



**CITY COMMISSION MEETING
AGENDA FOR JANUARY 12, 2021
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 December 15, 2020
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	City Audit (CAFR) - Fiscal Years 2021, 2022 & 2023 - J PERKINS
	E.	Application for the African American Cultural Heritage Action Fund Grant in the amount of \$50,000 for repairs and renovations to the Hotel Metropolitan - T WILSON
	F.	Approve an extension for the "Families First Coronavirus Response Act" to assist with the impact of COVID-19 until March 31, 2021 - S SUAZO
	II.	<u>BOARD APPOINTMENT(S)</u>
	A.	Appointment of Commissioner David Guess and Reappointment of Jimmy Rex Smith II and Howard Finley, to the Brooks Stadium Commission
	B.	Appointment of Commissioner David Guess and Reappointment of Eddie Barker to the Commissioners of Water Works
	C.	Reappointment of Commissioner Sandra Wilson to the Electric Plant Board

		D.	Appointment of Commissioner Raynarldo Henderson to the Municipal Housing Commission
		E.	Appointment of Commissioner Carol Gault to the Paducah-McCracken County Joint Sewer Agency
		F.	Appointment of Mayor George Bray to the Paducah Monument Committee
		G.	Appointment of Melinda Winchester to the Code Enforcement Board
		H.	Reappointment of Commissioner Sandra Wilson to the Paducah Riverfront Development Advisory Board (PRDA)
	III.	<u>MOTION(S)</u>	
		A.	Motion to Appoint Commissioner Sandra Wilson as Mayor Pro Tem
	IV.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve Termination of the Agreement with Lose & Associates, Inc., for an Indoor Recreation & Aquatic Facility Design and Management Services - J ARNDT
	V.	<u>ORDINANCE(S) - EMERGENCY</u>	
		A.	Alcoholic Beverage License Renewal Waiver - J ARNDT
	VI.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Greenway Trail Phase V- Change Order #1 to Jim Smith Contracting, LLC contract for \$37,585.10 - R MURPHY	
	VII.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve the Consensual Annexation of 5540 Cairo Road - T TRACY
		B.	Permitting for Dredging Project- Contract for Professional Services with HDR Engineering, Inc. for \$266,250.00 - R MURPHY
		C.	Flap Gate Replacement Project- Contract for Professional Services with HDR Engineering, Inc. for \$79,550.00 - R MURPHY
		D.	Reimbursement Agreement with Paducah McCracken County Joint Sewer Agency for Video Pipe Inspection for the Paducah Local Flood Protection Project - R MURPHY

		E.	Closure of Two Alleys, One Extending North Off Broadway toward Jefferson Street and the Other Extending West off North Water Street toward North 2nd Street, Located at 133 Broadway and 111 North Water Street - R MURPHY
	VIII .	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	IX.	<u>EXECUTIVE SESSION</u>	

December 15, 2020

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held on Monday December 15, 2020, at 5:30 p.m., Judge Clymer and Mayor Harless presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). Upon call of the roll, by the County Clerk, the following McCracken County Fiscal Court members answered to their names: Commissioners Bartleman, Jones, Parker and Judge Executive Clymer (4).

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, all members of the Board of Commissioners participated using video teleconferencing. Further, this meeting was not open to the public. The public was invited to view the meeting on YouTube at <https://www.youtube.com/user/paducahkygov> or on the government access channel Government 11 (Comcast channel 11).

INVOCATION:

Commissioner McElroy led the invocation

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

ORDINANCE – ADOPTION

INTERLOCAL COOPERATION AGREEMENT WITH McCRACKEN COUNTY, GPED, AND THE IDA ALONG WITH A LOAN FORGIVENESS NOTE FOR GPED RELATED TO THE OHIO RIVER TRIPLE RAIL MEGASITE

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT AMONG THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, AND GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL AND AUTHORIZING THE EXECUTION OF A FORGIVENESS OF DEBT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL PURSUANT TO THE TERMS OF SAID INTERLOCAL AGREEMENT.” This ordinance authorizes the execution of an Interlocal Cooperative Agreement, to make the Paducah-McCracken County Industrial Development Authority (IDA) the owner of certain publicly owned development sites within Paducah and McCracken County, including the Ohio River Triple Rail Megasite (formerly known as “Riverport West”), which is currently owned by the Greater Paducah Economic Development Council and to effect a repositioning the Paducah/McCracken County Industrial Development Authority and its role with regard to property ownership, maintenance, development, marketing, and management. Further, this ordinance authorizes a Forgiveness of Debt Agreement with the Greater Paducah Economic Development in a total amount of \$911,375.00 related to the Ohio River Triple Rail Megasite. **(ORD 2020-12-8664; BK 36)**

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

The McCracken County Fiscal Court also conducted business to adopt the above referenced action. All in favor.

AMEND CHAPTER 2 OF THE PADUCAH CODE OF ORDINANCES RELATED TO THE INDUSTRIAL DEVELOPMENT AUTHORITY

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This ordinance amends Paducah Code of Ordinances Sections 2-562 through 2-564 to change the composition of the Paducah Industrial Development Authority from six (6) to seven (7) members and allow for the appointment of members in the manner described by the Interlocal

December 15, 2020

Cooperation Agreement as established by the City of Paducah, McCracken County, the Paducah Industrial Development Authority and the Greater Paducah Economic Development Council. Further, this ordinance removes the restriction that members cannot hold any official office in the City or County and brings the terms of members in line with said Interlocal Cooperation Agreement.

Adopted on call of the roll yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(ORD 2020-12-8665; BK 36)**

PRESENTATIONS:

Communications Manager Pam Spencer offered the following summary for three presentations made at the Commission Meeting:

“Plaque Presentation in Honor of Service on the Paducah Board of Commissioners

Mayor Brandi Harless, Mayor Pro-Tem Richard Abraham, Commissioner Gerald Watkins, and Commissioner Brenda McElroy have each received a plaque in recognition of their dedicated service, devotion, and commitment to the City of Paducah. This Commission meeting is the final meeting of the year and the last time for this current class, Commission Class #42 to be together in official capacity.

LOVE Awards Presentation

City Manager Jim Arndt recognized the employees who are receiving LOVE awards this year. The Living Our Values Every Day Awards recognize employees who embrace the City’s organizational values. The employees are nominated by other employees with a city employee team reviewing the nominations to select one employee (or team of employees) for each of the six organizational values. This year, 64 nomination forms were received. The award recipients are as follows:

- Action-Oriented: Amy Travis, Police Department
- Customer Experience: Alex Sherwood, Customer Experience Department
- Every Person Matters: Jonathan Perkins, Finance Director
- Fiscal Responsibility: Mary Wurth, Parks and Recreation Department
- Personal Accountability: Lindsay Parish, City Clerk and Customer Experience Department Director
- Solution-Driven: Michelle Smolen, Assistant City Manager, and Stefanie Suazo, Human Resources Director

Be sure to check the City’s social media pages over the next few days to see the names of employees nominated for each value and images of the award recipients.

FY2020 Comprehensive Annual Financial Report Presentation

Finance Director Jonathan Perkins and David Hampton of Kemper CPA Group, LLP provided an overview of the City’s Comprehensive Annual Financial Report (CAFR) which includes the City audit. The audit is required by State law; however, the CAFR is a voluntary document that the City prepares to provide additional information and transparency to the public. The report is for the fiscal year that ended June 30, 2020. Paducah is one of the few cities in Kentucky that prepares a CAFR. For 29 consecutive years, Paducah has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA). The entire CAFR report and previous audits dating back to 2001 can be found on the City’s website, www.paducahky.gov.”

CONSENT AGENDA

Mayor 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 remaining items on the Consent Agenda.

I(A)	Approve Minutes for the December 8, 2020 Paducah Board of Commissioners Meeting
I(B)	Receive & File Documents: <u>Minute File:</u> 1. Notice of Meeting of the Board of Commissioners of the City of Paducah, Kentucky for meeting dated December 8, 2020 <u>Contract File:</u>

December 15, 2020

	1. Contract For Services – FY 2021 – W. W. Young Community Center - \$1,100 – signed by City Manager <u>Financials</u> 1. Paducah Water Works – October, 2020 – Financial Highlights
I(C)	Reappointment of Glenn Denton and Kelm Burchard and Appointment of Sara Bradley (to replace Linda Curtis, whose term as expired) to the Paducah Convention & Visitors Bureau. These terms shall expire December 31, 2023.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING AN ADDITIONAL PAYMENT TO YOUNGBLOOD EXCAVATION CONTRACTORS IN THE AMOUNT OF \$1,400 FOR MEETING ALL EARLY COMPLETION DEADLINES RELATED TO CONSTRUCTION OF THE PECK EDUCATION TRAIL (MO #2416; BK 11)
I(F)	A MUNICIPAL ORDER ACCEPTING THE BID OF FINLEY FIRE EQUIPMENT, INC., FOR SALE TO THE CITY OF ONE (1) PUMPER TRUCK IN THE AMOUNT OF \$515,360, FOR USE BY THE PADUCAH FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2417; BK 11)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO APPLY FOR A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) GRANT THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$559,821 FOR REIMBURSEMENTS FOR THE SALARIES OF PADUCAH POLICE OFFICERS AND FIREFIGHTERS BEGINNING JUNE 4, 2020, FOR THE ENTIRE ALLOTMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY THE DEPARTMENT OF LOCAL GOVERNMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2418; BK 11)
I(H)	A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2398 ENTITLED, "A MUNICIPAL ORDER APPROVING AND ADOPTING THE GROUP LIFE INSURANCE BENEFITS PROPOSAL WITH MUTUAL OF OMAHA IN A TOTAL ANNUAL GROUP PREMIUM AMOUNT OF \$44,453.40 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME," TO REMOVE THE PREFERRED CHOICE VOLUNTARY SHORT-TERM DISABILITY AND VOLUNTARY LONG-TERM DISABILITY (MO #2419; BK 11)

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

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

RESOLUTION

RESOLUTION RELATED TO ALCOHOL LICENSING RENEWAL FEES

Commissioner McElroy offered motion, seconded by Mayor Harless that the Board of Commissioners adopt a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, ENCOURAGING THE INCOMING BOARD OF COMMISSIONERS TO CONSIDER RELIEF OPTIONS RELATED TO ALCOHOL LICENSING RENEWAL FEES."

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

ORDINANCE ADOPTION

APPROVE SPROCKET \$900,000 FORGIVABLE LOAN

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO.

December 15, 2020

2020-6-8641; AUTHORIZING CITY OF PADUCAH TO EXECUTE A FORGIVABLE LOAN AGREEMENT WITH SPROCKET, INC., IN AN AMOUNT UP TO \$900,000 TO PARTIALLY FUND THE CONSTRUCTION COST OF A RENOVATED FACILITY THAT WILL BE USED FOR THE CREATION OF NEW START-UP BUSINESSES AND JOB OPPORTUNITIES WITHIN THE CITY OF PADUCAH, AND TO EXECUTE THE OTHER AGREEMENTS AND DOCUMENTS THAT ARE A PART THEREOF.” This Ordinance is summarized as follows: This ordinance authorizes the execution of a Forgivable Loan Agreement with Sprocket, Inc., in an amount up to \$900,000.00 for a portion of the construction cost, systems and improvements of facilities at the Sprocket location together with the Loan Guaranty Agreement and other agreements, instruments or certifications which may be necessary to accomplish said forgivable loan. Further, this ordinance authorizes the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended to transfer \$900,000 from Debt Service Undesignated Fund Balance (3000) to the General Fund Note Receivable Account 1000-101055.

Adopted on call of the roll yeas, Commissioners McElroy, Watkins, Wilson and Mayor Harless (4), nays, Commissioner Abraham (1). **(ORD 2020-12-8666; BK 36)**

ORDINANCE INTRODUCTION

GREENWAY TRAIL PHASE V – CHANGE ORDER #1 TO JIM SMITH CONTRACTING, LLC CONTRACT FOR \$37,585.10

Mayor Harless offered Motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING, LLC, TO INCREASE THE CONTRACT BY \$37,585.10 FOR THE GREENWAY TRAIL PHASE V PROJECT.” This ordinance is summarized as follows: This ordinance authorizes the execution of Change Order No. 1 for an increase in the net amount of \$37,585.10 with Jim Smith Contracting, LLC, for a new total contract cost of \$516,935.60 for the Greenway Trail Phase V project.”

CITY MANAGER COMMENTS

- Expressed his appreciation for the work the Commission has done.
- Ribbon Cutting for the Peck Addition at Noble Park has been moved to 2:00 p.m. on Thursday
- Expressed his appreciation for the work Mark Thompson has done as Director of Parks & Recreation. His retirement is effective December 31, 2020. As a farewell to Mark all who want may gather at the Farmers’ Market on Saturday, December 19, at 9 a.m. to walk the Greenway Trail with Mark. Masks and social distancing please.

CITY COMMISSION COMMENTS

- Each Commissioner expressed their appreciation for one another and the work that has been accomplished during this term.
- Commissioner Wilson reminded everyone that the memorial service for Commissioner and Mrs. Coleman will be Thursday at 11:00 a.m. at Washington Street Baptist Church.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Watkins, to adjourn the meeting of the Paducah Board of Commissioners. All in favor.

Meeting ended at approximately 7:14 p.m.

