



**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 14, 2023
5:00 PM
WKCTC CROUNSE HALL ROOM 101
4810 ALBEN BARKLEY DRIVE
PADUCAH, KY 42003**

*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

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for October 24, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Ian McVicker to the Paducah-McCracken County Riverport Authority
	D.	Appointment of Michael Campbell to the Historical and Architectural Review Commission (HARC)
	E.	Personnel Actions
	F.	Approve Contract Modification #5 for Midstates Construction for the Civic Center renovation project in an amount of \$4,790.15 - A. CLARK
	G.	Approve Addendum to Lease Agreement with Heritage Operating, LLC D/B/A Cremation Society of Paducah - A. CLARK
	H.	Approval of Contract Modification for increase of Scope in Contract with Chambers Roofing Co., Inc. for the Market House Roof replacement change of \$1,288.17 - C. YARBER

		I.	Approve the Application for a Creating Vibrant Communities Grant - N. HUTCHISON
		J.	Authorize the application for and acceptance of a Kentucky Equitable Entrepreneurial Ecosystems in Rural Communities Grant in the amount of \$5,000 for the Paducah Main Street Program - N. HUTCHISON
		K.	Approve the Contract for Uniform Services for the Fire Department - S. KYLE
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve amendment to MO #1667 Schedule of Fees for the Robert Cherry Civic Center - A. CLARK
		B.	2024-2025 Annual Agreement Kentucky Main Street Designation - N. HUTCHISON
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Annexation of four City-owned lots for potential redevelopment - J SOMMER
		B.	Authorizing the Closure of 33,722 Square Feet of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street - R. MURPHY
		C.	Approval of Contract Modification #1 for S. 25th St Improvement Project with Central Paving Co. in the amount of \$69,535.09 - R. MURPHY
		D.	Approve Contract Modification #2 of Construction Contract with Jim Smith Contracting, LLC in the amount of \$127,300.00 - R. MURPHY
		E.	Approve a Residential Infill Agreement By and Between the City of Paducah and EMD Properties, LLC for LaBarri Subdivision Not to Exceed \$197,991.86 - R. MURPHY
	IV.	<u>DISCUSSION</u>	
		A.	High Level Financial Overview - FY2023 - J. PERKINS
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

October 24, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, October 24, 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.

INVOCATION

Commissioner Smith led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

ADDITIONS & DELETIONS

City Manager Daron Jordan explained that two Municipal Orders were being added to the agenda, including:

1. Contract with Sprocket, Inc. in an amount of \$75,000 for Small Business Development Programs
2. Contract Modification No. 4 with Midstates Construction in the amount of \$12,369.08 for the Robert Cherry Civic Center Project.

PROCLAMATION

Mayor Bray presented a Proclamation to Heather Anderson, McKinney-Vento Liaison for the Paducah Public Schools, declaring November Hunger and Homelessness Awareness Month.

MAYOR'S REMARKS

Mayor Bray Recognizes Chef Sara Bradley

“Mayor George Bray presented Chef Sara Bradley with the Mayor’s Award of Excellence. The award states, “in honor of your international achievements in culinary excellence and your positive impact on our community.” Bradley is chef and proprietor of Freight House in downtown Paducah. Bradley gained international fame with appearances on Bravo’s *Top Chef* series.”

Traffic Signal Proposal from Kentucky Transportation Cabinet

Mayor Bray announced that the Kentucky Transportation Cabinet has proposed to convert five of the City’s traffic signals to all-way stops. The signals are at 9th and Broadway, 13th and Broadway, 21st and Broadway, 9th and Jefferson, and 6th and Jefferson. These intersections do not have enough traffic flow to warrant signals. Converting to an all-way stop involves a transition of changing the signals to all-way red flashing for a period of time before the removal of the signals and installation of stop signs.

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.

October 24, 2023

I(A)	Approve Minutes for the October 10, 2023, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Contract File:</u> 1. FY2024 Contract For Services – Paducah Junior College – Community Scholarship Program - \$100,000 – MO #2797 2. Healthworks Corporate Wellness and Health Services Agreement – MO #2800 3. Strategic Health Risk Advisor & Strategic Benefit Placement Services Agreement – MO #2801 4. Anthem – Fixed Administrative Costs Agreement – MO #2802 5. Medicare Secondary Payer Form – MO #2802 6. Stop Loss Insurance Renewal Agreement – Voya – MO #2804 7. Long-Term Disability Insurance – Mutual of Omaha – MO #2805 8. Colonial Life Employee Voluntary Benefits – MO #2806 9. Reimbursement Agreement between City of Paducah and Hope Unlimited – Safe Haven Baby Box Installation – MO #2813 10. Kentucky League of Cities Proposal for Certification under Certified City of Ethics Program – MO #2814 <u>Financials File:</u> 1. Paducah Water Works – Financial Statement – Years ended June 30, 2023 and 2022
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES RELATED TO REMOVING CERTAIN MODULES, CAPPING INCREASES TO SAAS FEES AND ADDING ACCESS MIGRATION (MO#2815; BK 13)
I(E)	A MUNICIPAL ORDER AMENDING THE FY2023-2024 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO#2816; BK 13)
I(F)	A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2023-2024 JOB GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO#2817; BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2023 KENTUCKY LEAGUE OF CITIES LIABILITY GRANT IN THE AMOUNT OF \$3,000 FOR REIMBURSEMENT OF FEES ASSOCIATED WITH THE KENTUCKY ASSOCIATION OF CHIEF’S OF POLICE ACCREDITATION PROGRAM, ACCEPTING ANY GRANT FUNDS AWARDED BY KLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO#2818; BK 13)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE ACCEPTANCE OF A GAMETIME DISCOUNT GRANT IN THE AMOUNT OF \$37,584.50, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH GAMETIME IN THE AMOUNT OF \$66,942.57 FOR THE PURCHASE OF INCLUSIVE PLAY ELEMENTS FOR KEILER PARK PLAYGROUND, AND

October 24, 2023

	AUTHORIZING THE EXECUTION OF ALL OTHER DOCUMENTS RELATED TO SAME (MO#2819; BK 13)
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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 ORDER

BFW PROFESSIONAL SERVICES CONTRACT TO ASSIST WITH ENGINEERING DEPARTMENT TRANSITION

Commissioner Henderson, offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BACON, FARMER AND WORKMAN ENGINEERING & TESTING, INC., TO ACCEPT THE HOURLY PROFESSIONAL FEE SCHEDULE FOR ENGINEERING SERVICES TO BE PROVIDED TO THE CITY OF PADUCAH.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO#2820; BK 13)

APPROVE FY2024 CONTRACT WITH SPROCKET, INC., IN THE AMOUNT OF \$75,000

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$75,000 TO PROVIDE SMALL BUSINESS DEVELOPMENT AND JOB CREATION PROGRAMS.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO#2821; BK 13)

APPROVE CONTRACT MODIFICATION WITH MIDSTATES CONSTRUCTION IN THE AMOUNT OF \$12,369.08 FOR THE ROBERT CHERRY CIVIC CENTER

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 4 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF \$12,369.08, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO#2822; BK 13)

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ORDINANCE ADOPTION

TRAILS END SUBDIVISION FINAL PLAT APPROVAL AND SURETY APPROVAL

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 125 RIDGEVIEW STREET; ACCEPTING THE DEDICATION OF RIGHT OF WAY OF RIDGEVIEW STREET, JOEY WAY, AND PETTER AVENUE; ACCEPTING PUBLIC UTILITY EASEMENTS; AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT; AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION PERFORMANCE AND WARRANTY SURETY BOND AGREEMENT AND ALL OTHER DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This Ordinance approves the final report of the Paducah Planning Commission on the proposed final subdivision for the property known as Trails End Subdivision located at 125 Ridgeview Street. Further, this ordinance accepts the dedication of right of way of Ridgeview Street, Joey Way, and Petter Avenue, accepts all public utility easements, and authorizes the Mayor to execute the Subdivision Performance and Warranty Surety Bond Agreement and all other documents related to same.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-10-8793, BK 36)**

DISCUSSIONS

Communications Manager Pam Spencer provided the following summaries:

Paducah Preservation Opportunities Assessment

“In October 2022, the City of Paducah signed a contract with Rhodes Heritage Group to develop recommendations for preserving and stewarding several historic and cultural assets in Paducah, a priority for the Paducah Board of Commissioners. These iconic assets include the Hotel Metropolitan, Stuart Nelson Park and the legacy of Dr. Stuart Nelson, Columbia Theatre, Oscar Cross’ home, and Southside Neighborhoods. After multiple meetings with stakeholders and on-site visits, Monica Rhodes, Rhodes Heritage Group founder and president, along with Paducah native, Brent Leggs, presented an overview at this meeting of the Preservation Opportunities Assessment report which provides preservation recommendations for each historic site or area. Rhodes called Paducah a “trailblazer” for the desire to preserve and be stewards of its local cultural legacy. The full report can be found at <https://paducahky.gov/historical-and-cultural-resources>.”

Solid Waste Collection Rates Discussion

”Director of Public Works Chris Yarber provided an overview of the Public Works Department’s Solid Waste Division, which is staffed by 25 employees. This division manages the collection of refuse and curbside recycling. In 2022, more than 10,700 tons of residential garbage were collected along with nearly 126 tons of recyclables. Since the City of Paducah launched the curbside recycling initiative in 2018, the number of customers has not grown as much as expected – 753 customers in the initial year to the current 1329 customers.

Yarber showed the history of the increasing cost per ton to dispose of solid waste. The City paid \$34.95 per ton in fiscal year 2016 to dispose of garbage. Currently, the City pays \$50.40 per ton to

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dispose of solid waste, and it costs even more to dispose of recyclables with the City paying \$57.71 per ton.

With the increase in the disposal fees for solid waste and recycling along with increasing personnel costs, the Solid Waste Division's revenue and expenses are not balancing with the current year expected to have a \$1.2 million shortfall that must be balanced from reserve funds.

Yarber then discussed the history of the solid waste collection fees. For a residential customer with one garbage container, the monthly fee is \$16.50. That fee has been in place since June 2008 when it was increased from \$15.35. Since it has been more than 15 years since fees increased and to balance the budget, Yarber proposed bringing Paducah's fee in line with other Kentucky communities. Yarber proposed increasing Paducah's residential fee from \$16.50 per month to approximately \$24.50 per month which could be a phased implementation. There would be an increase in fees for commercial customers as well.

The next steps are to gather feedback from each Commissioner and develop a proposed rate implementation plan to present at the next regular Commission meeting."

Safe Haven Baby Box Project

"At the previous meeting, the Paducah Board of Commissioners approved an agreement with Safe Haven Baby Boxes, Inc. for the installation of a safe haven box at one of Paducah's fire stations. Since that meeting, Paducah Fire Chief Steve Kyle has reviewed the City's five fire stations and determined that Station #5 located at 1714 Broadway would be the best location for the Safe Haven Baby Box. The box would be placed on the east side of the building. Kentucky law allows for a parent to anonymously leave a newborn infant with an emergency medical service provider, police officer, or firefighter. A Safe Haven Box is an enclosed, temperature-controlled area that will be installed along the fire station's outer wall. Once a baby is placed inside, an alert system will notify emergency services of the newborn so that the baby can be safely retrieved. At the previous meeting, the Board approved an agreement with Hope Unlimited which requested the Safe Haven Box for Paducah-McCracken County. Private donations through Hope Unlimited are helping to cover the City's cost for the expenses related to the Safe Haven Box lease, installation, and annual service fee."

Paducah-McCracken County Convention and Expo Center Projects

"City Manager Daron Jordan and Mayor George Bray discussed recent dialogue with McCracken County regarding repairs to the Paducah-McCracken County Convention and Expo Centers. The roof repair project has been launched, and the City and County are reviewing a list of facility needs with heating and air conditioning as a high priority. Mayor Bray said the proceeds from the transient room tax collected by the County will be able to fund a bond to address many of the maintenance needs. The County has asked if the City would partner to fund, if needed, overages not covered by the transient room tax. Mayor Bray said it was a reasonable ask. County Commissioner Bill Bartleman attended the meeting and said the Convention Center Corporation is meeting next week to begin prioritizing the facility projects. Plus, there needs to be a discussion around the dome and increasing indoor sports tourism."

Bill Bartleman spoke during the Convention Center Discussion regarding transient room tax and bonding convention center repairs costs.

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COMMENTS:

City Manager Jordan reminded everyone that Saturday, October 28, is First Responder Recognition Day. He expressed thanks to all first responders and encouraged everyone in the community to recognize first responders on that day.

Commissioner Smith would like to see the City engage with housing developers and builders to establish more housing in Paducah.

EXECUTIVE SESSION

Commissioner Henderson offered Motion, seconded by Commissioner Guess, 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)
- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)

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

RECONVENE IN OPEN SESSION

Commissioner Henderson offered Motion, seconded by Commissioner Smith, 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).

ADJOURN

Commissioner Wilson 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: 7:32 p.m.

ADOPTED: November 14, 2023

George Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

November 14, 2023

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Meeting of the Civil Service Commission – October 20, 2023
2. Preservation Opportunities Assessment – Prepared by Rhodes Heritage Group – Presentation to Commission October 24, 2023

Contract File:

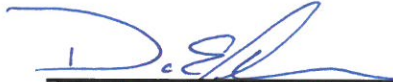
1. Contract Modification – Midstates Construction - \$51,108.15 – MO #2760
2. Landing Barge Agreement with Pine Bluff Materials – Ohio River Boat Dock – MO #2785
3. Lease and Service Agreement with Safe Haven Baby Boxes, Inc. – MO #2812
4. Contract Amendment with Tyler Technologies – MO #2815
5. Acceptance of GameTime Playground Grant and Purchase Agreement -Keiler Park – MO #2819
6. Contract For Services – FY2024 – Sprocket – MO #2821
7. Change Order #4 – Robert Cherry Civic Center – Midstates Construction – MO #2822
8. Revised Scope of Work and Proposed Engineering Fee – Buckner Lane Bridge Replacement Project – ORD 2023-10-8792
9. Subdivision Performance and Warranty Surety Bond Agreement – Trails End Subdivision – ORD 2023-10-8793
10. Order Form – Open Counter Software Subscription through 9-1-2026 – Signed by Lindsay Parish, City Clerk

Financials File:

1. Paducah Water Works – Month Ended September 30, 2023

CITY OF PADUCAH
November 14, 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.



City Manager's Office Signature

11/9/2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 14, 2023**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Kitty, Ariana Rusek	E911 Communication Services Manager	\$46.81/hr	NCS	Ex	November 30, 2023
<u>FINANCE</u>					
Rudd, Carissa J.	Revenue Technician I	\$19.10/hr	NCS	Non-Ex	November 9, 2023
<u>PARKS & RECREATION</u>					
DeRosia, Nicholas James	Parks Maintenance Laborer	\$16.92/hr	NCS	Non-Ex	November 16, 2023
Wallace, Bruce E.	Parks Maintenance Laborer	\$16.92/hr	NCS	Non-Ex	November 16, 2023
<u>POLICE</u>					
Maguire-Hernandez, Sarai E.	Crime Analyst II	\$26.29/hr	NCS	Ex	November 30, 2023
<u>PUBLIC WORKS</u>					
Smith, DeZhuore Jermaine	Solid Waste Truck Driver	\$20.88/hr	NCS	Non-Ex	November 30, 2023

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

<u>CUSTOMER EXPERIENCE</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>
Meeks, Claudia	Assistant City Clerk \$30.68/hr	Assistant City Clerk \$31.60/hr	NCS	Non-Ex	November 16, 2023
<u>FINANCE</u>					
Gipson, Erica F.	Revenue Technician II \$23.88/hr	Revenue Auditor \$28.66/hr	NCS	Ex	November 2, 2023
Gray, Kristi L.	Senior Accountant \$34.66/hr	Senior Accountant \$35.70/hr	NCS	Ex	November 16, 2023
<u>FIRE - PREVENTION</u>					
Tinsman, April K.	Deputy Fire Marshal \$37.20/hr	Deputy Fire Marshal \$38.32/hr	NCS	Non-Ex	November 2, 2023
<u>FIRE - SUPPRESSION</u>					
Hatton, Charles Patrick	Assistant Chief \$35.70/hr	Assistant Chief \$36.77/hr	NCS	Non-Ex	October 5, 2023
<u>HUMAN RESOURCES</u>					
Schofield, Brea	Administrative Assistant \$17.49/hr	Administrative Assistant \$17.93/hr	NCS	Non-Ex	November 16, 2023
<u>PARKS & RECREATION</u>					
Kirks, Kennedy M.	Recreation Specialist \$21.39/hr	Recreation Specialist \$21.92/hr	NCS	Ex	November 16, 2023

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Weeks, Christopher M.	Park Ranger	Resignation	November 18, 2023

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Euteneier, Jaime	Patrolman	Resignation	October 27, 2023
Thomason, Cameron	Detective	Resignation	November 22, 2023
<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Gary, Levon J.	Solid Waste Truck Driver	Resignation	September 28, 2023
Overstreet, Donald E.	Solid Waste Truck Driver	Resignation	November 6, 2023
Thompson, Kneufrom N.	Solid Waste Truck Driver	Termination	November 1, 2023
Titworth, Justin T.	Solid Waste Truck Driver	Resignation	November 2, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve Contract Modification #5 for Midstates Construction for the Civic Center renovation project in an amount of \$4,790.15 - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Approve contract modification #5 for Midstates Construction for the Civic Center renovation project in the amount of \$4,790.15. Contract modification #5 includes the following:

New ventilation for the bathroom exhaust fans in the amount of \$3,803.40.

Additional Hardware necessary for doorways in Kitchen and Mechanical room in the amount of \$986.75.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: ARPA Funding

Account Number: MR0093

Staff Recommendation: Approval.

Attachments:

1. MO - contract modification 5 – Midstates Robert Cherry Civic Center
2. 2147 - Cherry Civic Center - Construction RFP - 20231106

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 5 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF \$4,790.15, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Municipal Order No. 2715, the City of Paducah authorized an Agreement with Midstates Construction, Inc. in the amount of \$1,557,697 for the Robert Cherry Civic Center Renovation Project; and

WHEREAS, by Municipal Order No. 2760, the City Commission approved Contract Modification No. 1 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of \$51,108.15 and authorized the Mayor to execute all documents necessary on behalf of the City; and

WHEREAS, by Municipal Order No. 2774, the City Commission approved Contract Modification No. 2 to the Agreement with Midstates Construction, Inc., to add 45 days to the contract for a final completion date of December 28, 2023, and additions requested by the City for a total change in the amount of \$6,168.52.

WHEREAS, by Municipal Order No. 2792, the City Commission approved Contract Modification No. 3 to the Agreement with Midstates Construction, Inc. for other necessary changes and credits in an amount of \$7,097.38; and

WHEREAS, by Municipal Order No. 2822, the City Commission approved Contract Modification No. 4 with Midstates Construction, Inc. for the removal and replacement of 1 ½” underground natural gas piping; and

WHEREAS, it is now necessary to enter into Contract Modification No. 5 with Midstates Construction, Inc. for new ventilation for the bathroom exhaust fans and additional hardware for kitchen and mechanical room doorways.

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. 5 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of

\$4,790.15 for new ventilation for the bathroom exhaust fans and additional hardware for kitchen and mechanical room doorways.

SECTION 2. The adoption of Contract Modification No. 5 increases the Agreement amount by \$4,790.15, henceforth increasing the total agreement to an amount of \$1,639,230.28. This expenditure shall be charged to the ARPA Funding Project No. MR0093.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 14, 2023
Recorded by Lindsay Parish, City Clerk, November 14, 2023
mo\contract modification 5 – Midstates Robert Cherry Civic Center

November 6, 2023

Amie Clark, CPRP, Director
Parks and Recreation, City of Paducah
1400 H.C. Mathis Drive
Paducah, Kentucky 42001



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

Dear Amie,

Please see attached Construction Proposals from Midstates Construction Co., Inc., for the above referenced project. I have included a summary below of each RFP attached.

REQUEST FOR PROPOSAL 23 (RFP 23): EXHAUST DUCT FOR MEN 104 AND WOMEN 105

Rationale:

Installation of new thru-roof duct for restroom exhaust. Upon demolition, it was discovered that existing thru-roof duct was undersized for new exhaust fans in restrooms.

Proposal Amount: \$3,803.40 Add

REQUEST FOR PROPOSAL 25 (RFP 25): ADDITIONAL HARDWARE OPENING 126 AND 109B

Rationale:

Installation of necessary hardware (weatherstripping, thresholds, door sweeps and astragal strips) for exterior doors at Mechanical 126 and Catering Kitchen 109.

Proposal Amount: \$986.75 Add

The total request of these proposals is an addition of \$4,790.15. Please let me know if you have any questions or need additional information.

Sincerely,
Peck Flannery Gream Warren Inc.

A handwritten signature in black ink, appearing to read 'Jeff Canter', is written over a faint, larger signature.

Jeff Canter, NCARB, AIA
Project Architect

Attachment: RFP 23 – Exhaust Duct for Men 104 and Women 105
RFP 25 – Additional Hardware Openings 126 and 109B

xc: Logan Gay, Midstates Construction Co., Inc.
Randy Crouch, City of Paducah, Public Works Department
Chris Ferrell, City of Paducah, Public Works Department
Ryn Norris, Marcum Engineering
Kip Kessler, BFW Engineering & Testing

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477

FAX: 270-442-8526

October 19, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 23)

Attn: Jeff Canter, NCARB, AIA

Please find below cost breakdown of material and labor per MPE Request for Proposal #4 dated October 11, 2023.

	<u>Material</u>	<u>Labor</u>	<u>Sub</u>
1. Removal of existing, installation of new curb, installation of new ductwork for Men 104 & Women 105 Restroom Exhaust (See attached: Jett's Mechanical)			\$2,823.40
2. Installation of rubber roofing at newly installed curb (See attached: R&S Roofing)			<u>\$600.00</u>
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,423.40</u>
BURDEN		<u>\$0.00</u>	
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,423.40</u>
Total Material, Labor & Sub:		\$3,423.40	
5% Overhead:		\$171.17	
5% Profit:		<u>\$171.17</u>	
		\$3,765.74	
1% Bond		<u>\$37.66</u>	
Total:		\$3,803.40	



P.O. Box 3374
Paducah, Kentucky 42002

Phone: 270-575-3295

October 16, 2023

Attn: Ryan Norris

Re: RFI #3 – Restroom Exhaust – CO#2

PROPOSAL

Jett's Mechanical is pleased to provide the following proposal to increase the size of the exhaust duct in the restrooms.

This proposal is good for 30 days. After 30 days, if accepted we will review prices and negotiate any increase prior to accepting a contract. We appreciate the opportunity to offer our services.

Inclusions - HVAC BASE BID

- Hang and install the following items.
- (1) joint of 12"x12"x4' galvanized duct.
- (1) 12"x12" galvanized end cap.
- Insulate duct & endcap.
- (1) Insulated, 18" tall roof curb.
- (1) Aluminum curb cap with 14" opening.

