



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 12, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Recommendation of Stormwater Impact Fee -Strand Associates

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 January 22, 2019
	B. Receive & File Documents
	C. Reappointment of Jeff Holland to the Paducah-McCracken County Riverport Authority.
	D. Reappointment of William Baxter to Board of Adjustment
	E. Personnel Actions
	F. Transfer Funds from Commission Reserve to the Mayor & Commissioners Promotion Account - M SMOLEN
	G. Homeland Security Grant Cooperative Purchasing Approval - B LAIRD
	II. <u>MUNICIPAL ORDER(S)</u>
	A. City of Paducah Strategic Plan Action Steps Update - M SMOLEN
	III. <u>ORDINANCE(S) - ADOPTION</u>
	A. Right-of-Way Closure between Buckner Lane and Exall Lane - R MURPHY
	B. Townhomes of LaBarri Farms: Final Plat Approval and Escrow Agreement Approval - R MURPHY

	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Approve Contract with Innovations Branding House - M SMOLEN
	V.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>

January 22, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, January 22, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Abraham presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners McElroy, Watkins, Wilson and Mayor Pro Tem Abraham (4). Mayor Harless was absent (1).

INVOCATION

Commissioner Watkins gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Abraham led the pledge.

SWEARING IN OF POLICE OFFICERS

New Police Officers Logan Barrow, Pedro Loreda and Jeremy Teague were sworn in by Judge Deanna Wise Henschel.

PRESENTATION

DUKE OF PADUCAH

Mayor Pro Tem Abraham presented retired Police Chief Brandon Barnhill with a Duke of Paducah.

PROCLAMATION

Mayor Pro Tem Abraham presented a Catholic Schools Week Proclamation to Eleanor Spry, Director of Saint Mary School Systems.

PRESENTATION

FY2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT

David Hampton with Kemper Group presented the Comprehensive Annual Financial Report for the City of Paducah for the year ended June 30, 2018. The following information is provided by Public Information Officer Pam Spencer:

“Finance Director Jonathan Perkins and David Hampton of Kemper CPA Group, LLP provided an overview of the City’s Comprehensive Annual Financial Report (CAFR) which includes the City audit. The audit is required by State law; however, the CAFR is a voluntary document that the City prepares to provide additional information and transparency to the public. The report is for the fiscal year that ended June 30, 2018. Paducah is one of the few cities in Kentucky that prepares a CAFR. For 27 consecutive years, Paducah has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA). The entire CAFR report and previous audits dating back to 2001 can be found on the City’s website, www.paducahky.gov.”

CONSENT AGENDA

Mayor Pro Tem Abraham asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. Mayor Pro Tem Abraham asked the City Clerk to read the items on the Consent Agenda.

I(A)	Minutes for the January 5, 2019 and January 8, 2019 City Commission Meetings
I(B)	Receive & File Documents <u>Minute File:</u>

January 22, 2019

	1. Certificate of Liability Insurance – Asphalt Paving, Inc., dba Cornerstone Boring 2. Ivitts Plumbing Contractors, Inc. 3. Murtco Inc. <u>Deed File:</u> 1. Quitclaim Deed – City of Paducah –Paducah Independent School District Finance Corporation – Adams Street and South 24th Street – Tract A – ORD #2018-8-8544
I(C)	Appointment of Allan Rhodes, Jr. to the Code Enforcement Board to fill the unexpired term of Edwin Jones who has resigned. This term shall expire August 22, 2020.
I(D)	Reappointment of Hardy Roberts to the Electric Plant Board for a term that shall expire February 6, 2023.
I(E)	Appointments to the newly formed Building, Electrical and Fire Codes Appeals Board: Greg Croft, Rick Windhorst, Chad Beyer and Jason Hickey whose terms shall expire January 22, 2023 and David Ury, Paul King and Jimmy Evans whose terms shall expire January 22, 2022.
I(F)	Reappointment of Jonathan E. Perkins to the Paducah Riverfront Development Advisory Board. This term shall expire February 7, 2021.
I(G)	Appointment of Corbin Snardon to the Board of Ethics to replace Mark Whitlow whose term has expired. This term shall expire February 10, 2021.
I(H)	Reappointment of Deborah Edmonds to the Commissioners of Water Works for a term that shall expire January 6, 2023.
I(I)	Personnel Actions
I(J)	A MUNICIPAL ORDER ACCEPTING THE BID OF GALLS , LLC, FOR THE PURCHASE OF UNIFORMS FOR PADUCAH POLICE DEPARTMENT EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O. # 2199; BK 10)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2020 HIGHWAY SAFETY GRANT THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS AND ASSOCIATED FUEL COSTS FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. # 2200; BK 10)
I(L)	A MUNICIPAL ORDER ACCEPTING THE BID OF DATA RECORDS

January 22, 2019

	MANAGEMENT SERVICES IN AN AMOUNT OF \$23,974 FOR THE DIGITIZING OF FELONY INVESTIGATION RECORDS FOR THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O. # 2201; BK 10)
I(M)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY DEPARTMENT FOR LIBRARIES & ARCHIVES (KDLA) FOR A FY2019 LOCAL RECORDS PROGRAM GRANT IN THE AMOUNT OF \$23,974 FOR THE PURCHASE OF SERVICES RELATED TO DIGITIZING RECORDS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME (M.O. # 2202; BK 10)
I(N)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION RESERVE FUND TO THE MAYOR AND COMMISSIONERS TRAINING AND TRAVEL ACCOUNT IN AN AMOUNT OF \$10,000 AND TO THE CITY MANAGER'S OFFICE TRAINING AND TRAVEL ACCOUNT IN AN AMOUNT OF \$5,000 FOR TRAINING AND TRAVEL EXPENSES FOR THE REMAINDER OF FISCAL YEAR 2019 (M.O. # 2203; BK 10)

Mayor Pro Tem Abraham offered motion, seconded by Commissioner McElroy, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, McElroy, Watkins, Wilson and Mayor Pro Tem Abraham (4).

SUSPEND THE RULES OF ORDER

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the rules for conducting City Commission Meetings be suspended insofar as they are in conflict with the printed agenda for this meeting; otherwise, the rules are to remain in full force and effect.

Adopted on call of the roll, yeas, McElroy, Watkins, Wilson and Mayor Pro Tem Abraham (4).

PUBLIC COMMENTS

Commissioner Abraham allowed attendees to make public comments regarding the Veterans Day Parade Resolution. The following attendees addressed the Board of Commissioners in support of keeping the resolution intact:

- Tony Gerard
- Brad Holland
- Ronald Hughes
- Sarah Holland
- Jim Gearhart
- Robert Worden
- Octavia Lawrence
- Corbin Snardon
- Adam Horton
- Nate Crawford
- Mary Byrne

January 22, 2019

- J.T. Jagoe
- Iftakhar Choudury

RESOLUTION

REPEAL VETERANS FAY PARADE RESOLUTION – FAILED

Mayor Pro Tem Abraham offered motion, seconded by Commissioner McElroy, that a resolution entitled, “A RESOLUTION REPEALING IN ITS ENTIRETY A RESOLUTION ADOPTED MAY 16, 2017, ENTITLED, ‘A RESOLUTION AFFIRMING AND ACCEPTING THE POSITION OF THE PADUCAH VETERANS DAY COMMITTEE THAT PARTICIPANTS IN THE VETERANS DAY PARADE BE LIMITED TO THOSE THAT REPRESENT THE FLAG OF THE UNITED STATES AND THE VETERANS OF THE UNITED STATES ARMED FORCES’,” be adopted.

Failed on call of the roll, nays, McElroy, Watkins, Wilson (3). Yeas, Mayor Pro Tem Abraham (1).

MUNICIPAL ORDER

CITY HALL IMPROVEMENT PROJECT: A & K CONSTRUCTION CHANGE ORDER #5

Commissioner McElroy offered motion, seconded by Commissioner Wilson, that “A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 5 WITH A&K CONSTRUCTION, FOR A CONTRACT REDUCTION IN THE AMOUNT OF \$156,998 FOR THE CITY HALL PHASE I PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER,” be adopted.

Adopted on call of the roll, yeas, McElroy, Watkins, Wilson and Mayor Pro Tem Abraham (4). (M.O. # 2204; BK 10)

ORDINANCE(S) – INTRODUCTION

RIGHT-OF-WAY CLOSURE BETWEEN BUCKNER LANE AND EXALL LANE

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF AN UNNAMED RIGHT-OF-WAY BETWEEN BUCKNER LANE AND EXALL LANE, OPPOSITE PINES ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of an unnamed right-of-way between Buckner Lane and Exall Lane, opposite Pines Road, empowers and directs the Mayor to execute quitclaim deeds from the City to the property owners in or abutting the public ways to be closed.

APPROVE FINAL PLAT AND ESCROW AGREEMENT FOR TOWNHOMES OF LABARRI FARMS

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION RESPECTING THE PROPOSED FINAL SUBDIVISION OF LABARRI FARMS LOCATED AT 1720 AND 1740 NEW HOLT ROAD AND ACCEPTING THE DEDICATION OF RIGHT OF WAY AND EASEMENTS.” This ordinance is summarized as follows: That the City of Paducah does hereby approve the final report of the Paducah Planning Commission respecting the proposed subdivision of property of LaBarri Farms for property located at 1720 and 1740 New Holt Road, and accepting the dedication of right of way and easements. In addition, the City of Paducah hereby authorizes the Mayor to subscribe a certificate of approval on the plat and to execute an escrow agreement in the amount of \$250,000.00.

COMMENTS

CITY MANAGER COMMENTS

City Manager Arndt invited Commission members to attend the Mission Statement and Organizational

January 22, 2019

Values Rollout which will take place January 28th at 9:00 a.m. and 10:30 a.m. at the Robert Cherry Civic Center. City Manager Arndt also informed the Commission that a customer service survey will be rolled out on January 28th.

BOARD OF COMMISSIONERS COMMENTS

Commissioner McElroy commented that she is grateful that she was able to attend the National League of Cities training along with other members of the Commission.

Commissioner Wilson commented that the IAFF Local 168 is turning 100 years old on Thursday, January 24th and encouraged Commissioners to celebrate with the Local 168 on Thursday at Paducah Beer Works. Proceeds from the event will go to charities.

ADJOURN

Mayor Pro Tem Abraham adjourned the meeting.

Meeting ended at approximately 7:00 p.m.

ADOPTED: February 12, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 12, 2019

Minute File:

Certificate of Liability – Johnston Fire Services, LLC

Deed File:

1. Commissioner's Deed – 1622 South Sixth Street, Paducah, KY
2. Commissioner's Deed – 720 North 24th Street, Paducah, KY

Contract File:

1. Contract between City of Paducah and Galls, LLC – Paducah Police Department Uniforms – MO #2199
2. Kentucky Department For Libraries and Archives – Paducah Police Department – MO #2202
3. Change Order #5 – City Hall Restoration – MO #2204

Financials File:

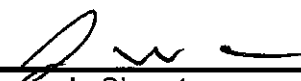
City of Paducah – Comprehensive Annual Financial Report (CAFR) Year ended 6/30/2018

Bids

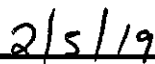
1. Bids for Paducah Police Department Uniforms
 - a. Summit Uniforms
 - b. Galls (Winning bid) MO #2199
2. Bids for Felony Records Scanning/Digitizing Paper Records Project
 - a. Global Scanning Agency
 - b. Data Records Management Services (Winning Bid) MO #2201
 - c. Rise Business Services
 - d. KOFIL Technologies
 - e. InStream

CITY OF PADUCAH
February 12, 2019

Upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
February 12, 2019

NEW HIRES - PART-TIME (PT) / TEMPORARY / SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Boyarski, Zachary P.	Recreation Leader	\$9.00/Hr.	NCS	Non-Ex	February 7, 2019

PAYROLL ADJUSTMENTS / TRANSFERS / PROMOTIONS / TEMPORARY ASSIGNMENTS

	<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>
<u>FIRE - PREVENTION</u>					
Cherry, Joseph G.	Deputy Chief - Prevention \$38.47/Hr.	Deputy Chief - Prevention \$39.62/Hr.	NCS	Exempt	January 17, 2019
<u>PARKS SERVICES</u>					
Evans, Leslie E.	Parks Maintenance Supt. \$28.95/Hr.	Parks Maintenance Supt. \$29.82/Hr.	NCS	Exempt	January 24, 2019
Wilson, Lessa A.	Executive Assistant I \$19.76/Hr.	Executive Assistant I \$20.35/Hr.	NCS	Non-Ex	January 24, 2019

TERMINATIONS - FULL-TIME (FT)

<u>EPW - SOLID WASTE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Woodfork, Forrest J	Laborer	Resignation	February 1, 2019
<u>EPW - ADMINISTRATION</u>			
Hickman Jr., Eric J.	Storm Water & Drain. Engineer	Resignation	March 1, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: February 12, 2019

Short Title: Transfer Funds from Commission Reserve to the Mayor & Commissioners Promotion Account -
M SMOLEN

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: This request is to transfer \$20,000 from the Commission Reserve to the Mayor & Commissioners' Promotions Account for the Innovation Branding House contract.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): All items on the Strategic Plan.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the transfer funds request.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE
FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION
RESERVE FUND TO THE MAYOR AND COMMISSIONERS PROMOTION
ACCOUNT IN AN AMOUNT OF \$20,000 FOR FUNDING FOR A CONTRACT
WITH INNOVATIONS BRANDING HOUSE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Finance Director is hereby authorized and directed to
transfer \$20,000, from the Commission Reserve fund to the Mayor and Commissioners
Promotions Account for a contract with Innovations Branding House for community
engagement initiatives related to the City's Strategic Plan.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 12, 2019

Recorded by Lindsay Parish, City Clerk, February 12, 2019

\\mo\budget transfer Mayor Commission Promotions – Innovations Branding House

Agenda Action Form

Paducah City Commission

Meeting Date: February 12, 2019

Short Title: Homeland Security Grant Cooperative Purchasing Approval - **B LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes, Matthew Hopp, Melanie Townsend
Presentation By: Brian Laird

Background Information:

The Paducah Police Department applied for and received a Kentucky Office of Homeland Security (KOHS) FFY18 State Homeland Security Grant award as approved by MO#2094 and MO# 2185 for the purchase of IED/EOD bomb suits and other equipment for the Paducah Police Department Bomb Squad.