ADOPTED: January 12, 2021

George Bray, Mayor

ATTEST:

December 15, 2020

Lindsay Parish, City Clerk

January 12, 2021

Minute File:

1. Notice of Called Joint Meeting between the Board of Commissioners of the City of Paducah, Kentucky, and the McCracken Fiscal Court – December 15, 2020
2. Oath of Office for Mayor George Bray
3. Oath of Office for Commissioner Carol Gault
4. Oath of Office for Commissioner David Guess
5. Oath of Office for Commissioner Raynarldo Henderson
6. Oath of Office for Commissioner Sandra Wilson

Contract File:

1. One-Year Renewal Agreement – Compost Grinding of Tree Debris and Yard Waste – Central Paving Company – **MO #2081**
2. Contract between the City of Paducah and Galls, LLC for purchase of uniform and gear for Paducah Police Department **MO #2403**
3. Invoice for Consultant Services – KEDFA – Tax Increment Financing – Downtown Riverfront Development Project \$25,000 **MO #2408**
4. Interlocal Agreement for Fire and Rescue Services - Water Response **MO #2412**
5. Contract For Services – KOA Hills Consulting, LLC \$95,200, **MO #2413**
6. Contract For Services – Retail Strategies, LLC \$40,000, **MO #2414**
7. Paducah-McCracken County Emergency Operations Plan – Updated July 1, 2020 – and Executive Order - **MO #2415**
8. Agreement between City of Paducah and Finley Fire Equipment for purchase of one (1) pumper truck in the amount of \$515,360 and Notice of Award – **MO #2417**
9. Commonwealth of Kentucky and the City of Paducah – Coronavirus Relief Fund For States – **MO #2418**
10. Contract For Services – City of Paducah – W. C. Young Community Center – signed by City Manager
11. Scope of Work & Proposed Engineering Fee – Bacon/Farmer/Workman – Design for 25th and 24th Street Projects – **ORD 2020-11-8661**
12. Amendment #3 to Agreement For Professional Engineering Services – between City of Paducah and HDR Engineering, Inc., - Pump Stations #3 and #9 - \$81,500 – **ORD 2020-11-8662**
13. Tennessee RiverTowns Program State 1: Celebrate Partnership Agreement – between the Tennessee RiverLine and Paducah-McCracken County – **signed by City Manager October, 2020**

Financials File:

1. Financial Highlights – Paducah Water Works – ending October 31, 2020

Bids File:

1. Response to Request for Engineering Services Contract – South 25th Street Improvement Project – Bacon/Farmer/Workman

2. Request For Bid -Finley Fire Equipment – One (1) Pumper Truck

CITY OF PADUCAH
January 12, 2021

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

1/7/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
January 12, 2021**

NEW HIRES - FULL-TIME (F/T)

<u>GENERAL GOVERNMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bray, George P.	Mayor	Beginning of Term	NCS	Ex	January 1, 2021
Guess, David	Commissioner	Beginning of Term	NCS	Ex	January 1, 2021
Gault, Carol	Commissioner	Beginning of Term	NCS	Ex	January 1, 2021
Henderson, Raynarldo	Commissioner	Beginning of Term	NCS	Ex	January 1, 2021

PUBLIC WORKS

Marquiss, Aaron E.	Fleet Mechanic II	\$20.00/hr	NCS	Non-Ex	January 14, 2021
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PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>PUBLIC WORKS</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>
Coursey, Jason	Street Supervisor \$24.27/hr	Street Superintendent \$30.00/hr	NCS	Ex	December 31, 2020

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Griggs, Billy M.	Code Enforcement Officer	Retirement	December 31, 2020

FIRE - SUPPRESSION

Jackson, Gary	Lieutenant	Retirement	December 31, 2020
Styers, James B.	Laborer - Parks Maintenance	Voluntary Resignation	January 3, 2020

GENERAL GOVERNMENT

Abraham, Richard	Commissioner	End of Term	December 31, 2020
Harless, Brandi	Mayor	End of Term	December 31, 2020
McElroy, Brenda	Commissioner	End of Term	December 31, 2020
Watkins, Gerald	Commissioner	End of Term	December 31, 2020

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: City Audit (CAFR) - Fiscal Years 2021, 2022 & 2023 - **J PERKINS**

Category: Municipal Order

Staff Work By: Jonathan Perkins, Audra Herndon

Presentation By: Jonathan Perkins, Audra Herndon

Background Information: KY Revised Statue 91A-040 requires an annual audit of each fund of the City by an auditor of public accounts or a certified public accountant. The City is also subject to the Federal Single Audit Act for audit reporting requirements. The independent certified public accounting firm of Kemper CPA Group, LLP has conducted this audit, and all the requirements associated with the Single Audit Act as well as the Government Finance Officers Association Comprehensive Annual Financial Report (CAFR) certificate of achievement program, for the last several years.

Although professional services do not require it, typically staff would submit 'requests for proposals' for the CAFR and all the associated requirements for the upcoming fiscal years. However, the next 3 fiscal years will be anything but typical with the City's planned continuation of financial-related software conversions, which is still in progress and is expected to continue through the next few fiscal years; not to mention the challenges that come with working around COVID-19. This will include the conversion of several separate and distinct financial-related software systems, including 'Human Resources/Payroll', credit card programming, 'Tyler Content Management' (TCM), 'Fleet Management' and 'Work Orders' which are the largest of the packages yet to be converted and/or implemented.

In order to provide continuity during this time of continued transition, remaining with our current auditing partner makes sense, both for continuity and staff efficiency. Staff negotiated with Kemper CPA Group, LLP for a 3-year contract; which is a fixed price for each of the 3 fiscal years included in the proposal.

Kemper CPA Group, LLP has agreed to a fixed price for the 3 fiscal years (2021, 2022 & 2023), in total, not to exceed \$168,700.

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: Audit - various funds

Account Number:

Staff Recommendation: Authorize Mayor to sign all necessary documents to accept the proposal of Kemper CPA Group, LLP for the preparation of the City's financial audits (and related CAFR - comprehensive annual financial reports, forms, schedules, reviews, etc.) for the fiscal years ending June 30, 2021, 2022 and 2023. Total audit fee not to exceed \$168,700.

Attachments:

1. MO - audit FY2021-FY2023
2. Kemper CPA FY2021-2023 Audit Engagement Letter

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF KEMPER CPA GROUP, LLP FOR THE PREPARATION OF THE CITY’S COMPREHENSIVE ANNUAL FINANCIAL REPORTS FOR FISCAL YEARS ENDING JUNE 30, 2021, 2022, AND 2023, IN AN AMOUNT NOT TO EXCEED \$168,700 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah accepts the proposal of Kemper CPA Group, LLP for the preparation of the City’s Comprehensive Annual Financial Reports for Fiscal Years ending June 30, 2021, 2022, and 2023 for a total sum not to exceed \$168,700, and authorizing the Mayor to execute all documents relating to same.

SECTION 2. This agreement shall be funded through various audit accounts.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
MO\ audit FY2021-FY2023



January 4, 2021

To the Mayor, Board of Commissioners, City Manager and Finance Director of
City of Paducah, Kentucky

We are pleased to confirm our understanding of the services we are to provide City of Paducah, Kentucky for the years ended June 30, 2021, 2022 and 2023. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Paducah, Kentucky as of and for the years ended June 30, 2021, 2022 and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Paducah, Kentucky's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Paducah, Kentucky's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension and Other Post Employment Benefit Trust Fund Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Paducah, Kentucky's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Supplementary Budgetary Comparison Information
- 3) Combining and Individual Non-Major Governmental and Proprietary Fund Financial Statements
- 4) Combining and Individual Fiduciary Fund Financial Statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Tables

In addition, we will assist the City with all manners of reports and/or filings required by the GFOA Certificate of Achievement Application Program.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Mayor and Board of Commissioners of the City of Paducah, Kentucky. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the

reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Paducah, Kentucky's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Paducah, Kentucky's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Paducah, Kentucky's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Paducah, Kentucky in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by mid-June of the fiscal year.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our

report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to City of Paducah, Kentucky; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kemper CPA Group, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kemper CPA Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City of Paducah, Kentucky. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately mid-June and to issue our reports no later than December 31st. David Hampton is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$55,300, \$56,200 and \$57,200 for the fiscal years ending June 30, 2021, 2022 and 2023, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, if we are called upon by you, or otherwise required by legal process, to provide information, documentation or other responses involving you, your company or anyone affiliated with your company in any manner whatsoever, including but not limited to the production of records, answering subpoenas, answering interrogatories, participating in depositions, testifying in court, consulting with others, or any other use of our time or resources as in our sole judgment may be required, the charges for such time and related costs, including legal counsel to advise us with regard to such matters, shall be billed to you and you agree to pay for any and all such charges as may be presented to you in our billings. We may require a retainer in such amounts as we deem necessary, and you agree to pay any such amounts billed in advance. At such times as the retainer amount has been applied to charges to your account, we may bill you in advance for funds to replace the retainer. Any unapplied funds remaining following the conclusion of our work in these matters will be returned to you.

You hereby agree to indemnify and hold harmless Kemper CPA Group LLP and its partners, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of any services by Kemper CPA Group LLP under this engagement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of fees we receive from you for this engagement, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or cause of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. In no event will Kemper CPA Group LLP be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this agreement to which the claim relates, or for any consequential, indirect, lost profit, punitive or similar damages relating to Kemper CPA Group LLP's services provided under this agreement.

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within 60 days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Acceptance

You acknowledge having read this agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same, and fully understand and agree to be bound by the terms of this agreement.

Please indicate your understanding and acceptance of this agreement and your intention to be legally bound by executing this agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Kemper CPA Group, LLP

Certified Public Accountants and Consultants

RESPONSE:

This letter correctly sets forth the understanding of City of Paducah, Kentucky.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Report

December 26, 2019

To the Partners of Kemper CPA Group LLP
and the Peer Review Committee of the Indiana CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP (the firm) in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Kemper CPA Group LLP has received a peer review rating of *pass*.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Application for the African American Cultural Heritage Action Fund Grant in the amount of \$50,000 for repairs and renovations to the Hotel Metropolitan - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information:

Grants from the National Trust for Historic Preservation's African American Cultural Heritage Action Fund are designed to advance ongoing preservation activities for historic places such as sites, museums, and landscapes representing African American cultural heritage. The fund supports work in four primary areas: Capital Projects, Organizational Capacity Building, Project Planning, and Programming and Interpretation.

Grants made from the African American Cultural Heritage Action Fund will range from \$50,000 to \$150,000. In 2020, the National Trust awarded \$1.6 million to 27 projects. Since establishing the African American Cultural Heritage Action Fund's National Grant Program in 2017, the National Trust has invested \$4.3 million in 67 diverse preservation projects across the country.

The City of Paducah wishes to apply for a \$50,000 grant within the Capital Projects category for the Hotel Metropolitan on Oscar Cross Avenue. Since 1999, the Upper Town Heritage Foundation has worked to restore the Paducah landmark that opened in 1909 as the only lodging option for black people traveling through Paducah. Some of the century's most notable politicians, athletes and musicians, such as B.B. King, Ella Fitzgerald and Louis Armstrong, stayed at the hotel that is now a black history museum and gathering point for the community. The grant funds would pay for rehabilitating the Purple Room, a building offset from the Hotel that was constructed during segregation for parties, community meetings and performances by the various big bands that traveled through Paducah. Grant funds will help ongoing electrical system updates, historic window restoration and ceiling repair. The Hotel Metropolitan also needs its flooring reinforced.

Matching funds are not required for the grant application. Applying is a two-step process that begins with a Letter of Intent due online January 15. The Letter of Intent review period will take approximately eight weeks and if it is accepted, a full application will be requested. Instructions on how to complete the full application will be sent only to those organizations moving forward, and applicants will have approximately six weeks to complete and submit the full application.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct Mayor to execute all required grant application documents.

Attachments:

1. ORD– Hotel Metropolitan African American Civil Rights Grant 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN AN AFRICAN AMERICAN CIVIL RIGHTS GRANT, THROUGH THE NATIONAL PARK SERVICE, IN AN AMOUNT NOT TO EXCEED \$50,000.00, ON BEHALF OF THE HOTEL METROPOLITAN

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

SECTION 1. The City of Paducah hereby authorizes and directs the execution of a grant application and all documents necessary to obtain an African American Civil Rights Grant, through the National Park Service, in an amount not to exceed \$50,000.00, on behalf of the Hotel Metropolitan. No match is required for this grant.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 12, 2021
Recorded by Lindsay Parish, City Clerk, January 12, 2021
\\mo\grants\app – Hotel Metropolitan African American Civil Rights Grant 2021

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Approve an extension for the “Families First Coronavirus Response Act” to assist with the impact of COVID-19 until March 31, 2021 - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo, James Arndt

Presentation By: Stefanie Suazo

Background Information: Enact a voluntary extension of the Municipal Order in response to the "Families First Coronavirus Response Act" that was signed into Law earlier this year, which created the Emergency Paid Sick Leave Act, and the Emergency Family Medical Leave Expansion Act (EFMLEA), this Municipal Order provides eligible City employees for two weeks of paid leave at their regular rate of pay who qualify for any of the approved reasons listed, additionally all eligible employees will have job-protection for 12-weeks for other reasons resulting from the COVID-19 epidemic. This would extend the Municipal Order from December 31, 2020 until March 31, 2021. The extension does not reset any balances, it just allows employees more time to use the leave.

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: This Ordinance would support employees with isolation and quarantined situations allowing for leave for any employee diagnosed or with a documented exposure to COV-19. It will also grant job-protection for employees that may miss work due to childcare issues and the COVID-19 virus.

Attachments:

1. FMLA Coronavirus Response Extension 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ENACTING A VOLUNTARY EXTENSION OF THE LEAVE POLICY FOR THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT TO PROVIDE ADDITIONAL LEAVE TIME AND PROTECTIONS TO ELIGIBLE EMPLOYEES OF THE CITY OF PADUCAH RELATED TO THE COVID-19 PANDEMIC THROUGH MARCH 31, 2021

WHEREAS, the President signed into law the “Families First Coronavirus Response Act” to assist with the impact of COVID-19, employees may be eligible for additional leave under the law; and

WHEREAS, to comply with the temporary leave requirements, the City of Paducah, Kentucky, altered its leave policy by the adoption of Municipal Order No. 2336 on March 31, 2020; and

WHEREAS, said Municipal Order expired along with the expiration of the Families First Coronavirus Relief Act as of December 31, 2020; and

WHEREAS, the City now desires to voluntarily extend the timeframe of the leave policy from December 31, 2020 until March 31, 2021; and

WHEREAS, said extension does not reset any balances of eligible City of Paducah employees, but only allows employees more time in which to use the leave which was allotted.

