



**CITY COMMISSION MEETING
AGENDA FOR JANUARY 9, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PUBLIC COMMENTS

PRESENTATION Sport Tourism Commission Presentation Paducah Sports Park

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for the December 11 and December 12, 2023, Special Called Meetings of the Board of Commissioners
	B.	Receive & File Documents
	C.	Appointment of Lena "Lee" Emmons to the Paducah Board of Ethics
	D.	Reappointment of Robert L. Wade to the Civil Service Commission
	E.	Appointment of Dan Knowles to the Barkley Regional Airport Authority Board
	F.	Appointment of David Wilkins to the Paducah Main Street Board
	G.	Personnel Actions
	H.	Authorize the Mayor to execute a purchase agreement with Innovative Sport Surfacing for the purchase of pour-in-place rubber surfacing for Keiler Park in an amount of \$51,425 - A. CLARK

		I.	Authorize the Mayor to execute a contractual agreement with Pyro Shows for fireworks for the City's Independence Day Celebration in an amount of \$39,975 with renewal options - A. CLARK
		J.	Contract for the 2024-2025 Concrete Program - Maegan Mansfield
	II.	<u>RESOLUTION(S)</u>	
		A.	Resolution Supporting the Murray State School of Veterinary Medicine
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Annexation of four City-owned lots for potential redevelopment - J. SOMMER
		B.	Joint Sewer Agency Easement - S. KYLE /J. HODGES
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Acceptance of Woodland Property on Pines, LLC Subdivision - M. TOWNSEND
	V.	<u>DISCUSSION</u>	
		A.	Solid Waste Rates - C. YARBER
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

December 11, 2023

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held on Tuesday, December 11, 2023, at 4:00 p.m., in Conference Room B at the McCracken County Courthouse, 300 Clarence Gaines Street, Paducah, Kentucky, Mayor Bray and Judge Executive Clymer presided.

Upon call of the roll by the County Clerk, the following answered to their names: County Commissioners Abraham, Bartleman, Jones, and Judge Executive Clymer (4). Upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

DISCUSSION

Paducah-McCracken County 911 Radio Upgrade Project

A discussion was conducted regarding an Agreement with Communications International between the City of Paducah and McCracken County for the Paducah-McCracken County 911 radio upgrade project. It is anticipated that this will be a 15-16 month project, followed by a 30-day test period. This contract will be for a five-tower system and replacement of 911 Consoles. The infrastructure portion will cost \$7.66 million and the total contract will be slightly under \$10.1 million (contingent upon the number of radios and mobile systems that each party will need to purchase). Commissioner Abraham asked to discuss a funding source, but Judge Clymer reiterated that this meeting was for the approval of the infrastructure contract and that further discussion of a funding source will be held within the next couple of months.

Adopted by the Fiscal Court unanimously.

The Paducah City Commission plans to take action to approve the Contract at their meeting on Tuesday, December 12, 2023.

ADJOURN

County Commissioner Bartleman offered a motion, seconded by County Commissioner Jones, to adjourn the meeting of the Fiscal Court. All voted Aye.

Commissioner Guess offered motion, seconded by Commissioner Smith, to adjourn the meeting of the Paducah Board of Commissioners. All voted Aye.

Meeting ended at approximately 4:55 p.m.

ADOPTED: _____

George Bray, Mayor

December 11, 2023

ATTEST:

Claudia S. Meeks, Assistant City Clerk

December 12, 2023

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, December 12, 2023, at 5:00 p.m., at WKCTC, Crounse Hall, Room 101, 4810 Alben Barkley Drive, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATIONS

Christmas Parade Award Winners

Director of Parks & Recreation Amie Clark and Recreation Superintendent Taylor Morsching presented awards to the first-place winners in the six categories for the 2023 Christmas Parade. The parade was held December 2 in downtown Paducah with the theme *Wild West-ern Kentucky*. Here is a comprehensive list of all the winners:

Themed Float Division:

- 1st Place – Drake Lighting
- 2nd Place – Cub Scout Pack 2018
- 3rd Place – E-Z Way Auto Sales

Religious Float Division:

- 1st Place – Northside Church
- 2nd Place – First Baptist Church Paducah
- 3rd Place – Paducah Global Methodist Church

Non-Float Division:

- 1st Place – Goodwin Farms
- 2nd Place – McCracken County Public Library
- 3rd Place – Hines Furlong Line

School Float Division:

- 1st Place – Paducah Middle School
- 2nd Place – McCracken County All-Girl Cheer
- 3rd Place – McCracken County FFA

Drill Team Division:

- 1st Place – Center Stage Dance Academy
- 2nd Place – Paducah Step Team
- 3rd Place – The Rhythm Factory

Band Division:

- 1st Place – McCracken County High School Band
- 2nd Place – Paducah Tilghman High School Band of Blue

December 12, 2023

DUKE OF PADUCAH PRESENTATION

Communications Manager Pam Spencer provided the following summary:

Mayor George Bray presented a Duke of Paducah to Dann D. Patterson. Retired Kentucky Supreme Court Justice Bill Cunningham nominated Patterson for the Duke award. The application listed the various organizations in which Patterson has volunteered his time in addition to his service on the Barkley Regional Airport Board and the Paducah Human Rights Commission.

RIGHT OF WAY PAVEMENT MANAGEMENT PROGRAM UPDATE

Communications Manager Pam Spencer provided the following summary:

Pavement Management Program Update

Maegan Mansfield with Bacon Farmer Workman Engineering & Testing (BFW) provided an update on BFW's contract with the City for a pavement management system. The City approved a multi-year contract in November 2021 with BFW to perform pavement inspections on City streets using the PAVER software program.

The detailed pavement inspection program actually began in 2018 with the inspection of all 223 lane miles of Paducah's streets and the assignment of a rating based on various factors. The rating is called the Pavement Condition Index, a number between 0 and 100 with streets in good condition receiving higher numbers. Streets receiving a rating of 65 or lower need rehabilitation. This recent contract includes the inspection of 20 percent of the streets each year and the development of street rehabilitation plans.

For 2023, Mansfield said that 44 percent of the streets have a poor or failed rating and added that the rate of street deterioration is outpacing the street rehabilitation plan. At this time, BFW is developing the 2024-2026 Street Rehabilitation Plan for the City.

Mansfield explained that it costs, on average, approximately \$635,000 per mile to completely rehabilitate a street including drainage and sidewalks. For the current fiscal year, the City set aside \$2 million for street rehabilitation. Mayor Bray would like the City to determine a phased-in plan to increase the street ratings so that the rehabilitation efforts will begin to outpace the rate of deterioration.

CONSENT AGENDA

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

I(A)	Approve Minutes for the November 28, 2023, Special Called Meeting of the Board of Commissioners
I(B)	<u>Minute File:</u> 1. Notice of Special Called Meeting of the Board of Commissioners – November 14, 2023 2. Notice of Special Called Meeting of Board of Commissioners – November 28, 2023

December 12, 2023

	<u>Contract File:</u> 1. Contract Modification #4 – Midstates Construction – Civic Center Renovation Project - \$12,369.08 – MO #2822 2. Contract Modification #5 – Midstates Construction – Civic Center Renovation Project - \$4,790.15 – MO #2823 3. Addendum to Lease Agreement with Heritage Operating, LLC d/b/a Cremation Society of Paducah – MO #2824 4. Notice of Award – Uniform Services for the Fire Department – Galls, LLC – MO #2828 5. Regional Government Enterprise Agreement renewal with ESRI, Inc. for an additional three years – MO #2831 6. Agreement – City of Paducah 2024-2025 Fuel Contract with JSC Terminal, LLC d/b/a MidWest Terminal – MO #2832 7. Contract Modification #1 – South 25th Street Improvement Project with Central Paving Co. \$69,535.09 – ORD 2023-11-8794 8. Contract Modification #2 – Construction Contract with Jim Smith Contracting, LLC - \$127,300 – ORD <u>Bids File:</u> a. Paducah’s Fuel Contract 2024-2025 – MO #2832 b. JSC Terminal LLC d/b/a Midwest Terminal *sole bid
I(C)	Reappointment of Dann Patterson and Appointment of Kevin Kauffeld to the Barkley Regional Airport Authority Board. Said terms shall expire December 31, 2027.
I(D)	Appointment of Jacquelyn Carruthers to the Paducah-McCracken County Senior Citizens Board to replace Sarah Walker, who resigned. Said term shall expire June 30, 2026.
I(E)	Reappointment of Sara Bradley, Kelm Burchard and Glenn Denton to the Paducah Convention & Visitors Bureau Board of Directors. Said terms shall expire December 31, 2026.
I(F)	Appointment of Benny Heady to the Commissioners of Water Works to replace William Shannon, who resigned. Said term shall expire January 1, 2028.
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF \$29,100 FOR PURCHASE OF 16-FOOT ENCLOSED TRAILER FOR USE BY THE BOMB SQUAD OF THE PADUCAH POLICE DEPARTMENT (MO #2834; BK 13)

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

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

December 12, 2023

MUNICIPAL ORDERS

CONTRACT MODIFICATION #6 – MIDSTATES CONSTRUCTION – ROBERT CHERRY CIVIC CENTER - \$166,073.30

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 6 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE TOTAL AMOUNT OF \$166,073.30, AND CONTRACT EXTENSION #2 OF SIXTY (60) DAYS, 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 # 2835; BK 13)**

APPROVE AGREEMENT WITH COMMUNICATIONS INTERNATIONAL IN THE AMOUNT OF \$10,013,436.64 FOR THE PADUCAH-MCCRACKEN COUNTY 911 RADIO UPGRADE

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 AN AGREEMENT WITH COMMUNICATIONS INTERNATIONAL AND THE COUNTY OF MCCRACKEN FOR THE PADUCAH-MCCRACKEN COUNTY 911 RADIO UPGRADE PROJECT.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2836; BK 13)**

APPROVE AMENDMENT #10 TO THE AGREEMENT WITH FEDERAL ENGINEERING FOR RADIO SYSTEM IMPLEMENTATION SUPPORT NOT EXCEEDING \$265,782

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND APPROVING AMENDMENT NO. 10 TO THE PROFESSIONAL CONSULTING AGREEMENT WITH FEDERAL ENGINEERING, INC., FOR PROFESSIONAL SERVICES RELATED TO IMPLEMENTATION SUPPORT FOR THE PADUCAH-MCCRACKEN COUNTY 911 RADIO UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$265,782 AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO # 2837; BK 13)**

CITY OF PADUCAH RETIREE DEATH BENEFIT PLAN ADOPTION

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING AND ADOPTING THE CITY OF PADUCAH SELF-INSURED RETIREE LIFE INSURANCE PLAN

December 12, 2023

DOCUMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2838; BK 13)**

ORDINANCE ADOPTIONS

TEXT AMENDMENT OF SECTION 126-76 SIGN REGULATIONS

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-76, SIGN REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH KENTUCKY.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission dated November 6, 2023, to amend Section 126-76 Sign regulations of the Paducah Zoning Ordinance. The changes are related to the permitting projecting signs in the B-2 Downtown Business Zone, clarifying enforcement of the sign code, revising definitions, bringing the sign code into conformity with the *City of Austin, Texas v. Reagan National Advertising of Austin, LLC*, and creating performance standards for murals.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-12-8797; BK 36)**

APPROVE A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH RITTER COMMUNICATIONS

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO RITTER COMMUNICATIONS, PURSUANT TO THE TERMS AND PROVISIONS OF CHAPTER 108 “TELECOMMUNICATIONS” OF THE CODE OF ORDINANCES, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT WITH RITTER COMMUNICATIONS AND ALL OTHER DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This Ordinance formally accepts the bid of Ritter Communications for a non-exclusive telecommunications franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, and as contained in the bid of November 11, 2022, and subsequent addendum. Further, this Ordinance grants a ten (10) year, non-exclusive telecommunications franchise to Ritter Communications, pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances of the City of Paducah.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-12-8798; BK 36)**

December 12, 2023

AMEND CHAPTER 2, ARTICLE X “CODE OF ETHICS” OF THE PADUCAH CODE OF ORDINANCES

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH AND ESTABLISHING A CODE OF ETHICAL CONDUCT APPLICABLE TO ALL OFFICERS AND EMPLOYEES OF THE CITY AND CITY AGENCIES.” This Ordinance is summarized as follows: This ordinance amends Chapter 2, Article X “Code of Ethics” of the Code of Ordinances of the City of Paducah. This amendment updates definitions, amends dollar limits related to gifts and honoraria from \$100 to \$200, updates wording related to the misuse of confidential information, defines violations of the Code of Ethics as misconduct, expands financial interest statement requirements to department-head level directors, sets a regular meeting date for the board of ethics, and updates and simplifies the process of filing complaints and the procedure for holding hearings. Further, this ordinance creates new sections related to withdrawal from participation, endorsements, meeting attendance, social media, e-mail and text messages, incompatible offices, equal employment, conduct, City Policies, and City Ordinances.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-12-8799; BK 36)**

PUBLIC COMMENT: Dajuan Thomas made a public comment thanking the Board of Commissioners for passing this Ordinance.