The U.S. General Services Administration (GSA) serves as the acquisition arm of the federal government. Local governments are authorized to purchase through the GSA Cooperative Purchasing Program. Through the use of cooperative purchasing, local governments can access bulk buying savings thus maximizing the use of tax payers funds.

The Paducah Police Department proposes to purchase two (2) bomb suits, two (2) helmets, and two (2) bomb suit repair kits from GSA Schedule 84 vendor ENG-MED (GSA Contract#GS-07F-0207M) for a total purchase cost of \$49,499 through the GSA Cooperative Purchasing Program. Funds will be provided by the KOHS FFY18 State Homeland Security Grant award. No local match is required.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and approval the purchase of 2 bomb suits, 2 helmets and 2 suit repair kits from GSA Schedule 84 vendor MED-ENG (GSA Contract# GS-07F-0207M) in the amount of \$49,499.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF BOMB SUITS, HELMETS AND SUIT REPAIR KITS FOR THE PADUCAH POLICE DEPARTMENT IN AN AMOUNT OF \$49,499 THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASING SCHEDULE 84 VENDOR MED-ENG AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for and received a Kentucky Homeland Security (KOHS) FY2018 State Homeland Security Grant through Municipal Order No. 2094 & No. 2185 for the purchase of equipment for the Paducah Police Department; and

WHEREAS, the City of Paducah is now ready to purchase the equipment for the Paducah Police Department; and

WHEREAS, said equipment is available through the U.S. General Services Administration Cooperative Purchasing Schedule 84 Vendor MED-ENG, Contract No. GS-07F-0207M, and, therefore, competitive bidding is not required.

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

SECTION 1. That the Finance Director is hereby authorized to make payment to MED-ENG in the amount of \$49,499 for the purchase of bomb suits, helmets and bomb suit repair kits, in compliance with the U.S. General Services Administration Cooperative Purchasing Contract No. GS-07F-0207M.

SECTION 2. That the Mayor is hereby authorized to execute all documents related to the purchase authorized in Section 1, above.

SECTION 3. This expenditure shall be covered by Kentucky Homeland Security (KOHS) FY2018 State Homeland Security Grant monies.

SECTION 4. This Municipal Order shall be effective from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 12, 2019
Recorded by Lindsay Parish, City Clerk, February 12, 2019
\\mo\Purchase Bomb Suits – GSA Cooperative ENG-MED

Agenda Action Form

Paducah City Commission

Meeting Date: February 12, 2019

Short Title: City of Paducah Strategic Plan Action Steps Update - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: The Board of Commissioners and City Manager's Office participated in a retreat on January 5, 2019. During the retreat, the Commission reviewed all elements of the Strategic Plan. The Commission revised the City's Vision Statement, as well as the Key Performance Indicators, Action Items and Priority Levels. Additionally, the Commissioners identified the highest priorities in each Key Performance Indicator, which are known as WIN (What's Important Now) initiatives. The attached documents highlight the changes made during the retreat.

The City Manager's Office is also proposing to change the reporting requirements. The Key Team Member/Driver will provide monthly updates on the WIN initiatives. Progress to high, medium and low action items will be reported twice a year.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): All

Funds Available: Account Name:

Account Number:

Staff Recommendation: Adopt the revisions to the Vision Statement, as well as the Key Performance Indicators, Action Items and Priority Level of the Strategic Plan.

Attachments:

1. Municipal Order
2. Our Paducah Action Items Jan 2019

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AMENDING THE VISION AND
KEY PERFORMANCE AREAS OF THE CITY'S
STRATEGIC PLAN AND ADOPTING THE STRATEGIC
PLAN ACTION STEPS FOR THE CITY OF PADUCAH**

WHEREAS, the Board of Commissioners of the City of Paducah adopted Municipal Order No. 2098 on May 8, 2018, entitled, "An Municipal Order Of The City Of Paducah, Kentucky, Approving Two Core Elements Of The City's Strategic Plan (Vision And Key Performance Areas & Objectives); And Directing The City Manager And His Staff To Establish The Mission And Organizational Values For The Strategic Plan And Prepare An Implementation Action Plan For The Final Core Element Of The Strategic Plan"; and

WHEREAS, the Board of Commissioners of the City of Paducah adopted Municipal Order No. 2193 on December 17, 2018, entitled, "A Municipal Order Adopting The Mission Statement And Organizational Values For The City Of Paducah, Kentucky"; and

WHEREAS, the Board of Commissioners met on January 5, 2019, for a Commission retreat to review the elements of the Strategic Plan; and

WHEREAS, the Board of Commissioners now wish to revise the Vision and Key Performance Areas of the Strategic Plan and adopt Strategic Plan Action Steps.

NOW, THEREFORE, by the adoption of this Municipal Order, the Board of Commissioners **HEREBY ORDERED THAT**:

SECTION 1. That the Vision of the City of Paducah is hereby amended as follows:

Paducah is a city where people strive to reach their full potential through lifelong learning, healthy lifestyle, creativity, culture and compassion for one another.

SECTION 2. That the Key Performance Areas of the City of Paducah are hereby amended as follows:

- Maintain a High Level of Safety for All
- Develop Healthy and Sustainable Neighborhoods
- Maintain Thoughtful and Modern Infrastructure
- Provide Open, Smart, and Engaged Government
- ~~Enhance Arts and Culture~~ Creative Industries
- Empower Upward Economic Mobility for All
- Provide Excellent Recreation Experiences for All Ages and Abilities
- Celebrate a Diverse Community

SECTION 3. That the Board of Commissioners hereby adopts the Strategic Plan Action Steps that are attached hereto as **Exhibit A** and incorporated herein by reference.

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

SECTION 5. This Municipal Order shall become effective on the date of its adoption and shall remain in effect until amended or repealed by action of the Board of Commissioners of the City of Paducah, Kentucky.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 12, 2019
Recorded by Lindsay Parish, City Clerk, February 12, 2019
\\mo\Strategic Plan 2019 Amendment

Exhibit A Strategic Plan Action Steps

Strategic Plan Action Steps

Creative Industries			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
A-1	Recruit and Create a Creative and Cultural Council	Tammara Tracy	WIN
A-2	Recognize, promote and encourage creative industry growth	Nelvin Howell	High
A-3	Encourage and track participation in creative and cultural destinations, events, and programs in the City	Nelvin Howell	High
A-4	Assist local arts and culture organizations with grant funding	Melanie Townsend	High
A-5	Create and begin a Local Creative Mornings Chapter	Nelvin Howell	Medium
A-6	Installation of public art in community gateways	Tammara Tracy	Low
A-7	We will promote and encourage Creative Exchanges with other Creative Cities	Mayor Harless	Low
A-8	Solicit, promote, and encourage film productions and/or live theater in the City	Nelvin Howell	Low
A-9	Implement an annual assessment on arts and culture	Creative and Cultural Council	Low

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Strategic Plan Action Steps

Open, Smart, and Engaged Government			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
O-1	Implement clear performance expectations throughout the organization	City Manager's Office	WIN
O-2	Create and sustain a customer centric culture aligned with our organizational values	City Manager's Office	WIN
O-3	Implement a city-wide branding campaign	Jim Arndt	Medium
O-4	Create a community awards program to celebrate the fulfillment of the city's vision	Pam Spencer	Medium
O-5	Host high school and college interns on a regular basis	Martin Russell	Low

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Strategic Plan Action Steps

Empower Upward Economic Mobility			
Item Code	Action	Key Team Member/Driver	Priority Level Alignment
E-1	Encourage and assist local business retention and expansion	City Manager's Office	WIN
E-2	Implement new zoning regulations	Tammara Tracy	WIN
E-3	Promote occupancy in all downtown buildings	Katie Axt	WIN
E-4	Continue developing the riverfront from the Carson Center to the Convention Center	Tammara Tracy	High
E-5	Maintain all of our commercial corridors	Rick Murphy	High
E-6	Identify population loss trend factors, develop and distribute a policy brief on population loss factors, and implement mitigation strategies	Lindsay Parish	High
E-7	Recruit and incentivize the creation of new targeted industries (Advanced Manufacturing, Creative Industries, Health/Healthcare, High-Tech, Construction Trades, River Industry)	Jim Arndt	High
E-8	Cultivate local entrepreneurship and innovation	Michelle Smolen	Medium
E-9	Continually add all available sites and buildings to the Select Kentucky Database	Josh Sommer	Medium
E-10	Partner with local nonprofit agencies in the development and implementation of a local job coaching program	Michelle Smolen	Low

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Strategic Plan Action Steps

Develop Healthy and Sustainable Neighborhoods			
Item Code	Action	Key Team Member/Driver	Priority Level Alignment
N-1	Design and construct sidewalks, pedestrian walkways/bike paths, and/or bike lanes to connect our neighborhoods	Rick Murphy	WIN
N-2	Encourage, incentivize, and/or support more housing options throughout the City	Tammara Tracy	WIN
N-3	Promote, empower, and encourage neighborhood enhancement projects throughout the community	Tammara Tracy	High
N-4	Assist with the creation and development of a neighborhood boundary, asset map, vision map, and a plan for redeveloping vacant property	Tammara Tracy	High
N-5	Evaluate, plan, partner, and create pedestrian access to parks from residential areas	Amie Clark	Medium
N-6	Provide and/or incentivize education and training for neighborhood organizations	Tammara Tracy	Medium
N-7	Encourage and support the planting of diverse tree species within the neighborhood	Tammara Tracy	Low
N-8	Promote and encourage the availability of healthy foods within walking distance of local neighborhoods (community gardens, spark plug programs)	Tammara Tracy	Low

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Strategic Plan Action Steps

Celebrate a Diverse Community			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
D-1	Host a multicultural event	Molly Tomasallo Johnson	WIN
D-2	Establish and empower a Diversity Council	Mayor Harless	High
D-3	Research and identify participation gaps in local area programs and projects	Lindsay Parish	High
D-4	Assist with the coordination of events promoting diversity and inclusion	Molly Tomasallo Johnson	High
D-5	Evaluate diversity at community events, programs, and organizations	Lindsay Parish	Low

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Strategic Plan Action Steps

Maintain Thoughtful and Modern Infrastructure			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
I-1	Connect main commercial corridors by bike paths and/or bike lanes	Tammara Tracy	WIN
I-2	Create a 5 year facility asset improvement plan	Rick Murphy	High
I-3	Develop and implement a self sustaining storm water management and infrastructure operation	Rick Murphy	High
I-4	Continue the exploration and delivery of municipal broadband throughout the City	Stephen Chino	High
I-5	Increase energy efficiency within City-owned and operated facilities and street lights	Tammara Tracy	High
I-6	Improve street conditions within the City	Maegan Mansfield	Med
I-7	Construct and/or rehab all sidewalks to ADA standards	Rick Murphy	Med
I-8	Improve and construct internet Wi-Fi at public places	Stephen Chino	Med
I-9	Downsize the City's ownership in real estate	Jim Arndt	Low
I-10	Explore methods to improve and maintain cyber security, community cameras, and City Hall security	Stephen Chino	Low

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Strategic Plan Action Steps

Recreation			
Item Code	Action	Key Team Member/Driver	Priority Level Alignment
R-1	Research, plan, design and construct a sports plex and recreation aquatic facility	Mark Thompson & City Manager's Office	WIN
R-2	Create Friends of the Park organization	Mayor Harless	WIN
R-3	Promote, design and encourage annual athletic tournaments and competitions	Amie Clark	WIN
R-4	Create and promote new shoreline and river based recreation activities/competitions	Katie Axt	Medium
R-5	Continue to increase farmers market participation levels	Molly Tomasallo Johnson	Medium
R-6	Continue to support and encourage community festivals, parades and events	Molly Tomasallo Johnson	Medium
R-7	Encourage citizen engagement in park cleanliness and maintenance activities	Mark Thompson	Medium
R-8	Host city sponsored special events partnering with community/business partners	Molly Tomasallo Johnson	Medium
R-9	Pursue national recreation and parks association departmental accreditation	Mark Thompson	Low
R-10	Plan, design and construct recreational trails near residential neighborhoods	Tammara Tracy	Low
R-11	Continue enhancement of neighborhood engagement strategies, parks equipment, and signage	Amie Clark	Low

