW 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Purchase Eight (8) Police Pursuit Rates SUV's for the Police Department in an amount of \$432,646 - **C. YARBER**

Category: Municipal Order

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

Background Information: On July 6, 2023, sealed written bids were opened for the purchase of Eight (8) Police Pursuit Rated SUV's to be used by the Police Department. The lowest evaluated bid was received from Linwood Motors containing one (1) Detective SUV at \$47,743.00, six (6) Patrol SUV's at \$54,360.00 each and one (1) K9 SUV at \$58,743.00 for a total price of \$432,646.00 per specifications and bid packet. The delivery time will be 180-240 days after contract execution.

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

Communications Plan:

Funds Available: Account Name: Fleet Lease Vehicles

Account Number: 71000210 540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute an agreement with Linwood Motors for the purchase of eight (8) Police Pursuit Rated SUV's for use by the Police Department in the total amount of \$432,646.00 per specifications and bid packet.

Attachments:

1. MO police SUV's 7-2023
2. Linwood bid - 8 police pursuit rated suvs
3. Bid Tab - Eight (8) Police Pursuit - Police
4. 00020 - Invitation to Bid
5. Proposed Agreement
6. Spec Pick Up List

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH EIGHT (8) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$432,646, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for one (1) detective SUV at \$47,743, six (6) patrol SUV's at \$54,360 each, and one (1) K9 SUV at \$58,743, for a total price of \$432,646, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of July 6, 2023.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of a total of eight (8) Police Pursuit Rated SUV's, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Fleet Lease Vehicles Account No. 71000210-540050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023
MO\police SUV's 7-2023

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE EIGHT (8) POLICE PURSUIT RATED SUV's

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **EIGHT (8) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated **July 6, 2023** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **180-240** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Four Hundred Thirty Two Thousand, Six Hundred Forty Six dollars (\$432,646.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities
Worker's Compensation Trust - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information:

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

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO agree –Trust Partnership Agreement - KLC Workers Compensation 2023
2. FY24 Work Comp Trust Agreement

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY

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

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023

\\mo\ agree –Trust Partnership Agreement - KLC Workers Compensation 2023

City of Paducah

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS.

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

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

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

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

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

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

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

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

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

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

the participating members.

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

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

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

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

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

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

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

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

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

MEMBER/CITY/AGENCY # 5429

BY: Susan Barto
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2023

DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

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

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

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

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

Attachments:

1. MO agree – Declaration of Trust & Trust Participation – General Ins. KLC 2023
2. FY24 General Insurance Trust Agreement

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

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

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, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023

\mo\ agree – Declaration of Trust & Trust Participation – General Ins. KLC 2023

City of Paducah

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. USE OF TRUST ASSETS. All assets of the Trust shall be the property of the participating members. No assets of the Trust shall be appropriated for any purpose other than the following: the payment of covered claims and losses; the payment of all reasonable and lawful expenses of the Trust; the establishment and maintenance of reasonable reserves; the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued or other debt which may be incurred to fund the operations of the Trust; and the distribution of surplus assets to eligible Trust members in accordance with Section 9 of this Trust Agreement.

SECTION 9. CALCULATION AND DISTRIBUTION OF SURPLUS TRUST ASSETS.

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

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

B. The distributable surplus Trust assets for any fiscal year shall be those Trust assets remaining after:

- (I) payment has been made for all claims, losses and expenses, including principal, interest and premium, if any, on any outstanding revenue bonds or other debt, due and payable in that fiscal year;
- (II) reasonable reserves have been established for claims previously occurring and reported, and expenses associated therewith;
- (III) reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith;
- (IV) reasonable reserves have been established to secure the payment of the principal of, premium, if any, and interest on any revenue bonds or other debt which may be outstanding;
- (V) reasonable reserves have been established for future adverse loss deviation and expenses associated therewith; and
- (VI) reasonable reserves have been established to cover bad debts, unless waived by the Commissioner of the Kentucky Department of Insurance.

C. The Board shall calculate each participating member's proportionate share of surplus Trust assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the trust was created. The formula may include any factors which, in the discretion of the Board, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experiences; individual

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

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

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

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

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

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

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

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

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

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

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

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

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

secure payment of or to pay any claim or loss, the Trust may assign its rights to subrogation to the financial institution which issued the line of credit, letter of credit or other funding facility.

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

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

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

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

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

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

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

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

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

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

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

5429
MEMBER/CITY/AGENCY #

BY: Susan Barto
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2023

DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Authorize the Application and Acceptance for the 2023-24 Edward Byrne Justice Assistance Grant Program for \$11,554 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Joseph
Hayes, Hope Reasons
Presentation By: Brian
Laird

Background Information: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2023 JAG Program Local Solicitation. JAG awards are based on a statutory formula and do not require a local match.

The Paducah Police Department is requesting \$11,554 for four in-car radar and five handheld radar speed measuring devices. This request is based upon community feedback from local neighborhood meetings that speeding is a primary concern in multiple areas of the City.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the Edward Byrne Justice Assistance Grant and for the Mayor to sign all documents related to same.

Attachments:

1. MO app and award– 2023-2024 Justice Assistance Edward Byrne JAG

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN A 2023-2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,554, TO BE USED BY THE PADUCAH POLICE DEPARTMENT TO PURCHASE RADAR SPEED MEASURING DEVICES, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. The City of Paducah hereby approves the execution of a grant application to obtain a 2023-2024 Edward Byrne Memorial Justice Assistance Grant, through the U.S. Department of Justice, in the amount of \$11,554, to be used by the Paducah Police Department to purchase radar speed measuring devices. This grant does not require a local cash match.

SECTION 2. That the City of Paducah accepts all grant funds awarded through the U.S. Department of Justice.

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, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023
\\mo\grants\app and award- 2023-2024 Justice Assistance Edward Byrne JAG

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Approve a Contract Extension for Endpoint Detection and Response services through Kroll, Inc. in the Amount of \$158 Per Endpoint - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: In 2020, the City of Paducah approved Ordinance 2020-04-8635 to enter into an agreement with Kroll for professional services related to endpoint detection and response services. This service monitors all computer endpoints on the City of Paducah's network for malicious activity and, if found, responds by removing the software or isolating the endpoint from the network to prevent infection of other endpoints. This service is vital in our defense against malware and ransomware.

The City now wishes to extend the contract for an additional 3-year term (initial term) with the contract set to automatically renew for successive one-year periods unless either party provides written notice of termination as outlined in the contract. The cost is \$158 per endpoint. The City currently utilizes 300 endpoints for a total cost of \$47,400 annually. However, the number may fluctuate from time to time, so this Municipal Order will authorize up to 330 endpoints at the set unit price of \$158 per endpoint, plus endpoint overages as outlined in the contract.

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

Communications Plan:

Funds Available: Account Name: Computer Software Maintenance

Account Number: 1000-10000501-522020

Staff Recommendation: Approval.

Attachments:

1. MO contract- Kroll Contract Extension SOW 2023
2. SOW

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING A STATEMENT OF WORK AND CONTRACT EXTENSION FOR ENDPOINT DETECTION AND RESPONSE SERVICES WITH KROLL, INC. IN THE AMOUNT OF \$158 PER ENDPOINT PLUS ENDPOINT OVERAGES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah approved Ordinance 2020-04-8635 to enter into an agreement with Kroll for professional services related to endpoint detection and response services; and

WHEREAS, the City of Paducah now wishes to enter into a contract extension and Statement of Work with Kroll; and

WHEREAS, this purchase constitutes a professional service as outlined by KRS 45A.380 and as such shall be acquired through noncompetitive negotiation.

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

SECTION 1. The Mayor is hereby authorized to execute a Contract Extension and Statement of Work with Kroll, Inc. in the unit price of \$158 per endpoint for up to 330 endpoints, plus endpoint overages as outlined in the Contract Extension/Statement of Work. Said contract will be for an initial term of three years and shall automatically renew for successive one-year periods unless either party provides written notice of termination as outlined in the Contract Extension/Statement of Work.