AMEND THE DEFINITION OF PROJECT IN THE SERIES 2020A BOND ORDINANCE TO INCLUDE OTHER PUBLIC PROJECTS

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AMENDING THE DEFINITION OF “PROJECT” IN THE ORDINANCE OF THE CITY DATED NOVEMBER 26, 2019, TO PERMIT THE PROCEEDS OF THE CITY’S GENERAL OBLIGATION BONDS, SERIES 2020A TO BE SPENT FOR COSTS OF OTHER PUBLIC PROJECTS.” This Ordinance is summarized as follows: This ordinance amends the definition of "Project" as it is used in the Series 2020A Bond Ordinance to reflect the updated project uses. Updated project uses include an outdoor public sports complex, new terminal facilities and improvements at Barkley Regional Airport, new facilities and equipment to be utilized by the 911 Communication Services Division of the Police Department, and one or more additional public projects deemed necessary or desirable by the Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-12-8800; BK 36)**

ORDINANCE INTRODUCTION

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCracken COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED NORTH OF SEVENTH STREET (UNDEVELOPED)

December 12, 2023

AND WEST OF FLOURNOY STREET (UNDEVELOPED) OWNED BY THE CITY OF PADUCAH IN ORDER TO CONNECT THE TREATMENT CHAIN FROM A PREVIOUSLY CONSTRUCTED DIVERSION AND PUMPING STATION THROUGH THE FLOODWALL AND RECONNECTING TO THE EXISTING EFFLUENT PIPING.” This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute a Sanitary Sewer Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency, for and in consideration of One dollar (\$1.00) for an area located North of Seventh Street (undeveloped) and West of Flournoy Street (undeveloped). The permanent easement required is approximately 20,957 square feet (0.481 acres).

COMMENTS

City Manager

- This is the last meeting of the year.
- City Hall and all non-emergency city services will close December 25-26, 2023 for the Christmas Holiday and January 1-2, 2024, for the New Year Holiday

Commissioner Henderson

- Wanted to commend Chris Yarber and the Public Works staff for their work on the southside area of Paducah.

Commissioner Wilson

- She would like the Commission to move forward with funding in 2024 to help preserve the Columbia Theatre.

Commissioner Smith

- Announced that he will file to run again for City Commissioner.

ADJOURN

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

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

TIME ADJOURNED: 6:54 p.m.

ADOPTED: January 9, 2024.

George Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

January 9, 2024

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Joint Meeting Board of Commissioners and the McCracken County Fiscal Court dated December 11, 2023
2. Notice of Special Called Meeting of the Board of Commissioners dated December 12, 2023

Contract File:

1. Residential Infill Agreement with EMD Properties, LLC – LaBarri Subdivision – ORD 2023-11-8796
2. Telecommunications Franchise Agreement with Ritter Communications - ORD 20223-12-8798
3. Notice of Award – Construction of Relocated Dog Parks, Bob Noble Park – MO #2833
4. Agreement Between City of Paducah and Evrard Company – Construction of Relocated Dog Parks, Bob Noble Park – MO #2833
5. Notice To Proceed – Construction of Relocated Dog Parks, Bob Noble Park – MO #2833
6. Agreement with Communications International - \$10,013,436.64 – Paducah-McCracken County 911 Radio Upgrade – MO #2836
7. Amendment #10 – Agreement with Federal Engineering – Radio System Implementation Support not exceeding \$265,782 – MO #2837
8. Retiree Death Benefit Plan – MO #2838

Financials File:

1. Paducah Water Works – Month Ended October 31, 2023

Bids File:

1. Network Switches and Routers – MO #2732
 - Riverside Technologies, Inc.
 - Zones, LLC*
 - Dean Dorton Technologies
 - All About IT, Inc.
 - Focus Camera LLC
 - Systems Solutions
 - LightChange Technologies
 - SHI International
 - Converge Technology Solutions
2. 911 Public Safety Radio System Upgrade - located in the City Clerk basement storage area) - MO #8798
 - Communications International *
 - Motorola Communications

CITY OF PADUCAH
January 9, 2024

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

1/4/2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
January 9, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Queen, Karen N.	Senior Administrative Assistant	\$24.52/hr	NCS	Non-Ex	January 25, 2024
<u>FIRE - SUPPRESSION</u>					
Broadway, Michael	Firefighter Recruit	\$15.18/hr	NCS	Non-Ex	January 25, 2024
Loredo, Jose	Firefighter Recruit	\$15.18/hr	NCS	Non-Ex	January 25, 2024
Hembd, Alfred	Firefighter Recruit	\$15.18/hr	NCS	Non-Ex	January 25, 2024
Bingham, KiRome	Firefighter Recruit	\$15.18/hr	NCS	Non-Ex	January 25, 2024
Gray, Jedadiah	Firefighter Recruit	\$15.18/hr	NCS	Non-Ex	January 25, 2024
<u>PARKS & RECREATION</u>					
Kimball, Elizabeth A.	Recreation Specialist - Events	\$21.39/hr	NCS	Ex	January 11, 2024

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

<u>E911</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>
Curry, Harlie N.	Telecommunicator \$19.10/hr	Telecommunicator \$19.58/hr	NCS	Non-Ex	February 8, 2024
<u>ENGINEERING</u>					
Guebert, Gregory E.	Assistant City Engineer \$46.65/hr	Assistant City Engineer \$47.58/hr	NCS	Ex	December 14, 2023
Nuckolls, Amy D.	Senior Administrative Assistant \$26.36/hr	Senior Administrative Assistant \$27.15/hr	NCS	Non-Ex	December 14, 2023
Riley, Keith G.	Floodwall Superintendent \$38.50/hr	Floodwall Superintendent \$39.66/hr	NCS	Ex	December 14, 2023
Shelby, Shane E.	Engineering Technician \$29.39/hr	Engineering Technician \$30.27/hr	NCS	Ex	December 14, 2023
Topper-Curtis, Brandy L.	Engineering Technician III \$43.25/hr	Engineering Technician III \$44.55/hr	NCS	Ex	December 14, 2023
Townsend, Melanie P.	Engineering Project Manager \$37.32/hr	Engineering Project Manager \$38.44/hr	NCS	Ex	December 14, 2023
<u>FIRE - PREVENTION</u>					
Dicke, Janet N.	Senior Administrative Assistant \$27.86/hr	Senior Administrative Assistant \$28.42/hr	NCS	Non-Ex	December 14, 2023
McGee, Debra E.	Permit Specialist \$20.94/hr	Permit Specialist \$21.36/hr	NCS	Non-Ex	December 14, 2023
<u>FIRE - SUCCESSION</u>					
Denton, David	Deputy Chief \$53.49/hr	Deputy Chief \$55.10/hr	NCS	Ex	December 14, 2023
<u>PARKS & RECREATION</u>					
Morsching, Taylor A.	Recreation Superintendent \$34.84/hr	Interim - Assistant Director \$38.32/hr	NCS	Ex	December 14, 2023
<u>PLANNING</u>					
Reason, Melanie R.	Business Development Specialist \$28.98/hr	Business Development Specialist \$29.85/hr	NCS	Ex	December 14, 2023
Stroup, Palmer	Planner I \$25.33/hr	Planner I \$25.84/hr	NCS	Ex	December 14, 2023

TERMINATIONS - FULL-TIME (F/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Ryan, Wayne R.	Flood Wall Operator	Retirement	December 31, 2023
<u>PARKS & RECREATION</u>			
Davidson, Suzanne J.	Assistant Director	Resignation	January 3, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: January 9, 2024

Short Title: Authorize the Mayor to execute a purchase agreement with Innovative Sport Surfacing for the purchase of pour-in-place rubber surfacing for Keiler Park in an amount of \$51,425 - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On October 24, the Board of Commissioners accepted a grant in the form of discounted playground equipment from GameTime and authorized the purchase of playground equipment for Keiler Park. On November 22, the city released a request for proposals for pour in place rubber surfacing for the Keiler Park playground replacement project with a closing date of December 5, 2023.

Request approval of a purchase agreement with Innovative Sport Surfacing for the purchase and installation of approximately 3,025 sq ft of pour in place rubber surfacing and sub grade material for Keiler Park in the amount of \$51,425.00.

Keiler Park Playground improvement project is funded in part by Land and Water Conservation Funds in the amount of \$81,885.00 awarded in August 2023 with a 50% match from the City. This project must be completed by June 2024 to meet grant award requirements.

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

If yes, please list the Commission Priority: Facility Enhancements

Communications Plan:

Funds Available: Account Name: Keiler Park Playground Project

Account Number: PA0130

Staff Recommendation: Accept and approve

Attachments:

1. MO Innovative Sport Keiler Park Rubber Surfacing 2024
2. Purchase Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF INNOVATIVE SPORT SURFACING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT IN THE AMOUNT OF \$51,425 FOR THE PURCHASE AND INSTALLATION OF POUR-IN-PLACE RUBBER SURFACING AND SUBGRADE MATERIAL FOR KEILER PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the proposal of Innovative Sport Surfacing dated December 5, 2023, for pour-in-place rubber surfacing and subgrade material for Keiler Park.

SECTION 2. The Mayor is hereby authorized to execute a purchase agreement with Innovative Sport Surfacing in the amount of \$51,425 for the purchase and installation of pour-in-place rubber surfacing and subgrade material for Keiler Park.

SECTION 3. This expenditure shall be charged to the Keiler Park Playground Project Account PA0130.

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, January 9, 2024
Recorded by Lindsay Parish, City Clerk, January 9, 2024
\\mo\\Innovative Sport Keiler Park Rubber Surfacing 2024

Innovative Sport Surfacing, LLC
8425 Station St
Mentor, OH 44060-4924 US
sales@innovativesportsurfacing.com
www.innovativesportsurfacing.com



ADDRESS

Amie Clark
Keiler Park, Paducah, Kentucky
300 S. 5th Street
Paducah, KY 42003

SHIP TO

Amie Clark
Keiler Park, Paducah, Kentucky
Keiler Park
3200 Broadway Street
Paducah, KY 42003

Estimate 2277

DATE 12/01/2023

SHIP VIA

FREIGHT

TRACKING NO.

RYAN

SCOPE OF WORK	QTY	RATE	AMOUNT
4.0" PIP Rubber System 50/50 Black/ Color:PIP 3,025-SF @ 8'CFH OWNER WILL DO ALL EXCAVATION TO MEET THE SPECIFICATIONS DETERMINED BY THE VENDOR -Installation of a 4" crushed stone subbase. -Installation of our 4" Max Play PIP rubber system for up to an 8-foot critical fall height. 3.5" SBR (cushion course) topped with a 0.5" wearing course. 50% black and 50% color. Color TBD. Aromatic binder. -PIP will have rolled edge surface and concrete sidewalk connections. -All debris will be removed and disposed of. ALL INCLUSIVE: MATERIALS / LABOR / FREIGHT / INSTALLATION	3,025	17.00	51,425.00

Thank you for the Opportunity!!

Payment Terms: Material Deposit and Balance Upon Completion
(5% per day late fee of project total applied after 3 business days of completion if not paid)

TOTAL \$51,425.00

60% Deposit on all surfacing items and payment in full for all playground equipment orders.

Accepted By

Accepted Date

60% Deposit on all surfacing items and payment in full for all playground equipment orders.

Agenda Action Form

Paducah City Commission

Meeting Date: January 9, 2024

Short Title: Authorize the Mayor to execute a contractual agreement with Pyro Shows for fireworks for the City's Independence Day Celebration in an amount of \$39,975 with renewal options - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: Paducah Parks and Recreation requested quotes for fireworks for the 2024 Independence Day Celebration. After responses were received, the Department is recommending a contractual agreement with Pyro Shows out of Knoxville, TN to provide fireworks for the July 4th event in 2024, in the amount of \$39,975.00.

If agreeable by both parties, the contract has a 2-year renewal for the 2025 and 2026 seasons with a maximum increase in costs of 10% for each year in 2025 and 2026.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Operations

Account Number: 1000-24-2405-539300

Staff Recommendation: Approve

Attachments:

1. MO - contract-Pyro Shows – fireworks - 2024
2. Pyro Show Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH PYRO SHOWS IN THE AMOUNT OF \$39,975
TO PROVIDE FIREWORKS FOR THE CITY'S INDEPENDENCE
DAY CELEBRATION

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Pyro Shows out of Knoxville, Tennessee, in the amount of \$39,975 to provide fireworks for the July 4th Celebration in 2024. If agreeable by both parties, the contract can be renewed for two additional years (2025 and 2026) with a maximum increase in costs of 10% for each successive year.

