



Amended 11-23-20

**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 24, 2020
5:30 PM
VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.
The Mayor will call on you to speak during the Public Comments section of the Agenda*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

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 November 10, 2020
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Accept donation of property at 1331 Broadway - B LAIRD
	II.	<u>MUNICIPAL ORDER(S)</u>
	A.	Approval of Tolling Agreement between Jim Smith Contracting Company, LLC, JSC Terminal, LLC and City Paducah - R MURPHY
	B.	<u>Approve Artwork Design for Water Tank - G WATKINS</u>
	III.	<u>ORDINANCE(S) - ADOPTION</u>
	A.	Consensual Annexation of 3660 Olivet Church Road - T TRACY
	B.	Professional Services Contract with BFW Engineering, Inc. for South 25th Street Project for \$89,180.00 with the option of South 24th Street Project for \$70,959.00 - R MURPHY

		C. Amendment in the amount of \$81,500 to Professional Engineering Service Agreement with HDR Engineering, Inc. for the City's Flood Control Pump Stations #2 and #9 - R MURPHY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Closure of Two Alleys Extending West of Northview Street Onto the Paducah-McCracken County Joint Sewer Agency Property Located at 621 Northview Street - R MURPHY
	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>

November 10, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 10, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City's You Tube channel for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

PRESENTATION

Public Information Officer Pam Spencer, offered the following summary of the presentation by Sharon Poat of Midtown Alliance of Neighbors:

“Executive Director Sharon Poat with the Midtown Alliance of Neighbors provided an update to the Paducah Board of Commissioners. Midtown Alliance of Neighbors is a 501(c)(3) that began in 2008 out of the City’s revitalization efforts in the Fountain Avenue Neighborhood. Since that time, Midtown Alliance has been involved in a variety of initiatives to support potential and current homeowners including neighborhood workshops, the cleanout and maintenance of city-owned properties to prepare them for new owners, the salvaging of building materials, repair affair events, and rehabilitation assistance for low-to-moderate income homeowners. Poat said, “What has happened here with neighborhood revitalization is a model for other communities to follow.” New programming for Midtown Alliance includes the quest to become designated as a Community Housing Development Organization (CHDO) which would qualify Midtown Alliance for housing funding. In 2019, Midtown Alliance also launched the Fountain Avenue Neighborhood Homebuyer program with homes under construction and to be constructed at the corner of North 14th and Harrison streets near the Pat & Jim Brockenborough Rotary Health Park. Poat also outlined the City’s catalyst funding over the past few fiscal years and how the funds have been assisting Midtown Alliance’s mission.”

CONSENT AGENDA

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

I(A)	Approve Minutes for the October 27, 2020 Paducah Board of Commissioners Meeting
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November 10, 2020

I(B)	Receive and File Documents: <u>Minute File:</u> 1. Notice of Meeting of the Board of Commissioners – October 27, 2020 2. Resolution – Action Taken at March 31, 2020 Board Meeting – FEMA – Flood and Severe Weather Events <u>Contract File:</u> 1. Contract For Services FY 2021 - Yeiser Art Center – signed by CM 2. Contract For Services FY 2021 - National Quilt Museum – signed by CM 3. Contract For Services FY 2021 - River Heritage Museum d/b/a River Discover Center – signed by CM 4. Contract For Services FY 2021 - Market House Theatre – signed by CM 5. Contract For Services FY 2021 – Paducah Symphony Orchestra – signed by CM 6. Contract For Services FY 2021 – Uppertown Heritage Foundation d/b/a Metropolitan Hotel – signed by CM 7. Contract For Services FY2021 – Paducah Art House Alliance d/b/a Maiden Alley Cinema – signed by CM 8. Contract For Services FY2021 – Community Ministries, d/b/a Community Kitchen – signed by CM 9. Contract for Health, Vision and Dental Benefit Plan Premiums for 2021 – Anthem Blue Cross Blue Shield – MO #2394 10. Contract For Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield – Peel & Holland – MO #2396 11. 911 Communications Services Agreement Between City of Paducah and Melber New Hope Fire District – MO #2399 <u>Financials File:</u> 1. Paducah Water Works – ending September 30, 2020
I(C)	Personnel Actions
I(D)	Appointment of Lucas Bremer and James (J.T.) Crawford to the Main Street Board. Said respective terms shall expire November 10, 2024
I(E)	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 MO #2403; BK 11
I(F)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 729 SOUTH 13 TH STREET FROM LUVERTA SHAW TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE MO #2404; BK 11
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF \$120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES MO #2405; BK 11
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2020 KENTUCKY FIRE COMMISSION THERMAL

November 10, 2020

	IMAGING GRANT IN THE AMOUNT OF \$3,200 FOR PURCHASE OF A THERMAL VISION SYSTEM, ACCEPTING ANY GRANT FUNDS AWARDED BY THE KENTUCKY FIRE COMMISSION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME MO #2406; BK 11
I(I)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2021 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME MO #2407; BK 11
I(J)	A MUNICIPAL ORDER AUTHORIZING PAYMENT TO THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY FOR TAX INCREMENT FINANCING (TIF) CONSULTANT SERVICES, IN AN AMOUNT OF \$25,000 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME MO #2408; BK 11

Mayor Harless offered motion, seconded by Commissioner McElroy, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5)

ORDINANCE INTRODUCTIONS

CONSENSUAL ANNEXATION OF 3660 OLIVET CHURCH ROAD

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS." This ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 3660 Olivet Church Road, containing 0.9284 acres, more or less.

PROFESSIONAL SERVICES CONTRACT WITH BFW ENGINEERING, INC., FOR SOUTH 25TH STREET PROJECT FOR \$89,180 WITH THE OPTION OF SOUTH 24TH STREET PROJECT FOR \$70,595

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC., IN AN AMOUNT OF \$89,180 FOR ENGINEERING SERVICES RELATED TO THE SOUTH 25TH STREET IMPROVEMENT PROJECT, AUTHORIZING THE ENGINEERING DEPARTMENT TO EXERCISE OPTION B FOR PROJECT IN THE AMOUNT OF \$70,595 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS RELATING TO SAME." This ordinance authorizes and approves the execution of an Agreement for engineering services related to the South 25th Street

November 10, 2020

Improvement Project between the City of Paducah and Bacon, Farmer and Workman Engineering & Testing, Inc., in an amount of \$89,180 and further authorizes the Engineering Department to exercise Option B as proposed by Bacon, Farmer Workman Engineering & Testing, Inc., for the South 24th Street Project in an amount of \$70,595.

AMENDMENT IN THE AMOUNT OF \$81,500 TO PROFESSIONAL ENGINEERING SERVICE AGREEMENT WITH HDR ENGINEERING, INC., FOR THE CITY'S FLOOD CONTROL PUMP STATION #2 AND #9

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR FLOOD CONTROL PUMP STATIONS #2 AND #9 WITH HDR ENGINEERING, INC. TO REFLECT AN EXPANDED CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE AND TO INCREASE THE AGREEMENT IN AN AMOUNT OF \$81,500 FOR A NEW TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$439,662.00; AND AUTHORIZING THE EXECUTION OF SAID SECOND AMENDMENT." This ordinance approves the Second Amendment to the Professional Service Agreement with HDR Engineering, Inc., for an increase in the amount of \$81,500 for expanded construction administration and inspection services for flood control pump stations #2 and #9 resulting in a total agreement cost of \$439,662.00.

COMMENTS BY CITY MANAGER

- Plaques have been ordered to honor outgoing members of the Board of Commissioners.
- Virtual Leadership Team Retreat will be Friday afternoon.
- Veterans Day Festivities Wednesday, November 11. The City has fifty employees who have or continue to serve in the military. Flag Raising will take place at 6:00 a.m. at the Riverfront.
- Taking steps to tighten up COVID-19 precautions at City Hall as cases continue to rise in our community.

EXECUTIVE SESSION

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

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

Adopted on call of the roll yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

RECONVENE IN OPEN SESSION

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Paducah Board of Commissioners reconvene in open session.

November 10, 2020

Adopted on call of the roll yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 7:27 p.m.

ADOPTED: November 24, 2020.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

November 24, 2020

Minute File:

1. Notice of Meeting of the Board of Commissioners of the City of Paducah, Kentucky for meeting dated November 10, 2020
2. Letter to Bryan Kent regarding Touchdown and Tunes Noise variance dated October 29, 2020

Contract File:

1. Renewal Lease Agreement between City of Paducah and Forest Hills Village, Inc. **ORD 2020-10-8659**
2. Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland – **MO #2395**
3. Contract For Services for FY 2021 – Sprocket, Inc. \$40,000 – **MO #2400**
4. Employment Agreement between City of Paducah and Amie Clark – Director of Parks and Recreation – **MO #2401**
5. Contract For Services FY 2021 – Barkley Regional Airport Authority - \$120,000 – **MO #2405**

Financials File:

1. Financial Statement for Transit Authority of the City of Paducah – Year ended June 30, 2020

Bids File:

1. Bid For Police Uniforms – Galls, LLC – **MO #2403**

CITY OF PADUCAH
November 24, 2020

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

Michelle Smolen

City Manager's Office Signature

11/19/2020

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 24, 2020**

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>ADMINISTRATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Arndt, James	City Manager \$72.74/hr	City Manager \$74.92/hr	NCS	Ex	November 19, 2020
<u>HUMAN RESOURCES</u>					
Culkin, Chanlor	HR Generalist \$20.08/hr	HR Generalist \$20.68/hr	NCS	Ex	November 19, 2020
Stray, Jemkka	HR Generalist \$20.71/hr	HR Generalist \$21.12/hr	NCS	Ex	November 19, 2020
<u>E911</u>					
Goins, Stephanie	Telecommunicator \$22.56/hr	Interim Shift Supervisor \$23.69/hr	NCS	Non-Ex	December 3, 2020
<u>PUBLIC WORKS</u>					
Collins, Deborah	Administrative Assistant \$18.45/hr	Senior Administrative Assistant \$19.37/hr	NCS	Non-Ex	November 5, 2020

TERMINATIONS - FULL-TIME (F/T)

<u>PLANNING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
McEwen, Lasica L.	Housing Coordinator	Position moved to Paducah Housing Authority	November 30, 2020
<u>PUBLIC WORKS</u>			
Noble, Rickie	ROW - Streets	Resignation	November 17, 2020

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Steward, Alexis	Recreation Leader	Resignation	November 3, 2020
Wallace, Michael L.	Park Ranger	Resignation	November 9, 2020

Agenda Action Form

Paducah City Commission

Meeting Date: November 24, 2020

Short Title: Accept donation of property at 1331 Broadway - **B LAIRD**

Category: Municipal Order

Staff Work By: Brian Laird

Presentation By: Brian Laird

Background Information: Computer Services Inc. (CSI) wants to donate this parcel of property to the City of Paducah for use by the police department. The parcel (1331 Broadway) is directly across the street from the Police Department and would allow for the creation of more parking spaces.