SECTION 2. This expenditure shall be charged to the Computer Software Maintenance Account No. 1000-0501-522020.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Approve Contract For Services with Paducah Transit Authority in the amount of \$215,000 - **D. JORDAN**

Category: Motion

Staff Work By: Claudia
Meeks, Daron Jordan
Presentation By: Daron
Jordan

Background Information: The FY2024 Budget was approved on June 13, 2023, by Ordinance No. 2023-06-8777. The Budget included payment to Paducah Transit Authority in the amount of \$215,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2024 services in the amount of \$215,000, payable in four quarterly installments of \$53,750.

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

Communications Plan:

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580080

Staff Recommendation: Approve FY2024 Contract For Services with Paducah Transit Authority in the amount of \$215,000 and authorize Mayor to execute same.

Attachments:

1. Contract For Services - Paducah Transit Authority
2. MO - Contract - Paducah Transit Authority FY2024

Attachments:

1. MO - contract-Paducah Transit Authority FY24
2. Contract For Services - Paducah Transit Authority FY2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT
OF \$215,000 FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000, to be paid in equal quarterly allocations of \$53,750, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2024.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023

\\mo\contract-Paducah Transit Authority FY24

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2023, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2024.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each, with the first being due and payable no later than September 30, 2023.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Paducah Transit Authority, will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.
- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 6: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2023.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boykin
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Approve Contract For Services with Greater Paducah Economic Development Council (GPEDC) in the amount of \$250,000 - **D. JORDAN**

Category: Motion

Staff Work By: Claudia
Meeks, Daron Jordan
Presentation By: Daron
Jordan

Background Information: The FY2024 Budget was approved on June 13, 2023, by Ordinance No. 2023-06-8777. The Budget included payment to Greater Pducah Economic Development Council (GPEDC) in the amount of \$250,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2024 services in the amount of \$250,000, payable in four quarterly installments of \$62,500.

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

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401 580800

Staff Recommendation: Approve FY2024 Contract For Services with GPEDC in the amount of \$250,000 and authorize Mayor to execute same.

Attachments:

1. Contract For Services -GPEDC
2. MO - Contract - GPEDC FY2024

Attachments:

1. MO - contract-GPEDC FY24
2. contract-GPEDC FY24

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH THE GREATER PADUCAH
ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000
FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal
quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This
contract shall become effective July 1, 2023 and expire June 30, 2024.

SECTION 2. This expenditure will be charged to the Investment Fund, Account
Number 24000401-580800.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023

\\mo\contract-GPEDC FY24

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH THE GREATER PADUCAH
ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000
FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal
quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This
contract shall become effective July 1, 2023 and expire June 30, 2024.

SECTION 2. This expenditure will be charged to the Investment Fund, Account
Number 24000401-580800.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023

\\mo\contract-GPEDC FY24

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Authorize Payment to the Paducah McCracken County Convention Center in an amount of \$40,736.23 for services related to the Dome Pavillion - **M. SMOLEN**

Category: Municipal Order

Staff Work By: Daron Jordan,
Michelle Smolen
Presentation By: Michelle
Smolen

Background Information: The Annual 2023 AQS Quilt Week took place on April 26-29, 2023. The City agreed to reimburse the Paducah McCracken Convention Center for one-half of the cost of a contracted vendor to fully set-up and dismantle the dome pavilion for the 2023 AQS Quilt Show. The Paducah-McCracken County Convention Center has now invoiced the City of Paducah for one-half of the cost in an amount of \$40,736.23. This Municipal Order authorizes the Finance Director to make payment to the Paducah-McCracken County Convention Center in an amount of \$40,736.23.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Dome Take-Down Project

Account Number: MR0092

Staff Recommendation: Approve a Municipal Order authorizes the Finance Director to make payment to the Paducah-McCracken County Convention Center in an amount of \$40,736.23 for services related to the set-up and dismantling of the Dome Pavillion for the 2023 AQS Quilt Show.

Attachments:

1. MO - Dome Pavilion Payment Convention Center AQS 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO
MAKE PAYMENT TO THE PADUCAH-MCCRACKEN COUNTY
CONVENTION CENTER IN AN AMOUNT OF \$40,736.23 FOR
SERVICES RELATED TO THE SET-UP AND DISMANTLING OF THE
DOME PAVILION FOR THE 2023 AQS QUILT SHOW

WHEREAS, the Annual 2023 AQS Quilt Week took place on April 26-29,
2023; and

WHEREAS, the City of Paducah now wishes to reimburse the Paducah
McCracken Convention Center for one-half of the cost of a contracted vendor to fully set-up
and dismantle the dome pavilion for the 2023 AQS Quilt Show.

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

SECTION 1. That the Finance Director is hereby authorized to make
payment to the Paducah-McCracken County Convention Center in an amount of \$40,736.23
for services related to setting up and dismantling the Dome Pavilion for the 2023 AQS Quilt
Show. This expenditure shall be charged to the 2023 Dome Take-Down Account Number
MR0092.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 25, 2023
Recorded by Lindsay Parish, City Clerk, July 25, 2023
MO\Dome Pavilion Payment Convention Center AQS 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Authorize a Contract Modification for the Pickleball Courts to extend the Contract to accommodate manufacturing delays - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: The Board of Commissioners approved a contract with PCC Sports for the construction of 8 pickleball courts to be located in Noble Park on April 25, 2023. Precision Construction and Contracting, LLC (aka PCC Sports) has issued a request for contract extension to accommodate manufacturing delays. PCC Sports received notification that lighting for the project is on backorder. Request authorization to amend contract for substantial completion date of August 4, 2023, with a final completion date of September 1, 2023.

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: Approval.

Attachments:

1. MO contract modification 1 – Precision Construction PCC Pickleball Courts
2. 22306_ContractExtensionRecommendation_072023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONTRACT WITH PRECISION CONSTRUCTION AND CONTRACTING, LLC TO EXTEND THE SUBSTANTIAL COMPLETION AND FINAL COMPLETION DATES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Ordinance No. 2023-04-8771, the City of Paducah authorized an Agreement with Precision Construction & Contracting, LLC (PCC Sports) for the construction of pickleball courts at Noble Park; and

WHEREAS, PCC Sports has requested a contract extension to accommodate manufacturing delays; and

WHEREAS, the City of Paducah now wishes to grant the requested contract extension.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 1 to the Contract with Precision Construction & Contracting, LLC (PCC Sports) for an extension to the Contract. The extension will allow for a substantial completion date of August 4, 2023, with a final completion date of September 1, 2023.

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, July 20, 2023
Recorded by Lindsay Parish, City Clerk, July 20, 2023
mo\contract modification 1 – Precision Construction PCC Pickleball Courts



BACON | FARMER | WORKMAN

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

July 20, 2023

Daron Jordan, City Manager
City of Paducah
300 S 5th Street
Paducah, Kentucky 42003

RE: Construction of Pickleball Courts in Noble Park – Contract Extension Recommendation

Dear Mr. Jordan:

The General Contractor, PCC Sports, has requested an extension to their existing construction agreement with the City of Paducah. The requested extension would move the date of Final Completion from August 4, 2023 to August 28, 2023 whereon the Agreement would be deemed complete in its entirety not excluding all contractual obligations to the City as outlined in the Project Manual.

BFW Engineering & Testing, Inc. recommends acceptance of the General Contractor's request at minimum.

Please find the extension request form PCC Sports attached.

Respectfully,
Bacon | Farmer | Workman Engineering & Testing, Inc.

Jonathan E. Perkins, PLA, ASLA, LEED AP
Project Landscape Architect

Attachment(s): 1

Cc: BFW File
City of Paducah

www.bfwengineers.com



Contract Extension for Nobles Park Pickleball Courts

Date: 07.20.23

Owner: City of Paducah, Department of Parks, and Recreations

PCC is asking for a contract extension due to the long lead time items in previous progress meetings. The light poles for the Nobles Park Pickleball courts have a substantial lead time of August 14th delivery. The original contract completion date is August 1st, 2023. With the long lead time on the light poles PCC is taking all measures to complete the rest of the construction for the pickleball courts. The completion of the light poles will take approximately 2 weeks after delivery weather dependent. PCC would like to extend the contract two weeks after the delivery of the light poles.