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

1. Pursuant to the Emergency Paid Sick Leave Act, all employees are eligible for two weeks of paid leave at their regular rate of pay for the following reasons. Eligible full-time employees will receive up to eighty (80) hours of paid sick leave. Eligible part-time employees will receive pay based on the average number of hours worked over the last six months. The Act allows the employers to exclude healthcare providers and emergency responders from the definition of employees who are allowed to take such leave.
 - a. Subject to a federal, state or local quarantine or isolation order related to COVID-19;
 - b. Advised by a healthcare provider to self-quarantine due to COVID-19 concerns;
 - c. Experiencing COVID-19 symptoms and seeking medical diagnosis;
 - d. Caring for an individual subject to a federal, state or local quarantine or isolation order or advised by a healthcare provider to self-quarantine due to COVID-19 concerns (caring for another who is subject to an isolation order or advised to self-quarantine as described above is not limited to only family members).
 - e. Caring for the employee’s child if the child’s school or place of care is closed or the child’s care provider is unavailable due to COVID-19 precautions; or
 - f. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
2. Pursuant to the Emergency Family Medical Leave Expansion Act (EFMLEA), an employee that has been employed for thirty (30) days or more is eligible for up to twelve (12) weeks of job-protected leave to allow the employee, who is unable to work or telework, to care for the employee’s child (under 18 years of age) if the child’s school or place of care is closed or the childcare provider is unavailable due to a public health emergency. The Act allows the employers to exclude healthcare providers and emergency responders from the definition of employees who are allowed to take such leave.

- a. The first 10 days of EFMLEA-qualified leave are unpaid. An employee may either be eligible for Emergency Paid Sick Leave as outlined in paragraph 1. or may take other paid leave concurrently with the EFMLEA.
 - b. Beginning the third week of EFMLEA, an eligible employee shall be paid according to the following:
 - i. Full-time employees at two-thirds the employee's regular rate for the number of hours the employee would otherwise be normally scheduled. The EFMLEA limits this pay entitlement to \$200 per day and \$10,000 in the aggregate per employee.
 - ii. Employees who work a part-time or irregular schedule are entitled to be paid based on the average number of hours the employee worked for the six months prior to taking Emergency FMLA. Employees who have worked for less than six months prior to leave are entitled to the employee's reasonable expectation at hiring of the average number of hours the employee would normally be scheduled to work.
 - c. The city will return the employee to their prior position in accordance with the restoration requirements of the FMLA.
 - d. The city's FMLA leave is otherwise unchanged and any EFMLEA leave will count toward the employee's total twelve (12) weeks of job-protected FMLA leave.
3. The executive authority shall determine which employees are eligible for continued work or telework based on the needs and capacity of the city.

All other Employee Manual rules shall remain in force.

This order will terminate as of March 31, 2021.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

MO\FMLA Coronavirus Response Extension 2021

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Approve Termination of the Agreement with Lose & Associates, Inc., for an Indoor Recreation & Aquatic Facility Design and Management Services - **J ARNDT**

Category: Municipal Order

Staff Work By: Lindsay Parish, James Arndt

Presentation By: James Arndt

Background Information:

History: Municipal Order No. 2281, adopted on August 27, 2019, authorized the Mayor to enter into a professional design and construction management services agreement with LOSE & Associates, Inc. for design and construction management services for an Indoor Recreation and Aquatics Facility. On August 11, 2019, Municipal Order No. 2370 was adopted by the Commission authorizing the suspension of said agreement until January of 2021.

Action: If adopted, this Municipal Order would terminate the agreement with Lose & Associates, Inc., pursuant to Section 9.5 of said agreement and authorize and direct the City Manager to provide written notice to Lose & Associates, Inc. of the termination. Further, this authorizes the payment any outstanding invoices for work already completed pursuant to Section 9.6 of the Agreement.

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:

Attachments:

1. Lose & Associates Agreement Termination

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER TERMINATING THE AGREEMENT WITH LOSE &
ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS
FACILITY

WHEREAS, Municipal Order No. 2281, adopted on August 27, 2019, authorized the Mayor to enter into a professional design and construction management services agreement with LOSE & Associates, Inc.; and

WHEREAS, Municipal Order No. 2370, adopted on August 11, 2019, authorized the suspension of said agreement until January of 2021; and

WHEREAS, the City of Paducah now desires to terminate said agreement with Lose & Associates, Inc., pursuant to Section 9.5 of said agreement.

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

SECTION 1. That the City of Paducah hereby terminates the Agreement between the City of Paducah and Lose & Associates, Inc., dated August 27, 2019, (hereafter “the Agreement”) pursuant to Section 9.5 of the Agreement and authorizes and directs the City Manager to provide written notice to Lose & Associates, Inc. that the Agreement is hereby terminated.

SECTION 2. The City of Paducah shall compensate Lose & Associates, Inc., for services performed prior to termination, reimbursable expenses incurred, and costs attributed to termination, including the costs attributable to Lose & Associates’ termination of consultant agreements, pursuant to Section 9.6 of the Agreement.

SECTION 3. That all orders or parts thereof in conflict with the provisions of this Municipal Order are, to the extent of such conflict, hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\MO\Lose & Associates Agreement Termination

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Alcoholic Beverage License Renewal Waiver - J ARNDT

Category: Ordinance

Staff Work By: Lindsay Parish, Stacey Young, Stephanie Millay, Jonathan Perkins, Pam Spencer, Michelle Smolen
Presentation By: James Arndt

Background Information:

History: Due to the COVID-19 pandemic, and subsequent Executive Orders from the Kentucky Office of the Governor, many businesses were required to close and/or operate at diminished capacity in 2020. While these measures were necessary for public health, they have caused a substantial financial impact on restaurants, bars and other businesses in the City of Paducah and across the Commonwealth who have had to be closed for periods of time during 2020.

The Kentucky Department of Alcoholic Beverage Control has allowed for a twelve (12) month fee waiver for certain Kentucky State alcoholic beverage license types. This ordinance would waive local alcohol renewal fees for those same license types for those businesses set to renew on January 31, 2021.

Action: The renewal fees for the following alcohol license types would be waived entirely for 2021 by the adoption of this ordinance:

- Brewer's License
- Caterer's License
- Extended Hours Supplemental License
- Microbrewery License
- NQ-1 Retail Drink License
- NQ-2 Retail Drink License
- NQ-3 Retail Drink License
- NQ-4 Retail Malt Beverage Drink License
- Qualified Historic Site License
- Quota Retail Drink License
- Special Sunday Retail Drink License
- Supplemental Bar License

All other renewal fees, except for those listed above, would remain due and payable on or before the January 31, 2021, deadline.

Business Benefit: The total benefit to local businesses provided by the passage of this ordinance is estimated to be approximately \$96,830.

Communication: If adopted, each licensee with renewal fees due or waived for January 31st will receive a phone call from the Customer Experience Department with information specific to their licenses. Information will also be sent out via the City Commission Highlights and City social media. Licensees will also receive information in the mail from the Paducah Finance Department.

Additional Information: Businesses would still be required to submit to the Paducah Finance Department a copy of the business's 2022 State Alcoholic Beverage License on or before January 31, 2021, in order to receive their local Alcoholic Beverage License. Businesses would also still need to have a current business license, and be up to date on payroll taxes and property taxes in order to receive their local alcohol license.

Emergency Adoption: Further, this ordinance will be an emergency ordinance which will have only one reading before the Commission due to the need to mitigate the local economic effects of the COVID-19 pandemic and the fact that the deadline for alcohol license renewal fees is rapidly approaching.

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

If yes, please list the Action Step Item Codes(s): E-1 Be a small business advocate and resource for new and existing businesses

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve an Emergency Ordinance for the waiving of alcohol license renewal fees for the January 31, 2020 renewal deadline.

Attachments:

1. Ordinance - Alcohol Renewal Fee Waiver

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AUTHORIZING THE ONE-TIME WAIVING OF LOCAL ALCOHOLIC BEVERAGE LICENSE RENEWAL FEES FOR CERTAIN ALCOHOL LICENSE TYPES FOR THE JANUARY 31, 2021, RENEWAL DEADLINE TO MITIGATE THE IMPACT OF THE COVID-19 PANDEMIC AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the President of the United States and the Governor of Kentucky have both declared a State of Emergency in response to the novel coronavirus (COVID-19) pandemic; and

WHEREAS, due to the COVID-19 pandemic, and subsequent Executive Orders from the Kentucky Office of the Governor, many businesses were required to close and/or operate at diminished capacity in 2020; and

WHEREAS, the City Commission understands that these measures, while necessary for public health, have caused a substantial financial impact on restaurants, bars and other businesses in the City of Paducah and across the Commonwealth; and

WHEREAS, the City Commission recognizes that this financial impact constitutes a substantial burden on local restaurants, bars and other businesses; and

WHEREAS, the Kentucky Department of Alcoholic Beverage Control has allowed for a twelve (12) month fee waiver for certain Kentucky State alcoholic beverage license types;

WHEREAS, it is the desire of the City Commission to assist local businesses, where possible, to manage the financial burden caused by the pandemic; and

WHEREAS, the Board of Commissioners declares an emergency to exist due to the need to mitigate the local economic effects of the COVID-19 pandemic and the approaching deadline for the payment of renewal fees to be waived.

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

SECTION 1. Waiver of Fees. That the annual alcoholic beverage license renewal fee set forth in Paducah Code of Ordinances Sec. 6-37 is hereby waived for license renewals with a deadline of January 31, 2021, for the following license types:

- Brewer's License
- Caterer's License
- Extended Hours Supplemental License
- Microbrewery License

- NQ-1 Retail Drink License
- NQ-2 Retail Drink License
- NQ-3 Retail Drink License
- NQ-4 Retail Malt Beverage Drink License
- Qualified Historic Site License
- Quota Retail Drink License
- Special Sunday Retail Drink License
- Supplemental Bar License

SECTION 2. Limited Applicability. That all other renewal fees, except for those waived in Section 1 above, shall remain in full force and effect and be due and payable on or before the January 31, 2021, deadline. Further, this waiver does not apply to alcohol license renewals due and payable on or before August 31, 2021, or any renewal fees due and payable thereafter. Additionally, there shall be no waiver of fees for new alcoholic beverage licenses.

SECTION 3. Renewal Process. That each business entity whose license renewal fee is waived pursuant to this Ordinance shall be required to submit to the Paducah Finance Department a copy of the business's 2022 State Alcoholic Beverage License on or before January 31, 2021, in order to receive their local Alcoholic Beverage License. Further, each business entity's business license, payroll taxes, and property taxes must be current with the Paducah Finance Department in order for the local alcohol license to be issued.

SECTION 4. Emergency Declared. Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this ordinance. As grounds therefor, the City Commission does hereby declare an emergency to exist due to the need to mitigate the local economic effects of the COVID-19 pandemic and the fact that the deadline for alcohol license renewal fees is approaching.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon its adoption by affirmative vote of 2/3 or more of the legislative body.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced & Adopted by the Board of Commissioners _____

Recorded by Lindsay Parish, Paducah City Clerk, _____

Published by The Paducah Sun, _____

ORD\Alcohol Renewal Fee Waiver

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Greenway Trail Phase V- Change Order #1 to Jim Smith Contracting, LLC contract for \$37,585.10 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: On April 14, 2020, the City approved Ordinance 2020-04-8631, authorizing a construction contract with Jim Smith Contracting, LLC, for \$479,350.50 to construct the Greenway Trail Phase V.

As part of the Greenway Trail Phase V project, Change Order #1 is recommended to increase the project by \$37, 585.10, adjusting the total construction project from \$479,350.50 to \$516,935.60.

During construction of the project, large concrete deposits were discovered beneath the entire construction site requiring vertical field adjustments to the project. The entire project was raised 1'0" to 1'6" in the vertical plane to avoid excavating an unknown depth of concrete. This adjustment resulted in importing soil to provide a sufficient depth backfill and soil planting areas for landscaping in the project area. Line item change orders resulted in a credit to the contract for (\$65,846.32) followed with \$103,431.42 for item adjustments for a net additional change of \$37,585.10 to the original contract amount.

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

If yes, please list the Action Step Item Codes(s): I-1: Continue to expand the Greenway Trail Corridor throughout the City.

Funds Available: Account Name: Greenway Trail Phase V

Account Number: PA0111

Staff Recommendation: Authorize the Mayor to accept and execute Change Order #1 and any associated documents. Authorization increases Jim Smith Contracting, LLC's contract by \$37,585.10. The approval of the change order will increase the total contract amount of \$479,350.50 to \$516,935.60.

Attachments:

1. ORD - CHGORD1-Greenway Trail Phase V

ORDINANCE NO. 2021-01-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING, LLC, TO INCREASE THE CONTRACT BY \$37,585.10 FOR THE GREENWAY TRAIL PHASE V PROJECT

WHEREAS, On April 14, 2020, the City approved Ordinance 2020-04-8631, authorizing a construction contract with Jim Smith Contracting, LLC, for \$479,350.50 to construct the Greenway Trail Phase V; and

WHEREAS, during construction of the project, large concrete deposits required field adjustments to the project. The entire project was raised 1'0" to 1'6" in the vertical plane to avoid the concrete. This adjustment resulted in importing soil to provide backfill and planting areas for landscaping in the project area. Line items change orders resulted in (\$65,846.32) and \$103,431.42 for a net change of \$37,585.10; and

WHEREAS, Change Order No. 1 is required for an increase in the amount of \$37,585.10 adjusting the total construction project from \$479,350.50 to \$516,935.60.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 for an increase in the amount of \$37,585.10 with Jim Smith Contracting, LLC, for a total contract cost of \$516,935.60.

SECTION 2. This expenditure shall be charged to the Greenway Trail Phase V Project Account PA0111.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners December 15, 2020

Adopted by the Board of Commissioners _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\CHGORD1-Greenway Trail Phase V

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Approve the Consensual Annexation of 5540 Cairo Road - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Tammara Tracy

Background Information: The Petitioner, Chemstation, is requesting annexation into the City of Paducah via letter dated November 13, 2020. The area proposed for annexation is 11.029 acres near Exit 3. Case #ANX2020-134.