Labor Shop Fab - 8 Hr X \$85.00 - New	680.00
Labor Field - 12 Hr X \$85.00 - New	1,020.00
Material Duct Fab - New	\$ 430.00
Material Airside - Aluminum Cap - New	\$ 314.50
Overhead & Profit - 15% - Materials	378.90
Total Change Order Price	\$ 2,823.40

If accepted this Proposal in its entirety, must be included in Jett's Contract.

Exclusions

- Premium Time Shift and overtime.
- Roofing for Mechanical equipment & duct curbs or furnish pipe penetration boots & protective sheets.

Jett's Representative: _____

John von Weiland

Proposal expires in 30 days

President – Jeffrey Jett

Estimator - John von Weiland

R&S Roofing / Smith & Smith Roofing Co.

BID

Bonded, Licensed & Insured

KY License #8144; Bond #26335694 • IL License #105009506 & 104018912

1326 Rudy Avenue • Paducah, KY 42001

Phones: Rodney: (270) 519-9287 or Roderic (270) 519-9391

Email: srodney97@yahoo.com or roderic.smith3@gmail.com

TO:

Mid-States Construction
730 Northview Street
Paducah, KY 42001

DATE: October 18,
2023

Phone: _____

Email: _____

CONTRACT:

Signatures if bid accepted:

Homeowner Signature


R&S Roofing Signature
Smith & Smith Roofing Co.

Description:

Install EPDM Rubber Roofing at 20"x20"x18" tall roof curb cut in and installed by others.

- All labor has a one year warranty not including weather related damages.
- EPDM Rubber Roofing has a 30 year manufacturer's warranty.
- *NOTICE: Warranty on labor will be rescinded if homeowner or any other trade professional alters the roof from original contractor.*

Materials Needed:

EPDM Rubber Roofing System
EPDM Adhesive
EPDM Primer
EPDM Flashing
EPDM Lap Sealer

*Fifty percent of total bid is due at the beginning of the project;
the remaining balance is due upon the completion of the job.*

Please make all checks to Rodney Smith, DBA R&S Roofing.

*All final payments are expected after completion of job, or there will be a 2.5% penalty
of the total gross amount added to the outstanding balance per month.*

Bid is open for 15 days.

Total Cost of Labor & Materials

\$600.00

THANK YOU FOR YOUR BUSINESS!

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477

FAX: 270-442-8526

October 31, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 25)

Attn: Jeff Canter, NCARB, AIA

Please find below cost breakdown of material and labor to furnish and install weather stripping, thresholds, door sweeps, and astragal strips at Door Openings 126 and 109B that were not listed to be provided in Hardware Sets 09 & 11 of contract drawings.

	Material	Labor	Sub
1. Thresholds, Weather Stripping, Sweeps, & Astragal Strips (See attached: CDH)	\$316.94		
2. To cut and install weather stripping at Opening 109B in fully grouted HM Frame 1 Carpenter 1.5 hours @ \$26.00/hour		\$39.00	
3. To cut, grout, and install threshold at Opening 109B 1 Carpenter 1 Laborer 1.5 hours @ \$44.00/hour		\$66.00	
4. To cut and install door sweep at Opening 109B 1 Carpenter .5 hour @ \$26.00/hour		\$13.00	
5. To cut and install weather stripping at Opening 126 in fully grouted HM Frame 1 Carpenter 3 hours @ \$26.00/hour		\$78.00	
6. To cut and install astragal strip at Opening 126 1 Carpenter 1 hour @ \$26.00/hour		\$26.00	
7. To cut, grout, and install threshold at Opening 126 1 Carpenter 1 Laborer 2.5 hours @ \$44.00/hour		\$110.00	
8. To cut and install door sweeps at Opening 126 1 Carpenter 1 hour @ \$26.00/hour		\$26.00	
9. Hammer drill, taps, grout, anchors, bits: Lump Sum	\$25.00		
10. Caulk Thresholds/Clean up 1 Laborer 1 hours @ \$18.00/hour		\$18.00	
	\$341.94	\$376.00	
BURDEN	\$341.94	\$131.60	
		\$507.60	
Total Material & Labor:		\$849.54	
10% Overhead:		\$84.96	
5% Profit:		\$42.48	
		\$976.98	
1% Bond		\$9.77	
Total:		\$986.75	



5142B Old Booneville Highway
Evansville, IN 47715
Tel: 270-441-7171 Fax: 270-441-7174

Quote

Quote # : 403135
Quote Date : Oct 30, 2023
Expiration Date : Nov 29, 2023

Customer:

Midstates Construction
Po Box 253
Paducah, KY 42002-0253

Ship To:

CPU - Customer Pick-Up
1117 North 8th Street
Paducah, KY 42001

Account Code : 10335
Terms : Net30
Customer Job # :
Salesperson : Sherri Ritzert
Order Name : Robert Cherry

Purchase Order # :
Shipped Via : Customer Pickup

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Threshold 171 A 72"	74.00	74.00
1	Threshold 171 A 36"	42.00	42.00
1	Weatherstrip 303 AV 1 x 36" 2 x 84"	39.00	39.00
1	Weatherstrip 303 AV 1 x 72" 2 x 84"	46.00	46.00
1	Astragal Strip P4441/80STR No Prep	47.00	47.00
3	Door Sweep 750S N 36" CLR	17.00	51.00
Pre-Tax Total		:	299.00
KY - KENTUCKY SALES TAX		:	17.94
Quote Total		:	316.94

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve Addendum to Lease Agreement with Heritage Operating, LLC D/B/A Cremation Society of Paducah - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: In 2008, a Lease Agreement was formed with Evergreen Services of Paducah for the operation of a crematorium in Oak Grove Cemetery. In 2009, an amendment to the lease agreement was executed authorizing the assignment of the lease from Evergreen to Cremation Society of Paducah, LLC. In 2010, a Memorandum for the purpose of further defining the term of the lease and identifying the leased property (2.5 acres located on the west and south side of Oak Grove Cemetery) was executed.

In 2021, a second amendment to the lease agreement was executed authorizing alterations and improvements to the facility located on the leased premises.

Cremation Society of Paducah, LLC was acquired by Heritage Operating, LLC d/b/a Cremation Society of Paducah.

Requesting approval for the Mayor to authorize this addendum to the lease with Heritage Operating, LLC d/b/a Cremation Society of Paducah for the design and development of a cremation garden on the leased property to include sale of above ground inurnments, and the daily maintenance of the cremation gardens. Heritage Operating, LLC d/b/a Cremation Society of Paducah shall remit payment in the amount equal to 30% of all fees collected to the City of Paducah and provide a record of all sales and services performed.

The original lease expires December 16, 2048, with one (1) renewal term extending the Lease for ten (10) additional years.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO Cremation Society Addendum 2023 – Crematorium
2. Addendeum to Lease Agreement 102623 (002)
3. Cremation Society Property

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN ADDENDUM TO THE LEASE AGREEMENT WITH HERITAGE OPERATING, LLC DBA CREMATION SOCIETY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE SAID ADDENDUM AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, in 2008 the City entered into a Lease Agreement with Evergreen Services of Paducah for the operation of a crematorium in Oak Grove Cemetery; and

WHEREAS, in 2009, the City executed an amendment to the lease agreement authorizing the assignment of the lease to the Cremation Society of Paducah, LLC; and

WHEREAS, in 2010, the City issued a memorandum for the purpose of further defining the term of the lease and identifying the leased property; and

WHEREAS, in 2021, the City executed a second amendment to the lease agreement authorizing certain alterations and improvements to the facility located on the leased premises; and

WHEREAS, Cremation Society of Paducah, LLC was acquired by Heritage Operating, LLC d/b/a Cremation Society of Paducah; and

WHEREAS, the City now wishes to enter into an addendum to the lease with Heritage Operating, LLC d/b/a Cremation Society of Paducah for the design and development of a cremation garden on the leased property to include the sale of above-ground inurnments and the daily maintenance of the cremation gardens.

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

SECTION 1. The City hereby approves the Addendum to Lease Agreement between the City of Paducah, Kentucky, and Heritage Operating, LLC d/b/a Cremation Society of Paducah in substantially the same form attached hereto as Exhibit A and made a part hereof. It is further determined that it is necessary, desirable, and in the best interest of the City to enter into this Addendum to Lease Agreement for the purposes therein specified, and the execution and delivery of this Addendum to Lease Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute this Addendum to Lease Agreement with such changes not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the Mayor.

SECTION 2. 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 _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\Cremation Society Addendum 2023 – Crematorium

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT ("Addendum") is made this _____ day of _____, 2023, by and between the **CITY OF PADUCAH, KENTUCKY** ("Lessor") and **HERITAGE OPERATING, LLC D/B/A CREMATION SOCIETY OF PADUCAH**, a Kentucky limited liability company, 226 North 4th Street, Paducah, Kentucky ("Lessee").

WHEREAS, Lessor entered into a Lease Agreement ("Original Lease") with Evergreen Services of Paducah, LLC ("Evergreen") doing business under the assumed name of Roth Funeral Chapel, which Lease Agreement was dated December 16, 2008;

WHEREAS, Lessor and Evergreen entered into an Amendment to Lease Agreement ("Amendment") dated December 9, 2009, which Amendment provided an option to extend the term and authorized the assignment of the Lease from Evergreen to Cremation Society of Paducah, LLC;

WHEREAS, Lessor and Evergreen entered into a Memorandum ("Memorandum") on March 26, 2010 for the purpose of further defining the term of the Lease and identifying the leased property, which Memorandum is of record in Deed Book 1187, page 75, in the McCracken County Clerk's Office; and

WHEREAS, Evergreen formed a subsidiary known as Cremation Society of Paducah, LLC, with which it entered into an Assignment of Lease Agreement assigning all of Evergreen's rights title, and interest under the Original Lease, the Amendment, and the Memorandum, to Cremation Society of Paducah, LLC, as Lessee;

WHEREAS, Lessor and Lessee entered into a Second Amendment to Lease Agreement dated June 24, 2021 regarding alterations and improvements to the facility located on the leased premises; and

WHEREAS, the Cremation Society of Paducah, LLC was acquired by Heritage Operating, LLC d/b/a Cremation Society of Paducah; and

WHEREAS, the Lessee and Lessor agree that this addendum to the lease is necessary to assign all of Cremation Society of Paducah, LLC's rights, title, and interest under the Original Lease, the Amendment, the Second Amendment, and the Memorandum to Heritage Operating, LLC d/b/a Cremation Society of Paducah, as well as to govern certain matters not addressed in the Lease agreement and prior amendments thereto;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. As a part of Heritage Operating, LLC's acquisition of Cremation Society of Paducah, LLC, Cremation Society of Paducah, LLC assigned to Heritage Operating, LLC d/b/a Cremation Society of Paducah all of its rights, title, interest, warranties, covenants, duties obligations and undertakings under the following:

A certain lease dated December 16, 2008 by and between Evergreen Services of Paducah, LLC and the City of Paducah, Kentucky, as amended by Amendment to Lease dated December 9, 2009 and by Second Amendment to Lease dated June 24 2021, for a certain parcel of land in Oak Grove Cemetery more particularly described in Memorandum of Lease dated March 26, 2010, of record in Deed Book 1187, page 75, in the McCracken County Court Clerk's office, which lease is for an initial term expiring on December 16, 2048 with one (1) renewal term extending the Lease for ten (10) additional years.

Lessor hereby consents to the assignment of the lease as stated herein.

2. Amendment to Paragraph 5. The parties agree that Paragraph 5 of the Original Lease (dated December 16, 2008) shall be stricken in its entirety and replaced with the following:

Lessee will erect, at its expense and in phases, a cremation (urn) garden that includes spaces for above ground inurnments in various marked places. The spaces will be plotted on a physical drawing of each phase of the garden, which drawing will be available for review and approval by the city cemetery board prior to construction and at any time upon request. Lessee shall provide all labor, materials, and equipment, and shall perform all work necessary and incidental to the provision of cremation inurnment services, including management and maintenance of the grounds and facilities thereon, administrative operations, and sales.

3. Amendment to Paragraph 9. The parties agree that Paragraph 9 of the Original Lease (dated December 16, 2008) shall be stricken in its entirety and replaced with the following:

Lessee shall remit to Lessor an amount equal to thirty percent (30%) of all fees collected by Lessee in its operation of the Facility, whether from sales or performance of services related to the operations of the cremation (urn) garden in the cemetery. Fees shall be remitted to Lessor on a monthly basis and contributed to the cemetery project (PF0048). Lessee will provide for the collection of fees from the purchaser and provide the City with a complete revenue report at the end of each calendar quarter.

4. Record Keeping. Lessee shall be responsible for maintaining appropriate records associated with sales and services performed and shall remit copies of such records to the City of Paducah at the time of sale.

5. Insurance. Lessee agrees that it will comply with the insurance requirements contained in paragraph 7 of the Original Lease.

6. Reaffirmation. All other terms, provisions, and conditions of the Lease, including the Original Lease, Amendment, Memorandum, and Second Amendment, shall remain in full force and effect and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, this Addendum was executed as of the date first above written.

LESSEE:

ATTEST:

**HERITAGE OPERATING, LLC D/B/A
CREMATION SOCIETY OF PADUCAH**

By: _____

By: _____

LESSOR:

ATTEST:

CITY OF PADUCAH, KENTUCKY

By: _____

George Bray, Mayor

By: _____

the Original Lease, Amendment, Memorandum, and Second Amendment, shall remain in full force and effect and shall be binding upon the parties hereto.

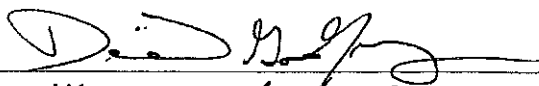
IN WITNESS WHEREOF, this Addendum was executed as of the date first above written.

LESSEE:

ATTEST:

**HERITAGE OPERATING, LLC D/B/A
CREMATION SOCIETY OF PADUCAH**

By: _____


MANAGING PARTNER

By: _____

LESSOR:

ATTEST:

CITY OF PADUCAH, KENTUCKY

By: _____

George Bray, Mayor

By: _____

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approval of Contract Modification for increase of Scope in Contract with Chambers Roofing Co., Inc. for the Market House Roof replacement change of \$1,288.17 - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Ferrell,
Marcey Simmons
Presentation By: Chris Yarber

Background Information: On August 3, 2023, sealed bids were opened for the Market House roof replacement. One bid was received from Chambers Roofing Co., Inc, with a responsive evaluated bid in accordance with the specifications, at a price of \$83,887.04.

On August 22, 2023, the Board of Commissioners approved Municipal Order 2780 for a contract in the amount of \$83,887.04 with Chambers Roofing Co., Inc. During the roofing contract, it was discovered that additional materials and labor were necessary to complete the scope of work. This makes the total contract amount \$85,175.21.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: City Facilities Improvements

Account Number: PF0079

Staff Recommendation: Authorize the Mayor to sign Contract Modification to the roofing contract with Chambers Roofing Co., Inc for the increase in the scope of the Market House Roof replacement for \$1,288.17.

Attachments:

1. MO Contract Modification 1 - Chambers Roofing - Market House roof replacement
2. MARKET HOUSE INVOICE Nxlsx (003)
3. MARKET HOUSE carpentry INVOICE Nxlsx (003)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO MODIFY THE SCOPE OF THE CONTRACT WITH CHAMBERS ROOFING CO., INC., FOR THE MARKET HOUSE ROOF REPLACEMENT FOR AN INCREASE OF \$1,288.17, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Municipal Order 2780, the City of Paducah authorized a contract with Chambers Roofing Co., Inc., in the amount of \$83,887.07 for the replacement of the roof on the Market House; and

WHEREAS, during the roof replacement, it was discovered that additional materials and labor were necessary to complete the scope of the work, resulting in an increase in the amount of \$1,288.17, bringing the total project cost to \$85,175.21.

WHEREAS, the City of Paducah now wishes to sign Contract Modification #1 to the roofing contract with Chambers Roofing Co., Inc.

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 Chambers Roofing Co., Inc. in the amount of \$1,288.17, bringing the total project cost to \$83,887.04.

SECTION 2. This project shall be paid from the City Facilities Improvements Account PF0079.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 14, 2023
Recorded by Lindsay Parish, City Clerk, November 14, 2023
mo\contract modification 1 – Chambers Roofing – Market House roof replacement

RESIDENTIAL

Joe Chambers
Owner



COMMERCIAL

Mark Chambers
Owner

Since 1943

Residential & Commercial

PO BOX 9445 PADUCAH, KY 42002

270-442-8326

PO 20240944

Market House Building
132 S Second Street
Paducah, Ky. 42001

10/14/2023

INVOICE

Closed off 2 traffic flowing streets with fencing .
Set OSHA approved cones with caution tape along 2 side walk areas to protect foot traffic.
Places all supplies & equipment inside the safety areas.
Removed 178 squares of 3 tab shingles & underlayment.
Adhered ice barrier along all walls, ac curbs, valleys & bottom eves.
Installed 178 squares of GAF weatherwood LifeTime shingles.
Installed GAF Pro Starters along all bottom eves & rakes.
Installed the GAF Snow Country Filtered Vent Ridge.
Installed the GAF Hip & Ridge.
Flashed allwalls with aluminum step flashing.
Removed & replace 986 lf of clay color drip molding.
Removed & replaced 18 bronze colored pipe boots.
Cleaned all debris from job site. Magnetived brick work along 2 streets.
Using a back pac blower we cleaned strees & side walks.

Amount due \$83,887.04

Mark Chambers
Cell: 270-519-8329
mark@chambersroofingky.com

"Providing Top Quality Craftsmanship Customers Have Come To Expect"

www.chambersroofinky.com

RESIDENTIAL

Joe Chambers
Owner



COMMERCIAL

Mark Chambers
Owner

Since 1943

Residential & Commercial

PO BOX 9445 PADUCAH, KY 42002

270-442-8326

PO 20240944

Market House Building
132 S Second Street
Paducah, Ky. 42001

10/14/2023

INVOICE

CHANGE ORDER

Removed & replaced 9 sheets of 4 ply cdx.

\$765.67

Renailed loose decking as needed along the outer
perimeter .

\$522.50

Amount Due \$1,288.17

Mark Chambers
Cell: 270-519-8329
mark@chambersroofingky.com

"Providing Top Quality Craftsmanship Customers Have Come To Expect"

www.chambersroofinky.com

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve the Application for a Creating Vibrant Communities Grant - **N. HUTCHISON**

Category: Municipal Order

Staff Work By: Nicholas Hutchison, Hope
Reasons, Palmer Stroup
Presentation By: Nicholas Hutchison

Background Information: This program is part of the KY Transportation Cabinet's Transportation Development Planning Assistance Program. It aims to proactively help communities plan for land use, transportation, and future development options for a targeted area containing one or multiple properties. Through the program, a community will create a plan that will outline the vision, conceptual development plan, and actionable next steps necessary to create a transformative and unique destination for the community. KYTC has a team of consultants that will be working directly with each community to create their unique plan. There is no direct financial award included with this grant.

The Planning Department is applying for the commercial district in the Southside Community of Paducah. The goal is to make this area a safe and attractive destination for all modes of transportation and development, including residential development.

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

If yes, please list the Commission Priority: Southside Enhancements, Quality of Life, Bike Lanes and Trails

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the application for the Creating Vibrant Communities Grant program and authorize the Mayor to sign all documentation related to same.

Attachments:

1. MO app – Kentucky Transportation Cabinet – Vibrant Communities Grant 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A
“CREATING VIBRANT COMMUNITIES” GRANT THROUGH THE
KENTUCKY TRANSPORTATION CABINET’S TRANSPORTATION
DEVELOPMENT PLANNING ASSISTANCE PROGRAM, AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED
TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a “Creating Vibrant Communities” grant through the Kentucky Transportation Cabinet’s Transportation Development Planning Assistance Program. This grant request is for technical assistance for the creation of a plan that will outline the vision, conceptual development plan, and actionable next steps necessary to create a transformative and unique destination for the Southside Community.

SECTION 2. There is no local match required for this grant.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 14, 2023

Recorded by Lindsay Parish, City Clerk, November 14, 2023

\\mo\grants\app – Kentucky Transportation Cabinet – Vibrant Communities Grant 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Authorize the application for and acceptance of a Kentucky Equitable Entrepreneurial Ecosystems in Rural Communities Grant in the amount of \$5,000 for the Paducah Main Street Program - N. HUTCHISON

Category: Municipal Order

Staff Work
By: Angela
Schade
Presentation
By: Nicholas
Hutchison

Background Information: Main Street America is leading Equitable Entrepreneurial Ecosystem work to scale and expand program offerings as part of a local Main Street program's overall economic vitality activities. Main Street America (MSA), in partnership with Forward Cities, is accepting applications for Phase 2 of its Pilot Program. This program grant offers technical assistance, virtual programming, \$5,000 implementation dollars, and a \$1,500 IEDC (International Economic Development Conference) stipend for professional certification. If awarded, the technical assistance will be used to assist Main Street staff with the implementation of an E3 development process to better assist Main Street Merchants. The process helps Main Street staff assess, upgrade, and disburse information to merchants about financial opportunities, networking and relationships, positive entrepreneurial culture, talent pools, education, and training.

There is no local match requirement for this grant.

The anticipated timeline for the grant is as follows:

- September 21, 2023: Application is Live
- November 17, 2023: Application Deadline
- November, 2023: Community Selections
- December 2023: Announce Communities and Pre-Work for Phase 2
- January 2024: E3 in Rural Communities Program Begins
- May/June 2024: E3 in Rural Communities Program Wrap Up

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

If yes, please list the Commission Priority: Downtown.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application for and acceptance of a Kentucky Equitable Entrepreneurial Ecosystems in Rural Communities Grant and authorize the Mayor to execute all documents related to same.

Attachments:

1. MO app & award – Main Street America 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A KENTUCKY EQUITABLE ENTREPRENEURIAL ECOSYSTEMS IN RURAL COMMUNITIES GRANT THROUGH MAIN STREET AMERICA IN THE AMOUNT OF \$5,000 FOR TECHNICAL ASSISTANCE AND A \$1,500 IEDC STIPEND FOR PROFESSIONAL CERTIFICATION, ACCEPTING ANY GRANT FUNDS AWARDED, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a Kentucky Equitable Entrepreneurial Ecosystems in Rural Communities Grant in the amount of \$5,000 from Main Street America (MSA) for technical assistance and virtual programming, and a \$1,500 International Economic Development Conference (IEDC) stipend for professional certification.