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 the Mayor to sign the deed transferring 1331 Broadway to the City of Paducah.

Attachments:

1. MO - prop donated-1331 Broadway

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL
PROPERTY LOCATED AT 1331 BROADWAY TO THE CITY OF PADUCAH, AND
AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE FOR
SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the donation of real
property located at 1331 Broadway, Paducah, KY, owned by Computer Services, Inc.
(CSI) for use by the Police Department. The parcel (1331 Broadway) is directly across
the street from the Police Department and would allow for the creation of more parking
spaces.

SECTION 2. The Mayor is hereby authorized to execute a Deed of
Conveyance between Computer Services, Inc. (CSI) and the City of Paducah to transfer
the real property to the City.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 24, 2020
Recorded by Lindsay Parish, Clerk, November 24, 2020
\\mo\prop donated-1331 Broadway

Agenda Action Form

Paducah City Commission

Meeting Date: November 24, 2020

Short Title: Approval of Tolling Agreement between Jim Smith Contracting Company, LLC, JSC Terminal, LLC and City Paducah - **R MURPHY**

Category: Municipal Order

Staff Work By: David Kelly, KKHB, Rick Murphy, Melanie Townsend

Presentation By: Rick Murphy

Background Information: In February 2019, Jim Smith Contracting, LLC sent a letter to the City stating its awareness of the continuing build up of silt and sediment adjacent to the Transient Dock. Since that time, the silt and sediment has migrated downstream toward JSC's pier and will likely interfere with JSC's ability to use the pier.

The City of Paducah is working on a dredging and/or remediation plan to alleviate the silt and sediment deposit. The City is working with Kentucky Division of Water, the United State Army Corps of Engineers, and the Federal Emergency Management Agency on the dredging/remediation plan.

JSC has requested a tolling agreement be entered into with the City of Paducah to prevent the expiration of any statute of limitations on any claims by JSC against the City while the City pursues the dredging/remediation plan.

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: Approve the Tolling Agreement between Jim Smith Contracting Company, LLC, JSC Terminal, LLC d/b/a Midwest Terminal and the City of Paducah and authorize and direct the Mayor to sign documents related to same.

Attachments:

1. MO agree – tolling Jim Smith Midwest Terminal
2. CoP_JSC_Midwest Terminal Tolling Agreement_FINAL 10.22.20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF
A TOLLING AGREEMENT BETWEEN THE CITY OF PADUCAH, JIM SMITH CONTRACTING
COMPANY LLC AND JSC TERMINAL LLC d/b/a MIDWEST TERMINAL

WHEREAS, Jim Smith Contracting Company LLC and JSC Terminal, LLC (hereafter the “Jim Smith Contracting Entities”) have provided notice to the City of Paducah (“City”) that buildup of silt and sediment was migrating from the City’s transient dock downstream toward a pier owned by the Jim Smith Contracting Entities and used to off load barges with asphalt product; and

WHEREAS, the Jim Smith Entities have further placed the City on notice that the continued migration of the silt and sediment will likely interfere with the Jim Smith Entities’ ability to make use of the pier and limit or interfere with barges seeking access to the pier; and

WHEREAS, the City is working on obtaining the necessary regulatory approval and funding for a dredging plan and/or remediation plan to alleviate the silt and sediment deposit; and

WHEREAS, the City believes it is beneficial to approve and authorize the execution of a Tolling Agreement with the Jim Smith Entities for the purpose of tolling the statute of limitations for asserting any legal claims between the parties regarding the cause or effect of the silt and sediment in the vicinity of the aforesaid pier.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized and directed to execute the Tolling Agreement with the Jim Smith Entities in substantially the form attached hereto as **Exhibit A** and made part hereof.

Section 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 24, 2020

Adopted by the Board of Commissioners, November 24, 2020

Recorded by City Clerk, November 24, 2020

TOLLING AGREEMENT

This Tolling Agreement ["Tolling Agreement" or "Agreement"] is entered into by and between **JIM SMITH CONTRACTING COMPANY, LLC**, a Kentucky limited liability company and **JSC TERMINAL, LLC d/b/a MIDWEST TERMINAL**, 1108 Dover Road, Grand Rivers, Kentucky [individually and collectively "JSC"] and **CITY OF PADUCAH, KENTUCKY**, P.O. Box 2267, Paducah, KY 42002-2267 ["City"].

WITNESSETH:

WHEREAS, at some point during 2016, the City became aware that, when the Ohio River was at summer pool elevation, a sediment deposit had formed at the bottom of the Ohio River near the City's transient boat dock; and

WHEREAS, JSC, via its legal counsel, sent a letter to the City dated February 22, 2019, whereby JSC stated that it had become aware that the continuing buildup of silt and sediment was approaching JSC's pier downstream from the City's transient boat dock, but that said silt and sediment had not yet crossed onto JSC's property; and

WHEREAS, since the above-referenced times, both JSC and the City are aware that the aforesaid silt and sediment has been steadily migrating downstream toward JSC's pier such that it will likely interfere with JSC's ability to make use of its pier and limit or interfere with barges seeking access to the pier; and

WHEREAS, the City is working on a dredging plan and/or remediation plan to alleviate said silt and sediment deposit with one or more of the Kentucky Division of Water, the United States Army Corps of Engineers, and the Federal Emergency Management Agency; and

WHEREAS, the City is continuing to work with the various regulatory agencies in an effort to obtain regulatory approval as well as necessary funding to perform the dredging plan and/or remediation plan; the City has no control over the timing required to obtain these regulatory approvals; and

WHEREAS, the parties desire that the City be given additional time to continue working on the aforementioned dredging plan and/or remediation plan as well as working with the aforesaid regulatory agencies; however, the parties are also aware that the statute of limitations on certain claims by JSC against the City related to the aforesaid buildup of silt and sediment might expire prior to the completion of the aforementioned dredging and/or remediation and the parties desire to extend and/or toll, by agreement, any statute of limitations that may expire on said claims, as more particularly described below;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, and in consideration for the forbearance to sue, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Tolling.** Any statute of limitations applicable to any and all claims and/or lawsuits that JSC may have against the City shall be tolled and suspended from the date of this Agreement until October 1, 2025. Notwithstanding the foregoing, this Agreement may be terminated earlier than the aforementioned expiration date by either party by written notice given to the other party, which termination shall occur sixty (60) days after actual delivery of said written notice to the other party, via United States mail or Federal Express, with signed delivery confirmation, at the above-mentioned addresses in the preamble to this agreement. Said written notice to the City shall be to the attention of its mayor. Said written notice to JSC shall be to the attention of its chief executive officer. Either party may change the designated person(s) or addresses(es) above by written notice, delivered in the same manner as provided above, to the designated person(s) for the other party.

2. **End of Tolling by Filing Action.** Either at or prior to termination of this Agreement, either party may proceed in any action with the furtherance of their claims or defenses, and the tolling period will expire after the commencement of said action, meaning that the period of tolling will no longer count to further extend any applicable statute of limitations.

3. **No Admission.** Nothing contained in this Agreement shall be deemed or considered an admission, acknowledgement or concession as to any facts relating to any claims or potential claims and this Agreement shall not be permitted to be used in any way whatsoever as evidence in support of any such claims, but shall only be used to establish the terms of this Agreement. For purposes of this Agreement, both parties are deemed to fully deny any claims or defenses of the other party.

4. **Additional Provisions.** The following additional provisions are integral to this Agreement: (a) This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. (b) Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing duly signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought. (c) A duplicate or copy of this Agreement shall be deemed to be an original; furthermore, this Agreement may be executed by each party upon a separate copy, and in such case, one counterpart of this Agreement shall consist of enough of such copies to reflect the signatures of all of the parties to this Agreement. (d) The singular form of words herein includes the plural and *vice versa*, the masculine form of words herein includes the feminine and *vice versa*, the capitalization of letters herein includes the lowercase and *vice versa*, the reference to either a person or an entity herein refers to all natural persons and also to sole proprietorships, corporations, partnerships, limited liability companies, or other business associations. (e) This Agreement and any dispute related to this Agreement and all rights, duties, and claims (whether contract, tort, statutory, regulatory, or any and all other claims) of all parties relating to the subject matter of this Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky. (f) If there is any dispute related to this Agreement then the parties agree that a court sitting in McCracken County, Kentucky shall have exclusive venue over any legal proceeding.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized representatives on the date(s) below.

[SIGNATURE LINES ON FOLLOWING PAGES]

BY: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY)
 : ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by **JIM SMITH CONTRACTING COMPANY, LLC** by and through its duly authorized representative, _____, on this the ____ day of _____, 2020.

NOTARY PUBLIC
STATE AT LARGE

My commission expires: _____
Notary ID Number: _____

BY: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY)
 : ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by **JSC TERMINAL, LLC d/b/a MIDWEST TERMINAL** by and through its duly authorized representative, _____, on this the _____ day of _____, 2020.

NOTARY PUBLIC
STATE AT LARGE

My commission expires: _____
Notary ID Number: _____

CITY OF PADUCAH, KENTUCKY

BY: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
 :ss.
COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me by **CITY OF PADUCAH, KENTUCKY, by and through its duly authorized representative,**
_____, on this the ____ day of _____, 2020.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE PROPOSED ARTWORK DESIGN FOR THE WATER TANK LOCATED BETWEEN MILE MARKERS ELEVEN (11) AND SIXTEEN (16) ON INTERSTATE-24 IN MCCRACKEN COUNTY AT THE REQUEST OF PADUCAH WATER AND MCCRACKEN COUNTY FISCAL COURT

WHEREAS, Paducah Water is the owner of a water tank located between mile markers eleven (11) and sixteen (16) on Interstate-24 in Paducah, McCracken County, Kentucky; and

WHEREAS, McCracken County (the “County”) desires to undertake the design and painting of new artwork on said water tank; and

WHEREAS, Paducah Water is agreeable to the painting of the artwork in accordance with the terms of the Agreement for Artwork Installation between the County and Paducah Water (the “Agreement”); and

WHEREAS, pursuant to the requirements of the Agreement, Paducah Water and the County have requested written approval of the artwork from the Paducah City Commission; and

WHEREAS, the City now desires to approve said artwork design for the water tank.

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

SECTION 1. That the City of Paducah hereby approves the artwork design for the water tank generally located between mile markers eleven (11) and sixteen (16) as attached hereto and made part hereof (Exhibit A).