The Petitioner wishes to relocate their industrial cleaning business to the rear portion of the site to provide support services to existing businesses, including some in Commerce Park. One of the owner/operators of the business also plans on residing in the single-family residence located on the front portion of the site.

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 of the annexation

Attachments:

1. ORD - Annex 5440 Cairo Road
2. Base Map ANX2020-134 5540 Cairo Rd
3. Signed Request to Annex
4. Plat of Annexation 12-23-20 5540 Cairo Rd

ORDINANCE NO. 2021-_____-_____

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 11.029 acres of land located at 5540 Cairo 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 business which has requested the annexation; and

WHEREAS, the owner, Chemstation, 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

Lying on the Southerly side of Cairo Road (Kentucky Highway 305) and being the Heartland Janitorial Supplies LLC property recorded in Deed Book 1417, page 666 and part of the former Paducah & Illinois Railroad (now Paducah & Louisville Railway) property, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with Illegible cap in the South right-of-way line of Cairo Road at the Northeasterly corner of the Brad and Jack Buchanan property per Deed Book 1279, page 335, said point being S 7°52'45" E 30.00 feet from a point in the centerline of said Cairo Road that is 663.07 feet as measured Eastwardly along said centerline from its intersection with the center of a 7 foot by 3 foot concrete box culvert crossing under said Cairo Road at Highway Station 76+ 29.7 feet that is approximately 823.5 feet as measured Eastwardly along said centerline from its intersection with the centerline of Shaffer Road; THENCE FROM SAID POINT OF BEGINNING N 82°07'15" E with the South right-of-way line of said Cairo Road 283.33 feet to a ½" rebar with cap 3732 set at PC Station 85+76.1 and the beginning of a curve to the left having a radius of 2,894.79 feet; thence Northeastwardly with said curve to the left in said South right-of-way line of Cairo Road (a chord being N 80°14' 58" E 154.83 feet) a distance of 154.84 feet to an existing ½" rebar with cap 1955 at the Northwesternly corner of the AAA Stow A Way LLC property per Deed Book 1349, page 234 and Lot 1 per Plat Section "H", page 203, said point also being in the existing city limits line to the City of Paducah; thence S 22°39' 53" W with the Westerly line of said AAA Stow A

Way LLC property per Deed Book 1349, page 234 and Lot 1 per Plat Section "H", page 203 and also said existing city limits to the City of Paducah and passing an existing 1" iron pipe at 1,180.81 feet for a total distance of 1,383.71 feet to a point in the Southerly right-of-way line to the former Paducah & Illinois Railroad (now Paducah & Louisville Railway) as previously established per "Waiver of Subdivision at the Industrial Park West" recorded in Plat Section "L", page 1308; thence N 72°37'17" W with the Southerly right-of-way line of said former Paducah & Illinois Railroad (now Paducah & Louisville Railway) and Tracts C and F per Plat Section "L", page 1308 and also the existing city limits line to the City of Paducah 374.26 feet to a point at its intersection with the Easterly line projected Southwestwardly of aforesaid Brad and Jack Buchanan property per Deed Book 1279, page 335; thence N 22°33'59" E with the Easterly line projected Southwestwardly and the Easterly line of said Brad and Jack Buchanan property per Deed Book 1279, page 335 and passing an existing ½" rebar with cap 1955 at 202.27 feet for a total distance of 1,191.21 feet to the Point of Beginning and containing 11.029 acres as shown on "Annexation Plat for Chemstation" prepared by Siteworx Survey & Design LLC dated December 23, 2020.

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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 12, 2021

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

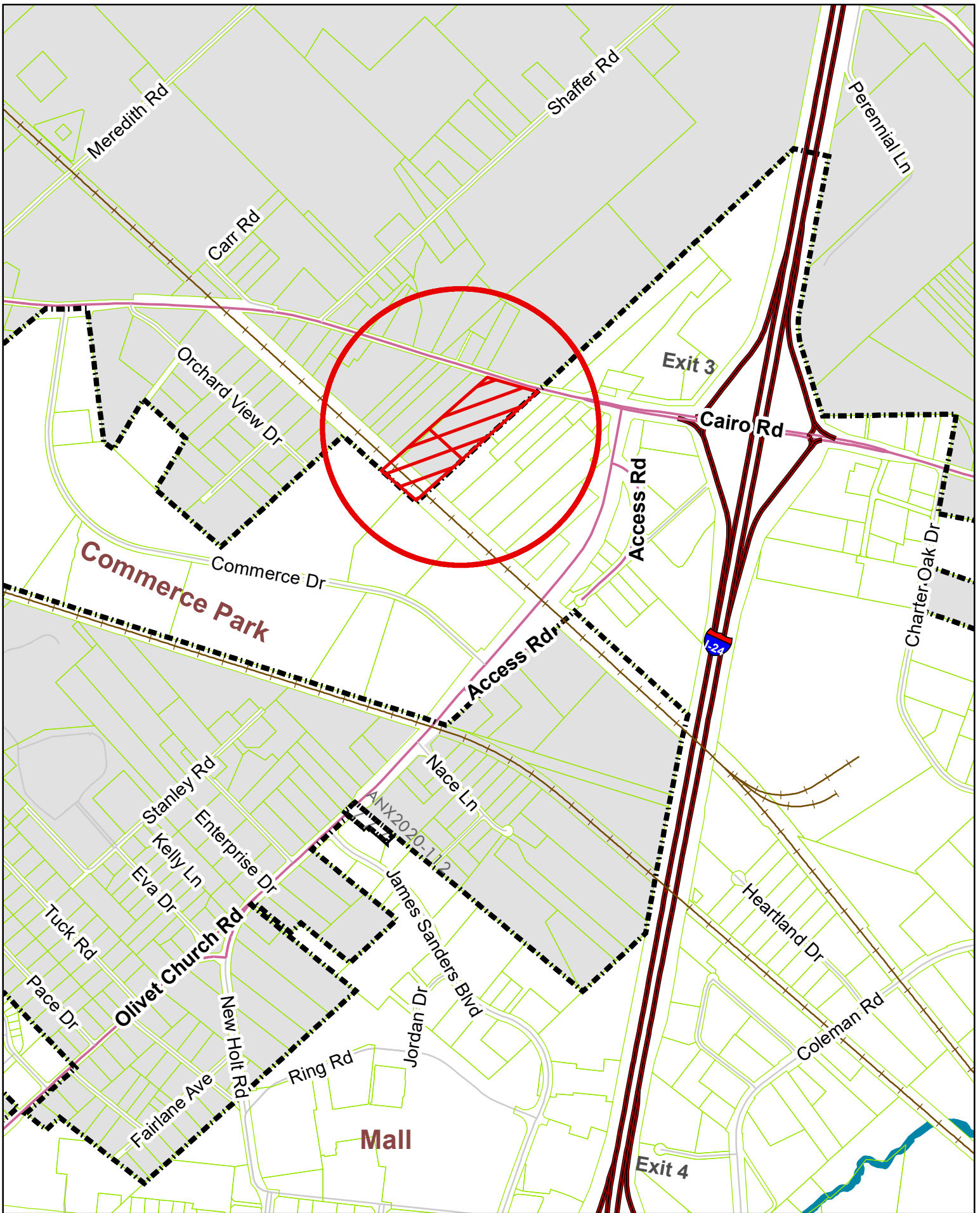
ORD\Plan\Annex – 5440 Cairo Road

CERTIFICATION

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

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 20__.

Lindsay Parish, City Clerk



Annexation Proposal ANX2020-134
5540 Cairo Rd

1,100 550 0 1,100 Feet



November 13, 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*
 5540 Old Cairo Road
 *Paducah, KY***

Dear Josh:

On behalf of the property owner, Chemstation, we are requesting the property located at 5540 Old Cairo Road to be annexed into the City of Paducah, and the zoning classification changed to M-1 & R-4, respectively. 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 10.99 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

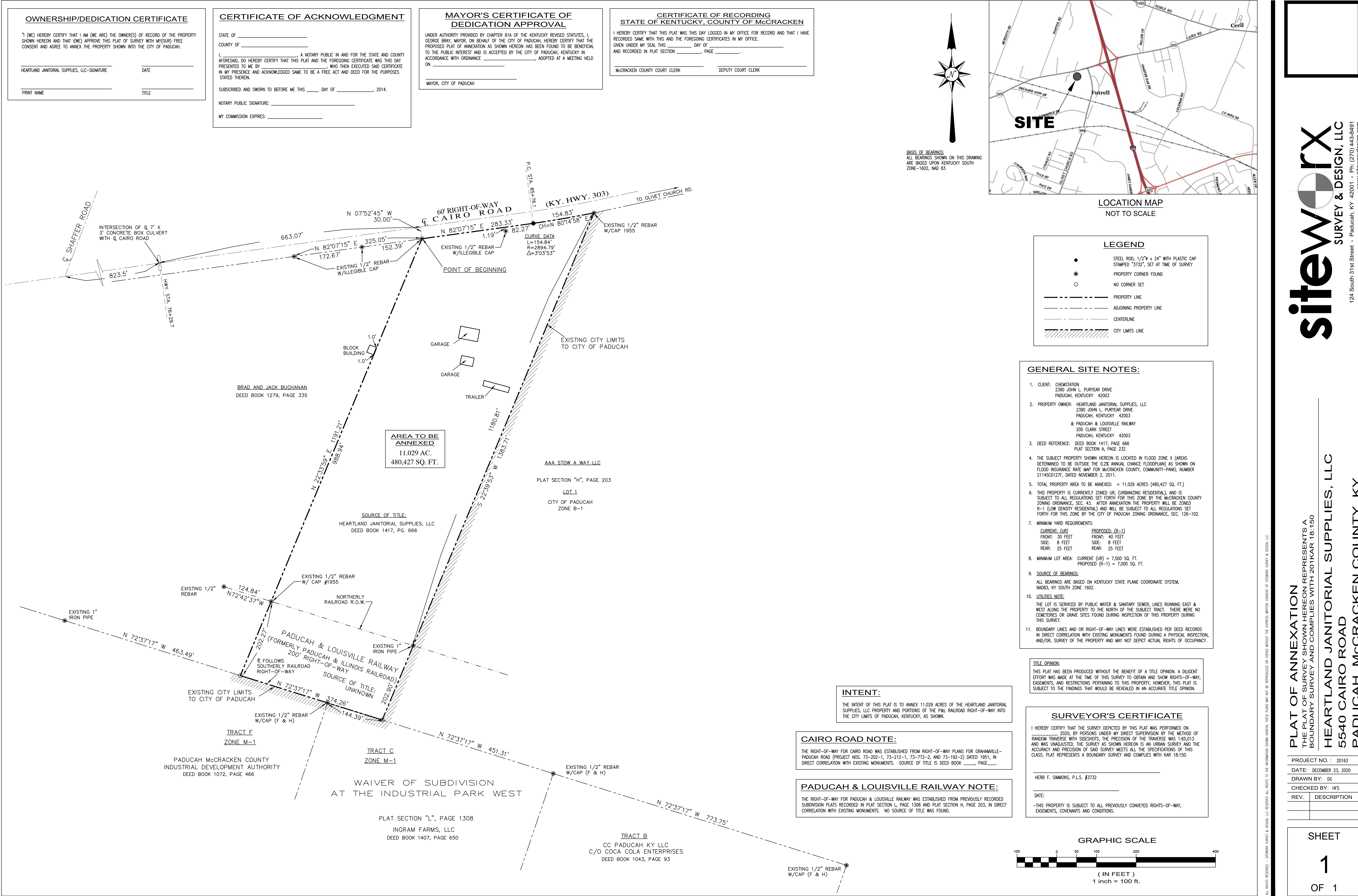


Jason L. Goins, P. E.
Principal

Chemstation



Tim Swinford
Owner



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

HEARTLAND JANITORIAL SUPPLIES, LLC
5540 CAIRO ROAD
PADUCAH, McCRACKEN COUNTY, KY

PROJECT NO.: 20163
DATE: DECEMBER 23, 2020
DRAWN BY: DG
CHECKED BY: HFS
REV. DESCRIPTION

SHEET
1
OF 1

ALL RIGHTS RESERVED - KENTUCKY SURVEY & DESIGN, LLC RESERVES ALL RIGHTS TO THE INFORMATION SHOWN HEREON. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF KENTUCKY SURVEY & DESIGN, LLC.

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

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Permitting for Dredging Project- Contract for Professional Services with HDR Engineering, Inc. for \$266,250.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: On Sunday, October 11, 2020, the Engineering Department published in the Paducah Sun a Request for Qualifications for professional services related to the Permitting for Dredging Project. Proposals were due on October 29, 2020. The Engineering Department received two (2) Statements of Qualifications (SOQ) from HDR Engineering, Inc. and Synterra Corporation. The review committee consisted of Rick Murphy, Melanie Townsend, Pam Spencer, Ty Wilson, and Alexandra Sherwood. Each review team member reviewed the SOQs with HDR Engineering, Inc. having the highest cumulative score.

On November 6, 2020 the Engineering Department notified both firms of the review committee's decision. At that time, a proposal of cost was requested from HDR Engineering, Inc. After careful review and negotiation with HDR Engineering Inc., a contract is submitted for \$266,250.00 for permitting services through submission of permits to US Army Corps of Engineers and KY Division of Water.

The Permitting for Dredging Project is funded through Federal Emergency Management Agency Public Assistance funds for 87% of the project cost.

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: Dredging

Account Number: DT0047

Staff Recommendation: Authorize the Mayor to execute the contract with HDR Engineering, Inc. in the amount of \$266,250.00 for professional services for the Permitting for Dredging Project.