SECTION 2. This expenditure shall be charged to Operations Account No. 1000-2405-539300

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 9, 2024
Recorded by Lindsay Parish, City Clerk, January 9, 2024
\\mo\contract-Pyro Shows – fireworks - 2024

PYRO SHOWS, INC.
Contract Agreement

This Agreement made on Nov 2, 2023, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "PYRO SHOWS" and City of Paducah, KY with its principal place of business located at 300 South 5th Street Paducah, KY 42003 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order# **24 KY 07-04-Custom-29750-000039** dated **Nov 2, 2023** and **will be 20 minutes, with no pauses of no more than 30 to 60 seconds between.** The Show will be given on **July 4, 2024.** Rain date/postponement date: **July 5, 2024.**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products, Customer has the following available options: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date. In the event of cancellation due to an increase in costs in excess of 10%, Customer shall not be liable for any costs, expenses, or liquidated damages.
- III. This agreement offers two option years for a Show of the same size to be given on a mutually agreeable date in 2025 and 2026. Each option year includes a price increase that shall not exceed 10% above the previous year's contract price. **This Agreement shall automatically renew for one (1) year unless Customer notifies PYRO SHOWS in writing on or before November 1, 2024 of its intent to cancel the Agreement. In the event this Agreement is renewed for the 2025 Show, this Agreement shall automatically renew for one (1) year unless Customer notifies PYRO SHOWS in writing on or before November 1, 2025 of its intent to cancel the Agreement. If Customer cancels and/or does not renew this Agreement under this Paragraph, Customer shall not be liable to PYRO SHOWS for any costs, expenses, or liquidated damages.**
- IV. **MULTI-YEAR CONTRACT TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, the 2025 and 2026 option years include a discretionary price increase as necessary in the event of additional costs due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. PYRO SHOWS shall provide a price to Customer for the next year's show no later than October 1st of each year. In the event that the price is more than 10% of the previous year's cost, Customer has the following available options: Customer may opt to increase their budget to absorb the increased costs - OR - Customer may maintain the option year budget of their show with a corresponding reduction in the amount of product included in their show - OR -Customer may opt to not renew the Agreement as set forth in the previous paragraph.
- V. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) nor more than ____% of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem

PYRO SHOWS, INC.
Contract Agreement

etc.; in no event shall these expenses be less than thirty percent (30%) nor more than ____% of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that if Customer cancels seven (7) months or less before the date of the Show, PYRO SHOWS shall have incurred substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer. Customer shall not be liable to PYRO SHOWS for any costs, expenses, or liquidated damages if the Agreement is cancelled at least seven (7) months before the Show.

- VI. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area, which for land shoots will be the fall zones and for water shoots, Customer will coordinate with the Coast Guard to provide security in the fall zones. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- VII. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VIII. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- Pyro Shows Inc. shall indemnify and hold Client, it's employees, agents and insurers harmless from, for and against any and all claims, losses, damages and costs including reasonable attorney's fees, collectively, arising out of or relating to the Fireworks Display, provided that any such loss was caused by the negligent act or omission of Pyro Shows or its subcontractors, agents or employees.**
- IX. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- X. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

PYRO SHOWS, INC.
Contract Agreement

- XI. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of KENTUCKY, and any suit involving this contract shall **be brought in the COURTS OF McCracken County, Kentucky in the State of Kentucky**, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in any other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- XII. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth herein. The stated late payment fee shall begin to run from the applicable date(s) established in herein unless this provision is prohibited by law.
- XIII. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XIV. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XV. **INSURANCE:** Pyre Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XVI. Pyro Shows agrees to comply with the State Workers Compensation laws.
- XVII. Pyro Shows will provide properly trained and experienced operators to set up and shoot the Fireworks Display in conformance with the requirements of NFPA 1123 and applicable federal state, and local laws, regulations, codes and ordinances.
- I. **PAYMENT TERMS: PAYMENT TERMS:** Paducah, City of shall pay PYRO SHOWS \$ 29,750.00 for the firework display also added will be HULL/P&I INSURANCE in the amount of \$ 10,225.00 plus applicable taxes in the amount of \$0.00 for a grand total of \$ 39,975.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit 50% deposit upon Return of signed contract by December 1, 2023. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

PYRO SHOWS, INC.
Contract Agreement

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

PYRO SHOWS, INC.
Contract Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____



DATE: _____

Lansden E. Hill Jr., President and CEO OR Michael E. Walden, Vice President

CUSTOMER

BY: _____

Signature

Printed Name

Title

DATE: _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, PYRO SHOWS SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

4888-9148-0959

Agenda Action Form

Paducah City Commission

Meeting Date: January 9, 2024

Short Title: Contract for the 2024-2025 Concrete Program - **Maegan Mansfield**

Category: Municipal Order

Staff Work
By: Brandy
Topper-Curtiss
Presentation
By: Maegan
Mansfield

Background Information: On December 19, 2023, bids were opened and read aloud for the City of Paducah's 2024-2025 Concrete Program. This program consists of the completion of concrete work within the City such as sidewalks, curb & gutter, concrete entrances and storm inlets. One bid was received, with Harper Construction, LLC, submitting the lowest evaluated bid. The concrete unit prices, along with excavation hourly rates will begin upon execution of the contract and end December 31, 2025. The contract has a one-year renewal option, ending December 31, 2026, upon the mutual agreement of both parties.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: MAP

Account Number: 23002217 542270

Staff Recommendation: To receive and file the bids submitted for the 2024-2025 Concrete Program and adopt a Municipal Order authorizing the Mayor to enter into a contract with Harper Construction, LLC, for the concrete unit prices and excavation hourly rates listed on the attached bid tab for the 2024 and 2025 calendar years ending December 31, 2025; and to authorize the Mayor, subsequent to the recommendation of the City Engineer, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2026 calendar year ending December 31, 2026, upon the mutual agreement of both parties.

Attachments:

1. MO concrete program 2024-2025
2. Classified Ad
3. Bid Tab for 2024-2025 Concrete Program
4. 00500 - Agreement Conc
5. Harper bid

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF HARPER CONSTRUCTION, LLC
FOR THE 2024-2025 CITY OF PADUCAH CONCRETE PROGRAM, AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Harper Construction, LLC, for the calendar years 2024-2025 concrete program, with the option of a one-year extension, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Harper Construction, LLC, of December 19, 2023, for the following unit prices and hourly rates:

Concrete Removal and Replacement Unit Prices

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	45.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	33.00
3	Curb & Gutter (New Construction)	L.F.	27.00
4	Concrete Sidewalk (Remove & Construct)	S.Y.	66.00
5	Concrete Sidewalk (New Construction)	S.Y.	55.00
6	Concrete Handicap Ramp	S.Y.	83.00
7	Concrete Entrance Pavement – 6” (Residential)	S.Y.	90.00
8	Concrete Entrance Pavement – 8” (Commercial)	S.Y.	105.00
9	Concrete Entrance Pavement – 6” M-Mix	S.Y.	110.00
10	Concrete Entrance Pavement – 8” M-Mix	S.Y.	120.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	58.00
12	Gutter Replacement – Granite/Concrete Curb in	L.F.	47.00
13	Concrete Header Curb – 12”	L.F.	40.00
14	Concrete Header Curb – 18”	L.F.	41.00
15	Non-Reinforced Concrete 8”	S.Y.	90.00
16	Inlet Repair (Existing)	Each	1100.00
17	Reinforced Concrete New Construction –Class A	C.Y.	1500.00
18	Deep Saw Cut	L.F.	8.00
19	Perforated Pipe – 4”	L.F.	18.00

20	6X6 WWF 10 Gauge wire mesh	S.Y.	7.00
----	----------------------------	------	------

Excavation Rates:

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE
1	Trackhoe	HR	180.00
2	Backhoe	HR	125.00
3	Compactor/Roller	HR	125.00
4	Dump Truck	HR	125.00
5	Backhoe with Breaker	HR	150.00
6	Small Dozer	HR	140.00
7	Laborer	HR	60.00
8	Medium Skid Steer Loader	HR	125.00

SECTION 2. The Mayor is hereby authorized to execute a contract with Harper Construction, LLC, for concrete work at the unit prices and hourly rates as accepted in Section 1 above, according to the specifications, bid proposal, and contract documents heretofore approved and incorporated in the bid of December 19, 2023.

SECTION 3. The contract shall be binding upon the City and the Contractor, their partners, successors, assigns, and legal representatives for 2024-2025 calendar years ending December 31, 2025. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer, to execute an additional One-Year Renewal Agreement extending the contract period for the 2026 calendar year ending December 31, 2026, upon the mutual agreement of both parties.

SECTION 4. Expenditures for the City's concrete program shall be charged to the MAP Fund, Account Number 23002217542270.

SECTION 5. 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, January 9, 2024
Recorded by Lindsay Parish, City Clerk, January 9, 2024
\\mo\concrete program 2024-2025

**CITY OF PADUCAH
ENGINEERING DEPARTMENT**

**2024-2025 Concrete Program
Bid Opening: Tuesday, December 19th, 2023 2:00 PM CST**

				Recommend Acceptance	
BIDDERS:				Harper Construction, LLC P.O. Box 7605 Paducah, KY 42002-7605	
CONCRETE REMOVAL AND REPLACEMENT					
ITEM NO	DESCRIPTION	UNIT	Avg 1 YR TOTAL	UNIT BID PRICE	AVG 1-YR TOTAL x UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	3500	\$45.00	\$157,500.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	1750	\$33.00	\$57,750.00
3	Curb & Gutter (New Construction)	L.F.	2000	\$27.00	\$54,000.00
4	Concrete Sidewalk	S.Y.	6000	\$66.00	\$396,000.00
5	Concrete Sidewalk (New Construction)	S.Y.	800	\$55.00	\$44,000.00
6	Concrete Handicap Ramp	S.Y.	250	\$83.00	\$20,750.00
7	Concrete Entrance Pavement - 6"	S.Y.	500	\$90.00	\$45,000.00
8	Concrete Entrance Pavement - 8"	S.Y.	800	\$105.00	\$84,000.00
9	Concrete Entrance Pavement - 6" M Mix	S.Y.	100	\$110.00	\$11,000.00
10	Concrete Entrance Pavement - 8" M-Mix	S.Y.	200	\$120.00	\$24,000.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	1800	\$58.00	\$104,400.00
12	Gutter Replacement - Granite/Concrete Curb in Place	L.F.	100	\$47.00	\$4,700.00
13	Concrete Header Curb - 12"	L.F.	100	\$40.00	\$4,000.00
14	Concrete Header Curb - 18"	L.F.	100	\$41.00	\$4,100.00
15	Non-Reinforced Concrete 8"	S.Y.	250	\$90.00	\$22,500.00
16	Inlet Repair (Existing)	Each	20	\$1,100.00	\$22,000.00
17	Reinforced Concrete New Construction Class A	C.Y.	50	\$1,500.00	\$75,000.00
18	Deep Saw Cut	L.F.	1500	\$8.00	\$12,000.00
19	Perforated Pipe – 4"	L.F.	100	\$18.00	\$1,800.00
20	6X6 WWF 10 gauge wire mesh	S.Y.	250	\$7.00	\$1,750.00
					\$1,146,250.00
EXCAVATION HOURLY RATES					
ITEM NO	DESCRIPTION	UNIT		HOURLY RATE	
1	Trackhoe	Per Hour		\$180.00	
2	Backhoe	Per Hour		\$125.00	
3	Compactor/Roller	Per Hour		\$125.00	
4	Dump Truck	Per Hour		\$125.00	
5	Backhoe with Breaker	Per Hour		\$150.00	
6	Small Dozer	Per Hour		\$140.00	
7	Laborer	Per Hour		\$60.00	
8	Medium Skid Steer Loader	Per Hour		\$125.00	
Concrete Supplier				Southern Concrete	

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR THE 2024-2025 CONCRETE PROGRAM

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and Harper Construction LLC, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2024-2025 CONCRETE PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

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

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2024 calendar year and the 2025 calendar year ending December 31, 2025. Neither the City nor the Contractor 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 one-year term, ending December 31, 2026, upon the mutual agreement of both parties. The City Engineer, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2025.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Concrete Removal and Replacement Work and Excavation Work as quoted in the Bid Proposal by the Contractor dated December 19th, 2023, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

Bid prices shall begin upon the execution of this Agreement. 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. Bids shall include sales tax and all other applicable taxes and fees.

Concrete Removal and Replacement Unit Prices

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	45.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	33.00
3	Curb & Gutter (New Construction)	L.F.	27.00
4	Concrete Sidewalk (Remove & Construct)	S.Y.	66.00
5	Concrete Sidewalk (New Construction)	S.Y.	55.00
6	Concrete Handicap Ramp	S.Y.	83.00
7	Concrete Entrance Pavement – 6" (Residential)	S.Y.	90.00
8	Concrete Entrance Pavement – 8" (Commercial)	S.Y.	105.00
9	Concrete Entrance Pavement – 6" M-Mix	S.Y.	110.00
10	Concrete Entrance Pavement – 8" M-Mix	S.Y.	120.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	58.00
12	Gutter Replacement – Granite/Concrete Curb in Place	L.F.	47.00
13	Concrete Header Curb – 12"	L.F.	40.00
14	Concrete Header Curb – 18"	L.F.	41.00
15	Non-Reinforced Concrete 8"	S.Y.	90.00
16	Inlet Repair (Existing)	Each	1100.00
17	Reinforced Concrete New Construction –Class A	C.Y.	1500.00
18	Deep Saw Cut	L.F.	8.00
19	Perforated Pipe – 4"	L.F.	18.00
20	6X6 WWF 10 Gauge wire mesh	S.Y.	7.00

Excavation Rates:

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE
1	Trackhoe	HR	180.00
2	Backhoe	HR	125.00
3	Compactor/Roller	HR	125.00
4	Dump Truck	HR	125.00
5	Backhoe with Breaker	HR	150.00
6	Small Dozer	HR	140.00
7	Laborer	HR	60.00
8	Medium Skid Steer Loader	HR	125.00

ARTICLE 4. PROGRESS PAYMENTS

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

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6. 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.

CONTRACTOR

BY _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL - 2024-2025 CONCRETE PROGRAM

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

In compliance with your invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the City of Paducah's 2024-2025 Concrete Program in accordance with the specifications and other contract documents prepared by the City Engineering 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.

Bid 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. Bids shall include sales tax and all other applicable taxes and fees.

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.

If Notice of Award 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 bonds within ten (10) days after the Contract is presented for signature.