Thank you,

PCC Sports

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Authorize the Closing of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owners have submitted an executed application requesting the closure of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle:

James & Anne Gwinn

Suzanne Borodofsky

Joseph & Jeane Frampton

Thad Metzger

Shaukat Ali

The following applicant executed a guarantee for the closing of the portion of Bower Circle adjacent to the property of Lual Hannan Estate c/o M. Sermersheim:

Joseph Frampton

On July 13, 2023, the Paducah Planning Commission held a public hearing and positively recommended the City Commission for the closure. All of the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the City Counsel to initiate a request in Circuit Court for the Closure of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD street closure - Plum Street and Brower Circle
2. Signed Plat
3. Signed ROW Closure App & Guarantee
4. PC Res_Barkley Woods

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 31,659 SQUARE FEET OF PLUM STREET AND 111,331 SQUARE FEET OF BROWER CIRCLE, AUTHORIZING THE INITIATION OF A REQUEST IN CIRCUIT COURT FOR THE CLOSURE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize City Counsel to initiate an action in Circuit Court for the closure of 31,659 square feet of Plum Street and 111,331 square feet of Brower Circle, as follows:

LEGAL DESCRIPTION OF TRACT A (5,434 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument at the Southwesterly end of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls: N 56°23'39" W 69.73 feet to a point at the beginning of a curve to the right having a radius of 402.98 feet and Northwestwardly with said curve to the right (a chord being N 45°31'02" W 150.19 feet) a distance of 151.08 feet to an existing ½" rebar at the Northeasterly corner of the Joseph and Jeane Frampton property per Deed Book 707, page 719; thence N 49°26'31" E 25.14 feet to a mag nail with washer 3861 set in the centerline of said Barkley Woods Drive (private) and Brower Circle; thence Southeastwardly with said centerline for the following 2 calls: Southeastwardly with a curve to the left having a radius of 377.98 feet (a chord being S 45°19'32" E 143.36 feet) a distance of 144.23 feet to a point at the end of said curve; and S 56°23'39" E 69.72 feet to a ½" rebar with cap 3861 set in the Southerly end of said Barkley Woods Drive (private) and Brower Circle; thence S 33°43'45" W with the Southerly end of said Barkley Woods Drive (private) and Brower Circle 25.00 feet to the Point of Beginning and containing 5,434 square feet and shown as Tract A per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT B (9,330 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at the Southeasterly corner of the Suzanne Borodofsky property per Deed Book 888, page 374; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle and with a curve to the right having a radius of 403.63 feet (a chord being N 30°33'21" W 59.37 feet) a distance of 59.43 feet to an existing 4" x 4" concrete monument at the end of said curve; thence N 26°23'53" W and continuing with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle 313.97 feet to a ½" rebar with cap 3861 set at the Northeasterly corner of aforesaid Suzanne Borodofsky property per Deed Book 888, page 374; thence N 55°53'51" E 25.42 feet to a ½" rebar with cap 3861 set in the centerline of said Barkley Woods Drive (private) and said Brower Circle; thence S 26°21'50" E with said centerline 317.41 feet to a point at the beginning of a curve to the left having a radius of 377.98 feet; thence Southeastwardly with said curve to the left and continuing with said centerline (a chord being S 30°21'51" E 53.17 feet) a distance of 53.21 feet to a mag nail with washer 3861 set; thence S 49°26'31" W 25.14 feet to the Point of Beginning and containing 9,330 square feet and shown as Tract B per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT C (12,258 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at its intersection with the Southerly right-of-way line of Blandville Road (U.S. Highway 62); THENCE FROM SAID POINT OF BEGINNING N 57°06'13" E with the Southerly right-of-way line of said

Blandville Road 47.86 feet to the centerline of said Barkley Woods Drive (private) and Brower Circle; thence S 26°21'50" E with said centerline 480.48 feet to a ½" rebar with cap 3861 set; thence S 55°53'51" W 25.42 feet to a ½" rebar with cap 3861 set at the Southeasterly corner of the Annie F. Gwinn property per Deed Book 888, page 384; thence Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls; N 26°22'47" W 458.58 feet to a ½" rebar with cap 3861 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly along said curve to the left (a chord being N 74°34'13" W 29.82 feet) a distance of 33.65 feet to the Point of Beginning and containing 12,258 square feet and shown as Tract C per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT D (25,675 SQUARE FEET)

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 4 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W 26.67 feet) a distance of 29.19 feet to an existing ½" rebar with cap 3732 at the end of said curve; S 26°21'50" E 782.81 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 352.98 feet; Southeastwardly with said curve to the left (a chord being S 41° 13' 49" E 181.54 feet) a distance of 183.63 feet to an existing 4" x 4" concrete monument at the end of said curve; and S 56°23'39" E 70.49 feet to a point at the Southerly end of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; thence S 33°43' 45" W with the Southerly end of said Barkley Woods Drive (private) and said Brower Circle 25.00 feet to a ½" rebar with cap 3861 set in the centerline thereof; thence Northwestwardly with the centerline of said Barkley Woods Drive (private) and said Brower Circle for the following 3 calls: N 56°23'39" W 69.72 feet to a point at the beginning of a curve to the right having a radius of 377.98 feet; Northwestwardly along said curve to the right (a chord being N 41°17'37" W 195.20 feet) a distance of 197.44 feet to a point at the end of said curve; and N

26°21'50" W 797.89 feet to a mag nail with washer 3861 set in the aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15'02" E with said Southerly right-of-way line 43.05 feet to the Point of Beginning and containing 25,675 square feet and shown as Tract "D", per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT E (31,659 SQUARE FEET)

Lying on the Northeast side of Barkley Woods Drive (private) and being Plum Street as dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", Page 339 at its intersection with the Southerly right-of-way line of Plum Street as dedicated per Brower Park Subdivision per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING N 26°21'50" W with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 a distance of 90.72 feet to an existing ½" rebar with cap 3732 in the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339; thence Eastwardly with the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339 for the following 2 calls: Southeastwardly with a curve to the left having a radius of 20.00 feet (a chord being S 74°33'36" E 29.81 feet) 33.63 feet to an existing ½" rebar with cap 3732 at the end of said curve and N 57°15'02" E 592.28 feet to an existing 4" x 4" concrete monument at the Northwesterly end of said Plum Street per Plat Section "G", page 339; thence S 54°48'43" E with the Northerly end of said Plum Street a distance of 54.12 feet to an existing 4" x 4" concrete monument at the Northeasterly end of said Plum Street; thence Southwestwardly with the Southerly right-of-way line of Plum Street per Plat Section "G", page 339 for the following 2 calls: S 57°15'02" W 622.69 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 20 feet; and Southwestwardly with said curve to the left (a chord being S 15°26'36" W 26.67 feet) a distance of 29.19 feet to the point of beginning and containing 31,659 square feet and shown as Tract "E" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT F (1.346 ACRES)

Lying between Plum Street and Barkley Woods Drive (Private) and being a portion of Brower Circle as dedicated per Brower Park Subdivision recorded in Plat Section