Attachments:

1. ORD – HDR Permitting for Dredging Project 2021
2. _Proposal_ City of Paducah_2021 Jan_

ORDINANCE NO. 2021-_____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. IN AN AMOUNT OF \$266,250 FOR PROFESSIONAL SERVICES FOR THE PERMITTING FOR DREDGING PROJECT

WHEREAS, on Sunday, October 11, 2020, the Engineering Department published in the Paducah Sun a Request for Qualifications for professional services related to the Permitting for Dredging Project. Proposals were due on October 29, 2020; and

WHEREAS the Engineering Department received two (2) Statements of Qualifications (SOQ) from HDR Engineering, Inc. and Synterra Corporation; and

WHEREAS, after careful review and negotiation the review committee selected HDR Engineering, Inc., and a contract was submitted for \$266,250.00 for permitting services through submission of permits to US Army Corps of Engineers and KY Division of Water; and

WHEREAS, the Permitting for Dredging Project is funded through Federal Emergency Management Agency Public Assistance funds for 87% of the project cost; and

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

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

SECTION 1. The City Commission does hereby accept the proposal of HDR Engineering, Inc., to provide professional services for the Permitting for Dredging Project in an amount of \$266,250.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Professional Services Agreement with HDR Engineering, Inc. on behalf of the City of Paducah.

SECTION 3. This expenditure shall be charged to the Dredging Project No. DT0047.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 12, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____



January 6, 2021

Mr. Rick Murphy, PE
City of Paducah Engineer
300 South 5th Street
P.O. Box 2267
Paducah, Kentucky 42002-2267

Via Email: rmurphy@paducahky.gov

Subject: City of Paducah Riverfront – Transient Dock Project Proposal for Environmental Permitting

Dear Mr. Murphy:

HDR is pleased to present this proposal to the City of Paducah (City) for Environmental Permitting Services for Maintenance Dredging and Disposal Activities associated with the Paducah Riverfront Development – Transient Dock located along the Ohio River in McCracken County, Kentucky. This submittal includes HDR's understanding of the project, proposed scope of services, and estimated budget and schedule.

PROJECT UNDERSTANDING

On October 31, 2012 the Louisville District of the United States Army Corps of Engineers (USACE), under Department of the Army (DA) Permit # LRL-2008-1267-A, authorized the construction of a land mass extending out into the water from the left (south) bank of the Ohio River near Paducah and a transient dock. The work included construction of a floating dock with an overlook, and a gangway with amenities, on the left bank of the river, extending from approximate river mile 934.8 to river mile 935.1. HDR understands that since the completion of the project in 2017, areas within the original project footprint on the downstream side of the land mass have undergone sediment accumulation to an extent that is hindering use of the facility. Sediment accumulation along the left descending bank downstream of the land mass and past the Midwest Terminal loading facility are estimated at 596,000 cubic yards (CY) of material.

On June 15 and 16, 2020 HDR, on behalf of the City of Paducah, submitted a request for a DA Joint Permit and for an Individual Water Quality Certification to the Kentucky Division of Water (KDOW), respectively, for the Paducah Riverfront Transient Dock Access Improvement Project. While in coordination with the USACE, the KDOW floodplain management section in an August 18, 2020 letter denied issuing a permit due to the potential for negative impacts to the public water supply. The KDOW also requested documentation that the dredged and fill material placed in the floodway of the Ohio River would not result in an increase in base flood elevations. The City withdrew its application and decided to re-evaluate its options at that time.

HDR understands that the City is evaluating options for permitting and performing maintenance dredging activities to return the transient dock area to the design depths authorized by the previous DA permit. Based on the mutually agreed dredging footprint of 7.45 acres around the transient dock and total volume of sediment to be dredged (30,000 CY per year or as needed for 10 years per 9-10-20 conference call), a USACE Individual Permit (IP) will likely be required. HDR further understands that the City is targeting deep water disposal of dredged material as

the preferred disposal option approximately 3500' downstream of the transient dock and further offshore to avoid the Paducah Water Intake structure which extends approximately 325' into the river. Prior to performing dredging or disposal activities, the City must request and obtain authorization from the Louisville District of the USACE by submitting a Joint Application for an IP Authorization, along with a Clean Water Act (CWA) Section 404(b)(1) Alternatives Analysis. The Alternatives Analysis will evaluate options for dredging accumulated sediment and assess methods and potential locations for disposal of dredged material to identify the Least Environmentally Damaging Practicable Alternatives (LEDPA) for the proposed Transient Dock Maintenance Dredging Project (Project).

In addition to the IP application package, the project will require a CWA Section 401 Water Quality Certification and floodplain management permit from the Kentucky Division of Water (KDOW) along with Section 10 authorization under the Rivers and Harbors Act.

SCOPE OF WORK

TASK 1 – PROJECT TEAM COORDINATION AND MEETINGS

Complex regulatory permitting projects can be challenging in terms of maintaining schedule compliance and budget control. This task includes activities and project meetings (internal and external) required for tracking and maintenance compliance with the project scope, schedule and budget. HDR will address this challenge by maintaining frequent communications with the project team and by providing periodic project status updates. The purpose of Task 1 is to facilitate collaboration and coordination with representatives of the City (primarily through the City Engineer) and other resources. This task will also entail meetings with adjacent property/facility owners and other external agencies including resource agencies.

Assumptions

This task assumes coordination and the following virtual meetings listed in the bulleted items below for a period of 1.12 years as the estimated schedule indicates in the back of this submittal:

- 6 periodic project calls (internal meetings) with the City to provide status updates and coordinate information requests and submittals.
- 1 Meeting with adjacent property owner Midwest Terminal
- 1 Meeting with adjacent property owner Paducah Water
- 1 Interagency Pre- Application Meeting with the resource agencies including the USACE, KDOW, and the USFWS. The Pre-Application meeting will include a presentation and its goal will be to receive input / concurrence on the options being considered in the Project 404(b) (1) Alternatives.
- 1 Meeting with the USFWS and USACE discussing the biological assessment results and determination of formal consultation
- 1 Meeting with the KDOW to discuss the merits for a No Rise certification as identified in the August 2020 response letter.

TASK 2 – BATHYMETRIC SURVEY OF PROPOSED DEEP WATER DISPOSAL AREA (MER)

Task 2.1 Dredge Location near Transient Dock

HDR will use the most recent bathymetric survey data obtained from the City (March 2020) for use in the development of sediment deposition contours, aid in identification of dredge material locations and removal amounts, and mapping for the permit application.

Task 2.2 Disposal Location in deep water downstream

HDR will conduct a bathymetric survey of the proposed deep water disposal location using Moran Environmental Laboratory (MER) as a subconsultant to HDR. This survey is needed to provide actual bottom elevations for mussel surveys identified and discussed in TASK 5. Additionally, the survey will facilitate the hydraulic modeling of the disposal material by providing adequate sediment transport depths and locations.

A report of findings including digital terrain mapping and recommendations for deep water disposal locations will be provided for this task.

TASK 3 – SEDIMENT ANALYSIS

HDR will provide sampling and testing services of sediments collected from the Ohio River. The determination of the sediment composition will be used by the hydraulic modeling effort in TASK 4.2. The resource agencies may inquire if the material to be dredged and disposed in the river is composed of environmental contaminants along with the physical components to identify its content (clay, silt, fines content, etc.). This project will consist of a field investigation, analytical testing (both physical and chemical), and development of a narrative memorandum discussing the findings of the investigation.

HDR will collect grab soil samples from approximately 5 feet below the surface of the recently exposed land mass immediately downstream of the transient dock. Samples will be collected by hand auger from no more than three (3) discrete locations randomly chosen across the exposed area.

Additionally, HDR will use the services of MER during the mussel survey effort (Task 5) to obtain sediment samples from 4 different sites immediately adjacent to the transient boat dock within the proposed dredge limits. MER will also take one sediment sample from the deep water location for use within the hydraulic modeling effort.

Samples collected will be analyzed for gradation particle size, hydrometer, Atterberg Limits Index tests along with environmental testing for various constituents containing pesticides, heavy metals, hydrocarbons, volatile/semi-volatile organic compounds and PCBs.

HDR will summarize the results in a narrative memorandum.

TASK 4 – HYDRAULIC MODELING

Task 4.1 No Rise Certification

The Kentucky Division of Water (KDOW) floodplain section in an August 2020 letter, from the June 2020 permit submittal, has requested a no-rise certification for the disposal of dredged material in the middle of the river. The dredging and redistribution of up to 30K CY of material

within the FEMA Floodway Boundary will require an evaluation and summary of the water surface impacts to the 1%-annual-chance Base Flood Elevation as a result of this activity.

HDR staff will collect the most current effective FEMA information, terrain and bathymetric data, and hydraulic structure record data for the study area to be used in the modeling effort. We will use this information to develop both existing and proposed models. HDR will use the current FEMA Effective 1%-annual chance flood flows in the analysis.

Hydraulic Modeling using the Duplicative Effective Model, Existing Condition Model, and Proposed Conditions Modeling will be obtained. Once modeling is complete, HDR will provide the results in a report developed to satisfy KDOW requirements for a no-rise evaluation.

Task 4.2 Deep Water Disposal Site Impact Analysis

Along with the disposal of up to 30K CY of dredged material in the middle of the river, the resource agencies will need to know if and where the disposal material will be ultimately re-distributed along the substrate with a predominant flow regime in the river. This analysis will also seek to determine the planform size of deposition area for a given flow range (low, medium, and high), and whether the material is deposited in the proposed area on the map during low flows.

Data collection will include representative riverbed sediment samples to be collected in the vicinity of the dredge and disposal site locations and processed in a geotechnical laboratory to provide bed gradation curves for the sedimentation analysis. See TASK 3 for this scope of work.

River flows of varying frequency will also be determined based on flood frequency analysis for various sediment transport evaluations. Hydraulic modeling and sediment transport analysis modules will be used to develop the planform size of the deposition area.

Upon completion of the impacts analysis, a report will be developed to document the modeling approach and results.

Task 4.3 Midwest Terminal Extension

Presently, the Midwest Terminal conveyance line location is being filled in with sediment along the shoreline. Midwest Terminal unloads barges at this location and with the considerable deposition of sediment there, they are looking at extending the offloading facility further out into the river because of shallow water depths. As part of future efforts that may be necessary to obtain a permit to extend the facility into the river and also to potentially assist in the design of a proposed extension, hydraulic/sedimentation modeling will be needed to show how far out into the river the conveyor system may need to be extended based upon adequate depths for barges. This analysis will also seek to evaluate how far out in the river the deposition will keep occurring until it stops (reaching a quasi-equilibrium state) and the barges can moor to offload.

In order to consider extending the Offload Facility, it will be necessary to incorporate the existing infrastructure into a 2-D hydrodynamic model. This model will be used to assess impacts to both sedimentation and water surface elevations. The input data and hydrologic events are those obtained in TASK 4.2 above.

The SRH-2D movable-bed module will be run for a range of flows to analyze the potential sedimentation impacts associated with the existing and proposed terminal extension as well as

to assist in determining how far out into the river the conveyer system needs to extend based upon adequate depths for barges.

The completion of the terminal extension analysis is a critical component as a part of mitigating this matter. Therefore, the draft report will be developed to document the modeling approach and significant results to determine a resolution of this recently discovered problem.

TASK 5 – FRESHWATER MUSSEL SURVEY (MER)

Task 5.1 Freshwater Mussel Survey

The purpose of the mussel survey will be to determine if concentrations of mussels exist at the proposed disposal site, and if the potential exists for federally listed endangered or threatened mussel species to be present within and adjacent to these areas. This survey on the Ohio River will include semi-quantitative and qualitative methods.

The mussels survey accounts for up to five days spent surveying the proposed disposal area. Thirteen transects (semi-quantitative searches) in total, to be searched within the proposed disposal area, each 200 meters in length, will be surveyed. The thirteen transects at the disposal area will be positioned perpendicular to the flow of the river but will begin and end within the river. The transect searches for the proposed disposal area will be spaced approximately 50 meters apart.

Task 5.2 Freshwater Mussel Survey at Potential Midwest Terminal Extension

The extent of the survey is expected to last up to two days at the potential Midwest Terminal expansion area. Transect searches are presently proposed at two locations and surveying methods for the expansion are anticipated to be comprised of transect searches 100 meters in length, extending towards the channel off the riverward face of facility's current extent, arrayed perpendicular to the river flow, and spaced out 50 meters from each other.

Task 5.3 Freshwater Mussel Survey Report

The malacologist will be responsible for maintaining a detailed field journal of the daily activities and all data collected. The journal will include all information necessary to provide a scientifically valid technical report. The report will include all relevant information for the project including, but not limited to: the species of each individual mussel collected, the number of mussels of each mussel species, water depths, substrate classifications, mussel densities observed per each 10-meter by 1-meter transect search section, catch per unit effort (CPUE) number for each timed qualitative search, if performed, and mussel number/density distribution patterns along the transect search lines. Maps will be included of the survey area showing the positions of each transect search and approximate timed qualitative search area, if performed. Tabular data of mussel species and their abundances and densities, along with stream depths and substrate classifications, will also be included. Report preparation will be prepared in a timely manner after project completion and then submitted to the client for distribution to the relevant regulatory entities.

Assumptions

It is highly unlikely that extant mussel populations will exist in the proposed dredging areas due to the significant sediment deposition demonstrated over the last four years. Consequently, we have assumed no mussel survey will be performed within the proposed dredge area. If the

resource agencies require mussel surveys in the dredged area, additional fees will be warranted.

TASK 6 – USACE JOINT SECTION 10/404 INDIVIDUAL PERMIT APPLICATION PACKAGE

Task 6.1 Section 10/404 Individual Permit Application

HDR will develop a joint Section 10/401/404 permit application package for submittal to the Louisville District office of the USACE. HDR recognizes that existing information from the prior permitting effort (June 2020) will be beneficial in the development of the application package. HDR will review and incorporate existing information, to the extent practicable. While the application package must include much of the same information provided in prior permitting and assessment efforts, that information must be condensed, confirmed for continued relevance and accuracy, and/or distilled to relate to the scope of the proposed activities under this proposal. Additionally, the proposed disposal area will require CAD development with extents, depths, bathymetric survey details, and sediment deposition contours developed from TASK 4.2.

Existing information that will be reviewed and incorporated in the IP application includes:

- Description of existing aquatic resources within the Project Area;
- Jurisdictional determination letter from USACE (as applicable);
- Background information and description of the original project (June 2020) as it relates to the current permitting effort;
- Details and figures describing pre-development site conditions (as needed);
- Discussion of potentially regulated resources in the Project Area (e.g. threatened and endangered species, cultural resources, etc.); and
- Description of mitigation-related efforts from previously permitted activities at the site.