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed. The contract time period will be a two (2) calendar-year contract with a one-year renewal option as further defined within the specifications.

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.

**City of Paducah, Kentucky
Engineering Department**

2024-2025 Concrete Contract

ADDENDUM NO. 1

This document is an Amendment of Specifications for the 2024-2025 Concrete Program and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications, this Addendum shall govern.

During the mandatory Pre-Bid Meeting, held at 2:00 PM, December 7, 2023, and while reviewing Bid Specifications, the decision was made to add a line item, #20. The description of this additional line item is 6X6 WWF 10ga wire mesh and shall only be used as instructed by the City Engineer or designated representative.

Please review the revised Bid Proposal, specifically page 2 of 4. This addendum will become an official record of the Concrete Contract Bid Documents and specifications.

City of Paducah


Rick Murphy, P.E.
City Engineer

Date: 12/15/23

CONFIRMATION

BIDDERS shall acknowledge receipt of this Addendum by signing below and returning to this office via email to btopper@paducahky.gov

BIDDER: Harper Construction, LLC

BY: Joe Edwards

DATE: 12/15/23

TITLE: President

BID PROPOSAL:

CONCRETE REMOVAL AND REPLACEMENT

ITEM NO	DESCRIPTION	EST. 1-YR TOTAL**	UNIT	UNIT BID PRICE	EST. 1-YR TOTAL x UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	3500	L.F.	\$ 45.00	\$ 157,500.00
2	Curb & Gutter (Adjacent to Roadside Edge)	1750	L.F.	\$ 33.00	\$ 57,750.00
3	Curb & Gutter (New Construction)	2000	L.F.	\$ 27.00	\$ 54,000.00
4	Concrete Sidewalk (Remove & Construct)	6,000	S.Y.	\$ 66.00	\$ 396,000.00
5	Concrete Sidewalk (New Construction)	800	S.Y.	\$ 55.00	\$ 44,000.00
6	Concrete Handicap Ramp	250	S.Y.	\$ 83.00	\$ 20,750.00
7	Concrete Entrance Pavement – 6" (Residential)	500	S.Y.	\$ 90.00	\$ 45,000.00
8	Concrete Entrance Pavement – 8" (Commercial)	800	S.Y.	\$ 105.00	\$ 84,000.00
9	Concrete Entrance Pavement – 6" M-Mix	100	S.Y.	\$ 110.00	\$ 11,000.00
10	Concrete Entrance Pavement – 8" M-Mix	200	S.Y.	\$ 120.00	\$ 24,000.00
11	Granite Curb Reset with new Concrete Gutter	1,800	L.F.	\$ 58.00	\$ 104,400.00
12	Gutter Replacement – Granite/Concrete Curb in Place	100	L.F.	\$ 47.00	\$ 4,700.00
13	Concrete Header Curb – 12"	100	L.F.	\$ 40.00	\$ 4,000.00
14	Concrete Header Curb – 18"	100	L.F.	\$ 41.00	\$ 4,100.00
15	Non-Reinforced Concrete 8"	250	S.Y.	\$ 90.00	\$ 22,500.00
16	Inlet Repair (Existing)	20	Each	\$ 1,100.00	\$ 22,000.00
17	Reinforced Concrete New Construction – Class A	50	C.Y.	\$ 1,500.00	\$ 75,000.00
18	Deep Saw Cut	1500	L.F.	\$ 8.00	\$ 12,000.00
19	Perforated Pipe – 4"	100	L.F.	\$ 18.00	\$ 1,800.00
20	6X6 WWF 10 gauge wire mesh	250	S.Y.	\$ 7.00	\$ 1,750.00

TOTAL MULTIPLIED AMOUNT: \$ 1,146,250.00

**** NOTE:**

The use of the "Estimated 1-Year Total" (average of the total quantities from calendar years 2021 - 2023) and the Total Multiplied Amount is to assist in determination of the "Lowest Bid Price" ONLY. Reasonable Excavation Hourly Prices will also be considered.

The Successful Bidders Unit Bid Prices for Concrete Removal and Replacement and the Excavation Hourly Rates will be utilized for the Contract Prices. Bidder understands that the City will not guarantee any quantity of work nor, a total Contract amount.

EXCAVATION PROPOSAL

The undersigned agrees to perform all necessary work associated with excavation in accordance with the Specifications at the hourly rates shown below:

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Trackhoe	HR	\$ 180.00
2	Backhoe	HR	\$ 125.00
3	Compactor/Roller	HR	\$ 125.00
4	Dump Truck	HR	\$ 125.00
5	Backhoe with Breaker	HR	\$ 150.00
6	Small Dozer	HR	\$ 140.00
7	Laborer	HR	\$ 60.00
8	Medium Skid Steer Loader	HR	\$ 125.00

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No. 1 Dated 12/15/23
Addendum No. Dated

ATTACHMENTS REQUIRED:

1. Bid Bond in the amount of \$5,000.
2. Bidder's Required Certifications Affidavit Signed and Notarized.
3. All additional information as required within the Technical Specifications.

CONCRETE SUPPLIER:

Name of Concrete Supplier Southern Concrete, Inc.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.385, 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. Additionally, the Bidder has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be performed.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Harper Construction, LLC

BY: Joe Edwards DATE: 12/18/23

TITLE: President

ADDRESS: 4020 Cairo Road

Paducah, KY 42001

PHONE: 270-538-7500 FAX: 270-538-7517

CELL PHONE: 270-556-1125 E-MAIL: jedwards@harperc.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

KENTUCKY STATE REGISTRATION NUMBER: 03217

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 4733

RESOLUTION

A RESOLUTION SUPPORTING THE MURRAY STATE UNIVERSITY HUTSON SCHOOL
OF AGRICULTURE IN THE EFFORTS TO CREATE A SCHOOL OF VETERINARY
MEDICINE

WHEREAS, the City of Paducah elected officials agree that the Region has a duty to help fulfill the needs of rural veterinarians; and

WHEREAS, the City of Paducah desires to provide support for Murray State University to pursue local, state, and federal funding to fulfill the need of rural veterinarians and support Murray State University's efforts to create and house a Veterinary School at Murray State.

NOW THEREFORE BE IT RESOLVED, that the City of Paducah hereby partners with Murray State in obtaining funding for the needed workforce and wishes to enter into said resolution voicing support for Murray State University.

This Resolution shall be in full force and effect from and after its adoption.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 9, 2023

Recorded by Lindsay Parish, January 9, 2023

\\resoln\MSU Veterinary School – Hutson School of Agriculture

Agenda Action Form

Paducah City Commission

Meeting Date: January 9, 2024

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

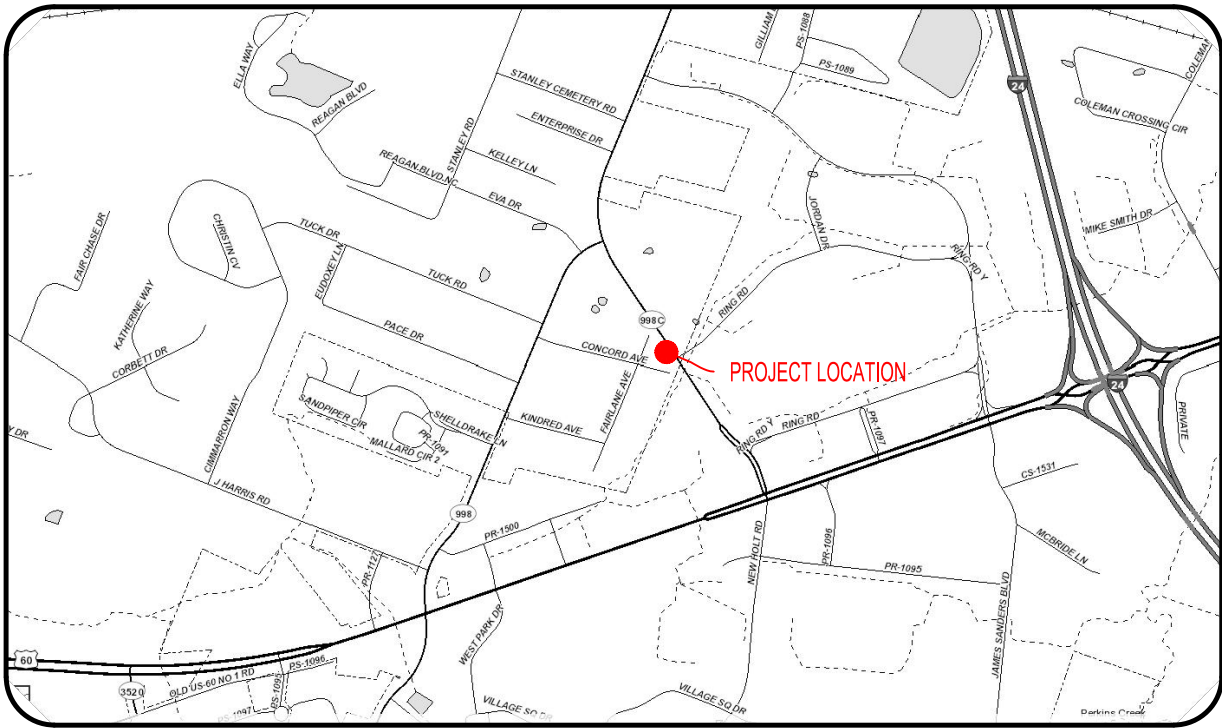
I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

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

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

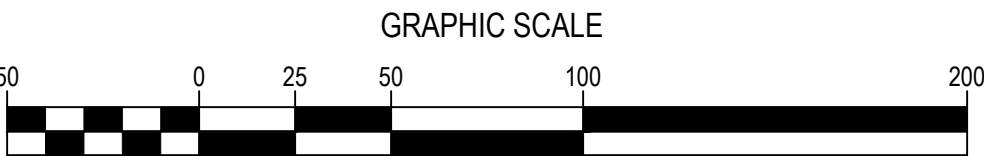
- ☐ Preliminary Drawing
☒ Final Drawing

Requested By:

**CITY OF PADUCAH,
KENTUCKY**

** LEGEND **

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



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'

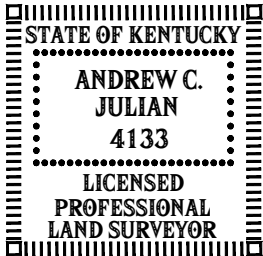
SURVEYOR'S CERTIFICATION

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





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.

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.

Agenda Action Form

Paducah City Commission

Meeting Date: January 9, 2024

Short Title: Joint Sewer Agency Easement - **S. KYLE /J. HODGES**

Category: Ordinance

Staff Work By:
Presentation By: Steve
Kyle, Jon Hodges

Background Information: The Paducah McCracken Joint Sewer Agency (JSA), formed July 1, 1999, currently manages the publicly owned sanitary sewer network for McCracken County and the City of Paducah. The system includes three wastewater treatment plants, 6,400 manholes, 75 sanitary sewer lift stations within the collection system, 58 miles of sanitary sewer force main and over 385 miles of gravity sanitary sewer main, of which at least 41 miles are combined storm and sanitary sewers. The former City of Paducah system includes 11 permitted Combined Sewer Overflows (CSOs). In September of 2007, the JSA entered into an Agreed Order (Civil Action No. 07-CI-1252) with the Kentucky Division of Enforcement, addressing Kentucky Division of Water (KDOW) concerns related to CSO remediation and removal of Sanitary Sewer Overflows (SSOs). The JSA submitted and received approval in 2016 of a required Long Term Control Plan (LTCP) which proposed approximately \$100 million of projects related to CSO remediation spread over a 22 year schedule, the longest period acceptable by DOW and the Environmental Protection Agency (EPA). The JSA has been actively working these projects, in addition to projects related to the mitigation of SSOs, since 2010. Currently, the JSA is pursuing a project near the Paducah Wastewater Treatment Plant to pump, screen and disinfect (disinfection is a separate project due for completion in 2031) of approximately 80 million gallons per day (MGD) of wet weather flow.

In order to construct the project, an easement is required from property owned by the City of Paducah (Fire Training Center). The easement is necessary to connect the treatment chain from a previously constructed diversion and pumping station, through the floodwall, and reconnecting to the existing effluent piping. The permanent easement required is approximately 20,957 square feet (0.481 acres). The easement document, associated easement exhibit, and a drawing showing the easement location are included.

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: Grant JSA Approval

Attachments:

1. ORD - Sanitary Sewer Easement Joint Sewer Agency JSA – Seventh and Flournoy Street 2023
2. Easement Map
3. 23468 - easement signed 7-18-2023
4. JSA - City easement

ORDINANCE NO. 2024-_____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED NORTH OF SEVENTH STREET (UNDEVELOPED) AND WEST OF FLOURNOY STREET (UNDEVELOPED) OWNED BY THE CITY OF PADUCAH IN ORDER TO CONNECT THE TREATMENT CHAIN FROM A PREVIOUSLY CONSTRUCTED DIVERSION AND PUMPING STATION THROUGH THE FLOODWALL AND RECONNECTING TO THE EXISTING EFFLUENT PIPING.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Sanitary Sewer Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency, as attached hereto and made part hereof, Exhibit 1, for and in consideration of One dollar and no/100 (\$1.00) for an area located north of Seventh Street (undeveloped) and west of Flournoy Street (undeveloped), and being more particularly described as follows:

SANITARY SEWER EASEMENT

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as: Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped); Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38"W a distance of 200.08 ft. to a point; Thence leaving the above said right-of-way, N31°53'20"E a distance of 111.94 ft. to a point; Thence, S58°06'40"E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped); Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25"W a distance of 98.04 ft. to the point of beginning.