Page 7

Strategic Plan Action Steps

Public Safety			
Item Code	Action	Key Team Member/Driver	Priority Level Alignment
P-1	Adopt and implement alternative 911 revenue source through a partnership with the County	Mayor & City Manager	WIN
P-2	Purchase and implement a county-wide radio system for use by all local public safety and non-public safety agencies	Ed McManus	WIN
P-3	Expand prescription drug abuse community education, awareness and enforcement efforts	Chief Laird	High
P-4	Improve diversity and frequency of public safety community engagement initiatives	Chief Laird	Medium
P-5	Improve multi-agency critical incident response strategy	Chief Tinsley	Medium
P-6	Increase collaboration of public safety agencies to support economic development	Jim Arndt	Medium
P-7	Implement new youth oriented community policing programs and projects	Chief Copeland	Medium
P-8	Research and plan for a cooperative public safety training facility and grounds	Chief Kyle	Medium
P-9	Pursue National Fire Accreditation	Chief Tinsley	Low
P-10	Develop and implement a fire community risk reduction program	April Tinsman	Low
P-11	Develop and employ tactical 911 operations	Brent Stringer	Low

Page 8

Strategic Plan Action Steps

Creative Industries			
Item Code	Action	Key Team Member/Driver	Priority Level Alignment
A-1	Recruit and Create a Creative and Cultural Council	Tammara Tracy	WIN
A-2	Recognize, promote and encourage creative industry growth	Nelvin Howell	High
A-3	Encourage and track participation in creative and cultural destinations, events, and programs in the City	Nelvin Howell	High
A-4	Assist local arts and culture organizations with grant funding	Melanie Townsend	High
A-5	Create and begin a Local Creative Mornings Chapter	Nelvin Howell	Medium
A-6	Installation of public art in community gateways	Tammara Tracy	Low
A-7	We will promote and encourage Creative Exchanges with other Creative Cities	Mayor Harless	Low
A-8	Solicit, promote, and encourage film productions and/or live theater in the City	Nelvin Howell	Low
A-9	Implement an annual assessment on arts and culture	Creative and Cultural Council	Low

Strategic Plan Action Steps

<u>Open, Smart, and Engaged Government</u>			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
O-1	Implement clear performance expectations throughout the organization	City Manager's Office	WIN
O-2	Create and sustain a customer centric culture aligned with our organizational values	City Manager's Office	WIN
O-3	Implement a city-wide branding campaign	Jim Arndt	Medium
O-4	Create a community awards program to celebrate the fulfillment of the city's vision	Pam Spencer	Medium
O-5	Host high school and college interns on a regular basis	Martin Russell	Low

Strategic Plan Action Steps

<u>Empower Upward Economic Mobility</u>			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
E-1	Encourage and assist local business retention and expansion	City Manager's Office	WIN
E-2	Implement new zoning regulations	Tammara Tracy	WIN
E-3	Promote occupancy in all downtown buildings	Katie Axt	WIN
E-4	Continue developing the riverfront from the Carson Center to the Convention Center	Tammara Tracy	High
E-5	Maintain all of our commercial corridors	Rick Murphy	High
E-6	Identify population loss trend factors, develop and distribute a policy brief on population loss factors, and implement mitigation strategies	Lindsay Parish	High
E-7	Recruit and incentivize the creation of new targeted industries (Advanced Manufacturing, Creative Industries, Health/Healthcare, High-Tech, Construction Trades, River Industry)	Jim Arndt	High
E-8	Cultivate local entrepreneurship and innovation	Michelle Smolen	Medium
E-9	Continually add all available sites and buildings to the Select Kentucky Database	Josh Sommer	Medium
E-10	Partner with local nonprofit agencies in the development and implementation of a local job coaching program	Michelle Smolen	Low

Strategic Plan Action Steps

<u>Develop Healthy and Sustainable Neighborhoods</u>			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
N-1	Design and construct sidewalks, pedestrian walkways/bike paths, and/or bike lanes to connect our neighborhoods	Rick Murphy	WIN
N-2	Encourage, incentivize, and/or support more housing options throughout the City	Tammara Tracy	WIN
N-3	Promote, empower, and encourage neighborhood enhancement projects throughout the community	Tammara Tracy	High
N-4	Assist with the creation and development of a neighborhood boundary, asset map, vision map, and a plan for redeveloping vacant property	Tammara Tracy	High
N-5	Evaluate, plan, partner, and create pedestrian access to parks from residential areas	Amie Clark	Medium
N-6	Provide and/or incentivize education and training for neighborhood organizations	Tammara Tracy	Medium
N-7	Encourage and support the planting of diverse tree species within the neighborhood	Tammara Tracy	Low
N-8	Promote and encourage the availability of healthy foods within walking distance of local neighborhoods (community gardens, spark plug programs)	Tammara Tracy	Low

Strategic Plan Action Steps

<u>Celebrate a Diverse Community</u>			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
D-1	Host a multicultural event	Molly Tomasallo Johnson	WIN
D-2	Establish and empower a Diversity Council	Mayor Harless	High
D-3	Research and identify participation gaps in local area programs and projects	Lindsay Parish	High
D-4	Assist with the coordination of events promoting diversity and inclusion	Molly Tomasallo Johnson	High
D-5	Evaluate diversity at community events, programs, and organizations	Lindsay Parish	Low

Strategic Plan Action Steps

<u>Maintain Thoughtful and Modern Infrastructure</u>			
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
I-1	Connect main commercial corridors by bike paths and/or bike lanes	Tammara Tracy	WIN
I-2	Create a 5 year facility asset improvement plan	Rick Murphy	High
I-3	Develop and implement a self sustaining storm water management and infrastructure operation	Rick Murphy	High
I-4	Continue the exploration and delivery of municipal broadband throughout the City	Stephen Chino	High
I-5	Increase energy efficiency within City-owned and operated facilities and street lights	Tammara Tracy	High
I-6	Improve street conditions within the City	Maegan Mansfield	Med
I-7	Construct and/or rehab all sidewalks to ADA standards	Rick Murphy	Med
I-8	Improve and construct internet Wi-Fi at public places	Stephen Chino	Med
I-9	Downsize the City's ownership in real estate	Jim Arndt	Low
I-10	Explore methods to improve and maintain cyber security, community cameras, and City Hall security	Stephen Chino	Low

Strategic Plan Action Steps

<u>Recreation</u>				
<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level</u>	<u>Alignment</u>
R-1	Research, plan, design and construct a sports plex and recreation aquatic facility	Mark Thompson & City Manager's Office	WIN	
R-2	Create Friends of the Park organization	Mayor Harless	WIN	
R-3	Promote, design and encourage annual athletic tournaments and competitions	Amie Clark	WIN	
R-4	Create and promote new shoreline and river based recreation activities/competitions	Katie Axt	Medium	
R-5	Continue to increase farmers market participation levels	Molly Tomasallo Johnson	Medium	
R-6	Continue to support and encourage community festivals, parades and events	Molly Tomasallo Johnson	Medium	
R-7	Encourage citizen engagement in park cleanliness and maintenance activities	Mark Thompson	Medium	
R-8	Host city sponsored special events partnering with community/business partners	Molly Tomasallo Johnson	Medium	
R-9	Pursue national recreation and parks association departmental accreditation	Mark Thompson	Low	
R-10	Plan, design and construct recreational trails near residential neighborhoods	Tammara Tracy	Low	
R-11	Continue enhancement of neighborhood engagement strategies, parks equipment, and signage	Amie Clark	Low	

Strategic Plan Action Steps

Public Safety

<u>Item Code</u>	<u>Action</u>	<u>Key Team Member/Driver</u>	<u>Priority Level Alignment</u>
P-1	Adopt and implement alternative 911 revenue source through a partnership with the County	Mayor & City Manager	WIN
P-2	Purchase and implement a county-wide radio system for use by all local public safety and non-public safety agencies	Ed McManus	WIN
P-3	Expand prescription drug abuse community education, awareness and enforcement efforts	Chief Laird	High
P-4	Improve diversity and frequency of public safety community engagement initiatives	Chief Laird	Medium
P-5	Improve multi-agency critical incident response strategy	Chief Tinsley	Medium
P-6	Increase collaboration of public safety agencies to support economic development	Jim Arndt	Medium
P-7	Implement new youth oriented community policing programs and projects	Chief Copeland	Medium
P-8	Research and plan for a cooperative public safety training facility and grounds	Chief Kyle	Medium
P-9	Pursue National Fire Accreditation	Chief Tinsley	Low
P-10	Develop and implement a fire community risk reduction program	April Tinsman	Low
P-11	Develop and employ tactical 911 operations	Brent Stringer	Low

Agenda Action Form

Paducah City Commission

Meeting Date: February 12, 2019

Short Title: Right-of-Way Closure between Buckner Lane and Exall Lane - **R MURPHY**

Category: Ordinance

Staff Work By: Maegan Mansfield

Presentation By: Rick Murphy

Background Information: Adjacent property owners James and Melissa Bowens (4781 Exall Lane), Jessica and Mark Toren (4800 Buckner Lane), and Renee and Shawn McDermott (4766 Buckner Lane) request to close the unnamed Right-of-Way running along their property boundaries between Buckner Lane and Exall Lane. The unnamed Right of Way will not be developed in the future by the City due to residential development impeding the Right of Way.

All adjacent property owners agree to the closure.

On November 5th, 2018 the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of the unnamed Right-of-Way between Buckner Lane and Exall Lane. Also, authorize the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. Ordinance
2. Unnamed Street Closing
3. Application
4. Planning Commission Resolution

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF AN UNNAMED RIGHT-OF-WAY BETWEEN BUCKNER LANE AND EXALL LANE, OPPOSITE PINES ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of an unnamed right-of-way between Buckner Lane and Exall Lane, opposite Pines Road, and being more particularly described as follows:

LEGAL DESCRIPTION OF TRACT 1-2

10,481 SQUARE FEET

Lying between Buckner Lane and Exall Road and being part of an Unnamed and Unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G". page 40, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument in the Northerly right-of-way line of Exall Road at its intersection with the Westerly right-of-way line of an Unnamed and Unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40; said point also being at the Southeasterly corner of Lot 2 in Block "B" of said J.E. Gray Subdivision; THENCE FROM SAID POINT OF BEGINNING Northeastwardly with the Westerly right-of-way line of said Unnamed City Street for the following 3 calls: N 17°03'21" E 140.10 feet to an existing 4" x 4" concrete monument (broken) at the beginning of a curve to the right having a radius of 267.72 feet; thence Northeastwardly with said curve to the right (a chord being N 38°03'21" E 191.88 feet) a distance of 196.25 feet to a point at the end of said curve and beginning of a curve to the left having a radius of 113.07 feet; and Northeastwardly with said curve to the left (a chord being N 38°02'54" E 81.07 feet) a distance of 82.91 feet to a mag nail set in asphalt drive in the Southerly right-of-way line of Buckner Lane and at the Northeasterly corner of Lot 1 in Block "B" to aforesaid J.E. Gray Subdivision; thence S 72°52'29" E with the Southerly right-of-way line of said Buckner Lane 25.00 feet to a ½" rebar with cap no. 2105 set in the centerline of aforesaid Unnamed City Street; thence Southwestwardly with the centerline of said Unnamed City Street for the following 3 calls: Southwestwardly with a curve to the right having a radius of 138.07 feet (a chord being S 38°03'21" W 98.96 feet) a distance of 101.21 feet to a ½" rebar with cap no. 2105 set at the end of said curve and beginning of a curve to the left having a radius of 242.72 feet; thence Southwestwardly with said curve to the left (a chord being S 38°03'21" W 173.96 feet) a distance of 177.92 feet to a ½" rebar with cap no. 2105 set at the end of said curve; and S 17°03'21" W 140.10 feet to a point in the Northerly right-of-way line of aforesaid Exall Road; thence N 72°56'39" W with the Northerly right-of-way line of said Exall Road 25.00 feet to the Point of Beginning and containing 10,481 Square Feet as shown on Unnamed Street Closing for Sean White prepared by Shawnee Professional Services dated August 6, 2018.