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, Clerk, _____
\\mo\Unity Artwork Paducah Water Tank

EXHIBIT A
Proposed Artwork Design



**UNITED
WE
STAND**

Agenda Action Form

Paducah City Commission

Meeting Date: November 24, 2020

Short Title: Consensual Annexation of 3660 Olivet Church Road - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Tammara Tracy

Background Information: The property owner, Hutson, Inc., is requesting consensual annexation into the City in order to expand the existing business located adjacent to the property. The area proposed for annexation is a modest parcel that squares off a corner of the city boundary.

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

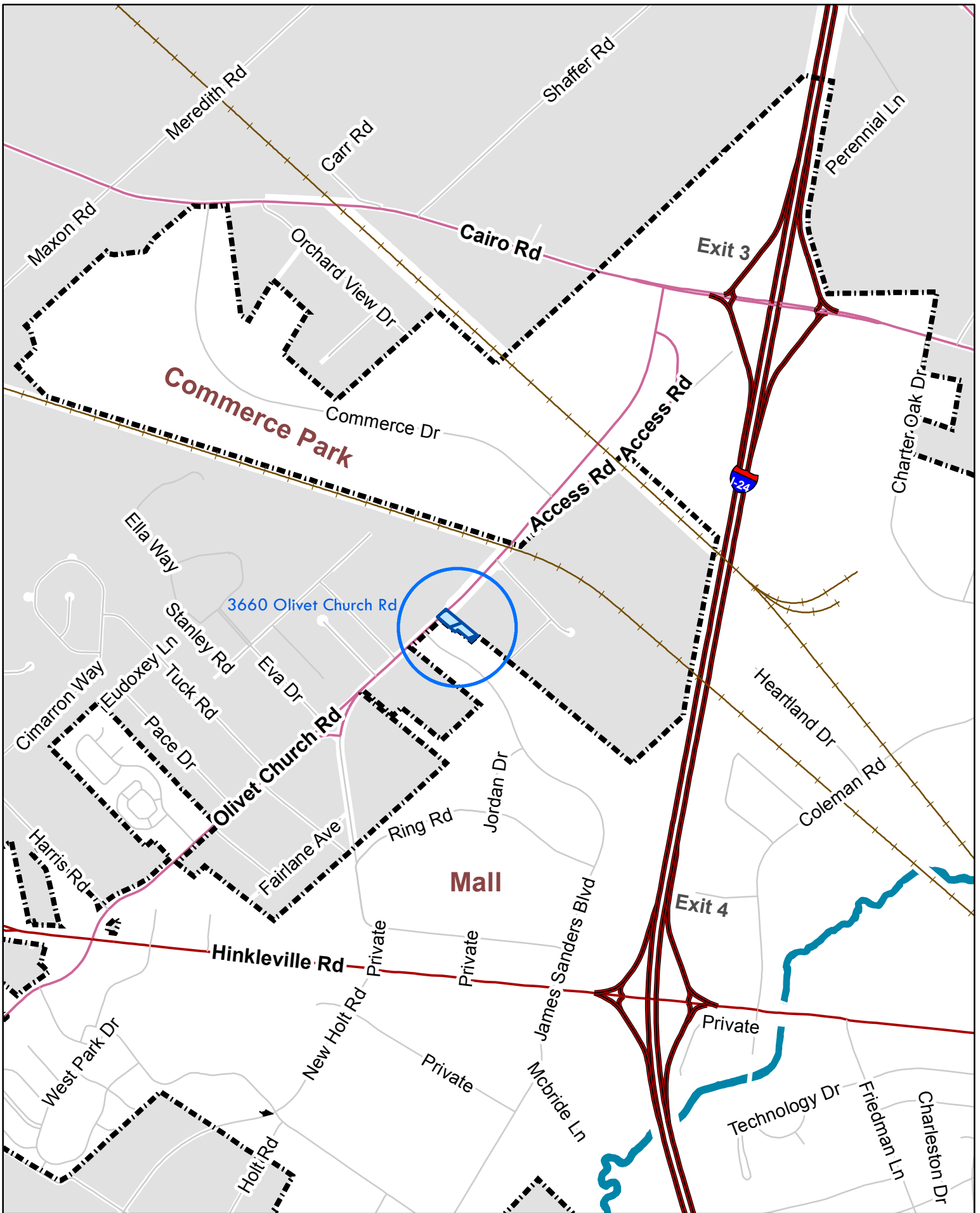
If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ANX2020-112 Base Map
2. ANX2020-112 Ordinance 3660 Olivet Church
3. Annexation request letter
4. ANX2020-112 Plat 3660 Olivet Church Road



Annexation Proposal ANX2020-112
3660 Olivet Church Rd

1,400 700 0 1,400 Feet



ORDINANCE NO. 2020-_____-_____

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

WHEREAS, the property, approximately 0.9284 acre of land located at 3660 Olivet Church Road, is contiguous to the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is urban in character and will be developed and expanded upon by the abutting business; and

WHEREAS, the owner, Hutson, Inc., has requested such annexation in writing to the Board of Commissioners; and

WHEREAS, said tracts of land are not within the boundary of another incorporated city.

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

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

LEGAL DESCRIPTION OF ANNEXATION

Hutson, Inc. Property

Being a 0.9284 acre tract of land situated in McCracken County, Kentucky, being the easterly portion of Olivet Church Road (Kentucky Highway 998) and lying on the easterly side of Olivet Church Road (Kentucky Highway 998) and more particularly described as follows:

Beginning at a ½” steel rod 24” long with plastic cap stamped “No. 3732” set in the easterly right of way of Olivet Church Road (Kentucky Highway 998) and being the westerly corner of the lands of Hutson, Inc., per deed book 1405, page 283, said point having coordinates of NORTH 1,927,557.60’, and EAST 781,941.71’ referenced to the Kentucky Coordinate System, South Zone (1602), North American Datum of 1983;

Thence from said point of beginning northwesterly crossing through a portion of Olivet Church Road (Kentucky Highway 998) along a new line created this survey, N75°28'49"W-49.98 feet to a reference point lying in the centerline of said road at approximately centerline station 11+54.48;

Thence northerly along the aforementioned centerline, N22°28'54"E-97.68 feet to a reference point lying in the centerline of said road at approximately centerline station 12+52.16 and a point of curvature;

Thence continuing along said centerline and following a curve to the right having a radius of 9,850.00 feet, a chord of N22°25'49"E-17.69 feet and an arc distance of 17.69 feet to a reference point lying in the centerline of said road at approximately centerline station 12+69.85;

Thence leaving said centerline southeasterly crossing through a portion of Olivet Church Road (Kentucky Highway 998) along a new line created this survey, S75°26'48"E-67.62 feet to a ½” steel rod 24” long with plastic cap stamped “No. 3732” set in the easterly right of way line of Olivet Church Road (Kentucky Highway 998) at the northerly corner of the lands of Hutson, Inc per deed book 1405, page 283 and the westerly corner of the lands of James P. and Hazel Lewis per deed book 361, page 410;

Thence easterly along the southerly line of the lands of James P. and Hazel Lewis per deed book 361, page 410, S75°26'48"E-336.45 feet to an existing 1/2" rebar with cap (illegible) located at the northwest corner of the lands of Falconite Real Estate Holdings LLC per deed book 1272, page 238 and a corner of the existing city limit line of the City of Paducah, Kentucky;

Thence southerly along the lands of Falconite Real Estate Holdings LLC and the existing city limits line, S23°00'25"W-84.41 feet to an existing 1/2" rebar with cap stamped "TOSH 2900" located at the northeast corner of the lands of E & H LLC per deed book 1243, page 124 and a corner of the existing city limit line of the City of Paducah, Kentucky;

Thence westerly continuing along the lands of E & H LLC and the existing city limits line the following three calls:

N75°28'37"W-184.53 feet to an existing 1/2" rebar with cap stamped "TOSH 2900";

S21°25'15"W-30.77 feet to an existing 1/2" rebar with cap stamped "TOSH 2900";

N75°28'49"W-169.37 feet **to point or place of beginning.**

The above described 0.9284 acre annexation parcel being a portion of the same property conveyed to Hutson, Inc., by deed dated March 5th, 2020 and recorded in deed book 1405, page 283 on March 9th, 2020 at 10:28 am in the McCracken County Clerk's Office.

The above described 0.9284 acre annexation parcel description is based on a survey conducted by Siteworx Survey & Design LLC.

All bearings are based on the Kentucky State Plane Coordinate System Kentucky South Zone 1602 NAD 83.

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and east boundaries.

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

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

SECTION 4. 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, November 10, 2020

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

K:\Planning\40 Land Use\Annexation\ANX2020-112 3660 Olivet Church Rd\ANX2020-112 Ordinance 3660 Olivet Church.docx

May 22, 2020

Mr. Josh Sommer
City of Paducah
Department of Planning
P. O. Box 2267
300 South 5th Street
Paducah, KY 42001-2267

**RE: *Request to Annex*
 3660 Olivet Church Road
 *Paducah, KY***

Dear Josh:

On behalf of the property owner, Hutson, Inc., we are requesting the property located at 3660 Olivet Church Road be annexed into the City of Paducah, and the zoning classification changed to B-3. Enclosed you will find ten copies of the Plat of Annexation along with a legal description of the property to be annexed. The total size of the property to be annexed is 0.928 acres.

Should you have any questions regarding these findings, or if you require any additional information, please feel free to contact me at (270) 366-1012.