The above described Easement contains 0.481 acres.

This easement is more particularly shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated June 22, 1982, as recorded in Deed Book 646, Page 626, in the McCracken County Clerk's Office.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, December 12, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Sanitary Sewer Easement Joint Sewer Agency JSA – Seventh and Flournoy Street 2023

Exhibit A

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2023, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called “Grantor(s)” (whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2023, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCracken COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called “Grantee”;

W I T N E S S E T H :

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

SANITARY SEWER EASEMENT

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped); Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38”W a distance of 200.08 ft. to a point; Thence leaving the above said right-of-way, N31°53'20”E a distance of 111.94 ft. to a point; Thence, S58°06'40”E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped); Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25”W a distance of 98.04 ft. to the point of beginning.

The above described Easement contains 0.481 acres.

This easement is more particularly shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated June 22, 1982, as recorded in Deed Book 646, Page 626, in the McCracken County Clerk's Office.

The grant of this easement is subject to existing easements for roads and other utilities. Grantee shall, at its expense, repair all damage and surface damage to Grantor(s)' property occasioned by the construction of the sanitary sewer lines, mains, drains, and appurtenances, and by its use of the easement areas and occurring within one year of completion of installation of the sanitary sewer referred to herein, including, but not limited to grading, filling, compacting, leveling, sodding, and seeding as may be reasonably required to mitigate erosion as mutually agreed upon by both Grantor and Grantee.

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

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

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

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCracken County
Joint Sewer Agency

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

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

My Commission expires:_____.

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

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

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

My Commission expires:_____.

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

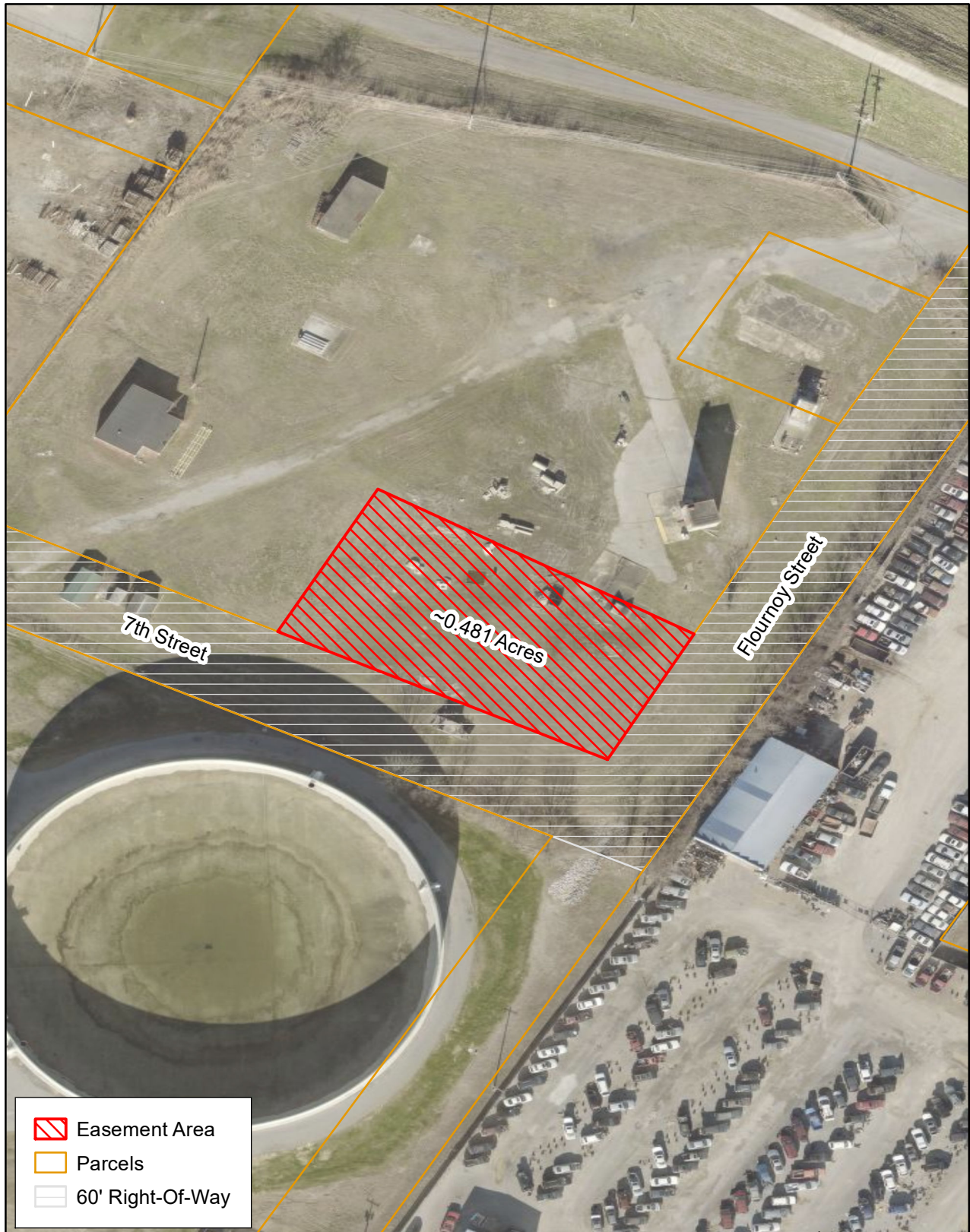
Notary Public, State at Large

Notary ID# _____

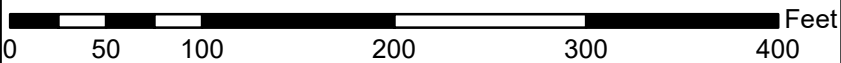
This instrument was prepared by:

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

EXHIBIT “A” - DRAWING



Easement Exhibit for JSA
7th St. & Flournoy St.
Paducah, KY 42001



Date: 07/18/2023

Aerial: KYMCCK23 (KYMCCCK005)_OM
(2023 EagleView Mosaic)

Projected Coordinate System:
NAD 1983 StatePlane KY South FIPS 1602 Ft



BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

500 SOUTH 17TH STREET | PADUCAH, KY 42003

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped);

Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38"W a distance of 200.08 ft. to a point;

Thence leaving the above said right-of-way, N31°53'20"E a distance of 111.94 ft. to a point;

Thence, S58°06'40"E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped);

Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25"W a distance of 98.04 ft. to the point of beginning.

The above described Easement contains 0.481 acres.

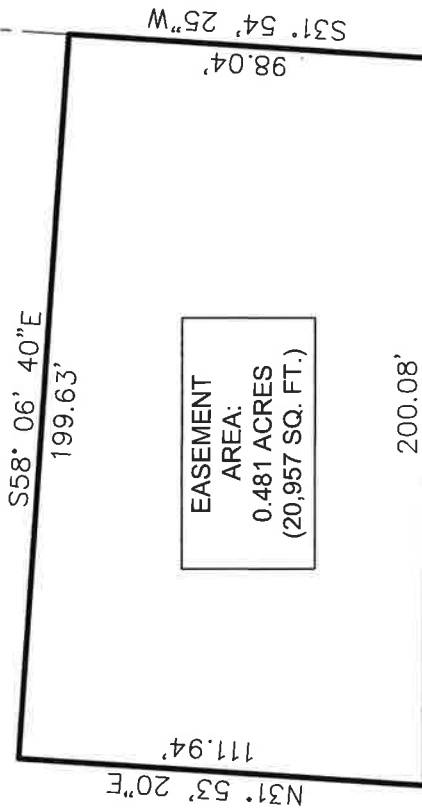
The above described Easement is across City of Paducah property (recorded in Deed Book 646, Page 626).





CITY OF PADUCAH
DEED BOOK 646, PAGE 626

FLOURNOY STREET
(UNDEVELOPED)
(60' RIGHT-OF-WAY)



7TH STREET (UNDEVELOPED)
(60' RIGHT-OF-WAY)

STATE OF KENTUCKY
JUL 18 2023
3445
K. J. Wood

PROFESSIONAL
LAND SURVEYOR

July 18, 2023

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

500 SOUTH 17th STREET
PADUCAH, KY 40301
PHONE: 270.443.1895

403 N. COURT STREET
PADUCAH, KY 40301
PHONE: 618.997.9190

1215 DUGGID DRIVE
PADUCAH, KY 40301
PHONE: 270.553.7307

866 DOUBLE BRIDGE RD.
LEWISBURG, TN 37091
PHONE: 615.359.4882

907 ARROW RD. SUITE 2
CHAMPAIGN, IL 61821
PHONE: 217.530.4283

www.bfmw.com

COPYRIGHT © 2017 - BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

PROJECT NO.	23468
DATE	7/18/2023
DRAWN BY:	KNM
SCALE:	1"=50'

EASEMENT EXHIBIT
EASEMENT FOR JSA 7th ST. & FLOURNOY ST. PADUCAH, KENTUCKY

SHEET
EX 1.0

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2023, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called “Grantor(s)” (whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2023, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called “Grantee”;

W I T N E S S E T H :

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

SANITARY SEWER EASEMENT

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped); Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38”W a distance of 200.08 ft. to a point; Thence leaving the above said right-of-way, N31°53'20”E a distance of 111.94 ft. to a point; Thence, S58°06'40”E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped); Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25”W a distance of 98.04 ft. to the point of beginning.

The above described Easement contains 0.481 acres.

This easement is more particularly shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated June 22, 1982, as recorded in Deed Book 646, Page 626, in the McCracken County Clerk’s Office.

The grant of this easement is subject to existing easements for roads and other utilities. Grantee shall, at its expense, repair all damage and surface damage to Grantor(s)' property occasioned by the construction of the sanitary sewer lines, mains, drains, and appurtenances, and by its use of the easement areas and occurring within one year of completion of installation of the sanitary sewer referred to herein, including, but not limited to grading, filling, compacting, leveling, sodding, and seeding as may be reasonably required to mitigate erosion as mutually agreed upon by both Grantor and Grantee.

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

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

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

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCRACKEN COUNTY
JOINT SEWER AGENCY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

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

My Commission expires:_____.

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

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

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

My Commission expires:_____.

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

Notary Public, State at Large
Notary ID# _____

This instrument was prepared by:

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

Agenda Action Form

Paducah City Commission

Meeting Date: January 9, 2024

Short Title: Acceptance of Woodland Property on Pines, LLC Subdivision - **M. TOWNSEND**

Category: Ordinance

Staff Work By: Melanie
Townsend, Josh Sommer
Presentation By: Melanie
Townsend

Background Information: The final plat of subdivision, the subdivision roadway plans, and the stormwater management plan submitted for the Woodland Property on Pines, LLC Subdivision have been reviewed and approved, as noted by a letter dated August 1, 2023, by the Engineering Department. The aforementioned letter was mailed to the engineer of record and owner on August 1, 2023. On September 7, 2023, the Paducah Planning Commission adopted a Resolution approving the final plat of the Woodland Property on Pines, LLC Subdivision. The City Engineer required \$350,000 to be submitted as surety for completing the public improvements. On December 29, 2023, Woodland Property on Pines, LLC, provided an Irrevocable Letter of Credit #402 issued by FNB Bank, Inc. for \$350,000 for completion of the subdivision public improvements pursuant to City of Paducah Ordinances.

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 Mayor to execute the Final Plat of Subdivision for the Woodland Property on Pines, LLC Subdivision, to accept the Irrevocable Letter of Credit as surety for completion of the public improvements for \$350,000 and to accept the dedication of the public right of way and easements as shown on said Final Plat

Attachments:

1. ORD subd- Woodland Property on Pines, LLC, 3315 Pines Road
2. Woodland Properties on Pine_Planning Resolution_9.7.23
3. Final Subdivision Plat
4. Woodland Properties_LOC_350000_12.29.23
5. Subdivision Plans Review Letter - Woodland Properties on Pines

ORDINANCE NO. 2024-_____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3315 PINES ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE FINAL PLAT OF SUBDIVISION FOR THE WOODLAND PROPERTY ON PINES, LLC, ACCEPTING THE IRREVOCABLE LETTER OF CREDIT IN AN AMOUNT OF \$350,000 AS SURETY FOR COMPLETION OF THE PUBLIC IMPROVEMENTS, ACCEPTING THE DEDICATION OF THE PUBLIC RIGHT OF WAY AND EASEMENTS AS SHOWN ON SAID FINAL PLAT, AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT

WHEREAS, the Paducah Planning Commission held a public hearing on March 6, 2023, and adopted a preliminary subdivision plan for property located at 3315 Pines Road; and

WHEREAS, by Resolution dated September 7, 2023, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an Ordinance approving the revised final plat of subdivision of property of Woodland Property on Pines, LLC, Subdivision; and

WHEREAS, the City Engineer has received and approved an Irrevocable Letter of Credit in the amount of Three Hundred Fifty (\$350,000) Thousand Dollars, for surety as to the completion of public improvements, in accordance with the proposed subdivision plan and the City's specifications.

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

SECTION 1. That a resolution adopted by the Paducah Planning Commission on September 7, 2023, entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3315 PINES ROAD", be approved as the final report of said Commission respecting the matters set forth therein.