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

SECTION 3. There is no local match required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 14, 2023
Recorded by Lindsay Parish, City Clerk, November 14, 2023
\\mo\grants\app & award – Main Street America 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve the Contract for Uniform Services for the Fire Department - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: The Fire Department contracts uniform services for its personnel. The most recent 2 year contract expired and a new 2 year uniform contract with a 2 year renewal option was advertised for bid. The bid had each item that the fire department uses and vendors were to return the bid with their price per item. One vendor submitted a bid for the contract. It was Galls Inc. The bid was evaluated and is being recommended for award. The Galls bid was a responsive bid and is being recommended to accept.

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: Accept contract for uniforms from Galls Inc.

Attachments:

1. MO bid-Galls Uniforms Fire Department 2023
2. 2023 Galls Uniform Spec Unit Pricing
3. 2023 Galls Bid Proposal - Uniform Services
4. 2023 Galls Uniform Services Contract
5. 2023 Galls, LLC Evaluation Form

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF GALLS, LLC, FOR THE PURCHASE OF UNIFORMS FOR PADUCAH FIRE DEPARTMENT EMPLOYEES, 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. That the City of Paducah accepts the bid of Galls, LLC, for uniforms for employees in the Paducah Fire Department at the unit prices as shown on the attached price list (**Exhibit A**), for a period of two years, with an optional two-year renewal, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Galls, LLC, dated November 1, 2023.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Galls, LLC, for furnishing the City with uniforms as authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid. Said contract is for a two-year time period with an optional two-year renewal.

SECTION 3. These expenditures shall be charged to various Paducah Fire Department accounts.

SECTION 4. 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, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\bid-Galls Uniforms Fire Department 2023

Exhibit A
Price List Attached

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

ARTICLE #	BRAND	ITEM	MODEL	DESCRIPTION	SIZE	UNIT PRICE	COMPLIANCE Y/N
	Column1	Column2	Column3	Column4	Column5	Column7	Column8
	SHIRTS						
1	5.11	SHORT SLEEVE T SHIRT	40016	5.11 SHORT SLEEVE T SHIRT, UTILI-T CREW T SHIRT, COLOR: DARK NAVY (724), LOGO LEFT CHEST, PRINTING ON BACK, SCREEN PRINT WHITE & RED	S-3XL	\$61.58	Y
2	5.11	LONG SLEEVE T SHIRT	40046	5.11 LONG SLEEVE T SHIRT, UTILI-T LONG SLEEVE COLOR: DARK NAVY (724), LOGO LEFT CHEST, PRINTING ON BACK, SCREEN PRINT WHITE & RED	S-3XL	\$50.99	Y
3	GILDAN	SHORT SLEEVE T SHIRT	64000	GILDAN ADULT T SHIRT, COLORS: LIGHT PINK AND DAISY, LOGO LEFT CHEST, PRINTING ON BACK, SCREEN PRINT WHITE & RED	XS-5XL	\$20.87	Y
4	GILDAN	LONG SLEEVE T SHIRT	2400	GILDAN ADULT LONG SLEEVE T SHIRT, COLOR: LIGHT PINK, LOGO LEFT CHEST, PRINTING ON BACK, SCREEN PRINT WHITE & RED	S-5XL	\$25.10	Y
5	UNDER ARMOUR	WORKOUT SHIRT	1005684	UNDER ARMOUR MEN'S UA TACTICAL TECH SHORT SLEEVE SHIRT, COLOR DARK NAVY, LOGO LEFT CHEST WHITE ONLY	ALL SIZES	\$29.50	Y
6	UNDER ARMOUR	WORKOUT SHIRT	1343357	UNDER ARMOUR WOMEN'S UA TACTICAL TECH SHORT SLEEVE, COLOR: DARK NAVY, LOGO LEFT CHEST WHITE ONLY	ALL SIZES	\$29.50	Y

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

7	5.11	MEN'S SHORT SLEEVE POLO SHIRT	71049	5.11 MEN'S PERFORMANCE SHORT SLEEVE POLO, COLORS: WHITE (010) & DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL, TALL SIZES IF AVAILABLE	\$49.99 Y	
8	5.11	MEN'S SHORT SLEEVE POLO SHIRT	41060	5.11 MEN'S PROFESSIONAL SHORT SLEEVE POLO, COLORS: WHITE (010) & DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL, TALL SIZES IF AVAILABLE	\$51.99 Y	
9	5.11	WOMEN'S SHORT SLEEVE POLO SHIRT	61165	5.11 WOMEN'S PERFORMANCE SHORT SLEEVE POLO, COLORS: WHITE (010) & DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	XS-XL	\$49.99 Y	
10	5.11	WOMEN'S SHORT SLEEVE POLO SHIRT	61166	5.11 WOMEN'S PROFESSIONAL SHORT SLEEVE POLO, COLORS: WHITE (010) & DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-XL	\$51.99 Y	
11	5.11	LONG SLEEVE POLO	42056	COLORS: WHITE (010) & DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL, TALL SIZES IF AVAILABLE	\$56.50 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

12	5.11	JOB SHIRT 1/4 ZIP 2.0	72534	JOB SHIRT ¾ ZIP 2.0, COLOR: FIRE NAVY (720), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER	S-4XL, LENGTH: REG. & TALL	\$70.99 Y	
13	5.11	MEN'S SHORT SLEEVE TACLITE PDU CLASS A SHIRT, PFD CLASS B UNIFORM	71167	MEN'S 5.11 TACTICAL SHORT SLEEVE TACLITE PDU CLASS A SHIRT, MIDNIGHT NAVY (750), RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	S-6X, LENGTH: SHORT, REG., & LONG	\$60.99 Y	
14	5.11	WOMEN'S TACLITE SHORT SLEEVE PDU CLASS A SHIRT, PFD CLASS B UNIFORM	61167	WOMEN'S 5.11 TACTICAL SHORT SLEEVE TACLITE PDU CLASS A SHIRT, MIDNIGHT NAVY(750), RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	XS-XL, LENGTH: REG. & TALL	\$60.99 Y	
15	5.11	MEN'S LONG SLEEVE TACLITE PDU CLASS A SHIRT, PFD CLASS B UNIFORM	72365	MEN'S 5.11 TACTICAL LONG SLEEVE PDU CLASS A SHIRT, MIDNIGHT NAVY (750), RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	S-6X, LENGTHS: SHORT, REG., TALL	\$65.99 Y	
16	5.11	WOMEN'S LONG SLEEVE TACLITE PDU CLASS A SHIRT, PFD CLASS B UNIFORM	62365	WOMEN'S TACLITE PDU CLASS A LONG SLEEVE SHIRT, MIDNIGHT NAVY (750), RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	XS-XL, LENGTH: REG. & TALL	\$65.99 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

17	FECHHEIMER	ZIPPERED SHORT SLEEVE SHIRT		85R78Z	MEN'S FLYING CROSS, WHITE, SHORT SLEEVE ZIPPERED FRONT 100% VISA SYSTEM 3 POLYESTER SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	14.0-22.5 NECK, INCLUDE LONG SIZES	\$55.00 Y	
18	FECHHEIMER	ZIPPERED LONG SLEEVE SHIRT		33W78Z	MEN'S FLYING CROSS, WHITE, LONG SLEEVE ZIPPERED FRONT 100% VISA SYSTEM 3 POLYESTER SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	14.0-22.5 NECK,32-39 SLEEVE, INCLUDE LONG SIZES	\$62.50 Y	
19	FECHHEIMER	POLYESTER/ COTTON SHORT SLEEVE SHIRT		85R54	MEN'S FLYING CROSS, WHITE, SHORT SLEEVE, DURO POPLIN POLYESTER/ COTTON SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	14.0-22.5 NECK, INCLUDE LONG SIZES	\$46.75 Y	
20	FECHHEIMER	POLYESTER/ COTTON LONG SLEEVE SHIRT		35W54	MEN'S FLYING CROSS, WHITE, LONG SLEEVE, DURO POPLIN POLYESTER/ COTTON SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	14.0-22.5 NECK, 32-39 SLEEVE, INCLUDE LONG SIZES	\$51.75 Y	
21	FECHHEIMER	POLYESTER COMMAND SHORT SLEEVE SHIRT		176R78	WOMEN'S FLYING CROSS, WHITE, COMMAND POLYESTER SHORT SLEEVE SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	30-52	\$55.25 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

22	FECHHEIMER	POLYESTER COMMAND LONG SLEEVE SHIRT	126R78	WOMEN'S FLYING CROSS, WHITE, COMMAND POLYESTER LONG SLEEVE SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	30-64, SLEEVE: REG. & LONG	\$59.75 Y	
23	FECHHEIMER	POLYESTER/ COTTON SHORT SLEEVE SHIRT	126R54	WOMEN'S FLYING CROSS, WHITE, SHORT SLEEVE, DURO POPLIN POLYESTER/ COTTON SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	30-52	\$44.75 Y	
24	FECHHEIMER	POLYESTER/ COTTON LONG SLEEVE SHIRT	228A54	WOMEN'S FLYING CROSS, WHITE, LONG SLEEVE, DURO POPLIN POLYESTER/ COTTON SHIRT, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	02-30, SLEEVE: REG. & LONG	\$49.75 Y	
25	BLAUER	MEN'S LONG SLEEVE SHIRT, CLASS A	8431	MEN'S BLAUER, COLORS: WHITE & MEDIUM BLUE, COTTON, LONG SLEEVE, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	14.5-24.5 NECK, 31-39 SLEEVE	\$75.50 Y	
26	BLAUER	WOMEN'S LONG SLEEVE SHIRT, CLASS A	8431W	WOMEN'S BLAUER, COLORS: WHITE & MEDIUM BLUE, COTTON, LONG SLEEVE, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH	14.5-19.5 NECK, 33-37 SLEEVE	\$75.50 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

27	5.11	TACTICAL TDU SHIRT	72002	TRT, TDU LONG SLEEVE SHIRT, DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER	XS-4XL	\$62.99 Y	
28	5.11	TACTICAL TDU SHIRT, TACLITE	71339	PREV., TACTICAL TACLITE TDU SHORT SLEEVE SHIRT, DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-5XL, LENGTH: REG. & TALL	\$57.99 Y	
29	5.11	TACTICAL TDU SHIRT, TACLITE, PREV.	72054	PREV. TACTICAL TACLITE TDU LONG SLEEVE SHIRT, DARK NAVY (724), OPTIONS: EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-5XL, LENGTH: REG. & TALL	\$62.99 Y	
30	PORT AUTHORITY	WOMEN'S SHORT SLEEVE POLO SHIRT, PREV.	L572	PORT AUTHORITY LADIES DRY ZONE UV MICRO-MESH POLO, EMBROIDERY: LOGO ON LEFT CHEST, FIRST INITIAL. LAST NAME ON RIGHT CHEST, ALL AVAILABLE COLORS	ALL AVAILABLE SIZES	\$29.50 Y	
31	PORT AUTHORITY	WOMEN'S SHORT SLEEVE POLO SHIRT, PREV.	L500	PORT AUTHORITY LADIES SILK TOUCH SHORT SLEEVE SPORT SHIRT, EMBROIDERY: FIRST INITIAL. LAST NAME ON RIGHT CHEST, ALL AVAILABLE COLORS	ALL AVAILABLE SIZES	\$29.50 Y	
32	PORT AUTHORITY	WOMEN'S LONG SLEEVE POLO SHIRT, PREV.	L500LS	PORT AUTHORITY LADIES SILK TOUCH LONG SLEEVE SPORT SHIRT, EMBROIDERY: FIRST INITIAL. LAST NAME ON RIGHT CHEST, ALL AVAILABLE COLORS	ALL AVAILABLE SIZES	\$33.50 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

33	PORT AUTHORITY	WOMEN'S SHORT SLEEVE BUTTON DOWN SHIRT, PREV.	L508	PORT AUTHORITY LADIES SHORT SLEEVE EASY CARE SHIRT, EMBROIDERY: FIRST INITIAL. LAST NAME ON RIGHT CHEST, ALL AVAILABLE COLORS	ALL AVAILABLE SIZES	\$34.50 Y	
34	PORT AUTHORITY	WOMEN'S LONG SLEEVE BUTTON DOWN SHIRT, PREV.	L608	PORT AUTHORITY LADIES LONG SLEEVE EASY CARE SHIRT, EMBROIDERY: FIRST INITIAL. LAST NAME ON RIGHT CHEST, ALL AVAILABLE COLORS	ALL AVAILABLE SIZES	\$36.50 Y	
PANTS							
35	FECHHEIMER	MEN'S POLYESTER GABADINE PANTS	FL 3900	MEN'S FLYING CROSS COMMAND 100% POLYESTER GABARDINE PANTS, LAPD NAVY	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$48.50 Y	
36	FECHHEIMER	WOMEN'S POLYESTER GABADINE PANTS	3900W	WOMEN'S FLYING CROSS COMMAND 100% POLYESTER GABARDINE PANTS, LAPD NAVY	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$48.50 Y	
37	5.11	TACTICAL RIPSTOP TDU PANTS	74003	MEN'S 5.11 TACTICAL RIPSTOP TDU PANTS, COLORS: DARK NAVY (724) & TDU KHAKI (162)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$56.75 Y	
38	5.11	TACTICAL STRYKE PANTS	74369	MEN'S 5.11 TACTICAL STRYKE PANTS, COLORS: DARK NAVY (724) & KHAKI (055)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$75.44 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

39	5.11	TACTICAL STRYKE PANTS	64386	WOMEN'S 5.11 TACTICAL STRYKE PANTS, COLORS: DARK NAVY (724) & KHAKI (055)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$75.44 Y	
40	5.11	TACTICAL APEX PANTS	74434	MEN'S 5.11 TACTICAL APEX PANTS, COLORS: DARK NAVY (724) & KHAKI (055)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$80.98 Y	
41	5.11	TACTICAL APEX PANTS	64446	WOMEN'S 5.11 TACTICAL APEX PANTS, COLORS: DARK NAVY (724) & KHAKI (055)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$80.98 Y	
42	5.11	FAST-TAC URBAN PANT	74461	MEN'S 5.11 FAST-TAC URBAN PANTS, COLORS: DARK NAVY (724) & KHAKI (055)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$43.60 Y	
43	5.11	FAST-TAC URBAN PANT	64420	WOMEN'S 5.11 FAST-TAC URBAN PANTS, COLORS: DARK NAVY (724) & KHAKI (055)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$43.60 Y	
44	5.11	MEN'S TACLITE PDU CLASS A PANT, PFD CLASS B UNIFORM	74370	MEN'S 5.11 TACTICAL TACLITE PDU CLASS A PANT, MIDNIGHT NAVY (750)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$58.73 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

45	5.11	WOMEN'S TACLITE PDU CLASS A PANT, PFD CLASS B UNIFORM	64370	WOMEN'S 5.11 TACTICAL TACLITE PDU CLASS A PANT, MIDNIGHT NAVY (750)	ALL AVAILABLE WAIST AND INSEAM MEASUREMENT S	\$58.73 Y
46	5.11	APEX 11" SHORTS	73334	MEN'S 5.11 APEX 11" SHORTS, COLOR: DARK NAVY (724)	ALL AVAILABLE SIZES	\$68.52
47	5.11	WOMEN'S TACLITE PRO 9" RIPSTOP SHORTS	63071	WOMEN'S 5.11 TACLITE PRO 9" RIPSTOP SHORT, COLOR: DARK NAVY (724)	ALL AVAILABLE SIZES	\$47.16 Y
UNIFORM ACCESSORIES						
48	BOSTON LEATHER	TRADITIONAL 1 1/2" OFF DUTY LEATHER BELT	6582-1	BLACK, PLAIN FINISH W/ GOLD AND SILVER BUCKLE OPTIONS	24-56"	\$24.00 Y
49	5.11	1.5" TDU BELT	59551	BLACK, 1.5" TDU BELT	S-4XL	\$16.50 Y
50	CMC	RAPPEL UNIFORM BELT	202400	CMC RAPEL UNIFORM COBRA-D BELT, BLACK	26-48	\$89.88 Y
51	JOX SOX	MEN'S CUSHIONED CREW SOCKS	WDBASKU3	MEN'S CUSHIONED CREW SOCKS, COLORS: WHITE AND BLACK	BOTH: SHOE SIZE 7-12 AND XL SHOE SIZE 13- 15	\$10.95 Y
52	JOX SOX	WOMEN'S CUSHIONED CREW SOCKS	WDBASKU4	WOMEN'S CUSHIONED CREW SOCKS, COLORS: WHITE AND BLACK	SHOE SIZE 5-10	\$10.95 Y
53	JOX SOX	MEN'S CUSHIONED QUARTER SOCKS	MCQ-012	MEN'S CUSHIONED QUARTER SOCKS, COLORS: WHITE AND BLACK	SHOE SIZE 7-12 AND XL SHOE SIZE 13-15	\$10.95 Y
54	JOX SOX	WOMEN'S CUSHIONED QUARTER SOCKS	WCQ-012	WOMEN'S CUSHIONED QUARTER SOCKS, COLORS: WHITE AND BLACK	SHOE SIZE 5-10	\$10.95 Y
55	ANY	CLIP-ON-TIE		DARK NAVY (61) POLYESTER 3" CLIP- ON TIE WITH BUTTON HOLES	ALL SIZES: 16"- 22"	\$6.50 Y

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

56	ANY	POLYESTER HOOK & LOOP BREAKAWAY NECKTIE		DARK NAVY (61) POLYESTER 3" HOOK & LOOP BREAKAWAY TIE WITH BUTTON HOLES	ALL SIZES: 18"-22"	\$9.20 Y	
57	HERO'S PRIDE	COLLAR EXTENDER	9061	NICKEL FINISH COLLAR EXTENDER		\$6.00 Y	
58	SMITH-WARREN	MALTESE TIE TACK	F14	MALTESE CROSS TIE TAC IN GOLD PLATE AND RHODIUM		\$17.80 Y	
59	BLACKINTON	DISTINGUISHED SERVICE AWARD	A11416	RED AND WHITE W/ GOLD FIRE IN THE MIDDLE, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
60	BLACKINTON	MEDAL OF VALOR	A11179	RED AND BLUE W/ GOLD V, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
61	BLACKINTON	ONE MALTESE CROSS	A10806	RED W/ ONE GOLD MALTESE CROSS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
62	BLACKINTON	TWO MALTESE CROSSES	A10805	RED W/ TWO GOLD MALTESE CROSSES, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
63	BLACKINTON	THREE MALTESE CROSSES	A10804	RED W/ THREE GOLD MALTESE CROSSES, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
64	BLACKINTON	FOUR MALTESE CROSSES	A10803	RED W/ FOUR GOLD MALTESE CROSSES, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
65	BLACKINTON	MERITORIOUS FIRE SERVICE, ONE STAR	A7140-C	RED W/ ONE GOLD STAR, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
66	BLACKINTON	MERITORIOUS FIRE SERVICE, TWO STAR	A7140-D	RED W/ TWO GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
67	BLACKINTON	MERITORIOUS FIRE SERVICE, THREE STAR	A7140-E	RED W/ THREE GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
68	BLACKINTON	MERITORIOUS FIRE SERVICE, FOUR STAR	A7140-F	RED W/ FOUR GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	
69	BLACKINTON	MERITORIOUS FIRE SERVICE, FIVE STAR	A7140-G	RED W/ FIVE GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

70	BLACKINTON	MERITORIOUS FIRE SERVICE, SIX STAR	A7140-H	RED W/ SIX GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
71	BLACKINTON	MERITORIOUS EMS SERVICE, ONE STAR	A346	BLUE W/ ONE GOLD STAR, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
72	BLACKINTON	MERITORIOUS EMS SERVICE, TWO STAR	A346-B	BLUE W/ TWO GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
73	BLACKINTON	MERITORIOUS EMS SERVICE, THREE STAR	A346-C	BLUE W/ THREE GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
74	BLACKINTON	MERITORIOUS EMS SERVICE, FOUR STAR	A346-D	BLUE W/ FOUR GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
75	BLACKINTON	MERITORIOUS EMS SERVICE, FIVE STAR	A346-E	BLUE W/ FIVE GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
76	BLACKINTON	MERITORIOUS EMS SERVICE, SIX STAR	A346-F	BLUE W/ SIX GOLD STARS, TWO NAILS W/ CLUTCH BACKS		\$18.00 Y
77	BLACKINTON	HAT PIN - FIREFIGHTER & DFM	A2327	1 5/8" RHODIUM & GOLD SCRAMBLE W/ SCREW BACK		\$25.20 Y
78	BLACKINTON	HAT PIN - LIEUTENANT	A2912	1 9/16" RHODIUM SINGLE BUGLE, W/ SCREW BACK		\$25.20 Y
79	BLACKINTON	HAT PIN - CAPTAIN	A175	1 1/2" GOLD DOUBLE BUGLES, W/ SCREW BACK		\$25.20 Y
80	BLACKINTON	HAT PIN - BATTALION CHIEF	A2911	1 9/16" GOLD 2 CROSSED BUGLES, W/ SCREW BACK		\$25.20 Y
81	BLACKINTON	HAT PIN - ASST CHIEF	A2910	1 9/16" GOLD 3 CROSSED BUGLES, W/ SCREW BACK		\$25.20 Y
82	BLACKINTON	HAT PIN - DEPUTY CHIEF	A1962	1 9/16" GOLD 4 CROSSED BUGLES, W/ SCREW BACK		\$25.20 Y
83	BLACKINTON	HAT PIN - CHIEF	A2811	1 9/16" GOLD 5 CROSSED BUGLES, W/ SCREW BACK		\$25.20 Y
84	BLACKINTON	EMT PIN	A6193	EMT PIN BLUE AND WHITE, RHODIUM, 2 NAILS W/ CLUTCH BACKS		\$21.50 Y
85	BLACKINTON	TRAINING INSTRUCTOR PIN	A3953T	TRAINING INSTRUCTOR GOLD, RED ENAMEL COLOR, TWO NAILS W/ CLUTCH BACKS		\$33.68 Y

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

86	PREMIER EMBLEM	HAZMAT PIN	P4964	HAZMAT PIN WHITE RED YELLOW BLUE AND GOLD, DESIGN: HAZARDOUS MATERIAL		\$6.00 Y	
87	PREMIER EMBLEM	PIN BACK CLUTCHES, BRASS	P10004-1	BRASS CLUTCH PIN BACK		\$1.75 Y	
88	SMITH & WARREN	PFD FF/DFM, COAT COLLAR INSIGNIA	C501S-3/8", "P.F.D."	GOLD AND RHODIUM FINISHES		\$26.50 Y	
89	SMITH & WARREN	PFD FF/DFM, SHIRT COLLAR INSIGNIA	C501M-1/2", "P.F.D."	GOLD AND RHODIUM FINISHES		\$26.50 Y	
90	SMITH & WARREN	LT, SINGLE BUGLE, SHIRT COLLAR INSIGNIA	C115S	RHODIUM FINISH		\$13.75 Y	
91	SMITH & WARREN	LT, SINGLE BUGLE, COAT COLLAR INSIGNIA	C115L	RHODIUM FINISH		\$20.75 Y	
92	SMITH & WARREN	CAPTAIN, TWO PARALLEL BUGLES, SHIRT COLLAR INSIGNIA	C116S	GOLD FINISH		\$18.50 Y	
93	SMITH & WARREN	CAPTAIN, TWO PARALLEL BUGLES, COAT COLLAR INSIGNIA	C116L	GOLD FINISH		\$25.50 Y	
94	SMITH & WARREN	B/C, DOUBLE CROSSED BUGLES, SHIRT COLLAR INSIGNIA	C118S	GOLD FINISH		\$17.75 Y	
95	SMITH & WARREN	B/C, DOUBLE CROSSED BUGLES, COAT COLLAR INSIGNIA	C118L	GOLD FINISH		\$24.75 Y	
96	SMITH & WARREN	A/C, THREE CROSSED BUGLES, SHIRT COLLAR INSIGNIA	C119S	GOLD FINISH		\$17.75 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

