



**CITY COMMISSION MEETING  
AGENDA FOR FEBRUARY 27, 2018  
5:30 P.M.  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**PRESENTATION: U.S. Flag Donation for Alben W. Barkley Memorial on Jefferson  
– Robert Cherry & Harley Dickson**

*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.*

	<b>I. <u>CONSENT AGENDA:</u></b>
	<b>A. <u>MINUTES</u></b>
	<b>B. <u>APPOINTMENT(S)</u></b>
	1. Municipal Housing Authority
	<b>C. <u>MOTION(S)</u></b>
	1. R & F Documents
	<b>D. <u>MUNICIPAL ORDER(S)</u></b>
	1. Personnel Actions – <b>M. RUSSELL</b>
	2. Revise Municipal Order to Authorize Submittal of SRF Loan Application for PS#2 – <b>R. MURPHY</b>
	3. Approve Uniform Contract for Fire & E-911 Departments – <b>FIRE CHIEF KYLE</b>
	4. Declaration and Conveyance of Paducah Water Surplus Property known as the Hendron Well Property – <b>J. PETERSEN</b>

		5. Approve Grant Application in Partnership with Paducah Economic Development & Paducah Public Schools for Construction Costs for a Rural Business Incubator – <b>T. TRACY</b>
		6. Approve Grant Application to the 2018 Parks & Recreation/Disney Meet Me at the Park Program for Funding for the Spray Pad at the Pat & Jim Brockenborough Rotary Health Park – <b>T. TRACY</b>
		7. Approve Grant Application to the 10-Minute Walk Campaign for the Parks Department – <b>T. TRACY</b>
		8. Declaration & Sale of City Surplus Property Located at 125 North 11 <sup>th</sup> – <b>T. TRACY</b>
		9. Approve & Authorize Memorandum of Agreement for Incentive for 125 North 11 <sup>th</sup> – <b>T. TRACY</b>
	<b>II.</b>	<b><u>ORDINANCE(S) – ADOPTION</u></b>
		A. Approve Change Order with BFW for Riverfront Phase IB Project – <b>R. MURPHY</b>
	<b>III.</b>	<b><u>ORDINANCE(S) – INTRODUCTION</u></b>
		A. Approve and Authorize Professional Services Agreement for the Development of the City’s Comprehensive Stormwater Master Plan Phase II – <b>R. MURPHY</b>
		B. Zone Change for 3101 - 3230 Kentucky Ave., 3101 - 3213 Clark Street & 243 -247 South 31 <sup>st</sup> Street – <b>T. TRACY</b>
		C. Zone Change for 3116 Kentucky Ave. – <b>T. TRACY</b>
	<b>IV.</b>	<b><u>COMMENTS</u></b>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	<b>V.</b>	<b><u>EXECUTIVE SESSION</u></b>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 13, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

**INVOCATION**

Commissioner Holland gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**PRESENTATION**

**EXPERIENCES FROM PADUCAH’S DELEGATION TO “SABORES y SABERES” FESTIVAL IN THE UNESCO CREATIVE CITY, SAN CRISTOBAL de las CASAS, MEXICO**  
 Paducah participated in the first artisanal and gastronomic festival “Sabores y Saberes,” February 2-5, 2018, at the invitation of Mexica’s UNESCO Creative City San Cristobal de las Casas, Mexico.

The new festival promoted local gastronomic and artisanal expressions and global connections in the UNESCO Creative Cities Network through cultural exchange and international collaboration. The event contemplated the transversal connection between gastronomy and crafts and folk art with the participation of Creative Cities, including Icheon, South Korea (Crafts & Folk Art); Ensenada, Baja California (Gastronomy); Paducah, USA (Crafts & Folk Art); and Popayan, Colombia (Gastronomy).

The Paducah Convention & Visitors Bureau (CVB) coordinated a delegation of local artists, educators and leaders to participate in sharing artisanal knowledge, “Saberes,” and gastronomic flavors, “Sabores” throughout the four core sections of the event. These include:

- **Gastronomic tastings:** San Cristobal, Ensenada and Paducah will perform a representative cultural-gastronomic tasting of each of their cities, having their best chefs as the head of the event and their best artists accompanying and entertaining the moment.
- **Expo-fair:** An artisanal and gastronomic showcase of producers, business people and local, national and international entrepreneurs that will help expose their products to the world and achieve business alliances.
- **Thematic reunion of Creative Cities:** The cities will discuss mutual cooperation strategies and platforms for the strengthening of commercial and economical networks for craft and folk art and also explore the ways to collaborate transversally with gastronomy.
- **Cultural exchange:** At all moments, this event will be filled with local and foreign cultural displays to make this a forum that will help the understanding of cultural diversity and also to promote peace.

(This information was provided through the Paducah Visitors Bureau news release. Author is Laura Oswald.)

Delegates Laura Oswald, Todd Anderson, Landee Bryant, Nathan & Nicole Brown, attended the commission meeting and shared their experiences. Other delegates unable to attend the meeting were Sara Bradley, Josh Coffey, Nathan Blake Lynn, Lexie Millikan, Tyler Van De Velde, and Missy Corey. Mayor Harless also attended the festival in Mexico.

**POSSIBLE OPIOID LITIGATION INFORMATION**

Attorneys Mark Bryant, Emilie Roark, and David Bryant, from the Bryant Law Center, gave a presentation called, “Recovering From the Opioid Crisis” due to the opioid epidemic costs to the community. This problem has taxed law enforcement, health departments, social services, jails and courts through fostering crimes such as theft, burglary and forgery to fund the addiction. They offered litigation as an option to recover costs from opioid manufacturers and distributors on a contingency fee basis.

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No items were removed. The Mayor asked the City Clerk to read the Consent Agenda.

I(A)	Minutes for the January 23, 2018 City Commission Meeting
I(B)1	Reappointment of Shirley Thompson to the Human Rights Commission. This term shall expire July 24, 2020.
I(C)1	R&F Documents:

	<p><b><u>DOCUMENTS</u></b></p> <ol style="list-style-type: none"> <li>1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for February 6, 2018</li> <li>2. Right of Way Bond for S C Development, LLC</li> <li>3. Contracts/Agreements: <ol style="list-style-type: none"> <li>a. Agreement with Linwood Motors for One ½ Ton Pickup 4x4 SSV for the Fire Department (MO # 2057)</li> <li>b. Agreement with Linwood Motors for One Red 4 Door Sedan for the Fire Department (MO # 2058)</li> <li>c. Professional Services Agreement with Bacon Farmer Workman Engineering &amp; Testing, Inc. for design services for Greenway Trail Phase V (ORD # 2018-1-8513)</li> </ol> </li> <li>4. Paducah Water Works Financial Highlights for November 2017</li> </ol> <p><b><u>BIDS</u></b></p> <p><b>PLANNING DEPARTMENT</b></p> <p><b>Sale of 923 North 26<sup>th</sup> Street</b></p> <ol style="list-style-type: none"> <li>1. W K Rentals *</li> <li>2. Tarris McKinney</li> </ol> <p><b>Sale of 1234 North 12<sup>th</sup> Street</b></p> <ol style="list-style-type: none"> <li>1. Tarris McKinney *</li> </ol> <p><b>Sale of 1551 South 5<sup>th</sup> Street</b></p> <ol style="list-style-type: none"> <li>1. Alden &amp; Roberta Haydel *</li> </ol> <p>*denotes selected bid</p>
I(D)1	Personnel Actions
I(D)2	A MUNICIPAL ORDER AMENDING THE FY2017-2018 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY TO REFLECT THE CORRECT, CURRENT NUMBER OF VACANT AND FILLED POSITIONS (MO # 2062; BK 10)
I(D)3	A MUNICIPAL ORDER ACCEPTING THE BID OF ALDEN E. & ROBERTA HAYDEL IN THE AMOUNT OF \$150 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 1551 SOUTH 5 <sup>th</sup> STREET (MO # 2063; BK 10)
I(D)4	A MUNICIPAL ORDER ACCEPTING THE BID OF W K RENTALS IN THE AMOUNT OF \$2,500 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 923 NORTH 26 <sup>TH</sup> STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE (MO # 2064; BK 10)
I(D)5	A MUNICIPAL ORDER ACCEPTING THE BID OF TARRIS MCKINNEY IN THE AMOUNT OF \$1.00 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 1234 NORTH 12 <sup>TH</sup> STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE (MO # 2065; BK 10)
I(D)6	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING THE DONATION OF LAND GENERALLY LOCATED AT 3330 WAYNE SULLIVAN DRIVE, PADUCAH, KENTUCKY FROM CHIEF PADUKE DEVELOPMENT CORPORATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE, FOR THE PURPOSE OF STORMWATER MANAGEMENT (MO # 2066; BK 10)
I(D)7	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE 2018 ENGINEERING/PUBLIC WORKS DEPARTMENT LITTER ABATEMENT PROGRAM (MO # 2067; BK 10)

I(D)8	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR A REIMBURSEMENT GRANT FOR FY2019 IN THE AMOUNT OF \$30,888.00 THROUGH THE KENTUCKY TRANSPORTATION CABINET'S HIGHWAY SAFETY PROGRAM FOR FUNDING TO BE USED FOR OVERTIME HOURS ASSOCIATED WITH SPECIFIC TRAFFIC ENFORCEMENT FOR THE PADUCAH POLICE DEPARTMENT (MO # 2068; BK 10)
I(D)9	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A SECOND AMENDMENT TO MARK THOMPSON'S EMPLOYMENT CONTRACT AND AUTHORIZING THE EXECUTION OF THE AMENDMENT (MO # 2069; BK 10)
I(D)10	A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND KELLY DREW FOR EMPLOYMENT AS AN OPERATIONS OFFICER FOR THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (MO # 2070; BK 10)

Mayor Harless offered motion, seconded by Commissioner Holland, that the items on the Consent Agenda be adopted as presented.

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

#### **ORDINANCE(S) – ADOPTION**

##### **FY2018 BUDGET AMENDMENT FOR EXECUTIVE SEARCH FIRM CONTRACT FOR CITY MANAGER RECRUITMENT**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2017-06-8487, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017, THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"". This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018, Ordinance No. 2017-06-8487, be amended by the following re-appropriation:

- Transfer \$28,000 from the General Fund (1000) fund reserves to the Human Resources 'Contract Services' Account (1000 3511 523070)

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2018-2-8514; BK 35

##### **APPROVE CONTRACT WITH STRATEGIC GOVERNMENT RESOURCES FOR CITY MANAGER RECRUITMENT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY ACCEPTING THE PROPOSAL OF STRATEGIC GOVERNMENT RESOURCES (SGR) TO ASSIST THE CITY WITH RECRUITING SERVICES FOR SELECTION OF A CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME." This Ordinance is summarized as follows: the City of Paducah accepts the proposal of Strategic Government Resources (SGR) in an amount not to exceed \$28,000 for assistance in recruiting and selecting a City Manager and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2018-2-8515; BK 35

#### **ORDINANCE(S) – INTRODUCTION**

##### **APPROVE CHANGE ORDER WITH BFW FOR RIVERFRONT PHASE 1B PROJECT**

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH BACON FARMER WORKMAN ENGINEERING & TESTING, INC. FOR THE RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-B, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER." This Ordinance is summarized as follows: The City of Paducah hereby authorizes the Mayor to execute Change Order No. 1 with Bacon Farmer

February 13, 2018

Workman Engineering & Testing, Inc. (BFW) for a price increase in the amount of \$220,000 for additional design services for the City of Paducah's Riverfront Redevelopment Project Phase 1-B. This change order increases the total contract amount to \$346,380.00.

**COMMENTS**

**COMMENTS FROM THE CITY MANAGER**

Interim City Manager Mark Thompson reported staff is reviewing the smoking ordinance, particularly the section(s) regarding enforcement, which was introduced at the January 9, 2018, city commission meeting.

Department of Finance has started working on FY2018-2019 budget.

**COMMENTS FROM THE BOARD OF COMMISSIONERS**

Commissioner Abraham voiced concerns regarding unfunded mandates as the City moves into the budget season for next year. He thinks the City should possibly initiate a hiring freeze until the City knows more about personnel costs for the next budget year. This concern comes after the Kentucky Retirement Systems Board of Trustees set pension rates at a much higher rate for next year and following years. These rates will remain at the set rates if the State legislators do not take action to change them.

Mark Thompson, Interim City Manager, responded that all positions are being reviewed and justified before being recommended to the Board for approval. A lot of the vacant positions have been unfilled for quite some time and it is now necessary to fill some of those positions.

Mayor Harless added that there are two options on how the City could handle the situation. The City could adopt a formal policy to freeze hiring or continue with reviewing the recommendation of the City Manager and then being presented for Board action.

Commissioner Holland thanked the downtown merchants and volunteers for coordinating a great, "Fall In Love with Paducah" shopping event, for the Saturday before Valentine's Day.

Mayor Harless gave an update on the strategic planning community sessions. She and Commissioner Wilson hosted a session on Saturday at Seamen's Church. Commissioner Rhodes attended a session today with her and the art consortium.

**ADJOURN**

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

Meeting ended at approximately 6:21 p.m.

**ADOPTED:** February 27, 2018

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City Clerk

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Mayor

**DOCUMENTS**

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for February 20, 2018
2. Quitclaim Deed & Addendum to Deed of Conveyance with Hazel Enterprises for 809 South 4<sup>th</sup> Street (MO # 2060)
3. Contracts/Agreements:
  - a. Agreement with Strategic Government Resources SGR for Executive Recruitment Services (ORD # 2018-2-8515)
  - b. Employment Agreement with Kelly Drew for Police Department Operations Officer (MO # 2070)
  - c. Second Amendment to Employment Agreement with Mark Thompson for Interim City Manager (MO # 2069)
4. Community Scholarship Fund 6-Month Report July 2017-December 2017

**BIDS**

**FIRE DEPARTMENT**

**Uniforms for Fire & E-911 Departments**

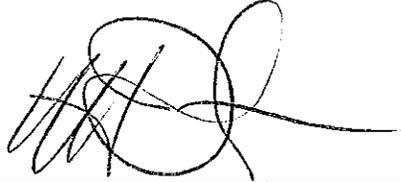
1. Galls, LLC \*

\*Denotes Recommended Bid

CITY OF PADUCAH  
February 27, 2018

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



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City Manager's Signature



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Date

**PERSONNEL ACTIONS**  
February 27, 2018

**NEW HIRE - FULL-TIME (F/T)**

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Shelby, Nicholas M.	Laborer	\$13.61/Hr.	NCS	Non-Ex	March 15, 2018
Moore, William	Laborer	\$15.31/Hr.	NCS	Non-Ex	March 15, 2018
Rawlins, Thomas H.	Laborer	\$15.31/Hr.	NCS	Non-Ex	March 15, 2018
Shelton, Gregory	Laborer	\$15.31/Hr.	NCS	Non-Ex	March 15, 2018
Burk, Brian E.	Laborer	\$16.16/Hr.	NCS	Non-Ex	March 15, 2018

**POLICE OPERATIONS**

Strohmeier, Matthew R.	Police Officer Recruit	\$21.00/Hr.	NCS	Non-Ex	April 5, 2018
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**NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL**

<u>EPW - FLOODWALL</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Beardsley, Deborah S	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Brannon, Kenneth E.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Hagan, William R.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Howard, Joseph B.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Kelley, Robert E.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Mikolaitis, Shawn M.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Peyton, Steven D.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Green, Randall K.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Covert, Lloyd K.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Stetter, James W.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Hill, Waylon T.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Burns, Rosie R.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Burns, Kenneth R.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Malmgren, Kenneth	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Jones, Robert M.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Wilson, Christopher D.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Gott, Michael M.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018
Conley, Mark A.	Temp -Floodwall Operator	\$10.00/Hr.	NCS	Non-Ex	February 22, 2018

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<b><u>EPW - FLOODWALL</u></b>					
Bell, Bobby G.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Bollinger, Darrell W.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Brannon, Charles B.	Temp -Floodwall Operator \$7.46/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Brannon, Kelly D.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Dawson, Randell M.	Temp -Floodwall Operator \$7.25/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018

**PERSONNEL ACTIONS**  
**February 27, 2018**

Edmonds, Gary L.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Ford, Joe R.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Ford Jr., Presley D.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Griffin, Joe E.	Temp -Floodwall Operator \$7.25/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Hayden, Charles T.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Hayden Jr., Charles T.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Hayden, Larry D.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Joiner, Brent I.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Little, Donnie G.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Peavler, Joe L.	Temp -Floodwall Operator \$7.46/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Phillips, Michael R.	Temp -Floodwall Operator \$7.25/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Richardson, Bobby J.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Ringstaff, John H.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Ryan Sr., Wayne R.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Thompson, Gary L	Temp -Floodwall Operator \$7.25/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Timmons, Robert D.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Vaughn, Robert F.	Temp -Floodwall Operator \$7.25/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Wainscott, Richard B.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Walker, Chaney M.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Willford, Terry L.	Temp -Floodwall Operator \$8.00/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018
Wright, Larry K.	Temp -Floodwall Operator \$7.25/Hr.	Temp -Floodwall Operator \$10.00/Hr.	NCS	Non-Ex	February 21, 2018

**TERMINATIONS - FULL-TIME (FT)**

**FIRE - SUPPRESSION**

<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>	
Harris, Gary	Fire Lieutenant	Retirement	February 28, 2018

**EMERGENCY COMMUNICATION SRVCS**

Hunt, Jordan T.	Telecommunicator	Resignation	February 19, 2018
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**EPW - STREET**

Romaine, Wesley M.	ROW Maintenance Person	Resignation	March 7, 2018
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**TERMINATIONS - PART-TIME (PT)/TEMPORARY/SEASONAL**

PERSONNEL ACTIONS  
February 27, 2018

EPW - FLOODWALL

Barnes, Bobby J.	Temp -Floodwall Operator	Termination	February 21, 2018
Bennett, Stephen R.	Temp -Floodwall Operator	Termination	February 21, 2018
Carver, Rodney N.	Temp -Floodwall Operator	Termination	February 21, 2018
Carver, William N.	Temp -Floodwall Operator	Termination	February 21, 2018
Crew, Richard L.	Temp -Floodwall Operator	Termination	February 21, 2018
Dallas, Anthony V.	Temp -Floodwall Operator	Termination	February 21, 2018
Edmonds, Brodrick K.	Temp -Floodwall Operator	Termination	February 21, 2018
Hayes, Brandon F.	Temp -Floodwall Operator	Termination	February 21, 2018
Herndon, Bill G.	Temp -Floodwall Operator	Termination	February 21, 2018
Hill, James A.	Temp -Floodwall Operator	Termination	February 21, 2018
Keel, Sean M.	Temp -Floodwall Operator	Termination	February 21, 2018
Keeling, William A.	Temp -Floodwall Operator	Termination	February 21, 2018
McGuins, Amber A.	Temp -Floodwall Operator	Termination	February 21, 2018
Millay, John L.	Temp -Floodwall Operator	Termination	February 21, 2018
Morris, John G.	Temp -Floodwall Operator	Termination	February 21, 2018
Prescott, Jeffery L.	Temp -Floodwall Operator	Termination	February 21, 2018
Ringstaff, Charles R.	Temp -Floodwall Operator	Termination	February 21, 2018
Ringstaff, Willard J.	Temp -Floodwall Operator	Termination	February 21, 2018
Taylor, John C.	Temp -Floodwall Operator	Termination	February 21, 2018
Thompson, Aaron D.	Temp -Floodwall Operator	Termination	February 21, 2018
Wells, Carolyn J.	Temp -Floodwall Operator	Termination	February 21, 2018
Williams, Lawrence M.	Temp -Floodwall Operator	Termination	February 21, 2018
Wurth, Albert E.	Temp -Floodwall Operator	Termination	February 21, 2018

# Agenda Action Form Paducah City Commission

Meeting Date: 27 February 2018

**Short Title:** FLOODWALL PUMP STATION #2 REHABILITATION – CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN APPLICATION

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:** Rick Murphy, Sheryl Chino  
**Presentation By:** Rick Murphy

**Background Information:** On December 19, 2017, the City Commission adopted a municipal order (#2055) authorizing the submittal of a Clean Water Station Revolving Fund (CWSRF) Loan Application for the Pump Station #2 Rehabilitation Project; as well as, authorizing the Mayor to execute all loan application documents. The Kentucky Infrastructure Authority has requested that the city amend Municipal Order #2055 to include "successors-in-title" after "Mayor" in Section 1 of the Municipal Order.

**Goal:**  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

**Funds Available:** Account Name:

Account Number:

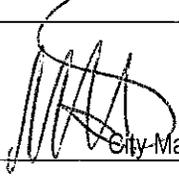
Project Number:

CFDA:

Finance
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**Staff Recommendation:** Authorize and direct the mayor to execute all CWSRF loan related documents.

**Attachments:** Municipal Order #2055 and example authorizing resolution from the Kentucky Infrastructure Authority.

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2055 ENTITLED "A MUNICIPAL ORDER AUTHORIZING AN APPLICATION THROUGH THE KENTUCKY ENERGY AND ENVIRONMENT CABINET AND KENTUCKY INFRASTRUCTURE AUTHORITY TO OBTAIN A CLEAN WATER STATE REVOLVING FUND LOAN FOR THE FLOODWALL PUMP STATION #2 PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME" TO INCLUDE AND AUTHORIZE SUCCESSORS-IN-TITLE TO THE OFFICE OF MAYOR TO EXECUTE ALL LOAN APPLICATION DOCUMENTS

WHEREAS, under the terms of Title VI of the Water Quality Act of 1987 and amendments to KRS 224A, the State is authorized to render financial assistance to eligible project applicants by way of capitalization grants from the U.S. Environmental Protection Agency and State Match funds comprising the Federally Assisted Wastewater Revolving Fund (State Revolving Loan Program) established to aid in the construction of wastewater treatment facilities improvements and certain related facilities with consideration for the approval to be based on applications submitted through the Kentucky Energy and Environment Cabinet and the Kentucky Infrastructure Authority; and

WHEREAS, the City of Paducah proposes to provide improvements such as upgraded pump plant discharge pipes, rehabilitation of mechanical components and replacement of the sluice gate for the Pump Station #2 Rehabilitation Project which are considered eligible for such loan assistance; and

WHEREAS, the City of Paducah now wishes to authorize the loan application to obtain a Clean Water State Revolving Fund Loan.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application through the Kentucky Energy and Environment Cabinet and Kentucky Infrastructure Authority to obtain a Clean Water State Revolving Fund Loan in the amount of \$3,713,000 for improvements for the Floodwall Pump Station #2 Project and authorizes the Mayor and Successors-in-Title to execute all loan application documents relating to same.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
MO\Pump Station 2 Clean Water State Revolving Fund Loan Application Amendment

MUNICIPAL ORDER NO. 2055

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION THROUGH THE KENTUCKY ENERGY AND ENVIRONMENT CABINET AND KENTUCKY INFRASTRUCTURE AUTHORITY TO OBTAIN A CLEAN WATER STATE REVOLVING FUND LOAN FOR THE FLOODWALL PUMP STATION #2 PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, under the terms of Title VI of the Water Quality Act of 1987 and amendments to KRS 224A, the State is authorized to render financial assistance to eligible project applicants by way of capitalization grants from the U.S. Environmental Protection Agency and State Match funds comprising the Federally Assisted Wastewater Revolving Fund (State Revolving Loan Program) established to aid in the construction of wastewater treatment facilities improvements and certain related facilities with consideration for the approval to be based on applications submitted through the Kentucky Energy and Environment Cabinet and the Kentucky Infrastructure Authority; and

WHEREAS, the City of Paducah proposes to provide improvements such as upgraded pump plant discharge pipes, rehabilitation of mechanical components and replacement of the sluice gate for the Pump Station #2 Rehabilitation Project which are considered eligible for such loan assistance; and

WHEREAS, the City of Paducah now wishes to authorize the loan application to obtain a Clean Water State Revolving Fund Loan.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

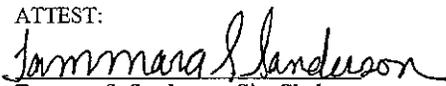
SECTION 1. The City of Paducah hereby authorizes the submission of an application through the Kentucky Energy and Environment Cabinet and Kentucky Infrastructure Authority to obtain a Clean Water State Revolving Fund Loan in the amount of \$3,713,000 for improvements for the Floodwall Pump Station #2 Project and authorizes the Mayor to execute all loan application documents relating to same.