Sincerely,
Siteworx Survey & Design, LLC



Jason L. Goins, P. E.
Principal

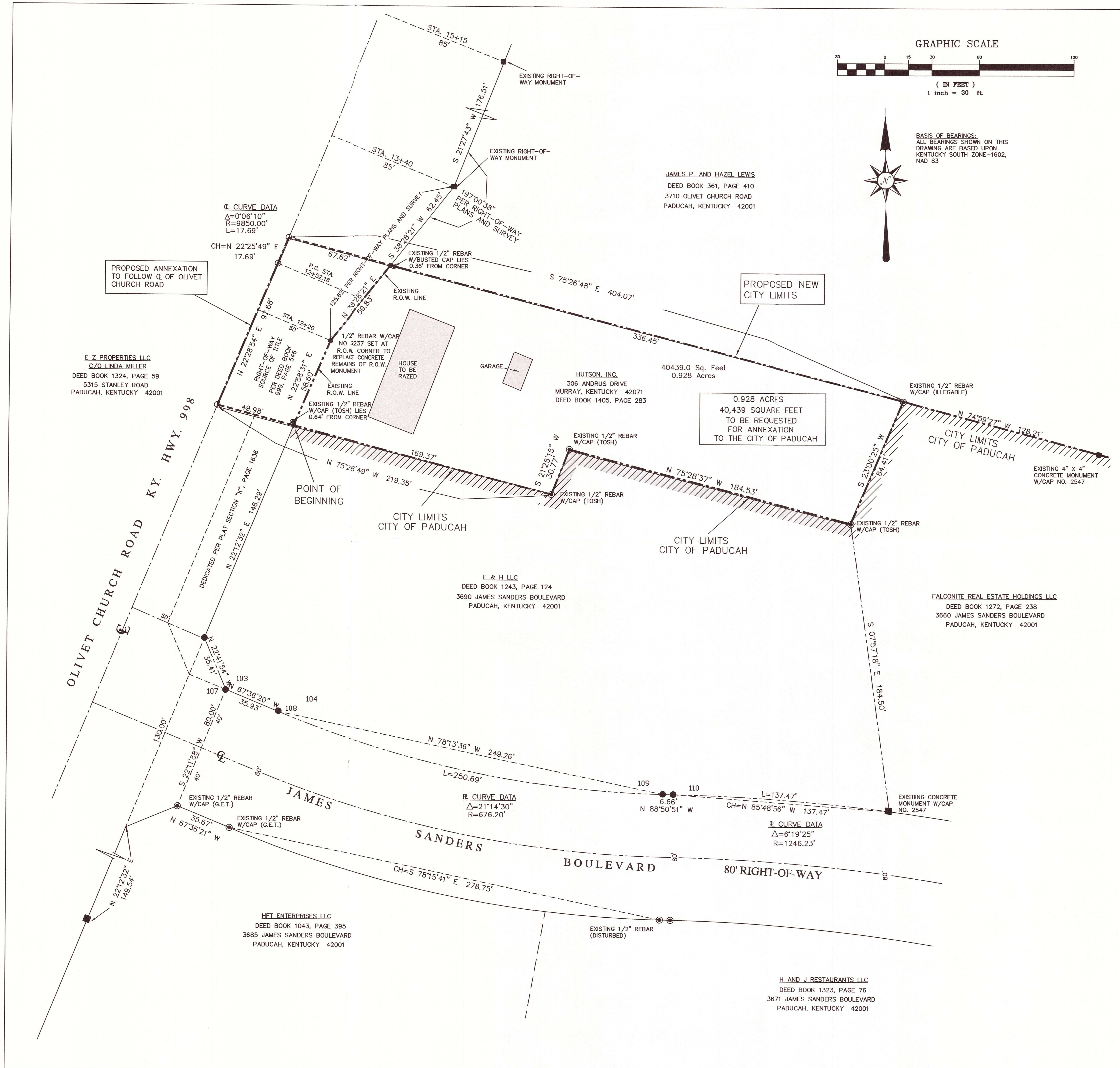
Hutson, Inc.



John Kees

RECEIVED
OCT 14 2020
NON
Planning Department

ANX 2020-112



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

PROPERTY OWNER:
HUTSON, INC.
305 ANDRUS DRIVE
MURRAY, KENTUCKY 42071

CLIENT:
URBAN FABRIC, PLLC
P. O. BOX 888
MURRAY, KENTUCKY 42071

SOURCE OF TITLE:
DEED BOOK 1405, PAGE 283
DEED BOOK 999, PAGE 546

THE RIGHTS-OF-WAY OF OLIVET CHURCH ROAD AND JAMES SANDERS BOULEVARD ARE BASED UPON INFORMATION SHOWN ON RECORD PLATS NOTED ON THIS DRAWING.

PROPERTY ZONE:

COMMERCIAL
THE PROPERTY SHOWN HEREON IS ZONED "C", COMMERCIAL ZONE, BY THE McCRACKEN COUNTY ZONING.

MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: NONE
SIDE YARD: NONE
BACK YARD: NONE

MINIMUM AREA REQUIREMENTS ARE AS FOLLOWS:

MINIMUM LOT AREA: NONE
MINIMUM LOT WIDTH: NONE
MAXIMUM BUILDING HEIGHT: NONE

CITY ZONE:

THE PROPERTY SHOWN IN THE CITY IS ZONED "B-3" GENERAL BUSINESS ZONE BY THE CITY OF PADUCAH ZONING.
THE PURPOSE OF THIS ZONE IS TO PROVIDE AN AREA FOR HIGH INTENSITY COMMERCIAL ACTIVITY OF A WHOLESALE NATURE AND TO ENSURE EASY HIGHWAY ACCESS FOR SUCH USES.

FRONT YARD: NONE
SIDE YARD: NONE
REAR YARD: NONE

FLOOD NOTE:

ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER 21145C0129F EFFECTIVE ON 11/02/2011.

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWER SYSTEM BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

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

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

THIS PROPERTY IS SUBJECT TO ANY EXISTING EASEMENTS, EITHER RECORDED OR NOT RECORDED.

LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3732" SET AT TIME OF SURVEY.
- ⊙ PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- PROPERTY LINE TO BE ABOLISHED
- NO CORNER SET
- ℙ PROPERTY LINE
- ℄ CENTERLINE
- R.O.W RIGHT-OF-WAY

NO VISIBLE EASEMENTS OR CLAIMS OF EASEMENTS WERE FOUND THROUGH PHYSICAL INSPECTION OF THE PROPERTY OTHER THAN THOSE SHOWN ON PLAT HEREON.

BOUNDARY LINES AND OR RIGHT-OF-WAY LINES WERE ESTABLISHED PER DEED RECORDS IN DIRECT CORRELATION WITH EXISTING MONUMENTS FOUND DURING A PHYSICAL INSPECTION AND OR SURVEY OF THE PROPERTY AND MAY NOT DEPICT ACTUAL RIGHTS OF OCCUPANCY.

Agenda Action Form

Paducah City Commission

Meeting Date: November 24, 2020

Short Title: Professional Services Contract with BFW Engineering, Inc. for South 25th Street Project for \$89,180.00 with the option of South 24th Street Project for \$70,959.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: On October 4, 2020, the Engineering Department published in the Paducah Sun a Request for Qualifications for engineering services related to the South 25th Street Improvement Project. Proposals were due on October 20, 2020. The Engineering Department received one Statement of Qualifications (SOQ) from BFW Engineering, Inc. The review committee consisted of Rick Murphy, Brandy Topper-Curtis, and Melanie Townsend. Each review team member reviewed the SOQ and determined that BFW Engineering, Inc submitted a responsive and qualifying SOQ.

On October 27, 2020, the review team spoke with BFW Engineering, Inc., to begin contract negotiations. After careful review, a contract was submitted to the review team by BFW Engineering, Inc. for \$89,180.00 for design services through construction procurement. Additionally, the city can utilize BFW Engineering, Inc. for engineering services related to a complementary project on South 24th Street. BFW Engineering, Inc. may perform engineering services for design through construction procurement on the South 24th Street project for a contracted amount of \$70,595.00.

The South 25th Street Improvement project is funded in part by a \$650,000 grant from state contingency funding.

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

If yes, please list the Action Step Item Codes(s): I-6: Design and construct pedestrian safety improvements

I-3: Stormwater utility management and mitigation

Funds Available: Account Name: S 25th St

Account Number: ST-0040

Staff Recommendation: Authorize the Mayor to execute the contract with BFW Engineering, Inc. for engineering design services for the South 25th Street project and authorize the Mayor to exercise the option to utilize BFW Engineering, Inc. for engineering design services for the South 24th Street project.

Attachments:

1. Ordinance BFW South 25th Street Improvement Project 2020
2. BFW 25th 24th St Fee Proposal as of 10-27-2020

ORDINANCE NO. 2020-_____-_____

AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC., IN AN AMOUNT OF \$89,180 FOR ENGINEERING SERVICES RELATED TO THE SOUTH 25TH STREET IMPROVEMENT PROJECT, AUTHORIZING THE ENGINEERING DEPARTMENT TO EXERCISE OPTION B FOR ENGINEERING SERVICES RELATED TO THE SOUTH 24TH STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$70,595 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS RELATING TO SAME

WHEREAS, on October 4, 2020, the Engineering Department published in the Paducah Sun a Request for Qualifications for engineering services related to the South 25th Street Improvement Project; and

WHEREAS, the Engineering Department received one responsive and qualifying Statement of Qualifications (SOQ) from BFW Engineering, Inc.; and

WHEREAS, after careful review and negotiations, a contract was submitted to the review team by BFW Engineering, Inc. for \$89,180.00 for design services through construction procurement relating to the South 25th Street Project; and

WHEREAS, BFW Engineering, Inc. offered an option for engineering services related to a complementary project for engineering design through construction procurement services relating to South 24th Street project for an amount of \$70,595.00; and

WHEREAS, it is desirable and in the best interest of the City to enter into an agreement with BFW Engineering, Inc. for the South 25th Street project and to authorize the Engineering Department to exercise the option related to the South 24th Street Project.

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

SECTION 1. The City hereby authorizes and approves an Agreement for Engineering services related to the South 25th Street Improvement Project between the City of Paducah and Bacon, Farmer and Workman Engineering & Testing, Inc., in an amount of \$89,180 and authorizes the Mayor to execute the Agreement.

SECTION 2. That the City of Paducah hereby authorizes the Engineering Department to exercise Option B as proposed by Bacon, Farmer Workman Engineering & Testing, Inc., for the South 24th Street Project in an amount of \$70,595 and authorizes the Mayor to execute the Agreement and all documents relating to same.

SECTION 3. The expenditures shall be charged to Project Account ST0040.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 10, 2020
Adopted by the Board of Commissioners, November ____, 2020
Recorded by Lindsay Parish, City Clerk, November ____, 2020
Published in the *Paducah Sun*, November ____, 2020
\\ORD\\eng\\agree-BFW South 25th Street Improvement Project



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

October 27, 2020

Mr. Rick Murphy, City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

RE: SCOPE OF WORK & PROPOSED ENGINEERING FEE for the Survey, Mobile LiDAR, and Roadway Design for the 25th & 24th Street Improvement Projects.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this Scope of Work to provide the engineering services for the referenced above.