LEGAL DESCRIPTION OF TRACT 3

5,709 SQUARE FEET

Lying on the Southerly side of Buckner Lane and being part of an Unnamed and unimproved City Street dedicated per J.E.Gray Subdivision recorded in Plat Section "G", page 40, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap no. 2105 set in the Southerly right-of-way line of Buckner Lane at its intersection with the Easterly right-of-way line of an Unnamed and unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, said point also being at the Northwestern corner of lot 3 in block "A" to said J.E. Gray Subdivision recorded in Plat Section "G", page 40, THENCE FROM SAID POINT OF BEGINNING Southwestwardly with the Easterly right-of-way line of said Unnamed Street for the following 3 calls: S 63°28'55" W 21.66 feet to a ½" rebar with cap no. 2105 set at the beginning of a curve to the right having a radius of 163.07 feet: Southwestwardly with said curve to the right (a chord being S 40°41'26"W 102.76 feet) a distance of 104.54 feet to a ½" rebar with cap no. 2105 set at the end of said curve and beginning of a curve to the left having a radius of 217.72 feet; and Southwestwardly with said curve to the left (a chord being S 45°19'57" W 103.31 feet to an existing 2 ½" iron pipe (bent) at the Southwesterly corner of aforesaid Lot 3 in Block "A" to J.E. Gray Subdivision; thence N 72°57'25" W 25.74 feet to a ½" rebar with cap no.2105 set in the centerline of aforesaid Unnamed City Street and a curve to the right having a radius of 242.72 feet; thence Northeastwardly with the centerline of said Unnamed City Street and said curve to the right (a chord being N 44°34'06" E 121.46 feet) a distance of 122.76 feet to a ½" rebar with cap no. 2105 set at the end of said curve and beginning of a curve to the left having a radius of 138.07 feet; thence Northeastwardly continuing with the centerline of said Unnamed City Street and said curve to the left (a chord being N 38°03' 21" E 98.96 feet) a distance of 101.21 feet to a ½" rebar with cap no. 2105 set at the end of said curve and in the Southerly right-of-way line of aforesaid Buckner Lane; thence S 72°52'29" E with the Southerly right-of-way line of said Buckner Lane 40.00 feet to the Point of beginning and containing 5,709 square feet as shown on Unnamed Street Closing for Sean White prepared by Shawnee Professional Services dated August 6, 2018.

LEGAL DESCRIPTION OF TRACT 4

4,883 SQUARE FEET

Lying on the Northerly side of Exall Road and being part of an Unnamed City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G". page 40, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap no. 3772 in the Northerly right-of-way line of Exall Road at its intersection with the Easterly right-of-way line of an Unnamed City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, said point being at the Southwesterly corner of Lot 4 in Block "A" to said J.E. Gray Subdivision; THENCE FROM SAID POINT OF BEGINNING N 72°56'39" W with the Northerly right-of-way line of Exall Road 25.00 feet to a ½" rebar with cap no. 2105 set in the centerline of said Unnamed City Street per J.E. Gray Subdivision recorded in Plat Section "G", page 40; thence Northeastwardly with the centerline of said Unnamed City Street for the following 2 calls: N 17°03'21" E 140.10 feet to a ½" rebar with cap no. 2105 set at the beginning of a curve to the right having a radius of 242.72 feet; and Northeastwardly with said curve to the right (a chord being N 23°33'45" E 55.04 feet) a distance of 55.16 feet to ½" rebar with cap no. 2105 set; thence S 72°57'25" E 25.74 feet to an existing 2 ½" iron pipe (bent) in the Easterly right-of-way line of aforesaid Unnamed Road and at the Northwestern corner of Lot 4 in Block "A" to aforesaid J.E. Gray Subdivision; thence Southwestwardly with the Easterly right-of-way line of said Unnamed City Street for the following 2 calls: Southwestwardly with a curve to the left having a radius of 217.72 feet (a chord being S 24°19'36" W 55.14 feet) a distance of 55.29 feet to an existing 4" x 4" concrete monument at the end of said curve; and S 17°03'21" W 140.10 feet to the Point of Beginning and containing 4,883 Square feet as shown on

Unnamed Street Closing for Sean White prepared by Shawnee Professional Services dated August 6, 2018.

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

a. James and Melissa Bowens (4781 Exall Lane), Jessica and Mark Toren (4800 Buckner Lane), and Renee and Shawn McDermott (4766 Buckner Lane) are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof **(Exhibit A)**.

b. On the 5th day of November, 2018, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof **(Exhibit A)**.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof **(Exhibit A)**.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 22, 2019

Adopted by the Board of Commissioners, February 12, 2019

Recorded by Lindsay Parish, City Clerk, February 12, 2019

Published by The Paducah Sun, _____

\ord\eng\stclosing\ROW- between Buckner & Exall

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. 2019-____-____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

Exhibit A

DOCKET #: VAC2018-090



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

Date: SEPTEMBER 14, 2018

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

Public Right-of-Way: UN NAMED STREET LYING BETWEEN BUCKNER LANE
AND EXALL ~~PIKE~~ ROAD SOUTHWEST OF THE
INTERSECTION OF BUCKNER LN. & PINE'S ROAD.

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

Respectfully submitted by all adjoining property owners:

James Bowens
Signature of Property Owner
James Bowens
Property Owner's Name Printed
4781 Exall Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 14th day of AUGUST, 2018
by JAMES BOWENS

My Commission expires 11/21/2019

Wanna D. Baker
Notary Public, State at Large

SEAL

Jessica Toren
Signature of Property Owner
Jessica Toren
Property Owner's Name Printed
4860 Buckner Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15th day of AUGUST, 2018
by JESSICA TOREN

My Commission expires 11/21/2019

Wanna D. Baker
Notary Public, State at Large

RECEIVED SEAL

JAN 08 2019

ENGINEERING
DEPARTMENT

RECEIVED

SEP 20 2019

Planning Department

DOCKET #: VAC2018-090

Melinda Bowens
Signature of Property Owner
Melinda Bowens
Property Owner's Name Printed
4781 Exall Ln Paducah, Ky
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15th day of AUGUST, 2018,
by MELINDA BOWENS

My Commission expires 11/21/2019

Barbara Spahr
Notary Public, State at Large

SEAL

Mark Toren
Signature of Property Owner
Mark Toren
Property Owner's Name Printed
4800 Buckner Lane
Address Paducah, KY

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 16th day of AUGUST, 2018,
by MARK TOREN

My Commission expires 11/21/2019

Barbara Spahr
Notary Public, State at Large

SEAL

Shawn McDermott
Signature of Property Owner
Shawn McDermott
Property Owner's Name Printed
4766 Buckner Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 20th day of AUGUST, 2018,
by SHAWN McDERMOTT

My Commission expires 11/21/2019

Barbara Spahr
Notary Public, State at Large

SEAL

RECEIVED

JAN 08 2019

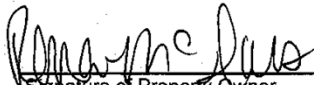
ENGINEERING
DEPARTMENT

RECEIVED

SEP 20 2019

Planning Department

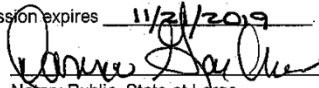
DOCKET #: VAC2018-090


Signature of Property Owner
RENEE McDERMOTT
Property Owner's Name Printed
4766 BUCKNER LANE
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 13th day of SEPTEMBER, 2018
by RENEE McDERMOTT

My Commission expires 11/21/2019


Notary Public, State at Large

SEAL

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

SEAL

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

Signature of Property Owner

Property Owner's Name Printed

Address

RECEIVED
SEP 20 2019
Planning Department

RECEIVED

JAN 08 2019

ENGINEERING
DEPARTMENT



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

Date: SEPTEMBER 14, 2018

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

Public Right-of-Way: UNNAMED STREET LYING BETWEEN BUCKNER LANE
AND EXALL ~~FREE~~ ROAD SOUTHWEST OF THE
INTERSECTION OF BUCKNER LN. & PINE'S ROAD.

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

Respectfully submitted by all adjoining property owners:

James Bowens
Signature of Property Owner
James Bowens
Property Owner's Name Printed
4781 Exall Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 14TH day of AUGUST, 2018,
by JAMES BOWENS

My Commission expires 11/21/2019

Warner D. G. G. G.
Notary Public, State at Large

SEAL

Jessica Toren
Signature of Property Owner
Jessica Toren
Property Owner's Name Printed
4800 Buckner Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15TH day of AUGUST, 2018,
by JESSICA TOREN

My Commission expires 11/21/2019

Warner D. G. G. G.
Notary Public, State at Large

RECEIVED SEAL

JAN 08 2019

ENGINEERING
DEPARTMENT

RECEIVED

SEP 20 2018

Planning Department

Renee McDermott
Signature of Property Owner

RENEE McDERMOTT
Property Owner's Name Printed

4766 BUCKNER LANE
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 13th day of SEPTEMBER, 2018
by RENEE McDERMOTT.

My Commission expires 11/21/2019.

Renee McDermott
Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL

RECEIVED
SEP 20 2019
Planning Department

RECEIVED
JAN 08 2019
ENGINEERING
DEPARTMENT

Melinda Bowens
Signature of Property Owner
Melinda Bowens
Property Owner's Name Printed
4781 Exall Ln Paducah, Ky
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15th day of AUGUST, 2018,
by MELINDA BOWENS.

My Commission expires 11/21/2019.

Dorinda Spivey
Notary Public, State at Large

SEAL

Mark Toren
Signature of Property Owner
Mark Toren
Property Owner's Name Printed
4800 Buckner Lane
Address
Paducah, KY

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 16th day of AUGUST, 2018,
by MARK TOREN.

My Commission expires 11/21/2019.

Dorinda Spivey
Notary Public, State at Large

SEAL

Shawn McDermott
Signature of Property Owner
Shawn McDermott
Property Owner's Name Printed
4766 Buckner Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 20th day of AUGUST, 2018,
by SHAWN McDERMOTT.

My Commission expires 11/21/2019.

Dorinda Spivey
Notary Public, State at Large

SEAL

RECEIVED

JAN 08 2019

ENGINEERING
DEPARTMENT

RECEIVED

SEP 20 2019

Planning Department



ADJACENT PROPERTY OWNER(S)

1. **DOCKET #**

VAC2018-090

2. **ADDRESS OF PROPERTY**

Unnamed Street Closing Between Buckner Lane and Exall Road

3. **NAME AND ADDRESS OF PROPERTY OWNER**

Sean White

6105 Connie Sue Avenue

Paducah, KY 42001

TELE # _____

E-MAIL _____

4. **ADJACENT PROPERTY OWNER(S)**

NAME/ADD

ADJACENT PROPERTY ADDRESS

Shawn and Renee McDermott

4766 Buckner Lane

Paducah, KY 42001

~~-SAME-~~

James and Melinda Bowens

4781 Exall Lane

Paducah, KY 42001

~~-SAME-~~

Mark and Jessica Toren

4800 Buckner Lane

Paducah, KY 42001

~~-SAME-~~

☒ PLANNING COMMISSION

☐ HARC

☐ BOARD OF ADJUSTMENTS

DEPARTMENT OF PLANNING

300 SOUTH 5TH STREET – P.O. BOX 2267

PADUCAH, KY 42002 -2267

DEC 05 2018

ENGINEERING
PLANNING

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN UNNAMED RIGHT-OF-WAY BETWEEN BUCKNER LANE AND EXALL LANE, OPPOSITE PINES ROAD.

WHEREAS, a public hearing was held on November 5, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to close an unnamed Right-of-Way between Buckner Lane and Exall Lane, opposite Pines Road.

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

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close an unnamed Right-of-Way between Buckner Lane and Exall Lane, opposite Pines Road as follows:

LEGAL DESCRIPTION OF TRACT 1-2

10,481 SQUARE FEET

Lying between Buckner Lane and Exall Road and being part of an Unnamed and Unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument in the Northerly right-of-way line of Exall Road at its intersection with the Westerly right-of-way line of an Unnamed and Unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40; said point also being at the Southeasterly corner of Lot 2 in Block "B" of said J.E. Gray Subdivision; THENCE FROM SAID POINT OF BEGINNING Northeasterly with the Westerly right-of-way line of said Unnamed City Street for the following 3 calls: N 17°03'21" E 140.10 feet to an existing 4" x 4" concrete monument (broken) at the beginning of a curve to the right having a radius of 267.72 feet; thence Northeasterly with said curve to the right (a chord being N 38°03'21" E 191.88 feet) a distance of 196.25 feet to a point at the end of said curve and beginning of a curve to the left having a radius of 113.07 feet; and Northeasterly with said curve to the left (a chord being N 38°02'54" E 81.07 feet) a distance of 82.91 feet to a mag nail set in asphalt drive in the Southerly right-of-way line of Buckner Lane and at the Northeasterly corner of Lot 1 in Block "B" to aforesaid J.E. Gray Subdivision; thence S 72°52'29" E with the Southerly right-of-way line of said Buckner Lane 25.00 feet to a ½" rebar with cap no. 2105 set in the centerline of aforesaid Unnamed City Street; thence Southwestwardly with the centerline of said Unnamed City Street for the following 3 calls: Southwestwardly with a curve to the right having a radius of 138.07 feet (a chord being S 38°03'21" W 98.96 feet) a distance of 101.21 feet to a ½" rebar with cap no. 2105 set at the end of said curve and beginning of a curve to the left having a radius of 242.72 feet; thence Southwestwardly with said curve to the left (a chord being S 38°03'21" W 173.96 feet) a distance of 177.92 feet to a ½" rebar with cap no. 2105 set at the end of said curve; and S 17°03'21" W 140.10 feet to a point in the Northerly right-of-way line of aforesaid Exall Road; thence N 72°56'39" W with the Northerly right-of-way line of said Exall Road 25.00 feet to the Point of Beginning and containing 10,481 Square Feet as shown on Unnamed Street Closing for Sean White prepared by Shawnee Professional Services dated August 6, 2018.