SECTION 2. That the subdivision of said property shall be, and it is hereby, approved as shown on the plat referred to in said subdivision, which plat is entitled, "Final

Subdivision Plat Woodland Property on Pines, LLC, 3315 Pines Road, Paducah, McCracken Co., KY”, and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. That the City hereby accepts Irrevocable Letter of Credit No. 402 in the amount of \$350,000 for surety of the completion of the street, curbs, gutters, stormwater management and right-of-way in the development that meets the minimum standards required by the City of Paducah Engineering Department pursuant to the City of Paducah Code of Ordinances.

SECTION 4. That the dedication of the public right-of-way and public utility easements shown on said plat shall be, and they are hereby, accepted and shall be maintained by the City of Paducah, but such acceptance shall not constitute an undertaking on the part of this Board or the City of Paducah, Kentucky, for the construction or improvements of said right-of-way. The Mayor is hereby authorized to subscribe a certificate of approval on the plat.

SECTION 5. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. This ordinance shall have two separate readings 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, January 9, 2024

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\plan\subd- Woodland Property on Pines, LLC, 3315 Pines Road

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION OF PROPERTY LOCATED AT 3315 PINES ROAD.

WHEREAS, a public hearing was held on the preliminary plat on March 6, 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, a final plat of said subdivision has been submitted to the Paducah Planning Commission.

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

SECTION 1. That this Commission approves said final plat and the subdivision reflected thereon.

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. A fence shall be constructed along the property lines of all properties adjoining River Oaks Subdivision.

SECTION 4. 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.



David Morrison, Vice-Chairman

Adopted by the Paducah Planning Commission on September 7, 2023

LEGEND

EXISTING PROPERTY CORNER (AS NOTED)
EXISTING CONCRETE R.O.W. MONUMENT
1/2" x 24" IRON PIN WITH PLASTIC CAP #3861 (SET AT TIME OF SURVEY)
6" x 24" CONCRETE MONUMENT WITH CAP #3861 (SET AT TIME OF SURVEY)
NO CORNER SET
PROPERTY LINE
ADJOINING PROPERTY LINE
CENTERLINE
EASEMENT LINE
BUILDING SETBACK LINE
MINIMUM BUILDING SETBACK LINE
RIGHT OF WAY
PUBLIC UTILITY EASEMENT

M.B.S.L.
R.O.W.
P.U.E.

INTENT

THE INTENT OF THIS FINAL SUBDIVISION PLAT IS TO:

1. ESTABLISH RESIDENTIAL LOTS 1-16 OUT OF THE WOODLAND PROPERTIES ON PINES, LLC RECORDED IN DEED BOOK 1466, PAGE 715 AND SHOWN ON PLAT SECTION "M", PAGE 1212.
2. DEDICATE VIOLET COURT AND AN ADDITION TO RUCKER AVENUE TO THE CITY OF PADUCAH AS PUBLIC RIGHT-OF-WAY.
3. DEDICATE A 15 FOOT PUBLIC UTILITY EASEMENT ALONG BOTH SIDES OF VIOLET COURT AND RUCKER AVENUE RIGHT-OF-WAY FOR UTILITIES.
4. ESTABLISH TRACT A (8.21 ACRES) FOR FUTURE DEVELOPMENT.
5. ESTABLISH TRACT B (0.36 ACRES) FOR STORMWATER DETENTION.
6. ESTABLISH TRACT C (0.13 ACRES) FOR LANDSCAPING AND SIGNAGE.

TITLE OPINION:

THIS PLAT HAS BEEN PRODUCED 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 PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

PERPETUAL EASEMENT NOTE:

A 15 FOOT PUBLIC UTILITY EASEMENT IS DEDICATED ALONG BOTH SIDES OF THE RIGHT-OF-WAY TO VIOLET COURT AND RUCKER AVENUE. THESE EASEMENTS ARE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC UTILITY COMPANIES SERVING THE SUBDIVISION. ALL PUBLIC UTILITIES ARE TO BE CONSTRUCTED UNDERGROUND WITHIN THE PUBLIC UTILITY EASEMENTS AS PROVIDED.

NOTES:

SIDEWALKS ARE TO BE CONSTRUCTED ALONG BOTH SIDES OF VIOLET COURT WITH THE EXCEPTION OF THE CUL-DE-SAC AS REQUESTED BY THE CITY OF PADUCAH PLANNING AND ENGINEERING DEPARTMENTS. ADA RAMPS SHALL BE CONSTRUCTED AS DIRECTED BY THE CITY ENGINEER'S OFFICE.

TRACT "B" (STORMWATER DETENTION) AND TRACT "C" (LANDSCAPE AND SIGNAGE AREA) ARE TO BE PRIVATELY MAINTAINED BY THE OWNERS AND DEVELOPERS AND/OR THEIR SUCCESSORS AND ASSIGNS.

TOTAL AREA SUBDIVIDED
14.04 ACRES.

SECTION 1 TOTAL AREA
5.83 ACRES

WILLOW OAKS BELLA VISTA, LLC
D.B. 1380, PG. 165

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	21.54'	S60°59'32"W	L7	36.99'	S65°41'31"W	L14	26.41'	S52°11'48"W	L21	13.81'	S17°48'42"E	L27	28.83'	S14°53'59"W
L2	31.64'	S27°06'34"E	L8	25.65'	S10°51'47"W	L16	18.91'	S9°02'24"W	L22	24.51'	S58°28'21"E	L28	15.94'	S8°07'17"E
L3	20.44'	S52°59'54"W	L9	16.00'	S20°41'58"E	L17	36.77'	S24°41'29"E	L23	18.99'	S47°31'45"E	L29	31.90'	S66°19'37"W
L4	20.44'	S52°59'54"W	L10	28.72'	S36°20'57"W	L18	25.57'	S47°02'11"E	L24	27.37'	S0°00'00"E	L30	36.56'	N79°57'03"W
L5	31.18'	S36°37'07"E	L11	40.64'	N8°13'25"W	L19	21.67'	S81°32'23"W	L25	28.00'	S62°08'54"W	L31	35.72'	S4°20'37"W
L6	33.78'	S38°07'48"W	L12	35.94'	S3°31'31"E	L20	51.86'	S43°59'04"E	L26	17.57'	S1°52'30"E			

SURVEYOR'S CERTIFICATE

TO: WOODLAND PROPERTIES ON PINES, LLC
4379 COUNTY ROAD 1024
CUNNINGHAM, KY 42035

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIGHTS/HOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1: BEFORE ADJUSTMENT OF THE ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREIN INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY. THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY COMPLETION _____

DATE OF SIGNATURE _____

KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

CERTIFICATE OF OWNERSHIP

"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 SUBMIT THE PROPERTY AND TO DEDICATE RIGHT-OF-WAYS AND ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON"

WOODLAND PROPERTIES ON PINES, LLC - SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, GEORGE BRAY, 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 _____

ADOPTED AT A MEETING HELD ON _____

MAYOR, CITY OF PADUCAH

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 _____

CHAIRMAN _____

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

_____, CLERK FOR THE COUNTY AND STATE, AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOADED 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 _____, 20____

BY _____ D.C. _____ CLERK

AND RECORDED IN PLAT SECTION _____ PAGE _____

McCRACKEN COUNTY COURT CLERK _____ DEPUTY COURT CLERK _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 2023.

STORMWATER DETENTION

"I (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."

WOODLAND PROPERTIES ON PINES, LLC _____ DATE _____

UNDERGROUND ELECTRICAL SERVICES & DISTRIBUTION RESTRICTION

ALL ELECTRICAL SERVICE AND DISTRIBUTION LINES SHALL BE INSTALLED UNDERGROUND AND THE GRADE OR ELEVATION OF THE LAND OVER WHICH THE FACILITIES ARE INSTALLED SHALL NOT BE LOWERED WITHOUT THE WRITTEN CONSENT OF PADUCAH POWER SYSTEM. ADDITIONALLY, THE COSTS OF REPAIR OR RELOCATION OF THE ELECTRICAL FACILITIES RESULTING FROM ANY CHANGES IN THE GRADE OR ELEVATION OF THE LAND SHALL BE BORNE BY THE PROPERTY OWNER(S). PADUCAH POWER SYSTEM SHALL BACKFILL EXCAVATED AREAS NECESSARY TO INSTALL THE ELECTRICAL FACILITIES UPON COMPLETION OF THE CONSTRUCTION AND, IN THE EVENT OF FURTHER SETTLING OF THOSE AREAS, IT SHALL BECOME THE RESPONSIBILITY OF THE PROPERTY OWNER TO ADD ADDITIONAL FILL MATERIAL AS NEEDED AND PADUCAH POWER SYSTEM SHALL NOT BE HELD LIABLE AS A RESULT OF FURTHER SETTLING OF THE GROUND.

GENERAL NOTES

OWNER & CLIENT:
WOODLAND PROPERTIES ON PINES, LLC
4379 COUNTY ROAD 1024
CUNNINGHAM, KENTUCKY 42035

SOURCE OF TITLE:
DEED BOOK 1466, PAGE 715
PLAT SECTION "M", PAGE 1212

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED "R-3", (MEDIUM DENSITY RESIDENTIAL) BY THE CITY OF PADUCAH ZONING ORDINANCE.

ZONING REQUIREMENTS:
SINGLE-FAMILY DWELLINGS:
A. MINIMUM GROUND-FLOOR AREA: NO BUILDING SHALL BE ERRECTED FOR RESIDENTIAL PURPOSES HAVING A GROUND FLOOR AREA OF LESS THAN EIGHT HUNDRED SQUARE FEET, EXCLUSIVE OF PORCHES, BREEZEWAYS, TERRACES, GARAGES, AND EXTERIOR AND SECONDARY STAIRWAYS.
B. MINIMUM YARD SETBACK:
1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET
C. MINIMUM LOT AREA: 8,000 SF
D. MINIMUM LOT WIDTH: 50 FEET
E. MAXIMUM BUILDING HEIGHT: 35 FEET
TWO-FAMILY DWELLINGS:
A. MINIMUM YARD SETBACK:
1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET
B. MINIMUM LOT AREA: 4,000 SF PER UNIT
C. MINIMUM LOT WIDTH: 50 FEET PER STRUCTURE
D. MAXIMUM BUILDING HEIGHT: 35 FEET
MULTI-FAMILY DWELLINGS:
A. MINIMUM YARD SETBACK:
1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET
B. MINIMUM LOT AREA: 3,000 SF PER UNIT
C. MINIMUM LOT WIDTH: 60 FEET
D. MAXIMUM BUILDING HEIGHT: NONE

FLOOD NOTE:
FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR McCRACKEN COUNTY - MAP NO. 21145C0134F DATED 11/02/2011.

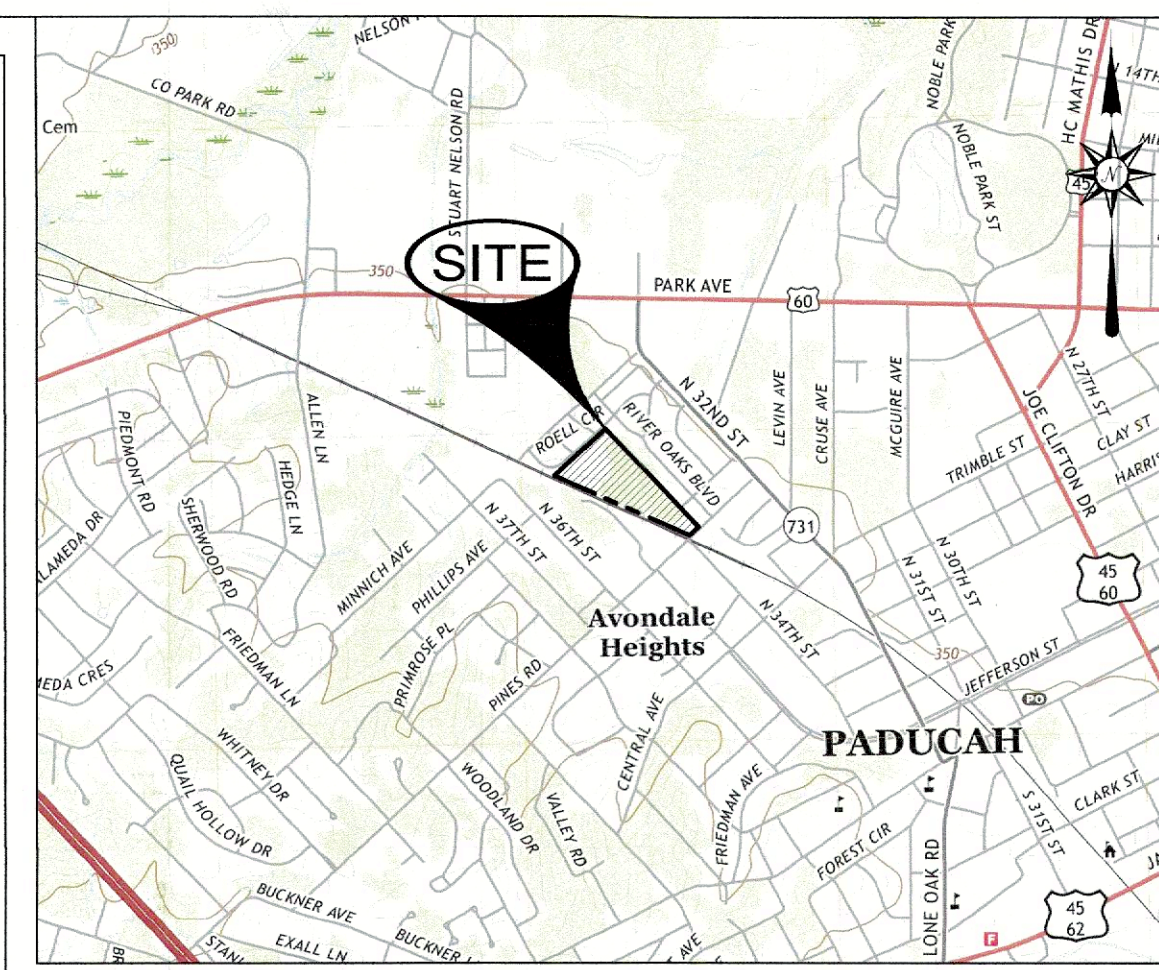
SANITARY SEWER & PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH McCRACKEN COUNTY JOINT SEWER AGENCY.
SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.
THE DEVELOPER WILL BE RESPONSIBLE FOR EXTENDING THE ASSOCIATED MAIN & PROVIDE SERVICE LATERALS FOR EACH INDIVIDUAL LOT IN COMPLIANCE WITH THE ASSOCIATED UTILITY COMPANY.