6.1.1 DESKTOP COORDINATION SURVEY OF FEDERALLY PROTECTED SPECIES AND SECTION 7 CONSULTATION

As part of the permit application development process, HDR will obtain a USFWS threatened and endangered species list by providing a shapefile of the proposed dredge and disposal areas to the USFWS Information Planning and Consultation (IPAC) tool. HDR will perform an evaluation of each of the IPAC tool listed species and the potential effects of the project on those species.

Prior to the submittal of the permit package, the freshwater mussel survey in TASK 5 will be performed for the proposed disposal location. This survey will be conducted by Moran Environmental Recovery (MER) personnel as a sub consultant to HDR.

TASK 6.1.2 CULTURAL RESOURCES SECTION 106 CONSULTATION

Documentation from the June 2020 permit submittal will be used to provide evidence of no significant historic, architectural, or archaeological areas that are located within or near the Project Impact Area.

Assumptions

This sub-task does not include on-site historical and archaeological surveys. Should review of the bathymetric survey data in TASK 2 yield sufficient evidence of questionable underwater areas which could contain historic or archaeological sites, additional fees may be required to

address these if the USACE does not concur with the submitted documentation and require an on-site historical and archaeological survey.

Task 6.2 Section 404(b) (1) Alternatives Analysis

HDR will complete a CWA Section 404(b) (1) Alternatives Analysis for the Project, which will consist of an evaluation of potential dredging methods (e.g., hydraulic cutterhead dredging versus mechanical), disposal methods (e.g., in-water versus upland), and potential locations for placement of dredged sediment. The analysis will include an evaluation of potential indirect and cumulative impacts from the proposed project activities.

The Ohio River, in the vicinity of the proposed Project, has been designated as a special aquatic site. Guidelines at 40 CFR 230.10(a) provide two rebuttable presumptions for projects seeking authorization to discharge into waters of the US that are designated as special aquatic sites, and that do not require access or siting within the special aquatic site(s) to achieve their purpose and need. The first presumption states that alternatives that do not affect special aquatic sites are presumed to be available. The second presumption states that practicable alternatives located in non-special aquatic sites have less adverse impact on the aquatic ecosystem. In order to receive authorization for in-water disposal of dredged material from the Project Area, the analysis will need to clearly demonstrate that both presumptions have been rebutted.

HDR will develop the alternatives analysis with the goal of evaluating the available dredging and disposal options (upland and in-water) that will achieve the project purpose and need.

Task 6.3 Compensatory Mitigation

Depending on the agency-approved approach for dredging and sediment disposal, compensatory mitigation may be required to offset project-related impacts. If required, HDR will determine the quantity of compensatory mitigation required as a result of the Project, and will then identify available mitigation options (e.g., mitigation banks or in-lieu fee programs). HDR will coordinate, on behalf of the City, with an approved mitigation bank or in-lieu fee program to compensate for unavoidable impacts to jurisdictional waters. This fee does not include development of a mitigation plan if the City wishes to pursue on- or off-site mitigation.

Assumptions

The draft IP application package submittal date is contingent upon the completion of the necessary TASKS 1-5 identified above and the relevant review of those materials to meet the purpose and need of the project following the City's goals and objectives. The final IP application package will be submitted to the City for review and comments at least three (3) weeks prior to the scheduled agency submittal date. The proposed submittal dates provided in this proposal are subject to change based on the timely provision of comments from the City. Further, the proposed schedule provided in this proposal is contingent upon agency concurrence with the conceptual approach (i.e., dredging methodology and in-water disposal location) presented at the Inter-agency Pre-application Meeting (see Task 1 above).

This task does not include mitigation efforts or fees that result from a formal ESA Section 7 consultation with the USFWS. Formal ESA Section 7 consultation is described in TASK 8 and occurs post TASK 1 pre application meeting or later after the permit submittal. HDR assumes that fees associated with permitting applications and mitigation will be paid by the City.

TASK 7 – STATE 401 WATER QUALITY CERTIFICATION APPLICATION

Kentucky Division of Water has a separate application that must be submitted to request a Section 401 Water Quality Certification and Floodplain Permit for the proposed Project. HDR will complete the application document, and to the extent practicable, utilize information developed for the IP application package under TASK 6 (above). Submittal of the No Rise Documentation under Task 3.1 will be provided at the time of submittal of the KDOW 401 Application.

Assumptions

This task does not include costs or efforts associated with developing quantities, approaches, or plans for compensatory mitigation for Section 401 water quality impacts. KDOW may determine that compensatory mitigation, beyond that required by the USACE, is required for a Section 401 Water Quality Certification. Should KDOW require compensatory mitigation, HDR will provide a scope and budget to the City for completing the additional tasks.

TASK 8 – BIOLOGICAL ASSESSMENT REPORT FOR FORMAL SECTION 7 CONSULTATION (MER)

Task 8.1 Biological Assessment Report Dredge and Disposal Area

MER will provide consulting services to HDR, Inc. for the process of drafting a federal Biological Assessment (BA), including all necessary consultation with the USFWS required for its completion, for the proposed dredging and disposal areas on the Ohio River near Paducah, KY. The services include consultation with the USACE, the USFWS, or other regulatory agencies, as well as other services to prepare the Biological Assessment or any other constituent parts of the Biological Assessment.

STRATEGIC COMMUNICATION SERVICES (VALUE ADD-ON)

To build ongoing, proactive awareness and support for riverfront infrastructure in the City of Paducah, as needed, HDR will develop digital articles and social media graphics the City can use to keep the public informed about the progress of infrastructure projects that involve the riverfront area through existing online channels and local news media. All documents would be delivered electronically and would include up to five social media graphic templates and three articles for the project duration. If the City requests these services be added, HDR would negotiate the scope and fee for these services at that time.

DELIVERABLES

Deliverables associated with this project are as follows:

- TASK 1- PowerPoint presentation of the conceptual project approach and options to be evaluated under CWA Section 404(b)(1) to be presented at the Inter-agency Pre-application Meeting;
- TASK 2- Bathymetric Survey Report and Mapping of Deep Water Disposal Site Location
- TASK 3- Sediment Analysis Report documenting both physical and chemical composition of dredged sediment and deep water disposal site substrate
- TASK 4- No Rise Certification Report for submittal to KDOW Floodplain Section; Deep Water Disposal Site documentation of extents and mapping; Midwest Terminal extents report detailing the modeling of expected sediment deposition along the shoreline.

- TASK 5- Freshwater Mussel Survey Report of disposal locations and Midwest Terminal extension documenting field survey efforts and results to be used with permitting documentation and Biological Assessment efforts.
- TASK 6- Joint Section 10/404 Application for Individual Permit Authorization including CWA Section 404(b)(1) Alternatives Analysis.
- TASK 7- Kentucky Section 401 Permit Application Package.
- TASK 8- Biological Assessment Report for Section 7 Formal Consultation for the dredge and disposal areas only (Midwest Terminal will be done separately at a later date as it is a separate action)

ANTICIPATED SCHEDULE

Based on our understanding of the proposed sediment removal activities and existing permit requirements, HDR proposes to perform the requested services and provide the corresponding deliverables according to the proposed project schedule in Table 1, assuming notice to proceed is received by February 1, 2021. HDR will coordinate with the City to develop a schedule for deliverables and adjust the schedule over the course of execution of the project, as needed, to address field conditions, actions required by external agencies, or other factors. To facilitate the City's review of this proposal and project planning, a draft schedule is attached.

TABLE 1. PROPOSED PROJECT SCHEDULE

Deliverable/Activity	Estimated Timeframe or Completion Date
Receive Notice to Proceed	February 1, 2021
Conduct Bathymetric Survey	March 1, 2021
Conduct Sediment Analysis	March 31, 2021
Interagency Pre-application Meeting (scheduled by USACE)	March 31, 2021
Conduct Hydraulic Modeling for No Rise, Deep Water Disposal Site Extents, and Midwest Terminal	May 28, 2021
Conduct Mussel Survey for Dredge Location, Disposal Location, and Midwest Terminal Extension	May 28, 2021
Section 404/401 Permit Application Package including Section 404(b)(1) Alternatives Analysis -Draft	June 30, 2021
Kentucky Section 401 Permit Application Package-Draft	June 30, 2021
Section 404/401 Permit Application Package including Section 404(b)(1) Alternatives Analysis -Final	July 15, 2021
Kentucky Section 401 Permit Application-Final	July 30, 2021
Biological Assessment for Section 7 Formal Consultation submittal date	July 30, 2021
Submittal of Compiled Permit Package to Agencies	August 2, 2021
USACE Public Notice Estimated Date	September 15, 2021
Public Notice Comments Received	October 29, 2021
Public Notice Comments Addressed	November 30, 2021
Issuance of USFWS Biological Opinion	January 31, 2022

Issuance of KDOW 401 WQC and Floodplain Permit	February 28, 2022
Issuance of USACE Joint Section 10/404 Permit	March 15, 2022

PROPOSAL ASSUMPTIONS

The proposed deliverables, schedule, and costs assume that the field surveys will not be affected by poor river conditions brought on by flooding or high water events. It is also assumed that the agencies will be receptive to the deep water disposal option for dredged sediment. There is a possibility that the agencies will push for upland disposal due to the special aquatic site designation and the potential for indirect effects to mussels or mussel habitat. The Section 404(b) (1) Alternatives Analysis will include an evaluation similar to that submitted in the June 2020 application of potential upland disposal methods for comparison to the preferred dredging and in-water disposal options. However, this proposal does not include additional evaluations and permits that may be required should the agencies indicate a lack of support for the use of in-water sediment disposal.

If the agencies require upland disposal for dredged sediments from the proposed Project, additional evaluations may be required to assess the potential environmental risks associated with removal, transport, and placement of the material at a USACE-approved upland disposal site. This proposal does not include tasks or costs associated with these additional studies; however, HDR can provide an order-of-magnitude estimate upon request.

PROJECT TEAM

HDR proposes to assign the following key staff to support this project. These individuals will be assisted by additional HDR resources as needed for the timely completion of the work.

Staff Name	Role
Jeff Schaefer	Environmental Project Manager
Shannon Provance, P.E.	Project Manager and Engineer
Leandra Cleveland, PWS	Project Scientist /Reviewer
John Ward	CAD Specialist
Rebecca Colvin	Technical Editor/Writer
Matt Newman, P.E.	Hydraulic Engineer

COMPENSATION

HDR proposes to perform the requested services for a lump sum fee of \$266,250. HDR will obtain prior written approval from the City should additional funding be needed. Table 2 below presents HDR's Task Specific Fee.

TABLE 2. TASK SPECIFIC FEE

Task	Fee
Task 1 – Project Team Coordination and Meetings	\$36,700
Task 2 - Bathymetric Survey (MER)	\$5,600
Task 3 – Sediment Analysis	\$14,500

Task 4 - Hydraulic Modeling	\$121,500
Task 5 –Mussel Survey (MER)	\$27,750
Task 6- USACE Section 10/404 Individual Permit Application	\$39,500
Task 7- CWA Section 401 Water Quality Certification	\$9,900
Task 8- Biological Assessment for Section 7 Formal Consultation (MER)	\$10,800
Total	\$266,250

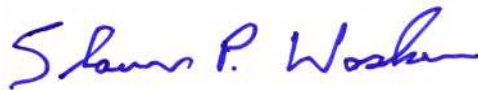
HDR appreciates the opportunity to assist the City of Paducah with this important project and we look forward to your response. Should you have any questions regarding this submittal or require additional information, please do not hesitate to contact Jeff Schaefer at (502) 909-3247 or Jeff.Schaefer@hdrinc.com.

Respectfully submitted,

HDR Engineering, Inc.



Jeff Schaefer
Environmental Project Manager



Shawn P. Washer P.E.
Vice President/Office Principal

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Flap Gate Replacement Project- Contract for Professional Services with HDR Engineering, Inc. for \$79,550.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: On November 8, 2020, the Engineering Department published in the Paducah Sun a Request for Qualifications for professional services related to the Flood Protection Flap Gate Replacement Project. Proposals were due on December 3, 2020. The Engineering Department received one (1) Statement of Qualifications (SOQ) from HDR Engineering, Inc. The review committee consisted of Rick Murphy, Ty Wilson, Pam Spencer, Alexandra Sherwood and Melanie Townsend. The SOQ from HDR Engineering, Inc was deemed responsive to the RFQ.

On December 4, 2020, a proposal was requested from HDR Engineering, Inc. HDR presented a proposal for \$79,550.00 which after negotiation was deemed reasonable. This project is part of the City's In-kind portion of the U.S. Army Corp of Engineer's Ohio River Shoreline Reconstruction project

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 \$32M Local Flood Protection Project (LFPP) Restoration

Funds Available: Account Name: Flap Gates

Account Number: FW-0010

Staff Recommendation: Authorize the Mayor to execute the contract with HDR Engineering, Inc. for professional services for the Flap Gate Replacement Project in the amount of \$79,550.00.

Attachments:

1. ORD – HDR Flap Gate Replacement 2021
2. City of Paducah Flap Gate SOW_12.29.20

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. IN AN AMOUNT OF \$79,550 FOR PROFESSIONAL SERVICES FOR THE FLAP GATE REPLACEMENT PROJECT

WHEREAS, on November 8, 2020, the Engineering Department published in the Paducah Sun a Request for Qualifications for professional services related to the Flood Protection Flap Gate Replacement Project. Proposals were due on December 3, 2020; and

WHEREAS the Engineering Department received one (1) Statement of Qualifications (SOQ) from HDR Engineering, Inc.; and

WHEREAS, HDR Engineering, Inc., submitted a proposal in an amount of \$79,550.00 which was deemed reasonable; and

WHEREAS, this project is part of the City's in-kind portion of the U.S. Army Corp of Engineer's Ohio River Shoreline Reconstruction project; and

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

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

SECTION 1. The City Commission does hereby accept the proposal of HDR Engineering, Inc., to provide professional services for the Flap Gate Replacement Project in an amount of \$79,550.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Professional Services Agreement with HDR Engineering, Inc. on behalf of the City of Paducah.