LEGAL DESCRIPTION OF TRACT 3

5,709 SQUARE FEET

Lying on the Southerly side of Buckner Lane and being part of an Unnamed and unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap no. 2105 set in the Southerly right-of-way line of Buckner Lane at its intersection with the Easterly right-of-way line of an Unnamed and unimproved City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, said point also being at the Northwesterly corner of lot 3 in block "A" to said J.E. Gray Subdivision recorded in Plat Section "G", page 40, THENCE FROM SAID POINT OF

BEGINNING Southwestwardly with the Easterly right-of-way line of said Unnamed Street for the following 3 calls: S 63°28'55" W 21.66 feet to a ½" rebar with cap no. 2105 set at the beginning of a curve to the right having a radius of 163.07 feet; Southwestwardly with said curve to the right (a chord being S 40°41'26" W 102.76 feet) a distance of 104.54 feet to a ½" rebar with cap no. 2105 set at the end of said curve and beginning of a curve to the left having a radius of 217.72 feet; and Southwestwardly with said curve to the left (a chord being S 45°19'57" W 103.31 feet to an existing 2 ½" iron pipe (bent) at the Southwesterly corner of aforesaid Lot 3 in Block "A" to J.E. Gray Subdivision; thence N 72°57'25" W 25.74 feet to a ½" rebar with cap no. 2105 set in the centerline of aforesaid Unnamed City Street and a curve to the right having a radius of 242.72 feet; thence Northeastwardly with the centerline of said Unnamed City Street and said curve to the right (a chord being N 44°34'06" E 121.46 feet) a distance of 122.76 feet to a ½" rebar with cap no. 2105 set at the end of said curve and beginning of a curve to the left having a radius of 138.07 feet; thence Northeastwardly continuing with the centerline of said Unnamed City Street and said curve to the left (a chord being N 38°03' 21" E 98.96 feet) a distance of 101.21 feet to a ½" rebar with cap no. 2105 set at the end of said curve and in the Southerly right-of-way line of aforesaid Buckner Lane; thence S 72°52'29" E with the Southerly right-of-way line of said Buckner Lane 40.00 feet to the Point of Beginning and containing 5,709 square feet as shown on Unnamed Street Closing for Sean White prepared by Shawnee Professional Services dated August 6, 2018.

LEGAL DESCRIPTION OF TRACT 4

4,883 SQUARE FEET

Lying on the Northerly side of Exall Road and being part of an Unnamed City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap no. 3772 in the Northerly right-of-way line of Exall Road at its intersection with the Easterly right-of-way line of an Unnamed City Street dedicated per J.E. Gray Subdivision recorded in Plat Section "G", page 40, said point being at the Southwesterly corner of Lot 4 in Block "A" to said J.E. Gray Subdivision; THENCE FROM SAID POINT OF BEGINNING N 72°56'39" W with the Northerly right-of-way line of Exall Road 25.00 feet to a ½" rebar with cap no. 2105 set in the centerline of said Unnamed City Street per J.E. Gray Subdivision recorded in Plat Section "G", page 40; thence Northeastwardly with the centerline of said Unnamed City Street for the following 2 calls: N 17°03'21" E 140.10 feet to a ½" rebar with cap no. 2105 set at the beginning of a curve to the right having a radius of 242.72 feet; and Northeastwardly with said curve to the right (a chord being N 23°33'45" E 55.04 feet) a distance of 55.16 feet to ½" rebar with cap no. 2105 set; thence S 72°57'25" E 25.74 feet to an existing 2 ½" iron pipe (bent) in the Easterly right-of-way line of aforesaid Unnamed Road and at the Northwesterly corner of Lot 4 in Block "A" to aforesaid J.E. Gray Subdivision; thence Southwestwardly with the Easterly right-of-way line of said Unnamed City Street for the following 2 calls: Southwestwardly with a curve to the left having a radius of 217.72 feet (a chord being S 24°19'36" W 55.14 feet) a distance of 55.29 feet to an existing 4" x 4" concrete monument at the end of said curve; and S 17°03'21" W 140.10 feet to the Point of Beginning and containing 4,883 Square feet as shown on Unnamed Street Closing for Sean White prepared by Shawnee Professional Services dated August 6, 2018.

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

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

SECTION 4. Any agreements between the parties that are affected by the closure of this alley shall be forwarded to the City Commission with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on November 5, 2018

Agenda Action Form

Paducah City Commission

Meeting Date: February 12, 2019

Short Title: Townhomes of LaBarri Farms: Final Plat Approval and Escrow Agreement Approval - **R MURPHY**

Category: Municipal Order

Staff Work By: Maegan Mansfield, Eric Hickman

Presentation By: Rick Murphy

Background Information: The final plat of subdivision, the subdivision roadway plans, and stormwater management plans submitted for Townhomes of LaBarri Farms Subdivision have been reviewed and are approved as noted by letter dated September 17, 2018, issued by the City Engineer & Public Works Director. The aforementioned letter was mailed to the Engineer of Record and Owner. On September 17, 2018 the Paducah Planning Commission adopted a Resolution approving the final plat of subdivision.

The City Engineer & Public Works Director required an amount of \$250,000 to be submitted as a surety for the completion of public improvements. EMD Properties, LLC has submitted a \$250,000 surety in the form of an escrow agreement issued by CFSB Bank for completion of subdivision public improvements pursuant to the City of Paducah Ordinances.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the Mayor to execute the Final Plat of Subdivision, Escrow Agreement as surety with EDM Properties, and to accept the dedication of the public right of way and easements as shown on the Final Plat of Subdivision for Townhomes of LaBarri Farms.

Attachments:

1. Ordinance
2. Escrow Agreement Unsigned
3. La Barri - Final Subdivision Plat
4. Subdivision Approval Letter 9-17-18
5. Planning Commission Resolution

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION RESPECTING THE PROPOSED FINAL SUBDIVISION OF LABARRI FARMS LOCATED AT 1720 AND 1740 NEW HOLT ROAD AND ACCEPTING THE DEDICATION OF RIGHT OF WAY AND EASEMENTS

WHEREAS, by Resolution dated September 17, 2018, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an ordinance approving the final plat of subdivision of property of LaBarri Farms for property located at 1720 and 1740 New Holt Road, and accepting the dedication of streets and public easements shown thereon; and

WHEREAS, the City Engineer has recommended an Escrow Agreement in the amount of \$250,000.00, for completion of public roadways, storm drainage systems, and other designated 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 17, 2018, entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 1720 AND 1740 NEW HOLT 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, "LaBarri 1720 & 1740 Holt Road, Paducah, Kentucky 42001", and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. 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 4. That the Board of Commissioners approves the recommendation of the City Engineer to accept an escrow agreement in an amount of \$250,000 for completion of subdivision improvements and authorizes the Mayor to execute said escrow agreement in substantially the same form as attached hereto and made part hereof (Exhibit A).

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 shall not effect any other 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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 22, 2019

Adopted by the Board of Commissioners, February 12, 2019

Recorded by Lindsay Parish, City Clerk, February 12, 2019

Published by The Paducah Sun, _____

\\ord\plan\subd-LaBerri farms EMD Properties Final Plat and Escrow

EXHIBIT A

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this ____ day of _____ 20__, by and between **EMD PROPERTIES LLC.**, a Kentucky Corporation with its principal office and place of business at 3936 Alameda Crescent, Paducah, Kentucky 42001, hereinafter referred to as "**Developer**"; and **CFSB BANK**, a Kentucky Corporation with its principal office and place of business at 221 W. 5th Street, Benton, Kentucky 42025, hereinafter referred to as "**Bank**"; and the **CITY OF PADUCAH**, a Municipal Corporation, whose address is P.O. Box 2267, Paducah Kentucky, hereinafter referred to as "**City**".

WITNESSETH:

WHEREAS, **Developer** acquired certain real property located in the City of Paducah, McCracken County, Kentucky, of record in Deed Book 1355, Page 40 and Deed Book 1347, Page 608, McCracken County Clerk's Office; and

WHEREAS, **Developer** has tendered a Subdivision Plat affecting said property for approval by the City of Paducah; and

WHEREAS, acceptance of the proposed Subdivision Plat by the City of Paducah is subject to adequate assurance that all required subdivision improvements are completed in accordance to the City of Paducah's Subdivision Ordinance and the subdivision plans as approved by the City Engineer; and

WHEREAS, **Bank** has agreed to establish an escrow account to provide the necessary monetary assurance which will guarantee the completion of the above-mentioned required subdivision improvements.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements as hereinafter contained, the parties hereto agree as follows:

1. **Developer** shall, within one year complete the subdivision improvements as depicted on the subdivision plans entitled as LaBarri, as prepared by Siteworx (Engineer), project number 17101 consisting of 17 sheets, which was approved by the City Engineer on _____ and is attached as Exhibit "A".
2. **Developer** shall deposit with **Bank**, as escrow agent, the sum of \$250,000.00. Said sum shall be held by **Bank** and thereafter disbursed no more than once per month, for partial completion of the subdivision improvements upon certification of by a licensed Kentucky Professional Engineer and approved by the City Engineer. **Bank** shall release that portion of the escrowed funds equal to the percentage of completion as certified by the aforesaid licensed Kentucky Professional Engineer and with the approval of the City Engineer, with exception that Bank shall hold 10% of the escrowed funds until such time as the City of Paducah issues a certificate of completion in compliance with the specifications above referenced. At that time, **Bank** may require a receipt of mechanics' or materialmen's lien waiver to be executed by any and all contractors, subcontractors, materialmen, and/or their employees or agents, certifying that all fees, costs and payments due have been fully paid to the date of the request or voucher for escrow disbursement.
3. **Developer** agrees to use the escrowed funds released by Bank to **Developer** for the purpose of payment for construction of subject improvements. **Developer** further agrees to pay and satisfy all costs and expenses of construction.
4. Upon default hereunder by **Developer**, as a result of their failure to complete the improvements in accordance with the approved plans and specifications above referenced within one year, **City** may cause said improvements to be completed and shall be reimbursed by **Bank**, utilizing the **Developer's** escrow funds, for all costs and expenses therefore, including reasonable attorney's fees. Upon default by **Developer**, Bank shall disburse the remaining escrowed funds to the **City** upon satisfactory proof to **Bank** that said improvements have been completed and proof of the cost and expenses of **City** for completion of such

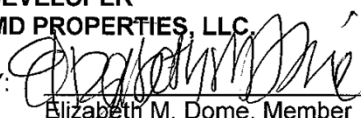
improvements. Nothing herein shall be construed to limit the liability of **Developer** to that amount represented by escrowed funds. **Developer** shall indemnify the **City**, or its assigns, from any and all losses and expense incurred by the **City**, or its assigns, as a result of **Developer's** default hereunder, including reasonable attorney fees and court costs, which shall be payable to the **City** out of the escrowed funds held by the **Bank** upon proper proof of the loss and expenses.

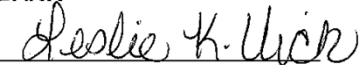
5. **Developer** does hereby agree to hold harmless and indemnify **Bank** from all cost expended in performing duties hereunder including reasonable attorney fees and court costs should same be incurred for the enforcement of this agreement, including an action by **Bank** for declaratory judgments as to the right of the parties. **Bank** may rely on the certification of completion by a licensed Kentucky Professional Engineer and the City Engineer and shall, upon the occasion of disbursement to the **Developer** of a percentage of the escrowed funds, forward to City a copy of the notice of the amount disbursed from the escrowed funds. Upon default by **Developer**, certification of completion of the improvements by **City** shall be by the City Engineer and **Bank** may require whatever proof it, in its sole discretion, deems necessary as to the costs and expenses incurred by **City** for the completion of such improvements.
6. By execution below, **Bank** acknowledges receipt of the escrow funds in the amount of \$250,000.00. This agreement shall be binding and inure to the benefit of the parties, their successors and assigns.
7. This Agreement represents the full and entire understanding by and between the parties. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the City and Property Owner and their respective heirs, successors, and assigns.

ENTERED into by the parties hereto on the date first above written.

"CITY"
CITY OF PADUCAH, KENTUCKY

BY: _____
Brandi Harless, Mayor

"DEVELOPER"
EMD PROPERTIES, LLC
BY: 
Elizabeth M. Dome, Member

"BANK"
CFSB BANK
BY: 
TITLE: Relationship Banker

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me this the ____ day of
____ 20____, by Brandi Harless, as Mayor of and on behalf of the City of
Paducah, Kentucky, "City".

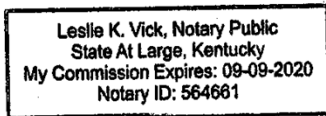
My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE
NOTARY ID:

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me this the 21 day of December 20 18, by Elizabeth M. Dome, as Member of and on behalf of EMD Properties, LLC, "Developer".

My commission expires: 09-09-2020

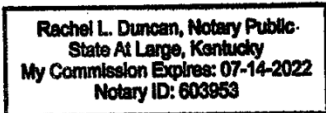


Leslie K. Vick, Notary
NOTARY PUBLIC, STATE AT LARGE
NOTARY ID: 564661

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me this the 21 day of December 20 18, by Leslie K. Vick, (title) Relationship Banker on behalf of CFSB Bank, "Bank".