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



Mayor

ATTEST:



Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017  
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017  
\\MO\Pump Station 2 Clean Water State Revolving Fund Loan Application

**Agenda Action Form  
Paducah City Commission**

Meeting Date: Feb 27, 20

Short Title: Uniform Contract - Fire Dept. : 911

Ordinance  Emergency  Municipal Order  Resolution  Motion

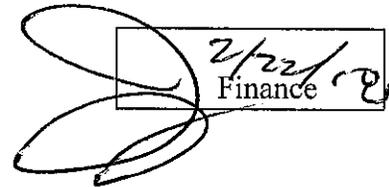
Staff Work By: Deputy Chief Matthew Tinsley  
Presentation By: Chief Kyle

**Background Information:**

The Fire Department and 911 Communications contracts for uniform services for its personnel. A 2 year contract with a 2 year renewal option was advertised with 5 companies requesting bid packets. Galls bid was \$8,006.45 for a total cost and while the only bidder, they were in range on the previous contract and was accepted as a responsive bid. Gall's is the Fire Departments recommendation for selection.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

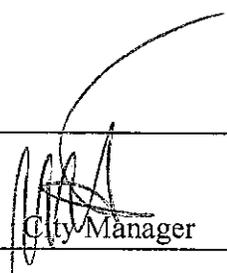
Funds Available: Account Name: Clothing Allowance  
Account Number: 001-1801/1802/1803/1804-522-1610

  
Finance

**Staff Recommendation:**

To accept the bid form Galls and execute the 2 year contract for service.

**Attachments:**

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING THE BID OF GALLS , LLC, FOR THE PURCHASE OF UNIFORMS FOR FIRE DEPARTMENT & 911 EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. That the City of Paducah accepts the bid of Galls, LLC, for uniforms for employees in the Fire Department & 911 Emergency Communication Department at the unit prices as shown on the attached price list, for a period of two years, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Galls, LLC, dated February 5, 2018.

SECTION 2. The Mayor is hereby authorized to execute a contract with Galls, LLC, for furnishing the City with uniforms as authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid. Said contract is for a two-year time period beginning upon execution of the contract. The term of the Contract may be renewable for an additional two-year term upon the mutual agreement of both the City and Galls, LLC.

SECTION 3. Payment for said uniforms shall be charged to the Fire Department Clothing Allowance account numbers.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
\\mo\bid-Galls Uniforms Fire & 911

**CITY OF PADUCAH, KENTUCKY  
FIRE DEPARTMENT and PADUCAH 911**

**BID PROPOSAL - UNIFORM SERVICES**

Proposal of Galls, LLC

(hereinafter called Bidder), organized and existing under the laws of Delaware  
(state) and doing business as Galls, LLC\*, as

applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

\*Insert "A Corporation", A Partnership" or "An Individual"

**UNIFORM SERVICES**

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Uniform Services for the Paducah Fire Department and 911 Communications** in accordance with the specifications and other contract documents prepared by the Paducah Fire Department, at the prices stated below.

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

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

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

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

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

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

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

**ORIGINAL**

**CITY OF PADUCAH, KENTUCKY  
BIDDER'S REQUIRED CERTIFICATIONS**

**FOR UNIFORM SERVICES FOR THE CITY FIRE DEPARTMENT  
AND PADUCAH 911**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. **WORKERS' COMPENSATION AFFIDAVIT**

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. **CAMPAIGN FINANCE LAWS**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. **KRS 45A.343**

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. STATE TAXES AND FEES

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: R. Michael Andrews, Jr.  
Printed Name: R. Michael Andrews, Jr.  
Title: CFO  
Company: Galls, LLC  
Date: 1/31/18

STATE OF Kentucky )  
COUNTY OF Fayette )

The foregoing instrument was sworn to and acknowledged before me this 23<sup>rd</sup> day of January, 2018 by R. Michael Andrews, CFO (title) of Galls LLC (Name of Company).

My commission expires: 5/3/18

Nancy Faulmer  
Notary Public, State at Large

SEAL

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS; That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Louis J. Bensinger; Kathleen M. Coon; Michelle G. Higgins; Holly Tallone

all of the city of Blue Bell state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2017



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 5th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of FEBRUARY, 2018



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8226

**BID PROPOSAL:**

**SUPPRESSION**

**SHIRTS**

Item No.	BRAND	Item	Model	Description	Size	Delivery Time	Unit Price	Amount
1	BAYSIDE	LONG SLEEVE T SHIRT 6.1 OZ	BA6100	DARK ASH AMERICAN UNION MADE LOGO LEFT CHEST PRINTING ON BACK 2 COLORS	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	<del>\$17.45</del> 2X and up- \$22.45	\$17.45 \$22.45
2	5.11	SHORT SLEEVE POLO SHIRT	41060	WHITE OR HEATHER GREY OPTIONS <i>NAVY</i> EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$37.95	\$37.95
3	5.11	LONG SLEEVE POLO SHIRT	42056	WHITE OR HEATHER GREY OPTIONS <i>NAVY</i> EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$41.75	\$41.75

4	5.11	WOMEN'S SHORT SLEEVE POLO SHIRT	61166	WHITE OR HEATHER GREY OPTIONS <b>NAVY</b> EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-XL	In Stock 1-7 days Out of Stock 30-45	\$37.95	\$37.95
5	5.11	JOB SHIRT	42314	<b>NAVY</b> HEATHER GREY EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$55.60	\$55.60
6	WORKRITE	NOMEX IIIA SHORT SLEEVE SHIRT	720-NX-45	NOMEX NAVY BLUE SHORT SLEEVE RIGHT SHOULDER REVERSED AMERICAN FLAG WITH GOLD BORDER AND LEFT SHOULDER PFD PATCH	38-54	In Stock 1-7 days Out of Stock 30-45 days	\$106.85	\$106.85
7	WORKRITE	NOMEX IIIA LONG SLEEVE SHIRT	725NMX-45	NOMEX NAVY BLUE LONG SLEEVE RIGHT SHOULDER REVERSED AMERICAN FLAG WITH GOLD BORDER AND LEFT SHOULDER PFD PATCH	38-54 REG- LONG	In Stock 1-7 days Out of Stock 30-45 days	\$117.25	\$117.25

8	FECHHEIMMER	ZIPPERED SHORT SLEEVE SHIRT	85R7800Z	MEN'S FLYING CROSS WHITE SHORT SLEEVE ZIPPERED FRONT 100% VISA SYSTEM 3 POLYESTER SHIRT	14.0-22.5	In Stock 1-7 days Out of Stock 30-45 days	\$ 34.00	\$34.00
9	FECHHEIMMER	ZIPPERED LONG SLEEVE SHIRT	33W7800Z	MEN'S FLYING CROSS WHITE LONG SLEEVE ZIPPERED FRONT 100% VISA SYSTEM 3 POLYESTER SHIRT	15-22.5 32-37	In Stock 1-7 days Out of Stock 30-45 days	\$ 38.50	\$38.50
10	BLAUER *SUB: Fechheimer See spec sheet	SHORT SLEEVE SHIRT	8421 *SUB: SH0 18	WHITE POLY/COTTON BLEND SHORT SLEEVE SHIRT	14.5-22.5 REG-TALL	In Stock 1-7 days Out of Stock 30-45 days	\$ 33.00	\$33.00

11	BLAUER  *SUB: Fechheimer See spec sheet	LONG SLEEVE SHIRT	8431  *SUB: SH020	LONG SLEEVE LIGHT BLUE POLY/COTTON BLEND WITH DARK NAVY SHOULDER STRAPS AND POCKET FLAPS RIGHT SHOULDER REVERSED AMERICAN FLAG WITH GOLD BORDER AND LEFT SHOULDER PFD PATCH	14.5-19.5 33-37	In Stock 1-7 days Out of Stock 30-45 days	\$31.00	\$31.00
12	BLAUER  *SUB: Fechheimer See spec sheet	LONG SLEEVE SHIRT	8431  *SUB: SH020	LONG SLEEVE WHITE POLY/COTTON BLEND RIGHT SHOULDER REVERSED AMERICAN FLAG WITH GOLD BORDER AND LEFT SHOULDER PFD PATCH	14.5-19.5 33-37	In Stock 1-7 days Out of Stock 30-45 days	\$31.00	\$31.00

13	BLAUER	WOMEN'S LONG SLEEVE SHIRT	8431W	LONG SLEEVE LIGHT BLUE POLY/COTTON BLEND WITH DARK NAVY SHOULDER STRAPS AND POCKET FLAPS RIGHT SHOULDER REVERSED AMERICAN FLAG WITH GOLD BORDER AND LEFT SHOULDER PFD PATCH	14.5-19.5 33-37	In Stock 1-7 days Out of Stock 30-45 days	\$31.00	\$31.00
	*SUB: Fechheimer See spec sheet		*SUB: SR566					
14	BLAUER	WOMEN'S LONG SLEEVE SHIRT	8431W	LONG SLEEVE WHITE POLY/COTTON BLEND RIGHT SHOULDER REVERSED AMERICAN FLAG WITH GOLD BORDER AND LEFT SHOULDER PFD PATCH	14.5-19.5 33-37	In Stock 1-7 days Out of Stock 30-45 days	\$33.00	\$33.00
	See spec sheet *SUB: Fechheimer		*SUB: SR567					

**PANTS**

15	WORKRITE	DUTY PANTS	420NMX-75	NOMEX NAVY BLUE	28-50	In Stock 1-7 days	\$97.95	\$97.95
16	WORKRITE	CARGO SHORTS	425NMX-45	NOMEX NAVY BLUE	28-50	Out of Stock 30-45 days	\$102.95	\$102.95

**COATS**

17	FECHHEIMMER	DOUBLE BRESATED DRESS COAT	38804	DOUBLE BREASTED DRESS COAT LAPD NAVY	32S-58T	In Stock 1-7 days Out of Stock 30-45 days	\$122.70	\$122.70
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**OUTERWEAR**

18	BLAUER *SUB See spec	B.DRY 3-SEASON JACKET	6120 *SUB FECH59130	NAVY, DUTY JACKET	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$106.95	\$106.95
19	NEWPORT	MEN'S DRESS RAIN COAT	261MT	MEN'S "DARIEN" DOUBLE BRESTED DRESS RAINCOAT	36S-54T	In Stock 1-7 days Out of Stock 30-45 days	\$193.35	\$193.35
20	NEWPORT	WOMEN'S DRESS RAIN COAT	261LT	WOMEN'S "DARIEN" DOUBLE BRESTED DRESS RAINCOAT	2P-18T	In Stock 1-7 days Out of Stock 30-45 days	\$193.35	\$193.35

**HEADWEAR**

21	BAYLY	BELL CROWN CAP	07NS2CO	NAVY BELL CROWN CAP WITH BLACK STRAP	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$83.00	\$83.00
22	BAYLY	BELL CROWN CAP	07NS2C4	NAVY BELL CROWN CAP WITH SILVER STRAP	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$88.95	\$88.95
23	BAYLY	BELL CROWN CAP	20307GS	WHITE BELL CROWN CAP WITH GOLD STRAP	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$88.95	\$88.95
24	BAYLY	BELL CROWN CAP	07GS8D3	WHITE DECORATED BELL CROWN CAP WITH GOLD STRAP	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$125.00	\$125.00
25		FD HAT BUTTON	7287	FD HAT BUTTONS IN GOLD AND SILVER		In Stock 1-7 days Out of Stock 30-45 days	\$1.50	\$1.50

26		GOLD DRESS CAP STRAP	8526	1/2" GOLD NYLON DRESS CAP STRAP		In Stock 1-7 days Out of Stock 30-45 days	\$6.00	\$6.00
27	BAYLY	PERMAGOLD DRESS CAP STRAP	8519	1/2" PERMAGOLD DRESS CAP STRAP		In Stock 1-7 days Out of Stock 30-45 days	\$6.00	\$6.00
28	BAYLY	SILVER DRESS CAP STRAP	8525	1/2" SILVER DRESS CAP STRAP		In Stock 1-7 days Out of Stock 30-45 days	\$6.00	\$6.00
29	BATES	LEATHER PADDED COLLAR CHUKKA	78	BLACK LEATHER	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$110.00	\$110.00
30	ALL BRANDS	REPLACEMENT LACES		ALL BRANDS SPECIFIED	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$3.00	\$3.00

**FOOTWEAR**

31	BATES	DELTA 6 GORTEX SIDE ZIP BOOT	2905 Sub: SP757	BLACK SIDE ZIP	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$88.85	\$88.85
32	BATES	WOMEN'S GX-8 WATERPROOF ZIPPER	2788	8" BLACK SIDE ZIP	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$100.00	\$100.00
33	BATES	WOMEN'S GX-4 WATERPROOF	2766	4" BLACK	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$95.00	\$95.00
34	See spec sheet BLAUER *Sub: Bates	BLITZ 8" WATERPROOF BOOT	FW028WP *Sub:SP707	BLACK 8"	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$115.00	\$115.00
35	See spec sheet BLAUER *Sub: Bates	CLASH 6" WATERPROOF BOOT	FW016WP *Sub: FP970	BLACK 6"	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$84.00	\$84.00
36	DANNER	STRIKER TORRENT 4.5"	43027	BLACK 4.5"	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$128.00	\$128.00
37	DANNER	STRIKER TORRENT SIDE-ZIP 8"	43031	BLACK 8" SIDE ZIP	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$166.00	\$166.00

38	DANNER	WOMEN'S STRIKER II 45 GTX	42970	BLACK 4.5"	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$130.00	\$130.00
39	See spec sheet TIMBERLAND *SUB	TIMBERLAND PRO VALOR 6"	1164A * Sub: FX292	BLACK 6" BOOT	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$97.00	\$97.00
40	TIMBERLAND	TIMBERLAND PRO VALOR DUTY 8"	1167A	BLACK 8" BOOT WITH SIDE ZIP	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$107.00	\$107.00
41	TIMBERLAND	TIMBERLAND PRO VALOR DUTY 8"	1167A	BLACK 8" BOOT WITH SIDE ZIP	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$107.00	\$107.00

**GLOVES**

42	RINGER GLOVES	RINGER'S EXTRICATION BARRIER 1	327	EXTRICATION GLOVES	XS-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$48.00	\$48.00
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**BADGES & INSIGNA**

43	BLACKINTON	DISTINGUISHED SERVICE AWARD	A11416	RED AND WHITE WITH FIRE IN THE MIDDLE		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
44	BLACKINTON	MEDAL OF VALOR	A11179	RED AND BLUE WITH GOLD V		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
45	BLACKINTON	ONE MALTESE CROSS	A10806	RED WITH ONE GOLD MALTESE CROSS		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
46	BLACKINTON	TWO MALTESE CROSSES	A10805	RED WITH TWO GOLD MALTESE CROSSES		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
47	BLACKINTON	THREE MALTESE CROSSES	A10804	RED WITH THREE GOLD MALTESE CROSSES		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80

48	BLACKINTON	FOUR MLATESE CROSSES	A10803	RED WITH FOUR GOLD MALTESE CROSSES		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
49	BLACKINTON	MERITORIOUS FIRE SERVICE ONE STAR	A7140-C	RED WITH ONE GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
50	BLACKINTON	MERITORIOUS FIRE SERVICE TWO STARS	A7140-D	RED WITH TWO GOLD STARS		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
51	BLACKINTON	MERITORIOUS FIRE SERVICE THREE STARS	A7140-E	RED WITH THREE GOLD STARS		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
52	BLACKINTON	MERITORIOUS FIRE SERVICE FOUR STARS	A7140-F	RED WITH FOUR GOLD STARS		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
53	BLACKINTON	MERITORIOUS FIRE SERVICE FIVE STARS	A7140-G	RED WITH FIVE GOLD STARS		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
54	BLACKINTON	MERITORIOUS FIRE SERVICE SIX STARS	A7140-H	RED WITH SIX GOLD STARS		In Stock 1-7 days Out of Stock 30-45 days	\$11.80	\$11.80
55	BLACKINTON	MERITORIOUS EMS SERVICE ONE STAR	A346	BLUE WITH ONE GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.50	\$11.50
56	BLACKINTON	MERITORIOUS EMS SERVICE TWO STARS	A346-B	BLUE WITH TWO GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.50	\$11.50

57	BLACKINTON	MERITORIOUS EMS SERVICE THREE STARS	A346-C	BLUE WITH THREE GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.50	\$11.50
58	BLACKINTON	MERITORIOUS EMS SERVICE FOUR STARS	A346-D	BLUE WITH FOUR GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.50	\$11.50
59	BLACKINTON	MERITORIOUS EMS SERVICE FIVE STARS	A346-E	BLUE WITH FIVE GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.50	\$11.50
60	BLACKINTON	MERITORIOUS EMS SERVICE SIX STARS	A346-E	BLUE WITH SIX GOLD STAR		In Stock 1-7 days Out of Stock 30-45 days	\$11.50	\$11.50
61	BLACKINTON	HAT PIN - FIREFIGHTER	A2327	1 5/8" RHODIUM SCRAMBLE		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70
62	BLACKINTON	HAT PIN - LIEUTENANT	A2912	1 5/8" RHODIUM SINGLE BUGLE		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70
63	BLACKINTON	HAT PIN - CAPTAIN	A175	1 5/8" GOLD DOUBLE BUGLES		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70
64	BLACKINTON	HAT PIN - BATALION CHIEF	A2911	1 5/8" GOLD 2 CROSSED BUGLES		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70
65	BLACKINTON	HAT PIN - ASST CHIEF	A2910	1 5/8" GOLD 3 CROSSED BUGLES		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70
66	BLACKINTON	HAT PIN - DEPUTY CHIEF	A1962	1 5/8" GOLD 4 CROSSED BUGLES		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70
67	BLACKINTON	HAT PIN - CHIEF	A2811	1 5/8" GOLD 5 CROSSED BUGLES		In Stock 1-7 days Out of Stock 30-45 days	\$16.70	\$16.70

68	BLACKINTON	EMT PIN	A6193	EMT PIN BLUE AND WHITE		In Stock 1-7 days Out of Stock 30-45 days	\$15.85	\$15.85
69	BLACKINTON	TRAINING INSTRUCTOR PIN	A3953T	TRAINING INSTRUCTOR MAROON WHITE AND GOLD		In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00
70	PREMIER EMBLEM	HAZMAT PIN	P4964	HAZMAT PIN WHITE RED YELLOW BLUE AND GOLD		In Stock 1-7 days Out of Stock 30-45 days	\$4.00	\$4.00
71	PREMIER EMBLEM	RUBBER PIN BACK	CLUTCHES	RUBBER CLUTCH PIN BACK		In Stock 1-7 days Out of Stock 30-45 days	\$3.00	\$3.00
72	SMITH & WARREN	PFD COLLAR INSIGNIA	C501-PFD	GOLD AND RHODIUM FINISHES	SMALL & MEDIUM	In Stock 1-7 days Out of Stock 30-45 days	\$13.60	\$13.60
73	SMITH & WARREN	SINGLE BUGLE COLLAR INSIGNIA	C1155	RHODIUM FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$10.85	\$10.85
74	SMITH & WARREN	SINGLE BUGLE COLLAR INSIGNIA COAT	C115L	RHODIUM FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$18.00	\$18.00
75	SMITH & WARREN	DOUBLE BUGLE COLLAR INSIGNIA	C116S	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
76	SMITH & WARREN	DOUBLE BUGLE COLLAR INSIGNIA COAT	C116L	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$14.00	\$14.00
77	SMITH & WARREN	DOUBLE CROSSED BUGLES COLLAR INSIGNIA	C118S	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75

78	SMITH & WARREN	DOUBLE CROSSED BUGLES COLLAR INSIGNIA COAT	C118L	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$19.00	\$19.00
79	SMITH & WARREN	THREE BUGLES COLLAR INSIGNIA	C119S	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
80	SMITH & WARREN	THREE BUGLES COLLAR INSIGNIA COAT	C119L	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$19.00	\$19.00
81	SMITH & WARREN	FOUR BUGLES COLLAR INSIGNIA	C122S	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
82	SMITH & WARREN	FOUR BUGLES COLLAR INSIGNIA COAT	C122L	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$19.00	\$19.00
83	SMITH & WARREN	FIVE BUGLES COLLAR INSIGNIA	C121S	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
84	SMITH & WARREN	FIVE BUGLES COLLAR INSIGNIA COAT	C121L	GOLD FINISH		In Stock 1-7 days Out of Stock 30-45 days	\$19.00	\$19.00
85	SMITH & WARREN	CUSTOM SHIRT BADGE	E288	GOLD AND RHODIUM OPTIONS		In Stock 1-7 days Out of Stock 30-45 days	\$47.00	\$47.00
86	SMITH & WARREN	CUSTOM COAT BADGE	M180	GOLD AND RHODIUM OPTIONS		In Stock 1-7 days Out of Stock 30-45 days	\$42.00	\$42.00
87	SMITH & WARREN	FIRFIGHTER BADGE SEALS	C192P			In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00
88	SMITH & WARREN	LIEUTENANT BADGE SEALS	C180P			In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00

89	SMITH & WARREN	CAPTAIN BADGE SEALS	C183FBE			In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00
90	SMITH & WARREN	BATTALION CHIEF BADGE SEALS	C175FBE			In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00
91	SMITH & WARREN	ASST CHIEF BADGE SEALS	C177BE			In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
92	SMITH & WARREN	DEPUTY CHIEF BADGE SEALS	C187BE			In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
93	SMITH & WARREN	CHIEF BADGE SEALS	C189BE			In Stock 1-7 days Out of Stock 30-45 days	\$10.75	\$10.75
94	SMITH & WARREN	NAME BAR	NP102	NAME PLATE (F. LAST) GOLD AND RHODIUM OPTION		In Stock 1-7 days Out of Stock 30-45 days	\$8.00	\$8.00
95	SMITH & WARREN	SERVING SINCE PLATE	NP105	SERVING SINCE (YEAR) GOLD AND RHODIUM OPTION		In Stock 1-7 days Out of Stock 30-45 days	\$8.00	\$8.00

**EQUIPMENT**

96	See spec sheet BLACKJACK *SUB	BLACKJACK LIGHT MOUNT	BJ002 *Sub: FL879	LIGHT MOUNT FOR G2X FIRE RESCUE PRO LIGHT ALUMINUM		In Stock 1-7 days Out of Stock 30-45 days	\$23.00	\$23.00
97	BLACKJACK	BLACKJACK HOLDER	BJ003	HOLDER FOR SUREFIRE 6P, 9P, G2 & G3		In Stock 1-7 days Out of Stock 30-45 days	\$25.80	\$25.80
98	*SUB FOX FURY See spec sheet	.DISCOVER-120- LUMENS-HELMET —LIGHT-	480-006 *Sub: Stream Light	USB Headlamp		In Stock 1-7 days Out of Stock 30-45 days	<del>\$60.95</del> 134.00	<del>-\$60.95</del> 134.00

99	STREAMLIGHT	KNUCKLEHEAD RECHARGEABLE FLASHLIGHT	90657			In Stock 1-7 days Out of Stock 30-45 days	\$139.95	\$139.95
100	STREAMLIGHT	SMSTREAMLIGHT STEADY CHARGE PLUG-IN HOLDER	90010	FOR KNUCKLEHEAD		In Stock 1-7 days Out of Stock 30-45 days	\$23.70	\$23.70
101	STREAMLIGHT	STREAMLIGHT 4AA WHITE LED	68202			In Stock 1-7 days Out of Stock 30-45 days	\$24.50	\$24.50
102	STREAMLIGHT	STREAMLIGHT POLY-TACA	88850			In Stock 1-7 days Out of Stock 30-45 days	\$40.00	\$40.00
103	STREAMLIGHT	STREAMLIGHT XENON BULB	90314			In Stock 1-7 days Out of Stock 30-45 days	\$6.85	\$6.85
104	STREAMLIGHT	PROPOLYMER LED REPLACEMENT BULB	68221			In Stock 1-7 days Out of Stock 30-45 days	\$18.00	\$18.00
105	STREAMLIGHT	CR123 LITHIUM BATTERIES, 12PK	85177			In Stock 1-7 days Out of Stock 30-45 days	\$22.10	\$22.10
106	STREAMLIGHT	CR123 LITHIUM BATTERIES, 2PK	85175			In Stock 1-7 days Out of Stock 30-45 days	\$5.00	\$5.00
107	STREAMLIGHT	KNUCKLEHEAD BATTERY PACK	90338			In Stock 1-7 days Out of Stock 30-45 days	\$37.00	\$37.00
108	ACOUSTICA	XP STETHOSCOPE	MDF747XP	BLACK, NAVY BLUE, AND PINK OPTIONS		In Stock 1-7 days Out of Stock 30-45 days	\$19.00	\$19.00
109	BIANCHI	MEDICAL GLOVE HOLDER	31316			In Stock 1-7 days Out of Stock 30-45 days	\$9.60	\$9.60