SECTION 3. This expenditure shall be charged to the Flap Gates Project No. FW0010.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 12, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\agree – HDR Flap Gate Replacement 2021



December 29, 2020

Mr. Rick Murphy, P.E.
City Engineer
City Hall
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002

**Re: Engineering Services Proposal
Flood Protection Flap Gate Replacement
Paducah, Kentucky**

Dear Mr. Murphy:

HDR appreciates the opportunity to provide the City of Paducah engineering services for the Flood Protection Flap Gate Replacement associated with the City's overall flood protection rehabilitation and reinvestment efforts. Please find below a proposed scope of services for your consideration.

Scope of Work

HDR has separated this project into the following phases:

I. Field Services & Data Gathering

HDR will field visit each flap gate location, perform measurements and gather pertinent data to facilitate replacement. Additionally, pertinent existing USACE drawings and As-Built from previous slip-lining efforts will be reviewed. Hydraulic head conditions will be determined and standardized to limit variances across each gate. Following are specific tasks:

- Field visit to gather sizes, orientation, mounting configurations, condition assessment, and operational issues
- Review As-built and USACE Drawings
- Perform Hydraulic Design Calculations
- Coordination with City of Paducah

II. Design & Specifications

HDR will develop the necessary plans and specifications for USACE approval and to proceed with bidding and construction, the following tasks will be included:

- Develop/Submit Plan Sheets, Typical Details, and Layout Sheets
- Develop/Submit Specifications for Construction and Materials
- Calculate Final Quantities and Opinion of Probable Construction Cost
- Revise and Resubmit Contract Documents
- Attend Design Review Meeting
- Submittal to USACE for "Letter of No Objection"
- Coordination with City of Paducah

III. Bidding Assistance & Construction Administration

HDR will provide bidding assistance and construction services to facilitate construction of new flap gate replacement. Tasks under this phase include:

- Assist with Advertisement of Project
- Attend Pre-Bid Meeting
- Address RFQ during Bidding Process
- Assistance with Addendums
- Coordination and Submittal of Final Documents to USACE
- Review Shop Drawings, RFIs, Pay Applications and Provide Comments
- Resident Observation Services (As Needed)
- Record Observed work in Field Inspection Logs

Assumption

- City will provide any existing information to Consultant
- Flood Protection Level of Service is not being evaluated and/or altered
- Resident Inspection is not expected to be full-time effort

Schedule

HDR anticipates Phase I & II to take 210 days from Notice to Proceed. Phase III expected duration is 228 days to allow for bidding, award, ordering materials, and installation.

Fee

HDR proposes to perform the work described herein for the Lump Sum amount of **\$79,550.00** per the manhour spreadsheet/estimate attached to this proposal.

HDR appreciates this opportunity to provide engineering services for this project. If you should have questions regarding this proposal, please do not hesitate to call.

Sincerely,

HDR Engineering, Inc

A handwritten signature in blue ink, appearing to be 'KG' followed by a long horizontal stroke.

Kyle Guthrie, P.E.
Associate VP
KY/TN/AR WBG Lead

A handwritten signature in blue ink, appearing to be 'Ben Edelen'.

Ben Edelen, P.E., P.L.S.
Sr. Vice President
Area Manager

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Reimbursement Agreement with Paducah McCracken County Joint Sewer Agency for Video Pipe Inspection for the Paducah Local Flood Protection Project - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: The US Army Corps of Engineers (USACE) Engineering Manual 29-02 requires the City of Paducah to perform video inspection of all gravity lines traversing the Paducah Local Flood Protection Project (LFPP) every 10 years. These gravity pipes were slip lined in 2010. On March 6, 2020, USACE notified the City that in order to maintain NFIP eligibility of the LFPP, video inspection of the gravity drains must be performed prior to March 2021. The next video inspections will be required prior to March 2031.

The Paducah McCracken County Joint Sewer Agency (JSA) competitively procured a professional services contract with Robinson Pipe Cleaning Company for pipe cleaning and video inspection services. In order to reduce the cost associated with this video pipe inspection project, the City has requested that JSA perform the video inspections by utilizing their video inspection contract.

Upon completion of the video inspection, the City agrees to reimburse JSA for all expenditures associated with the video inspection of all gravity drains traversing the Paducah LFPP.

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: MAP Fund- Construction Materials/Storm Sewer

Account Number: 23002217-53920

Staff Recommendation: Authorize the Mayor to execute a Reimbursement Agreement with Paducah McCracken County Joint Sewer Agency (JSA) for video pipe inspection of all gravity drains traversing the Paducah Local Flood Protection Project as required by the U.S. Army Corps of Engineers. The City will reimburse JSA for the video pipe inspection costs paid by JSA.

Attachments:

1. ORD– Reimbursement Agreement – JSA Video Pipe Inspection 2021
2. Reimb Agmnt for Video Inspection Gravity Drains LFPP.JSA

ORDINANCE NO. 2021-_____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH VIDEO PIPE INSPECTION OF ALL GRAVITY DRAINS TRAVERSING THE PADUCAH LOCAL FLOOD PROTECTION PROJECT

WHEREAS, the US Army Corps of Engineers (USACE) Engineering Manual 29-02 requires the City of Paducah to perform video inspection of all gravity lines traversing the Paducah Local Flood Protection Project (LFPP) every 10 years; and

WHEREAS, on March 6, 2020, USACE notified the City that in order to maintain NFIP eligibility of the LFPP, video inspection of the gravity drains must be performed prior to March 2021; and

WHEREAS, the Paducah McCracken County Joint Sewer Agency (JSA) competitively procured a professional services contract with Robinson Pipe Cleaning Company for pipe cleaning and video inspection services; and

WHEREAS, upon completion of the video inspection, the City desires to reimburse JSA for all expenditures associated with the video inspection of all gravity drains traversing the Paducah LFPP.

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

SECTION 1. That the City Commission does hereby authorizes the Mayor to execute a Reimbursement Agreement with the Paducah McCracken County Joint Sewer Agency for reimbursement of costs associated with video pipe inspection of all gravity drains traversing the Paducah Local Flood Protection Project as required by the U.S. Army Corps of Engineers, in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. This expenditure shall be charged to the MAP Fund – Construction materials/Storm Sewer Account No. 23002217-53920.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 12, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\\eng\\agree – Reimbursement Agreement – JSA Video Pipe Inspection 2021

EXHIBIT A

**REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND PADUCAH WATER
FOR VIDEO INSPECTION OF ALL GRAVITY DRAINS
TRAVERSING THE PADUCAH LOCAL FLOOD PROTECTION PROJECT**

THIS REIMBURSEMENT AGREEMENT is made and executed on this _____ day of _____, 2021, by and between **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation of the Second Class, with a mailing address of P.O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as "City," and **PADUCAH MCCracken COUNTY JOINT SEWER AGENCY**, with a mailing address of 621 Northview Street, Paducah, Kentucky 42001, hereinafter referred to as "JSA;"

W I T N E S S E T H:

WHEREAS, JSA has procured Contract No. 2020- Sewer Cleaning and Video Inspection Contract with Robinson Pipe Cleaning Company for CCTV inspection services for 18"-113" pipe within the JSA system for the price of \$3.75/LF, and

WHEREAS, the City is required by the U.S. Army Corps of Engineers Engineering Manual 29-02 to video inspect all gravity drains traversing the Paducah LFPP every 10 years to maintain NFIP eligibility of the Paducah LFPP; and

WHEREAS, in order to assist the City and reduce the costs associated with the video inspection project, JSA agrees to utilize the aforementioned video inspection contract in order to video inspect all gravity drains traversing the Paducah LFPP at JSA's expense; and

WHEREAS, the City will reimburse JSA for the total actual costs and expenditures associated with the video inspection project upon completion.

NOW, THEREFORE, in consideration of the foregoing, the legal adequacy and sufficiency of which is hereby acknowledged by both parties hereto, the parties do covenant and agree as follows:

1. Service. JSA agrees to utilize JSA's Contract No. 2020- Sewer Cleaning and Video Inspection Contract in order to video inspect all gravity drains traversing the Paducah LFPP. This Work will be done at JSA's expense.
2. Reimbursement. Upon completion of the video inspection project, the City agrees to reimburse JSA the total costs and expenditures associated with the video inspection project.
3. Purpose. The City intends to reimburse JSA for costs associated with the video inspections to reduce costs associated with the overall video inspection project.
- 4.
5. Release of All Claims. The City also agrees to release, indemnify, and hold JSA harmless from any and all claims, demands, and causes of action regarding the

work performed under this agreement.

6. Miscellaneous Provisions. This Agreement represents the entire understanding by and between the parties regarding the reimbursement of the costs and expenses incurred by JSA and all prior statements, promises, and agreements are merged herein by reference. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

**PADUCAH MCCRACKEN COUNTY JOINT
SEWER AGENCY**

By: _____

Title: Executive Director

CITY OF PADUCAH, KENTUCKY

By: _____

Title: Mayor

Agenda Action Form

Paducah City Commission

Meeting Date: January 12, 2021

Short Title: Closure of Two Alleys, One Extending North Off Broadway toward Jefferson Street and the Other Extending West off North Water Street toward North 2nd Street, Located at 133 Broadway and 111 North Water Street - **R MURPHY**

Category: Ordinance

Staff Work By: Josh Sommer, Melanie Townsend, Tammara Tracy

Presentation By: Rick Murphy

Background Information: As part of the City Block economic development project, the City of Paducah proposes to close two alleys in downtown Paducah, bounded by Broadway, North Water Street, Jefferson Street and North 2nd Street at 133 Broadway and 111 North Water Street. The City owns all property adjacent to the alleys proposed for closure, therefore no closure application has been filed.

On December 21, 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? Yes

If yes, please list the Action Step Item Codes(s): E-2: Implement the TIF District in downtown Paducah

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance closing two alleys, one extending north off Broadway toward Jefferson Street between North Water Street and North 2nd Street and the other extending west off North Water Street toward North 2nd Street between Broadway and Jefferson Street, located at 133 Broadway and 111 North Water Street and authorizing the Mayor to execute the closure plat and all necessary documents to complete the closure of the alleys.

Attachments:

1. ORD – 133 Broadway and 111 N Water
2. PC resolution- City Block alleys
3. City Block alley closure_plat

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE PROVIDING FOR THE CLOSING OF TWO ALLEYS, ONE EXTENDING NORTH OFF BROADWAY TOWARD JEFFERSON STREET BETWEEN NORTH WATER STREET AND NORTH 2ND STREET AND THE OTHER EXTENDING WEST OFF NORTH WATER STREET TOWARD NORTH 2ND STREET BETWEEN BROADWAY AND JEFFERSON STREET LOCATED AT 133 BROADWAY AND 111 NORTH WATER 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 bounded by Broadway, North Water Street, Jefferson Street & North 2nd Street located at 133 Broadway and 111 North Water Street as follows:

ALLEY CLOSURE – TRACT 1 - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the north side of Broadway Street and east of North 2nd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the north right-of-way of Broadway Street and the east right-of-way of North 2nd Street;

Thence with the north right-of-way of Broadway Street, N64°51'36"E a distance of 173.25 ft. to the True Point of Beginning, said point being the southeast corner of the City of Paducah property (Parcel A recorded in Deed Book 753, Page 578);

Thence leaving the right-of-way of above said street and along the east property line of the above said property, N25°08'24"W a distance of 244.00 ft. to a point, said point being the southeast corner of the City of Paducah property (Tract II recorded in Deed Book 756, Page 115), said point also being the southwest corner of the City of Paducah property (Tract V recorded in Deed Book 756, Page 115);

Thence with the south property line of the above said City of Paducah property (Tract V), N64°51'36"E a distance of 8.00 ft. to a point, said point also bring in the centerline of a 16' wide alley;

Thence with the centerline of above said alley, S25°08'24"E a distance of 244.00 ft. to a point, said point being in the north right-of-way of Broadway Street;

Thence along the right-of-way of above said street, S64°51'36"W a distance of 8.00 ft. to the True Point of Beginning.

The above described Tract contains 1,952 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 south side of Jefferson Street and west of North Water Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the south right-of-way of Jefferson Street and the west right-of-way of North Water Street;

Thence with the west right-of-way of North Water Street, S25°08'24"E a distance of 100.75 ft. to the True Point of Beginning, said point being the southeast corner of the City of Paducah property (Tract VI recorded in Deed Book 756, Page 115);

Thence along the west right-of-way of above said street, S25°08'24"E a distance of 10.00 ft. to a point, said point being in the centerline of a 20' wide alley;

Thence with the centerline of above said alley, S64°51'36"W a distance of 181.25 ft. to a point, said point also being the centerline intersection of above said alley and the centerline of a 16' wide alley;

Thence with the centerline of above said 16' wide alley, N25°08'24"W a distance of 10.75 ft. to a point, said point being in the south property line of the City of Paducah property (Tract V recorded in Deed Book 756, Page 115);

Thence along the south property line of above said property, N64°51'36"E a distance of 8.00 ft. to a point, said point being in the west property line of the City of Paducah property (Tract VI recorded in Deed Book 756, Page 115);

Thence along the west property line of the above said City of Paducah property, S25°08'24"E a distance of 0.75 ft. to a point, said point being the southwest corner of the City of Paducah property (Tract VI recorded in Deed Book 756, Page 115);

Thence along the south property line of the above said property, N64°51'36"E a distance of 173.25 ft. to the True Point of Beginning.

The above described Tract contains 1,819 square feet.