My commission expires: 7-14-2022



Rachel L. Duncan
NOTARY PUBLIC, STATE AT LARGE
NOTARY ID: 603953

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this ____ day of _____ 20__, by and between **EMD PROPERTIES LLC.**, a Kentucky Corporation with its principal office and place of business at 3936 Alameda Crescent, Paducah, Kentucky 42001, hereinafter referred to as "**Developer**"; and **CFSB BANK**, a Kentucky Corporation with its principal office and place of business at 221 W. 5th Street, Benton, Kentucky 42025, hereinafter referred to as "**Bank**"; and the **CITY OF PADUCAH**, a Municipal Corporation, whose address is P.O. Box 2267, Paducah Kentucky, hereinafter referred to as "**City**".

WITNESSETH:

WHEREAS, **Developer** acquired certain real property located in the City of Paducah, McCracken County, Kentucky, of record in Deed Book 1355, Page 40 and Deed Book 1347, Page 608, McCracken County Clerk's Office; and

WHEREAS, **Developer** has tendered a Subdivision Plat affecting said property for approval by the City of Paducah; and

WHEREAS, acceptance of the proposed Subdivision Plat by the City of Paducah is subject to adequate assurance that all required subdivision improvements are completed in accordance to the City of Paducah's Subdivision Ordinance and the subdivision plans as approved by the City Engineer; and

WHEREAS, **Bank** has agreed to establish an escrow account to provide the necessary monetary assurance which will guarantee the completion of the above-mentioned required subdivision improvements.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements as hereinafter contained, the parties hereto agree as follows:

1. **Developer** shall, within one year complete the subdivision improvements as depicted on the subdivision plans entitled as LaBarri, as prepared by Siteworx (Engineer), project number 17101 consisting of 17 sheets, which was approved by the City Engineer on _____ and is attached as Exhibit "A".
2. **Developer** shall deposit with **Bank**, as escrow agent, the sum of \$250,000.00. Said sum shall be held by **Bank** and thereafter disbursed no more than once per month, for partial completion of the subdivision improvements upon certification of by a licensed Kentucky Professional Engineer and approved by the City Engineer. **Bank** shall release that portion of the escrowed funds equal to the percentage of completion as certified by the aforesaid licensed Kentucky Professional Engineer and with the approval of the City Engineer, with exception that **Bank** shall hold 10% of the escrowed funds until such time as the City of Paducah issues a certificate of completion in compliance with the specifications above referenced. At that time, **Bank** may require a receipt of mechanics' or materialmen's lien waiver to be executed by any and all contractors, subcontractors, materialmen, and/or their employees or agents, certifying that all fees, costs and payments due have been fully paid to the date of the request or voucher for escrow disbursement.
3. **Developer** agrees to use the escrowed funds released by **Bank** to **Developer** for the purpose of payment for construction of subject improvements. **Developer** further agrees to pay and satisfy all costs and expenses of construction.
4. Upon default hereunder by **Developer**, as a result of their failure to complete the improvements in accordance with the approved plans and specifications above referenced within one year, **City** may cause said improvements to be completed and shall be reimbursed by **Bank**, utilizing the **Developer's** escrow funds, for all costs and expenses therefore, including reasonable attorney's fees. Upon default by **Developer**, **Bank** shall disburse the remaining escrowed funds to the **City** upon satisfactory proof to **Bank** that said improvements have been completed and proof of the cost and expenses of **City** for completion of such

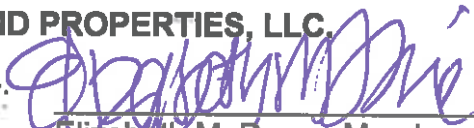
improvements. Nothing herein shall be construed to limit the liability of **Developer** to that amount represented by escrowed funds. **Developer** shall indemnify the **City**, or its assigns, from any and all losses and expense incurred by the **City**, or its assigns, as a result of **Developer's** default hereunder, including reasonable attorney fees and court costs, which shall be payable to the **City** out of the escrowed funds held by the **Bank** upon proper proof of the loss and expenses.

5. **Developer** does hereby agree to hold harmless and indemnify **Bank** from all cost expended in performing duties hereunder including reasonable attorney fees and court costs should same be incurred for the enforcement of this agreement, including an action by **Bank** for declaratory judgments as to the right of the parties. **Bank** may rely on the certification of completion by a licensed Kentucky Professional Engineer and the City Engineer and shall, upon the occasion of disbursement to the **Developer** of a percentage of the escrowed funds, forward to City a copy of the notice of the amount disbursed from the escrowed funds. Upon default by **Developer**, certification of completion of the improvements by **City** shall be by the City Engineer and **Bank** may require whatever proof it, in its sole discretion, deems necessary as to the costs and expenses incurred by **City** for the completion of such improvements.
6. By execution below, **Bank** acknowledges receipt of the escrow funds in the amount of \$250,000.00. This agreement shall be binding and inure to the benefit of the parties, their successors and assigns.
7. This Agreement represents the full and entire understanding by and between the parties. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the City and Property Owner and their respective heirs, successors, and assigns.

ENTERED into by the parties hereto on the date first above written.

"CITY"
CITY OF PADUCAH, KENTUCKY

BY: _____
Brandi Harless, Mayor

"DEVELOPER"
EMD PROPERTIES, LLC.
BY: 
Elizabeth M. Dome, Member

"BANK"
CFSB BANK
BY: 
TITLE: Relationship Banker

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me this the ____ day of
____ 20____, by Brandi Harless, as Mayor of and on behalf of the City of
Paducah, Kentucky, "City".

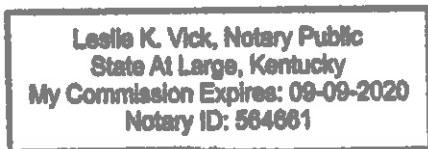
My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE
NOTARY ID:

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me this the 21 day of December 2018, by Elizabeth M. Dome, as Member of and on behalf of EMD Properties, LLC, "Developer".

My commission expires: 09-09-2020

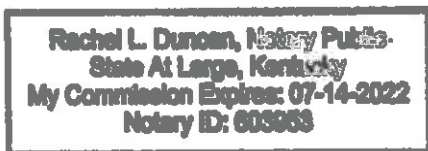


Leslie K. Vick Notary
NOTARY PUBLIC, STATE AT LARGE
NOTARY ID: 564661

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me this the 21 day of December 2018, by Leslie K. Vick, (title) Relationship Banker, on behalf of CFSB Bank, "Bank".

My commission expires: 7-14-2022



Rachel L. Duncan
NOTARY PUBLIC, STATE AT LARGE
NOTARY ID: 603953

SURVEYOR'S CERTIFICATE

TO: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRVERSE WITH SLOESHOOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:33,125 BEFORE ADJUSTMENT OF ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9-17-18
DATE OF SURVEY COMPLETION

1-9-19
DATE OF SIGNATURE

Mark D. Lineberry
KENTUCKY PROFESSIONAL LAND SURVEYOR #3732

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.

INTENT:

THE INTENT OF THIS PLAT IS TO ESTABLISH 21 LOTS OF THE LA BARRI SUBDIVISION BY ABOLISHING AND CREATING THE LINES NECESSARY TO CREATE THE AFORESAIDED LOTS, AS SHOWN. ALSO, TO DEDICATE THE RIGHT-OF-WAY OF LA BARRI LANE TO THE CITY OF PADUCAH. THIS PLAT IS SUBMITTED IN ACCORDANCE WITH KRS CHAPTER 100 RELATIVE TO THE CITY OF PADUCAH ZONING ORDINANCE AND SUBDIVISION REGULATIONS.

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 4/17/18

Cathy Crecelius
CHAIRMAN

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, BRANDI HARLESS, 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

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

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

McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK

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 SUBDIVIDE THE PROPERTY AND TO DEDICATE/ABOLISH ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON.

Mark D. Lineberry
END PROPERTIES, LLC - SIGNATURE

11/01/19
DATE

Mark D. Lineberry
PRINT NAME

TITLE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF McCRACKEN

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

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

NOTARY PUBLIC SIGNATURE: *Danna Goerner*

MY COMMISSION EXPIRES ON THE 21ST DAY OF Nov., 2019.

HOMEOWNERS ASSOCIATION NOTE

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

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

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 SUBDIVIDE THE PROPERTY AND TO DEDICATE/ABOLISH ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON.

Mark D. Lineberry
MARK D. LINEBERRY - SIGNATURE

11/19
DATE

Mark D. Lineberry
PRINT NAME

TITLE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF McCRACKEN

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

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JAN, 2019

NOTARY PUBLIC SIGNATURE: *Danna Goerner*

MY COMMISSION EXPIRES ON THE 21ST DAY OF Nov., 2019.

STREET ADDRESS

1720 & 1740 HOLT ROAD

REQUESTED VARIANCES

1. WAIVE THE FRONT AND REAR BUILDING SETBACK REQUIREMENTS FOR ALL LOTS REDUCE THIS REQUIREMENT TO 20 FEET FOR ALL LOTS EXCEPT FOR THE FRONT SETBACK FOR LOT 87-2. ESTABLISH THE 15' PUBLIC UTILITY EASEMENT AS THE FRONT SETBACK FOR LOT 87-2.

2. WAIVE THE MINIMUM LOT WIDTH REQUIREMENTS FOR THE FOLLOWING LOTS: 81-2, 82-1, 82-2, 83-1, 83-2, 84-1, 84-2, 85-1, 85-2, 86-1, 86-2, 87-1, & 87-2.

LEGEND

PROPERTY CORNER FOUND AS NOTED
1/2"x18" LONG IRON PIN AND CAP (3732) TO BE SET
6"x24" LONG CONCRETE MONUMENT WITH CAP (3732) TO BE SET
PROPERTY LINE
PROPERTY LINE TO BE ABOLISHED
ADJOINING PROPERTY LINE
CENTERLINE
EASEMENT LINE
MINIMUM BUILDING SETBACK LINE
CITY LIMITS LINE
PUBLIC UTILITY EASEMENT
LOT ADDRESS

6200

EASEMENT NOTE:

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

PROPERTY LINE CURVE DATA

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
1	18.00'	24.80'	22.88'	N.46°53'05"E
2	18.00'	27.46'	24.88'	N.36°17'14"W
3	141.00'	16.80'	16.79'	N.83°24'31"W
4	3,270.00'	35.69'	35.69'	N.86°30'36"W
5	3,270.00'	86.41'	86.41'	N.85°26'25"W
6	3,270.00'	68.00'	68.00'	N.84°05'15"W
7	18.00'	28.00'	25.26'	N.51°56'44"E
8	18.00'	28.13'	25.36'	N.37°23'31"W
9	3,270.00'	69.39'	69.39'	N.81°33'35"W
10	3,270.00'	14.77'	14.77'	N.80°49'20"W
11	2,115.64'	73.08'	73.07'	N.81°40'57"W
12	2,115.64'	213.28'	213.19'	N.85°33'36"W
13	141.00'	16.80'	16.79'	N.89°45'48"E
14	3,230.00'	71.23'	71.23'	N.86°11'27"W
15	3,230.00'	66.40'	66.40'	N.84°58'13"W
16	3,230.00'	71.21'	71.21'	N.83°44'59"W
17	3,230.00'	64.76'	64.75'	N.82°32'37"W
18	3,230.00'	71.96'	71.96'	N.81°19'52"W
19	2,155.64'	62.90'	62.90'	N.81°31'44"W
20	2,155.64'	69.36'	69.35'	N.83°17'11"W
21	2,155.64'	64.40'	64.40'	N.85°03'51"W
22	2,155.64'	69.36'	69.35'	N.86°50'30"W
23	2,155.64'	25.75'	25.75'	N.88°06'21"W
24	25.00'	29.40'	27.74'	N.54°45'29"W
25	40.00'	19.82'	19.62'	N.35°15'18"W
26	40.00'	90.06'	72.21'	N.66°02'48"E

ROAD CENTERLINE CURVE DATA

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
27	3,250.00'	226.36'	226.31'	N.84°49'39"W
28	3,250.00'	121.35'	121.34'	N.81°45'45"W
29	2,135.64'	289.06'	288.84'	N.84°34'14"W

EASEMENT CURVE DATA

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
30	16.00'	20.66'	19.26'	N.44°24'59"E
31	16.00'	21.85'	20.19'	N.31°41'57"W