110	BOSTON LEATHER	EMT SCISSOR HOLDER	9115RS			In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00
111	KROLL	EMS SHEARS	EMI-1096	BLACK, BLUE, PINK AND PURPLE OPTIONS		In Stock 1-7 days Out of Stock 30-45 days	\$2.00	\$2.00
112	OCCUNOMIX	LARGE GEAR BAG	OK3000	GEAR BAG W/ EMBROIDERED LOGO AND FIRST INITIAL LAST NAME		In Stock 1-7 days Out of Stock 30-45 days	\$52.00	\$52.00
113	LIBERTY BAGS	GARMENT BAG	9009			In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95
114	EMI	EMERGENCY WINDOW PUNCH	1066			In Stock 1-7 days Out of Stock 30-45 days	\$5.65	\$5.65
115	EMI	FIRE POWER RESCUE TOOL	EMI-911			In Stock 1-7 days Out of Stock 30-45 days	\$39.95	\$39.95
116	OPEN DOOR INDUSTRIES	WEDGE-IT	WEDGE-IT			In Stock 1-7 days Out of Stock 30-45 days	\$7.65	\$7.65
117	TASK FORCE TIPS	RES-Q-RENCH	SPAN25			In Stock 1-7 days Out of Stock 30-45 days	\$18.70	\$18.70
118	See spec sheet RESCUE TECH *SUB: North American	EGRESS-N ESCAPE KIT 50'	5253328050 SUB: 90-0020			In Stock 1-7 days Out of Stock 30-45 days	\$145.00	\$145.00

**OTHER**

119		ALTERATION CHARGES		ATTACH PATCHES, FLAGS, INSIGNA, HEM OR ALTER			Galls, LLC does not charge for applications or hemming.	\$0.00	\$0.00
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**PREVENTION**

**SHIRTS**

120	5.11	SHORT SLEEVE POLO SHIRT	41060	NAVY, EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$37.95	\$37.95
121	TRU-SPEC	TRU-SPEC 24/7 TACTICAL SHORT SLEEVE FIELD SHIRT	1047	NAVY LIGHTWEIGHT POLY/COTTON BLEND RIPSTOP SHORT SLEEVE	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$32.00	\$32.00
122	TRU-SPEC	TRU-SPEC 24/7 TACTICAL LONG SLEEVE FIELD SHIRT	1058	NAVY LIGHTWEIGHT POLY/COTTON BLEND RIPSTOP LONG SLEEVE	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$35.00	\$35.00

**PANTS**

123	PROPPER	PROPPER TACTICAL TROUSERS MENS	F5243	KHAKI AND NAVY OPTIONS LIGHTWEIGHT TACTICAL TROUSERS	30-54	In Stock 1-7 days Out of Stock 30-45 days	\$33.00	\$33.00
124	PROPPER	PROPPER TACTICAL TROUSERS WOMENS	F5254	KHAKI AND NAVY OPTIONS LIGHTWEIGHT TACTICAL TROUSERS	2-24	In Stock 1-7 days Out of Stock 30-45 days	\$33.00	\$33.00

**OUTERWEAR**

125	5.11	TAC DRY RAIN SHELL JACKET	48098	DARK NAVY WITH EMBROIDERED LOGO ON LEFT CHEST	XS-3XL	In Stock 1-7 days Out of Stock 30-45 days	\$103.00	\$103.00
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**FOOTWEAR**

126	WEINBRENNER	6" HIKER - SAFETY TOE	804-6000	6" BLACK LEATHER	ALL SIZES	In Stock 1-7 days Out of Stock	\$132.95	\$132.95
127	WEINBRENNER	6" WATERPROOF-SAFETY TOE	804-4456	6" BROWN LEATHER	ALL SIZES	30-45 days In Stock 1-7 days Out of Stock 30-45 days	\$114.00	\$114.00
128	WEINBRENNER	SLIP ON COMPOSITE TOE	804-4320	SLIP-ON	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$90.80	\$90.80
129	TIMBERLAND	TIMBERLAND PRO VALOR 6" SAFETY TOE	1161A	BLACK 6" BOOT WITH COMPOSITE TOE	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$106.95	\$106.95
130	TIMBERLAND	TIMBERLAND PRO VALOR DUTY 8" SAFETY TOE	1165A	BLACK 8" BOOT WITH SIDE ZIP WITH COMPOSITE TOE	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$114.00	\$114.00

**ADMINISTRATIVE STAFF**

**SHIRTS**

131	SANMAR	OGIO GLAM POLO	LOG105	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock	\$31.00	\$31.00
132	SANMAR	OGIO VAMP POLO	LOG112	MULTIPLE COLOR OPTIONS	XS-4XL	30-45 days	\$31.00	\$31.00
133	See spec sheet SANMAR SUB	PORT AUTHORITY - LADIES SILK TOUCH INTERLOCK BUTTON FRONT POLO	L523 SUB: L500	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$12.95	\$12.95

134	SANMAR	PORT AUTHORITY - LADIES SILK TOUCH INTERLOCK CARDIGAN	LS30	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.00	\$16.00
135	SANMAR  See spec sheet SUB	PORT AUTHORITY SIGNATURE - LADIES FINE- GAUGE SHORT SLEEVE SCOOP NECK SWEATER	LSW282  SUB: LSW287	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$26.00	\$26.00
136	SANMAR	PORT AUTHORITY SIGNATURE - LADIES FINE- GAUGE SHORT SLEEVE CREW NECK SWEATER	LSW283	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$22.00	\$22.00
137	SANMAR	PORT AUTHORITY - LADIES 3/4 SLEEVE EASY CARE SHIRT	L612	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.00	\$16.00

138	SANMAR	PORT AUTHORITY - LADIES DRY ZONE OTTOMAN POLO	L525	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$17.00	\$17.00
139	SANMAR See spec sheet SUB	PORT AUTHORITY - LADIES EWCOTTON PIQUE 3/4 SLEEVE POLO	L801  SUB: SQ254	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$17.00	\$17.00
140	SANMAR	PORT AUTHORITY - LADIES LONG SLEEVE NON- IRON TWILL SHIRT	L638	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$28.00	\$28.00
141	SANMAR	PORT AUTHORITY - LADIES TECH PIQUE POLO	L527	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$20.00	\$20.00
142	SANMAR	PORT AUTHORITY - LONG SLEEVE NON-IRON TWILL SHIRT	S638	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$28.85	\$28.85
143	SANMAR	PORT AUTHORITY - LONG SLEEVE SILK TOUCH POLO	K500LS	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.50	\$16.50

144	SANMAR	RED HOUSE - LADIES OTTOMAN PERFORMANCE POLO	RH52	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$18.25	\$18.25
145	SANMAR	SPORT- TEK LADIES DRI- MESH V-NECK POLO	L469	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.25	\$16.25
146	SANMAR	SPORT-TEK - LADIES SIDEBLOCKED MICROPIQUE SPORT-WICK POLO	LST655	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.60	\$16.60
147	OUTER BANKS	LADIES'S EGYPTIAN DIAMOND KNIT SPORT SHIRT	6092	MULTIPLE COLOR OPTIONS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$15.00	\$15.00
148	OUTER BANKS SUB	7.0 OZ ULTIMATE LONG SLEEVE POLO	OB15 SUB: SH1696	MULTIPLE COLOR OPTIONS	XS-4XL 3x and up	In Stock 1-7 days Out of Stock 30-45 days	\$20.00 \$21.50	\$20.00 \$21.50

**OUTERWEAR**

149	SANMAR	PORT AUTHORITY - LADIES ALL- SEASON II JACKET	L304	BLACK/BLACK, BLUE/BLACK, NAVY/GREY, RED/BLACK, AND WHITE/BLACK	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$49.95	\$49.95
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150	SANMAR	PORT AUTHORITY - LADIES LONG TEXTURED HOODED SOFT SHELL JACKET	L306	BLACK	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$49.95	\$49.95
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**SUPPRESSION & PREVENTION**

**SHIRTS**

151	BAYSIDE	SHORT SLEEVE T SHIRT 6.1 OZ	BA5100	DARK ASH AMERICAN UNION MADE LOGO LEFT CHEST PRINTING ON BACK 2 COLORS	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$17.00	\$17.00
152	BAYSIDE	SHORT SLEEVE TALL T SHIRT 6.1 OZ	BA5200	DARK ASH AMERICAN MADE LOGO LEFT CHEST PRINTING ON BACK 2 COLORS	LT-3XLT	In Stock 1-7 days Out of Stock 30-45 days	\$20.00	\$20.00
153	GILDAN	6.0 OZ COTTON SHORT SLEEVE T SHIRT	2000	PINK ULTRA COTTON 100% T SHIRT LOGO LEFT CHEST PRINTING ON BACK 2 COLORS	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$17.75	\$17.75
154	GILDAN	6.0 OZ COTTON LONG SLEEVE T SHIRT	G2400	PINK ULTRA COTTON 100% T SHIRT LOGO LEFT CHEST PRINTING ON BACK 2 COLORS	S-4XL  2x and up	In Stock 1-7 days Out of Stock 30-45 days	\$16.75  \$18.75	\$16.75  \$18.75

155	JOCKEY SUB: HANES	CREW UNDERSHIRT	9953 SUB: 7870W3	WHITE CREW NECK UNDERSHIRT 3PK	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.00	\$16.00
156	JOCKEY SUB: HANES	CREW UNDERSHIRT	9982 SUB: 7870W3	WHITE CREW NECK UNDERSHIRT 2PK	3XL-6XL	In Stock 1-7 days Out of Stock 30-45 days	\$17.00	\$17.00
157	JOCKEY SUB: HANES	A-SHIRTS	9955 SUB: 7870W3	WHITE A-SHIRTS 3PK	S-XL	In Stock 1-7 days Out of Stock 30-45 days	\$14.00	\$14.00
158	JOCKEY SUB: HANES	A-SHIRTS TALL	9988 SUB: 018HWT	WHITE A-SHIRTS TALL 2PK	L-4XL	In Stock 1-7 days	\$19.00	\$19.00
159	JOCKEY SUB: HANES	A-SHIRTS BIG	9989 SUB: 018HNB	WHITE A-SHIRTS BIG 2PK	2XL-5XL	Out of Stock 30-45 days	\$19.00	\$19.00

**PANTS**

160	FECHHEIMMER	LAPD TROUSERS	3900	MEN'S LAPD NAVY T-1 GABARDINE 100% VISA SYSTEM 3 POLYESTER TROUSER	28-56	In Stock 1-7 days Out of Stock 30-45 days	\$34.00	\$34.00
161	FECHHEIMMER	LAPD TROUSERS	3933	WOMEN'S LAPD NAVY T-1 GABARDINE 100% VISA SYSTEM 3 POLYESTER TROUSER	4-28	In Stock 1-7 days Out of Stock 30-45 days	\$34.00	\$34.00

**FOOTWEAR**

162	BATES	HIGH GLOSS PADDED COLLAR CHUKKA	53	HIGH GLOSS BLACK	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$99.95	\$99.95
163	DANNER	STRIKER II EMS 8" NMT	42930	BLACK 8" SIDE ZIP	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$178.00	\$178.00
164	ALL BRANDS	REPLACEMENTS LACES		ALL BRANDS SPECIFIED	ALL SIZES		\$3.00	\$3.00

**OUTERWEAR**

165	5.11	HI-VIS PARKA	48073	RESPONDER HI-VIS PARKA MEN'S NAVY/HI-VIZ REMOVABLE NAMETAPE ON RIGHT FRONT WITH RANK OR POSITION. INNER SHELL EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	S-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$223.00	\$223.00
166	5.11	FLEECE JACKET	48038	FLEECE JACKET/INNER SHELL NAVY EMBROIDREY LOGO ON LEFT CHEST AND NAME AND RANK ON RIGHT CHEST	2-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$95.00	\$95.00
167	GAME SPORTSWEAR	RAIN JACKET	1340	HI-VIZ 030	S-5XL	In Stock 1-7 days Out of Stock 30-45 days	\$47.00	\$47.00

**HEADWEAR**

168	RICHARDSON CAP CO.	FLEXFIT WOOL SERGE CAP	585	NAVY WITH EMBROIDREY PFD LOGO ON FRONT AND NAME ON BACK	S-XL	In Stock 1-7 days Out of Stock 30-45 days	\$16.80	\$16.80
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169	RICHARDSON CAP CO.	FLEXFIT MESH BACK	110	NAVY WITH EMBROIDREY PFD LOGO ON FRONT AND NAME ON BACK (IF POSSIBLE)	S-XL	In Stock 1-7 days Out of Stock 30-45 days	\$15.65 \$	\$15.65
170	5.11	WATCH CAP	89250	DARK NAVY(724) EMBROIDREY PFD LOGO ON FRONT AND NAME ON BACK	S-XL	In Stock 1-7 days Out of Stock 30-45 days	\$18.75	\$18.75
171	SANMAR	PORT & COMPANY KNIT CAP	CP90	NAVY EMBROIDREY PFD LOGO ON FRONT AND NAME ON BACK	OSFA	In Stock 1-7 days Out of Stock 30-45 days	\$11.00	\$11.00

**SOCKS**

172	JOX SOCKS	LADIES CUSHIONED CREW	JSL39	BLACK	5-10	In Stock 1-7 days Out of Stock 30-45 days	\$6.00	\$6.00
173	JOX SOCKS	LADIES CUSHIONED CREW	JSL09	WHITE	5-10	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95
174	JOX SOCKS	LADIES CUSHIONED QUARTER	JSL33	BLACK	5-10	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95
175	JOX SOCKS	LADIES CUSHIONED QUARTER	JSL03	WHITE	5-10	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95
176	JOX SOCKS	MEN'S CUSHIONED CREW	JSM1	BLACK	7-12	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95
177	JOX SOCKS	MEN'S CUSHIONED CREW	JSM01	WHITE	7-12	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95

178	JOX SOCKS	MEN'S CUSHIONED QUARTER	JSM32	BLACK	7-12	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95
179	JOX SOCKS	MEN'S CUSHIONED QUARTER	JSM02	WHITE	7-12	In Stock 1-7 days Out of Stock 30-45 days	\$10.95	\$10.95

**GLOVES**

180	CARHARTT SUB: Marmot	DEX GLOVE	A659 SUB: 1677	BLACK BARLEY LEATHER WITH SPANDEX SHELL	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$25.00	\$25.00
181	CARHARTT SUB: Elite	COLD SNAP GLOVE	A505 SUB: GL410	WATERPPROOF BREATHABLE WINDPROOF	S-2XL	In Stock 1-7 days Out of Stock 30-45 days	\$30.65	\$30.65

**EQUIPMENT**

182	SUREFIRE	SUREFIRE G2X PROLIGHT	G2X-D-BLK			In Stock 1-7 days Out of Stock 30-45 days	\$59.00	\$59.00
183	SUREFIRE SUB: Speed Holster	FIXED LOOP HOLSTER FOR G2X	V20 SUB: NP543			In Stock 1-7 days Out of Stock 30-45 days	\$25.00	\$25.00
184	SUREFIRE SUB: Carrying Case	CLIP-ON HOLSTER FOR G2X	V25 SUB: 85905			In Stock 1-7 days Out of Stock 30-45 days	\$10.00	\$10.00
185	EDGE SAFETY EYEWEAR	RECLUS	SR111AR	NON-POLARIZED ANTI-REFLECTIVE CLEAR LENSES BLACK FRAME		In Stock 1-7 days Out of Stock 30-45 days	\$7.00	\$7.00

186	EDGE SAFETY EYEWEAR	RECLUS	TSRG216	POLARIZED GRADIENT SMOKE LENSES WITH BLACK FRAME		In Stock 1-7 days Out of Stock 30-45 days	\$17.35	\$17.35
187	SANMAR	OGIO RAGE BAG	108089	DUTY BAG W/ EMBROIDERED LOGO AND FIRST INITIAL LAST NAME		In Stock 1-7 days Out of Stock 30-45 days	\$41.35	\$41.35
188	5.11	ALPHA SCOUT FOLDING KNIFE	51025			In Stock 1-7 days Out of Stock 30-45 days	\$29.85	\$29.85
189	LEATHERMAN	LEATHERMAN SUPERTOOL 300	300			In Stock 1-7 days Out of Stock 30-45 days	\$62.00	\$62.00
190	LEATHERMAN	LEATHERMAN RAPTOR	RAPTOR			In Stock 1-7 days Out of Stock 30-45 days	\$58.00	\$58.00
191	RESQME	QUICK CAR ESCAPE TOOL				30-45 days In Stock 1-7 days Out of Stock 30-45 days	\$9.00	\$9.00

**ACCESSORIES**

192	SAMUEL BROOME	CLIP-ON TIE	90010	DARK NAVY (61) POLYESTER 3"CLIP-ON TIE WITH BUTTON HOLES	18"	In Stock 1-7 days Out of Stock 30-45 days	\$4.00	\$4.00
193	SAMUEL BROOME	CLIP-ON TIE	90043	DARK NAVY (61) POLYESTER 3"CLIP-ON TIE WITH BUTTON HOLES	20"	In Stock 1-7 days Out of Stock 30-45 days	\$4.00	\$4.00

194	SAMUEL BROOME	CLIP-ON TIE		DARK NAVY (61) POLYESTER 3.5"CLIP-ON TIE WITH BUTTON HOLES	22"	In Stock 1-7 days Out of Stock 30-45 days	\$4.00	\$4.00
195	SMITH-WARREN	MALTESE TIE TAC	F14	MALTESE CROSS TIE TAC IN GOLD PLATE AND RHODIUM		In Stock 1-7 days Out of Stock 30-45 days	\$9.95	\$9.95
196	BOSTON LEATHER	1-1/2" LEATHER BELT	6582	BLACK WITH GOLD AND SILVER BUCKLE OPTIONS	24-56"	In Stock 1-7 days Out of Stock 30-45 days	\$15.85	\$15.85
197	PREMIER EMBLEM	NYLON STRETCH GLOVES	GLOVESNYLONS TRETCH	WHITE PARADE DRESS GLOVES	OSFA	In Stock 1-7 days Out of Stock 30-45 days	\$5.00	\$5.00

**TECHNICAL RESCUE TEAM**

198	5.11	RIPSTOP TDU PANTS	74003	DARK NAVY HIGH PERFORMANCE, LIGHTWEIGHT TACTICAL DUTY UNIFORM PANTS	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$36.00	\$36.00
199	5.11	RIPSTOP TDU LONG SLEEVE SHIRT	72002	DARK NAVY HIGH PERFORMANCE, LIGHTWEIGHT TACTICAL DUTY UNIFORM SHIRT	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$36.00	\$36.00

200	CMC RESCUE See spec sheet *SUB	COBRA-D UNIFORM RAPPEL BELT	202400  SUB: NY324	BELT, RAPPEL UNIFORM COBRA-D BLACK	26-48	In Stock 1-7 days Out of Stock 30-45 days	\$78.00  Alternative available	\$78.00
201	HAIX	SPECIAL FIGHTER USAR	505204	SPECIAL FIGHTER URBAN SEARCH AND RESCUE BOOT	ALL SIZES	In Stock 1-7 days Out of Stock 30-45 days	\$370.00	\$370.00

**Paducah 911**

Item No.	BRAND	Item	Model	Description	Size	Delivery Time	Unit Price	Amount
202	5.11 Tactical	5.11 Covert Khaki 2.0 Pant	74332	Khaki		In Stock 1-7 days Out of Stock 30-45 days	\$36.00	\$36.00
203	5.11 Tactical	5.11 Women's A.T.A.C. 6" Side Zip Boot	12025	Black		In Stock 1-7 days Out of Stock 30-45 days	\$64.00	\$64.00
204	Sanmar	CornerStone <sup>™</sup> - Ladies Select Snag- Proof Tactical Polo	CS411	Charcoal	XS-4X	In Stock 1-7 days Out of Stock 30-45 days	\$25.25	\$25.25

205	Sanmar	CornerStone <sup>™</sup> - Select Long Sleeve Snag-Proof Tactical Polo	CS410LS	Charcoal	XS-4X	In Stock 1-7 days Out of Stock 30-45 days	\$25.25	\$25.25
206	Sanmar	CornerStone <sup>™</sup> - Select Snag-Proof Tactical Polo	CS410	Charcoal	XS-4X	In Stock 1-7 days Out of Stock 30-45 days	\$21.50	\$21.50
207	Sanmar	CornerStone <sup>™</sup> Tall Select Snag-Proof Tactical Polo.	TCLS410	Charcoal	LT-4XLT	In Stock 1-7 days Out of Stock 30-45 days	\$23.00	\$23.00
208	Richardson Cap Co.	Flexfit Wool Blend Serge Ballcap With Logo	RD_585	Charcoal	S - M L - XL	In Stock 1-7 days Out of Stock 30-45 days	\$12.95	\$12.95

209	Sanmar	Port & Company® - Six-Panel Cap With Logo	CP80	Charcoal	OSFA	In Stock 1-7 days Out of Stock 30-45 days	\$7.25	\$7.25
210	Sanmar	Port Authority® Easy Care Shirt	S613	Dark Charcoal	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$19.75	\$19.75
211	Sanmar	Port Authority® Ladies Easy Care Shirt	L613	Dark Charcoal	XS-4XL	In Stock 1-7 days Out of Stock 30-45 days	\$19.75	\$19.75
212	Propper	Propper I.C.E.™ Men's Performance Polo	F5341	Charcoal Grey	XS-5XL	of Stock 30-45 days	\$25.00	\$25.00
213	Propper	Propper Men's WPX Boot	F4524	Black		In Stock 1-7 days Out of Stock 30-45 days	\$34.00	\$34.00
214	Propper	Propper Tactical Belt	F5603	Black		of Stock 30-45 days	\$6.00	\$6.00

215	Warson Brands	Reebok Womens Soft Toe Tactical Oxford	RB815	Black		In Stock 1-7 days Out of Stock 30-45 days	\$68.00	\$68.00
216	Rocky Boots	Rocky TMC Plain Toe Oxford Shoe	5000	Black		In Stock 1-7 days Out of Stock 30-45 days	\$105.00	\$105.00
217	Thorogood	Oxford ASR Ultra Light Tactical	834-6522	Black		In Stock 1-7 days Out of Stock 30-45 days	\$52.00	\$52.00
218	Atlanco	Tru-Spec 24-7 Series <sup>™</sup> Ladies Classic Pants	1192	Khaki		In Stock 1-7 days Out of Stock 30-45 days	\$35.00	\$35.00
219	Atlanco	Tru-Spec 24-7 Series <sup>™</sup> Mens 9" Tactical Shorts	4264	Khaki		In Stock 1-7 days Out of Stock 30-45 days	\$27.50	\$27.50
220	Atlanco	Tru-Spec 24-7 Series <sup>™</sup> Mens Classic Pants	1185	Khaki	28-54	In Stock 1-7 days Out of Stock 30-45 days In Stock 1-7 days Out of	\$36.00	\$36.00
221	Atlanco	Tru-Spec Grid Fleece Job Shirt	2077	Midnight Navy	S-3XL	Stock 30-45 days	\$37.00	\$37.00

222	Atlenco	Tru-Spec Inner Duty Belt	4111	Black	S-5XL	In Stock	\$6.00	\$6.00
223	Atlenco	Tru-Spec Security Friendly Belt	4164	Black	S-5XL	1-7 days Out of Stock	\$5.95	\$5.95
224		Softshell Coat		Charcoal Grey	S-4XL	30-45 days	\$29.00	\$29.00

- 3" Logo on all shirt/Jackets.
- 2.5" Logo on caps.
- Free website set up.
- Separate Website for each agency.
- Pricing includes all set up fee, shipping, and return shipping.