“G”, page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4” x 4” concrete monument in the Northeasterly right-of-way line of Brower Circle per Plat Section “G”, page 339 at its intersection with the Southeasterly right-of-way line of Plum Street per Plat Section “G”, page 339; THENCE FROM SAID POINT OF BEGINNING Eastwardly with the Northeasterly right-of-way line of Brower Circle as dedicated per Plat Section “G”, page 339 for the following 5 calls: Southwardly with a curve to the left having a radius of 57.69 feet (a chord being S 0°56’17” W 96.00 feet) a distance of 113.39 feet to an existing ½” rebar with cap 3732 at the end of said curve; S 55°22’18” E 65.04 feet to an existing ½” rebar with cap 3732 at the beginning of a curve to the left having a radius of 271.93 feet; Southeastwardly with said curve to the left (a chord being S 76°05’56” E 192.48 feet) a distance of 196.75 feet to an existing ½” rebar with cap 3732 at the end of said curve; N 83°10’26” E 11.57 feet to an existing ½” rebar at the beginning of a curve to the right having a radius of 192.56 feet; and Southeastwardly with said curve to the right (a chord being S 81°36’55” E 113.66 feet) a distance of 115.38 feet to an existing ½” rebar with cap 3732 at the end of said curve and in the Westerly line of the L.D. Sanders Arcadia Subdivision recorded in Plat Section “A”, page 218 and 219; thence S 33°43’45” W with the Westerly line of said L.D. Sanders Arcadia Subdivision and the Easterly right-of-way line of aforesaid Brower Circle per Plat Section “G”, page 339 a distance of 697.06 feet to a point; thence N 56°23’39” W 70.49 feet to an existing 4” x 4” concrete monument in the Westerly right-of-way line of said Brower Circle per Plat Section “G”, page 339; thence Northeastwardly with the Westerly right-of-way line of said Brower Circle for the following 3 calls: Northeastwardly with a curve to the left having a radius of 20.00 feet (a chord being N 80°27’58” E 28.28 feet) a distance of 30.33 feet to an existing ½” rebar with cap 3732 at the end of said curve; N 33°43’45” E 570.27 feet to an existing ½” rebar with cap 3732 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly with said curve to the left (a chord being N 31°33’30” W 32.04 feet) a distance of 37.16 feet to an existing ½” rebar with cap 3732 at the end of said curve and in the Southerly right-of-way line of aforesaid Brower Circle per Plat Section “G”, page 339; thence Northwestwardly with the Southerly right-of-way line of said Brower Circle for the following 3 calls: Northwestwardly with a curve to the right having a radius of 321.93 feet (a chord being N 76°05’56” W 227.87 feet) a distance of 232.92 feet to an existing ½” rebar with cap 3732 at the end of said curve; N 55°22’18” W 127.44 feet to an existing ½” rebar with cap 3732 at the beginning of a curve to the left having a radius of 67.61 feet; and Northwestwardly with said curve to the left (a chord being N 89°03’38” W 74.84 feet) a distance of 79.30 feet to an existing 4” x 4” concrete monument in the Southeasterly right-of-way line of

aforesaid Plum Street per Plat Section "G", page 339; thence N 57°15'02" E with the Southeasterly right-of-way line of said Plum Street 185.67 feet to the Point of Beginning and containing 1.346 Acres and shown at Tract "F" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

**LEGAL DESCRIPTION OF 25 FOOT ACCESS EASEMENT
FOR INGRESS/EGRESS TO GWINN PROPERTIES**

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 2 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W 26.67 feet) a distance of 29.19 feet to an existing ½" rebar with cap 3732 at the end of said curve and S 26°21'50" E 461.99 feet to a point; thence S 55°53'51" W 25.23 feet to a ½" rebar with cap 3861 set in the centerline of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; thence N 26°21'50" W 480.48 feet with the centerline of said Barkley Woods Drive and Brower Circle per Plat Section "G", page 339 to a mag nail with washer 3861 set in the aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15'02" E with said Southerly right-of-way line of Blandville Road 43.05 feet to the Point of Beginning and shown as 25 foot access easement to James S. Jr. & Annie F. Gwinn per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

**LEGAL DESCRIPTION OF 15 FOOT SANITARY SEWER EASEMENT
TO
PADUCAH McCracken JOINT SEWER AGENCY**

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods LLC Property recorded in Deed Book 1430, page 418 and shown on Waiver of Subdivision Plat recorded in Plat Section "M", page 1705,

McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and being 7.5 feet either side of the following described centerline:

Beginning at a point in the Southerly right-of-way line of Blandville Road at its intersection with the center of an existing sanitary sewer main, said point being S 26°01'12" E 12.0 feet from an existing sanitary sewer manhole lying in said Blandville Road and S 57°15'02" W as measured along said Southerly right-of-way line 50.48 feet from an existing ½" rebar with cap 3732 at a corner to the Barkley Woods LLC property per Deed Book 1430, page 418; THENCE FROM SAID POINT OF BEGINNING S 26°01'12" E 397.51 feet to an existing sanitary sewer manhole; thence N 54°36' 55" E 364.42 feet to an existing sanitary sewer manhole; thence S 57°46'52" E 267.29 feet to an existing sanitary sewer manhole; thence S 85°13'03" E 235.87 feet to an existing sanitary sewer manhole; thence S 34°59'39" W 375.30 feet to an existing sanitary sewer manhole; thence S 33°21'30" W 352.56 feet to a point in the Southwesterly property line of Barkley Woods LLC property per Deed Book 1430, page 418 and shown on Plat Section "M", page 1705, said point being N 56°23'39" W 12.0 feet from an existing 3" X 3" concrete monument at the Southwesterly corner of said Barkley Woods LLC property per Deed Book 1430, page 418 and also being N 33°21'30" E 47.8 feet from an existing sanitary sewer manhole lying within the Joseph and Jeane Frampton property per Deed Book 707, page 719 all as shown on "Sanitary Sewer Easement Exhibit" prepared by Siteworx Survey & Design LLC dated October 18, 2022.

**LEGAL DESCRIPTION OF 25 FOOT ACCESS EASEMENT
FOR INGRESS/EGRESS TO BORODOFSKY AND FRAMPTON
PROPERTIES**

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 4 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W

26.67 feet) a distance of 29.19 feet to an existing ½” rebar with cap 3732 at the end of said curve; S 26°21’50” E 782.81 feet to an existing ½” rebar with cap 3732 at the beginning of a curve to the left having a radius of 352.98 feet; Southeastwardly with said curve to the left (a chord being S 41° 13’ 49” E 181.54 feet) a distance of 183.63 feet to an existing 4” x 4” concrete monument at the end of said curve; and S 56°23’39” E 70.49 feet to a point at the Southerly end of said Barkley Woods Drive (private) and Brower Circle per Plat Section “G”, page 339; thence S 33°43’ 45” W with the Southerly end of said Barkley Woods Drive (private) and said Brower Circle 25.00 feet to a ½” rebar with cap 3861 set in the centerline thereof; thence Northwestwardly with the centerline of said Barkley Woods Drive (private) and said Brower Circle for the following 3 calls: N 56°23’39” W 69.72 feet to a point at the beginning of a curve to the right having a radius of 377.98 feet; Northwestwardly along said curve to the right (a chord being N 41°17’37” W 195.20 feet) a distance of 197.44 feet to a point at the end of said curve; and N 26°21’50” W 797.89 feet to a mag nail with washer 3861 set in the aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15’02” E with said Southerly right-of-way line 43.05 feet to the Point of Beginning and containing 25,675 square feet and shown as 25 foot access easement to Borodofsky and Frampton per “Plat of Application to Close and Vacate Streets” prepared by Siteworx Survey & Design LLC dated July 8, 2022.

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

a. James and Anne Gwinn, Suzanne Borodofsky, Joseph and Jeane Frampton, Thad Metzger, Shaukat Ali, and Lual Hannan Estate c/o M. Sermersheim own the undeveloped portion of Plum Street and Brower Circle, abutting the public way, which the Board of Commissioners has authorized to be closed as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

b. Joseph H. Frampton has executed a Public Right-of-Way guarantee on behalf of Lual Hannan Estate c/o M. Sermersheim as is evidenced by the Public Right-Of-Way Closure Guarantee attached hereto and made part hereof (Exhibit B).

c. On the 13th day of July, 2023, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

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

SECTION 3. That the City of Paducah hereby authorizes the initiation of a request in Circuit Court for the closure of 31,659 Feet of Plum Street and 111,331 Square Feet of Brower Circle.