97	SMITH & WARREN	A/C, THREE CROSSED BUGLES, COAT COLLAR INSIGNIA	C119L	GOLD FINISH		\$24.75 Y	
98	SMITH & WARREN	D/C, FOUR CROSSED BUGLES, SHIRT COLLAR INSIGNIA	C122S	GOLD FINISH		\$17.75 Y	
99	SMITH & WARREN	D/C, FOUR CROSSED BUGLES, COAT COLLAR INSIGNIA	C122L	GOLD FINISH		\$24.75 Y	
100	SMITH & WARREN	CHIEF, FIVE CROSSED BUGLES, COAT COLLAR INSIGNIA	C121S	GOLD FINISH		\$17.75 Y	
101	SMITH & WARREN	CHIEF, FIVE CROSSED BUGLES, SHIRT COLLAR INSIGNIA	C121L	GOLD FINISH		\$24.75 Y	
102	SMITH & WARREN	CUSTOM SHIRT BADGE	E288	GOLD AND RHODIUM OPTIONS, CURVED, SAFETY PIN LATCH, SHELLBACK		\$65.85 Y	
103	SMITH & WARREN	CUSTOM COAT BADGE	M180	GOLD AND RHODIUM OPTIONS, CURVED, SAFETY PIN LATCH, SHELLBACK		\$68.79 Y	
104	SMITH & WARREN	FIREFIGHTER BADGE SEAL	C192P	RHODIUM FINISH		\$12.50 Y	
105	SMITH & WARREN	LIEUTENANT BADGE SEAL	C180P	RHODIUM FINISH		\$5.00 Y	
106	SMITH & WARREN	CAPTAIN BADGE SEAL	C183FBE	GOLD FINISH		\$5.00 Y	
107	SMITH & WARREN	ASST. FIRE CHIEF BADGE SEAL	C177BE	GOLD FINISH		\$5.00 Y	
108	SMITH & WARREN	DEPUTY CHIEF BADGE SEAL	C187BE	GOLD FINISH		\$5.00 Y	
109	SMITH & WARREN	CHIEF BADGE SEAL	C189BE	GOLD FINISH		\$5.00 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

110	SMITH & WARREN	DEP. FIRE MARSHAL BADGE SEAL	C127-KYCBKM	GOLD FINISH		\$5.00 Y	
111	SMITH & WARREN	NAME BAR	NP102	NAME PLATE "F. LAST" GOLD AND RHODIUM OPTION, TWO NAILS W/ CLUTCH BACKS		\$13.80 Y	
112	SMITH & WARREN	SERVING SINCE PLATE	NP105	"SERVING SINCE (YEAR)" GOLD AND RHODIUM OPTION		\$11.00 Y	
113	ANY	COVER-UP ARM SLEEVE	N/A	COVER-UP ARM SLEEVE, COLOR: DARK NAVY		\$10.90 Y	
114	ANY	BACKPACK		2 DAY TACTICAL BACKPACK		\$46.00 Y	
115	ANY	FIREFIGHTER GEAR BAG		LARGE FIREFIGHTER GEAR BAG		\$79.20 Y	
116	OGIO	DUFFLE BAG	BB121	OGIO RAGE DUFFEL BAG, COLOR: RED, EMBROIDERY ON THE TOP: FIRST NAME INTTIAL. LAST NAME IN GOLD THREAD		\$52.60 Y	
117	CROSSFIRE	SAFETY GLASSES	121	TALON SAFETY GLASSES, BLACK FRAME- SMOKE LENS		\$9.00 Y	
118	CROSSFIRE	SAFETY GLASSES	124	TALON SAFETY GLASSES, BLACK FRAME- CLEAR LENS		\$9.00 Y	
119	EDGE	SAFETY GLASSES	DAWSON	MATTE BLACK FRAME COLOR, POLARIZED SMOKE LENS COLOR		\$68.98 Y	
120	EDGE	SAFETY GLASSES	DAWSON	MATTE BLACK FRAME COLOR, CLEAR VAPOR SHIELD LENS COLOR		\$55.19 Y	
HEADWEAR							
121	BAYLY	BELL CROWN CAP	07NS2C0	MIDNIGHT NAVY, FRAME SAME AS TOP, 2" BLACK HIGH GLOSS VISOR, SILVER BUTTONS, BLACK STRAP	XS-XXL	\$64.50 Y	
122	BAYLY	BELL CROWN CAP	07NS2C4	MIDNIGHT NAVY, FRAME SAME AS TOP, 2" BLACK HIGH GLOSS VISOR, SILVER BUTTONS, PERMASILVER STRAP	XS-XXL	\$74.50 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

123	BAYLY	BELL CROWN CAP	07GS2D3	WHITE GRAINED, FRAME SAME AS TOP, 2" BLACK HIGH GLOSS VISOR, GOLD BUTTONS, PERMAGOLD STRAP	XS-XXL	\$74.50	Y
124	BAYLY	BELL CROWN CAP	07GS8D3	WHITE GRAINED, FRAME SAME AS TOP, ARMY PERMAGOLD OAK LEAF VISOR, GOLD BUTTONS, PERMAGOLD STRAP	XS-XXL	\$109.50	Y
125	BAYLY	BELL CROWN CAP BUTTONS	7287	BAYLY WIRE-BACK CAP BUTTONS, COLORS: SILVER FD & GOLD FD		\$1.99	Y
126	BAYLY	BELL CROWN CAP STRAP	8516	DOUBLE BLACK PATENT 1/2" STRAP		\$8.27	Y
127	BAYLY	BELL CROWN CAP STRAP	8525	DOUBLE PERMASILVER 1/2" STRAP		\$16.50	Y
128	BAYLY	BELL CROWN CAP STRAP	8519	DOUBLE PERMAGOLD 1/2" STRAP		\$24.50	Y
129	RICHARDSON	BALL CAP PULSE R- FLEX	PTS20	SOLID NAVY W/ EMBROIDERY: LOGO ON THE FRONT, "FIRST INITIAL. LAST NAME	XS-XL	\$24.50	Y
130	RICHARDSON	BALL CAP R-FLEX TRUCKER	110	SOLID NAVY W/ EMBROIDERY: LOGO ON THE FRONT, "FIRST INITIAL. LAST NAME	XS-XL	\$24.50	Y
131	RICHARDSON	BALL CAP SNAP BACK	112	SOLID NAVY W/ EMBROIDERY: LOGO ON THE FRONT, "FIRST INITIAL. LAST NAME	XS-XL	\$24.50	Y
132	5.11	TACTICAL FLEECE WATCH HAT	8920	DARK NAVY W/ EMBROIDERY: LOGO ON THE FRONT, "FIRST INITIAL. LAST NAME	S-XL	\$24.50	Y
133	PORT & COMPANY	KNIT CAP	CP90	NAVY W/ EMBROIDERY: LOGO ON THE FRONT, "FIRST INITIAL. LAST NAME	ONE SIZE FITS MOST	\$18.00	Y
		GLOVES					

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

134	ANY	NYLON STRETCH GLOVES	ANY	WHITE PARADE DRESS GLOVES	ONE SIZE FITS ALL	\$7.71 Y	
135	RINGER GLOVES	RINGER'S EXTRICATION BARRIER 1	R327	EXTRICATION GLOVES	ALL SIZES	\$60.00 Y	
136	RINGER GLOVES	RINGER'S SUPERCUFF RESCUE GLOVES	R347	RESCUE EXTRICATION GLOVES	ALL SIZES	\$30.00 Y	
137	MECHANIX WEAR	MECHANIX WEAR, THE ORIGINAL	MG-05-11	WORK GLOVES, THE ORIGINAL, COLOR: BLACK	ALL SIZES	\$25.00 Y	
JACKETS/ COATS							
138	5.11	TAC-DRY RAIN SHELL 2.0	48372	5.11 TAC-DRY RAIN SHELL 2.0, COLOR: BLACK (019), W/ EMBROIDERED LOGO ON LEFT CHEST PATCH	ALL SIZES	\$130.00 Y	
139	5.11	HI-VIS PARKA 2.0	48379	5.11 RESPONDER HI-VIS PARKA 2.0, COLOR: DARK NAVY (724), W/ REMOVABLE NAME TAPE, FIRST LINE (FIRST INITIAL. LAST NAME) SECOND LINE (RANK) SILVER OR GOLD THREAD DETERMINED BY RANK. HEAT TRANSFER "FIRE" ON THE BACK OF THE OUTER SHELL ONLY, BLACK LETTERS	ALL SIZES	\$193.20 Y	
140	5.11	TACTICAL FLEECE 2.0	78026	5.11 TACTICAL FLEECE 2.0, COLOR: DARK NAVY (724), W/ EMBROIDREY: LOGO ON LEFT CHEST, "FIRST INITIAL. LAST NAME" FIRST LINE, RANK SECOND LINE ON RIGHT CHEST. NAME AND RANK SILVER OR GOLD THREAD DETERMINED BY RANK, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER	ALL SIZES, TALL IF AVAILABLE	\$110.99 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

141	DICKIES	DIAMOND QUILTED JACKET	61242	DICKIES DIAMOND QUILTED JACKET, COLOR: DARK NAVY, EMBROIDREY, CUSTOM SCRIPT ON LEFT CHEST CUSTOM LOGO, "FIRST INITIAL. LAST NAME" FIRST LINE, RANK SECOND LINE ON RIGHT CHEST. NAME AND RANK SILVER OR GOLD THREAD DETERMINED BY RANK, REVERSE FLAG WITH GOLD BORDER ON RIGHT SHOULDER, CUSTOM EMBROIDERY ON LEFT SHOULDER	ALL SIZES, TALL IF AVAILABLE	\$72.99 Y	
142	PORT AUTHORITY	MEN'S SOFT SHELL JACKET	J317	PORT AUTHORITY CORE SOFT SHELL JACKET, COLOR: BLACK W/ EMBROIDREY: LOGO ON LEFT CHEST, "FIRST INITIAL. LAST NAME" FIRST LINE, RANK SECOND LINE ON RIGHT CHEST. NAME AND RANK SILVER OR GOLD THREAD DETERMINED BY RANK, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER	XS-6XL	\$40.99 Y	
143	PORT AUTHORITY	MEN'S SOFT SHELL JACKET, TALL	TLJ317	PORT AUTHORITY TALL CORE SOFT SHELL JACKET, COLOR: BLACK W/ EMBROIDREY: LOGO ON LEFT CHEST, "FIRST INITIAL. LAST NAME" FIRST LINE, RANK SECOND LINE ON RIGHT CHEST. NAME AND RANK SILVER OR GOLD THREAD DETERMINED BY RANK, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER	LT-4XLT	\$52.99 Y	

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

144	PORT AUTHORITY	WOMEN'S SOFT SHELL JACKET	L317	PORT AUTHORITY LADIES CORE SOFT SHELL JACKET, COLOR: BLACK W/ EMBROIDREY: LOGO ON LEFT CHEST, "FIRST INITIAL. LAST NAME" FIRST LINE, RANK SECOND LINE ON RIGHT CHEST. NAME AND RANK SILVER OR GOLD THREAD DETERMINED BY RANK, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER	XS-4XL	\$40.99 Y	
145	FLYING CROSS	MEN'S CLASS A COAT, SUPPRESSION	F1 38804	FLYING CROSS, MEN'S COMMAND 100% POLYESTER DOUBLE BREASTED DRESS COAT, COLOR: LAPD NAVY, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH, BUTTONS: FD BRASS AND FD SILVER PER RANK	ALL SIZES CHEST AND LENGTH	\$187.49 Y	
146	FLYING CROSS	MEN'S CLASS A COAT, PREVENTION	F1 38803	FLYING CROSS, MEN'S SINGLE BREASTED DRESS COAT, COLOR: LAPD NAVY, RIGHT SHOULDER: REVERSED AMERICAN FLAG WITH GOLD BORDER, LEFT SHOULDER: PFD PATCH, BUTTONS: FD BRASS AND FD SILVER PER RANK	ALL SIZES CHEST AND LENGTH	\$163.20 Y	
147	ANCHOR UNIFORM	MEN'S CLASS A TRENCH COAT	761MT	MEN'S DARIEN DOUBLE BREASTED TRENCH COAT, COLOR: DARK NAVY	ALL SIZES CHEST AND LENGTH	\$255.00 Y	
148	ANCHOR UNIFORM	WOMEN'S CLASS A TENCH COAT	761LT	WOMEN'S DARIEN DOUBLE BREASTED TENCH COAT, COLOR: DARK NAVY	ALL SIZES CHEST AND LENGTH	\$255.00 Y	
		SHOES					
		SUPPRESSION					

2023 PADUCAH FIRE DEPT. UNIFORM SPEC

149	ANY		All Available	MEN'S & WOMEN'S	Boot, Black, Waterproof, side zip	ALL SIZES	15% Off	
150	ANY		All Available	MEN'S & WOMEN'S	Boot, Black, Waterproof, side zip, 8" height	ALL SIZES	15% Off	
151	ANY		All Available	MEN'S & WOMEN'S	Boot, Black, Waterproof, side zip, 6" height	ALL SIZES	15% Off	
152	ANY		All Available	MEN'S & WOMEN'S	Boot, Black, Waterproof, side zip, 4.5" height	ALL SIZES	15% Off	
PREVENTION								
153	ANY		All Available	MEN'S & WOMEN'S	BOOT, COMPOSITE TOE, MULTIPLE COLORS	ALL SIZES	15% Off	
154	ANY		All Available	MEN'S & WOMEN'S	OXFORD, COMPOSITE TOE, MULTIPLE COLORS	ALL SIZES	15% Off	
155	ANY		All Available	MEN'S & WOMEN'S	ATHLETIC, COMPOSITE TOE, MULTIPLE COLORS	ALL SIZES	15% Off	
DRESS								
156	ANY		All Available	MEN'S & WOMEN'S	BLACK, OXFORD, HIGH GLOSS	ALL SIZES	15% Off	
157	ANY		All Available	MEN'S & WOMEN'S	BLACK, OXFORD, LEATHER	ALL SIZES	15% Off	
158	ANY		All Available	MEN'S & WOMEN'S	BLACK, CHUCKKA, LEATHER	ALL SIZES	15% Off	
159	ANY		All Available	MEN'S & WOMEN'S	BLACK, CHUCKKA, HIGH GLOSS	ALL SIZES	15% Off	

**CITY OF PADUCAH, KENTUCKY
FIRE DEPARTMENT**

BID PROPOSAL - UNIFORM SERVICES

Proposal of GALLS, LLC
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as GALLS, LLC*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
*Insert "A Corporation", A Partnership" or "An Individual"

UNIFORM SERVICES

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Uniform Services for the Paducah Fire Department** in accordance with the specifications and other contract documents prepared by the Paducah Fire Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Security in the sum of **Five Thousand Dollars (\$5,000.00)**, in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If notice of the acceptance of this Bid is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a contract in the prescribed form and furnish the required insurance within ten (10) days after the contract is presented to him for signature.

Bidder hereby agrees to commence work under this contract upon execution of the Contract. The contract time period will be a Two-Year contract with a Two-Year renewal option as further defined within the specifications.

Contract Unit Prices shall begin upon the execution of the contract. Bid prices are firm and will not be altered during the contract period. The Bidder agrees that no minimum amount of purchase shall be required. All set up fees shipping and any return shipping shall be included in pricing. Bids shall include sales tax and all other applicable taxes and fees.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

Fill out and attach the 2023-02200 UNIFORM SPEC Compliance excel spreadsheet.

Form 2023-02300 Change Order List is provided to list alternative products if a specific uniform spec article is not available for the bidder to provide.

Location of Facility: 1340 Russell Cave Rd, Lexington, KY 40505

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda (if any) and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) _____ Dated _____

Attachments to the Bid Proposal Required:

1. Bid Bond in the amount of \$5,000.
2. "2023 -02200 UNIFORM SPEC Compliance" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
3. All individual items marked by a "NO" on the "2023 -02200 UNIFORM SPEC Compliance" form shall indicate the exception on a "2023 -02300 Change Order List".
4. Certifications signed and notarized.
5. Any additional information as required within the Technical Specifications.

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form". The Bidder will be evaluated individually by the Owner and given a Rated Value for each Criteria Item from 0 = the lowest value to 10 = the highest value. The calculation of the Rating x Weight will equal the Criterion Score. The sum of all Criterion Scores will equip the Overall Score of each bidder.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: GALLS, LLC

BY: Mike Fadden  DATE: 11/1/2023

TITLE: CEO

ADDRESS: 1340 Russell Cave Rd
Lexington KY 40505

PHONE: 844-464-2557 FAX: 887-914-2557

CELL PHONE: _____ E-MAIL: bidreview@galls.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-3545989

KENTUCKY STATE REGISTRATION NUMBER: 0838046

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 16-00030672

**CITY OF PADUCAH, KENTUCKY
FIRE DEPARTMENT**

AGREEMENT FOR UNIFORM SERVICES

THIS AGREEMENT, made this _____ day of November, 2023_ by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and Galls, LLC, hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor agrees to furnish all the necessary materials and services necessary to provide **Uniform Services for use by the City of Paducah Fire Department**. The Uniforms supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the City Fire Chief of the City of Paducah shall, in all respects, be acting as agent for the Owner, City of Paducah.

ARTICLE 2. CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for a **Two-Year time period** beginning upon execution of the Contract Agreement. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the Contract may be renewable for an **additional Two-Year term**, upon the mutual agreement of both parties. The City of Paducah Fire Chief, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. This renewal option shall be exercised by both parties executing and delivering the written Two-Year Renewal Agreement. The Two-Year time period shall begin upon execution of the Contract by the Mayor of the City of Paducah. The City reserves the right to purchase said Contract items at the quoted unit prices until the Two-Year Renewal Agreement has been executed by the parties. However, in no case shall the Vendor be bound to supply the Contract items at these prices past the ending of the original Two-Year contract.

ARTICLE 3. THE CONTRACT PRICES

The Owner shall pay the Vendor for the Uniforms delivered and accepted at the Unit Prices quoted in the Bid Proposal by the Vendor dated 11/1/2023 in accordance with the unit prices as adopted by the Board of Commissioners in Ordinance No. _____. Payment will be made upon satisfactory delivery and in accordance with the Specifications.

Contract Unit Prices shall begin upon the execution of this Agreement. Bid prices are firm and will not be altered during the contract period. . Bids shall include sales tax and all other applicable taxes and fees.

The Vendor agrees that no minimum amount of purchase shall be required.

ARTICLE 4. 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.

GALLS, LLC

BY _____

ADDRESS:
1340 Russell Cave Rd.
Lexington, KY 40505

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

**CITY OF PADUCAH, KENTUCKY
FIRE DEPARTMENT
OWNER EVALUATION FORM**

PROJECT: **Provide Uniform Services for use by the City of Paducah Fire Department**

DATE: 11/6/2023

BIDDER: Galls, LLC

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0- 10)	WEIGHTED - PERCENT	CRITERION SCORE
1.	Customer Service - References Provided	10	30%	3
2.	Ability to submit orders via email with confirmation and w/account balance and management	10	20%	2
3.	Miscellaneous	10	10%	1
4.	Price	10	40%	4

BIDDER'S OVERALL TOTAL SCORE 10

PREFERENCE TO KENTUCKY BIDDERS

1. Bidder is a resident of the following state: Kentucky
2. If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: n/a
3. Addition of any reciprocal preference for resident bidders: yes

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve amendment to MO #1667 Schedule of Fees for the Robert Cherry Civic Center - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie
Clark
Presentation
By: Amie Clark

Background Information: In April 2023, crews broke ground on the renovation project for the Robert Cherry Civic Center. A comp study was performed to assess the fee structure for the facility once reopened. Based on local comps, the Parks and Recreation Department recommends an amendment to Municipal Order No.1667 Schedule of Fees.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Facility Enhancements/Improvements

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO Robert Cherry Civic Center Updated Schedule of Fees

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER SETTING NEW RENTAL RATES FOR THE ROBERT CHERRY CIVIC CENTER, LOCATED IN THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO CHAPTER 70-32(c), PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.

WHEREAS, the City of Paducah offers facilities on a reservation basis with a fee, as appropriate, for the citizens of Paducah/McCracken County to hold private gatherings in city parks and facilities; and

WHEREAS, the Board of Commissioners desires to provide facilities located in city parks available for private use on a reservation basis.

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

SECTION 1. That the City Commission hereby sets the following schedule of fees, for the Robert Cherry Civic Center, located in the City of Paducah, pursuant to the Code of Ordinances of the City of Paducah, Kentucky, Chapter 70-32(c), Parks and Recreation.

<u>Reservation Rates</u>	<u>Fee</u>
Weekday Reservations (Monday – Thursday)	
Full Day Rentals	\$750/day
Half Day Rental (up to 5 hours)	\$500/day
Weekend Rentals (Friday – Sunday)	\$1200/day
Holiday Rentals	\$1500/day
Refundable Damage Deposit	\$500

Non-Profit Organizations are eligible for a 20% discount on reservation fees and must provide proof of non-profit status when making the reservation.

Individuals are eligible for a 20% discount on reservation fees and must qualify based on criteria set by operational policy.

SECTION 2. All resolutions, order, or parts thereof in conflict with the provisions of this Municipal Order are hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 14, 2023

Recorded by Lindsay Parish, City Clerk, November 14, 2023

\\mo\grants\app – Kentucky Transportation Cabinet – Vibrant Communities Grant 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: 2024-2025 Annual Agreement Kentucky Main Street Designation - **N. HUTCHISON**

Category: Municipal Order

Staff Work
By: Nicholas
Hutchison
Presentation
By: Nicholas
Hutchison

Background Information: Designated Main Street Communities must sign this document and return to Kentucky Main Street no later than January 16, 2024 to remain active in the program. This Letter of Commitment is the formal and binding statement of the plans, expectations, and responsibilities required for future certification by the Kentucky Main Street Program from the City of Paducah and Paducah Main Street. This commitment is for January 15, 2024 through January 30, 2025.