## Agenda Action Form Paducah City Commission

Meeting Date: 2/27/18

Short Title: **DECLARATION AND CONVEYANCE OF PADUCAH WATER SURPLUS PROPERTY KNOWN AS THE HENDRON WELL PROPERTY**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jason Petersen/Bill Robertson

Presentation By: Jason Petersen – Paducah Water

### Background Information:

**Paducah Water (PW) acquired a 60± acre tract of land through the merger with Hendron Water District (HWD) in 2012. The property is located near the intersection of Old Mayfield Road and Houser Road.**

**The property was purchased in 1982 by HWD for what we understand was a potential site for a water treatment site but was never developed. In the years following the merger, PW has maintained the property by periodically mowing the cleared area. The site is located immediately adjacent to Champion Creek with very low elevation that is poorly suited for development. Approximately 70% of the property is located within the 100-yr floodplain. Paducah Water has no current or future plans to utilize this property.**

**At its regularly held September 27, 2017 meeting, PW's Board declared the property to be surplus with the desire to sell the property at public auction in Spring 2018. Although PW typically sells property/items through sealed bids, it is the Board's belief that given the size and nature of this property, public auction will result in a more accurate reflection of true market price for this sale. Denton Law Firm has prepared a Title Examination for this property and has indicated that property sale by public auction is allowed by City and State statues.**

**Paducah Water is requesting that the City declare the subject property as surplus and authorize Paducah Water to sell the property at public auction in accordance with the advertising requirements of KRS 424.130.**

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: N/A  
Account Number: N/A

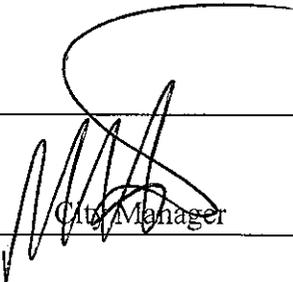
Finance
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Staff Recommendation:

**Approval of the request to declare the real property surplus and sell said property at public auction to the highest bidder.**

Attachments:

- PW Board Resolution of Surplus Property**
- Regional Map**
- Parcel Map**
- Flood Map**

Department Head	City Clerk	 City Manager
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## MUNICIPAL ORDER NO. \_\_\_\_\_

**A MUNICIPAL ORDER DECLARING MUNICIPALLY OWNED REAL  
PROPERTY SURPLUS AND AUTHORIZING THAT SUCH PROPERTY BE SOLD AT  
PUBLIC AUCTION**

WHEREAS, the City of Paducah owns certain real property locate near the intersection of Old Mayfield Road and Houser Road, which property is owned by the City for the use and benefit of the Commissioners of Water Works d/b/a Paducah Water; and

WHEREAS, the subject property is located in McCracken County, Kentucky and is more particularly described in the Deed of Conveyance attached hereto as **Exhibit A**, (the “Property”); and

WHEREAS, the Property was originally acquired from the Hendron Water District in 2012 upon the transfer and assignment of the District’s water distribution system to the Commissioners of Water Works for the City of Paducah, Kentucky, doing business under the assumed name of Paducah Water (“Paducah Water”); and

WHEREAS, the Property is vacant, undeveloped land and Paducah Water has no need, currently or in the future, to utilize the Property in its water distribution system; and

WHEREAS, by Resolution adopted by Paducah Water on January 31, 2018, a true copy is attached hereto as **Exhibit B**, Paducah Water determined that the Property was no longer necessary, appropriate, or in the best interests of the operations of Paducah Water, and therefore deemed and declared the Property surplus; and

WHEREAS, Paducah Work now desires to sell the surplus property at public auction in accordance with the advertising requirements of KRS 424.130; and

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

Section 1. Recitals and Authorizations. The Board of Commissioners hereby declares the Property to be *surplus property* as it relates to the operations of Paducah Water.

Section 2. Recitals and Authorizations. The Board of Commissioners further declares that the Property should be sold by public auction in accordance with the advertising requirements of KRS 424.130.

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

Section 4. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Order were taken in an open meeting of the City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

Section 6. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

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MAYOR BRANDI HARLESS

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 27, 2018.  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
\mo\PPW-hendron well property – Old Mayfield Rd & Houser Rd

**Exhibit A**  
**THE PROPERTY**

Being approximately 60 acres of land conveyed to the Commissioners of Water Works for the City of Paducah, Kentucky, doing business under the assumed name of Paducah Water, a municipal corporation, by deed dated July 18, 1912, and recorded in Deed Book 1234, page 467, in the McCracken County Court Clerk's office. Said property is more particularly as follows:

**EXHIBIT A**

**PARCEL I**

**TRACT 1:**

Beginning at the Northwest corner at a rock in the Old Mayfield Road, 1 pole south of Lockwood's corner, and on the south side of a road left for Munnler Hair; thence with the south side of said road North 87 degrees East 98 1/4 poles to a rock on south side of said road in line with Mrs. Clorise Gray; thence with Mrs. Gray's line South 4 degrees East 40 1/5 poles to a rock in said line; thence on a new line South 60 degrees West 41 1/4 poles to a rock in Paducah and Mayfield Road; thence with the meanderings of said road North 43 degrees West 38 1/5 poles; thence North 35 degrees West 6 1/5 poles; thence with the Old Mayfield Road North 53 degrees West 35 1/5 poles to the beginning, containing 20 acres, according to a survey made by E. S. Wrenn, surveyor of McCracken County, on December 11, 1905. This conveyance is subject to the rights of McCracken County in and to a narrow strip running through said land for the purpose of making a ditch for drainage purposes, which rights were established by an Agreement dated June 15, 1904, of record in Deed Book 70, page 292, McCracken County Court Clerk's office.

Less, however, the following tracts: A parcel 75 feet by 700 feet conveyed to Barney Purcell by Deed dated April 8, 1960, of record in Deed Book 414, page 596; a parcel of property conveyed to James T. Ward and his wife, Carolyn A. Ward, by Deed dated March 1, 1966, of record in Deed Book 476, page 366, and a parcel of property conveyed to H. B. Shaffer and his wife, Ethel May Shaffer, by Deed dated July 7, 1952, of record in Deed Book 331, page 147, all in the McCracken County Court Clerk's office.

**TRACT 2:**

Beginning at the Northeast corner at a stake in center of Pool Road, corner to Mrs. Pepper; thence with the line of Mrs. Gray and Mrs. Green South 4 degrees East 116 poles 6 links to a stake in Maunier Creek, corner to Tom Moss in Mrs. Green's line; thence with the line of Tom Moss South 87 degrees West 34 4/5 poles to a stake, corner to Moss; thence with Moss' line South 3 degrees East 38 1/5 poles to a stake in Moss' line, corner to Mrs. Gray; thence with the line of Mrs. Gray South 87 degrees West 57 4/5 poles to an iron stake, corner to Mrs. Gray; thence with Mrs. Gray's line north 38 1/2 degrees East 19 4/5 poles to a stake near the ford 32 links North of a black locust, corner to Mrs. Gray; thence with the line of Mrs. Gray North 71 1/2 degrees East 13 1/5 poles to a stake in creek, corner to Mrs. Gray, 10 links North of a sycamore; thence North 4 degrees West 142 poles to a stake in center of Pool Road, corner to Mrs. Pepper; thence with the Road East 67 poles and 6 links to the beginning, allowing for a road 20 feet wide on East side of said property.

Also the following: Beginning at the Northeast corner of a small tract at a rock corner of Tom Moss' line; thence with Moss' line North 87 degrees East 16 1/2 feet to a stake in said Moss' line; thence South 5 degrees 2 minutes West 33 feet to a stake; thence South 5 degrees 8 minutes West 1104 feet to a stake in the North side of Paducah and Mayfield Road; thence North 50 degrees West 465 feet to a stake, corner to Mrs. Gray; thence with said Mrs. Gray's line North 3 degrees West 880 feet to a stake, another corner to Mrs. Gray; thence with the Gray line North 87 degrees East 563 feet to the point of beginning, containing 12.3 acres, allowing for a road 16 feet wide on East side of said property.

Less, however, the following tracts: 6 acres sold to Thomas A. Stewart and his wife, Shirley Ann Stewart, by Deed dated March 22, 1956, recorded in Deed Book 372, page 50; 12.3 acres sold to Homer Heflin by Deed dated June 3, 1950, recorded in Deed Book 303, page 142, 20

acres sold to W. L. Beasley by Deed dated March 14, 1946, recorded in Deed Book 250, page 167, and a strip of land adjoining the property conveyed to W. L. Beasley, which strip was sold to J. T. Hartford and his wife, Kathleen Hartford, by Deed dated August 25, 1965, recorded in Deed Book 469, page 607, all in the McCracken County Court Clerk's office.

TRACT 3:

Beginning at an iron pipe, corner to Mossey and being the Northwest corner of the property herein conveyed; thence North 87 degrees 06 minutes East 528.1 feet to an iron pipe; thence on a new line in a Southerly direction, making an interior angle of 99 degrees 52 minutes, a distance of 1140.4 feet to a point in the center of a creek; thence on a new line in a Westerly direction and following the meanders of said creek 644 feet; thence on a new line North 2 degrees 10 minutes West 914.1 feet to an iron pipe; thence on a new line in a Northerly direction making an interior angle of 172 degrees 48 minutes, 400 feet to the point of beginning, containing 16 acres, more or less, by actual survey of Elmer V. Hollis, Jr., dated the 9th day of March, 1952.

TRACT 4:

Four acres off the north end of the thirty acre tract formerly owned by G. T. Moss and described as follows: Beginning at a stake in the center of a ditch which connects with Island Creek, at the intersection of the West line of the G. T. Moss property with the center of said ditch; and running thence North 5 degrees West 246 feet to a stake on the Northwest corner of the G. T. Moss property; thence North 73 degrees East 583 feet to a stake in a branch, thence with the meanderings of said branch South 7 degrees East 150 feet; thence South 8 degrees West 150 feet; thence South 8 1/2 degrees East 79 feet; thence South 45 degrees East 150 feet to a point in the center of Island Creek; thence with Island Creek North 74 degrees West 460 feet to the mouth of the above mentioned ditch; thence with the center of said ditch South 74 degrees West 222 feet to the point of beginning.

EXHIBIT B  
RESOLUTION OF THE COMMISSIONERS OF WATERWORKS

Exhibit B

RESOLUTION OF THE COMMISSIONERS OF WATERWORKS OF THE CITY OF PADUCAH DECLARING REAL PROPERTY LOCATED NEAR THE INTERSECTION OF OLD MAYFIELD ROAD AND HOUSER ROAD SURPLUS PROPERTY AND REQUESTING THE BOARD OF COMMISSIONERS OF THE CITY AUTHORIZE SALE OF SAID PROPERTY AND DISTRIBUTION OF PROCEEDS.

WHEREAS the Commissioners of Waterworks do hereby declare real property located near the intersection of Old Mayfield Road and Houser Road in Paducah, Kentucky, to be surplus property, and

WHEREAS, a description of real property hereby deemed surplus property is attached hereto, and

WHEREAS, said real property will no longer be necessary for operations of the Water Works;

NOW THEREFORE, BE IT RESOLVED, the Commissioners of Waterworks declare it would be in the best public interest to sell same, and

BE IT FURTHER RESOLVED that the Board of Commissioners of the City of Paducah, Kentucky are hereby requested to authorize the Commissioners of Waterworks to sell the aforesaid real property in the manner as described herein. The Board of Commissioners of the City of Paducah, Kentucky, are further requested to authorize and direct the Mayor and City Clerk to execute the necessary deeds of conveyance to effectuate the sale of the aforesaid real property, and to further authorize the proceeds from sale to be deposited in the General Fund Account of Paducah Water.

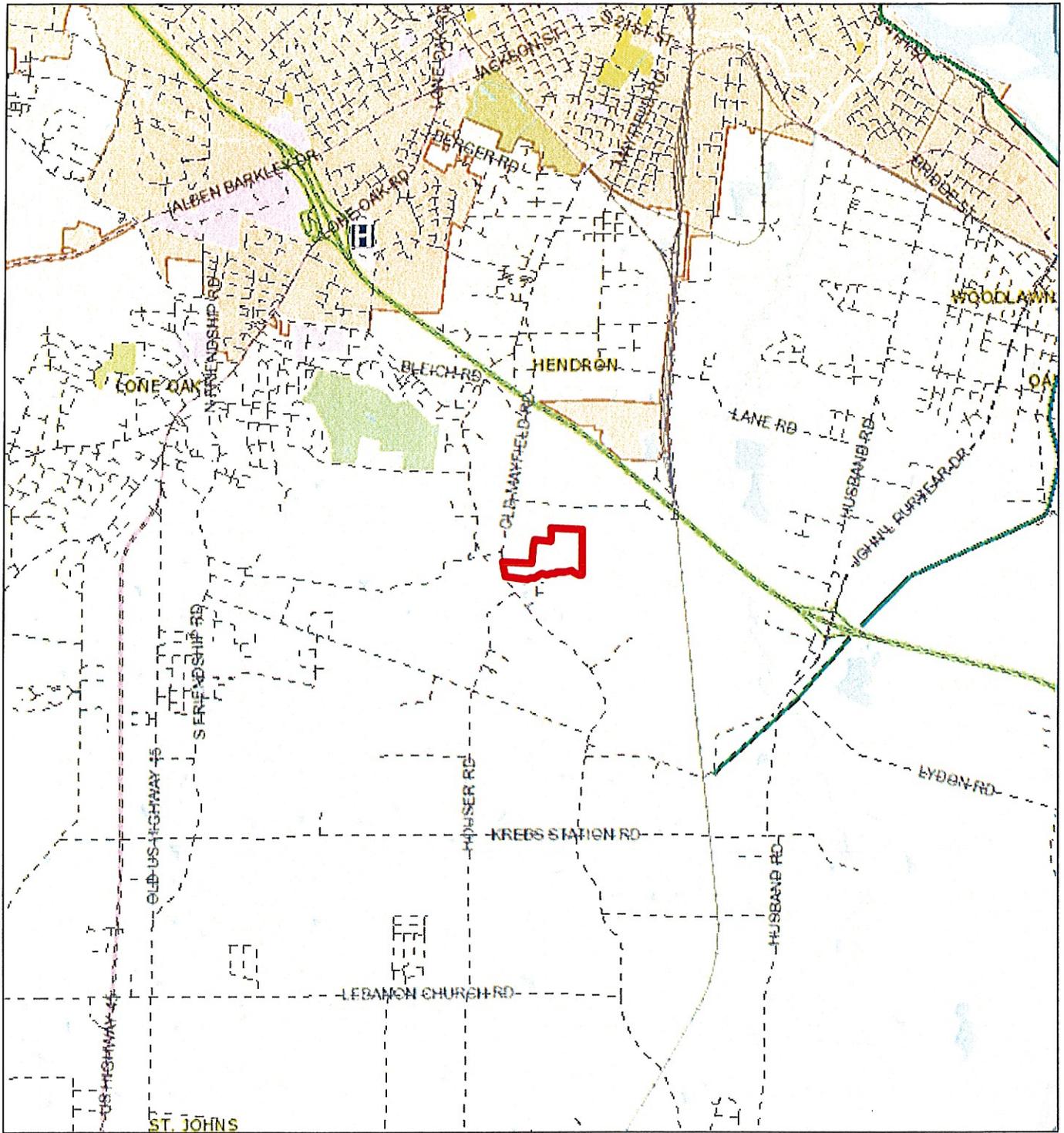
Adopted this the 31<sup>st</sup> day of January, 2018.

COMMISSIONERS OF WATERWORKS

By WFB  
Chair

Attest:

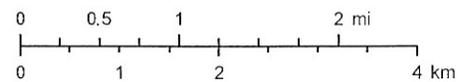
Willie  
Secretary

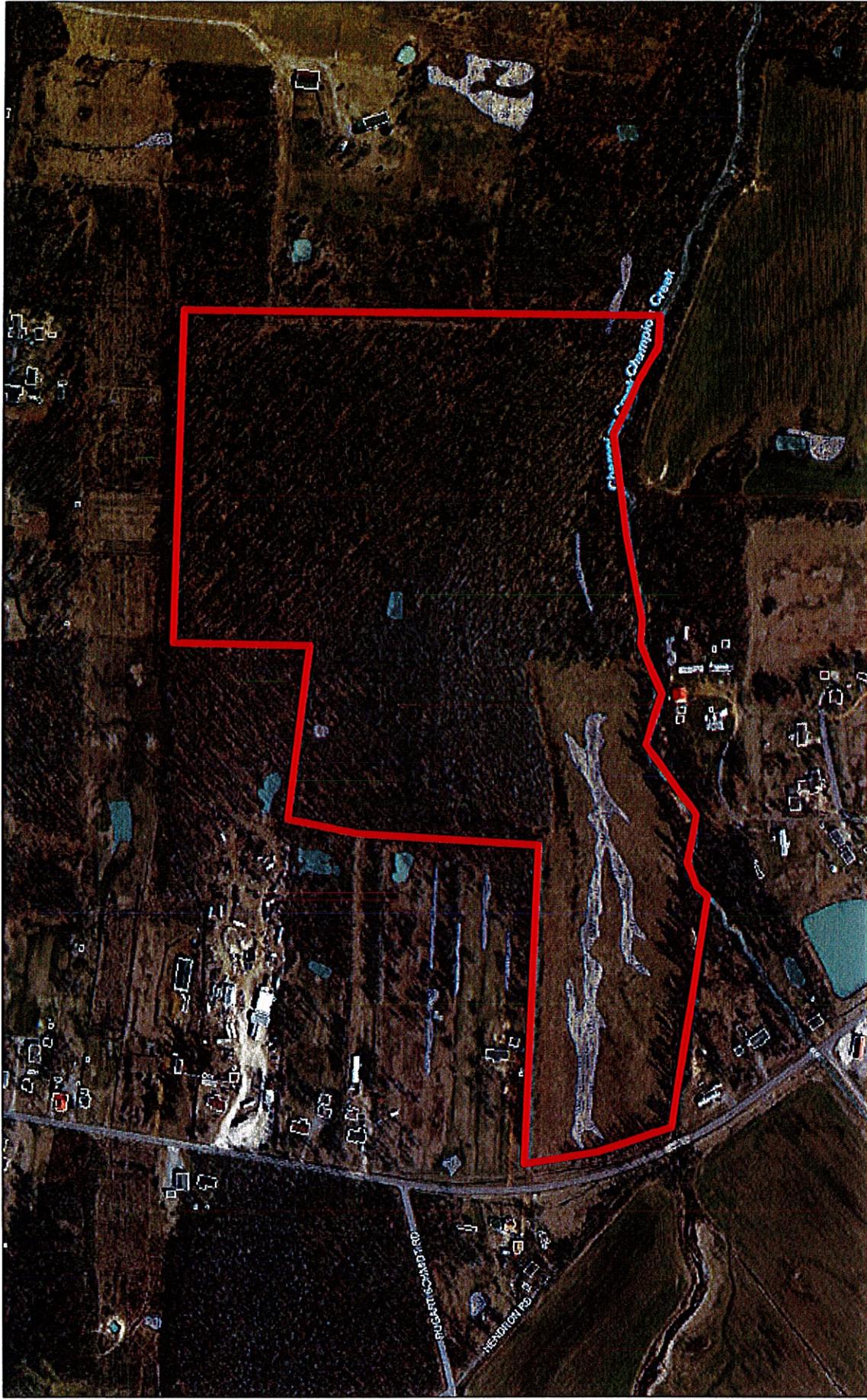


January 22, 2018

1:72,224

-  Hospitals
-  Road Centerlines
-  Floodwall Centerline



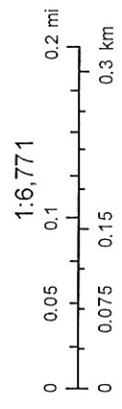


January 24, 2018

City

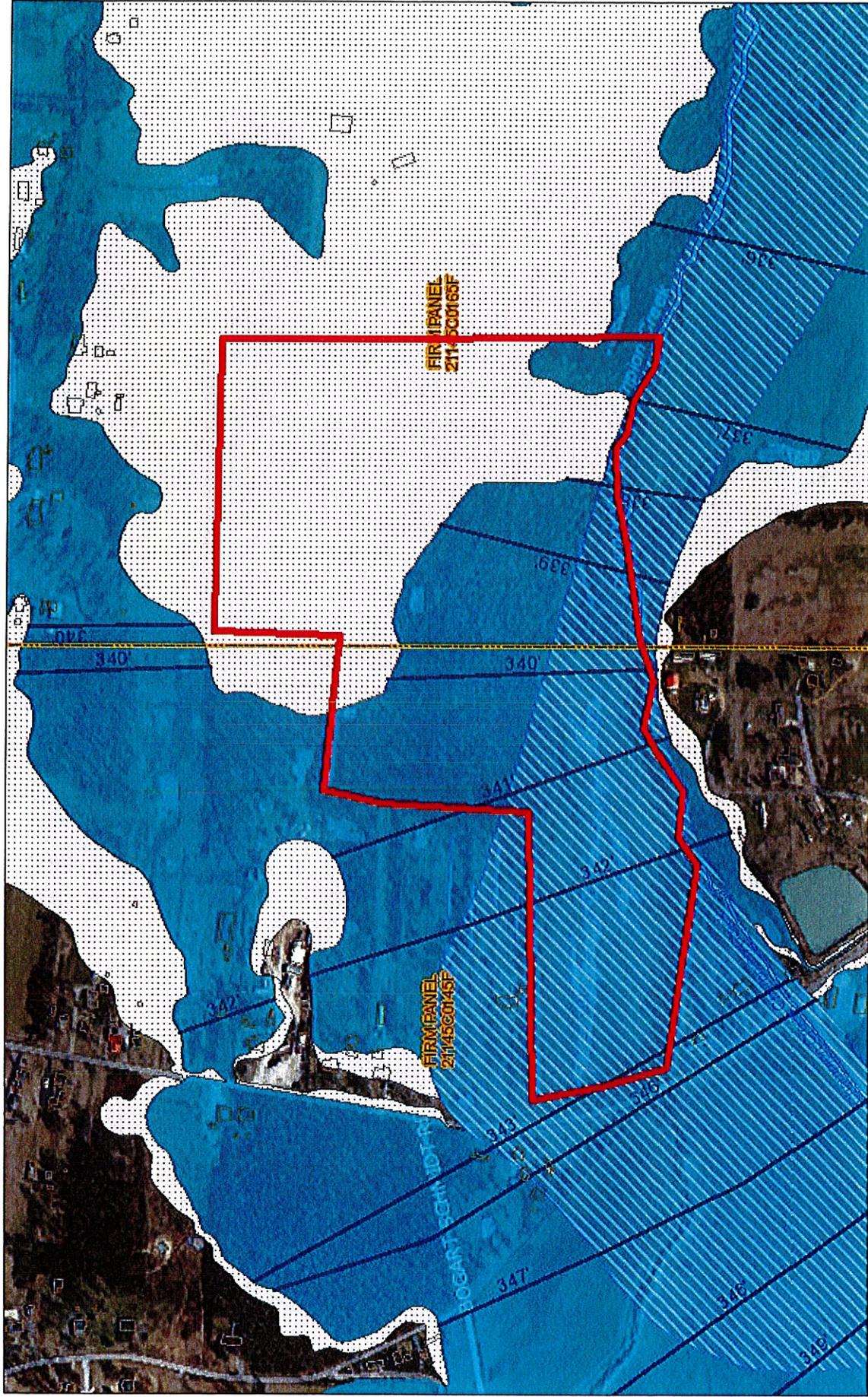
County

Police Stations



1:6,771  
© MAP-GIS 2013

# Flood Map



February 19, 2018

- Paducah Floodwall
- Letter Of Map Correction (LOMC)
- Building Footprints
- Stream Base Flood Elevations

1:7,523  
0 0.05 0.1 0.2 0.4 km  
© MAP-GIS 2013

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 27 February 2018

**Short Title:** Approval of Rural Business Development Grant application

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Adam Shull, Monica Bilak with Sprocket, Tammara Tracy  
Presentation By: Tammara Tracy

**Background Information:** The Planning Department wishes to apply for a Rural Business Development Grant from the United States Department of Agriculture for \$200,000 to help further develop a makerspace incubator called Sprocket inside the former Coca-Cola bottling plant. Sprocket is a non-profit 501(c)(3) serving as a pilot makerspace for the educational programs that will be at the Paducah Innovation Hub. Sprocket is also serving as an entrepreneurial innovation hub. Sprocket is already offering workshops and digital tools for students and adults inside the Coke plant. This grant would help pay for further renovations inside the former bottling plant to accommodate larger workshops, expand Sprocket's programming and offer more space for community use. The makerspace and entrepreneurial space is a pilot program for what will be offered at the Paducah Innovation Hub, a future learning and career center planned to be built on the site of the Paducah Area Technology Center. Paducah Public Schools was awarded \$3.8 million in 2017 by the Work Ready Skills Advisory Committee to help get the project started.