SECTION 4. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 5. The Mayor is hereby authorized, empowered, and directed to execute the closure plat and all necessary documents to complete the transfer of property to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 6. 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, July 25, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The *Paducah Sun*, _____

\ord\eng\st close\ Closure of Plum Street and Brower Circle

CERTIFICATION

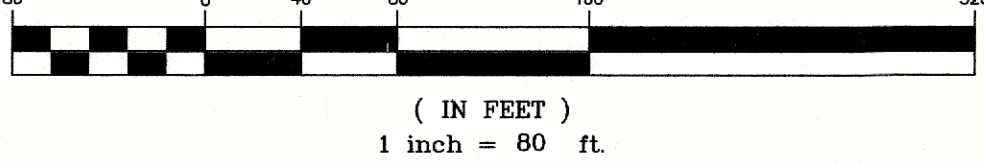
I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

LEGEND

- 1/2" X 24" STEEL ROD WITH PLASTIC CAP NO. 3861 SET AT TIME OF SURVEY UNLESS NOTED
- EXISTING 1/2" REBAR W/CAP 3732 AT PROPERTY CORNER UNLESS NOTED
- 4" X 4" CONCRETE MONUMENT EXISTING AS SHOWN
- EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- EXISTING RIGHT-OF-WAY TO BE ABOLISHED
- NO CORNER SET
- PROPERTY LINE
- CENTERLINE
- RIGHT-OF-WAY
- SANITARY SEWER MANHOLE

GRAPHIC SCALE



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

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	28.19'	20.00'	83.38°00"	S 74°26'35" W	26.87'
C2	33.63'	20.00'	96.22°	S 74°33'36" E	29.81'
C3	79.30'	67.61'	67°12'21"	N 89°03'38" W	74.84'
C4	113.39'	57.69'	112°37'20"	S 00°56'17" W	96.00'
C5	196.75'	271.93'	41°27'16"	S 76°05'56" E	192.48'
C6	115.38'	192.56'	74°19'58"	S 61°36'55" E	113.66'
C7	37.16'	20.00'	130°30'20"	N 31°33'30" W	32.04'
C8	232.92'	321.93'	41°27'16"	N 76°05'56" W	227.87'
C9	183.63'	352.98'	29°48'09"	N 41°13'49" W	181.54'
C10	30.33'	20.00'	89°58'57"	N 80°27'58" E	28.28'
C11	29.19'	20.00'	83°38'00"	S 15°28'36" W	26.87'
C12	151.08'	402.98'	21°28'48"	N 45°31'02" W	150.19'
C13	59.43'	403.63'	8°26'58"	N 30°33'21" W	59.37'
C14	33.65'	20.00'	96°24'15"	N 74°34'13" W	29.82'
C15	53.21'	377.98'	8°03'57"	S 30°21'51" E	53.17'
C16	144.23'	377.98'	21°51'47"	S 45°19'32" E	143.36'
C17	197.44'	377.98'	29°55'44"	N 41°17'37" W	195.20'

RESTRICTION NOTE:

RESTRICTIONS TO BROWER PARK SUBDIVISION
RECORDED IN PLAT SECTION "G", PAGE 339
EXPIRED DECEMBER 31, 1999.

POINT OF BEGINNING TRACT D
N:1918283.852
E:795320.642
KENTUCKY STATE PLANE COORDINATES
(KY. SOUTH ZONE 1602, NAD 83)

STREET NOTE

PLUM STREET AND A PORTION OF BROWER CIRCLE ARE DEDICATED CITY STREETS PER BROWER PARK SUBDIVISION RECORDED IN PLAT SECTION "G", PAGE 339. THESE STREETS ARE UNIMPROVED. A PORTION OF BROWER CIRCLE (BARKLEY WOODS DRIVE) HAS BEEN IMPROVED AS A PRIVATE DRIVE OFF OF BLANDVILLE ROAD.

SOURCE OF TITLE FOR U.S. HIGHWAY 62 IS FOUND IN DEED BOOK 156, PAGE 267.

CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY KRS CHAPTER 100, ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING DEPARTMENT ON THE _____ DAY OF _____, 20____.

SECRETARY OF THE PLANNING AND ZONING COMMISSION

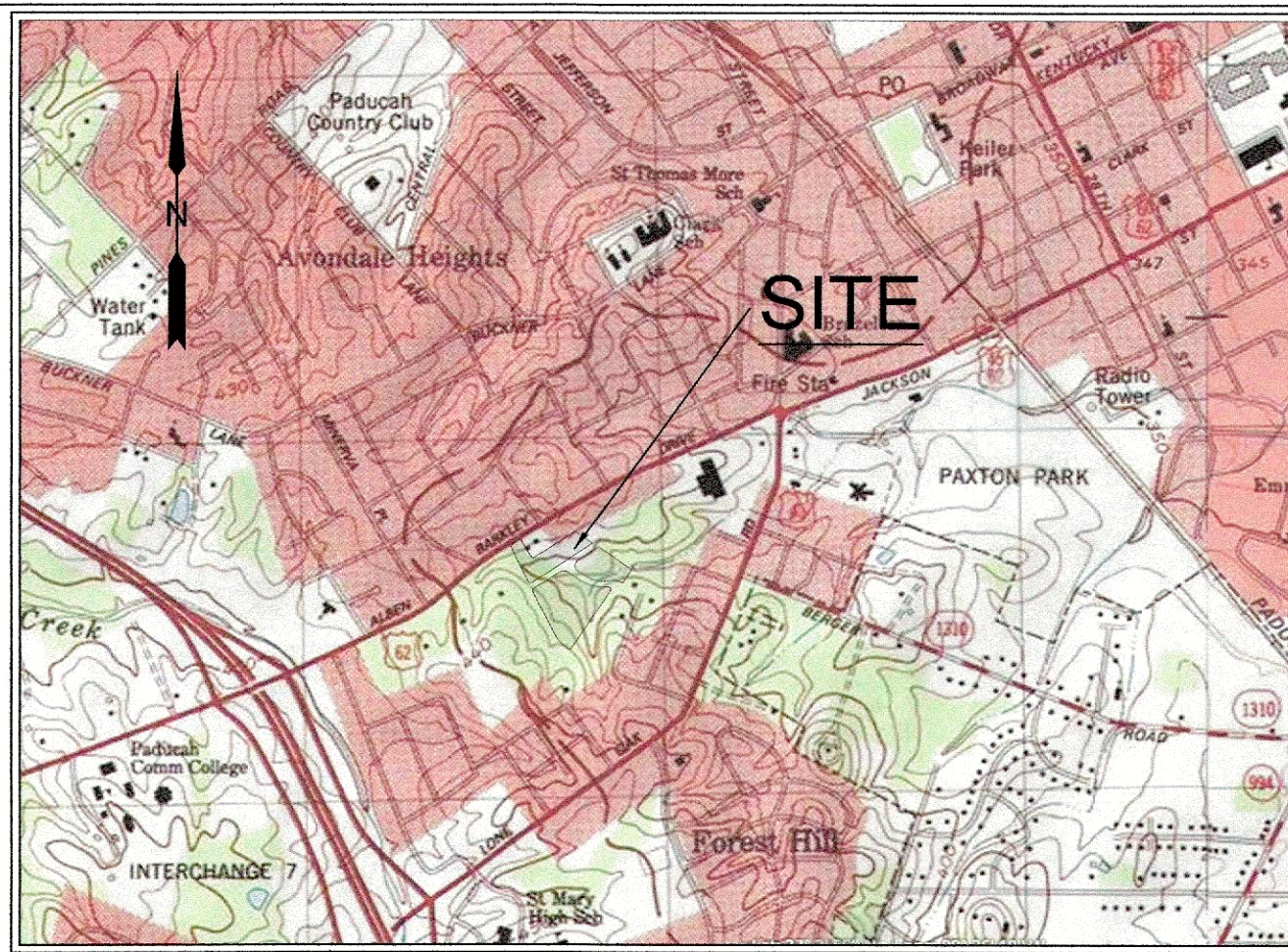
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY James Frampton & Joseph H. Frampton, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869

MY COMMISSION EXPIRES: 7/17/2024



LOCATION MAP

NOT TO SCALE

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 21145C0142F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:
McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
DEED BOOK 1430, PAGE 418
PLAT SECTION "G", PAGE 339
PLAT SECTION "M", PAGE 1705

OWNER AND CLIENTS:

BARKLEY WOODS, LLC
425 BARKLEY WOODS
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED BY PADUCAH McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER

THERE ARE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THE PROPERTY.