The **SCOPE OF WORK** that will be performed by BFW Engineering:

FIELD SURVEY

- a. Establish Horizontal and Vertical Control for the project.
- b. Provide Mobile Lidar. Provide additional DTM (topo, obscured areas, pavement edges, ditches, etc...) to supplement the LIDAR. Collect additional stream and field data necessary for the storm sewer drainage outfall ditching.
- c. Provide Deed Research and establish the existing RW and adjacent property lines and determine parcel ownership(s).
- d. Contact property owners requesting permission to enter properties. Locate impacted property corners / lines and existing monuments (rebars, iron pins, etc.) and other evidence to establish the property lines.
- e. Contact impacted utility owners and field locate the utilities. Utilities are to be "marked" by their respective owners. Locate visible utility features (i.e. poles, valves, manholes, etc...). For design purposes, estimated depths will be used to show the existing utilities on the plans. Actual depths will be verified during construction.
- f. Identify drainage features (i.e. pipe locations, sizes, and elevations).

www.bfwengineers.com

- g. Stake Temporary Easements.*

CONCEPTUAL AND FINAL DESIGN PLANS

- a. Develop Plan Sheets / Profile Sheet / Cross Sections.*
Project Layout Sheet
Typical Sections (Using the City Standard Pavement Design).
Summary of Quantities & General Notes Sheets
Prepare Plan Sheets & Vertical Profile Sheets
Develop storm sewer & cross-drain pipe sheets
Develop Signing Plan
Develop Pavement Marking Plans for Pedestrian Crosswalks
Develop Street Closure Signing for MOT
Develop Temporary Erosion Control Plan
Develop roadway cross sections with Earthwork Calcs.
Prepare RW Strip Map
Prepare RW Acquisition & Summary Sheet showing temporary easement information for affected Property Owners
- b. Develop the horizontal and vertical alignments for the project.*
- c. Develop Proposed Storm Sewer System & Drainage Design.*
- d. Establish the Temporary Easement lines.*
- e. Calculate the Temporary Easement areas.*
- f. Prepare Metes & Bound Descriptions for the Temporary Easements (Any Legal descriptions, documents, and deed recording to be provided by the City of Paducah).*
- g. Develop a temporary erosion control plan. (the NOI & SWPPP are to be provided by the Contractor)*
- h. Notes will be provided to address the MOT during construction. (Assuming portions of the existing roadway will be closed to thru traffic during construction).*
- i. Calculate estimated quantities for bidding purposes.*
- j. Prepare an estimated construction cost estimate for bidding purposes.*
- k. Prepare General & Specific Notes.*
- l. Prepare the Construction Specifications using and Bid Document. (The City will be responsible for the bid advertisement).*

GEOTECHNICAL SERVICES

- a. Provide 6 pavement coring holes.
- b. Provide estimated CBR
- c. Unless otherwise, the Construction Materials Testing & Lab Analysis will be provided by the City.

MEETINGS

- a. Attend miscellaneous project coordination meetings.
- b. Coordinate any Easement purchases with the City Attorney.

RESPONSIBILITIES OF THE CITY OF PADUCAH

- a. Provide the plans for Utility Relocations and / or adjustments.
- b. Provide Easement Negotiations & Acquisitions.
- c. If needed, prepare legal descriptions, documents, and record deeds for the Easements.
- d. Provide the Construction Inspection & Materials Testing.

PROPOSED FEE – (The work will be performed at our standard hourly rates).

	OPTION A / 25th St.	OPTION B / 24th ST.
<i>Field Survey</i>	\$25,212.00	\$18,354.00
<i>Final Roadway Design Plans</i>	\$54,988.00	\$44,761.00
<i>Meetings</i>	\$ 5,380.00	\$ 5,380.00
<i>Geotechnical</i>	\$ 3,600.00	\$ 2,100.00
SUBTOTALS	\$89,180.00	\$70,595.00

TOTAL COST OPTION A & B (Not to Exceed) **\$159,775.00**

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK

Utility Relocation Plans TBD

Easement Negotiations TBD

Construction Inspection & Testing TBD

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.



Mike McGregor PE, Project Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed :

Proposal Date – October 27, 2020

Mr. Rick Murphy, City Engineer & Public Works Director

300 S. 5th St.

PO Box 2267

Paducah, KY 42002-2267

Signature

Date

Name (Printed)

Title

OPTION A / 25th ST.

**BFW ENGINEERING FEE PROPOSAL
FOR CITY OF PADUCAH, KY
FROM US 60 (JACKSON ST) TO ALABAMA STREET**

TASK DESCRIPTION	Unit	Cost	Hours	TOTAL
FIELD SURVEY				
1 Set Vert. / Horiz. Project Control (.56 miles)	Hour	\$110	8	\$880
2 Mobile LiDar	LS	\$4,500	1	\$4,500
3 Collect DTM (Mobile LiDar)	Hour	\$100	4	\$400
4 Collect Additional DTM for Obscured Areas	Hour	\$69	8	\$552
5 Process Mobile LiDar & Additional DTM Survey Data	Hour	\$110	24	\$2,640
6 Deed Research	Hour	\$110	16	\$1,760
7 Contact Property Owners (Estimated @ 20 Parcels)	Hour	\$110	16	\$1,760
8 Locate Property Corners	Hour	\$110	20	\$2,200
9 Establish Existing RW & Property Lines	Hour	\$110	24	\$2,640
10 Contact & Coordinate Utilities	Hour	\$110	16	\$1,760
11 Locate Existing OH / Low Wire	Hour	\$69	12	\$828
12 Locate Existing ATMOS, PW, & JSA Utilities	Hour	\$100	16	\$1,600
13 Locate Existing Storm Drainage (Inlets, Cross Drains & Entrance Pipes)	Hour	\$69	24	\$1,656
14 Stake Temporary Easements	Hour	\$110	16	\$1,760
15 Set Proposed RW Markers	Hour	\$110	0	\$0
16 Stake 4 Pavement Coring Holes For Existing Pavement Analysis	Hour	\$69	4	\$276
TOTAL FIELD SURVEY			209	\$25,212
CONCEPTUAL & FINAL DESIGN PLANS				
1 Develop Plan Sheets (Layout, Plan/Profile, RW Acquisition & Strip Map)	Hour	\$90	48	\$4,320
2 Prepare Proposed Rdwy. Typical Sections (Use City Standard Pavement Design)	Hour	\$108	16	\$1,728
3 Set Horizontal Alignment(s)	Hour	\$105	6	\$630
4 Plot Existing Utilities in Plan & Profile	Hour	\$108	16	\$1,728
5 Set 25th St. Vertical Grade	Hour	\$105	12	\$1,260
6 Correct 25th Superelevation cross slope at the Tennessee St. Intersection	Hour	\$105	8	\$840
7 Design Side Street Grades (Estimated @ 6)	Hour	\$105	24	\$2,520
8 Design Entrance Grades (Estimated @ 23)	Hour	\$105	24	\$2,520
9 Develop Proposed Storm Sewer & Roadway Drainage Design	Hour	\$105	40	\$4,200
10 Develop Proposed Roadway Model	Hour	\$105	24	\$2,520
11 Develop Grade Development (Pavement Elev's) @ Intersecting Streets	Hour	\$108	48	\$5,184
12 Develop ADA compliant ramps & drainage at the Alabama St. intersection	Hour	\$105	12	\$1,260
13 Establish Proposed Easements on Plans	Hour	\$105	16	\$1,680
14 Calculate Areas For Easements	Hour	\$100	12	\$1,200
15 Prepare Metes & Bounds for Easements	Hour	\$100	24	\$2,400
## Develop Cross Sections w/Proposed Ditching & Earthwork Volumes	Hour	\$90	48	\$4,320
17 Develop Final Signing Plan	Hour	\$108	16	\$1,728

18 Develop Location(s) and Pavement Marking Plans For Pedestrian Crosswalks	Hour	\$105	8	\$840
19 Develop Temporary Erosion Control Plan	Hour	\$90	24	\$2,160
20 Develop Street Closure Signing & MOT Notes	Hour	\$100	16	\$1,600
21 Calculate Quantities & Prepare Estimated Summary of Quantities Sheets	Hour	\$105	48	\$5,040
22 Prepare Project General Notes	Hour	\$105	6	\$630
23 Prepare & Update Construction Cost Estimate	Hour	\$105	16	\$1,680
23 Prepare Construction Specifications & Bid Document	Hour	\$125	24	\$3,000

TOTAL ROADWAY DESIGN PLANS			536	\$54,988
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MEETINGS

Meetings with City (2 Meetings / 3 Persons)	Hour	\$480	2	\$960
Meetings with Utility Owners	Hour	\$125	16	\$2,000
Coordinate Deed Descriptions with City Attorney (1 Person)	Hour	\$125	4	\$500
Pre-Bid Meeting with Contractors (3 Persons)	Hour	\$480	2	\$960
Bid Opening with City and Contractors (3 Persons)	Hour	\$480	2	\$960

TOTAL MEETINGS			26	\$5,380
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SUBTOTAL - FIELD SURVEY, ROADWAY DESIGN, & MEETINGS			26	\$85,580
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GEOTECHNICAL SERVICES & GEOTECHNICAL REPORT

1 Analyiize Existing Pavement Cores (4 locations)	LS			\$3,000
2 Establish Estimated CBR	LS			\$600

TOTAL GEOTECHNICAL				\$3,600
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TOTAL FEE			771	\$89,180
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UTILITY RELOCATION PLANS (TBD)

EASEMENT NEGOTIATIONS (TBD)

CONSTRUCTION INSPECTION & TESTING (TBD)

OPTION B / 24th ST.

BFW ENGINEERING FEE PROPOSAL FOR CITY OF PADUCAH, KY (FROM 25th STREET TO S. 28th STREET)

TASK DESCRIPTION	Unit	Cost	Hours	TOTAL
FIELD SURVEY				
1 Set Vert. / Horiz. Project Control (Estimated @ .27 miles)	Hour	\$110	8	\$880
2 Mobile LiDar (Taken in conjunction with 25th St. Survey)	LS	\$0	0	\$0
3 Collect DTM (Mobile LiDar) (Taken in conjunction with 25th St. Survey)	Hour	\$0	0	\$0
4 Collect Additional DTM for Obscured Areas	Hour	\$69	8	\$552
5 Process Mobile LiDar & Additional DTM Survey Data	Hour	\$110	24	\$2,640
6 Deed Research	Hour	\$110	16	\$1,760
7 Contact Property Owners (Estimated @ 19 Parcels)	Hour	\$110	16	\$1,760
8 Locate Property Corners	Hour	\$110	20	\$2,200
9 Establish Existing RW & Property Lines	Hour	\$110	24	\$2,640
10 Contact & Coordinate Utilities	Hour	\$110	16	\$1,760
11 Locate Existing OH / Low Wire	Hour	\$69	4	\$276
12 Locate Existing ATMOS, PW, & JSA Utilities	Hour	\$100	16	\$1,600
13 Locate Existing Storm Drainage (Inlets, Cross Drains & Entrance Pipes)	Hour	\$69	12	\$828
14 Stake Temporary Easements	Hour	\$110	12	\$1,320
15 Set Proposed RW Markers	Hour	\$110	0	\$0
16 Stake 2 Pavement Coring Holes For Existing Pavement Analysis	Hour	\$69	2	\$138
TOTAL FIELD SURVEY			178	\$18,354
CONCEPTUAL & FINAL DESIGN PLANS				
1 Develop Plan Sheets (Layout, Plan/Profile, RW Acquisition & Strip Map)	Hour	\$90	40	\$3,600
2 Prepare Proposed Rdwy. Typical Sections (Use City Standard Pavement Design)	Hour	\$108	16	\$1,728
3 Set Horizontal Alignment(s)	Hour	\$105	4	\$420
4 Plot Existing Utilities in Plan & Profile	Hour	\$108	8	\$864
5 Set 24th St. Vertical Grade	Hour	\$105	4	\$420
6 Design Side Street Grades (Estimated @ 4)	Hour	\$105	16	\$1,680
7 Design Entrance Grades (Estimated @ 15)	Hour	\$105	15	\$1,575
8 Develop Proposed Storm Sewer & Roadway Drainage Design	Hour	\$105	24	\$2,520
9 Develop Proposed Roadway Model	Hour	\$105	24	\$2,520
10 Develop Grade Development (Pavement Elev's) @ Intersecting Streets	Hour	\$108	32	\$3,456
11 Develop ADA compliant ramps & drainage at Street Intersections	Hour	\$105	12	\$1,260
12 Establish Proposed Easements on Plans	Hour	\$105	16	\$1,680
13 Calculate Areas For Easements	Hour	\$100	12	\$1,200
14 Prepare Metes & Bounds for Easements	Hour	\$100	24	\$2,400
15 Develop Cross Sections w/Proposed Ditching & Earthwork Volumes	Hour	\$90	40	\$3,600
## Develop Final Signing Plan	Hour	\$108	16	\$1,728
17 Develop Location(s) and Pavement Marking Plans For Pedestrian Crosswalks	Hour	\$105	0	\$0