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

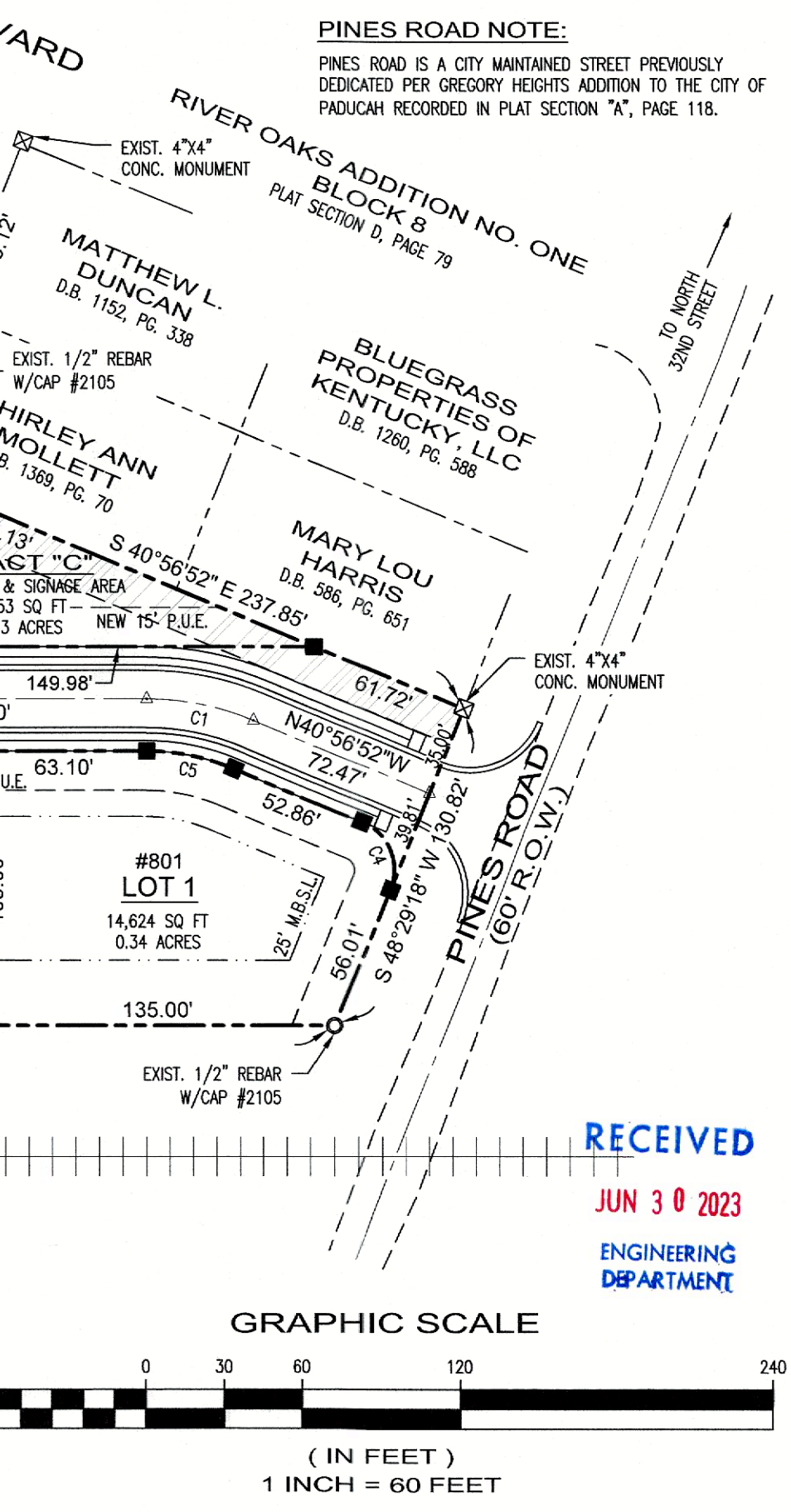
CERTIFICATE OF APPROVAL OF STREETS

A FORM OF SECURITY IN THE AMOUNT OF \$ **350,000** HAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLIANCE OF ALL REQUIRED SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS & SPECIFICATIONS.

CITY ENGINEER-PUBLIC WORKS DIRECTOR _____ DATE _____



CURVE	ARC LENGTH	RADIUS	Δ	CHD LENGTH	CHD BEARING
C1	42.27'	106.65'	22°42'38"	42.00'	N52°18'11"W
C2	91.00'	230.10'	22°39'32"	90.41'	N52°19'44"W
C3	172.45'	250.00'	39°31'18"	169.05'	N67°45'37"W
C4	31.22'	20.00'	89°26'10"	28.14'	N03°46'13"E
C5	34.35'	88.65'	22°42'38"	34.12'	N52°18'11"W
C6	48.66'	250.10'	11°08'52"	48.58'	N58°05'04"W
C7	50.25'	250.10'	11°30'40"	50.16'	N46°45'18"W
C8	22.70'	20.00'	65°02'01"	21.50'	N73°30'58"W
C9	23.95'	20.00'	68°36'19"	22.54'	S35°47'39"W
C10	50.28'	40.00'	72°01'05"	47.03'	S37°30'02"W
C11	47.61'	40.00'	68°11'57"	44.85'	N72°23'27"W
C12	33.75'	40.00'	48°20'27"	32.76'	N14°07'16"W
C13	60.34'	40.00'	86°26'05"	54.78'	N53°16'00"E
C14	23.92'	20.00'	68°32'11"	22.52'	N62°12'58"E
C15	23.16'	20.00'	66°20'11"	21.88'	N09°13'49"W
C16	148.40'	230.00'	36°58'09"	145.84'	N60°52'59"W
C17	82.08'	270.00'	17°25'07"	81.77'	S68°00'25"E
C18	83.46'	270.00'	17°42'38"	83.13'	S50°26'32"E
C19	2.77'	270.00'	0°35'16"	2.77'	S41°17'36"E
C20	83.09'	210.10'	22°39'32"	82.55'	S52°19'44"E
C21	31.42'	20.00'	90°00'00"	28.28'	N71°20'30"E
C22	59.50'	153.85'	22°09'30"	59.13'	N37°25'15"E
C23	49.61'	128.85'	22°03'41"	49.31'	N37°22'20"E
C24	39.72'	103.85'	21°55'03"	39.48'	N37°18'02"E
C25	31.42'	20.00'	90°00'00"	28.28'	N18°39'30"W



FINAL SUBDIVISION PLAT

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

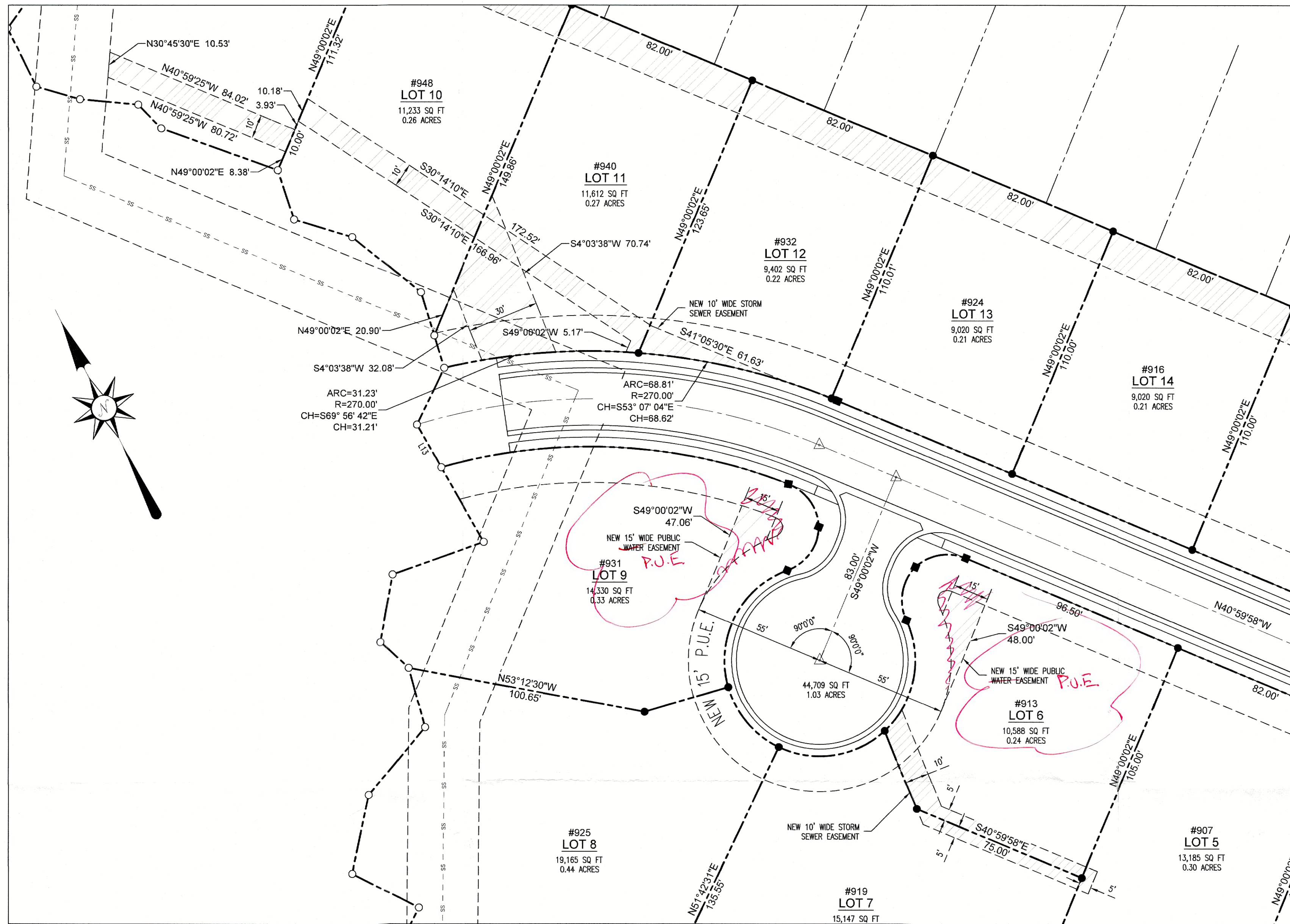
WOODLAND PROPERTIES ON PINES, LLC (SECTION 1)

PINES ROAD & ROELL CIRCLE (PRIVATE)