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED "R1", LOW DENSITY RESIDENTIAL DISTRICT, BY THE McCRACKEN COUNTY ZONING ORDINANCE. MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

SINGLE FAMILY DWELLING:

MINIMUM YARD REQUIREMENTS
FRONT YARD: 10 FEET
SIDE YARD, EACH SIDE: 8 FEET
REAR YARD: 25 FEET

TWO-FAMILY DWELLINGS AND TOWN HOUSES WITH NO MORE THAN TWO ATTACHED UNITS PER TOWN HOUSE:

MINIMUM YARD REQUIREMENTS
FRONT YARD: 40 FEET
SIDE YARD: 8 FEET
REAR YARD: 25 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.

OWNER'S CERTIFICATE

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF RECORD OF THE PROPERTY SHOWN HEREON AND THAT (WE) APPROVE THIS PLAN OF SUBDIVISION WITH MY(OUR) FREE CONSENT.

OWNER: James Frampton & Joseph H. Frampton DATE: March 21, 2023

OWNER: Barkley Woods LLC & Joseph H. Frampton DATE: March 21, 2023

OWNER: Suzanne Borodofsky DATE: March 24, 2023

OWNER: Amelia Ann Frampton DATE: March 27, 2023

OWNER: APCCL 3.2023 DATE: March 27, 2023

OWNER: Shad Intzja DATE: 4-6-23

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

APPLICATION TO CLOSE AND VACATE STREETS

THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

PROPERTY OF:

BARKLEY WOODS, LLC

LOCATED ON BLANDVILLE ROAD - U.S. HIGHWAY 62

CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY

PROJECT NO.: 21070

DATE: 7/08/2022

DRAWN BY: DG

CHECKED BY: SCC

REV. DESCRIPTION

SHEET

1

OF 1

ALL RIGHTS RESERVED - SURVEYOR SURVEY & DESIGN, LLC. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SURVEYOR SURVEY & DESIGN, LLC.



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

CERTIFICATE OF RECORDING STATE OF KENTUCKY, COUNTY OF McCRACKEN

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE. GIVEN UNDER MY SEAL THIS _____ DAY OF _____, AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCracken County Court Clerk

DEPUTY COURT CLERK

SURVEYOR'S CERTIFICATE

BARKLEY WOODS, LLC
425 BARKLEY WOODS
PADUCAH, KENTUCKY 42001

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 1:20,000 BEFORE ADJUSTMENT OF ADJUSTED 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.

DATE OF SURVEY COMPLETION
7-8-22

DATE OF SIGNATURE
7-20-23

DATE OF SIGNATURE
7-20-23

KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Barkley Woods LLC, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY James Frampton & Joseph H. Frampton, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF April, 2023.

NOTARY PUBLIC SIGNATURE: Barkley Woods LLC KYN4995

MY COMMISSION EXPIRES: April 27, 2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Barkley Woods LLC, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY James Frampton & Joseph H. Frampton, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY James Frampton & Joseph H. Frampton, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley Kyn9869

MY COMMISSION EXPIRES: 7/17/2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY James Frampton & Joseph H. Frampton, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869

MY COMMISSION EXPIRES: 7/17/2024



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

Date: March 24, 2023

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

Public Right-of-Way: Plum Street, Brower Circle, Barkley Woods Drive

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

Respectfully submitted by all adjoining property owners:

Anne Gwinn
Signature of Property Owner

James & Anne Gwinn

Property Owner's Name Printed

540 Alben Barkley & 455 Barkley Woods

Address

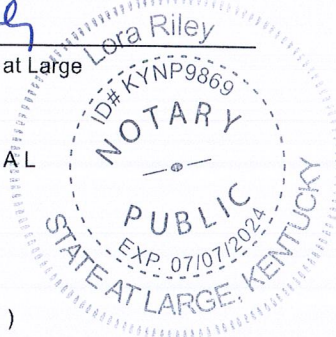
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 24 day of March, 2023,
by James Gwinn & Anne Gwinn.

My Commission expires 7/7/2024.

Lora Riley
Notary Public, State at Large

SEAL



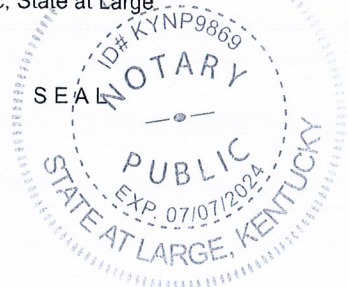
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 24 day of March, 2023,
by Suzanne Borodofsky.

My Commission expires 7/7/2024.

Lora Riley
Notary Public, State at Large

SEAL



Suzanne Borodofsky
Signature of Property Owner

Suzanne Borodofsky

Property Owner's Name Printed

435 Barkley Woods & 445 Barkley Woods

Address

Jeane Framptom Joseph H Framptom
Signature of Property Owner

Joseph & Jeane Framptom
Property Owner's Name Printed

425 Barkley Woods
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 21 day of March, 2023,
by Joseph & Jeane Framptom.

My Commission expires 7/7/2024

Lora Riley
Notary Public, State at Large

SEAL

NOTARY
PUBLIC
EXP. 07/07/2024
STATE AT LARGE, KENTUCKY

Thad Metzger
Signature of Property Owner

Thad Metzger
Property Owner's Name Printed

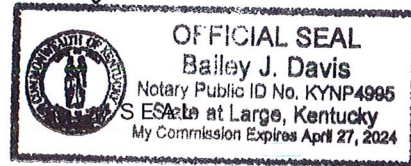
336 Hickory Street & 331 Oak Street
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 6 day of April, 2023
by Thad Metzger.

My Commission expires April 27, 2024

Bailey J. Davis
Notary Public, State at Large

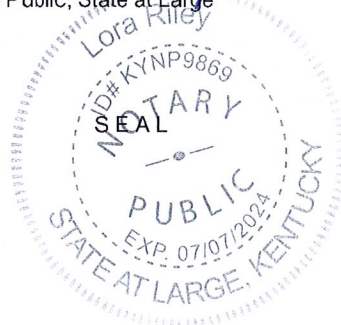


STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 3 day of April, 2023,
by Shaukat Ali.

My Commission expires 7/7/2024

Lora Riley
Notary Public, State at Large



Swam Properties, Inc
Signature of Property Owner

Swam Properties, Inc
Property Owner's Name Printed

328 Oak Street
Address

SEE GUARANTEE.

Signature of Property Owner

Lual Hannan Estate c/o M. Sermersheim

Property Owner's Name Printed

325 Oak Street & 322 Walnut Street

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL

Joseph H Frampton

Signature of Property Owner

Barkley Woods, LLC

Property Owner's Name Printed

4021 Plum Street

Address

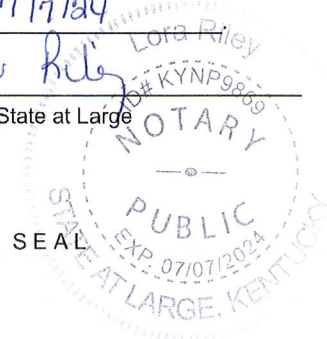
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 21 day of March, 2023,
by Joseph Frampton.

My Commission expires 7/7/24

Lora Riley
Notary Public, State at Large

SEAL



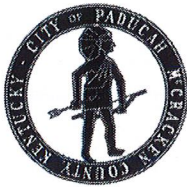
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL



CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE GUARANTEE

Date: April 21, 2023

If all real property owners whose land adjoins the Public Right-of-Way proposed to be closed have not signed the Application and the Plat, then the following guarantee shall be executed by all Applicants and notarized:

The undersigned Applicant(s) unconditionally Guarantee that I/we shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of-Way named herein.

Public Right-of-Way: Plum Street, Brower Circle, Barkley Woods Drive

Joseph H. Frampton
Signature of Property Owner

Barkley Woods, LLC
Property Owner's Name Printed

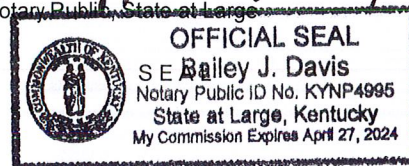
4021 Plum Street
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 21 day of April, 2023, by Joseph H. Frampton.

My Commission expires April 27, 2024

Bailey J. Davis
Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 31,659 SQUARE FEET OF PLUM STREET AND 111,331 SQUARE FEET OF BROWER CIRCLE IN THE BROWER PARK SUBDIVISION.