18 Develop Temporary Erosion Control Plan	Hour	\$90	24	\$2,160
19 Develop Street Closure Signing & MOT Notes	Hour	\$100	16	\$1,600
20 Calculate Quantities & Prepare Estimated Summary of Quantities Sheets	Hour	\$105	48	\$5,040
21 Prepare Project General Notes	Hour	\$105	6	\$630
22 Prepare & Update Construction Cost Estimate	Hour	\$105	16	\$1,680
23 Prepare Construction Specifications & Bid Document	Hour	\$125	24	\$3,000
23				
TOTAL ROADWAY DESIGN PLANS			437	\$44,761

MEETINGS

Meetings with City (2 Meetings / 3 Persons)	Hour	\$480	2	\$960
Meetings with Utility Owners	Hour	\$125	16	\$2,000
Coordinate Deed Descriptions with City Attorney (1 Person)	Hour	\$125	4	\$500
Pre-Bid Meeting with Contractors (3 Persons)	Hour	\$480	2	\$960
Bid Opening with City and Contractors (3 Persons)	Hour	\$480	2	\$960
TOTAL MEETINGS			26	\$5,380

SUBTOTAL - FIELD SURVEY, ROADWAY DESIGN, & MEETINGS			26	\$68,495
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GEOTECHNICAL SERVICES & GEOTECHNICAL REPORT

1 Analyiize Existing Pavement Cores (2 locations)	LS			\$1,500
2 Establish Estimated CBR	LS			\$600
TOTAL GEOTECHNICAL				\$2,100

TOTAL FEE			641	\$70,595
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UTILITY RELOCATION PLANS (TBD)

EASEMENT NEGOTIATIONS (TBD)

CONSTRUCTION INSPECTION & TESTING (TBD)

Agenda Action Form

Paducah City Commission

Meeting Date: November 24, 2020

Short Title: Amendment in the amount of \$81,500 to Professional Engineering Service Agreement with HDR Engineering, Inc. for the City's Flood Control Pump Stations #2 and #9 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Original Contract Information (Ordinance 2016-08-8410, dated August 23, 2016)

As a part of the design agreement with the U.S. Department of the Army (USACE) for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project), an original contract with HDR Engineering, Inc. (HDR) was executed in August of 2016. The original contract scope is as follows:

- To finalize project plans for Pump Stations #2 and #9 for a fee of \$57,500.
- To provide construction administration and inspection services at an hourly rate not to exceed \$75,000.
- The total contract amount with HDR Engineering, Inc. is \$132,500.

At the beginning of the Floodwall Rehabilitation Project, USACE was responsible for design and construction administration services on Pump Station #2 and #9. HDR was contracted to assist with Pump Stations #2 and #9, because pump stations were in immediate need for repair and it was too risky to wait for USACE to secure federal funding for the entire project, which was not a guarantee.

Amendment #1 (Ordinance 2018-05-8532, dated May 29, 2018)

During design completion on pump Station #2, HDR found several design and constructability issues with the 75% complete plans provided by USACE. As HDR proceeded with Pump Station #2 design, USACE determined design oversights on Pump Stations #7 and #11 through their in-house design team. USACE and HDR worked congruently on their respective projects, and as a result USACE requested several reviews and specification vetting with HDR. Upon completion of HDR's design, unforeseen components had been added at the request of USACE resulting in an increased scope in HDR's original contract.

The construction administration for Pump Station #2 portion of HDR's contract was established based on the understanding that costs would be further defined at the end of completing Pump Station #2 design due to the risks of defining a cost value based on ambiguous design information available at the beginning of the project. Furthermore, USACE added several additional construction administration requirements and a third party inspection requirement, meaning that the construction administration scope has significantly expanded. It is now required that HDR will have technical expertise on site, at every major interval of the project.

- HDR projected new construction and inspection fees for Pump Station #2 that are not to exceed, time and materials amounts. These amounts are based on expanded scope and added third party inspection requirements.
 - o Construction Administration-\$91,542
 - o Resident Inspection Services-\$136,263
 - o Total: \$227,805

Ordinance 2018-05-8532 approved by the Paducah Board of Commissioners on May 29, 2020 increased the original contract amount from \$132,000.00 to \$358,162.00.

Amendment #2

During the construction portion of the Pump Station #2 project, HDR has performed out of scope work items for design services during construction due to extended effort and unforeseen changes as follows:

- On March 13, 2020, the City issued a stop work order against contractor Huffman Construction, LLC. Subsequently, the City approved an ordinance (2020-05-8638) to terminate the contract with Huffman Construction, LLC due to default and material breach of contract. During this process, HDR has worked with City on the rebidding process of the project including weekly meetings, answering question from potential contractor, coordinating with funding agencies, taking inventory of stored materials and assisting with rebid process.
- HDR is currently performing grant and funding administration service, including coordination with KIA/SRF and CDBG. These services were previously performed by Sheryl Chino while employed with Denton Law Firm.
- In course of construction, substantial defects were found on Pumps #4 and #6. HDR researched possible solutions with respect to pump rehab effort. HDR pump and corrosion experts were consulted on possible causes of the substantial material loss and cracks in the cast components. As a result, HDR developed new vertical column pump specifications for use in the solicitation of bids for new pumps. Ultimately, HDR approved Huffman to contract with Cascade to purchase new pumps.
- HDR is also requesting a rate adjustment to the fee for hourly services that were originally set in the original contract dated August 30, 2016.

The recommendation is to amend HDR's current contract as amended to adjust the hourly professional services construction administration portion of the contract from \$264,478.54 to \$359,978.54.

- Construction administration/inspection shall now include the expanded scope of services as outlined above for Pump Station #2, a/k/a \$81,500.
- Construction administration/inspection shall retain the remaining contract balance of \$36,673.54 for Pump Station #9 expenses.
- The construction administration/inspection portion of the contract is a time and materials, not to exceed contract. HDR will bill based on actual hours accrued on the contract.
- HDR will bill based on the updated fee for hourly services as outlined in the scope of services (see attached).

Upon approval, the new agreement would update the increase the approved professional engineering services contract from \$358,162.00 to \$439,662.00.

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

If yes, please list the Action Step Item Codes(s): I-2: Continue implementation of the USACE/City of Paducah \$37M Local Flood Protection Project (LFPP) Restoration

Funds Available: Account Name: Pump Station #2 Rehab

Account Number: FW0014

Staff Recommendation: To adopt an Ordinance authorizing the Mayor to execute an amended agreement with HDR Engineering, Inc to reflect expanded construction administration and inspection at an hourly rate,

not to exceed \$345,978.54. All dollars spent on this original and amended contract regarding Pump Station #2 will be reimbursed or funded through KIA/SRF Loan and/or CDBG and DRA grants

Attachments:

1. Ordinance -amend 2 HDR floodwall pump stations #2 & #9
2. Ordinance Approving PS#2 Contract Amendment
3. Paducah FPS_Amend_2_103020
4. Paducah FPS_2_Surety Costs_103020

ORDINANCE NO. 2020-_____-_____

**AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY,
APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT FOR ENGINEERING SERVICES FOR FLOOD CONTROL PUMP
STATIONS #2 AND #9 WITH HDR ENGINEERING, INC. TO REFLECT AN
EXPANDED CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE AND
TO INCREASE THE AGREEMENT IN AN AMOUNT OF \$81,500 FOR A NEW TOTAL
AGREEMENT AMOUNT NOT TO EXCEED \$439,662.00; AND AUTHORIZING THE
EXECUTION OF SAID SECOND AMENDMENT**

WHEREAS, on August 30, 2016, the City and HDR Engineering, Inc., (the “Engineer”) entered into a Short Form Agreement for Professional Services (the “Agreement”) whereby the City engaged the Engineer to provide professional engineering, design, consulting and related services in connection with the improvement and rehabilitation of Flood Control Pump Stations #2 and #9 (the “Project”) in an amount of \$132,000 as approved by Ordinance No. 2016-08-8410; and

WHEREAS, the City of Paducah entered into Amendment No. 1 to the Agreement to increase the original Agreement to \$358,162 due to an expanded scope and added third party inspection requirements as approved by Ordinance No. 2018-05-8532; and

WHEREAS, On March 13, 2020, the City issued a stop work order against contractor Huffman Construction, LLC, and subsequently, approved Ordinance No. 2020-05-8638 to terminate the contract with Huffman Construction, LLC due to default and material breach of contract; and

WHEREAS, the Engineer has worked with City on the rebidding process of the project including weekly meetings, answering question from potential contractor, coordinating with funding agencies, taking inventory of stored materials and assisting with rebid process; and

WHEREAS, the Engineer is currently performing grant and funding administration service, including coordination with KIA/SRF and CDBG; and

WHEREAS, in course of construction, substantial defects were found on Pumps #4 and #6 requiring additional research and the development of new vertical column pump specifications for use in the solicitation of bids for new pumps; and

WHEREAS, the City and the Engineer are in agreement to accommodate the expansion of the scope of services by the Engineer by amending the Agreement to adjust the hourly professional services and construction administration portion of the contract.