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

If yes, please list the Commission Priority: Downtown.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. MO-Kentucky Main Street 2024-2025
2. 2024-2025 KYMS MOU updated (008)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2024-2025
ANNUAL AGREEMENT BETWEEN THE CITY OF PADUCAH AND KENTUCKY
MAIN STREET RELATED TO REQUIREMENTS FOR MAIN STREET
ACCREDITATION

WHEREAS, an agreement is signed each year between the City of Paducah and Kentucky Main Street, that establishes specific requirements that are needed in order to maintain full Main Street accreditation; and

WHEREAS, the City of Paducah now desires to enter into said 2024-2025 Annual Agreement.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a 2024-2025 Annual Agreement, in substantially the form attached hereto and made part hereof (Exhibit A), between the City of Paducah and Kentucky Main Street to set forth the requirements that are needed for Paducah Main Street to maintain its accreditation.

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

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 14, 2023
Recorded by Lindsay Parish, City Clerk, November 14, 2023
\\mo\MOU-Kentucky Main Street 2024-2025

Exhibit A



Name of City/Town: _____

Date: _____

2024-2025 Annual Agreement Kentucky Main Street® Designation

Designated Main Street communities (Main Street Director and the Mayor/City Manager) must sign this document and return to Kentucky Main Street no later than January 16, 2024, to remain active in the program. This Letter of Commitment is the formal and binding statement of the plans, expectations, and responsibilities required for future certification by the Kentucky Main Street Program from the City of _____ (hereinafter referred to as "CITY"), and _____ Main Street (local Main Street) (hereinafter referred to as the "ORGANIZATION"). This commitment is for January 15, 2024, through January 30, 2025.

A signed document confirms that the local Main Street program has a thorough understanding of the benefits and requirements of active participation in the Kentucky Main Street program. The Main Street Director should share a copy of the signed document with the Main Street Board of Directors.

Program Background

Nationally:

Main Street America™ has been helping revitalize older and historic commercial districts for more than 40 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing more than \$101.58 billion in reinvestment investment creating 746,897 net new jobs, 168,693 new businesses, and rehabilitating 325,119 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and a strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. For more information, visit www.mainstreet.org.

In Kentucky:

Kentucky Main Street & Kentucky Heritage Council is the licensed agency charged with administering the Main Street program throughout the state. The Center is committed to following the program guidelines and licensing agreement as outlined by the National Main Street Center and signed by the Kentucky Main Street program.

The Kentucky Main Street program designates communities as a “Kentucky Main Street community”. When designated, the local city or town government, and specifically the chief elected official, is notified of the designation. The city government determines who will administer the Main Street program at the local level and the city communicates that information to the Kentucky Main Street program. From time to time, that administration may change. If there is a change, this document outlines the steps that must be followed for a change in local administration to occur.

Since 1979, over 100 communities have directly benefitted from the Kentucky Main Street program, bringing economic strength to Kentucky’s downtown commercial districts, securing \$4.7 billion in new investment creating more than 34,467 net new jobs and 5704 rehabilitating buildings.

Benefits for KY Main Street Communities

Kentucky Main Street communities benefit from the following:

Partnership:

- Communities selected to participate in the Main Street program become partners with the Kentucky Main Street program in a long-term, asset-based economic development effort that has proven to have a positive impact on investment and job creation.
- Main Street communities are limited in number and therefore receive focused and personal attention from KY Main Street staff.
- Kentucky communities are selected through a competitive process and only a few are designated; therefore, Main Street designation is an honor bestowed upon only a few special communities.
- In the first several years of a local Main Street program, the state of Kentucky invests approximately \$100,000 in on-site visits, training, and technical assistance. After the initial start-up phase, the state annually invests approximately \$5,000 in each Main Street community in the form of ongoing town-specific technical assistance, and statewide and on-site training for directors and volunteers.

Training:

- Main Street communities are eligible to attend and participate in the KY Main Street Conference, KY Main Street Basic Training, Board and Committee Training, KY Main Street Directors’ Meetings, Regional Meetings, and subject-specific workshops.
- Kentucky Main Street communities attend two required state conferences each year.

Technical Assistance:

- The Kentucky Main Street program staff guides designated communities through a strategic planning process that helps communities create a vision, develop economic development strategies that will transform downtown, and produce action plans so that limited resources are focused, and results are magnified.
- The Kentucky Main Street staff guides participating communities through board development, volunteer development, and Main Street director training.
- The Kentucky Main Street staff provides guidance and support to communities on ways to find and develop financial resources.
- Property and business owners in Main Street cities may receive free building exterior design recommendations from design specialists at the Kentucky Heritage Council.
- The Kentucky Main Street staff provides guidance and training on the best practices for leveraging tourism-based economic development in association with other agencies.
- Kentucky Main Street/Kentucky Heritage Council staff has extensive experience in organizational development and nonprofit management, historic preservation, building rehabilitation, historic preservation tax credits, incentive programs, marketing, image building, special event development, communications, and a range of other pertinent areas.
- The Kentucky Main Street staff is among the nation's leading authorities on downtown development with experience helping Kentucky towns with revitalization challenges.
- The Kentucky Main Street staff may assist communities with the Main Street Director recruitment process.
- The Kentucky Main Street staff conducts an annual program assessment and review of each Main Street program.
- The Kentucky Main Street staff conducts an annual budget and salary analysis of Main Street programs.
- The Kentucky Main Street staff conducts an annual statistical data collection and analysis.

Network:

- Kentucky Main Street communities at the Affiliate and Accredited levels may use the Main Street trademarks on materials designed to promote the work of their program in collaboration with the State of Kentucky and the National Main Street Center.
- Kentucky Main Street programs at the Aspiring level may use the Kentucky Main Street logo.
- The Kentucky Main Street network possesses some of the most experienced downtown development professionals in the country.
- Main Street communities may take advantage of and participate in a special network of Main Street cities statewide and nationally, with over 1,600 communities across the nation, and 47 city, state, and regional Coordinating Programs, that participate in the Main Street program. This allows them to learn best practices, techniques, and strategies for downtown development.

Funding:

- When available, Main Street communities are eligible to apply for downtown revitalization funding programs to assist small business development and property rehabilitation.
- When available, Kentucky Main Street communities are eligible to apply for funding programs through the National Main Street Center.
- The Kentucky Main Street program distributes funding opportunities from federal, state, corporate, and foundation sources commonly used for funding downtown projects.

Resources:

- Through the Kentucky Main Street program, communities can identify resource people, consultants, and specialists on topics of interest to the community.

Economic Impact:

- Since 1979 when the program began, Main Street communities in Kentucky have had over \$4.7 billion in new investment in their downtowns, a net gain of 6,503 new businesses, and a net gain of over 34,467 new jobs. This is serious economic development!
- The Kentucky Main Street staff facilitates statewide economic impact studies and collects data to determine trends in Main Street and Small Town Main Street communities.

Marketing & Recognition:

- Accredited Kentucky Main Street communities are eligible to receive statewide recognition through the Kentucky Main Street Award program.
- In addition, designated communities are eligible for recognition by the National Main Street Center as a Nationally Accredited or Affiliate Main Street community.
- Kentucky Main Street communities receive marketing and recognition through the weekly newsletter, social media sites, and website.
- Nationally Accredited Main Street communities are eligible to apply for national recognition through the Great American Main Street Awards® (GAMSA), a program of the National Main Street Center.
- Kentucky Main Street communities receive publicity about their programs through press releases distributed through the Kentucky Main Street program, the Kentucky Heritage Council, and the Tourism, Arts, and Heritage Cabinet through updates and annual reports, Main Street presentations, and social media sites.

*Note – in the event of a natural disaster or pandemic event, programs and services may be changed, conducted virtually, or canceled in accordance with recommended guidelines from the Center for Disease Control and KY State Emergency Management.

Requirements of Accredited Kentucky Main Street Communities

1. Participate in all services provided to the local community by the Kentucky Main Street program.
2. Employ a full-time – 37.5-40 hours/week paid professional Main Street Director, who is dedicated to downtown and will coordinate and facilitate the work of the program. Communities with a population of 5,000 + must employ a full-time director. Communities with a population of 5,000 or less MAY employ a part-time - 20+ hours/week position paid professional Main Street Director.
 - The Main Street Director should be paid a salary consistent with those of other community development professionals within the city, state, or region in which the program operates.
 - The Director should be adequately trained — and should continue learning about revitalization techniques and issues affecting traditional commercial districts.
 - The Director should have a written job description that correlates with the roles and responsibilities of a Main Street Director.

- There should be a formal system in place for evaluating the performance of the Director on an annual basis.
 - Adequate staff management policies and procedures should be in place.
3. Obtain a 501(c) 3, 4, or 6 nonprofit designation OR be designated as a department of the local municipal government.
4. Establish broad-based support for the commercial district revitalization process with strong support from both the public and private sectors.
- The Main Street organization should have the active participation of various stakeholders at the committee and board levels.
 - Participants should contribute financial, in-kind, and volunteer support for the revitalization program.
 - Participants should look for, and act on, opportunities to make connections between other programs or organizations to form partnerships that help further the revitalization process.
 - The program should include an ongoing process for volunteer recruitment, orientation, and recognition, constantly refreshing its pool of volunteers and involving new people each year.
 - The revitalization program has broad-based philosophical support from the community.
 - Municipal government demonstrates a philosophical commitment to commercial district revitalization.
5. Establish and maintain an active Board of Directors and Committees using the Main Street Four-Point Approach® and develop a comprehensive Main Street Transformation Work Plan using the Main Street Four-Point Approach®. Main Street revitalization by nature is a community-driven process. Therefore, community members must take an active role in leading and implementing positive change. While the Director is responsible for facilitating the work of volunteers, this staff member is not tasked with single-handedly revitalizing the commercial district. The direct involvement of an active board of directors and committees is key to success. If a Main Street organization is housed within another entity (e.g., a community development corporation), it is still important to have its own board of directors and committee structure.
- The board is a working, functional board that understands its roles and responsibilities and is willing to put forth the effort to make the program succeed.
 - Committee members assume responsibility for the implementation of the work plan.
 - The program has a dedicated governing body, its own rules of operation, its own budget, and its own bylaws, and is empowered to carry out Main Street's mission, even if the Main Street program is a part of a larger organization.
 - The board is well-managed and holds regular monthly meetings, with an agenda and regular distribution of minutes.
 - Committees have regularly scheduled meetings with an agenda that addresses the committee work plan.
6. Establish an annual transformation work plan/planning process for downtown.
- A comprehensive annual work plan provides a detailed blueprint for the Main Street program's activities; reinforces the program's accountability both within the organization and in the broader community; and provides measurable objectives by which the program can track its progress.
- The work plan should contain a balance of activities in each of the four broad program areas that comprise the Main Street approach — Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.

- The work plan should contain measurable objectives, including timelines, budgets, desired outcomes, and specific responsibilities.
- The work plan should be reviewed quarterly, and a new one should be developed annually.
- Ideally, the full board and committees will be involved in developing the annual work plan. At a minimum, the full board should adopt/approve the annual work plan.
- The work plan should distribute work activities and tasks to a broad range of volunteers and program participants.
- There has been significant progress in each of the four points based on the work plan submitted for the previous year.

7. Adopt and exhibit a Historic Preservation Ethic and design management program.

Historic preservation is central to the Main Street program's purpose and is what makes historic and traditional commercial districts authentic places. Historic preservation involves saving, rehabilitating, and finding new uses for existing buildings, as well as intensifying the uses of the existing buildings, through building improvement projects and policy and regulatory changes that make it easier to develop property within the commercial district.

- The program has or is working toward putting in place, an active and effective design management program (which may include financial incentives, design assistance, regulatory relief, design review, education, and other forms of management).
- The program encourages appropriate building renovation, restoration, and rehabilitation projects.
- When faced with a potential demolition or substantial structural alteration of a significant, historic, or traditional building in the Main Street district, the program actively works to prevent the demolition or alteration, including working with appropriate partners at the state, local, or national level to attempt to stay or alter the proposed activity; developing alternative strategies for the building's use; and/or educating local leaders about the importance of retaining existing buildings and maintaining their architectural integrity.
- The program works to find creative adaptive use, financing, and physical rehabilitation solutions for preserving old buildings.
- The program recognizes the importance of planning and land-use policies that support the revitalization of existing commercial centers and works toward putting planning and land-use policies in place that make it as easy (if not easier) to develop property within the commercial district as it is outside the commercial district. Similarly, it ensures that financing, technical assistance, and other incentives are available to facilitate the process of attracting investment to the historic commercial district.
- The program builds public awareness of the commercial district's historic buildings and good design through educational programming.

8. Demonstrate an established vision for downtown and a mission that defines the role of the organization that will manage the downtown initiative.

- The organization has an appropriate written mission statement.
- The mission statement is reviewed annually and updated as appropriate.
- The organization has an appropriate written vision statement for downtown that is reviewed annually and updated as appropriate. The vision statement should define the economic potential of downtown.

9. New Main Street Director attendance at a Main Street Orientation

10. Fund the local Main Street program through both public and private partnerships at a level allowing for full implementation of the program based on the Four-Point Approach® and the adopted annual work plan.

The Main Street program's budget should be adequate to achieve the program's goals. The dollar amount that is "adequate" for a program budget may vary.

- The budget should be specifically dedicated to revitalizing the commercial district.
 - The Main Street program's budget should contain funds adequate to cover the salary and benefits of staff; office expenses; travel; professional development; and committee activities.
 - Revenue sources are varied and broad-based, including appropriate support from the municipal government.
 - There is a strategy in place to help maintain stable funding.
 - There is a process in place for financial oversight and management.
 - Regular monthly financial reports are made by the treasurer to the board and are recorded in the meeting minutes.
11. Main Street Director's attendance at two annual Kentucky Main Street Conferences. (In the case of a vacancy or illness/emergency, a substitution for the director may be made for this meeting). Minimum of one volunteer attendance at one of the Kentucky Main Street Conferences.
 12. Main Street Director (or Volunteer if Director cannot) attendance at regional meetings each year. (Held quarterly)
 13. Maintain and update as appropriate your community's Main Street information on your website.
 14. Submit statistical data quarterly.
 15. Maintain an annual membership with the National Main Street Center at the Main Street America Community Member level.
 16. Place the Accredited *Main Street Community* logo on the Main Street program website and use the logo when appropriate on social media, email, and marketing materials.
 17. Main Street Program must also sign and follow the National Main Street sublicense agreement and must comply with all Accredited or Affiliate community requirements. Logos and Website language will be sent from Main Street America following receipt of signed agreements.

Documents Needed for a Change in Administration of the Local Main Street Program, including if the organization changes from a nonprofit, government, or quasi-public-private structure to a different structure:

- The City Commission/Council has the authority to designate another agency/entity to administer the Main Street program if deemed necessary.
 - Kentucky Main Street Center requires:
 - A resolution from the City Commission/ Council that authorizes this change.
 - Minutes of the City Commission Council Meeting demonstrating the majority vote and reason for the change.
 - Documentation demonstrating how the entity that will be administering the Main Street Program will address the items listed under the requirements section of this document

Benefits of Membership with The National Main Street Center

Accredited Main Street Member

(Required for all active, designated Kentucky Main Street communities)

As a designated Main Street Member, your program is a recognized leader among the largest network of commercial district organizations in the world. Tap into the expertise of our large network of Main Street Programs, planners, local government agencies, consultants, and others to learn, research, and share useful experiences. This guide explains the benefits of membership and how to access these tools.

We want you to get as much out of your membership as possible! Please contact us if you require any assistance with your benefits.

Your benefits include:

- Exclusive eligibility to be recognized as an Affiliate or Accredited Main Street America program.
- Exclusive eligibility to enter into a Licensing Agreement with the NMSC, or your Coordinating Program, to use the Main Street America™ name and logo.
- Eligibility to apply for the Great American Main Street Awards and other special awards and grant programs.
- Up to six free sub-memberships to share access to resources with your team
- Access to The Point, our exclusive online member networking platform.
- Access to *Main Street News*, a weekly newsletter on new trends, stories from the field, and need-to-know information for those in the commercial district revitalization field.
- Members-only rates at the annual Main Street Now Conference, and the Main Street America Institute.
- *State of Main*, our annual printed publication.
- Access to our digital library of must-read revitalization publications and resource guides, including exclusive training materials on the Main Street Approach and full archives of the Main Street Now journal.

- Free online training opportunities.
- Full access to the Main Street Resource Center with sample documents, articles, reports, and more from your peers and experts in the field—all at your fingertips.
- Ability to post job openings for your local program through the National Trust for Historic Preservation's online Career Center.
- Access to tailored insurance products from the National Trust Insurance Services, LLC.
- Family level membership with the National Trust for Historic Preservation including a subscription to *Preservation* magazine.
- And more!

Annual Dues: \$375

Information from:

<https://www.mainstreet.org/join>

Signature Page

1. Designated Main Street City/Town: _____

2. Name of Local Main Street Administrating Organization: _____

3. Check Which One Applies:

☐ Public (City/Town) Administered

☐ Private (Non-Profit) Administered

☐ Quasi Public-Private (Town/Non-Profit) Administered

4. Name of Main Street Director: _____

Title: _____

Signature: _____

Date: _____

5. Name of Board Chair: _____

Title: _____

Signature of Board Chair: _____

Date: _____

6. Name of Mayor/City Manager: _____

Title: _____

Signature of City/Town Manager: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Annexation of four City-owned lots for potential redevelopment - **J SOMMER**

Category: Ordinance

Staff Work
By: Josh
Sommer
Presentation
By: Josh
Sommer

Background Information: These four lots are at 3110 & 3112 New Holt Road and 5065 & 5075 Concord Avenue. These lots were purchased by the City of Paducah from Ms. Betty Owens to facilitate New Holt Road being extended beside Kentucky Oaks Mall. Said purchase took place in October of 2013. There used to be a single-family home on the primary lot, which burned down approximately three years ago. This annexation is being performed to bring these lots into the City before potential redevelopment.

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

If yes, please list the Commission Priority: Community Growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Annex – Consensual 3110-3112 New Holt Road and 5065-5075 Concord Avenue
2. Location Map
3. 2023-040p1
4. DESCRIPTION OF TRACT 1

ORDINANCE NO. 2024-_____-_____

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

WHEREAS, the property, approximately 2.57 acres of land located at 3110 New Holt Road, 3112 New Holt Road, 5065 Concord Avenue, and 5075 Concord Avenue is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

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

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

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

WHEREAS, the City of Paducah is the owner of said property, and requests said consensual annexation; and

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

WHEREAS, the City issued notice of said execution to the McCracken County Fiscal Court on November 6, 2023; and

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

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

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

DESCRIPTION

COMMENCING AT A 5/8" IRON ROD FOUND IN THE SOUTHERLY LINE OF THE CITY OF PADUCAH PROPERTY (DEED BOOK 1264, PAGE 637); THENCE S 5° 03' 08" W FOR A DISTANCE OF 25.31 FEET TO A POINT IN THE CENTER OF CONCORD AVENUE AS SHOWN IN PLAT SECTION "G" SLIDE 93 IN THE McCracken County Clerk's OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; G; THENCE, N 76° 08' 57" W FOR A DISTANCE OF 323.08 FEET TO A POINT AT

THE INTERSECTION OF CENTERLINES OF CONCORD AVENUE AND FAIRLANE AVENUE; THENCE, N 22° 58' 03" E, ALONG THE CENTERLINE OF SAID FAIRLANE AVENUE FOR A DISTANCE OF 350.32 FEET TO A POINT; THENCE, S 76° 08' 57" E FOR A DISTANCE OF 323.08 FEET TO A POINT IN THE WESTERLY LINE OF THE KENTUCKY OAKS MALL PROPERTY (DEED BOOK 1110, PAGE 594); THENCE S 22° 58' 03" W A DISTANCE OF 350.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.57 ACRES, MORE OR LESS PER SURVEY BY WEST KENTUCKY LAND SURVEY, UNDER THE SUPERVISION OF ANDREW C. JULIAN, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 4133, ALL SITUATED IN THE COUNTY OF McCRACKEN, STATE OF KENTUCKY.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\Plan\Annex – Consensual 3110-3112 New Holt Road and 5065-5075 Concord Avenue

CERTIFICATION

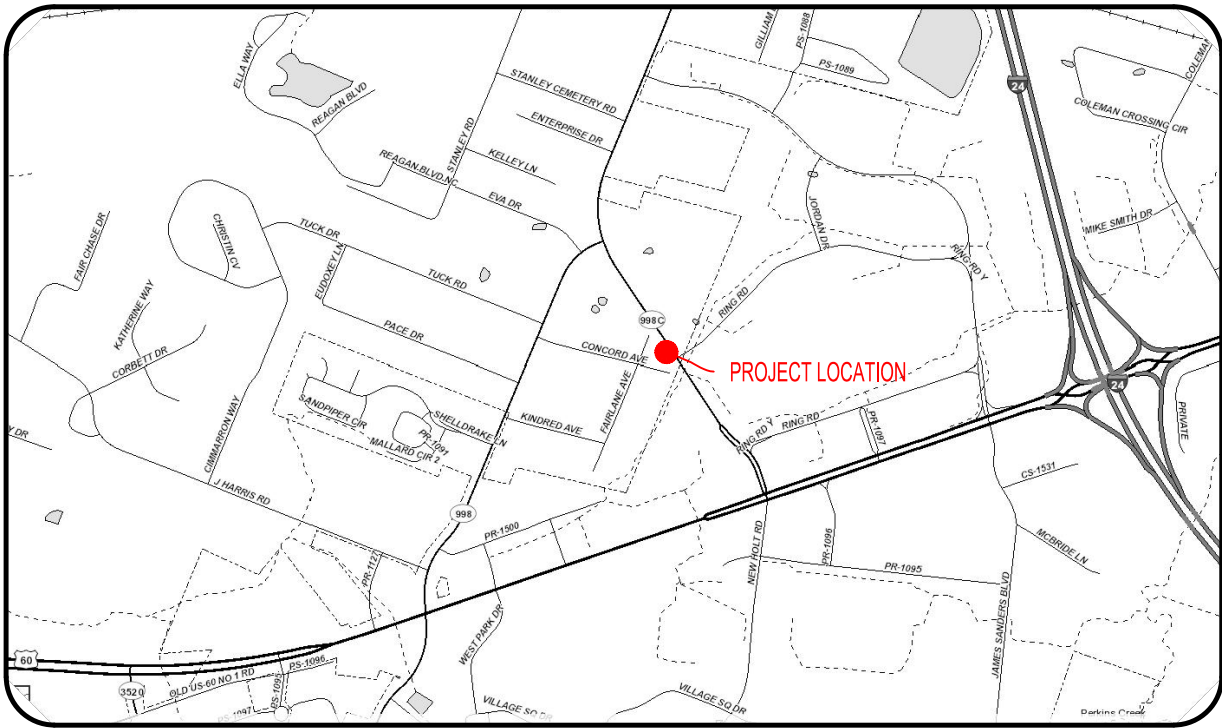
I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, _____.