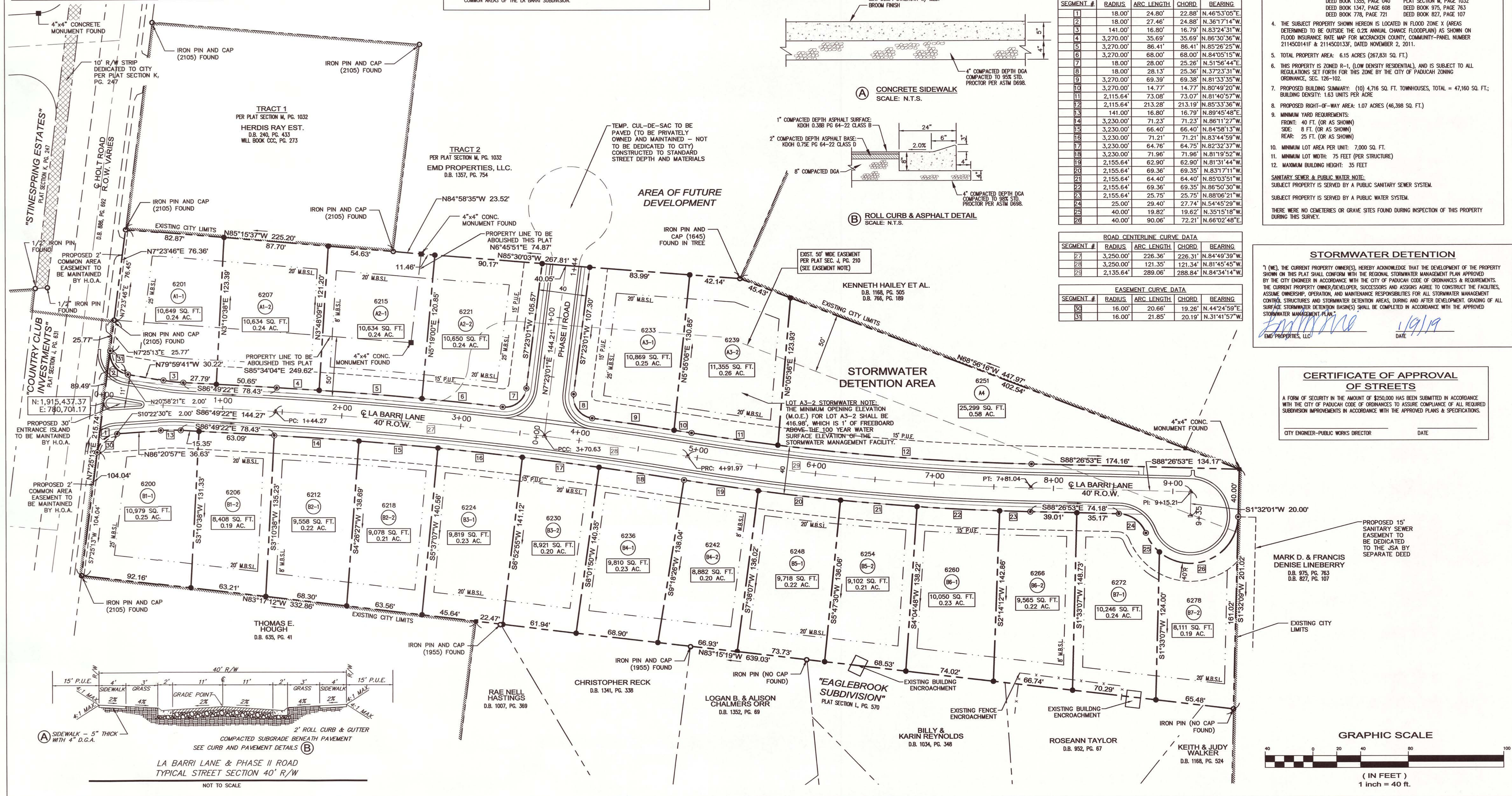
VICINITY MAP
NOT TO SCALE

GENERAL SITE NOTES:

- CLIENT: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KENTUCKY 42001
- PROPERTY OWNERS: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KENTUCKY 42001
- DEED REFERENCE: DEED BOOK 1357, PAGE 754
DEED BOOK 1347, PAGE 608
DEED BOOK 778, PAGE 721
- THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY, COMMUNITY-PANEL NUMBER 2114500141F & 2114500133F, DATED NOVEMBER 2, 2011.
- TOTAL PROPERTY AREA: 6.15 ACRES (267,831 SQ. FT.)
- THIS PROPERTY IS ZONED R-1 (LOW DENSITY RESIDENTIAL), AND IS SUBJECT TO ALL REGULATIONS SET FORTH FOR THIS ZONE BY THE CITY OF PADUCAH ZONING ORDINANCE, SEC. 102-102.
- PROPOSED BUILDING SUMMARY: (10) 4,716 SQ. FT. TOWNHOUSES, TOTAL = 47,160 SQ. FT.; BUILDING DENSITY: 1.63 UNITS PER ACRE
- PROPOSED RIGHT-OF-WAY AREA: 1.07 ACRES (46,398 SQ. FT.)
- MINIMUM YARD REQUIREMENTS:
FRONT: 40 FT. (OR AS SHOWN)
SIDE: 8 FT. (OR AS SHOWN)
REAR: 25 FT. (OR AS SHOWN)
- MINIMUM LOT AREA PER UNIT: 7,000 SQ. FT.
- MINIMUM LOT WIDTH: 75 FEET (PER STRUCTURE)
- MAXIMUM BUILDING HEIGHT: 35 FEET

SANITARY SEWER & PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED BY A PUBLIC SANITARY SEWER SYSTEM.
SUBJECT PROPERTY IS SERVED BY A PUBLIC WATER SYSTEM.

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





CITY OF PADUCAH

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

Rick Murphy, P.E.
City Engineer & Public Works Director

Phone: (270) 444-8511
Fax: (270) 444-8689

September 17, 2018

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

RE: Townhomes at Laberri Farm Subdivision

Dear Jason,

The subdivision plans, stormwater pollution prevention plan (SWPPP) and the stormwater management plan submitted for the above referenced subdivision have been reviewed and are approved, subject to the following conditions as stated below. In making these findings, the Engineering – Public Works Department has relied upon the engineer of record signature and seal on the submitted design plans for purposes of determining compliance with City of Paducah's ordinances. Nothing contained herein shall be construed as an assumption of liability by the City of Paducah Engineering – Public Works Department or a waiver of liability of the engineer who submitted the design plans if it is subsequently determined the engineer of record erred in his/her design calculations and/or application of various materials causing the design plans to become noncompliant with City ordinances.

GENERAL COMMENTS

1. The Developer will be responsible to employ a professional engineer to ensure the construction of all improvements required by the City of Paducah's Subdivision Ordinance are completed in accordance to the plans as approved by the City Engineer and in conformity with all applicable City standards. The Developer will be responsible for all field verifications and inspections and all costs incurred.
2. An Engineering Department's representative will be on site to periodically spot-check the construction in progress. The Engineering Department will not be held responsible for work that is not completed in accordance to the approved subdivision's construction plans.
3. **ALL** construction of public improvements to be dedicated to the City of Paducah, the quality of construction, materials, and testing shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction.
4. The Engineer of Record and the City Engineer shall approve all shop drawings, materials, etc. **prior to ordering/purchasing** these materials.
5. The responsibility of the construction of the improvements and the ownership and maintenance responsibilities during construction shall be those of the developer. Lack of installation of the



EQUAL OPPORTUNITY EMPLOYER

facilities in accordance with all City requirements will result in the subdivision not being accepted.

6. Prior to final acceptance of the subdivision, a licensed professional engineer must submit the certification that all required improvements were constructed in accordance with the approved plans, specifications, and subdivision ordinance.
7. A one-year warranty period will begin for the entire system on the date of the acceptance letter of the City Engineer.
8. A final set of Construction As-Built plans shall be submitted at the completion of the project. Electronic media submittals are acceptable.
9. It shall be understood the City reserves the right to make field corrections as a result of inadvertent oversights, deficiencies or unforeseen errors to the plans as made evident during construction of any project. It shall also be understood all financial responsibilities resulting from said field revisions will not include the City of Paducah's participation. If any revisions are required, said revisions shall be completed under the direct supervision and approval of the City Engineer's Office.
10. The approval herein shall not in any manner be interpreted as being any type of approval, statement or warranty concerning the location and/or extension of the depicted utility services. The Property Owner/Developer shall be responsible for obtaining the necessary approvals and permits for connections/extensions of utility services through the various utility companies. The approval of this site plan shall be construed as being in conformance with City Ordinance for the site plan requirements.

ROADWAY - CURB AND GUTTER

1. The developer's engineer/developer/contractor shall notify the City Engineer's office **48 Hours** in advance of the following construction procedures:
 - a. Prior to the placing the D.G.A. Sub-base on any soil subgrade. (Proof rolling required)
 - b. Prior to pouring any curb and gutter placement. (Verification of positive drainage)
 - c. Prior to any asphalt base placement. (Proof rolling required)
2. Traffic control shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
3. **Once field staking has been completed**, the Engineer/Contractor shall notify the City Engineer's office for approval prior to constructing the curb and gutter.
4. When the contractor feels the DGA is ready for final inspection, this office will verify the prepared surface allows for the designed cross slope, as well as consistent and proper depth of asphalt.
5. No more than 24 hours immediately prior to paving, facilitate a proof roll utilizing, at minimum, a tandem truck with at least 20 tons.
6. **At the time of completion of the curb and gutter**, the Engineer/Contractor shall notify the City Engineer's office for approval of the work completed **prior to the placement of asphalt.**
7. Any pavement and/or curb and gutter grading resulting in water standing will be rejected, and corrected immediately. All costs associated with any necessary corrections shall be born by the developer. The City will not be responsible for any oversights made by the engineers or contractors.
8. All trench backfill within the City of Paducah's right of way shall be in accordance with the City of Paducah's Utility Roadway Trench Detail.

9. **Trench Backfill for sanitary sewer and water line** - 80 psi Flowable fill required if roadway is paved immediately following installation of roadway base. However, if roadway base is allowed to settle for a time period approved by the City Engineer, Flowable Fill will not be required and DGA can be used for backfill.
10. Verification of all required testing and inspection reports shall be submitted to this office by the Developer's Engineer to verify compliance of the approved construction of all public infrastructure. The Developer's Engineer shall also submit verification of all required testing and inspection reports to the appropriate public and private agencies to verify compliance of the construction.
11. Existing roadways damaged during construction shall be repaired to the City Engineer's satisfaction when construction is complete.
12. Prior to any deviation from the approved plans or specifications during construction, approval shall be obtained from the City Engineer in writing.

PUBLIC UTILITIES

1. The Property Owner/Developer shall be responsible for obtaining the necessary approvals and permits for connections/extensions of utility services through the various utility companies.
2. Verification of all required testing, inspection reports and certifications shall be submitted to the appropriate public and private utility agencies by the Developer's Engineer to verify compliance of the approved construction.
3. A copy of the approval and acceptance by the public and private utility agencies shall be provided to the City Engineer prior to subdivision acceptance.

DRAINAGE & GRADING

1. Perpetuation of existing drainage not affected by the proposed project shall be maintained at all times.
2. All ditches disturbed during construction shall be returned to their original lines and grades. The improvement of this site shall not detour or obstruct the necessary drainage required.
3. Excelsior matting is required for the full length of the disturbance in the ditches located within the public right-of-way.

EROSION PREVENTION AND SEDIMENT CONTROL

1. Erosion control prevention measures shall be installed prior to stripping of topsoil and vegetative cover. If this is ignored, the project will be subject to being shut down immediately without notice. The project will not resume until proper silt protection has been installed and approved by the City Engineer's office. All potential erosion shall be controlled in such a manner so as to prevent any displacement of silt to the adjacent property owners, streams, and/or right of way. This control shall be implemented through proper installation of silt fence or straw bales during the construction duration and maintained until proper ground cover has been established.
2. All potential erosion shall be maintained and controlled within the development site. Erosion shall be controlled through proper installation and effective uses of erosion control devices, i.e. silt fences and inlet protection. Applicable erosion control devices/measures shall be perpetually maintained during the construction phase of this project until a proper vegetative ground cover is established. (The general contractor shall be solely responsible for all costs associated with any cleanup/restorations, but not limited to adjacent ditches,

creeks, streams, properties, and applicable fines direct and/or indirect should displacement of silt beyond the development site occur.)

EROSION PREVENTION AND SEDIMENT CONTROL APPROVAL

The Erosion Prevention and Sediment Control Plan dated July 16, 2018, submitted by Damon Turner, P.E. is approved in accordance with City of Paducah Code of Ordinances Chapter 50, Article IV "Erosion Prevention and Sediment Control" with the following conditions:

- All potential erosion shall be maintained and controlled within the development site in accordance with the approved EPSC plan.
- Applicable erosion control devices/measures shall be perpetually maintained during the construction phase of this project until a proper vegetative ground cover is established.

STORMWATER CONVEYANCE AND MANAGEMENT FACILITIES

In accordance with the requirements in City of Paducah Code of Ordinances Chapter 50 – Article III, Stormwater Conveyance and Management shall apply to the following:

STORMWATER MANAGEMENT PLAN APPROVAL

The Regional Stormwater Management Plan submitted for this subdivision on September 5, 2018 is approved in accordance with Section 50 Article III - "Stormwater Conveyance and Management" with the following conditions:

1. **Section 50-155 (7) Construction Certification:** "Prior to final approval of the development, the licensed professional engineer must submit certification that the storm water management and conveyance facilities were constructed in accordance with the approved plan. Final approval shall also provide evidence of the recording of all storm water conveyance and management facilities deed restrictions, easements and rights-of-way. Any request for deviation from the approved plan during construction shall be submitted to the city plan review staff in writing for approval."
2. The Engineer shall verify that the detention facility has positive drainage with side slopes being at least 3:1 for the purpose of maintenance.
3. The bottom of all detention basins shall be graded/sloped with a 1% grade directly to the outlet point to allow for continuous drainage. No flat bottom detention ponds will be accepted. The ENTIRE detention pond shall be maintained in a "LAWN STATE" for the duration of the detention pond.