The Rural Business Development Grant (RBDG) program is a competitive program designed to support targeted technical assistance, training and other activities leading to the development or expansion of small and emerging private businesses in rural areas. There is no cost sharing requirement.

Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

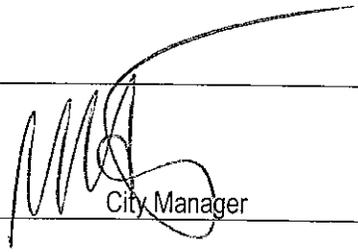
**Funds Available:**

Account Name:  
Account Number:  
Project Number:

Finance
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**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant application documents.

**Attachments:** None

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A RURAL BUSINESS DEVELOPMENT GRANT THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR RENOVATIONS INSIDE THE FORMER COCA-COLA BOTTLING PLANT TO FURTHER DEVELOP A MAKERSPACE INCUBATOR AND EXPAND SPROCKET PROGRAMMING FOR COMMUNITY USE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Rural Business Development Grant through the United States Department of Agriculture in the amount of \$200,000 for renovations inside the former Coca-Cola bottling plant to further develop a makerspace incubator and expand Sprocket programming for community use. No local cash or in-kind match is required.

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

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
mo\grants\application- Rural Business Development Sprocket Makerspace Incubator

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 27 February 2018

**Short Title:** 2018 NRPA/Disney Play Spaces Grant application – Meet Me at the Park

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Adam Shull, Mark Thompson, Ralph Young and Melanie McNeill of the Rotary Club of Paducah  
Presentation By: Tammara Tracy

**Background Information:** The National Recreation and Park Association is partnering with Disney to offer Meet Me at the Park grant opportunities aimed at funding innovative and creative projects that transforms parks. The grant program's goal is to improve access to inclusive play spaces for kids (aged 3-11) and their families. This program will fund park projects that achieve the goals of providing access to inclusive play spaces and increased physical activity to the most underserved communities using innovative and scalable solutions.

Grants of up to \$30,000 are available and a 1:1 match is required. Since the applicant must be a state or local government park and recreation agency, the Parks Services department will be the applicant for a \$30,000 grant request to help provide Challenge Course equipment at the Pat & Jim Brockenborough Rotary Health Park. Allowable matching funds are project expenses already incurred for installation and equipment at the Paducah Rotary Playground. The Rotary Club of Paducah is collaborating with Parks Services on obtaining additional funding for the planned Challenge Course, including two Rotary Club district grants that Rotary Club of Paducah was awarded.

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

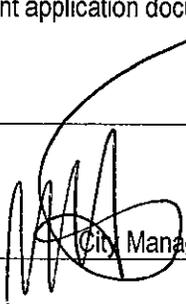
**Funds Available:**

Account Name:  
Account Number:  
Project Number:

Finance
---------

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant application documents.

**Attachments:** None

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MEET ME AT THE PARK GRANT THROUGH THE NATIONAL RECREATION AND PARK ASSOCIATION AND THE WALT DISNEY COMPANY FOR CHALLENGE COURSE EQUIPMENT AT THE PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Meet Me at the Park Grant through the National Recreation and Park Association and Walt Disney Company in the amount of \$30,000 for Challenge Course equipment at the Pat & Jim Brockenborough Rotary Health Park. A 1-to-1 match is required. Project expenses already incurred for installation and equipment will serve as matching funds.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
mo\grants\application- Disney Meet Me at the Park

Agenda Action Form  
Paducah City Commission

Meeting Date: 27 February 2018

**Short Title:** Approval of a 10-Minute Walk Campaign grant application

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Adam Shull, Mark Thompson, Amie Clark  
Presentation By: Tammara Tracy

**Background Information:** The National Recreation and Park Association is offering grants and technical assistance to support planning efforts that help cities increase access to high quality parks within a 10-minute walk for residents. With support from the JPB Foundation and an anonymous funder, the NRPA is offering \$40,000 planning grants that help cities in three key areas: leadership; planning, policy and funding; and implementation. The NRPA is the lead partner while the Trust for Public Land and the Urban Land Institute are also offering planning and strategy services to applicants. The grant does not require a match and is for planning activities only, no capital expenses.

Parks Services wishes to apply for this grant to help plan its overall parks strategy with a particular focus on connecting current and future spaces with sidewalks and bike lanes/paths. Part of the submission process is that Mayor Brandi Harless will sign a pledge that Paducah publicly embraces the 10-Minute Walk Campaign whose mission is to ensure there's a great park within a 10-minute walk of every person, in every neighborhood, in every city across America. The U.S. Dept. of Transportation's definition of a 10-minute walk's distance is half a mile. If awarded, Parks Services staff will participate in monthly technical assistance calls, attend an in-person training in late May, host professionals from the Urban Land Institute in Paducah for three days for planning and public engagement sessions, and develop a specific 10-Minute Walk commitment and corresponding action plan.

Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

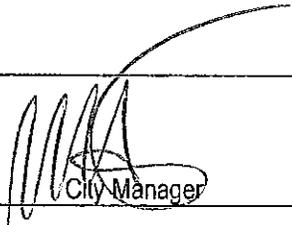
**Funds Available:**

Account Name:  
Account Number:  
Project Number:

Finance

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant application documents.

**Attachments:** None

 Department Head		 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A 10-MINUTE WALK CAMPAIGN GRANT THROUGH THE NATIONAL RECREATION AND PARK ASSOCIATION FOR PLANNING ACTIVITIES RELATED TO CONNECTING CURRENT AND FUTURE SPACES WITH SIDEWALKS AND BIKE LANES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a 10-Minute Walk Campaign grant through the National Recreation and Park Association in the amount of \$40,000 for Parks Services Department planning activities related to connecting current and future spaces with sidewalks and bike lanes.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
mo\grants\application- 10 Minute Walk Campaign

# Agenda Action Form Paducah City Commission

Meeting Date: Feb. 27, 2018

**Short Title: Declaration and Sale of Surplus Property at 125 North 11<sup>th</sup> St.**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Charles Doherty  
Presentation By: Tammara Tracy

**Background Information:** This action would declare 125 North 11<sup>th</sup> Street surplus property owned by the City of Paducah and authorize the transfer of the property to the best-evaluated bid. The property was advertised in the Paducah Sun on January 28, 2018 requesting interested parties to submit a bid on or before 9:00 A.M. February 12, 2018. One bid was submitted and is summarized as follows:

Chris and Ginny Hutson, owners of the adjacent property at 1100 Jefferson Street DBA Frenchtown Station, submitted a proposal offering \$1.00 for the property. They propose to demolish the existing residence and to stabilize the attached addition formerly known as Slim's BBQ. They propose to invest approximately \$50,000 to cover the cost of demolition, and stabilization. Future plans include opening a small retail store with connecting green-space to Frenchtown Station. The bid proposal included a cost breakdown from Ray Black and Sons for \$50,000 and a letter from Paducah Bank as proof of financial ability to complete the project.

**Staff Recommendations:** Transfer of the property to Chris and Ginny Hutson for \$1.00 plus the cost of deed preparation (\$60.00) and recording fee (\$17.00).

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** Account Name: N/A  
Account Number: N/A

2/27/2018  
Finance

**Attachments:** Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

Department Head	City Clerk	City Manager
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## MUNICIPAL ORDER NO. \_\_\_\_\_

AN MUNICIPAL ORDER AUTHORIZING AND APPROVING THE SALE OF SURPLUS MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 125 NORTH 11<sup>TH</sup> STREET, PADUCAH, MCCRACKEN COUNTY, KENTUCKY, FOR PURPOSES OF REDEVELOP AND REVITALIZATION IN THE DOWNTOWN BUSINESS AREA

**WHEREAS**, the City of Paducah (“City”) is the present owner of certain surplus real property with dilapidated residential and commercial improvements located at 125 North 11th Street, Paducah, McCracken County, Kentucky, commonly referred to as “Slim’s BBQ” (the “Property”), which was purchased with the intent and purpose of demolishing the dilapidated structures and securing the Property; and

**WHEREAS**, City has determined that the Property is no longer necessary, appropriate, or in the best interests of the operations of the City and its citizens and that the Property should be sold as surplus real estate; and

**WHEREAS**, the City offered the Property for sale as surplus property in accordance with KRS 82.083 and the sealed bidding procedure set forth in the City of Paducah Codes of Ordinances, Section 2-668; and

**WHEREAS**, Richard Christian Hutson and wife, Virginia P. Hutson, was the successful bidder offering to purchase the Property for a purchase price in the amount of \$1.00 and its commitment to invest at least \$50,000.00 in the demolition of the dilapidated residential structure and rehabilitating, stabilizing and revitalizing the commercial diner structure and improvements into a habitable and quality condition which is commensurate with other commercial structures within the City of Paducah, Kentucky and in accordance with designs and plans to be approved by the Fire Prevention Division of the City (the “Renovation Project”); and

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

**Section 1. Recitals and Authorizations.** The Board of Commissioners hereby declares the Property to be *surplus property* as it relates to the operations of the City. Further, the Board of Commissioners hereby approves the sale of the Property to Richard Christian Hutson and wife, Virginia P. Hutson, for a purchase price in the amount of \$1.00 and its commitment to complete the Renovation Project. That the Mayor of the City of Paducah, Kentucky, be and is hereby authorized to execute and deliver a special warranty deed of conveyance of the Property with a reverter provision, together with all other documentation necessary to effectuate the sale and transfer of the Property. A copy of the proposed deed is attached hereto as **Exhibit A.**

**Section 2. Severability.** If any section, paragraph or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Municipal Order.

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

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

Section 5. Effective Date. This Municipal Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

\_\_\_\_\_  
Mayor Brandi Harless

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners , February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
\\mo\prop sale - 125 N 11<sup>th</sup> - Hutsons

**EXHIBIT A TO MUNICIPAL ORDER**  
**DEED OF CONVEYANCE**

THIS DEED made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule Class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, whose address is Post Office Box 2267, Paducah, Kentucky 42002-2267, hereinafter called Grantor, and RICHARD CHRISTION HUTSON and wife, VIRGINIA P. HUTSON, whose mailing address is 1104 Olde Friedman Lane, Paducah, Kentucky 42001, hereinafter collectively called Grantee;

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of \$1.00, cash in hand paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto Grantee, for their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property (the "Property"), lying and being in McCracken County, Kentucky, and more particularly described as follows:

Beginning at a point on the west side of Eleventh Street 80 feet south of the southwest corner of Eleventh and Jefferson Streets; thence in a southerly direction along the west line of Eleventh Street 80 feet to an alley; thence at right angles and in a westerly direction toward Twelfth Street a distance of 40 feet; thence at right angles and in a northerly direction parallel with Eleventh Street a distance of 80 feet; thence at right angles and in an easterly direction along the dividing line of the property described and the Shell Oil Company property a distance of 40 feet to the point of beginning on Eleventh Street.

Being the same property conveyed to The City of Paducah, Kentucky by deed dated July 17, 2017, and recorded in Deed Book 1348, page 631, in the McCracken County Clerk's Office.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, for their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of Special Warranty, except easements, covenants and restrictions of record.

It is mutually agreed by the parties hereto, their successors and assigns, that this conveyance and transfer is made and accepted upon the following conditions and commitment of Grantee to Grantor:

(a) Grantee shall raze, at their sole cost and expense, the residential structure located on the Property and shall rehabilitate, stabilize and revitalize, at their sole cost and expense, the commercial diner structure and improvements, generally known Slim's BBQ, which is also located on the Property in accordance with designs and plans to be approved by the Fire Prevention Division of the

City of Paducah, with a capital investment of at least \$50,000.00, exclusive of the value of the Property (the "Project"), within one (1) year from the date of this deed of conveyance.

(b) In the event Grantee has not substantially completed the Project within one (1) year from the date of this deed of conveyance, Grantee agrees that this deed shall be forfeited and the Property shall at once revert back to Grantor and Grantee shall promptly take all steps to cause the transfer and re-conveyance of the Property back to Grantor, at no out-of-pocket cost to the Grantor, such that the Grantor is restored with merchantable fee title to the Property free and clear of any mortgages, liens, encumbrances, and adverse interests. The parties further agree that substantial completion of the Project shall mean that a certificate of occupancy has been issued by the City of Paducah's inspection department.

(c) Grantee will be financing the rehabilitation and revitalization of the Property with a mortgage loan from The Paducah Bank and Trust Company ("Lender") secured by a mortgage on the Property in the principal amount of approximately \$50,000.00. As a condition for providing the aforesaid financing, Lender is requiring that its mortgage loan and its mortgage be superior to the rights of the Grantor reserved and retained herein. As a result, Grantor hereby subordinates Grantor's entire rights reserved and retained herein in and to the Property to the mortgage lien of Lender, and any renewal, extension, or refinancing of the mortgage loan. It is further hereby agreed that Grantor's right and interest in the Property shall be deemed automatically extinguished and of no further force and effect in the event and at such time the Property is sold through a Master Commissioner's Sale pursuant to a foreclosure action to enforce the Lender's mortgage lien, or any renewal, extension, or refinancing of the mortgage loan.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$30,000.00.

The recording of this deed is exempt from the real estate transfer tax pursuant to KRS 142.050 (7)(b).

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.

CITY OF PADUCAH, KENTUCKY

By \_\_\_\_\_  
MAYOR BRANDI HARLESS

\_\_\_\_\_  
RICHARD CHRISTION HUTSON



STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Mayor Brandi Harless of the City of Paducah, Kentucky, on behalf of said entity, Grantor.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

NOTARY ID# \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Richard Christian Hutson, and wife, Virginia P. Hutson., Grantee.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

NOTARY ID# \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY  
THE UNDERSIGNED WITHOUT THE BENEFIT  
OF A TITLE EXAMINATION AND BASED UPON  
INFORMATION SUPPLIED BY THE GRANTOR.  
THE UNDERSIGNED ASSUMES NO RESPONSIBILITY  
FOR ITS ACCURACY.

This instrument prepared by:

\_\_\_\_\_  
DENTON LAW FIRM, PLLC  
P. O. Box 969  
Paducah, KY 42002-0969

Send current year tax bill to:  
Mr & Mrs Chris Hutson  
1104 Olde Friedman Lane  
Paducah, KY 42001

# Agenda Action Form Paducah City Commission

Meeting Date: Feb. 27, 2018

## Short Title: MOA Establishing Demolition Reimbursement for 125 North 11<sup>th</sup> Street

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Charles Doherty  
Presentation By: Tammara Tracy

### Background Information:

Pending Board of Commissioner's approval to declare City owned property at 125 N. 11<sup>th</sup> Street surplus property and to authorize the transfer of this property to Chris and Ginny Hutson, the buyers have requested a Memorandum of Agreement to be drafted and signed by both the new buyers and the City Manager.

The 1,050 SF concrete block addition formerly known as Slim's BBQ is adjoined to the original 1,300 SF residence. The Fire Prevention Department requested bids for demolition of both structures in the fall of 2017 with the most responsive bid totaling \$6,500.00.

The adjacent property owners have proposed to purchase the property, demolish the residence, and salvage the addition for future commercial use. To raze the residence without damaging the addition will require a higher demolition cost than previously bid with a new total of \$13,000. The petitioners are offering to pay the extra cost of approximately \$6,500 under the condition that Fire Prevention reimburses them in the amount of \$6,500. The Fire Prevention Department would incur no added expense exceeding the original estimate of \$6,500. The petitioners have requested that this agreement be evidenced by an MOA between the City of Paducah and the future owners.

The proposed MOA is attached.

### Staff Recommendations:

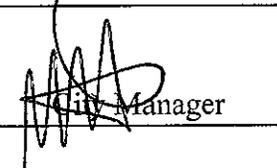
Agree to terms of the attached MOA between the Fire Prevention Department and Chris and Ginny Hutson for future reimbursement of \$6,500 for demolition expenses.

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** Account Name: Demolition Account  
Account Number: 10001803523130

2/22/2018  
Finance

**Attachments:** Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

AN MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A MEMORANDUM OF AGREEMENT BY AND AMONG THE CITY OF PADUCAH, KENTUCKY, AND RICHARD CHRISTION HUTSON AND VIRGINIA P. HUTSON, WITH RESPECT TO THE ELIMINATION OF A CERTAIN DILAPIDATED STRUCTURE AND THE REHABILITATION, STABILIZATION AND REVITALIZATION OF A CERTAIN COMMERCIAL STRUCTURE LOCATED AT 125 NORTH 11<sup>TH</sup> STREET, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF PADUCAH AND COMMONLY REFERRED TO AS "SLIM'S BBQ"; AND AUTHORIZING THE EXECUTION OF SUCH MEMORANDUM OF AGREEMENT

**WHEREAS**, the City of Paducah is charged with the responsibility of overseeing the proper and orderly redevelopment of blighted areas located within its corporate boundaries and of insuring the integrity and quality of its existing downtown business area; and

**WHEREAS**, Richard Christion Hutson and wife, Virginia P. Hutson (the "Investor") are in the process of acquiring from the City that certain real estate located at 125 North 11<sup>th</sup> Street, Paducah, McCracken County, Kentucky, upon which is situated a dilapidated residential structure and commercial diner structure generally known as Slim's BBQ (the "Property"); and

**WHEREAS**, Investor are acquiring the Property with the specific intent and purpose of demolishing the dilapidated residential structure and rehabilitating, stabilizing and revitalizing the commercial diner structure and improvements into a habitable and quality condition which is commensurate with other commercial structures within the City of Paducah, Kentucky area and in accordance with designs and plans to be approved by the Fire Prevention Division of the City of Paducah, at their sole cost and expense, with a capital investment of at least \$50,000.00, exclusive of the value of the Property (the "Renovation Project"); and

**WHEREAS**, the Renovation Project will have a positive impact on the entire community by stimulating the local economy, expanding the tax base, and promoting the redevelopment of the downtown business area; and

**WHEREAS**, as an incentive to the Investor to complete the Renovation Project, the City is agreeable to providing a certain economic incentive to Investor for purposes of defraying certain demolition and stabilization costs to be incurred by Investor in completing the Renovation Project; and

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

**Section 1. Recitals and Authorization.** The City hereby approves the Memorandum of Agreement among the City and Investor (the "MOA") in substantially the form attached hereto as **Exhibit A** and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the MOA for the purposes therein specified, and the execution and delivery of the MOA is hereby authorized and approved. The

Mayor of the City is hereby authorized to execute the MOA, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the MOA with such changes in the MOA not inconsistent with this Municipal Order and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such MOA by such official.

Section 2. Severability. If any section, paragraph or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Municipal Order.

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

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

Section 5. Effective Date. This Municipal Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

\_\_\_\_\_  
Mayor Brandi Harless

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners February 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018  
\\mo\MOA-\$6,500-125 N 11<sup>th</sup>-Hutsons

EXHIBIT A TO MUNICIPAL ORDER

210442

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (this "Agreement") made and entered into on the \_\_\_\_\_ day of February, 2018, by and between the **CITY OF PADUCAH, KENTUCKY** ("City"), a municipal corporation of the Home Rule Class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, whose address is Post Office Box 2267, Paducah, Kentucky 42002-2267, and **RICHARD CHRISTION HUTSON** and wife, **VIRGINIA P. HUTSON**, whose mailing address is 1104 Olde Friedman Lane, Paducah, Kentucky 42001 (collectively, the "Investor").

**WHEREAS**, the City of Paducah is charged with the responsibility of overseeing the proper and orderly redevelopment of blighted areas located within its corporate boundaries and of insuring the integrity and quality of its existing downtown business area; and

**WHEREAS**, City is the present owner of certain real estate located at 125 North 11<sup>th</sup> Street, Paducah, McCracken County, Kentucky, upon which is situated a dilapidated residential structure and commercial diner structure generally known Slim's BBQ (the "Property"); and

**WHEREAS**, City acquired the Property for purposes of demolishing both the residential and commercial diner structures as both of them are not fit for habitation and are unsecure, creating a public nuisance and health hazard to the citizens of Paducah and for purposes of the elimination of blighted areas and insure the integrity and quality of its existing downtown business area; and

**WHEREAS**, Investor desires to acquire the Property with the specific intent and purpose of demolishing the dilapidated residential structure and rehabilitating, stabilizing and revitalizing the commercial diner structure and improvements into a habitable and quality condition which is commensurate with other commercial structures within the City of Paducah, Kentucky area and in accordance with designs and plans to be approved by the Fire Prevention Division of the City of Paducah, at their sole cost and expense, with a capital investment of at least \$50,000.00, exclusive of the value of the Property (the "Renovation Project"); and

**WHEREAS**, the Renovation Project will have a positive impact on the entire community by stimulating the local economy, expanding the tax base, and promoting the redevelopment of the downtown business area; and

**WHEREAS**, as an incentive to the Investor to complete the Renovation Project the City is agreeable to providing certain economic incentive to Investor for purposes of defraying certain demolition and stabilization costs to be incurred by Investor in completing the Renovation Project; and

**WHEREAS**, it is deemed necessary and advisable that this Agreement be entered into by the parties setting forth their agreement with respect to the economic incentives to be provided to defray the costs thereof.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other value consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. **Purchase and Sale of Property.** As a result of the sealed bidding procedure of the City, City has agreed to sell and convey unto Investor, and Investor has agreed to purchase from City, the Property, and all improvements, subject to the terms and conditions as hereinafter defined.

2. **Purchase Price.** The purchase price to be paid by the Investor to the City for the Property shall be One Dollar (\$1.00). The purchase price shall be paid by Investor at time of closing.

3. **Conditions to Conveyance.** It is expressly agreed and understood that the City's obligation to sell and convey the Property to the Investor, and Investor's right to acquire

the Property from the City, shall be subject to Investor's substantially completing the Renovation Project within one (1) year from the date of this deed of conveyance.

4. **Closing.** Sale and purchase contemplated by this Agreement shall be consummated in Paducah, Kentucky, once the sale and conveyance are approved by the City Commission, on a date and time mutually agreeable to the parties. At the closing, City shall deliver to Investor the special warranty deed of conveyance attached hereto as **Exhibit A.**

5. **Taxes and Assessments.** Taxes and assessments for the current year, if any, shall be the sole responsibility of Investor.

6. **Transfer of Title--Risk of Loss.** Title and possession to the Property sold hereunder shall pass to Investor on the closing date upon delivery to Investor the aforementioned deed of conveyance, at which time risk of loss shall pass to Investor.

7. **Brokerage Fees.** If any brokerage or finder's fee claims shall be made based on this Agreement, the defense of said claim shall be the responsibility of the party that the claimant asserts made the commitment on which the claim is based, and additionally, such party shall pay and satisfy such claim should the claim be deemed valid by any court of competent jurisdiction. Additionally, such party shall indemnify the other party from any and all costs and expenses incurred by reason of such claim, including reasonable attorney fees.

8. **The City's Economic Incentive.** The City agrees to reimburse Investor, for the actual and reasonable costs and expenses incurred by Investor up to an amount not to exceed \$6,500 to defray certain demolition costs incurred by Investor in the completion of the Renovation Project. Written evidence deemed acceptable by the City's Director of the Planning Department of such actual and reasonable costs must be provided at the time of Investor's request for reimbursement.

9. **Miscellaneous Provisions.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Investor shall not assign their rights and obligations hereunder, in whole or in part, without the prior consent of the City. It is agreed and understood between the parties that this Agreement regarding sale of assets together with the appendices represents the entire and exclusive agreement between the parties, and that all prior representations, covenants, warranties, understandings and agreements are merged herein. This Agreement may only be modified in a writing executed by all parties hereto. This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky. This Agreement may not be modified or amended unless by a writing signed by both parties hereto. This Agreement shall be of no force or effect unless and until it shall have been executed and delivered by both the City and the Investor.

WITNESS signatures of the parties as of the year and date first above written.

INVESTOR:

CITY:

CITY OF PADUCAH, KENTUCKY

\_\_\_\_\_  
RICHARD CHRISTION HUTSON

By \_\_\_\_\_  
MAYOR BRANDI HARLESS

\_\_\_\_\_  
VIRGINIA P. HUTSON

EXHIBIT A TO MOA

210441

DEED OF CONVEYANCE

THIS DEED made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule Class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, whose address is Post Office Box 2267, Paducah, Kentucky 42002-2267, hereinafter called Grantor, and RICHARD CHRISTION HUTSON and wife, VIRGINIA P. HUTSON, whose mailing address is 1104 Olde Friedman Lane, Paducah, Kentucky 42001, hereinafter collectively called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$1.00, cash in hand paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto Grantee, for their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property (the "Property"), lying and being in McCracken County, Kentucky, and more particularly described as follows:

Beginning at a point on the west side of Eleventh Street 80 feet south of the southwest corner of Eleventh and Jefferson Streets; thence in a southerly direction along the west line of Eleventh Street 80 feet to an alley; thence at right angles and in a westerly direction toward Twelfth Street a distance of 40 feet; thence at right angles and in a northerly direction parallel with Eleventh Street a distance of 80 feet; thence at right angles and in an easterly direction along the dividing line of the property described and the Shell Oil Company property a distance of 40 feet to the point of beginning on Eleventh Street.