Lindsay Parish, City Clerk



VICINITY MAP NOT TO SCALE

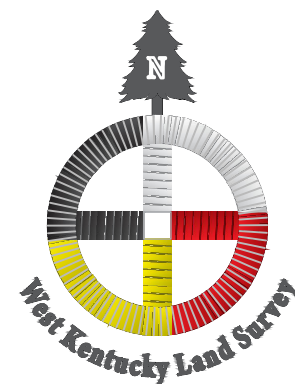


ANNEXATION PLAT

THE CITY OF PADUCAH PROPERTY

MAIN SOURCES OF REFERENCE: DEED BOOK 1264, PAGE 637

PLAT SECTION "G" - SLIDE 93



BEARINGS AND DISTANCES
ARE REFERENCED TO
KENTUCKY STATE PLANE
COORDINATE SYSTEM -
SINGLE ZONE - 1600

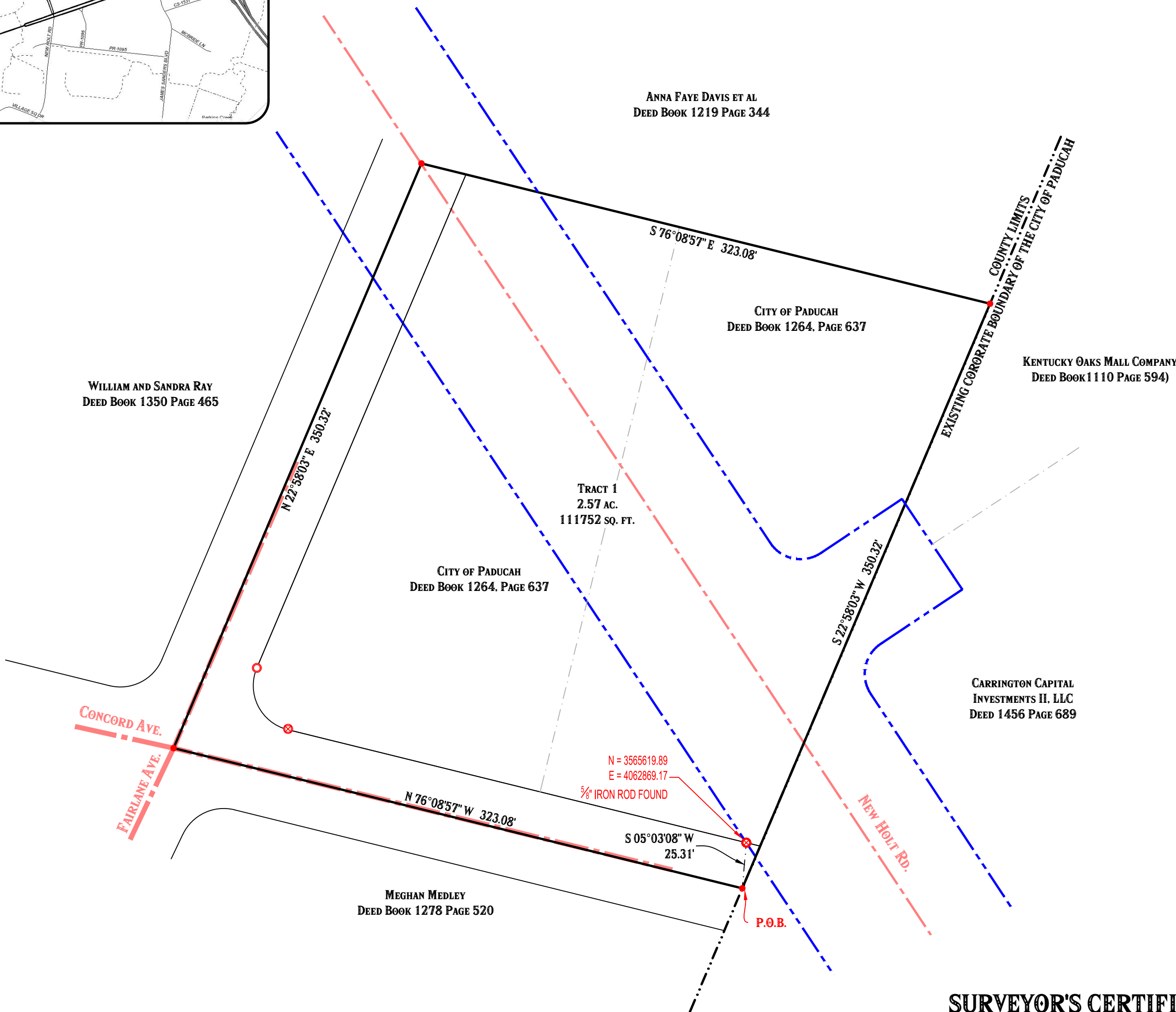
**WEST
KENTUCKY
LAND
SURVEY, LLC**

39 MUSTANG LANE
SIMPSON, ILLINOIS 62985
P.O. Box 2, EDDYVILLE, IL 62928
TEL: 270-908-2398
E-MAIL: WKLS4133@GMAIL.COM

ANNEXATION PLAT

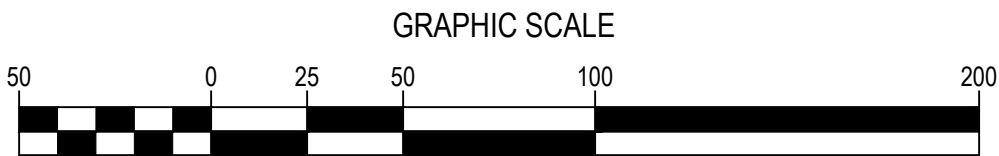
THE CITY OF PADUCAH PROPERTY
MAIN SOURCES OF REFERENCE:
DEED BOOK 1264, PAGE 637
PLAT SECTION "G" - SLIDE 93

Path: C:\WEST KENTUCKY LAND SURVEY\2023\023-040\2023-040P.DWG



** LEGEND **

- PROPOSED ANNEXATION LIMITS
- EXISTING CITY/COUNTY LIMITS
- ADJOINING PROPERTY LINE



(IN FEET)
1 inch = 50 ft.

GPS NOTE

THIS SURVEY WAS PERFORMED USING A TRIMBLE R10 BASE AND ROVER WITH GPS, GLONASS AND DUAL FREQUENCY CAPABILITIES. THIS SURVEY WAS CONDUCTED UTILIZING A REAL TIME KINEMATIC(RTK) BASE AND ROVER SETUP. A REDUNDANCY OF MEASUREMENTS WAS ALSO TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA POINTS. THE RELATIVE POSITIONAL ACCURACY EXCEEDED THE ACCURACY OF STANDARDS FOR A RURAL SURVEY, AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY. STANDARDS FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (+/- 0.10' + 200 PPM). RPA = 0.03'

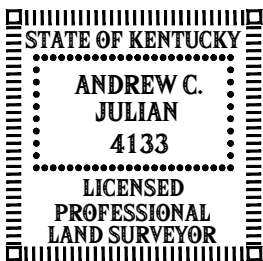
SURVEYOR'S CERTIFICATION

I, ANDREW C. JULIAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KENTUCKY DO HEREBY CERTIFY, THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TRIMBLE R10 DUAL FREQUENCY RECEIVERS). HORIZONTAL INFORMATION IS BASED ON THE KENTUCKY CORS REAL-TIME NETWORK. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY.

DATED THIS 19TH DAY OF OCTOBER, 2023 AT SIMPSON, ILLINOIS

Andrew C. Julian

ANDREW C. JULIAN - KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR NO. 4133
LICENSE EXPIRES: 06/30/2025
FIELDWORK COMPLETED: 09/13/2023



Revisions

#	Date	Note

DRAFTED BY:	ACJ
DATE:	10/19/2023
REVIEWED BY:	ACJ
SCALE:	1"=50'
JOB NUMBER:	2023-040
SHEET:	1 OF 1

Drawing Status

- ☐ Preliminary Drawing
- ☒ Final Drawing

Requested By:

CITY OF PADUCAH,
KENTUCKY



2023-040

October 19, 2023

DESCRIPTION OF TRACT 1

COMMENCING AT A 5/8" IRON ROD FOUND IN THE SOUTHERLY LINE OF THE CITY OF PADUCAH PROPERTY (DEED BOOK 1264, PAGE 637); THENCE S 5° 03' 08" W FOR A DISTANCE OF 25.31 FEET TO A POINT IN THE CENTER OF CONCORD AVENUE AS SHOWN IN PLAT SECTION "G" SLIDE 93 IN THE McCRACKEN COUNTY CLERK'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; G; THENCE, N 76° 08' 57" W FOR A DISTANCE OF 323.08 FEET TO A POINT AT THE INTERSECTION OF CENTERLINES OF CONCORD AVENUE AND FAIRLANE AVENUE; THENCE, N 22° 58' 03" E, ALONG THE CENTERLINE OF SAID FAIRLANE AVENUE FOR A DISTANCE OF 350.32 FEET TO A POINT; THENCE, S 76° 08' 57" E FOR A DISTANCE OF 323.08 FEET TO A POINT IN THE WESTERLY INE OF THE KENTUCKY OAKS MALL PROPERTY (DEED BOOK 1110, PAGE 594); THENCE S 22° 58' 03" W A DISTANCE OF 350.32 FEET TO THE POINT OF BEGINNING.

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Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Authorizing the Closure of 33,722 Square Feet of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street - **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 33,722 Square Feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street:

- Brian Walker, Walker Properties of Western Kentucky LLC
- Fifty North LLC
- Alfred Neihoff

The following applicant executed a guarantee for the closing of the portion of Vermont Street adjacent to the property of Richard & Patty Hayton & Etals:

- Brad Walker, Walker Properties of Western Kentucky, LLC

On June 5, 2023, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of 33,722 Square Feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street, and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

To authorize, empower and direct the Corporate Counsel of the City of Paducah, Kentucky to institute and prosecute, pursuant to KRS 82.405, an action in McCracken Circuit Court for a judgment ordering the closing of 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street.

Attachments:

1. ORD Vermont Street, Nolan Avenue and Ridgeview Street
2. Vermont St_100-137_plat
3. Vermont St_100-137_PC Resolution

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET, AND 125 RIDGEVIEW STREET, AND 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 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street as follows:

LEGAL DESCRIPTION OF TRACT 1 (0.37 ACRES)

Lying between a Street Reservation per unrecorded plat of Phillips Park Subdivision and Olympia Avenue and being a portion of Vermont Street (unimproved) as shown on said Phillips Park Subdivision (unrecorded), 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 at the Northwesterly corner of Vermont Street per unrecorded Plat of Phillips Park Subdivision at the Southwesterly corner of Walker Properties of Western Kentucky LLC property per Deed Book 1460, page 355 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913305.118 and Easting 793245.318; THENCE FROM SAID POINT OF BEGINNING S 64°34’26” E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Walker Properties of Western Kentucky LLC 237.31 feet to an existing ½” rebar with cap (illegible) at the Southeasterly corner thereof and Southwesterly corner of the Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 25°25’34” W on a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34’26” E with the centerline of said Vermont Street 161.91 feet to a ½” rebar with cap 3861 set; thence on a new division line S 25°25’34” W 25.00 feet to an existing 4” x 4” concrete monument at the Northeasterly corner of the Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774 and in the Southerly right-of-way line of said Vermont Street; thence N 64°34’26” W with the Southerly right-of-way line of Vermont Street and Northerly line of said Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774, a distance of 405.66 feet to a ½” rebar with cap 3861 set at the Southwesterly corner of said Vermont Street and Northwesterly corner of said Walker Properties of Western Kentucky LLC; thence N 32°46’10” E with the Westerly end of said Vermont Street 50.41 feet to the Point of Beginning and containing 0.37 acres.

LEGAL DESCRIPTION OF TRACT 2 (0.15 ACRES)

Lying Northwest of Olympia Avenue and being part of Vermont Street (unimproved) per Phillips Park Subdivision (unrecorded), 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 Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision and at the Southeasterly corner of the Richard and Patti Hayton & Etals property per Deed Book 1289, page 563, said point being N 64°34'26" W 173.21 feet as measured along the Northerly right-of-way line of said Vermont Street from a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of Olympia Avenue and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1913091.299 and Easting 793695.092; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street and passing a ½" rebar with cap 3861 set at 98.79 feet for a total distance of 260.70 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to an existing ½" rebar with cap (illegible) in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Hayton & Etals property 260.70 feet to the Point of Beginning and containing 0.15 acres.

LEGAL DESCRIPTION OF TRACT 3 (0.10 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, 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 Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision at its intersection with the Westerly right-of-way line of Olympia Avenue, said point also being in the Southerly line of Fifty North, LLC property per Deed Book 1238, page 409 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913016.932 and Easting 793851.524; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W with the Westerly right-of-way line of said Olympia Avenue 25.00 feet to a ½" rebar with cap 3861 set at its intersection with the centerline of Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street 173.21 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Fifty North LLC property per Deed Book 1238, page 409; thence S 64°34'26" E with the Northerly

right-of-way line of said Vermont Street and the Southerly line of said Fifty North LLC property 173.21 feet to the Point of Beginning and containing 0.10 acres.

LEGAL DESCRIPTION OF TRACT 4 (0.16 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, 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 Westerly right-of-way line of Olympia Avenue at its intersection with the Southerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision, said point being at the Northeasterly corner of the Alfred Neihoff property per Deed Book 1191, page 355 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1912971.775 and Easting 793830.057; THENCE FROM SAID POINT OF BEGINNING N 64°34’26” W with the Southerly right-of-way line of said Vermont Street and the Northerly line of said Alfred Neihoff property per Deed Book 1191, page 355 a distance of 272.00 feet to an existing 4” x 4” concrete monument at the Northwesterly corner of said Neihoff property; thence N 25°25’34” E with a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34’26” E with the centerline of said Vermont Street 272.00 feet to a ½” rebar with cap 3861 set at its intersection with the Westerly right-of-way line of aforesaid Olympia Avenue; thence S 25°25’34” W with the Westerly right-of-way line of Olympia Avenue 25.00 feet to the Point of Beginning and containing 0.16 acres.

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. Brian Walker, Walker Properties of Western Kentucky LLC, Fifty North, LLC, Alfred Neihoff, Richard and Patty Hayton and Etals, own the property 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. Brian Walker, Walker Properties of Western Kentucky LLC, has executed a guarantee for the closing of the portion of Vermont Street as attached hereto and made part hereof (Exhibit B).

c. On the 5th day of June, 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 33,722 Square Feet Of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street And 125 Ridgeview Street

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, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The *Paducah Sun*, _____
\ord\eng\st close\Vermont Street, Nolan Avenue and Ridgeview Street

CERTIFICATION

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

City Clerk

Exhibit A



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

Date: June 2, 2023

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

Public Right-of-Way: A portion of Vermont Street

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

Respectfully submitted by all adjoining property owners:


Signature of Property Owner

Walker Properties of Western Kentucky, LLC
Property Owner's Name Printed

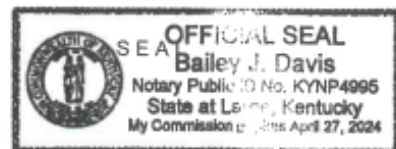
125 Ridgeview Street
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 2 day of June, 2023,
by Brad Walker

My Commission expires April 27, 2024


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 _____

Signature of Property Owner

Richard & Pattle Hayton
Property Owner's Name Printed

121 Nolan Drive
Address

Notary Public, State at Large

SEAL

Signature of Property Owner

Alfred Neihoff

Property Owner's Name Printed

137 Vermont Street

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 30 day of June, 2023,
by Alfred Neihoff.

My Commission expires

Bailey J. Davis
Notary Public, State at Large

SEAL

Brent Housman Member / owner
Signature of Property Owner

Fifty North, LLC

Property Owner's Name Printed

169 Nolan Drive

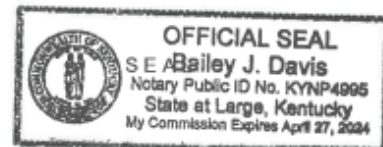
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 31 day of June, 2023,
by Brent Housman, member.

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

Exhibit B



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

Date: October 11, 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: Portion of Vermont Street


Signature of Property Owner

Walker Properties of Western Kentucky, LLC
Property Owner's Name Printed

1825 Deerhaven Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 18 day of October, 2023,
by Bradley Walker

My Commission expires April 27, 2024



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

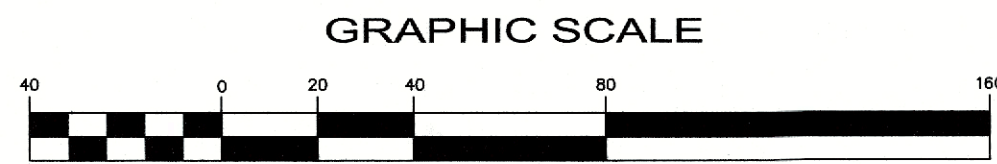
Signature of Property Owner

Property Owner's Name Printed

Address

Notary Public, State at Large

SEAL



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3861" SET AT TIME OF SURVEY.
- PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- NO CORNER SET
- PROPERTY LINE CENTERLINE
- R.O.W RIGHT-OF-WAY



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

STREET RESERVATION PER
PHILLIPS PARK SUBDIVISION
(UNRECORDED)

STREET RESERVATION PER
PHILLIPS PARK SUBDIVISION
(UNRECORDED)

SANITARY SEWER
MANHOLE

EXISTING 4" X 4"
CONCRETE MONUMENT

WALKER PROPERTIES OF WESTERN KENTUCKY LLC
DEED BOOK 1430, PAGE 774
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

WALKER PROPERTIES OF WESTERN KENTUCKY LLC
DEED BOOK 1460, PAGE 355
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

POINT OF BEGINNING
TRACT 1
N:1913305.118
E:793245.318
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

RICHARD AND PATTIE HAYTON & ETALS
DEED BOOK 1289, PAGE 563
121 NOLAN DRIVE
PADUCAH, KENTUCKY 42003

FIFTY NORTH LLC
DEED BOOK 1238, PAGE 409
340 ASHCREEK ROAD
PADUCAH, KENTUCKY 42001

POINT OF BEGINNING
TRACT 2
N:1913091.299
E:793695.092
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

POINT OF BEGINNING
TRACT 3
N:1913016.932
E:793851.524
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

POINT OF BEGINNING
TRACT 4
N:1912971.775
E:793830.057
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

ALFRED NEIHOF
DEED BOOK 1191, PAGE 355
137 VERMONT STREET
PADUCAH, KENTUCKY 42003

STREET NOTE

VERMONT STREET (50 FOOT RIGHT-OF-WAY) WAS
DEDICATED PER PHILLIPS PARK SUBDIVISION
(UNRECORDED). THIS AREA WAS LATER ANNEXED BY
THE CITY OF PADUCAH. VERMONT STREET IS AN
UNIMPROVED RIGHT-OF-WAY SHOWN ON CITY PLAT
MAPS IN THE CITY OF PADUCAH ENGINEERS OFFICE
(PLAT BOOK 10, SHEETS 2 AND 3).

UTILITY NOTE:

NO UTILITIES LIE WITHIN THE RIGHT-OF-WAY OF
VERMONT STREET.

SURVEYOR'S CERTIFICATE

TO: WALKER PROPERTIES OF WESTERN KENTUCKY LLC
1315 PILLAR CHASE
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 1:20,885 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.

APRIL 24, 2023
DATE OF SURVEY COMPLETION
June 6, 2023
DATE OF SIGNATURE
KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

PLANNING & ZONING
CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND
ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY,
THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:
APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING
HELD _____, 2023.

CHAIRMAN

UTILITY COMPANY CERTIFICATE:

This is to certify that the following (Utility Companies) hereby acknowledges the
portion of public way proposed to be closed as shown and described hereon
and does not have any existing or current interest of the public way considered
for closure as shown and described hereon. There are no (there are) utility lines
located within the proposed portion of public way to be closed.

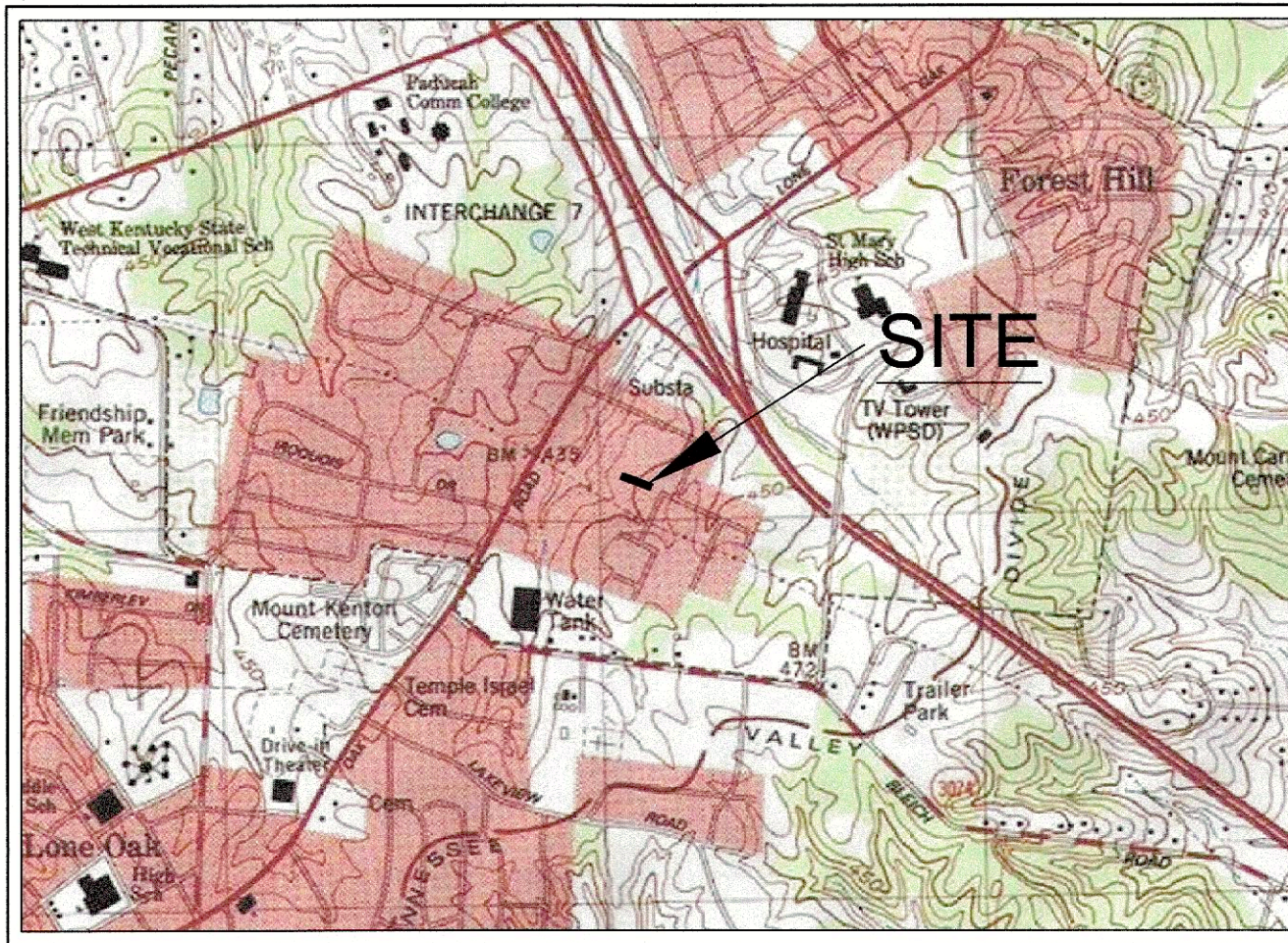
Signature	ENGINEERING MANAGER	Title
Company	Co/19/2023	date:
Signature	PROF SPECIALIST	Title
Company	JUNE 16, 2023	date:
Signature	ENGINEERING AICE	Title
Company	JUNE 14, 2023	date:
Signature	Cor-01 Test	Title
Company	6-20-23	date:
Signature	Myr DSP Planning/Design	Title
Company	6-20-2023	date:
Signature	Dir. of Operations Engineering	Title
Company	6-21-2023	date:
Signature		Title
Company		date:

MAYOR'S CERTIFICATE OF CITY APPROVAL

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

MAYOR, CITY OF PADUCAH, KENTUCKY

DATE



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
PHILLIPS PARK SUBDIVISION (UNRECORDED)

OWNERS:

CITY OF PADUCAH

CLIENT:

WALKER PROPERTIES OF WESTERN
KENTUCKY LLC
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-
MCCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

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

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED "R2", LOW AND MEDIUM
DENSITY RESIDENTIAL ZONE, BY THE CITY OF PADUCAH ZONING
ORDINANCE

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.