WHEREAS, a public hearing was held on July 13, 2023 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to vacate and close 31,659 square feet of Plum Street and 111,331 square feet of Brower Circle in the Brower Park Subdivision.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close said Right-of-Way as follows:

LEGAL DESCRIPTION
OF
TRACT A
(5,434 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section “G”, page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4” x 4” concrete monument at the Southwesterly end of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section “G”, page 339; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls: N 56°23’39” W 69.73 feet to a point the beginning of a curve to the right having a radius of 402.98 feet and Northwestwardly with said curve to the right (a chord being N 45°31’02” W 150.19 feet) a distance of 151.08 feet to an existing ½” rebar at the Northeasterly corner of the Joseph and Jeane Frampton property per Deed Book 707, page 719; thence N 49°26’31” E 25.14 feet to a mag nail with washer 3861 set in the centerline of said Barkley Woods Drive (private) and Brower Circle; thence Southeastwardly with said centerline for the following 2 calls: Southeastwardly with a curve to the left having a radius of 377.98 feet (a chord being S 45°19’32” E 143.36 feet) a distance of 144.23 feet to a point at the end of said curve; and S 56°23’39” E 69.72 feet to a ½” rebar with cap 3861 set in the Southerly end of said Barkley Woods Drive (private) and Brower Circle; thence S 33°43’45” W with the Southerly end of said Barkley Woods Drive (private) and Brower Circle 25.00 feet to the Point of Beginning and containing 5,434 square feet and shown as Tract A per “Plat of Application to Close and Vacate Streets” prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION
OF
TRACT B
(9,330 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section “G”, page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½” rebar in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section “G”, page 339 at the Southeasterly corner of the Suzanne Borodofsky property per Deed Book 888, page 374; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle and with a curve to the right having a radius of 403.63 feet (a chord being N 30°33’21” W 59.37 feet) a distance of 59.43 feet to an existing 4” x 4” concrete monument at the end of said curve; thence N 26°23’53” W and continuing with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle 313.97 feet to a ½” rebar with cap 3861 set at the Northeasterly corner of aforesaid Suzanne Borodofsky property per Deed Book 888, page 374; thence N 55°53’51” E 25.42 feet to a ½” rebar with cap 3861 set in the

centerline of said Barkley Woods Drive (private) and said Brower Circle; thence S 26°21'50" E with said centerline 317.41 feet to a point at the beginning of a curve to the left having a radius of 377.98 feet; thence Southeastwardly with said curve to the left and continuing with said centerline (a chord being S 30°21'51" E 53.17 feet) a distance of 53.21 feet to a mag nail with washer 3861 set; thence S 49°26'31" W 25.14 feet to the Point of Beginning and containing 9,330 square feet and shown as Tract B per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT C

(12,258 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at its intersection with the Southerly right-of-way line of Blandville Road (U.S. Highway 62); THENCE FROM SAID POINT OF BEGINNING N 57°06'13" E with the Southerly right-of-way line of said Blandville Road 47.86 feet to the centerline of said Barkley Woods Drive (private) and Brower Circle; thence S 26°21'50" E with said centerline 480.48 feet to a ½" rebar with cap 3861 set; thence S 55°53'51" W 25.42 feet to a ½" rebar with cap 3861 set at the Southeasterly corner of the Annie F. Gwinn property per Deed Book 888, page 384; thence Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls; N 26°22'47" W 458.58 feet to a ½" rebar with cap 3861 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly along said curve to the left (a chord being N 74°34'13" W 29.82 feet) a distance of 33.65 feet to the Point of Beginning and containing 12,258 square feet and shown as Tract C per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT D

(25,675 SQUARE FEET)

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 4 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W 26.67 feet) a distance of 29.19 feet to an existing ½" rebar with cap 3732 at the end of said curve; S 26°21'50" E 782.81 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 352.98 feet; Southeastwardly with said curve to the left (a chord being S 41° 13' 49" E 181.54 feet) a distance of 183.63 feet to an existing 4" x 4" concrete monument at the end of said curve; and S 56°23'39" E 70.49 feet to a point at the Southerly end of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; thence S 33°43' 45" W with the Southerly end of said Barkley Woods Drive (private) and said Brower Circle 25.00 feet to a ½" rebar with cap 3861 set in the centerline thereof; thence Northwestwardly with the centerline of said Barkley Woods Drive (private) and said Brower Circle for the following 3 calls: N 56°23'39" W 69.72 feet to a point at the beginning of a curve to the right having a radius of 377.98 feet; Northwestwardly along said curve to the right (a chord being N 41°17'37" W 195.20 feet) a distance of 197.44 feet to a point at the end of said curve; and N 26°21'50" W 797.89 feet to a mag nail with washer 3861 set in the

aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15'02" E with said Southerly right-of-way line 43.05 feet to the Point of Beginning and containing 25,675 square feet and shown as Tract "D", per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT E

(31,659 SQUARE FEET)

Lying on the Northeast side of Barkley Woods Drive (private) and being Plum Street as dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", Page 339 at its intersection with the Southerly right-of-way line of Plum Street as dedicated per Brower Park Subdivision per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING N 26°21'50" W with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 a distance of 90.72 feet to an existing ½" rebar with cap 3732 in the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339; thence Eastwardly with the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339 for the following 2 calls: Southeastwardly with a curve to the left having a radius of 20.00 feet (a chord being S 74°33'36" E 29.81 feet) 33.63 feet to an existing ½" rebar with cap 3732 at the end of said curve and N 57°15'02" E 592.28 feet to an existing 4" x 4" concrete monument at the Northwesterly end of said Plum Street per Plat Section "G", page 339; thence S 54°48'43" E with the Northerly end of said Plum Street a distance of 54.12 feet to an existing 4" x 4" concrete monument at the Northeasterly end of said Plum Street; thence Southwestwardly with the Southerly right-of-way line of Plum Street per Plat Section "G", page 339 for the following 2 calls: S 57°15'02" W 622.69 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 20 feet; and Southwestwardly with said curve to the left (a chord being S 15°26'36" W 26.67 feet) a distance of 29.19 feet to the point of beginning and containing 31,659 square feet and shown as Tract "E" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT F

(1.346 ACRES)

Lying between Plum Street and Barkley Woods Drive (Private) and being a portion of Brower Circle as dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument in the Northeasterly right-of-way line of Brower Circle per Plat Section "G", page 339 at its intersection with the Southeasterly right-of-way line of Plum Street per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Eastwardly with the Northeasterly right-of-way line of Brower Circle as dedicated per Plat Section "G", page 339 for the following 5 calls: Southwardly with a curve to the left having a radius of 57.69 feet (a chord being S 0°56'17" W 96.00 feet) a distance of 113.39 feet to an existing ½" rebar with cap 3732 at the end of said curve; S 55°22'18" E 65.04 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 271.93 feet; Southeastwardly with said curve to the left (a chord being S 76°05'56" E 192.48 feet) a distance of 196.75 feet to an existing ½" rebar with cap 3732 at the end of said curve; N 83°10'26" E 11.57 feet to an existing ½" rebar at the beginning of a curve to the right having a radius of 192.56 feet; and Southeastwardly with said curve to the right (a chord being S 81°36'55" E 113.66 feet) a distance of 115.38 feet to an existing ½" rebar with cap 3732 at the end of said curve and in the Westerly line of the L.D. Sanders Arcadia Subdivision recorded in Plat Section "A", page 218 and 219; thence S 33°43'45" W with the Westerly line of said L.D. Sanders Arcadia Subdivision and the Easterly right-of-way line of aforesaid Brower Circle per Plat Section "G", page 339 a distance of 697.06 feet to a point; thence N 56°23'39"