Being the same property conveyed to The City of Paducah, Kentucky by deed dated July 17, 2017, and recorded in Deed Book 1348, page 631, in the McCracken County Clerk's Office.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, for their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of Special Warranty, except easements, covenants and restrictions of record.

It is mutually agreed by the parties hereto, their successors and assigns, that this conveyance and transfer is made and accepted upon the following conditions and commitment of Grantee to Grantor:

- (a) Grantee shall raze, at their sole cost and expense, the residential structure located on the Property and shall rehabilitate, stabilize and revitalize, at their sole cost and expense, the commercial diner structure and improvements, generally known Slim's BBQ, which is also located on the Property in accordance with designs and plans to be approved by the Fire Prevention Division of the

City of Paducah, with a capital investment of at least \$50,000.00, exclusive of the value of the Property (the "Project"), within one (1) year from the date of this deed of conveyance.

(b) In the event Grantee has not substantially completed the Project within one (1) year from the date of this deed of conveyance, Grantee agrees that this deed shall be forfeited and the Property shall at once revert back to Grantor and Grantee shall promptly take all steps to cause the transfer and re-conveyance of the Property back to Grantor, at no out-of-pocket cost to the Grantor, such that the Grantor is restored with merchantable fee title to the Property free and clear of any mortgages, liens, encumbrances, and adverse interests. The parties further agree that substantial completion of the Project shall mean that a certificate of occupancy has been issued by the City of Paducah's inspection department.

(c) Grantee will be financing the rehabilitation and revitalization of the Property with a mortgage loan from The Paducah Bank and Trust Company ("Lender") secured by a mortgage on the Property in the principal amount of approximately \$50,000.00. As a condition for providing the aforesaid financing, Lender is requiring that its mortgage loan and its mortgage be superior to the rights of the Grantor reserved and retained herein. As a result, Grantor hereby subordinates Grantor's entire rights reserved and retained herein in and to the Property to the mortgage lien of Lender, and any renewal, extension, or refinancing of the mortgage loan. It is further hereby agreed that Grantor's right and interest in the Property shall be deemed automatically extinguished and of no further force and effect in the event and at such time the Property is sold through a Master Commissioner's Sale pursuant to a foreclosure action to enforce the Lender's mortgage lien, or any renewal, extension, or refinancing of the mortgage loan.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$30,000.00.

The recording of this deed is exempt from the real estate transfer tax pursuant to KRS 142.050 (7)(b).

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.

CITY OF PADUCAH, KENTUCKY

By \_\_\_\_\_  
MAYOR BRANDI HARLESS

\_\_\_\_\_  
RICHARD CHRISTION HUTSON

\_\_\_\_\_  
VIRGINIA P. HUTSON

STATE OF KENTUCKY )  
COUNTY OF MCCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Mayor Brandi Harless of the City of Paducah, Kentucky, on behalf of said entity, Grantor.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
NOTARY ID# \_\_\_\_\_

STATE OF KENTUCKY )  
COUNTY OF MCCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Richard Christian Hutson, and wife, Virginia P. Hutson., Grantee.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
NOTARY ID# \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY  
THE UNDERSIGNED WITHOUT THE BENEFIT  
OF A TITLE EXAMINATION AND BASED UPON  
INFORMATION SUPPLIED BY THE GRANTOR.  
THE UNDERSIGNED ASSUMES NO RESPONSIBILITY  
FOR ITS ACCURACY.

This instrument prepared by:

\_\_\_\_\_  
DENTON LAW FIRM, PLLC  
P. O. Box 969  
Paducah, KY 42002-0969

Send current year tax bill to:  
Mr & Mrs Chris Hutson  
1104 Olde Friedman Lane  
Paducah, KY 42001

**Agenda Action Form  
Paducah City Commission**

Meeting Date: February 13, 2018

Short Title: Professional Engineering Service Agreement for Construction Administration and Resident Inspection with Bacon Farmer Workman Engineering & Testing, Inc., for the Riverfront Redevelopment Project Phase 1-B Change Order

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

**Background Information:**

Bacon Farmer Workman Engineering & Testing, Inc., (BFW) provided professional engineering services consisting of construction administration and resident inspection services for the Riverfront Redevelopment Project Phase 1-B. The City of Paducah awarded MAC Construction & Excavating, Inc. (MAC), a performance based contract in November, 2015. The nature of the performance based contract meant that MAC provided both design and construction services for the project.

After several proposed design submittals failed to meet minimum performance standards set forth in the project specifications, BFW had to provide designs both in-house and through sub-consultants. As a result, BFW went beyond the scope of their original agreement which included construction administration and residential inspection services only.

A Notice to Proceed was issued to MAC on November 30<sup>th</sup>, 2015. The required completion date was July 27<sup>th</sup>, 2016. The actual completion date was August 21<sup>st</sup>, 2017. BFW aligned their agreement with the original required completion date and had to provide services over a year past that date, inevitably forcing additional cost overruns.

A change order in the increased amount of \$220,000.00 is requested for adoption, which will increase the original contract amount of \$126,380.00 to \$346,380.00. Please refer to the attached documentation for additional detail.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: 040-3315-532-2307  
Account Number: DT0020

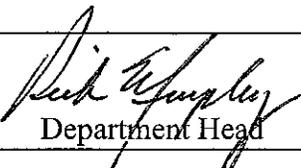
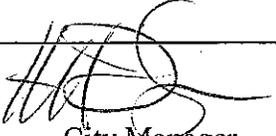
 2/2/2018  
Finance

**Staff Recommendation:**

To adopt Change Order #1 in the amount of \$220,000 increasing the contract amount with BFW for construction administration and residential inspection services on the Riverfront Phase IB project. The original contract amount of \$126,380.00 increases to \$346,380 as described herein.

**Attachments:**

Original Ordinance, Original Contract, & BFW Invoice.

 Department Head	City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: February 27, 2018

Short Title: Professional Services Agreement for the Development of the City of Paducah Comprehensive Stormwater Master Plan Phase II

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Rick Murphy, P.E., City Engineer & Public Works Director  
Eric Hickman, P.E., Stormwater & Drainage Engineer

### Background Information:

At the July 14, 2015 Commission Meeting, several citizens voiced their concerns, frustrations, and heartbreak about the City's storm water system after the flash flood event experienced on July 7, 2015. It was recommended by the City Manager that the City commit to assessing the system and developing a plan including a strategy for upgrades. On February 16, 2016, City Engineer & Public Works Director made a presentation to the Paducah Board of Commissioners about the City's existing storm water system and its limitations, the need for an updated storm water master plan, and an overview of possible funding structures. The City Manager recommended moving forward with the development of a request for proposals to solicit interest from companies that would be able to develop a storm water master plan for the City. The Board of Commissioners voiced their support in moving forward with the RFP.

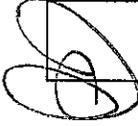
On March 14, 2017, the City entered into an Agreement for Technical Services for the Comprehensive Stormwater Master Plan (CSMP) with Strand & Associates and was adopted by Ordinance #2017-3-8480. The agreement with Strand & Associates was for the development of a Comprehensive Storm Water Master Plan outlined in Task Order 17-01 in an amount not to exceed \$790,000. This portion of the project will be completed in the early spring of 2018. The deliverables will include the following: identification of 10 priority flood areas, analysis of 30 flood mitigation alternatives, benefit cost analysis/prioritized ranking, development of a capital project program and a Comprehensive Stormwater Master Plan.

At this time, Phase II of the project as outlined in the attached Task Order No. 18-01 is for the development of a stormwater program funding strategy. The deliverables will include the a cost of service evaluation and a stormwater utility study report that will consist of the following: stormwater management program, projection of future program funding needs, program funding alternatives and rate options, potential cost versus revenue evaluation results, billing system options and recommendations, stormwater utility ordinance and credit policy, stormwater rate comparison, and sample parcel rate analysis. The total budget for this project is \$986,450 of which is in the General Fund. The remaining budget after Phase I

completion will be \$196,450. The additional \$65,000 needed for Phase II portion of this project will be financed by unused funds made available from the remaining balance of the Olivet Church Road project, ST0039.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Storm Water Study  
Account Number: ~~040-3315-532-23-07~~  
Project #: DR0009 4000 3307 523070

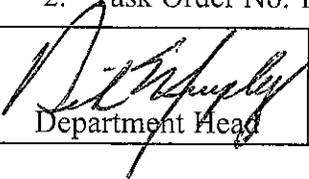
*2/20/2018*  
  
Finance

Staff Recommendation:

The City Engineer & Public Works Director recommends to adopt an Ordinance authorizing the Mayor to execute an Agreement for Technical Services with Strand Associates, Inc., for professional engineering, consulting, and related services in connection with the development of storm water program compliance documents and funding strategy as outlined in Task Order No. 18-01 for the CSMP Project. Services for the CSMP Project under the attached Task Order 18-01 shall not exceed \$257,040.

Attachments:

1. Original Agreement for Technical Services
2. Task Order No. 18-01

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF  
PADUCAH AND STRAND ASSOCIATES, INC., FOR THE COMPREHENSIVE  
STORMWATER MASTER PLAN (CSMP) PROJECT PHASE II FOR THE DEVELOPMENT  
OF STORMWATER COMPLIANCE DOCUMENTS AND FUNDING STRATEGY IN AN  
AMOUNT NOT TO EXCEED \$257,040; AND AUTHORIZING THE MAYOR TO EXECUTE  
ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City, by Ordinance No. 2017-3-8480, authorized the  
execution of an agreement with Strand Associates, Inc., for the Development of a  
Comprehensive Stormwater Master Plan in an amount not to exceed \$790,000, which  
will be completed in early spring of 2018; and

WHEREAS, the Board of Commissioners wishes to proceed with the  
Development of a Comprehensive Stormwater Master Plan Phase II, which is the  
development of stormwater program compliance documents and funding strategy, in an  
amount not to exceed \$257,040.

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and  
approves an Agreement between the City and Strand Associates, Inc., for the development of  
stormwater program compliance documents and funding strategy for the Comprehensive  
Stormwater Master Plan Project Phase II in an amount not to exceed \$257,040. The Mayor of  
the City is hereby authorized to execute the Agreement, and all other documents and instruments  
of any kind to be executed or delivered in connection with the Agreement, with such changes in  
the Agreement not inconsistent with this Ordinance and not substantially adverse to the City as  
may be approved by the official executing the same on behalf of the City or the City Manager.  
The approval of such changes, and that such are not substantially adverse to the City, shall be  
conclusively evidenced by the execution of the Agreement by the authorized official.

SECTION 2. Expenditures. The expenditure shall be charged to the Storm Water  
Study account, account number 4000 3307 523070, project account DR0009.

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

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

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MAYOR

ATTEST:

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City Clerk

Introduced by the Board of Commissioners, February 27, 2018

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Tammara S. Sanderson, City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

\ord\eng\agree-storm water master plan Phase II 2018



Strand Associates, Inc.  
1001 Business Ridge, Suite 100  
Lexington, Kentucky  
P: 502-277-8800  
F: 502-277-9700

Task Order No. 18-01  
City of Paducah, Kentucky (OWNER)  
and Strand Associates, Inc.<sup>®</sup> (ENGINEER)  
Pursuant to Technical Services Agreement dated March 17, 2017

## **Project Information**

Services Name: Comprehensive Stormwater Master Plan (CSMP)–Phase II

Services Description: Development of Stormwater Program Compliance Documents and Funding Strategy.

## **Scope of Services**

ENGINEER will provide the following services to OWNER.

### Project Administration and Communication

ENGINEER will assist OWNER with project administration, including efforts to facilitate engagement of the public and stakeholder groups to solicit feedback to support completion of the **Scope of Services**.

1. Provide project management and overview of activities for the performance of the **Scope of Services**.
2. Assist OWNER in developing an approach for stakeholder participation and community engagement efforts.
3. Prepare and distribute meeting minutes to document findings and feedback from committee meetings and stakeholder discussions.
4. Provide periodic updates to OWNER via e-mail and teleconferences and respond to OWNER's questions.
5. Conduct up to six project team meetings with OWNER to discuss project progress.

### Cost of Service for the Stormwater Program

ENGINEER will perform a cost of service evaluation for the stormwater program based on OWNER-provided information relating to the existing assets (size, type, material, and condition) and a review of the costs (provided by OWNER) of existing and planned stormwater management activities.

1. Communicate with OWNER to identify the goals and objectives of the stormwater management program.
2. Develop annual costs for operation and maintenance (O&M), and repair and replacement of the existing infrastructure utilizing the stormwater geographic information system (GIS) datasets compiled during the preliminary engineering evaluation of the CSMP.

City of Paducah  
Task Order No. 18-01  
Page 2  
February 2, 2018

3. Review available budget documents provided by OWNER. Assist OWNER in review of current and anticipated future (five-year) O&M requirements including staffing, ordinance enforcement, street sweeping, catch basin cleaning and maintenance, existing detention basin maintenance, and associated costs.
4. Review existing stormwater management planning documents including the CSMP planning recommendation to identify potential costs for capital improvements for the five-year planning period.
5. Evaluate municipal separate storm sewer system (MS4) compliance requirements and expected compliance costs. Anticipated costs may include additional mapping, illicit discharge detection and elimination, public participation and planning, public education, and ordinance development and enforcement.
6. Prepare a cost of service evaluation based on results of item Nos. 2 through 4 for the upcoming five years.

#### Stormwater Utility Study and Implementation

ENGINEER will assist OWNER in developing an impervious area-based stormwater utility that will assist with funding OWNER's stormwater management program.

1. Perform an area, extent, and level of service evaluation with OWNER. Document recommendations from OWNER.
2. Prepare a land use/impervious area analysis based on OWNER's tax parcel database, aerial photos, and OWNER-provided GIS. This analysis will estimate the total impervious area in the City of Paducah and estimate the average impervious area for a sample of single-family residential parcels to provide a base unit for estimation of equivalent runoff units (ERUs). Measured impervious areas will be documented in a GIS compatible impervious area database.
3. Estimate the conceptual cost per unit based on estimated revenue requirements and estimated impervious areas (from the previous tasks above). Projected annual revenue will consider factors such as collection rates, exemptions, adjustments, and credits.
4. Prepare the impervious area for each non-residential parcel within the service area based on OWNER's GIS data. Convert the total impervious area on each non-residential parcel to an ERU per parcel. It is anticipated that there are 1,000 non-residential parcels within the service area for scoping purposes.
5. Review implementation of a system of credits and rate variations such as adjustments for implementation of water quality and water quantity best management practices (BMP) including retrofits, one-time rebates to residential customers for implementing rain barrels or rain gardens, and education credits to public and private schools. This task will include evaluating an appeals procedure.
6. Compare stormwater utility rates developed in item No. 4 to other benchmark stormwater utilities on a regional and national basis.

City of Paducah  
Task Order No. 18-01  
Page 3  
February 2, 2018

7. Assist OWNER in evaluating billing policy issues. The following billing and policy issues will be addressed: defining residential versus nonresidential property, stormwater-only accounts, partial payments, homeowners associations, private roadways, unimproved properties, condominiums, and vacant properties. Evaluate options for issuing bills such as separate utility bill or addition to existing bill such as property tax, maintain and update account data, and enforcement mechanisms.
8. Create a draft stormwater utility ordinance and resolution for review and consideration by OWNER. Develop an accompanying document with guidelines and procedures for receiving credits to stormwater utility fees and a customer appeal process. The final draft of the ordinance and credit policy will incorporate changes requested by OWNER. Develop a sample credit application based on an actual nonresidential property to guide applicants in its use.
9. Develop a stormwater utility study report in draft and final formats summarizing the following topics:
  - a. Description of OWNER's stormwater management program
  - b. Projection of future stormwater management program funding needs
  - c. Stormwater management program funding alternatives and rate options based on an impervious area methodology
  - d. Potential cost versus revenue evaluation results
  - e. Billing system options and recommendations
  - f. Stormwater utility ordinance and credit policy
  - g. Stormwater rate comparison
  - h. Sample parcel rate analysis
10. Provide OWNER with two printed copies of the draft report and two printed copies and one electronic copy of the final report.
11. Provide OWNER with a GIS database containing the impervious areas delineated for each nonresidential property and the residential parcels that were sampled.

#### Stormwater Utility Public Outreach

ENGINEER will assist OWNER with development and implementation of a public outreach program for new stormwater utility fee as follows.

1. Meet with Stormwater Advisory Committee up to three times to review area, extent, level, cost of service, rate methodology, and billing policies. Document feedback from these meetings.
2. Develop a stormwater utility narrative description for OWNER's use in bill stuffers, OWNER's website and its newsletter, or other public informational sites.
3. Provide a stormwater utility frequently asked questions (FAQ) document for OWNER to post on its website.
4. Prepare a stormwater utility Microsoft PowerPoint presentation that will be used for public information and education meetings and interaction sessions.

City of Paducah  
Task Order No. 18-01  
Page 4  
February 2, 2018

### Public Outreach Meetings

1. Conduct three briefing presentations to City Commission as follows:
  - a. Present cost of service evaluation.
  - b. Present stormwater utility study report.
  - c. Present stormwater utility implementation plan report.
2. Participate in an Information Meeting Day to meet with up to seven key stakeholders such as schools, churches, large commercial/industrial property owners, hospital(s), nonprofit organizations, and business groups to discuss the proposed stormwater fee structure.
3. Participate in two public information meetings following completion of the final draft of the stormwater utility implementation plan report. These meetings will be structured as Commission workshops.

### Review and Revise Stormwater Infrastructure Design Requirements

ENGINEER will review and update OWNER's drainage design standards to outline minimum standards for stormwater conveyance and storage of runoff that discharges to OWNER's MS4. The purpose for updating the design requirements is to provide consistent and current standards for the design and construction of stormwater drainage components including storm sewer infrastructure and detention basins.

1. Review existing stormwater management and drainage design regulations provided by OWNER.
2. Meet with OWNER to review existing water quantity and water quality regulations and discuss potential revisions to existing requirements in accordance with the CSMP goals.
3. Develop draft design guidelines for the management of post construction peak flows including background information on the intent of the regulation and design requirements. Submit a draft regulation for OWNER review and comment. Revise the document and submit the final revised regulation to OWNER following receipt of one set of consolidated comments on the proposed regulations.

### **Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an amount not to exceed \$257,040 in accordance with the hourly rate schedule in attached Exhibit A. The hourly rate schedule shall remain in effect throughout the duration of this Task Order.

### **Schedule**

Services will begin upon execution of this Task Order which is anticipated on the week of February 12, 2018, and are scheduled for completion by January 31, 2019.

City of Paducah  
Task Order No. 18-01  
Page 5  
February 2, 2018

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PADUCAH

*Matthew S. Richards* 2/2/18

Matthew S. Richards  
Corporate Secretary

Date

Brandi Harless  
Mayor

Date

Exhibit A  
 Schedule of Hourly Rates, Expense Cost, and Billable Equipment  
 January 1, 2018

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$245
Senior Project Engineer	\$227
Project Manager	\$196
Project Engineer V	\$179
Project Engineer IV	\$154
Project Engineer III	\$128
Project Engineer II	\$110
Project Engineer I	\$101
GIS Specialist	\$127
Senior Engineering Technician	\$122
Engineering Technician	\$ 92
Production Assistant	\$ 73
Administrative	\$ 64

<u>Expense Name</u>	<u>Expense Cost</u>
Reimbursed Employee Expense	@ cost
Telephone	@ \$0.50 per minute
Copies	\$0.15 per copy
Accounts Payable	@ cost
Stakes & Lath	\$.40 per piece; 50 pieces per Bundle
Equipment Rental	@ cost based on Rental Rates
Covers & Bindings	@ cost per items used
Other Consultants	@ cost
Postage/UPS	@ cost
Field Expense	@ cost based on Items Used
Computer Expense	\$16.00/hour
Meals Expense	@ cost
Facsimile	\$1.50 per page
Color Copies per Copy	per Copy \$1.00
Wide Format Printing	\$0.35 per square foot/\$2.05 per square foot Mylar
Mileage	@ \$0.53 per mile

<u>Billable Equipment</u>	<u>Billing Rate</u>
Auto Sampler	\$50.00 for first day (\$25 for each additional day)
Concrete Analysis Kit	\$160.00 per month
Confined Space Meter (Gas Detector)	\$50.00 per day; \$200 per week
D.O. Meter & Probe	\$47.00 per day
Deflectometer - Lightweight	\$100.00 per use
Dewpoint Meter	\$40.00 per day
Digital Camera	\$20.00 for first two days, then \$5 each additional day
Discreted Depth Water Sampler	\$25.00 per day
Double Ring Infiltrometer Kit	\$50.00 per day
Dredge Sampler	\$25.00 per day
Dynamic Cone Penetrometer	\$100.00 per day
Electronic Scale	\$25.00 per day
Fall Protection Kit	\$300.00 one time project charge
Field Kit	\$75.00
Filtration Equipment	\$22.00 per day
Flow Poke	\$25.00 per day; \$100 per week
Flow Through Cell	\$10.00 per day
Flowmeters	\$180.00 per week
Gauge Box - Sanitary	\$65.00 per day
Gauge Box - Water	\$65.00 per day
GPS Hand-Held	\$125.00 per day/per recorder (\$78/half day)
GPS w/ Cell Phone	\$300.00 per day (\$185/half day)
Hach Kits (Water Test Kits)	\$25.00 per day
Hand Corer	\$75.00 per day
Hydrant Pressure Recorder	\$75.00 per use
Landfill Gas Meter	\$100.00 per day; \$300 per week
Laser Scanner	\$1,400.00 per day
Microphone/Amplifier	\$100.00 per day
Noise Meter	\$75.00 per day
PA System	\$100.00
Paint Gauge	\$50.00 per month (\$20/week)
Peristaltic Pump	\$40.00 per day
pH, Conductivity, Temperature Meter and Probes	\$20.00 per day
Pump Meter	\$275.00 per week - Lexington
Rain Gauge	\$75.00 per week
Redox Meter and Probe	\$25.00 per day
Robotic Total Station	\$220.00 per day (\$135/half day)
Rotating Laser	\$25.00 per day; or \$300/month
RTS - Texas	\$30.00 per hour
Sanitary Sewer Smoker	\$75.00 per day; \$300 per week
Sediment Corer	\$75.00 per day
Sensidyne Air Sampler	\$10.00 per day
Spectrophotometer	\$60.00 per day
Submersible Pump	\$55.00 per day
Teflon Bailers	\$5.00 per day
Thermo Anemometer	\$25.00 per day
Traffic Counter	\$50.00 per day/per counter (#3 has 4 counters)
Trailer - Closed	\$50.00 per day
Trailer - Open	\$25.00 per day

Billable Equipment

Tripod/Winch  
TSK - Total Station Kit  
Turbidimeter  
Ultrasonic Steel Thickness Gauge  
Water Level Indicator (Well Tape)

Billing Rate

\$50.00 per day; \$150 per week  
\$130.00 per day (\$85.00 per half day)  
\$193.75 per month  
\$100.00 per day  
\$50.00 per day

ORDINANCE NO. 2017-3-8480

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF  
PADUCAH AND STRAND ASSOCIATES, INC. FOR THE DEVELOPMENT OF A  
COMPREHENSIVE STORM WATER MASTER PLAN; AND AUTHORIZING THE  
EXECUTION OF THE AGREEMENT

WHEREAS, the City of Paducah requested proposals from qualified and  
experienced consulting engineering firms for the development of a Comprehensive Storm  
Water Master Plan Project; and

WHEREAS, six firms submitted requests for qualifications; and

WHEREAS, each firm presented its qualifications to the Selection  
Committee Members; and

WHEREAS, the Selection Committee discussed at length the strengths  
and qualification of each firm and unanimously decided that Strand Associates, Inc., is  
the best firm to move forward with the Project; and

WHEREAS, the professional consulting engineering firm Strand  
Associates, Inc., has in its employ, persons experienced to assist with the development of  
the Comprehensive Storm Water Master Plan; and

WHEREAS, the City desires to approve and authorize the Mayor to execute the  
contract.