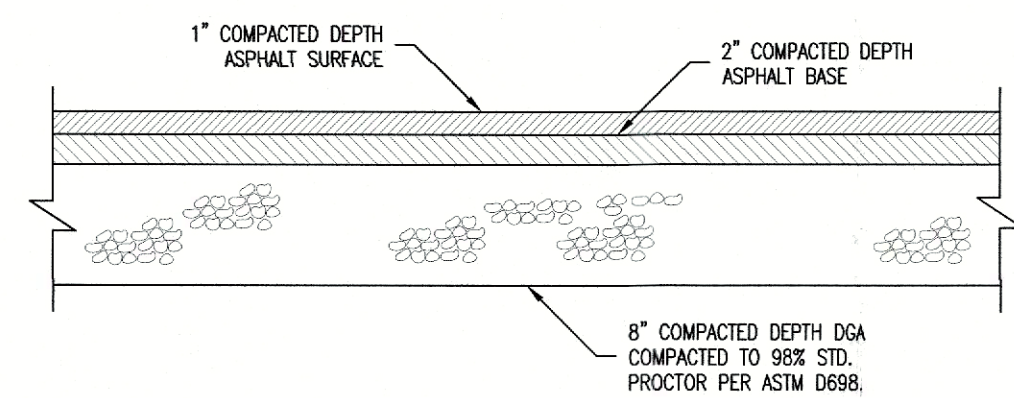
PADUCAH, KENTUCKY

PROJECT NO.: 22047
DATE: JUNE 6, 2023
DRAWN BY: MM
CHECKED BY: SOC
REV. DESCRIPTION

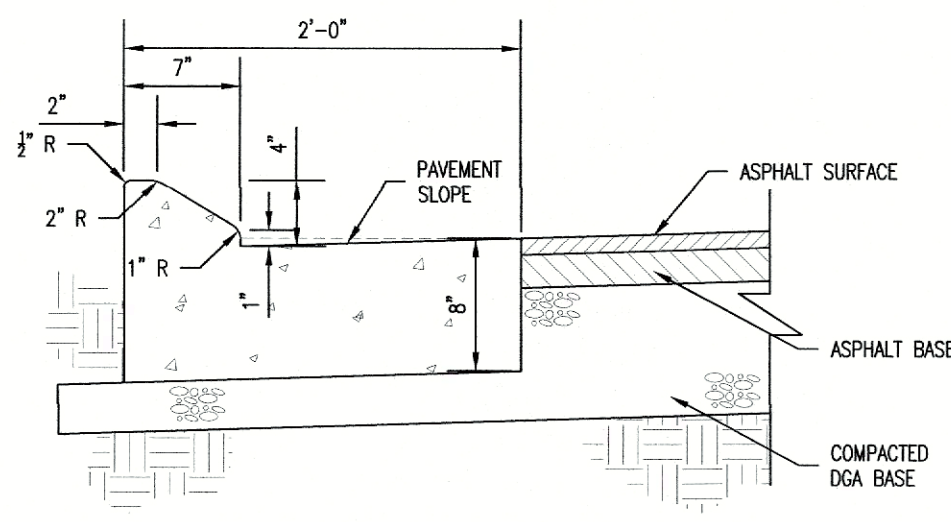
SHEET 1 OF 2



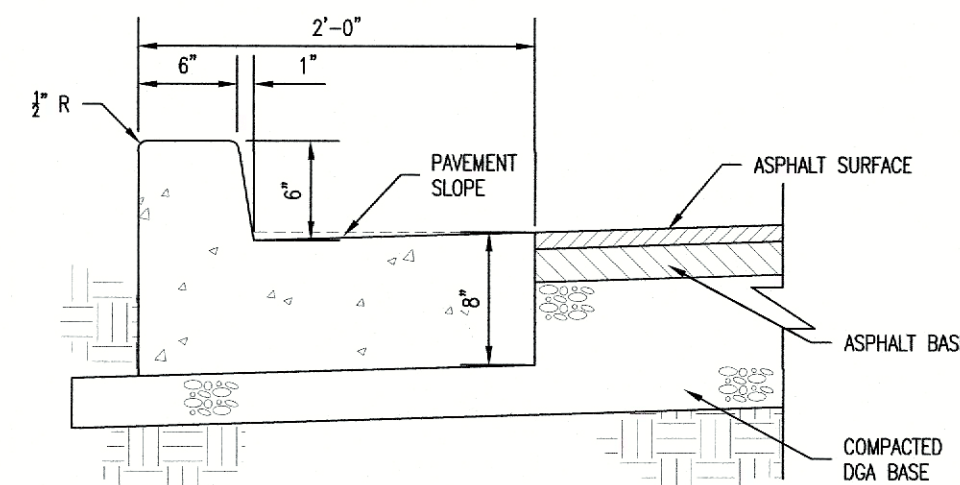
EASEMENT DETAIL
SCALE 1" = 20'



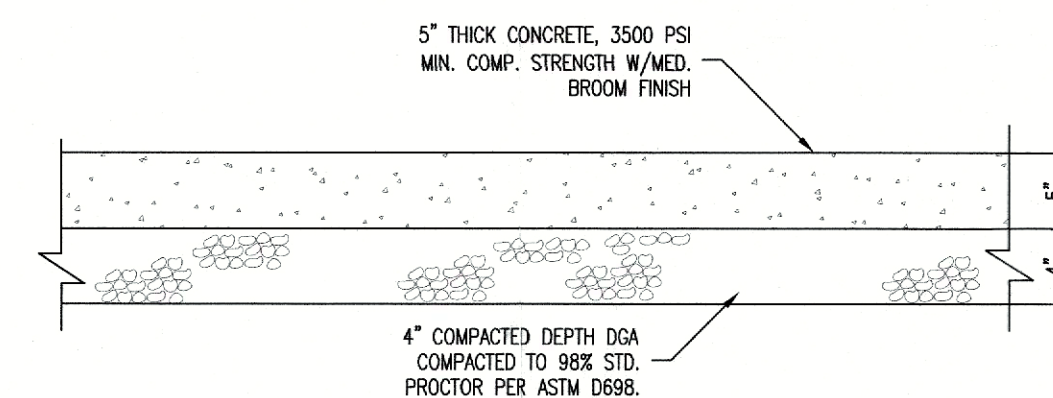
STANDARD ASPHALT PAVEMENT
SCALE: N.T.S.



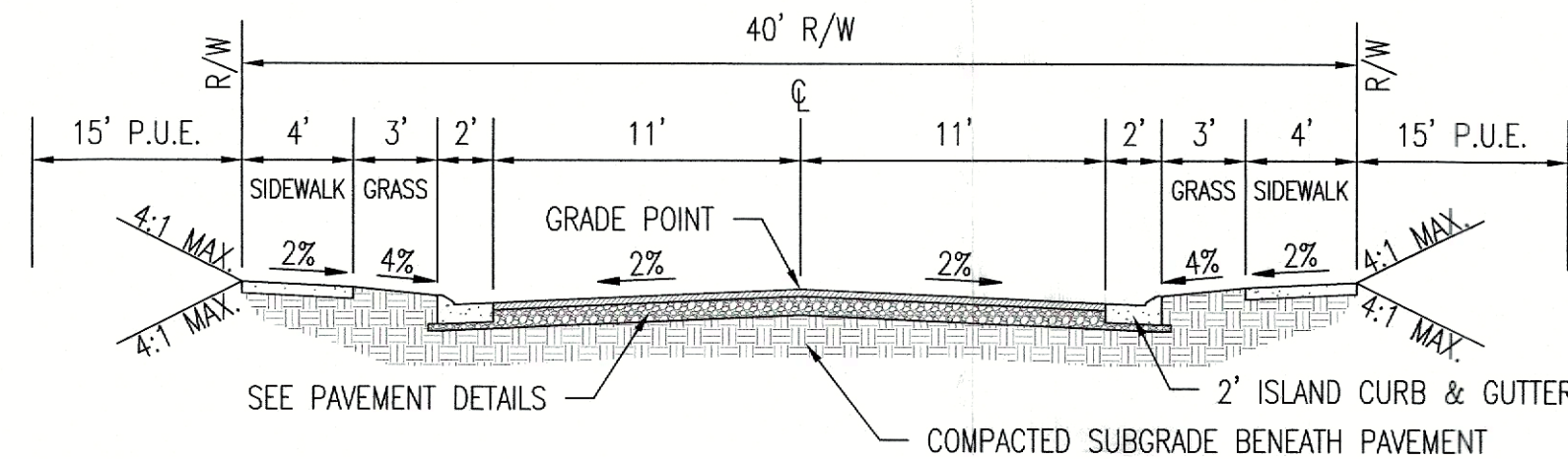
ISLAND CURB & GUTTER
SCALE: N.T.S.



STANDARD CURB & GUTTER
SCALE: N.T.S.

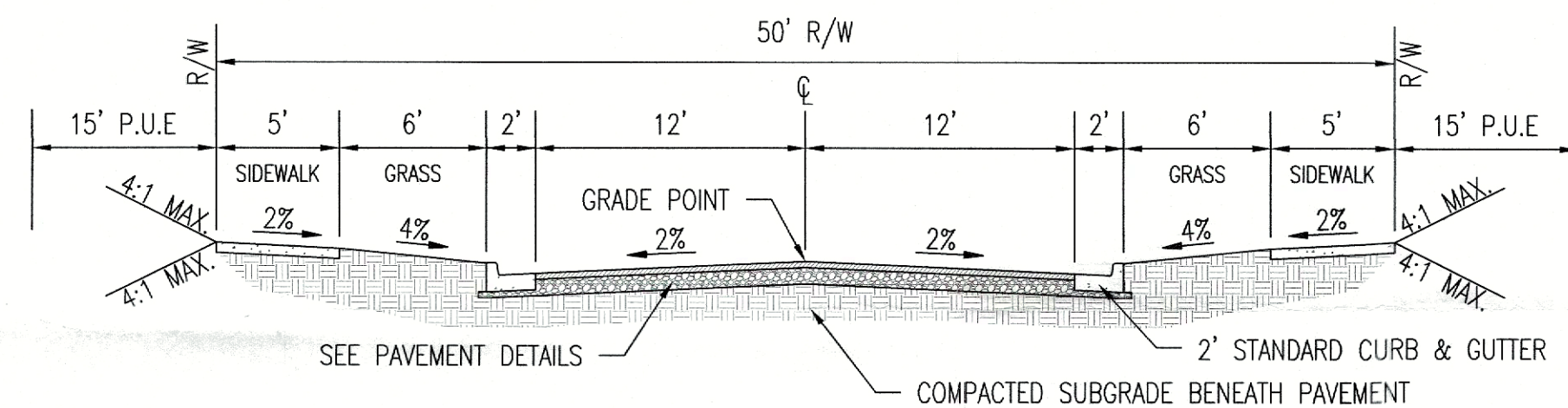


FLUSH CONCRETE SIDEWALK
SCALE: N.T.S.



VIOLET COURT
TYPICAL 40' R.O.W. STREET SECTION

NOT TO SCALE



RUCKER AVENUE
TYPICAL 50' R.O.W. STREET SECTION

NOT TO SCALE

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 _____

CHAIRMAN

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

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

GIVEN UNDER MY SEAL THIS _____ DAY OF _____ 20____
BY _____, D.C., CLERK
AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCracken County Court Clerk

DEPUTY COURT CLERK

CERTIFICATE OF OWNERSHIP

"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 SUBMIT THE PROPERTY AND TO DEDICATE ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON"

WOODLAND PROPERTIES ON PINES, LLC - SIGNATURE

DATE

PRINT NAME

TITLE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 2018.

RECEIVED

JUN 3 0 2023

ENGINEERING
DEPARTMENT

FINAL SUBDIVISION PLAT
ROADWAY CROSS-SECTIONS
WOODLAND PROPERTIES ON PINES, LLC (SECTION 1)
PINES ROAD & ROELL CIRCLE (PRIVATE)
PADUCAH, KENTUCKY

PROJECT NO.: 22047
DATE: JUNE 6, 2023
DRAWN BY: MM
CHECKED BY: SOC
REV. DESCRIPTION

SHEET

2

OF 2

siteWORX
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-5491
www.sitewordesign.com



Irrevocable Letter of Credit No. 402

December 29, 2023

City of Paducah, Engineering Department
City Hall, 2nd floor
300 South 5th St
P.O. Box 2267
Paducah, KY 42002

RE: Woodland Properties On Pines, LLC
4379 County Rd 1024
Cunningham, KY 42035

At the request of Woodland Properties On Pines, LLC, we hereby issue our Letter of Credit in your favor for a sum or sums not exceeding a total of Three Hundred and Fifty Thousand Dollars and No Cents (\$350,000.00).

You need not notify us nor furnish us any documentation other than the sight draft. Partial drawings are permitted.

All drafts under this credit must be marked: DRAWN UNDER FNB BANK, INC. OF MAYFIELD, KENTUCKY, LETTER OF CREDIT NO. 402.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Commercial Documentary Credits (2007 revision) International Chamber of Commerce Brochure No. 600.

We hereby agree with the drawers, endorsers, and bona fide holders that all drafts drawn under and in compliance with the terms of the credit will be duly honored as specified to the drawee (if negotiated or presented on or before December 29, 2024).

Sincerely,

A handwritten signature in black ink, appearing to read "Larry D. Smith".

ACCEPTED BY:

FOR: Woodland Properties On Pines, LLC

A handwritten signature in black ink, appearing to read "Arthur Stephen Barnett".



A handwritten signature in black ink, appearing to read "Danny Barnett".

Start something today



Rick Murphy, P.E.
City Engineer

CITY OF PADUCAH
300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Phone: (270) 444-8511

August 1, 2023

Jason Goins, P.E.
Siteworx Survey & Design, LLC
124 South 31st Street
Paducah, Kentucky 42001

RE: Woodland Properties on Pines, LLC

Dear Jason,

The subdivision plans, stormwater conveyance plan, and stormwater management plan submitted for the above referenced subdivision have been reviewed and are approved as noted. Prior to the submittal for acceptance by the City of Paducah Board of Commissioners, the following conditions must be satisfied:

- All revisions noted on the subdivision plans shall be corrected on the construction plans provided to contractors prior to the initiation of any construction activities.
- A corrected version of the Final Plat shall be submitted to the Engineering Department.
- If no further revisions are required, three (3) originals of the Final Plat with all signatures, absent the Mayor's signature, shall be submitted to the Engineering Department for approval by the City of Paducah Board of Commissioners.
- An acceptable form of security shall be provided in the amount \$350,000.00 in accordance with Sec. 102-40 of the Code of Ordinances.

We look forward to receiving these documents in order that your client may move forward with their new development.

As the professional engineer of record representing your client, please be reminded of your responsibilities outlined in Chapter 102 of the Code of Ordinances regarding the proper completion of this development.

Woodland Properties on Pines, LLC
August 1, 2023
Page 2 of 2

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Guebert', with a stylized, cursive script.

Greg Guebert, P.E.
Assistant City Engineer

cc: Melanie Burnett
 Rick Murphy, P.E. – City Engineer
 Nic Hutchison – Planning Director