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

SECTION 1. Recitals and Authorization. The City hereby approves the Second

Amendment to the Professional Service Agreement with HDR Engineering, Inc., for an increase in the amount of \$81,500 for expanded construction administration and inspection services. Said Second Amendment results in a total Agreement cost of \$439,662.00. It is further determined that it is necessary and desirable and in the best interests of the City to enter into this Second Amendment. Further, the Mayor of the City is hereby authorized to execute all documents related to said Amendment.

SECTION 2. Compensation. The expenditure authorized in Section 1 above shall be funded through the Pump Station # 2 Rehab Project Account No. FW0014.

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

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. 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, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\agree-amend 2 HDR floodwall pump stations #2 & #9

ADOPTED

211715

ORDINANCE NO. 2018 - 5-8532

**AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY,
APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT FOR ENGINEERING SERVICES REQUIRED TO COMPLETE THE
PROJECT DESIGN PLANS, CONSTRUCTION ADMINISTRATION AND
INSPECTION SERVICES FOR THE IMPROVEMENT OF FLOOD CONTROL PUMP
STATIONS #2 AND #9 WITH HDR ENGINEERING, INC.; AND AUTHORIZING THE
EXECUTION OF SAID FIRST AMENDMENT**

WHEREAS, on August 30, 2016, the City and HDR Engineering, Inc., (the "Engineer") entered into a Short Form Agreement for Professional Services (the "Agreement") whereby the City engaged the Engineer to provide professional engineering, design, consulting and related services in connection with the improvement and rehabilitation of Flood Control Pump Stations #2 and #9 (the "Project"); and

WHEREAS, the services to be rendered by the Engineer are a part of a larger project and agreement between the City and the U.S. Department of the Army (the "USACE") for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project); and

WHEREAS, subsequent to the commencement of the services by the Engineer, USACE requested that unforeseen components be added to the design, construction administration, inspection services of Pump Station # 2, which has resulted in significant expansion of the services to be rendered by the Engineer as to Flood Control Pump Station #2 under the Agreement; and

WHEREAS, the City and the Engineer are in agreement to amend the Agreement in order to accommodate the expansion of the Scope of Services by the Engineer and to adjust the compensation of the Engineer for the additional services; and

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

SECTION 1. Recitals and Authorization. The City hereby approves the First Amendment to the Professional Service Agreement with HDR Engineering, Inc., which expands the scope of services to be rendered by the Engineer in connection with the design, construction administration, inspection services of Flood Control Pump Station # 2 as required by USACE. It is further determined that it is necessary and desirable and in the best interests of the City to enter into this First Amendment for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the First Amendment in substantially the form attached hereto as Exhibit A and made part hereof, with such changes in the First Amendment not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official

executing the same on behalf of the City. The approval of such changes by said official, that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the First Amendment by such official.

SECTION 2. Compensation. Pursuant to the First Amendment and as a result of the expansion of the scope of services, the City shall compensate HDR Engineering, Inc., in a lump sum amount of \$93,683.46 for the engineering design services for Flood Control Pump Stations #2 and #9. Additional compensation for the construction administration and inspection services conducted during the construction of the rehabilitation of Flood Control Pump Stations #2 and #9 in accordance with **Exhibit A**, Scope of Services, Items IV & V—Time & Material Rates, of the Agreement and in accordance with **Exhibit A-1** of the First Amendment in an amount not to exceed \$264,478.54. Said compensation paid by the City shall be funded through project account FW0006, account number 040-3315-532-2307.

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

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor Brandi Harless

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, 5-8, 2018

Adopted by the Board of Commissioners, 5-29, 2018

Recorded by Tammara S. Sanderson, City Clerk, 5-29, 2018

Published by The Paducah Sun, _____, 2018

ord\eng\agree-amend HDR floodwall pump stations #2 & #9

EXHIBIT A

211700

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF PADUCAH AND HDR ENGINEERING, INC., FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT (this "Amendment") made and entered into on this _____ day of May, 2018 (the "Effective Date") by and among the **CITY OF PADUCAH**, a Kentucky home rule class city having an address of 300 South 5th Street, PO Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as the "City") and **HDR ENGINEERING, INC.**, ("Engineer") for professional services in connection with the project known as Pump Stations #2 & #9 Improvements (the "Project").

WITNESSETH:

WHEREAS, on August 30, 2016, the City and the Engineer, entered into a Short Form Agreement for Professional Services (the "Agreement") whereby the City engaged the Engineer to provide professional engineering, consulting and related services (the "Services") in connection with the Project; and

WHEREAS, the Services to be rendered by Engineer were described in Section I, Scope of Services; and

WHEREAS, the Services to be rendered by Engineer are a part of a larger project and agreement between the City and the U.S. Department of the Army (the "USACE") for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project); and

WHEREAS, subsequent to the commencement of the Services by Engineer, USACE requested that unforeseen components be added to the design and construction administration of Pump Station # 2, which has resulted in significant expansion of the Services to be rendered by Engineer as to Pump Station #2 under the Agreement; and

WHEREAS, the City and Engineer are in agreement to amend the Agreement in order to accommodate the expansion of the Scope of Services by the Engineer and to adjust the compensation of the Engineer for the additional services; and

NOW THEREFORE, for and in consideration of \$1.00 cash in hand paid, the receipt and sufficiency is hereby acknowledged by all parties, and the mutual covenants and conditions contained herein the parties agree as follows:

1. Amendments to the Agreement. As of the Effective Date, the Agreement is amended as follows:

1.1. **SECTION I, SCOPE OF SERVICES**, of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached **Exhibit A** and **Exhibit A-1**.

1.2. The City and the Engineer expressly agree that **Exhibit A-1 "Design Services During Construction - Scope of Services"**, which is attached hereto, is hereby added and incorporated into the Agreement.

1.3. **SECTION IV, COMPENSATION**, of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of:

- lump sum (Scope of Services Items I-III of **Exhibit A** and **Exhibit A-1**). The amount of the lump sum is Ninety Three Thousand Six Hundred Eighty-Three and 46/100 Dollars. (\$93,683.46).

- Hourly (Scope of Services Items IV-V of **Exhibit A** and **Exhibit A-1**) - based on hourly rates for an estimated not to exceed the amount of Two Hundred Sixty-Four Thousand Four Hundred Seventy-Eight and 54/100 Dollars (\$264,478.54) in accordance with the hourly rates listed in the attached Exhibit A.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

2. Reaffirmation of the Agreement. Except for the modifications set forth herein, all other terms and provisions of the Agreement entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Agreement.

3. Miscellaneous Provisions. This Amendment shall be fully binding upon the parties hereto and their successors, and assigns as of the Effective Date. This Amendment or the Agreement shall not be altered, amended, modified, terminated, waived, released, or discharged,

except in a writing signed by the parties or their successors or assigns. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have respectively caused this Amendment to be executed on the day and year first above written.

HDR ENGINEERING, INC.

“Engineer”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 2517 Sir Barton Way
Lexington, KY 40509

City of Paducah, Kentucky

“City”

BY: _____

NAME: Brandi Harless

TITLE: Mayor

ADDRESS: 300 South 5th Street
PO Box 2267
Paducah, KY 42002

EXHIBIT A-1
DESIGN SERVICES DURING CONSTRUCTION
SCOPE OF SERVICES

See attached.



Exhibit A-1

Flood Pump Station No. 2 Rehabilitation Project Design Services During Construction Scope of Services

HDR will provide Engineering Services and Resident Project Representative on an as-needed basis during the construction of the above referenced projects up to the contract fee limit outlined below. This amount will not be exceeded without City of Paducah's (City) approval. As-needed services may include:

- Resident Project Representation (RPR) for the projects.
- Schedule and conduct on-site construction progress and coordination meetings.
- Visually inspect and approve or reject materials, equipment, and supplies to be delivered to the site of the work.
- Observe the contractor's work with respect to quality, suitability, and conformance with the Contract requirements and provide prompt notice to the City of any observed defects or failure on the part of contractor to conform to the Contract requirements.
- Keep records of construction and installation progress.
- Review maintenance and operation instructions and parts lists which the construction contractor submits in compliance with the Contract Documents.
- Process Pay Requests from the contractor.
- Perform services as necessary to insure the project progresses on schedule and within budget.
- Make a final technical inspection of the project in company with City's representative.
- Review of submittals, including shop drawings, operation & maintenance manuals, and materials testing reports for consistency with the design requirements. This review shall not include review of the accuracy and completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor.
- Manage all construction related project documentation using HDR's construction management software "Project Tracker".
- Respond to requests for clarifications/information (RFIs) from the Contractor on the contract documents, respond to questions from City, and other miscellaneous communication.
- Assist in the evaluation and preparation of change orders related to the project as requested by the City.
- Provide start-up assistance.
- Perform substantial completion walk-through and prepare a punch-list for the Contractor.
- Preparation of record drawings for the project.
- Review and preparation of O&M Manual,

Project Cost Summary

Pump Station #2 Rehabilitation

SX21145012

Project Title:

WRIS#:

Project Budget: Estimated 12/08/17 enter date

As Bid 02/26/18 enter date

Revised enter date

Cost Classification	SRF	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees - Design	78312								78312
7 Engineering Fees - Construction	91542								91542
8 Engineering Fees - Inspection	136263								136263
9 Engineering Fees - Other									
10 Construction	3555000	1000000	392000						4947000
11 Equipment									
12 Miscellaneous	7500								7500
13 Contingencies	742050								742050
Total	\$4,610,667	\$1,000,000	\$392,000	\$0	\$0	\$0	\$0	\$0	\$6,002,667

Funding Sources	Amount	Date Committed
1 CDBG	\$1,000,000	10/09/17
2 DRA Grant	\$392,000	12/15/16
3		
4		
5		
Total	\$1,392,000	

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total	\$0	
Total Funding		\$6,002,667

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)	SRF/CDBG/DRA	\$4,610,667
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		\$4,610,667



October 30, 2020

Mr. Rick Murphy, PE
City Engineer
City of Paducah, KY
300 South 5th Street
PO Box 2267
Paducah, KY 42002

RE: HDR Contract Financial Status
Paducah Flood Pump Station #2 & #9 Improvement Projects

Dear Mr. Murphy,

HDR is notifying the City of Paducah of out of scope work items for design services during construction (Exhibit A-1 in Amendment 1 dated May 29, 2018). These changes are as follows:

- In the process of rehabilitating the pumps in accordance with the contract documents, substantial defects were found on Pumps #4 & #6. HDR researched possible remedial measures to facilitate pump rehab per specification by consulting with pump and corrosion experts within HDR. However, due to substantial material loss and cracks in the casted components, salvaging and/or rehabbing these elements were deemed impractical. As a result, HDR developed new vertical column pump specifications for use in the solicitation and bidding of new pumps. This effort was beyond what was estimated for design services during construction. HDR is proposing an addition of \$8,500 to the contract amount to cover this overage.
- HDR is currently performing grant and funding administration services support, including coordination with KIA/SRF and CDBG since hiring Sheryl Chino. These services were previously performed by Sheryl while employed at Denton Law Firm. The contract does not currently have a categorical rate for a Funding Specialist. HDR is proposing to add an additional a rate of \$130/hour. Projecting future needs, HDR is proposing an addition of \$25,000 to the contract amount.
- HDR, under a separate letter and in conjunction with City of Paducah, is seeking reimbursement for time and effort expended dealing with the default and termination of Huffman Construction, LLC in the amount of \$48,000.