SUBDIVISION PLAT PROCESS

1. Prior to proceeding to the Board of Commission, the developer will need submit a form of Security to cover the cost of public improvements in accordance with the City of Paducah Ordinance requirements in the amount of \$250,000.00 to be submitted to the City Engineer's office. The security may be in the form of an Irrevocable Letter of Credit, a Subdivision Bond, or an Escrow Agreement sufficient to complete the improvements and installations that are proposed to be dedicated to the City.
2. After receipt of the required Security, the subdivision final plat will be considered by the Board of Commissioners for acceptance of the dedicated right of way and public easements.
3. Subsequent to approval by the Board of Commissioners, the Final Plat of Subdivision will need to be recorded at the McCracken County Clerk's office.

PUBLIC IMPROVEMENT COMPLETION & ACCEPTANCE PROCESS

1. Subsequent to completion of the subdivision construction, a licensed professional engineer must submit a letter to the City Engineer stating that all required subdivision improvements, including all public improvements, monumentation, stormwater management system, etc., were constructed in accordance with the approved plans, specifications, and City of Paducah's Subdivision Ordinance.
2. Following receipt of the correspondence from the licensed professional engineer of the completion of the subdivision, a walk-through inspection can be scheduled. The notification of the walk-through meeting date and time shall be addressed to all parties concerned in writing.
3. Subsequent to the walk-thru, if all necessary items have been completed by the developer, a letter will be issued by this office stating that all improvements required by the City of Paducah's Subdivision Ordinance have been completed in conformity with all City standards. A one- year warranty period will begin for the entire system on the date of the acceptance letter.
4. Until full subdivision acceptance by the City, the responsibility of the construction of the improvements and the ownership along with all maintenance responsibilities shall be those of the developer. Lack of installation of the facilities in accordance with all City requirements will result in the subdivision not being accepted.

FOLLOW-UP - CONCLUSIONS

We would like to note that the responsibility of the construction improvements and the ownership and maintenance responsibilities during construction shall be those of the engineer of record, contractor, and developer. Failure to comply with noted conditions outlined herein may result with the development to become unacceptable until such time as potential deficiencies are addressed.

If you have any questions regarding this matter, please call.

Sincerely,



Rick Murphy, P.E.
City Engineer-Public Works Director

cc: James Arndt, City Manager
Tammara Tracy, Planning Director
Liz Domé, Developer
Eric Hickman, P.E., Stormwater & Drainage Engineer

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 1720 AND 1740 NEW HOLT ROAD.

WHEREAS, a public hearing was held on April 23, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, all matters regarding the final plat have been made known to the Commission, and

WHEREAS, a final plat of said subdivision has been submitted to the Paducah Planning Commission, being entitled Townhomes at Labetti Farm.

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

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners the adoption of the 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. That said plat shall be released for recording purposes after favorable action by the Mayor and Commission upon this report.

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.


Cathy Crecelius, Chair

Adopted by the Paducah Planning Commission on September 17, 2018

RECEIVED

JAN 14 2019

ENGINEERING
DEPARTMENT

JAN 12 1970

Agenda Action Form

Paducah City Commission

Meeting Date: February 12, 2019

Short Title: Approve Contract with Innovations Branding House - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: The City is proposing to contract with Innovations Branding House for community engagement with the Strategic Plan. The agreement will include a 3 - 4 month public launch of our initiatives. After the initial launch, Innovations Branding House will lead quarterly campaigns to promote the plan, our accomplishments and ways to get involved. We are calling this "Our Paducah". The cost is \$20,000 in FY19 for the initial launch and \$36,000 in FY20 for the quarterly campaigns. The costs include a website, videos, design of printed materials, and social media content.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): All

Funds Available: Account Name: Mayor & Commission Promotions

Account Number: 10000102-539090

Staff Recommendation: Approve the contract with Innovations Branding House for \$20,000 in FY19 and \$36,000 in FY20.

Attachments:

1. Ordinance
2. IBH Procurement Memo
3. IBH Signed Agreement 02062019

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND INTEGRATED VISUALIZATION SYSTEMS, INC., D/B/A INNOVATIONS BRANDING HOUSE, FOR WEBSITE, VIDEOS, DESIGN OF PRINTED MATERIALS AND SOCIAL MEDIA CONTENT RELATED TO THE CITY'S STRATEGIC PLAN INITIATIVES IN AN AMOUNT NOT TO EXCEED \$20,000 FOR FISCAL YEAR 2019 AND \$36,000 FOR FISCAL YEAR 2020; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Paducah desires to engage the community in the City's Strategic Plan with a program called "Our Paducah"; and

WHEREAS, the City of Paducah desires to contract with Integrated Visualization Systems, Inc. d/b/a Innovations Branding House for website, videos, design of printed materials, and social media content for the initial launch of the project and for ongoing projects associated with the Strategic Plan; and

WHEREAS, a written determination has been made by the City Manager that this contract is for professional services and will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(3).

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Agreement in substantially the form attached hereto **Exhibit A**, between the City of Paducah and Integrated Visualization Systems, Inc. d/b/a Innovations Branding House for services related to community engagement with the City's Strategic Plan in an amount of \$20,000 in FY2019 for the initial launch plus four quarterly installments not to exceed \$9,000 each during FY2020 for ongoing projects and authorizes the Mayor to execute said Agreement.

SECTION 2. Expenditures. The expenditure shall be charged to the Mayor & Commission Promotions Account, account number 10000102-539090.

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 12, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay R. Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

Word\agree-Innovations Branding House – Our Paducah – Strategic Plan

Exhibit A

215862

CITY OF PADUCAH SERVICE AGREEMENT

This Agreement is made this 24 day of Feb, 2019, by and between **CITY OF PADUCAH** of P.O. Box 2267, Paducah, Kentucky 42002-2267, a municipal corporation, (hereinafter referred to as “City”) and **INTEGRATED VISUALIZATION SYSTEMS, INC. d/b/a INNOVATIONS BRANDING HOUSE** of 612 Broadway, Paducah, KY 42001 (hereinafter referred to as “Innovations”).

WITNESSETH:

WHEREAS, Innovations Branding House is a full service branding provider; and

WHEREAS, City wishes to contract with Innovations for services; and

WHEREAS, it is the express intent of the parties hereto to enter into a contractual agreement which will set out the terms, conditions, and covenants of the parties’ contractual relationship; and

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions herein set forth and contained, Innovations and City agree as follows:

1. **SERVICES.** Innovations provides and performs services, which includes but is not limited to, business branding, graphic design, logo development, website development, website hosting, social media, video production, photography, tradeshow display creation and 3D illustration.

By signing this agreement, City hereby creates an account with Innovations for the purchase of services. Attached to this agreement as *Exhibit A* is the project proposal describing the scope of work between Innovations and City.

All services and work shall be provided and performed in a workmanlike and professional manner and shall be diligently and timely completed. The Initial Projects, listed within *Exhibit A*, shall be completed by June 30, 2019. Upon completion of the Initial Projects, Quarterly Projects will begin each quarter, beginning July 1, 2019, and be completed within the end of the quarter, with the first Quarterly Project to be completed by September 30, 2019.

2. **TERM.** The initial term of this Agreement is four (4) months, commencing on the Effective Date of this Agreement. The Effective Date of this Agreement will begin March 1, 2019 and ending on June 30, 2019. Upon the end of the initial four (4) months, the term will be quarter-to-quarter, with the second term, following the initial term, beginning July 1, 2019. Thereafter each term will continue to be quarter-to-quarter. Either City or Innovations shall be permitted to terminate this agreement and end the relationship between City and Innovations by providing thirty (30) days written notice to the other.

3. PAYMENT TERMS AND INVOICING PROCEDURES.

- (a) A detailed invoice for services rendered shall be sent by Innovations to City for services or projects rendered on at least a monthly basis. Invoices shall clearly display the corresponding Project for which services are rendered, including the quarter for which services are rendered, or for the Initial Project.
- (b) All invoice amounts are due within thirty (30) days after the date of any invoice. The payments shall be sent to Innovations' address above, or to such other address as Innovations shall designate, from time to time, by written notice.

4. PROPERTY OF CITY. Innovations hereby specifically acknowledges that all drawings, graphics, logos, websites, videos, photos, creative work and online designs created for City, are owned by the City and shall be copyright to the City.

5. COSTS OF SERVICE.

- (a) As full compensation for the performance of the Initial Project, listed within *Exhibit A*, City shall be pay to Innovations an amount not to exceed Twenty Thousand Dollars (\$20,000.00), which shall be paid within four (4) months from the Effective Date of this Agreement.
- (b) As compensation for Ongoing Quarterly Projects, listed within *Exhibit A*, City shall compensate Innovations at a rate not to exceed Nine Thousand Dollars (\$9,000.00) each quarter during the term of this Agreement, commencing on July 1, 2019.

6. INDEMNIFICATION. Innovations hereby specifically releases and discharges City and shall fully protect, indemnify, keep, save, and hold City harmless from any and all costs, charges, expenses, penalties, and damages imposed for the violation of any law or regulation of the United States, or Commonwealth of Kentucky caused by any act or omission of Innovations, their employees, agents, or contractors. This shall specifically include any cause of action caused by Innovations in which City is suggested to have infringed upon any copyrighted, trademarked, or patented material posted on said web site.

7. DEFAULT. Innovations agrees and understands that if it should fail to perform any services contracted for herein or abide by any condition or covenant herein stipulated or to fail to comply with any and all other provisions of this agreement, then in any of said cases, it shall be lawful for City, at its sole option, to declare Innovations to be in default of this agreement and to immediately terminate this agreement and cease rendering payment. Innovations agrees and understands that this option shall be at City's sole discretion and can be without any further notice to Innovations. Upon such

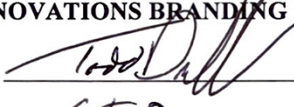
termination, all rights of Innovations shall immediately be forfeited. Innovations hereby understands and agrees that the actions taken by City to terminate this agreement shall not incur any liability to City for damages, economic or otherwise.

8. ENTIRETY. This Agreement contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

9. CHOICE OF LAW. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, both as to its interpretation and enforcement. Venue shall be in McCracken County, Kentucky.

10. EFFECTIVE DATE. The effective date of this Agreement shall be the date first written above.

INNOVATIONS BRANDING HOUSE:

By: 

Title: CEO

Date: 2/5/19

CITY OF PADUCAH:

By: _____

Title: _____

Date: _____

EXHIBIT A

**CITY OF PADUCAH SERVICE AGREEMENT
WITH INNOVATIONS BRANDING HOUSE
DATED 2/5/19, 2019**

Below is a non-exhaustive description of scope of work to be completed by Innovations for the City of Paducah.

Initial Projects:

- “Our Paducah” Branding
 - Branding, design, photography, video
- Strategic Plan Book
 - Online & printed
- Design/Create Website/Landing Page
 - Develop structure of information, content and graphics
- Finalize Key Vision and Performance Area document
 - Goals, progress, completed projects, timelines
- Social Media Plan for the launch of Website
 - Creation of social media posts
- Create launch video
 - Script for each Key Vision and Performance Area
 - Determine locations
 - Storyboard
- Integrate new plan with current communication tools of city
 - Emails, Newsletter, Mayor FB posts, social media, press releases
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 - Develop materials for employees
 - Reference cards, informational posters with actionable quotes
 - Letters (email and standard letters)
 - Meeting with department heads to introduce “Our Paducah”

Ongoing Projects:

- Campaigns
 - WIN action items are the priority
 - Determine strategic plan engagement methods
- Design
 - Direct mail, posters, social media, press release, video
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 - WIN action item priority
 - Design one sheet overview to highlight progress made in each performance area for the month. Visual elements to quickly educate. Digital and print for internal and external use
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 - Graphics for City of Paducah to use
 - Templates for strategic vision
 - Posts that educating public on performance areas and progress
 - Action item posts – explaining how to get involved
- Emails & Newsletter
 - Monthly email focusing on progress



CITY OF PADUCAH
CITY MANAGER'S OFFICE
CITY HALL, 300 SOUTH 5TH STREET
PADUCAH, KY 42001 • (270) 444-8503

MEMORANDUM

TO: Board of Commissioners

FROM: James Arndt, City Manager
Michelle Smolen, Assistant City Manager

DATE: February 5, 2019

RE: Innovations Branding House Non-Competitive Determination

The City of Paducah is proposing to enter into a professional services contract with Innovations Branding House for community engagement with the strategic plan. The contract is for \$20,000 in fiscal year 2019 and \$36,000 in fiscal year 2020. This contract is for professional services and will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(3).

CITY OF PADUCAH SERVICE AGREEMENT

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WITNESSETH:

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termination, all rights of Innovations shall immediately be forfeited. Innovations hereby understands and agrees that the actions taken by City to terminate this agreement shall not incur any liability to City for damages, economic or otherwise.

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INNOVATIONS BRANDING HOUSE:

By: 

Title: CEO

Date: 2/5/19

CITY OF PADUCAH:

By: _____

Title: _____

Date: _____

EXHIBIT A**CITY OF PADUCAH SERVICE AGREEMENT
WITH INNOVATIONS BRANDING HOUSE
DATED 2/5/19, 2019**

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