W 70.49 feet to an existing 4" x 4" concrete monument in the Westerly right-of-way line of said Brower Circle per Plat Section "G", page 339; thence Northeastwardly with the Westerly right-of-way line of said Brower Circle for the following 3 calls: Northeastwardly with a curve to the left having a radius of 20.00 feet (a chord being N 80°27'58" E 28.28 feet) a distance of 30.33 feet to an existing ½" rebar with cap 3732 at the end of said curve; N 33°43'45" E 570.27 feet to an existing ½" rebar with cap 3732 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly with said curve to the left (a chord being N 31°33'30" W 32.04 feet) a distance of 37.16 feet to an existing ½" rebar with cap 3732 at the end of said curve and in the Southerly right-of-way line of aforesaid Brower Circle per Plat Section "G", page 339; thence Northwestwardly with the Southerly right-of-way line of said Brower Circle for the following 3 calls: Northwestwardly with a curve to the right having a radius of 321.93 feet (a chord being N 76°05'56" W 227.87 feet) a distance of 232.92 feet to an existing ½" rebar with cap 3732 at the end of said curve; N 55°22'18" W 127.44 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 67.61 feet; and Northwestwardly with said curve to the left (a chord being N 89°03'38" W 74.84 feet) a distance of 79.30 feet to an existing 4" x 4" concrete monument in the Southeasterly right-of-way line of aforesaid Plum Street per Plat Section "G", page 339; thence N 57°15'02" E with the Southeasterly right-of-way line of said Plum Street 185.67 feet to the Point of Beginning and containing 1.346 Acres and shown at Tract "F" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

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

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

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



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on July 13, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Approve Contract Modification to Construction Contract with Pace Contracting, LLC. for the Paducah Floodwall Pump Station #2 Project in the amount of (\$10,000.00) - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Contract Modification #3 to Pace Contracting, LLC construction contract in the amount of (\$10,000.00) due to no asbestos abatement being needed, resulting in a final contract amount of \$5,017,269.64.

Background Information: Summary: Contract Modification #3 to Pace Contracting, LLC construction contract in the amount of (\$10,000.00) due to no asbestos abatement being needed, resulting in a final construction contract amount of \$5,017,269.64.

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

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

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

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

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

Contract Modification #2 (Ordinance 2021-11-8711, dated November 9, 2021)

Pace Contracting, LLC encountered unforeseen construction conditions resulting in the following costs:

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

10	Soil Issues	\$	213,586.00
	Total Costs	\$	405,536.35

Upon approval of Ordinance 2021-11-8711, the new agreement increased the approved construction contract from \$4,621,733.29 to \$5,027,269.64

Contract Modification #3

The construction contract included an asbestos abatement allowance that wasn't used, resulting in savings of:

Proposal	Description	Cost
12	Asbestos Abatement	(\$10,000.00)

The new agreement would decrease the approved construction contract from \$5,027,269.64 to \$5,017,269.64 upon approval.

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

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

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

Communications Plan:

Funds Available: Account Name: Pump Station #2

Account Number: FW0014

Staff Recommendation: Authorize and direct the Mayor to sign Contract Modification #3 with Pace Contracting, LLC for the construction contract on Pump Station #2 Rehabilitation Project in the amount of (\$10,000.00) with a final contract amount of \$5,017,269.64.

Attachments:

1. ORD CHGORD3- Pace Contracting LLC – Pump Station #2
2. FPS2_CO3_Recommendation

ORDINANCE NO. 2023-__ -__

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE CONTRACT MODIFICATION NO. 3 WITH PACE CONTRACTING
LLC. TO DECREASE THE CONTRACT BY \$10,000 FOR THE PUMP STATION
#2 REHABILITATION PROJECT

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

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

WHEREAS, on November 9, 2021, the City approved Ordinance 2021-11-8711,
authorizing Contract Modification #2, increasing the contract amount to \$5,027,269.64; and

WHEREAS, it is now necessary to modify the contract due to the fact that the
construction contract included an asbestos abatement allowance that wasn't used, resulting in
savings of \$10,000; and

WHEREAS, Contract Modification No. 3 is required to decrease the contract amount
by \$10,000, adjusting the total construction project from \$5,027,269.64 to \$5,017,269.64.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No.
3 with Pace Contracting, LLC for a decrease in the amount of \$10,000 and a new total contract cost
of \$5,017,269.64.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners July 25, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____



July 17, 2023

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

RE: Flood Pump Station #2 Rehabilitation – Contract Modification #3

Dear Mr. Murphy:

Pace Contracting, LLC (Pace) has completed all work associated with the Flood Pump Station #2 Rehabilitation Project. The following is a Change Proposal Request regarding Line Item 36, Asbestos Allowance:

- Change Proposal Request #12 (CPR12) – Allowance Deduct (\$10,000.00)
Flood Pump Station 2 is in operation and the project is being closed out. An allowance was required during project construction that can now be released on its completion.

Recommendation

HDR has reviewed the costs provided by Pace for the referenced CPR and agrees with the supported cost breakdowns. It is recommended that the City move forward with inclusion of CPR 12 into Contract Modification #3 for a deduct of **\$10,000.00** and a new total contract amount of **\$5,017,269.64.**

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

Sincerely,

Kyle Guthrie, P.E.
Vice President



Cc: Melanie Townsend
Sheryl Chino
Savannah Wing

Attachments:

Agenda Action Form

Paducah City Commission

Meeting Date: July 25, 2023

Short Title: Approve Contract Modification to Construction Contract with Jim Smith Contracting, LLC. for the Buckner Lane Project in the amount of (\$74,320.00) - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie
Townsend
Presentation By: Rick
Murphy

Background Information: Summary: Contract Modification #1 to Jim Smith Contracting, LLC construction contract in the amount of (\$74,320.00) due to cost savings during construction, resulting in a final contract amount of \$1,911,194.37.

Background:

Background: On April 26, 2018, the President signed a major disaster declaration, FEMA-4361-DR-KY, for the 2018 Flooding and Severe Weather Events from February 21, 2018, through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding to restore the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated a \$438,774.00 total bridge rehab cost with a 75% Federal Share and a 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Lane Bridge Replacement Project. The Non-Federal Share of \$109,693.00 is split between State (\$52,652.00) and Local (\$57,041.00) cost shares.

On March 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. On September 28, 2021, Ordinance 2021-09-8703 was approved to increase the scope to include additional stormwater mitigation using ARPA funding.

On March 23, 2022, the Engineering Department opened sealed bids for the Buckner Lane Bridge Replacement Project. BFW Engineering & Testing evaluated the bid and recommended that Jim Smith Contracting, LLC submitted the lowest responsive bid at \$1,985,514.37. Two (2) bids were received as follows:

- (1) Harold Coffey Construction: \$2,194,900.93
- (2) Jim Smith Contracting: \$1,985,514.37

Contract Modification #1

Cost savings during construction resulted in savings of:

Proposal	Description	Cost
1	Construction savings(\$74,320.00)	

The new agreement would decrease from \$1,985,514.37 to \$1,911,194.37 upon approval.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan:

Funds Available: Account Name: Buckner Lane Bridge

Account Number: ST0040

Staff Recommendation: Authorize and direct the Mayor to sign Contract Modification #1 with Jim Smith Contracting, LLC for the Buckner Lane Bridge Project construction contract yielding an overall project cost savings of (\$74,320.00) reducing the final contract amount to \$1,911,194.37.

Attachments:

1. ORD CHGORD1 – Jim Smith Contracting – Buckner Lane Project

ORDINANCE NO. 2023-__ -__

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE CONTRACT MODIFICATION NO. 1 WITH JIM SMITH
CONTRACTING LLC. TO DECREASE THE CONTRACT BY \$74,320 FOR THE
BUCKER LANE PROJECT

WHEREAS, On April 26, 2022, the City approved Ordinance 2022-04-8730,
authorizing a professional services contract with Jim Smith Contracting LLC for a construction
contract in the amount of \$1,985,514.37 for the Bucker Lane Project; and

WHEREAS, it is now necessary to modify the contract due to the fact that cost
savings during construction resulted in savings of \$74,320; and

WHEREAS, Contract Modification No. 1 is required to decrease the contract amount
by \$74,320, adjusting the total construction project from \$1,985,514.37 to \$1,911,194.37.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No.
1 with Jim Smith Contracting LLC for a decrease in the amount of \$74,320 and a new total contract
cost of \$1,911,194.37.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners July 25, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\eng\CHGORD1 – Jim Smith Contracting – Buckner Lane Project