PROPERTY OWNERS CERTIFICATE

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND
DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO CLOSE THE PUBLIC RIGHT-
OF-WAY AS SHOWN AND DESCRIBED HEREON."

WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
DATE 8-15-23

RICHARD & PATTIE HAYTON, ET AL
DATE 6-21-23

FIFTY NORTH, LLC
DATE 6-21-2023

ALFRED NEIHOF
DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF McCracken

I, Bailey S. (Dana) Bradley, 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 Boardwalk

Boardwalk, Alfred Neihoff, 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: Bailey S. (Dana) Bradley-KY#44995

MY COMMISSION EXPIRES: April 27, 2024

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 _____, 2023.
AND RECORDED IN PLAT SECTION _____, PAGE _____.

MCCRACKEN COUNTY COURT CLERK

DEPUTY COURT CLERK



siteWORX
SURVEY & DESIGN, LLC

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

RIGHT-OF-WAY CLOSURE PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A
BOUNDARY SURVEY AND COMPLIES WITH 201KAR 18.150
CITY OF PADUCAH
VERMONT STREET (UNIMPROVED)
PADUCAH, McCRACKEN CO., KY

PROJECT NO.: 23052
DATE: JUNE 5, 2023
DRAWN BY: DC
CHECKED BY: SOC
REV. DESCRIPTION

SHEET

1

OF 1

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET AND 125 RIDGEVIEW STREET.

WHEREAS, a public hearing was held on June 5, 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 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street.

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

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

LEGAL DESCRIPTION

OF

TRACT 1 (0.37 ACRES)

Lying between a Street Reservation per unrecorded plat of Phillips Park Subdivision and Olympia Avenue and being a portion of Vermont Street (unimproved) as shown on said Phillips Park Subdivision (unrecorded), 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 at the Northwestern corner of Vermont Street per unrecorded Plat of Phillips Park Subdivision at the Southwesterly corner of Walker Properties of Western Kentucky LLC property per Deed Book 1460, page 355 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913305.118 and Easting 793245.318; THENCE FROM SAID POINT OF BEGINNING S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Walker Properties of Western Kentucky LLC 237.31 feet to an existing ½" rebar with cap (illegible) at the Southeasterly corner thereof and Southwesterly corner of the Richard and Pattie Hayton & etals property per Deed Book 1289, page 563; thence S 25°25'34" W on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34'26" E with the centerline of said Vermont Street 161.91 feet to a ½" rebar with cap 3861 set; thence on a new division line S 25°25'34" W 25.00 feet to an existing 4" x 4" concrete monument at the Northeasterly corner of the Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774 and in the Southerly right-of-way line of said Vermont Street; thence N 64°34'26" W with the Southerly right-of-way line of Vermont Street and Northerly line of said Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774, a distance of 405.66 feet to a ½" rebar with cap 3861 set at the Southwesterly corner of said Vermont Street and Northwestern corner of said Walker Properties of Western Kentucky LLC; thence N 32°46'10" E with the Westerly end of said Vermont Street 50.41 feet to the Point of Beginning and containing 0.37 acres.

LEGAL DESCRIPTION

OF

TRACT 2 (0.15 ACRES)

Lying Northwest of Olympia Avenue and being part of Vermont Street (unimproved) per Phillips Park Subdivision (unrecorded), 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 Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision and at the Southeasterly corner of the Richard and Patti Hayton & Etals property per Deed Book 1289, page 563, said point being N 64°34'26" W 173.21 feet as measured along the Northerly right-of-way line of said Vermont Street from a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of Olympia Avenue and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1913091.299 and Easting 793695.092; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W on

a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street and passing a ½" rebar with cap 3861 set at 98.79 feet for a total distance of 260.70 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to an existing ½" rebar with cap (illegible) in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Hayton & Etals property 260.70 feet to the Point of Beginning and containing 0.15 acres.

LEGAL DESCRIPTION

OF

TRACT 3 (0.10 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, 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 Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision at its intersection with the Westerly right-of-way line of Olympia Avenue, said point also being in the Southerly line of Fifty North, LLC property per Deed Book 1238, page 409 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913016.932 and Easting 793851.524; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W with the Westerly right-of-way line of said Olympia Avenue 25.00 feet to a ½" rebar with cap 3861 set at its intersection with the centerline of Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street 173.21 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Fifty North LLC property per Deed Book 1238, page 409; thence S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and the Southerly line of said Fifty North LLC property 173.21 feet to the Point of Beginning and containing 0.10 acres.

LEGAL DESCRIPTION

OF

TRACT 4 (0.16 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, 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 Westerly right-of-way line of Olympia Avenue at its intersection with the Southerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision, said point being at the Northeasterly corner of the Alfred Neihoff property per Deed Book 1191, page 355 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1912971.775 and Easting 793830.057; THENCE FROM SAID POINT OF BEGINNING N 64°34'26" W with the Southerly right-of-way line of said Vermont Street and the Northerly line of said Alfred Neihoff property per Deed Book 1191, page 355 a distance of 272.00 feet to an existing 4" x 4" concrete monument at the Northwesterly corner of said Neihoff property; thence N 25°25'34" E with a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34'26" E with the centerline of said Vermont Street 272.00 feet to a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of aforesaid Olympia Avenue; thence S 25°25'34" W with the Westerly right-of-way line of Olympia Avenue 25.00 feet to the Point of Beginning and containing 0.16 acres.

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 June 5, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approval of Contract Modification #1 for S. 25th St Improvement Project with Central Paving Co. in the amount of \$69,535.09 - **R. MURPHY**

Category: Ordinance

Staff Work
By: Melanie Townsend
Presentation By: Rick
Murphy

Background Information: Summary: Approving a contract modification with Central Paving Co. for \$69,535.09 for the S. 25th St Improvement Project that consisted of the reconstruction of pavement, the construction of a storm sewer system, water line relocation along S. 25th Street from Jackson Street to Alabama Street and the installation of sidewalks on the west side of S. 25th Street.

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

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

On May 24, 2022, the Board of Commissioners approved Ordinance 2022-05-8736 for \$1,878,792.30 with Central Paving Company.

Ordinance 2022-05-8736 authorized the Finance Director to transfer \$1.4M from the ARPA Project Fund into the S 25th Street Project account.

A final adjusting Contract Modification is recommended to increase the project by \$69,535.09, adjusting the construction project from \$1,878,792.30 to \$1,948,327.39. The change order includes:

Reductions from original contract	(\$56,871.10)
Additional work due to change conditions	\$126,406.19
TOTAL CONTRACT MODIFICATION	\$69,535.09

The S 25th Street Project Account (ST0040) retains sufficient fund balance to cover the contract modification without further transfer from the ARPA Project Fund (MR0089). Therefore, no additional transfer of funds is required.

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: S 25th/ S 24th St Project

Account Number: ST0040

Staff Recommendation: Authorize the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization increases Central Paving Company's contract by \$69,535.09. The approval will increase the total contract amount of \$1,878,792.30 to \$1,948,327.39.

Attachments:

1. ORD Contract Mod #1 – Central Paving - South 25th Street Improvement Project
2. S 25th_change order1_form

ORDINANCE NO. 2023-11-_____

AN ORDINANCE APPROVING CONTRACT MODIFICATION NO. 1 WITH CENTRAL PAVING CO. FOR THE 25TH STREET IMPROVEMENT PROJECT IN AN AMOUNT OF \$69,535.09 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on May 24, 2022, the Board of Commissioners approved Ordinance 2022-05-8736 for a Professional Services Contract in the amount of \$1,878,792.30 with Central Paving Co. for the South 25th Street Project; and

WHEREAS, a final adjusting Contract Modification is needed to increase the project by \$69,535.09.

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 Central Paving Co. in the amount of \$69,535.09, for a new total contract cost of \$1,948,327.39.

SECTION 2. This expenditure shall be charged to the South 25th Street Project Account (ST0040).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

**CITY OF PADUCAH
ENGINEERING DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: 1
DATE: October 27, 2023
NAME OF PROJECT: S. 25th Street Improvement Project
OWNER: City of Paducah, Kentucky
VENDOR: Central Paving Company

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	<u>\$126,406.19</u>
DEDUCTIONS	<u>-\$56,871.10</u>

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	<u>\$69,535.09</u>
ORIGINAL CONTRACT PRICE:	<u>\$1,878,792.30</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	<u>\$1,878,792.30</u>
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$1,948,327.39</u>
THE CONTRACT TIME WILL BE INCREASED BY:	<u>0 days</u>

APPROVALS REQUIRED:

<u>VENDOR</u>	<u>DATE</u>
<u>CITY ENGINEER</u>	<u>DATE</u>
<u>MAYOR:</u>	<u>DATE</u>

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve Contract Modification #2 of Construction Contract with Jim Smith Contracting, LLC in the amount of \$127,300.00 - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie
Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: Summary: Contract Modification #2 to Jim Smith Contracting, LLC in the amount of \$127,300.00 due to the addition of eight (8) sluice gates, resulting in a final contract amount of \$1,815,900.00.

Background: On July 27, 2021, Ordinance 2021-07-8696 was approved by the Paducah Board of Commissioners to award a construction contract to Jim Smith Contracting, LLC in the amount of \$2,152,000.00 for the Floodwall Flap Gate Replacement Project.

On April 26, 2022, Ordinance 2022-04-8731 was approved by the Paducah Board of Commissioners, authorizing a contract modification of (\$463,400.00) for a contract cost of \$1,688,600.00 resulting from a change in the flap gate vendor. Due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC. The City consulted with the U.S. Army Corps of Engineers to verify the authority to issue the waiver.

The cost savings of the Buy American Act waiver allow the City to replace an additional eight (8) sluice gates for a contract increase of \$127,300.00 with a final contract cost of \$1,815,900.00. By replacing these eight (8) sluice gates, all flap gates and sluice gates within the Paducah Local Flood Protection Project (LFPP) will be replaced.

The Floodwall Flap Gate Replacement Project is part of the larger US Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project. This approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flap gates, and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

The federal government is a 65% partner, with the City contributing 35% to the project. The Floodwall Flap Gate Replacement Project is part of the City's in-kind match and counts toward the City's 35% project portion.

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

Communications Plan:

Funds Available: Account Name: FW Flap Gates

Account Number: FW0010

Staff Recommendation: Authorize and direct the Mayor to sign Change Order #2 with Jim Smith Contracting, LLC for the construction contract on the Floodwall Flap Gate Replacement Project in the amount of \$127,300.00 with a final contract amount of \$1,815,900.00

Attachments:

1. ORD Contract Amend No. 2 – Jim Smith Contracting Flapgate Replacement Project
2. Paducah Flap Gate CO2
3. Flap Gates_Change Order2_Form

ORDINANCE NO. 2023-_____-_____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
CONTRACT MODIFICATION NO. 2 WITH JIM SMITH
CONTRACTING, LLC., IN THE AMOUNT OF \$127,300 FOR THE
ADDITION OF EIGHT SLUICE GATES, RESULTING IN A
FINAL CONTRACT AMOUNT OF \$1,815,900 FOR THE
FLOODWALL FLAPGATE PROJECT**

WHEREAS, on July 27, 2021, the City Commission approved Ordinance No. 2021-07-8696 to authorize an agreement with Jim Smith Contracting in the amount of \$2,152,000 for the Paducah Floodwall Flap Gate Replacement Project; and

WHEREAS, on April 26, 2022, Ordinance No. 2022-04-8731 was approved, authorizing a contract modification of (\$463,400) for a contract cost of \$1,688,600, resulting from a change in the flap gate vendor. Due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC. The City consulted with the U.S. Army Corps of Engineers to verify the authority to issue the waiver; and

WHEREAS, the cost savings of the Buy American Act waiver allows the City to replace an additional eight (8) sluice gates for a contract increase of \$127,300, with a final contract cost of \$1,815,900. By replacing these eight sluice gates, all flap gates and sluice gates within the Paducah Local Flood Protection Project (LFPP) will be replaced.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No.2 with Jim Smith Contracting, LLC to increase the contract in an amount of \$127,300, resulting in a final contract amount of \$1,815,900.

SECTION 2. The Federal Government is a 65% partner, with the City contributing 35% to the Project. The Floodwall Flap Gate Replacement Project is part of the City's in-kind match and counts toward the City's 35% project portion. The amount of \$127,300 shall be paid from the FW Flap Gates, Account Number FW0010.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ord\eng\Contract Amend No. 2 – Jim Smith Contracting Flapgate Replacement Project

City of Paducah
Flood Protection Flap Gate Replacement

Contractor:
Jim Smith Contracting Co., LLC

Revised Prices as Constructed - Requires CO #2

ITEM	DESCRIPTION	Type	BATTER ANGLE	UNIT	QTY	STATION	PLAN SET PAGE	CONTRACT		REVISED QTY	CHANGE ORDER NO 1			EXPECTED		COMMENTS
								UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE	TO PERFORM	TO INVOICE	
1.	Flap Gate - 60"	F25	2.5°	EA	1	200+58A	01C-04	\$55,000.00	\$55,000.00	1	\$43,000.00	\$43,000.00	-\$12,000.00	1	\$43,000.00	
2.	Sluice Gate - 15"	S25	-	EA	1	187+49A	01C-04	\$55,000.00	\$55,000.00	1	\$44,000.00	\$44,000.00	-\$11,000.00	1	\$44,000.00	
3.	Flap Gate - 60"	F55	2.5°	EA	6	157+63A	01C-05	\$65,000.00	\$390,000.00	6	\$43,000.00	\$258,000.00	-\$132,000.00	6	\$258,000.00	
4.	Flap Gate - 24"	F25	5°	EA	1	151+25A	01C-05	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00	
5.	Flap Gate - 24"	F25	5°	EA	4	147+25A	04C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00	0	\$0.00	UPDATED GATE
6.	Flap Gate - 24"	F25	5°	EA	4	144+00A	04C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00	0	\$0.00	NOT NEEDED
7.	Flap Gate - 18"	F25	5°	EA	1	140+45A	01C-05	\$13,000.00	\$13,000.00	1	\$10,000.00	\$10,000.00	-\$3,000.00	1	\$16,000.00	
8.	Flap Gate - 30"	F25	5°	EA	1	130+00A	01C-06	\$34,000.00	\$34,000.00	1	\$29,000.00	\$29,000.00	-\$5,000.00	1	\$29,000.00	
9.	Flap Gate - 72"	F55	2.5°	EA	1	111+67A	01C-06	\$99,000.00	\$99,000.00	1	\$74,000.00	\$74,000.00	-\$25,000.00	1	\$74,000.00	
10.	Flap Gate - 24"	F55	5°	EA	1	84-00A	01C-07	\$28,000.00	\$28,000.00	1	\$22,000.00	\$22,000.00	-\$6,000.00	1	\$22,000.00	
11.	Sluice Gate - 24" in MH	S55	-	EA	1	175+40B	01C-09	\$61,000.00	\$61,000.00	1	\$48,000.00	\$48,000.00	-\$13,000.00	1	\$48,000.00	
12.	Sluice Gate - 24" in MH	S25	-	EA	1	161+66B	01C-09	\$60,000.00	\$60,000.00	1	\$47,000.00	\$47,000.00	-\$13,000.00	1	\$47,000.00	
13.	Sluice Gate - 18" in MH	S25	-	EA	1	149+69B	01C-09	\$54,000.00	\$54,000.00	1	\$44,000.00	\$44,000.00	-\$10,000.00	1	\$5,300.00	Materials Only
14.	Sluice Gate - 30" in MH	S25	-	EA	1	145+92B	01C-09	\$63,000.00	\$63,000.00	1	\$48,000.00	\$48,000.00	-\$15,000.00	1	\$48,000.00	
15.	Sluice Gate - 24" in MH	S55	-	EA	1	145+61B	01C-09	\$55,000.00	\$55,000.00	1	\$41,000.00	\$41,000.00	-\$14,000.00	1	\$41,000.00	
16.	Flap Gate - 36"	F55	5°	EA	1	128+61B	01C-10	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00	1	\$33,000.00	
17.	Flap Gate - 20" in MH	F25	5°	EA	1	123+61B	01C-10	\$24,000.00	\$24,000.00	1	\$21,000.00	\$21,000.00	-\$3,000.00	1	\$21,000.00	
18.	Flap Gate - 24" in MH	F55	-	EA	1	119+45B	01C-10	\$60,000.00	\$60,000.00	1	\$41,000.00	\$41,000.00	-\$19,000.00	1	\$21,000.00	
19.	Flap Gate - 24" in MH	F55	5°	EA	1	115+26B	01C-10	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00	
20.	Flap Gate - 54" in MH	F55	2.5°	EA	4	108+58B	04C-10	\$65,000.00	\$65,000.00	1	\$65,000.00	\$65,000.00	\$0.00	0	\$0.00	ABANDONED LONG AGO
21.	Sluice Gate - 36" in MH	S25	-	EA	1	90+36B	01C-11	\$65,000.00	\$65,000.00	1	\$50,000.00	\$50,000.00	-\$15,000.00	1	\$50,000.00	
22.	Flap Gate - 18"	F55	5°	EA	1	80+00B	01C-11	\$19,000.00	\$19,000.00	1	\$16,000.00	\$16,000.00	-\$3,000.00	1	\$16,000.00	
23.	Flap Gate - 8", Outfall Pipe, and Headwall	F25	5°	EA	4	74+40B	04C-11	\$10,000.00	\$10,000.00	1	\$9,000.00	\$9,000.00	-\$1,000.00	0	\$0.00	OMIT PER RM
24.	Flap Gate - 30" in MH	F55	5°	EA	1	69+86B	01C-12	\$37,000.00	\$37,000.00	1	\$30,000.00	\$30,000.00	-\$7,000.00	1	\$30,000.00	
25.	Flap Gate - 24" in MH	F55	5°	EA	1	57+98B	01C-12	\$29,000.00	\$29,000.00	1	\$23,000.00	\$23,000.00	-\$6,000.00	1	\$23,000.00	
26.	Flap Gate - 12" in MH	F25	5°	EA	1	28+49B	01C-12	\$17,000.00	\$17,000.00	1	\$15,000.00	\$15,000.00	-\$2,000.00	1	\$15,000.00	
27.	Flap Gate - 66"	F55	2.5°	EA	1	19+11B	01C-13	\$85,000.00	\$85,000.00	1	\$62,000.00	\$62,000.00	-\$23,000.00	1	\$62,000.00	
28.	Flap Gate - 18"	F55	5°	EA	1	7+54B	01C-13	\$22,000.00	\$22,000.00	1	\$16,000.00	\$16,000.00	-\$6,000.00	1	\$16,000.00	
29.	Flap Gate - 36"	F55	5°	EA	1	291+75C	01C-14	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00	1	\$33,000.00	
30.	Flap Gate - 36"	F55	5°	EA	1	254+06C	01C-15	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00	1	\$33,000.00	
31.	Flap Gate - 30"	F25	5°	EA	1	244+65C	01C-15	\$33,000.00	\$33,000.00	1	\$28,000.00	\$28,000.00	-\$5,000.00	1	\$28,000.00	
32.	Flap Gate - 36"	F25	5°	EA	1	224+17C	01C-16	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00	1	\$29,000.00	
33.	Sluice Gate - 8" and MH lid	F25	-	EA	1	220+00C	01C-16	\$45,000.00	\$45,000.00	1	\$37,000.00	\$37,000.00	-\$8,000.00	1	\$37,000.00	
34.	Flap Gate - 24"	F25	5°	EA	2	217+35C	01C-16	\$22,000.00	\$44,000.00	2	\$18,300.00	\$36,600.00	-\$7,400.00	2	\$36,600.00	

Revised Prices as Constructed - Requires CO #2

											CHANGE ORDER NO 1						
ITEM	DESCRIPTION	Type	BATTER	UNIT	QTY	STATION	PLAN SET	CONTRACT		REVISED QTY	PROPOSED		CONTRACT	EXPECTED		COMMENTS	
			ANGLE				PAGE	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE	TO PERFORM	TO INVOICE		
35.	Flap Gate - 36"	F25	5°	EA	1	206+90C	01C-16	\$21,000.00	\$21,000.00	1	\$15,000.00	\$15,000.00	-\$6,000.00	1	\$15,000.00		
36.	Flap Gate - 24"	F25	5°	EA	1	200+55C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
37.	Flap Gate - 24"	F25	5°	EA	1	199+80C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
38.	Flap Gate - 48"	F25	2.5°	EA	4	176+90C	01C-17	\$50,000.00	\$50,000.00	1	\$39,000.00	\$39,000.00	-\$11,000.00	0	\$0.00	OMIT PER RM	
39.	Flap Gate - 24"	F25	5°	EA	1	176+47C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
40.	Flap Gate - 24"	F25	5°	EA	1	172+08C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
41.	Flap Gate - 48"	F25	2.5°	EA	4	128+80C	01C-19	\$50,000.00	\$50,000.00	1	\$50,000.00	\$50,000.00	\$0.00	0	\$0.00	UPDATED GATE	
42.	Flap Gate - 48"	F25	2.5°	EA	2	92+70C	01C-20	\$48,000.00	\$96,000.00	2	\$37,000.00	\$74,000.00	-\$22,000.00	2	\$74,000.00		
43.	Flap Gate - 36"	F25	5°	EA	1	51+28C	01C-22	\$33,000.00	\$33,000.00	1	\$29,000.00	\$29,000.00	-\$4,000.00	1	\$29,000.00		
44.	Bonds and Insurance	-	-	LS	1	-	-	\$24,000.00	\$24,000.00	1	\$24,000.00	\$24,000.00	\$0.00	1	\$24,000.00		
TOTALS								\$2,152,000.00		\$1,688,600.00		-\$463,400.00			\$1,426,900.00		
ITEMS ADDED PER CITY ENGINEERING																	
14A	Sluice Gate - 30"			EA	1	14593	145+93B2			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
15A	Sluice Gate - 36" X 36" opening			EA	1	14561	145+61B2			1	\$50,000.00	\$50,000.00		1	\$50,000.00		
16A	Sluice Gate - 36"	S55		EA	1	12861	128+61B2			1	\$50,000.00	\$50,000.00		1	\$50,000.00		
17A	Sluice Gate - 20"	S25		EA	1	12361	123+61B2			1	\$47,000.00	\$47,000.00		1	\$47,000.00		
18A	Sluice Gate - 24"	S25 S55		EA	1	11945	119+45B2			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
19A	Sluice Gate 24"	S55		EA	1	11526	115+26B2			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
24A	Sluice Gate - 30"	S55		EA	1	6986	69+86B1			1	\$50,000.00	\$50,000.00		1	\$50,000.00		
25A	Sluice Gate - 24"	S55		EA	1	5786	57 +86B1			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
												Extra 8 Sluice Gates		\$389,000.00			
												Total Billing w/ Extra 8 Sluice Gate		\$1,815,900.00			
												CO # 2 Amount		\$127,300.00			

**CITY OF PADUCAH
ENGINEERING DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: 2

DATE: November 01,2023

NAME OF PROJECT: Paducah LFPP Flap Gates

OWNER: City of Paducah, Kentucky

VENDOR: Jim Smith Contracting

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	<u>\$389,000.00</u>
DEDUCTIONS	<u>-\$261,700.00</u>

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	<u>\$127,300.00</u>
ORIGINAL CONTRACT PRICE:	<u>\$2,152,000.00</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	<u>\$1,688,600.00</u>
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$1,815,900.00</u>
THE CONTRACT TIME WILL BE INCREASED BY:	<u>0 Days</u>

APPROVALS REQUIRED:

VENDOR

DATE

ENGINEER

DATE

MAYOR:

DATE

Agenda Action Form

Paducah City Commission

Meeting Date: November 14, 2023

Short Title: Approve a Residential Infill Agreement By and Between the City of Paducah and EMD Properties, LLC for LaBarri Subdivision Not to Exceed \$197,991.86 - **R. MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy,
Melanie Townsend
Presentation By: Rick Murphy

Background Information: Summary: EMD Properties, as Developer, and the City of Paducah desire to enter into a Residential Infill Agreement for the reimbursement of expenses incurred during the construction of eligible public infrastructure for the La Barri Subdivision.