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and  
approves an Agreement for the development of a Comprehensive Storm Water Master Plan  
between the City and Strand Associates, Inc., in an amount not to exceed \$790,000. It is further  
determined that it is necessary and desirable and in the best interest of the City to enter into the  
Agreement for the purposes therein specified. The Mayor of the City is hereby authorized to  
execute the Agreement, and all other documents and instruments of any kind to be executed or  
delivered in connection with the Agreement, with such changes in the Agreement not  
inconsistent with this Ordinance and not substantially adverse to the City as may be approved by  
the official executing the same on behalf of the City or the City Manager. The approval of such  
changes, and that such are not substantially adverse to the City, shall be conclusively evidenced  
by the execution of the Agreement by the authorized official.

SECTION 2. The expenditure shall be charged to the Storm Water Study  
account, account number 040-3315-532-2307, project account DR0009.

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

SECTION 4. Compliance With Open Meetings Laws. The City Commission  
hereby finds and determines that all formal actions relative to the adoption of this Ordinance

were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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



MAYOR

ATTEST:



City Clerk

Introduced by the Board of Commissioners, February 28, 2017  
Adopted by the Board of Commissioners, March 14, 2017  
Recorded by Tammaria S. Sanderson, City Clerk, March 14, 2017  
Published by *The Paducah Sun*, March 16, 2017  
\\ord\eng\agree-storm water master plan 2017



## AGREEMENT FOR TECHNICAL SERVICES

### CITY OF PADUCAH AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this 17<sup>th</sup> day of March, 2017, between the City of Paducah, Kentucky, hereinafter referred to as OWNER, located at 300 South 5th Street, Paducah, Kentucky 42003, and Strand Associates, Inc.®, 1525 Bull Lea Road, Suite 100, Lexington, Kentucky, 40511, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting, and related services ("Services") in connection with a preliminary engineering evaluation for the Comprehensive Stormwater Master Plan "Project"; AND WHEREAS, ENGINEER desires to render these Services as described in the Scope of Services. NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

#### Scope of Services

ENGINEER agrees to provide Services for the Project as outlined in this Agreement and as in attached Task Order 17-01. Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the attached Task Order No. 17-01.

#### Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order upon completion for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants (only upon approval of OWNER), travel, meals, printing, postage, copies, computer, and long distance telephone calls will be billed at actual cost plus ten percent. Estimated costs for expenses will be included in the not to exceed compensation amounts established for each task order authorized under this Agreement.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws or other similar taxes on services are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates as shown on the attachment included with each task order that anticipates the Services will be completed as indicated. Should the completion time be extended at no fault of ENGINEER, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made as agreed by both parties.



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8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

OWNER cannot make any assurances that the insurance carrier for any contractor will agree to add ENGINEER as an additional insured. In the event the insurance carrier does not agree, OWNER's obligations under this provision are relieved.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### **Payment Requests**

ENGINEER's review of Payment Requests from OWNER's contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

#### **Changes**

1. OWNER may make changes within the general scope of this Agreement and with the Scope of Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly, only upon approval by both parties.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services, only upon approval by both parties.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement, only upon approval by both parties.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses, only upon approval by both parties.

#### **Payment**

OWNER will make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. If OWNER disputes any item in ENGINEER's invoice, OWNER will promptly notify ENGINEER for clarification and/or correction. Nonpayment of any undisputed invoice 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

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Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension

#### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

#### **Use of Documents**

OWNER may make and retain copies of all documents, information, reports, plans, findings, data, designs, specifications, or other related documents provided or furnished by ENGINEER to OWNER pursuant to this Agreement (hereafter the "Documents"). ENGINEER grants OWNER an unconditional license to use such Documents on all phases of the Project, extensions of the Project, and for related uses of OWNER, subject to receipt by ENGINEER of full payment for all services relating to preparation of such Documents.

#### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed Services and expenses up to the date of termination, subject, however to any right of settlement OWNER may have against ENGINEER.

Notwithstanding the above, OWNER has the right to terminate this Agreement for convenience at its sole discretion. In such event, ENGINEER shall be paid for all work performed up to the point written notice of termination for convenience is provided to ENGINEER.

#### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

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**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court within the Commonwealth of Kentucky. Parties further agree that the venue for any legal proceedings related to this Agreement shall exclusively be held in McCracken County, Kentucky.

**Terms and Conditions**

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the Scope of Services. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

**Insurance**

ENGINEER will secure and maintain throughout the duration of this Agreement the following minimum insurance coverages:

1. Worker's compensation and employer's liability insurance as required by the Commonwealth of Kentucky.
2. Comprehensive automobile and vehicle liability insurance covering operation of owned, hired, and nonowned motor vehicles in the following amounts:

Bodily Injury	\$ 500,000 per person
	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

3. Comprehensive general liability and property damage insurance in the following amounts:

Bodily Injury	\$1,000,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$ 500,000 per occurrence
	\$ 500,000 aggregate

4. Professional liability coverage \$2,000,000 annual aggregate

All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Kentucky.

**Successors and Assigns**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### **Equal Employment and Nondiscrimination**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provision of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations 60-1.4(a-f), 60-300.5(a-e), 60-741(a-e).

### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required by the OWNER, the ENGINEER will provide Services as noted. If necessary, additional Service Elements Not Included in the executed Task Order may be identified in a subsequently issued task order.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction. (Should have a backup?)
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Bidding- and Construction-Related Services: Bidding- and construction-related services for the Task Order-specified project will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will require an amendment to this Agreement or a separate agreement with OWNER.
6. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights will be provided through a separate agreement with OWNER.
8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

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- 9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
- 10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included in the scope of this Agreement. Service of this type by ENGINEER will be provided through an amendment to this Agreement.
- 11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the Task Order-specified project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
- 12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
- 13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PADUCAH

  
 Matthew S. Richards  
 Corporate Secretary

 3.17.17  
 Brandi Harless  
 Mayor



Task Order No. 17-01  
City of Paducah, Kentucky (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Technical Services Agreement dated \_\_\_\_\_, 2017

### **Project Information**

**Services Name:** Comprehensive Stormwater Master Plan (CSMP)

**Services Description:** Preliminary Engineering Evaluation for the CSMP.

### **Scope of Services**

ENGINEER will provide the following services to OWNER.

#### Project Administration and Communication

ENGINEER will assist OWNER with project administration, including efforts to help facilitate engagement of the public and stakeholder groups to solicit feedback to support development of the CSMP.

1. Provide project management and overview of activities required for CSMP preliminary engineering evaluation.
2. Assist OWNER in developing implementation approach for stakeholder participation and community engagement efforts.
3. Prepare and distribute meeting minutes to document findings and feedback from committee meetings and stakeholder discussions.
4. Provide periodic updates to OWNER via e-mail and teleconferences and respond to questions.
5. Conduct up to four project team meetings with OWNER to discuss project progress.

#### Community Background Review and Assessment

ENGINEER will conduct a background review of reports and documents provided by OWNER to facilitate understanding of community goals and objectives that will assist in shaping the approach to the various investigations and studies to be completed in support of the CSMP.

1. Prepare for and attend Technical Advisory Group (TAG) meeting No. 1 to review and discuss preliminary engineering evaluation approach and prepare meeting minutes to summarize feedback.
2. Develop request for information to OWNER necessary to support CSMP master planning efforts.
3. Review OWNER and McCracken County (County) subdivision regulations and document areas of concern for additional follow-up discussions.

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4. Review OWNER and County zoning ordinances to outline requirements related to stormwater and floodplain management.
5. Review OWNER and County comprehensive plan to understand community growth goals.
6. Review renaissance area master plan and document goals and objectives for redevelopment in the riverfront areas.
7. Review previous stormwater master plan(s) to establish foundation for prior community planning initiatives.
8. Review and document historic flood data and associated flood damage surveys.
9. Document current and future planned capital improvement projects for correlation with study approach and recommendations.
10. Compile synopsis of community background review and assessment in draft report form.

Organize Existing Geographic Information System (GIS) Mapping and Datasets

ENGINEER will develop a working database and mapping template to support the various needs of the study and corresponding community outreach efforts using GIS data provided by OWNER and the City of Paducah and McCracken County Joint Sewer Agency (JSA).

1. Assemble GIS shapefiles provided by OWNER and JSA to create a working database to support CSMP master planning activities.
2. Delineate up to eight major drainage basins and 12 pump station service areas and develop a summary of watershed characteristics.
3. Integrate current LiDAR mapping overlay and develop digital terrain model to facilitate extraction of watershed attribute information.
4. Generate watershed-based mapping to support planning activities.
5. Integrate shapefiles of separate storm sewer system and review attributes of system components and extents of coverage.
6. Integrate shapefiles of combined sewer system and review attributes of system components and extents of coverage.
7. Compile statistical analysis of separate and combined system components.
8. Evaluate and document GIS data gaps and outline additional GIS/data collection needs for subsequent planning activities.
9. Summarize findings of item Nos. 1 through 8 in draft report form.

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Analysis of Local Flood Protection Project Components

ENGINEER will conduct a review and analysis of information provided by OWNER for its existing flood pumping stations and levee/floodwall system to document their existing operational characteristics and determine any subsequent investigations needs for the CSMP.

1. Review and document relevant facets of the existing flood pump station operations plan in support of the analysis for the CSMP.
2. Develop summary of performance criteria for OWNER's 12 existing flood pumping stations.
3. Review available documentation from the most current flood pump station condition assessments and summarize findings.
4. Review current status of United States Army Corps of Engineers Local Flood Protection project and summarize findings, including documentation of remaining upgrade improvements and implementation schedules.
5. Review existing data and information for levee/floodwall system and confirm the extents associated with each flood pump station service area.
6. Analyze and compile existing information for use in developing approach for subsequent modeling efforts.
7. Summarize findings of item Nos. 1 through 6 in draft report form.

Analysis of Stormwater Asset Management System Database

ENGINEER will review and evaluate stormwater-related GIS datasets provided by OWNER and JSA for the separate storm sewer system and combined sewer system.

1. Review and evaluate characteristics of inventoried GIS datasets and attributes provided by OWNER and JSA.
2. Obtain and evaluate existing archived drawings and associated information for stormwater system components located in identified supplemental survey areas.
3. Correlate existing GIS data with archived drawings for separate storm sewer system supplemental survey areas.
4. Correlate existing GIS information with archived drawings for combined sewer system supplemental survey areas.
5. Discuss future asset management program needs with OWNER and document objectives to inform protocol for subsequent field inventories and data collection efforts.
6. Develop field investigation procedures for supplemental data acquisition for the separate and combined sewer systems.

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7. Complete and document full hydraulic structure surveys with structure dimensions and photographs for up to three identified detention basin outlet control structures located in riverine areas.
8. Complete and document full hydraulic structure surveys for up to 6,650 linear feet (LF) of culvert pipes identified in riverine areas.
9. Obtain rim and invert elevations, and pipe diameters for up to 19,200 LF of separate and combined sewer identified in urban areas.
10. Review findings and develop outline approach to address additional data needs for subsequent master planning efforts.
11. Summarize findings of item Nos. 1 through 11 in draft report form.

Evaluate Existing Stormwater Modeling Tools

ENGINEER will review and evaluate existing hydraulic models for the closed pipe network combined sewer system and the Federal Emergency Management Agency (FEMA)-mapped open channel network to determine their sufficiency and adequacy for the CSMP and any additional requirements necessary to facilitate FEMA's use to support modeling for this purpose.

1. Review and evaluate existing JSA combined sewer system (CSS) XPSWMM model structure to determine adequacy for use in future stormwater modeling efforts.
2. Perform test model trial runs to calibrate with existing JSA model outputs to confirm consistency between software platforms.
3. Review existing JSA flow metering and rain gauge data and document locations.
4. Review existing JSA model calibration methodology(s) and evaluate adjustments needed to integrate comprehensive flood routing techniques.
5. Evaluate existing JSA model compatibility with XPSWMM 2D model platform and evaluate requirements to incorporate 2D output capability.
6. Review existing FEMA Hydrologic Engineering Centers River Analysis System (HEC-RAS) models for most recent community map update in riverine portions of mapped floodplain areas. These riverine areas include Cross Creek, Crooked Creek, Island Creek, and Perkins Creek.
7. Perform HEC-RAS test model trial runs to calibrate with existing FEMA model outputs to confirm consistency between software platforms.
8. Review and document existing hydrologic input criteria and evaluate adequacy for anticipated CSMP modeling evaluations and future capital improvements planning.
9. Develop field investigation procedures for supplemental bridge surveys.
10. Conduct hydraulic structure surveys for up to 25 bridges and culverts identified in riverine system areas.

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11. Correlate findings from bridge and/or culvert structure surveys with information from available record drawings and hydraulic model inputs supporting mapped FEMA products.
12. Compile and summarize findings of item Nos. 1 through 11 in draft report form.

Policy Review and CSMP Goal Setting

ENGINEER will assist OWNER in facilitating discussions with community stakeholders on various policy considerations and decisions necessary to support refinement of goals and objectives for the CSMP.

1. Meet with OWNER planning staff to review regulations and policies and discuss potential needs to support planning activities and implementation of the CSMP.
2. Meet with JSA to review current regulations and policies applied in the combined sewer system service area and discuss planning considerations for future infill and redevelopment.
3. Meet with County representatives to discuss interrelated planning considerations and identify areas of needs and concerns.
4. Assemble presentation materials for Stormwater Advisory Committee (SWAC) meeting No. 1 and City Commission (CC) meeting No. 1.
5. Attend SWAC meeting No. 1 to provide an overview of preliminary engineering evaluation and solicit feedback on individual stakeholder concerns and broad based community concerns.
6. Attend CC meeting No. 1 to present an overview of CSMP planning process and solicit feedback on community goals and objectives.
7. Prepare for and attend TAG meeting No. 2 to review feedback from SWAC Meeting No. 1 and CC Meeting No. 1 and to discuss alternative strategy considerations for study approach.
8. Document important policy considerations and summarize findings of item Nos. 1 through 7 in draft report form.

Study Area Inventory and Analysis

ENGINEER will conduct outreach efforts with community stakeholders and the public at large to increase understanding of community flooding related issues and communicate planning strategies and approaches for the CSMP.

1. Evaluate and synthesize information and feedback from community background review and outline key strategies and policy considerations for master planning approach.
2. Develop baseline modeling protocols and establish proposed limits for detailed studies.
3. Prepare watershed mapping, outreach materials, and citizen questionnaire to support community engagement activities and public meeting No. 1.

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4. Attend public meeting No. 1 and facilitate citizen input session in open house format at City Hall to obtain general feedback on community stormwater-related concerns with up to four project team representatives (meeting notification shall be responsibility of OWNER).
5. Document community feedback and summarize findings from citizen questionnaire responses.
6. Review and discuss consensus needs for key planning strategies and policy decisions at TAG meeting No. 3.
7. Assemble presentation materials for SWAC Meeting No. 2.
8. Attend SWAC Meeting No. 2 to review and discuss community feedback from public meeting No. 1 and key strategies and policy decisions for subsequent planning efforts.
9. Refine and update key policy decisions, planning considerations, and study approaches.

Work Plan Refinement

ENGINEER will document findings of the preliminary engineering evaluation, including preparation/refinement of the approach for the remaining studies and investigations required to complete the CSMP.

1. Update and refine the outline work plan approach for remaining portions of this phase of the CSMP with anticipated deliverables, including formal protocols to be applied for data acquisition and other special planning considerations such as design storm level of service and coincident riverine flood condition, and possibly others.
2. Prepare draft CSMP project schedule with key milestones.
3. Detail requirements for supplemental support services such as closed circuit television, flow monitoring, rain gauges, etc., and the recommended approach to facilitate these needs.
4. Prepare summary report of preliminary engineering evaluation for TAG review and comment.
5. Prepare draft presentation documenting preliminary engineering evaluation findings and recommendations for the subsequent tasks of the study.
6. Prepare for and attend TAG meeting No. 4 to review and discuss presentation outline and recommendations for CSMP study approach.
7. Incorporate comments and update presentation and recommendations for proposed study approach based on feedback from TAG meeting No. 4.
8. Prepare for and attend CC meeting No. 2 to present findings of the preliminary engineering evaluation and provide study approach recommendations for subsequent phases of the CSMP.

Existing Conditions Modeling, Calibration, and Flooding Problem Prioritization

ENGINEER will develop and calibrate modeling tools to known record storm events for use in establishing an existing conditions baseline model for use in evaluating a range of flood events for problem area identification using existing hydraulic models provided by JSA and FEMA.

City of Paducah  
 Task Order No. 17-01  
 Page 7  
 February 7, 2017

1. Determine riverine watershed hydrologic parameters for Cross Creek, Perkins Creek, Crooked Creek, and Island Creek assuming 50-acre minimum subbasin size.
2. Develop urban watershed hydrologic parameters assuming minimum 15-acre subbasin size.
3. Complete initial riverine watershed hydraulic modeling (Cross Creek, Perkins Creek, Crooked Creek, and Island Creek) and make necessary modifications and refinements to FEMA models.
4. Develop urban watershed XP-SWMM model using existing GIS data supplemented by the limited field investigations and supplemental surveys as outlined in this Scope of Services.
5. Obtain rim and invert elevations for up to 100 storm structures at locations to be identified as needed and make visual determinations for system connectivity
6. Obtain surveyed high water marks based on available historical reference information at up to 15 areal flooding locations with photo documentation.
7. Compare and calibrate riverine watershed model to documented high water marks from historical rainfall/flooding events.
8. Compare and calibrate urban watershed model to documented high water marks from historical rainfall/flooding events.
9. Refine OWNER-provided JSA CSS XP-SWMM model for existing conditions analysis.
10. Document existing conditions modeling results with flood mapping showing extents and depths for range of storm events (10-, 25-, 50-, and 100-year events) for riverine watersheds.
11. Document existing conditions modeling results with flood mapping showing extents and depths for range of storm events (10-, 25-, 50-, and 100-year events) for urban watersheds.
12. Evaluate and document impacts of high Ohio River stage conditions on urban area flooding depths and extents.
13. Prepare updated outreach materials including questionnaires, exhibits, and presentation for SWAC and public meetings.
14. Discuss existing conditions findings and implications related to desired storm event level of service for subsequent alternatives development at TAG meeting No. 5.
15. Review and discuss existing conditions findings and storm event level of service considerations for alternatives development at SWAC Meeting No. 3.
16. Attend public meeting No. 2 to present existing conditions modeling results and identify documented flooding locations to solicit feedback on priority areas of concern for subsequent evaluations. The scope of services anticipates identification of ten discrete locations with flooding-related impacts for further analysis.
17. Perform additional modeling revisions to address feedback received from public meeting.

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February 7, 2017

18. Document findings of existing conditions evaluation and level of service determination and summarize in draft report form.

Flood Mitigation Alternatives Development and Evaluation

ENGINEER will evaluate a range of alternatives for up to ten identified flooding locations to facilitate discussion of desired level of service and inform approach for the subsequent capital improvements planning phase to be authorized upon completion of this preliminary engineering evaluation.

1. Investigate and document in solutions matrix form a range of options to be considered for potential alternatives for OWNER review and concurrence. Options considered may include pipe conveyance upgrades, pumping upgrades, regional detention, flood buyouts, or combinations thereof.
2. Identify strategic locations for approximately 10,000 LF of pilot storm sewer closed-circuit television investigations by OWNER-procured contractor and summarize findings in outline form.
3. Correlate documented basement backups with flood-prone area analysis and identify study areas and potential solutions matrix for subsequent phase of remedial measures investigations.
4. Complete preliminary evaluation and modeling for up to 30 shortlisted alternatives within the ten identified flooding-related impact areas using the target design storm level of service determination from TAG meeting No. 5.
5. Document modeling results and effectiveness of the various alternatives evaluated with flood mapping showing depth and extents of flooding for a range of storm events (10-, 25- 50-, and 100-year events) by indicating corresponding extents of reductions.
6. Summarize findings and prepare outreach materials for public meeting to facilitate feedback and discussion of results for the preliminary alternatives evaluation.
7. Review potential alternatives matrix to solicit feedback and determine shortlist for each of the ten flooding locations at public meeting No. 3. The shortlist anticipates up to three alternatives per location for subsequent discussion and evaluation of the target storm event level of service.
8. Document and correlate feedback from public meeting No. 3 and develop recommendations to reduce the alternatives identified for each of the ten flooding-related impact areas from three to two alternatives for each area.
9. Review and discuss potential alternatives findings and recommendations in relation to desired storm event level of service at TAG meeting No. 6.
10. Conduct supplemental field investigations to further inform the more detailed evaluation of the two alternatives selected for further evaluation in each of the ten flooding-related impact areas based on input from TAG meeting No. 6.
11. Refine modeling and evaluation of alternatives using the target design storm level of service and document flood reduction benefits and associated considerations for implementation.

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February 7, 2017

- 12. Prepare preliminary opinions of probable cost for each alternative and complete a benefit-cost analysis for inclusion in a draft solutions matrix for each of the ten identified flooding-related impact areas.
- 13. Rank alternatives for OWNER's consideration and inclusion in a proposed Stormwater capital improvement plan (CIP) using OWNER's preferred project evaluation technique.
- 14. Prepare summary of findings for CIP in draft report form for TAG review and comment.
- 15. Prepare draft CC presentation on preliminary engineering evaluation alternative findings for TAG review and comment.
- 16. Review and discuss ranked CIP alternatives at TAG meeting No. 7 and outline talking points for presentation to CC.
- 17. Incorporate TAG meeting comments and finalize discussion outline and presentation for CC meeting.
- 18. Make presentation at CC meeting No. 3 on preliminary engineering findings and CIP recommendations including interactive discussion on desired next steps.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses in an amount not to exceed \$790,000 in accordance with the hourly rate schedule in attached Exhibit A. The hourly rate schedule shall remain in effect throughout the duration of this task order.

The anticipated labor hours for the task order are attached in Exhibit B.