In total, HDR is requesting an increase to the hourly not to exceed portion of the contract in the amount of \$81,500 to a new ceiling amount of \$345,978.54. The total new contract amount, including the lump sum portion, would be \$439,662.

In addition to the request for additional fee for the hourly services, HDR respectfully requests rate adjustments. The following rates below would replace hourly rates in the original contract dated August 30th, 2016.

Project Manager - \$200/hour
Project Engineer - \$150/hour (New Rate)
Sr. Designer - \$125/hour
Construction Administrator - \$155/hour
Funding Specialist - \$130/hour (New Rate)
Clerical - \$85/hour
Resident Engineer - \$115/hour

Please let me know if there are any questions or if you need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Guthrie', with a stylized flourish at the end.

Kyle R. Guthrie, P.E.
Associate Vice President

A handwritten signature in blue ink, appearing to read 'Ben R. Edelen', with a stylized flourish at the end.

Ben R. Edelen, PE, PLS
Sr. Vice President

cc: Mike Hansen, PE
Sheryl Chino
Melanie Townsend



October 30, 2020

Mr. Rick Murphy, PE
City Engineer
City of Paducah, KY
300 South 5th Street
PO Box 2267
Paducah, KY 42002

RE: HDR Additional Costs
Paducah Flood Pump Station #2 - Rebid

Dear Mr. Murphy,

On March 13, 2020 HDR on behave of the City issued a stop work order against the contractor Huffman Construction, LLC. Subsequently, the City approved an ordinance at the May 26th Commission Meeting, to terminate the contract with Huffman Construction, LLC due to default and material breach of contract. During the time period between March thru October, HDR expended significant amount of time and effort for rebid and selection of a new Contractor. These tasks included:

- Coordination with the City to aid in the termination process of Huffman Construction LLC
- Inventory and verification of stored materials
- Development of Contract Documents for rebid (conformed Plans and Specifications)
- Leading re-bidding process with the three (3) invited Contractors (Pace, Crowder, & CJ Mahan)
 - o Answering Questions
 - o Site Visits
 - o Pre-bid Meeting
 - o Evaluation of Bids
- Weekly meetings with City to provide status updates
- Communicating with the funding agencies to assure conformity
- Engineers Recommendation of Award to Pace Contracting, LLC
- Approval of Schedule of Construction and Values provide by Pace

A total of 246 hours were utilized, equating to a fee of \$48,000. HDR believes that this cost is directly attributed default of Huffman Construction, LLC and qualifies for reimbursement through Western Surety under the Performance Bond.

Please let me know if there are any questions you need additional information to support this claim.

Sincerely,

Kyle R. Guthrie, P.E.
Associate Vice President

Agenda Action Form

Paducah City Commission

Meeting Date: November 24, 2020

Short Title: Closure of Two Alleys Extending West of Northview Street Onto the Paducah-McCracken County Joint Sewer Agency Property Located at 621 Northview Street - **R MURPHY**

Category: Ordinance

Staff Work By: Josh Sommer, Melanie Townsend

Presentation By: Rick Murphy

Background Information: The adjacent property owner, Paducah-McCracken County Joint Sewer Agency, has submitted an executed application requesting the two alleys extending west of Northview Street onto the property located at 621 Northview Street be closed.

On November 2, 2020, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this 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 closing of two alleys extending west of Northview Street onto the Paducah-McCracken County Joint Sewer Agency property located at 621 Northview Street and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. Ordinance alley – 621 Northview Alley Closure JSA
2. 621 Northview Alley Closure_PC Resolution
3. 621 Northview Alley Closure_Application
4. 621 Northview Alley Closure_Plat

ORDINANCE NO. 2020-_____-_____

AN ORDINANCE PROVIDING FOR THE CLOSING OF TWO ALLEYS
EXTENDING WEST OF NORTHVIEW STREET ONTO THE PADUCAH-MCCRACKEN
COUNTY JOINT SEWER AGENCY PROPERTY LOCATED AT 621 NORTHVIEW STREET,
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
two alleys extending west of Northview Street as follows:

ALLEY CLOSURE – TRACT 1A - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley;

Thence along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. the True Point of Beginning;

Thence from the True Point of Beginning, N62°01'25"W a distance of 116.71 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N62°01'25"W a distance of 50.00 ft. to a point;

Thence, N31°58'52"E a distance of 30.03 ft. to a point;

Thence, S62°02'01"E a distance of 164.61 ft. to a point;

Thence, S27°58'35"W a distance of 14.98 ft. to the True Point of Beginning.

The above described Tract contains 3,214 square feet.

ALLEY CLOSURE – TRACT 1B - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 204.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

ALLEY CLOSURE – TRACT 1C - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyron Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 104.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence from the True Point of Beginning, N62°01'25"W a distance of 100.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 100.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 1,500 square feet.

ALLEY CLOSURE – TRACT 1D - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 95.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence from the True Point of Beginning, N62°01'25"W a distance of 9.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 9.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 135 square feet.

ALLEY CLOSURE – TRACT 1E - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book

1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

ALLEY CLOSURE – TRACT 1F - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point being the True Point of Beginning;

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to a point, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 71.67 ft. to a point, said point being in the west right-of-way of Northview Street;

Thence along above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,067 square feet.

ALLEY CLOSURE – TRACT 1G - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley being the True Point of Beginning;

Thence from the True Point of Beginning and along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. to a point;

Thence, N27°58'35"E a distance of 14.98 ft. to a point;

Thence, S62°02'01"E a distance of 115.00 ft. to a ½" pipe (found), said point being the southeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being in the west right-of-way of Northview Street;

Thence along the above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,716 square feet.

ALLEY CLOSURE – TRACT 2 - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 486.14 ft. to a point, said point being the True Point of Beginning;

Thence from the True Point of Beginning and leaving the west right-of-way line of Northview Street, N62°02'01"W a distance of 100.00 ft. to a point;

Thence, N31°55'59"E a distance of 16.00 ft. to a point;

Thence, S62°02'01"E a distance of 100.00 ft. to a point, said point being in the west right-of-way line of Northview Street;

Thence with the above said right-of-way, S31°55'59"W a distance of 16.00 ft. to the True Point of Beginning.

The above described Tract contains 1,596 square feet.

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. The Paducah-McCracken County Joint Sewer Agency owns the 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.

b. On the 2nd day of November, 2020, 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.

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.

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. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 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, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\\ord\eng\st close\alley – 621 Northview Alley Closure JSA

CERTIFICATION

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

City Clerk

Exhibit A

City of Paducah, Kentucky Public Right-of-Way Closure Application

VAC2020-109



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

Date: 10-9-2020

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

Public Right-of-Way: 16' Alley (west of Northview Street), Paducah, KY

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

Respectfully submitted by all adjoining property owners:

[Signature]
Signature of Property Owner
Josh Webb
Property Owner's Name Printed
601 Northview St. Paducah, KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 8th day of October, 2020,
by Josh Webb.

My Commission expires 4/14/2022.

[Signature] #598755
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

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF TWO ALLEYS EXTENDING WEST OF NORTHVIEW STREET ONTO THE PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY PROPERTY LOCATED AT 621 NORTHVIEW STREET.

WHEREAS, a public hearing was held on November 2, 2020 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 two alleys (one 164.61' long and 30.08' wide and the other 100' long and 16' wide) extending west of Northview Street onto the Joint Sewer Agency property at 621 Northview Street.

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

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close two alleys extending west of Northview Street onto the Joint Sewer Agency property located at 621 Northview Street as follows:

ALLEY CLOSURE – TRACT 1A - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley;

Thence along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. to the True Point of Beginning;

Thence from the True Point of Beginning, N62°01'25"W a distance of 116.71 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N62°01'25"W a distance of 50.00 ft. to a point;

Thence, N31°58'52"E a distance of 30.03 ft. to a point;

Thence, S62°02'01"E a distance of 164.61 ft. to a point;

Thence, S27°58'35"W a distance of 14.98 ft. to the True Point of Beginning.

The above described Tract contains 3,214 square feet.

ALLEY CLOSURE – TRACT 1B - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 204.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

ALLEY CLOSURE – TRACT 1C - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 104.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence from the True Point of Beginning, N62°01'25"W a distance of 100.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 100.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 1,500 square feet.

ALLEY CLOSURE – TRACT 1D - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 95.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence from the True Point of Beginning, N62°01'25"W a distance of 9.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 9.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 135 square feet.

ALLEY CLOSURE – TRACT 1E - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

ALLEY CLOSURE – TRACT 1F - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point being the True Point of Beginning;

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to a point, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 71.67 ft. to a point, said point being in the west right-of-way of Northview Street;

Thence along above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,067 square feet.

ALLEY CLOSURE – TRACT 1G - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley being the True Point of Beginning;

Thence from the True Point of Beginning and along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. to a point;

Thence, N27°58'35"E a distance of 14.98 ft. to a point;

Thence, S62°02'01"E a distance of 115.00 ft. to a ½" pipe (found), said point being the southeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being in the west right-of-way of Northview Street;

Thence along the above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,716 square feet.

ALLEY CLOSURE – TRACT 2 - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7th Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7th Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 486.14 ft. to a point, said point being the True Point of Beginning;

Thence from the True Point of Beginning and leaving the west right-of-way line of Northview Street, N62°02'01"W a distance of 100.00 ft. to a point;

Thence, N31°55'59"E a distance of 16.00 ft. to a point;

Thence, S62°02'01"E a distance of 100.00 ft. to a point, said point being in the west right-of-way line of Northview Street;

Thence with the above said right-of-way, S31°55'59"W a distance of 16.00 ft. to the True Point of Beginning.

The above described Tract contains 1,596 square feet.

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 Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on November 2, 2020



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

Date: 10-9-2020

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

Public Right-of-Way: 16' Alley (west of Northview Street), Paducah, KY

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

Respectfully submitted by all adjoining property owners:

[Signature]
Signature of Property Owner

Josh Webb
Property Owner's Name Printed

6021 Northview St. Paducah, KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 8th day of October, 2020,
by Josh Webb

My Commission expires 4/14/2022

[Signature] #598753
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