Background: On February 12, 2019, the Paducah Board of Commissioners approved Ordinance 2019-2-8560, authorizing the Mayor to sign the final plat of subdivision entitled “LaBarri 1720 & 1740 New Holt Rd, Paducah, KY 42001.” The Developer provided an Escrow Agreement of \$250,000 for the completion of public roadways, curbs, gutters, sidewalks, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plans and the City’s specifications.

On November 14, 2022, the City Engineer accepted all public improvements for maintenance consisting of roadways, storm sewers, sidewalks, easements, and right-of-ways within the LaBarri Subdivision.

During the construction of public infrastructure for the LaBarri Subdivision, the Developer incurred actual costs of \$197,997.86 for all eligible infrastructure associated with this subdivision. The City desires to enter a Residential Infill Agreement to reimburse those costs up to the ad valorem property tax received on the property or the cost of the public improvements, whichever is the lessor.

The City agrees to an eight (8) year Agreement with EMD Properties, LLC for reimbursement of Ad Valorem taxes up to but not to exceed \$197,991.86.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and authorize the Mayor to sign a Residential Infill Agreement between the City of Paducah and EMD Properties, LLC for reimbursement of Ad Valorem property taxes for La Barri Subdivision for a term of eight (8) years for the period beginning July 1, 2023, through June 30, 2031, and a Not-To-Exceed amount of \$197,991.86.

Attachments:

1. ORD Residential Infill Agreement - LaBarri Subdivision
2. La Barri Infill Agreement
3. Plat Cab. M Pg. 1366

ORDINANCE NO. 2023-_____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RESIDENTIAL INFILL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND EMD PROPERTIES, LLC, FOR LABARRI SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on February 12, 2019, the Paducah Board of Commissioners adopted Ordinance No. 2019-2-8560, authorizing the Mayor to sign the final plat of subdivision entitled LaBarri 1720 & 1740 Holt Road, Paducah, KY; and

WHEREAS, the developer EMD Properties, LLC provided an Escrow Agreement of \$250,000 for the completion of public roadways, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plans and the City's specifications; and

WHEREAS, on November 14, 2022, the City Engineer accepted all public improvements for maintenance consisting of roadways, storm sewers, sidewalks, easements, and rights-of-way within the LaBarri Subdivision; and

WHEREAS, during the construction of public infrastructure for LaBarri Subdivision EMD incurred costs of \$197,997.86; and

WHEREAS, the City now desires to enter into a Residential Infill Agreement for reimbursement of those costs, up to the ad valorem property tax received on the property, or the cost of the public improvement, whichever is the least.

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

SECTION 1. Recitals. That the City of Paducah hereby approves a Residential Infill Agreement by and between the City of Paducah and EMD Properties, LLC, as attached hereto and made part hereof, for a total rebate not to exceed \$197,991.86. Said Agreement shall be for a term of eight (8) years. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall

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

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

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

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

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *the Paducah Sun*, _____

\\ord\plan\Residential Infill Agreement – LaBarri Subdivision

Exhibit A
LA BARRI SUBDIVISION RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

EXHIBIT A

LA BARRI SUBDIVISION
RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this _____ day of _____, 2023, by and between the City of Paducah, Kentucky, a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and EMD Properties, LLC, 3936 Alameda Crescent, Paducah, KY, a Kentucky Limited Liability Company (hereinafter referred to as "Developers").

WITNESSETH:

WHEREAS, Developer is the owner of tract real property consisting of 6.15 acres, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat, which is entitled, "Final Subdivision Plat, La Barri, dated January 9, 2019, by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P.L.S. No. 3732) is attached hereto; and

WHEREAS, Developers has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developers' development of said tract of property as a subdivision for residential purposes from the Planning Commission on September 17, 2018 and by Board of Commissioners on February 12, 2019, Ordinance No. 2019-2-8560, which approval is evidenced by the Final Plat recorded in Book: CABM, page 1366-1366, in the McCracken County Clerk's office.

WHEREAS, Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky, and suitable for urban development without unreasonable delay; and

WHEREAS, it would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, eligible public infrastructure and improvements which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements may include without limitation the improvement to existing transportation facilities owned and operated by the Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"); the construction or improvement to local streets, curbs, gutters, sidewalks, and storm sewer conveying systems (hereinafter referred to as "Eligible Public Improvements") as depicted in Developer's Development, which upon completion and acceptance by the appropriate governing body that may include without limitation either or both the City and KYTC (hereinafter referred to as the "Government") shall become the property of the Government. The final approval and acceptance of the Eligible Public Improvements shall be determined by the Government having jurisdictional authority over the Eligible Public Improvements' construction, completion, and acceptance ; and

WHEREAS, for reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance, the City is agreeable to reimbursing Developer for the cost and expenses incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of \$197,991.86, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for eight (8) years beginning July 1, 2023 through June 30, 2031 (hereinafter referred to as "Period of Eligibility") the lesser to apply.

NOW, THEREFORE, in consideration of the foregoing provisions, and for other valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Construction/Improvements of Eligible Public Improvements. Developer shall construct within Developer's Development the public infrastructure and improvements which are necessary for the provision of public safety and municipal services by the Government defined herein as Eligible Public Improvements. All Eligible Public Improvements shall be located within an existing and/or proposed public right-of-way(s) and/or public easements to be dedicated by the plat of Developer's Development or shown as an improvement to existing publicly owned surface transportation infrastructure. The City Engineer and/or the Government having jurisdictional authority shall have the right to inspect all construction of the Eligible Public Improvements during the construction process to ensure that construction of such Eligible Public Improvements are in compliance with the Developer's Development and in compliance with the applicable minimum standards and requirements, including without limitation building codes, zoning laws, or other applicable federal, state or local laws or ordinances of the Government having jurisdictional authority.

2. Acceptance by the Government. Upon completion of construction of the Eligible Public Improvements, the improvements shall be inspected by the Government having jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies are in need of correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government, having jurisdictional authority, shall thereafter maintain the Eligible Public Improvements at the Government's costs. Notwithstanding the foregoing, it is agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvement's that do not meet the minimum standards of the Government.

3. Reimbursement to Developer for Costs and Expenses of Constructing Eligible Public Improvements. In consideration of Developer's construction of Eligible Public Improvements, which are to become the property of the Government having jurisdictional authority, the City hereby agrees to reimburse Developer for any cost and expense incurred by the Developer for the construction cost of the subject improvement to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on Developer's Development during the Period of Eligibility, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements which are constructed in accordance with the Developer's Development and are ready to be accepted by the Government shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expense associated with the Developer's overhead, profit or any other related expense shall not be considered for reimbursement. The determination of which costs and expenses are eligible and whether construction and completion of the Eligible Public Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement at that point in time when the Developer has fully completed construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before May 31 of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses which were incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied with the Developer's supporting construction documentation attached to each request that verifies the costs and

expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide to the City Engineer any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

D. Review and Approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the Reimbursement. As part of the evaluation, the City Engineer shall also make a determination that the Eligible Public Improvements were constructed in accordance with the Developer's Development. In the event the City Engineer makes a determination that the Eligible Public Improvements, or any party thereof, were not constructed in accordance with such minimum Government standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under this Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with Developer, and any engineer, contractor, or subcontractor with whom the Developer associated with prior to or during the construction of such Eligible Public Improvement.

E. Upon approval of eligibility of any Reimbursement for the Eligible Public Improvements. The City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to Finance Department of the City of Paducah.

F. Reimbursement from Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

(1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility. In the event such sum total amount exceeds the sum total of eligible Reimbursement, the City's obligation of Reimbursement shall terminate upon full payment of such Reimbursement.

(2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.

(3) Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's Development shall be utilized in determining the Reimbursement described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.

(5) Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action

is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

(6) Arbitration. Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

(a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.

(b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.

(c) The decision in writing of the arbitrator, when filed with the parties hereto, shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

(7) Miscellaneous Provisions. The following miscellaneous provisions shall apply:

A. Notices. All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

B. Other Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

C. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.

D. Entire Agreement. This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

E. Amendments. This Agreement may not be modified or amended unless by a writing signed by both parties hereto.

F. Time. All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.

G. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives,

heirs, successors and permitted assigns. The Developer shall not assign his/her rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

I. Effective Date of Agreement. The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah.

j. Assurances. The Developer agrees to execute such further documents and instruments as shall be necessary to carry out the terms of this Agreement fully.

CITY OF PADUCAH

EMD PROPERTIES, LLC

By: _____

George Bray, Mayor, City of Paducah

By: _____

Date: _____, 20__

Date: _____, 20__

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large

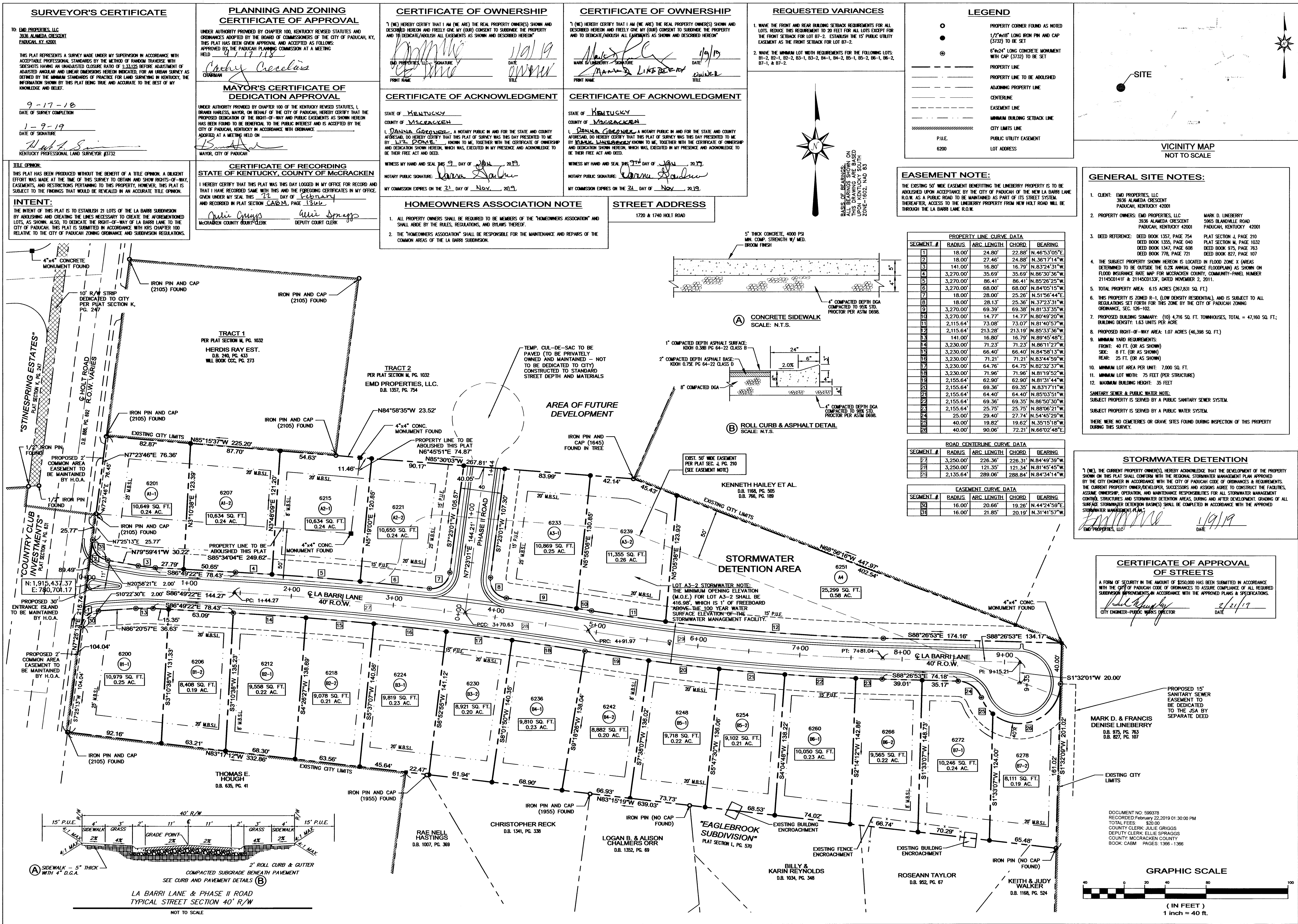
STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Member, on behalf of _____

My commission expires _____.

Notary Public, State at Large



SURVEYOR'S CERTIFICATE

TO: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KY 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 1:33,122 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.

9-17-18
DATE OF SURVEY

1-9-19
DATE OF SIGNATURE

Hubert L. Smith
KENTUCKY PROFESSIONAL LAND SURVEYOR #3732

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:
APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING HELD ON 9/17/18

Carolyn Cresswell
CHAIRMAN

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, BRAD HARRIS, MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED DEDICATION OF THE RIGHT-OF-WAY AND PUBLIC EASEMENTS AS SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE 136-102, ADOPTED AT A MEETING HELD ON 9/17/18

Brad Harris
MAYOR, CITY OF PADUCAH

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 21 DAY OF February, 2019

Julie Griggs
MCCrackEN COUNTY CLERK

Julie Griggs
DEPUTY COUNTY CLERK

CERTIFICATE OF OWNERSHIP

7. (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBMIT THE PROPERTY AND TO DEDICATE/ABOLISH ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON

EMD PROPERTIES, LLC
DATE 1/9/19
TITLE OWNER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF MCCrackEN

1. DANNIA GORNER, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY LIZ DONAHUE, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS EXECUTED IN MY PRESENCE AND ACKNOWLEDGE TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 9 DAY OF JAN, 2019

NOTARY PUBLIC SIGNATURE: Danna Gorner
MY COMMISSION EXPIRES ON THE 21 DAY OF Nov, 2019

HOMEOWNERS ASSOCIATION NOTE

1. ALL PROPERTY OWNERS SHALL BE REQUIRED TO BE MEMBERS OF THE "HOMEOWNERS ASSOCIATION" AND SHALL ABIDE BY THE RULES, REGULATIONS, AND BYLAWS THEREOF.

2. THE "HOMEOWNERS ASSOCIATION" SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THE COMMON AREAS OF THE LA BARRI SUBDIVISION.

STREET ADDRESS

1720 & 1740 HOLT ROAD

REQUESTED VARIANCES

1. WAIVE THE FRONT AND REAR BUILDING SETBACK REQUIREMENTS FOR ALL LOTS. REDUCE THIS REQUIREMENT TO 20 FEET FOR ALL LOTS EXCEPT FOR THE FRONT SETBACK FOR LOT B7-2. ESTABLISH THE 15' PUBLIC UTILITY EASEMENT AS THE FRONT SETBACK FOR LOT B7-2.

2. WAIVE THE MINIMUM LOT WIDTH REQUIREMENTS FOR THE FOLLOWING LOTS: B1-2, B2-1, B2-2, B3-1, B3-2, B4-1, B4-2, B5-1, B5-2, B6-1, B6-2, B7-1, & B7-2.

LEGEND

PROPERTY CORNER FOUND AS NOTED
1/2" x 1/8" LONG IRON PIN AND CAP (3732) TO BE SET
6" x 24" LONG CONCRETE MONUMENT WITH CAP (3732) TO BE SET
PROPERTY LINE TO BE ABOLISHED
ADJOINING PROPERTY LINE
CENTERLINE
EASEMENT LINE
MINIMUM BUILDING SETBACK LINE
CITY LIMITS LINE
PUBLIC UTILITY EASEMENT
LOT ADDRESS

P.U.E.
6200

EASEMENT NOTE:

THE EXISTING 50' WIDE EASEMENT BENEFITING THE LINEBERRY PROPERTY IS TO BE ABOLISHED UPON ACCEPTANCE BY THE CITY OF PADUCAH OF THE NEW LA BARRI LANE R.O.W. AS A PUBLIC ROAD TO BE MAINTAINED AS PART OF ITS STREET SYSTEM. THEREAFTER, ACCESS TO THE LINEBERRY PROPERTY FROM NEW HOLT ROAD WILL BE THROUGH THE LA BARRI LANE R.O.W.

GENERAL SITE NOTES:

- CLIENT: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KENTUCKY 42001
- PROPERTY OWNERS: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KENTUCKY 42001
- DEED REFERENCE: DEED BOOK 1357, PAGE 754
DEED BOOK 1355, PAGE 040
DEED BOOK 1347, PAGE 608
DEED BOOK 778, PAGE 721
- THE SUBJECT PROPERTY SHOWN HEREON 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, COMMUNITY-PANEL NUMBER 211450141F & 211450133F, DATED NOVEMBER 2, 2011.
- TOTAL PROPERTY AREA: 6.15 ACRES (267,831 SQ. FT.)
- THIS PROPERTY IS ZONED R-1 (LOW DENSITY RESIDENTIAL), AND IS SUBJECT TO ALL REGULATIONS SET FORTH FOR THIS ZONE BY THE CITY OF PADUCAH ZONING ORDINANCE, SEC. 126-102.
- PROPOSED BUILDING SUMMARY: (10) 4,716 SQ. FT. TOWNHOUSES, TOTAL = 47,160 SQ. FT.; BUILDING DENSITY: 1.63 UNITS PER ACRE
- PROPOSED RIGHT-OF-WAY AREA: 1.07 ACRES (46,398 SQ. FT.)
- MINIMUM YARD REQUIREMENTS:
FRONT: 40 FT. (OR AS SHOWN)
SIDE: 8 FT. (OR AS SHOWN)
REAR: 25 FT. (OR AS SHOWN)
- MINIMUM LOT AREA PER UNIT: 7,000 SQ. FT.
- MINIMUM LOT WIDTH: 75 FEET (PER STRUCTURE)
- MAXIMUM BUILDING HEIGHT: 35 FEET
- SANITARY SEWER & PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED BY A PUBLIC SANITARY SEWER SYSTEM.
SUBJECT PROPERTY IS SERVED BY A PUBLIC WATER SYSTEM.
- THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

STORMWATER DETENTION

7. (WE), THE CURRENT PROPERTY OWNER(S), HEREBY ACKNOWLEDGE THAT THE DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT SHALL CONFORM WITH THE REGIONAL STORMWATER MANAGEMENT PLAN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES & REQUIREMENTS. THE CURRENT PROPERTY OWNER/DEVELOPER, SUCCESSORS AND ASSIGNS AGREE TO CONSTRUCT THE FACILITIES, ASSUME OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES FOR ALL STORMWATER MANAGEMENT CONTROL STRUCTURES AND STORMWATER DETENTION AREAS, DURING AND AFTER DEVELOPMENT, GRADING OF ALL SURFACE STORMWATER DETENTION BASIN(S) SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

EMD PROPERTIES, LLC
DATE 1/9/19

CERTIFICATE OF APPROVAL OF STREETS

A FORM OF SECURITY IN THE AMOUNT OF \$250,000 HAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLIANCE OF ALL REQUIRED SURVEYING IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS & SPECIFICATIONS.

Paul Humphrey
CITY ENGINEER-PUBLIC WORKS DIRECTOR

2/21/19
DATE

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

FINAL SUBDIVISION PLAT
LA BARRI
1720 & 1740 HOLT ROAD
PADUCAH, KENTUCKY 42001

PROJECT NO.: 17101
DATE: JANUARY 9, 2019
DRAWN BY: DMG
CHECKED BY: HFS
REV. DESCRIPTION

DOCUMENT NO: 599378
RECORDED February 22, 2019 01:30:00 PM
TOTAL FEES: \$200.00
COUNTY CLERK: JULIE GRIGGS
DEPUTY CLERK: ELLIE SPRAGGS
COUNTY: MCCrackEN COUNTY
BOOK: CABM PAGES: 1366-1368

SHEET
1
OF 1