ALLEY CLOSURE – TRACT 3 - LEGAL DESCRIPTION

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

Beginning at the intersection of the south right-of-way of Jefferson Street and the west right-of-way of North Water Street;

Thence with the west right-of-way of North Water Street, S25°08'24"E a distance of 110.75 ft. to the True Point of Beginning, said point also being in the centerline of 20' wide alley;

Thence along the west right-of-way of above said street, S25°08'24"E a distance of 10.00 ft. to a point, said point being the northeast corner of the City of Paducah property (Tract VII recorded in Deed Book 756, Page 115);

Thence along the north property line of above said City of Paducah property, S64°51'36"W a distance of 173.25 ft. to a point, said point being the northwest corner of the City of Paducah property (Tract VII recorded in Deed Book 756, Page 115);

Thence along the west property line of above said City of Paducah property, S25°08'24"E a distance of 25.00 ft. to a point, said point being the southwest corner of the City of Paducah property (Tract VII recorded in Deed Book 756, Page 115);

Thence, S64°51'36"W a distance of 8.00 ft. to a point, said point being in the centerline of a 16' wide alley;

Thence with the centerline of the above said 16' wide alley, N25°08'24"W a distance of 35.00 ft. to a point, said point also being the centerline of the above said 16' wide alley and the centerline of the above said 20' wide alley;

Thence with the centerline of the above said 20' wide alley, N64°51'36"E a distance of 181.25 ft. to the True Point of Beginning.

The above described Tract contains 2,013 square feet.

ALLEY CLOSURE – TRACT 4 - LEGAL DESCRIPTION

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

Beginning at the intersection of the north right-of-way of Broadway Street and the west right-of-way of North Water Street;

Thence with the north right-of-way of Broadway Street, S64°51'36"W a distance of 173.25 ft. to the True Point of Beginning, said point being the southwest corner of the City of Paducah property (Parcel B recorded in Deed Book 753, Page 578);

Thence along the right-of-way of above said street, S64°51'36"W a distance of 8.00 ft. to a point, said point being in the centerline of a 16' wide alley;

Thence with the centerline of above said alley, N25°08'24"W a distance of 198.25 ft. to a point;

Thence, N64°51'36"E a distance of 8.00 ft. to a point, said point being the northwest corner of the City of Paducah property (Parcel B recorded in Deed Book 753, Page 578);

Thence along the west property line of above said property, S25°08'24"E a distance of 198.25 ft. to the True Point of Beginning.

The above described Tract contains 1,586 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 City of Paducah owns the property abutting the public way which the Board of Commissioners has authorized to be closed, therefore no closure application has been filed.

b. On the 21st day of December, 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.

d. The City of Paducah is the only property owner in or abutting the public way, and therefor has given their written and notarized consent to the closing as is evidenced by the adoption of this ordinance.

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 all documents necessary related to the alley 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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 12, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\st close\alley – 133 Broadway and 111 N Water

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,** George Bray, Mayor, on this the _____ day of _____, 2021.

NOTARY PUBLIC
STATE AT LARGE

My commission expires: _____
Notary ID #: _____

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

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF TWO ALLEYS, ONE EXTENDING NORTH OFF BROADWAY TOWARD JEFFERSON STREET BETWEEN NORTH WATER STREET AND NORTH 2nd STREET AND THE OTHER EXTENDING WEST OFF NORTH WATER STREET TOWARD NORTH 2nd STREET BETWEEN BROADWAY AND JEFFERSON STREET LOCATED AT 133 BROADWAY AND 111 NORTH WATER STREET.

WHEREAS, a public hearing was held on December 21, 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 in downtown Paducah, bounded by Broadway, North Water Street, Jefferson Street & North 2nd Street at 133 Broadway and 111 North Water 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 bounded by Broadway, North Water Street, Jefferson Street & North 2nd Street located at 133 Broadway and 111 North Water Street as follows:

ALLEY CLOSURE – TRACT 1 - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the north side of Broadway Street and east of North 2nd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the north right-of-way of Broadway Street and the east right-of-way of North 2nd Street;

Thence with the north right-of-way of Broadway Street, N64°51'36"E a distance of 173.25 ft. to the True Point of Beginning, said point being the southeast corner of the City of Paducah property (Parcel A recorded in Deed Book 753, Page 578);

Thence leaving the right-of-way of above said street and along the east property line of the above said property, N25°08'24"W a distance of 244.00 ft. to a point, said point being the southeast corner of the City of Paducah property (Tract II recorded in Deed Book 756, Page 115), said point also being the southwest corner of the City of Paducah property (Tract V recorded in Deed Book 756, Page 115);

Thence with the south property line of the above said City of Paducah property (Tract V), N64°51'36"E a distance of 8.00 ft. to a point, said point also bring in the centerline of a 16' wide alley;

Thence with the centerline of above said alley, S25°08'24"E a distance of 244.00 ft. to a point, said point being in the north right-of-way of Broadway Street;

Thence along the right-of-way of above said street, S64°51'36"W a distance of 8.00 ft. to the True Point of Beginning.

The above described Tract contains 1,952 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 south side of Jefferson Street and west of North Water Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the south right-of-way of Jefferson Street and the west right-of-way of North Water Street;

Thence with the west right-of-way of North Water Street, S25°08'24"E a distance of 100.75 ft. to the True Point of Beginning, said point being the southeast corner of the City of Paducah property (Tract VI recorded in Deed Book 756, Page 115);

Thence along the west right-of-way of above said street, S25°08'24"E a distance of 10.00 ft. to a point, said point being in the centerline of a 20' wide alley;

Thence with the centerline of above said alley, S64°51'36"W a distance of 181.25 ft. to a point, said point also being the centerline intersection of above said alley and the centerline of a 16' wide alley;

Thence with the centerline of above said 16' wide alley, N25°08'24"W a distance of 10.75 ft. to a point, said point being in the south property line of the City of Paducah property (Tract V recorded in Deed Book 756, Page 115);

Thence along the south property line of above said property, N64°51'36"E a distance of 8.00 ft. to a point, said point being in the west property line of the City of Paducah property (Tract VI recorded in Deed Book 756, Page 115);

Thence along the west property line of the above said City of Paducah property, S25°08'24"E a distance of 0.75 ft. to a point, said point being the southwest corner of the City of Paducah property (Tract VI recorded in Deed Book 756, Page 115);

Thence along the south property line of the above said property, N64°51'36"E a distance of 173.25 ft. to the True Point of Beginning.

The above described Tract contains 1,819 square feet.

ALLEY CLOSURE – TRACT 3 - LEGAL DESCRIPTION

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

Beginning at the intersection of the south right-of-way of Jefferson Street and the west right-of-way of North Water Street;

Thence with the west right-of-way of North Water Street, S25°08'24"E a distance of 110.75 ft. to the True Point of Beginning, said point also being in the centerline of 20' wide alley;

Thence along the west right-of-way of above said street, S25°08'24"E a distance of 10.00 ft. to a point, said point being the northeast corner of the City of Paducah property (Tract VII recorded in Deed Book 756, Page 115);

Thence along the north property line of above said City of Paducah property, S64°51'36"W a distance of 173.25 ft. to a point, said point being the northwest corner of the City of Paducah property (Tract VII recorded in Deed Book 756, Page 115);

Thence along the west property line of above said City of Paducah property, S25°08'24"E a distance of 25.00 ft. to a point, said point being the southwest corner of the City of Paducah property (Tract VII recorded in Deed Book 756, Page 115);

Thence, S64°51'36"W a distance of 8.00 ft. to a point, said point being in the centerline of a 16' wide alley;

Thence with the centerline of the above said 16' wide alley, N25°08'24"W a distance of 35.00 ft. to a point, said point also being the centerline of the above said 16' wide alley and the centerline of the above said 20' wide alley;

Thence with the centerline of the above said 20' wide alley, N64°51'36"E a distance of 181.25 ft. to the True Point of Beginning.

The above described Tract contains 2,013 square feet.

ALLEY CLOSURE – TRACT 4 - LEGAL DESCRIPTION

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

Beginning at the intersection of the north right-of-way of Broadway Street and the west right-of-way of North Water Street;

Thence with the north right-of-way of Broadway Street, S64°51'36"W a distance of 173.25 ft. to the True Point of Beginning, said point being the southwest corner of the City of Paducah property (Parcel B recorded in Deed Book 753, Page 578);

Thence along the right-of-way of above said street, S64°51'36"W a distance of 8.00 ft. to a point, said point being in the centerline of a 16' wide alley;

Thence with the centerline of above said alley, N25°08'24"W a distance of 198.25 ft. to a point;

Thence, N64°51'36"E a distance of 8.00 ft. to a point, said point being the northwest corner of the City of Paducah property (Parcel B recorded in Deed Book 753, Page 578);

Thence along the west property line of above said property, S25°08'24"E a distance of 198.25 ft. to the True Point of Beginning.

The above described Tract contains 1,586 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 December 21, 2020

PROPERTY NOTES:

CLIENT:
CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KENTUCKY 42002

OWNERS:
CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KENTUCKY 42002

SOURCE OF TITLE:
DEED BOOK 753, PAGE 578

PLAT REFERENCES:
PLAT SECTION , PAGE

AREA SUMMARY:

TRACT 1: 1,952 S.F. 0.045 AC.	TRACT 2: 1,819 S.F. 0.042 AC.	TRACT 3: 2,013 S.F. 0.046 AC.	TRACT 4: 1,586 S.F. 0.036 AC.
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INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE THE 16' WIDE AND 20' WIDE ALLEY AS SHOWN HEREON.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREA WITH REDUCED FLOOD RISK DUE TO LEVEE", AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-2" ZONE "B-2" = DOWNTOWN BUSINESS ZONE

MINIMUM YARD REQUIREMENTS:
NONE

MINIMUM AREA REQUIREMENTS:
NONE

MAXIMUM BUILDING HEIGHT:
NONE

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-2-T" ZONE "B-2-T" = DOWNTOWN BUSINESS TOWNLIFT ZONE

MINIMUM YARD REQUIREMENTS:
NONE

MINIMUM AREA REQUIREMENTS:
NONE

MAXIMUM BUILDING HEIGHT:
NONE

MAYOR'S CERTIFICATE OF APPROVAL

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

MAYOR, CITY OF PADUCAH
DATE _____

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF RECORDING

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

McCRACKEN COUNTY COURT CLERK _____ DEPUTY COURT CLERK _____

CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____ WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

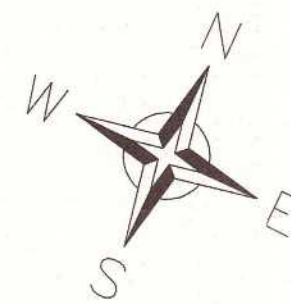
PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100 KENTUCKY REVISED STATUTES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION AT A MEETING

HELD _____, 20____.

CHAIRMAN OF THE PLANNING ZONING COMMISSION _____



BEARINGS SHOWN HEREON
BASED ON KENTUCKY STATE
PLANE COORDINATE SYSTEM
(SOUTH ZONE)



VICINITY MAP

VAC2020-140

RECEIVED

NOV 10 2020

Planning Department

UTILITY OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE THE UTILITY OWNER'S HEREBY ACKNOWLEDGES THE PORTION OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND WILL NOT HAVE ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY CONSIDERED FOR CLOSURE AS SHOWN AND DESCRIBED HEREON. ALL EXISTING UTILITY LINES SHALL BE RELOCATED OR REMOVED WITHIN THE PROPOSED PORTION OF PUBLIC WAY TO BE CLOSED.

PADUCAH WATER WORKS SIGNATURE _____ DATE (MM/DD/YYYY) _____

PADUCAH WATER WORKS TITLE _____

ATMOS ENERGY SIGNATURE _____ DATE (MM/DD/YYYY) _____

ATMOS ENERGY TITLE _____

PADUCAH POWER SYSTEM SIGNATURE _____ DATE _____

PADUCAH POWER SYSTEM TITLE _____

COMCAST CABLE SIGNATURE _____ DATE (MM/DD/YYYY) _____

COMCAST CABLE TITLE _____

AT&T SIGNATURE _____ DATE (MM/DD/YYYY) _____

AT&T TITLE _____

PADUCAH-McCRACKEN CO. JOINT SEWER AGENCY SIGNATURE _____ DATE (MM/DD/YYYY) _____

PADUCAH-McCRACKEN CO. JOINT SEWER AGENCY TITLE _____

CITY OF PADUCAH SIGNATURE _____ DATE (MM/DD/YYYY) _____

CITY OF PADUCAH TITLE _____

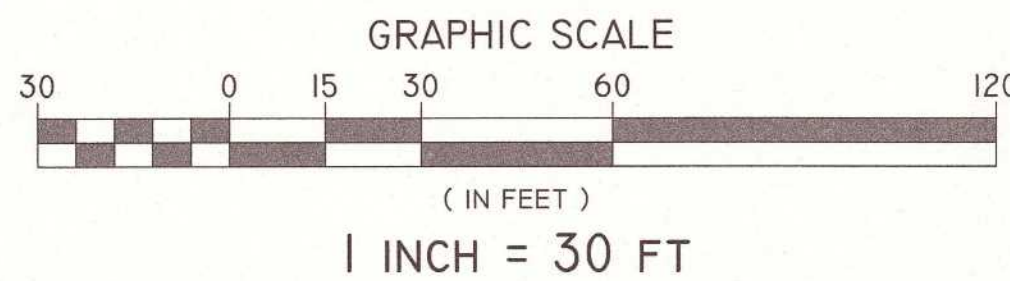
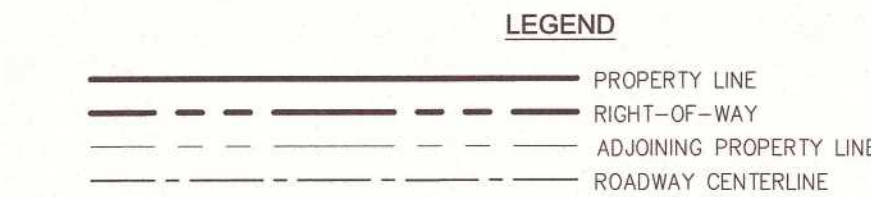
SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150. AND THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (SPECTRA PRECISION SP80 GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL STATION). BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. DATE OF SURVEY: DECEMBER 4, 2019.

K. JETT WOOD, P.L.S. #3445

DATE _____

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS AND EASEMENTS. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.



ALLEY CLOSURE
CITY OF PADUCAH - DOWNTOWN DEVELOPMENT
133 BROADWAY
PADUCAH, KENTUCKY

FOR CITY OF PADUCAH

SHEET

SV1.0