**Schedule**

Services will begin upon execution of the AGREEMENT and this Task Order, and are scheduled for completion on or within 12 months.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PADUCAH

Matthew S. Richards 2/7/17  
 Matthew S. Richards Date  
 Corporate Secretary

Brandi Harless 2-17-17  
 Brandi Harless Date  
 Mayor

**Exhibit A**  
**Schedule of Hourly Rates, Expense Cost, and Billable Equipment**  
**January 1, 2017**

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$245
Senior Project Engineer	\$227
Project Manager	\$196
Project Engineer V	\$179
Project Engineer IV	\$154
Project Engineer III	\$128
Project Engineer II	\$110
Project Engineer I	\$101
GIS Specialist	\$127
Senior Engineering Technician	\$122
Engineering Technician	\$ 92
Production Assistant	\$ 73
Clerical	\$ 64

<u>Expense Name</u>	<u>Expense Cost</u>
Reimbursed Employee Expense	@ cost
Telephone	@ \$0.50 per minute
Copies	\$0.15 per copy
Accounts Payable	@ cost
Stakes & Lath	\$.40 per piece; 50 pieces per Bundle
Equipment Rental	@ cost based on Rental Rates
Covers & Bindings	@ cost per items used
Other Consultants	@ cost
Postage/UPS	@ cost
Field Expense	@ cost based on Items Used
Computer Expense	\$16.00/hour
Meals Expense	@ cost
Facsimile	\$1.50 per page
Color Copies per Copy	per Copy \$1.00
Wide Format Printing	\$0.35 per square foot/\$2.05 per square foot Mylar
Mileage	@ \$0.53 per mile

<u>Billable Equipment</u>	<u>Billing Rate</u>
Auto Sampler	\$50.00 for first day (\$25 for each additional day)
Concrete Analysis Kit	\$160.00 per month
Confined Space Meter (Gas Detector)	\$50.00 per day; \$200 per week
D.O. Meter & Probe	\$47.00 per day
Deflectometer - Lightweight	\$100.00 per use
Dewpoint Meter	\$40.00 per day
Digital Camera	\$20.00 for first two days, then \$5 each additional day
Discreted Depth Water Sampler	\$25.00 per day
Double Ring Infiltrometer Kit	\$50.00 per day
Dredge Sampler	\$25.00 per day
Dynamic Cone Penetrometer	\$100.00 per day
Electronic Scale	\$25.00 per day
Fall Protection Kit	\$300.00 one time project charge
Field Kit	\$75.00
Filtration Equipment	\$22.00 per day
Flow Poke	\$25.00 per day; \$100 per week
Flow Through Cell	\$10.00 per day
Flowmeters	\$180.00 per week
Gauge Box - Sanitary	\$65.00 per day
Gauge Box - Water	\$65.00 per day
GPS - Texas	
GPS Hand-Held	\$125.00 per day/per recorder (\$78/half day)
GPS w/ Cell Phone	\$300.00 per day (\$185/half day)
Hach Kits (Water Test Kits)	\$25.00 per day
Hand Corer	\$75.00 per day
Hydrant Pressure Recorder	\$75.00 per use
Landfill Gas Meter	\$100.00 per day; \$300 per week
Laser Scanner	\$1,400.00 per day
Microphone/Amplifier	\$100.00 per day
Noise Meter	\$75.00 per day
PA System	\$100.00
Paint Gauge	\$50.00 per month (\$20/week)
Peristaltic Pump	\$40.00 per day
pH, Conductivity, Temperature Meter and Probes	\$20.00 per day
Pump Meter	\$275.00 per week - Lexington
Rain Gauge	\$75.00 per week
Redox Meter and Probe	\$25.00 per day
Robotic Total Station	\$220.00 per day (\$135/half day)
Rotating Laser	\$25.00 per day; or \$300/month
RTS - Texas	\$30.00 per hour
Sanitary Sewer Smoker	\$75.00 per day; \$300 per week
Sediment Corer	\$75.00 per day
Sensidyne Air Sampler	\$10.00 per day
Spectrophotometer	\$60.00 per day
Submersible Pump	\$55.00 per day
Teflon Bailers	\$5.00 per day
Thermo Anemometer	\$25.00 per day
Traffic Counter	\$50.00 per day/per counter (#3 has 4 counters)
Trailer - Closed	\$50.00 per day

**Billable Equipment**

Trailer - Open

Tripod/Winch

TSK - Total Station Kit

Turbidimeter

Ultrasonic Steel Thickness Gauge

Water Level Indicator (Well Tape)

**Billing Rate**

\$25.00 per day

\$50.00 per day; \$150 per week

\$130.00 per day (\$85.00 per half day)

\$193.75 per month

\$100.00 per day

\$50.00 per day







# Agenda Action Form Paducah City Commission

Meeting Date: February 27, 2018

Short Title: Zone Change of 9.8 acres from R-2 to B-1 located at 3101-3230 Kentucky Ave and 3101-3213 Clark St and 243-247 South 31st Street (Case No. 171204-1).

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work by: Josh Sommer  
Presentation by: Tammara Tracy

### Background Information:

*The Planning Commission heard testimony on December 4, 2017 and continued the request to the December 18th hearing to allow for an adjacent parcel to be heard jointly. The Planning Commission heard additional testimony on December 18th and recommended approval of both zone change requests.*

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

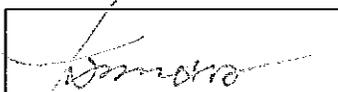
Funds Available: Account Name: N/A  
Account Number: N/A

Finance

Staff Recommendation: *Approval*

*As per KRS 100.211(2)(i) "Unless a majority of the entire legislative body or fiscal court votes to override the planning commission's recommendation, such recommendation shall become final and effective and if a recommendation of approval was made by the planning commission, the ordinance of the fiscal court or legislative body adopting the zoning map amendment shall be deemed to have passed by operation of law."*

Attachments: *Staff report, Planning Commission Resolution, Legal Description, Preliminary plan*

  
Department Head

City Clerk

  
City Manager

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTIES LOCATED AT 3101, 3106, 3107, 3113, 3119, 3123, 3124, 3125, 3132, 3133, 3138, 3139, 3142, 3144, 3145, 3200, 3201, 3204, 3210, 3213, 3216, 3220, 3223, 3227 & 3230 KENTUCKY AVENUE AND 3101, 3107, 3113, 3117, 3121, 3125, 3201, 3207 & 3213 CLARK STREET AND 243, 245 & 247 SOUTH 31<sup>ST</sup> STREET FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE)

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on December 18, 2017, and entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE) FOR PROPERTY LOCATED AT 3101, 3106, 3107, 3113, 3119, 3123, 3124, 3125, 3132, 3133, 3138, 3139, 3142, 3144, 3145, 3200, 3201, 3204, 3210, 3213, 3216, 3220, 3223, 3227 & 3230 KENTUCKY AVENUE AND 3101, 3107, 3113, 3117, 3121, 3125, 3201, 3207 & 3213 CLARK STREET AND 243, 245 & 247 SOUTH 31<sup>ST</sup> STREET," be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and the map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described properties be changed from R-2 to B-1:

A TRACT OF LAND LOCATED NORTH OF THE CENTERLINE OF CLARK STREET (A 60 FOOT WIDE STREET) AND WEST OF THE CENTERLINE OF SOUTH THIRTY- FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET;

THENCE ALONG THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, N 25 deg. 31 min. 40 sec. W, 441.55 FEET;

THENCE S 64 deg. 28 min. 20 sec. W, 23.59 FEET TO THE CENTER OF A 25 FOOT WIDE PUBLIC ALLEY;

THENCE TO AND ALONG A COMMON LINE WITH FLOYD AND LINDA RANGLES (D.B. 678, PG. 729), N 76 deg. 17 min. 32 sec. W, 207.50 FEET TO THE CENTERLINE OF KENTUCKY AVENUE;

THENCE ALONG THE CENTERLINE OF KENTUCKY AVENUE, N 13 deg. 42 min. 28 sec. E, 128.43 FEET;

THENCE CONTINUING ALONG THE CENTERLINE OF KENTUCKY AVENUE, N 64 deg. 28 min. 20 sec. E, 103.07 FEET TO THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET;

THENCE ALONG THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, N 25 deg. 31 min. 40 sec. W, 189.00 FEET TO THE EXTENDED CENTERLINE OF A 25 FOOT WIDE PUBLIC ALLEY;

THENCE LEAVING SOUTH 31<sup>ST</sup> STREET AND ALONG THE CENTERLINE OF SAID ALLEY THE FOLLOWING SIX CALLS:

S 64 deg. 28 min. 20 sec. W, 216.33 FEET;

S 13 deg. 40 min. 15 sec. W, 505.96 FEET TO THE CENTERLINE OF MAPLE AVENUE;

S 14 deg. 19 min. 36 sec. W, 63.91 FEET;

S 08 deg. 18 min. 24 sec. W, 40.23 FEET;

S 06 deg. 09 min. 55 sec. W, 125.28 FEET;

S 00 deg. 57 min. 58 sec. W, 312.95 FEET TO THE CENTERLINE OF CLARK STREET;

THENCE ALONG THE CENTERLINE OF CLARK STREET, N 64 deg. 28 min. 20 sec. E, 804.88 FEET TO THE POINT OF BEGINNING, CONTAINING 439,839 SQUARE FEET OR 10.10 ACRES.

BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GRID NORTH AS DETERMINED BY KENTUCKY STATE PLANE COORDINATES, SOUTH ZONE (1602), NAD 83.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 27, 2018

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Tammara S. Sanderson, City Clerk, \_\_\_\_\_

Published by the Paducah Sun, \_\_\_\_\_

\\ord\plan\zone\Ky Ave, Clark St, & South 31st St - R-2 to B-1

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE) FOR PROPERTY LOCATED AT 3101, 3106, 3107, 3113, 3119, 3123, 3124, 3125, 3132, 3133, 3138, 3139, 3142, 3144, 3145, 3200, 3201, 3204, 3210, 3213, 3216, 3220, 3223, 3227 & 3230 KENTUCKY AVENUE AND 3101, 3107, 3113, 3117, 3121, 3125, 3201, 3207 & 3213 CLARK STREET AND 243, 245 & 247 SOUTH 31<sup>ST</sup> STREET.

WHEREAS, a public hearing was held on December 18, 2017 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, the existing zoning, R-2 (Low and Medium Density Residential), is inappropriate and B-1 (Convenience & Service Zone) is appropriate, and

WHEREAS, the Future Land Use Map of the City of Paducah reflects said parcels to be zoned "Neighborhood Conservation", and

WHEREAS, major changes of an economic, physical and social nature have been made in Paducah's Midtown area which have substantially altered the basic character of the area, and

WHEREAS, said changes are in compliance with KRS 100.213 (b).

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 the amendment of the Paducah Zoning Map so as to change the zoning for the aforementioned area from R-2 (Low and Medium Density Residential Zone) to B-1 (Convenience & Service Zone) and being more particularly described as follows:

LEGAL DESCRIPTION  
AREA TO BE REZONED

A TRACT OF LAND LOCATED NORTH OF THE CENTERLINE OF CLARK STREET (A 60 FOOT WIDE STREET) AND WEST OF THE CENTERLINE OF SOUTH THIRTY- FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET;

THENCE ALONG THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, N 25 deg. 31 min. 40 sec. W, 441.55 FEET;

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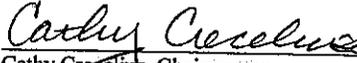
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THENCE ALONG THE CENTERLINE OF CLARK STREET, N 64 deg. 28 min. 20 sec. E, 804.88 FEET TO THE POINT OF BEGINNING, CONTAINING 439,839 SQUARE FEET OR 10.10 ACRES.

BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GRID NORTH AS DETERMINED BY KENTUCKY STATE PLANE COORDINATES, SOUTH ZONE (1602), NAD 83.

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.

  
Cathy Cracelius, Chairwoman

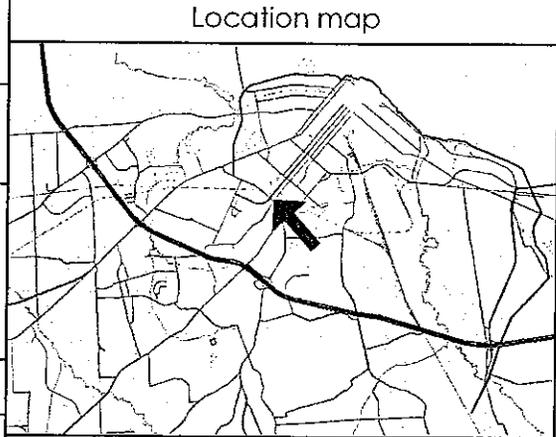
Adopted by the Paducah Planning Commission on December 18, 2017



**STAFF REPORT**  
**PADUCAH BOARD OF COMMISSIONERS**

APPLICATION INFORMATION

ADDRESS	3101-3230 Kentucky Ave and 3101-3213 Clark St and 243-247 South 31st Street and 3116 Kentucky Ave
CASE NO.	171204-1 171218-1
OWNER	Arcadia Street Development, LLC; CC Crossroads, LLC; AMFM, LLC and Joseph Corline Floyd & Linda Randles
APPLICANT	same
ENGINEER	Siteworx Survey & Design, LLC
REQUEST	Zone change of 9.8 acres from R-2 to B-1 Zone change of 0.5 acre from R-2 to B-1



GENERAL SITE INFORMATION

CURRENT ZONING	R-2 Low and Medium Density Residential Zone
CURRENT LAND USE	Residential and Vacant
COMPREHENSIVE PLAN	Residential
CURRENT IMPROVEMENTS	Residences
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Combined Sanitary & Storm Drainage, Paducah Fire

SURROUNDING AREA INFORMATION

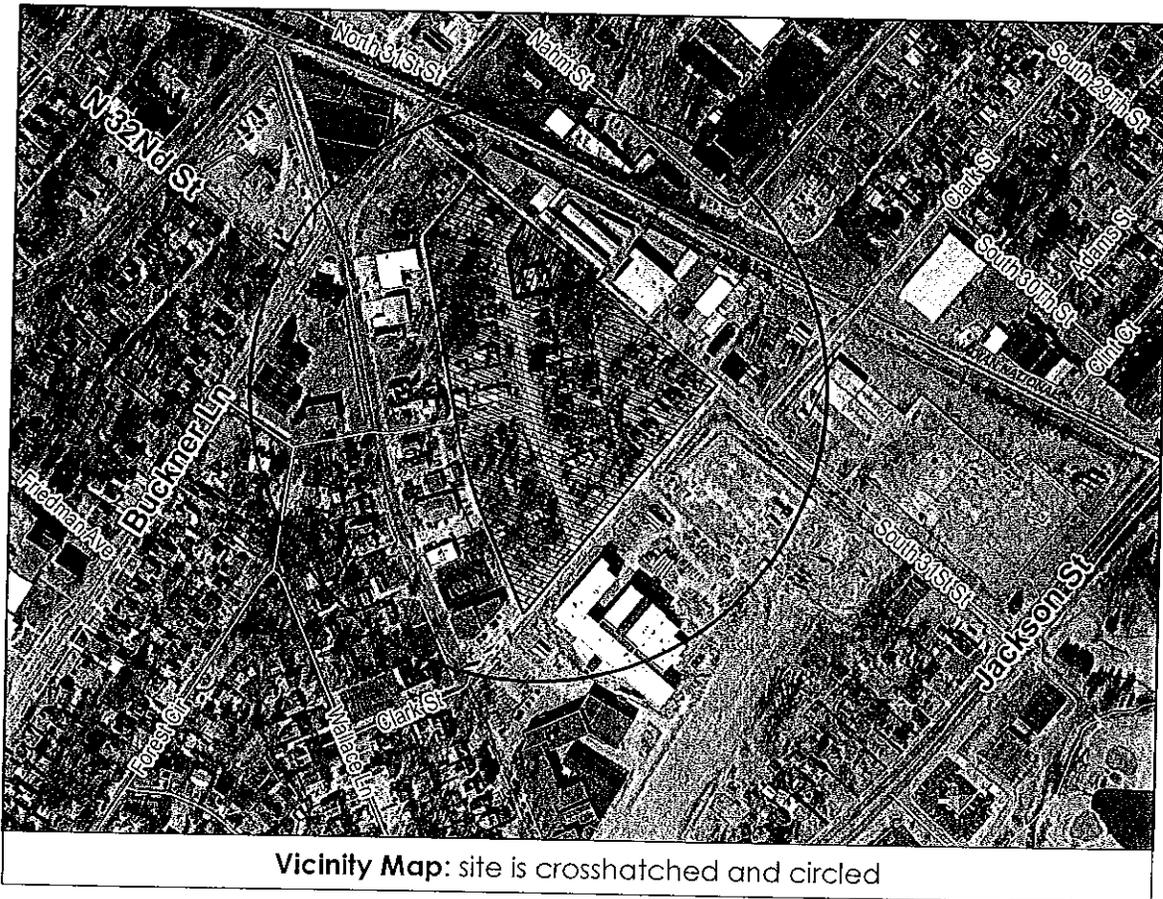
	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	B-3	Retail and restaurant uses
SOUTH	R-2	Paducah Middle School campus
EAST	M-1	Industrial and office uses
WEST	B-1	Commercial

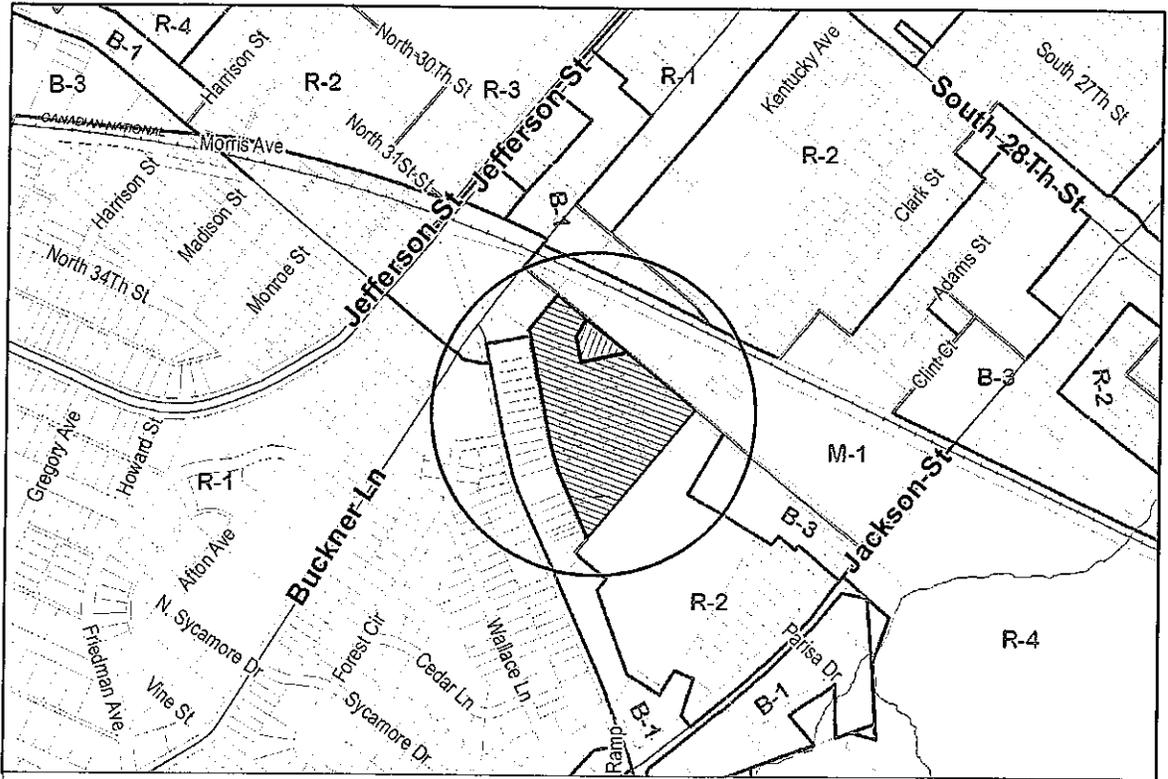
STATUTORY REQUIREMENTS    KRS 100.213    [EMPHASIS ADDED]

“Before any map amendment is granted, the planning commission or the legislative body or fiscal court must find that the map amendment is in agreement with the adopted comprehensive plan, or in the absence of such a finding, that one or more of the following apply and such finding shall be

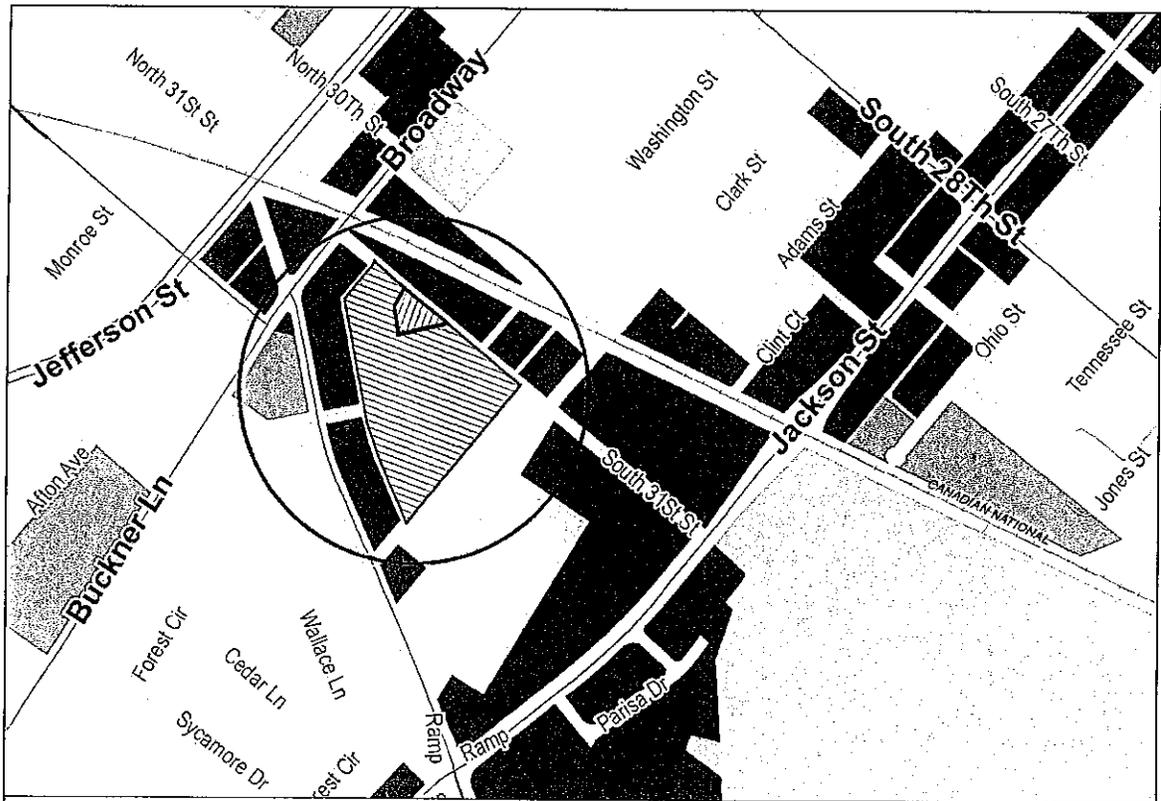
recorded in the minutes and records of the planning commission or the legislative body or fiscal court:

- (a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate;
- (b) That there have been major changes of an economic, physical, or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area. "





Zoning Base Map: site cross-hatched & circled



Comprehensive Plan Map: site crosshatched and circled

**Section 126-106 Convenience and Service Zone, B-1.**

*The purpose of this zone is to provide convenient shopping areas to serve nearby residential areas.*

*(1) Principal permitted uses.*

- a. Any use permitted in the R-4 zone (except all new residential structures shall comply with the R-4 zone yard requirements)*
- b. Home occupations*
- c. Hotels and motels*
- d. Funeral homes*
- e. Commercial greenhouses*
- f. Assembly buildings of fraternal, professional and labor organizations*
- g. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:*
  - 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises)*
  - 2. Personal and convenience service establishments*
  - 3. Shoe store and repair shop*
  - 4. Tailor shop*
  - 5. Theater*

*(2) Conditionally permitted uses. The Board of Adjustment shall determine that the listed uses will not be detrimental to adjacent residential property via excessive noise, light, odor, traffic congestion or vibration.*

- a. Automobile rental, sales or service*
- b. Drive-in establishments*
- c. Other similar but undefined uses*

*(3) Minimum yard requirements.*

- a. Front yard. None, except for arterial highway strip commercial uses, for which a minimum front yard of 25 feet shall be provided.*
- b. Side yard. None, except for arterial highway strip commercial uses; for such uses the side yards shall not be less than 12 feet except that any side yard abutting a residential district shall not be less than 25 feet.*
- c. Rear yard. None, except for arterial highway strip commercial uses; for such uses a rear yard of ten feet shall be provided; if such use is serviced from the rear or if it abuts a residential district, a rear yard of not less than 30 feet shall be provided.*

*(4) Minimum area requirements.*

- a. Minimum lot area: 5,000 square feet, except for arterial highway strip commercial uses, which shall be not less than 10,000 square feet.*
- b. Minimum lot width: 50 feet, except for arterial highway strip commercial uses, which shall be 75 feet.*

*(5) Maximum building height. None.*

*(6) Accessory buildings. Accessory buildings shall be built no closer than 15 feet from any property line and no closer than ten feet from any other building.*

- (7) *Access control.*
  - a. *Lots with less than 200 feet of frontage shall have only one point of access to any one public street.*
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## CONSIDERATIONS

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It is staff's opinion that changes of an economic, physical and social nature have happened Paducah's Midtown area in congruence with KRS 100.213 (b). Surrounded by non-residential uses, the residential component has been isolated from other residential pockets since the construction of Paducah Middle School.

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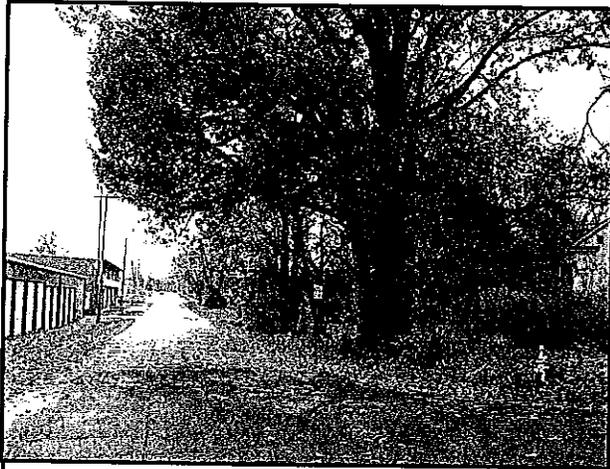
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Kentucky Avenue Housing Stock



Looking East on Clark Street



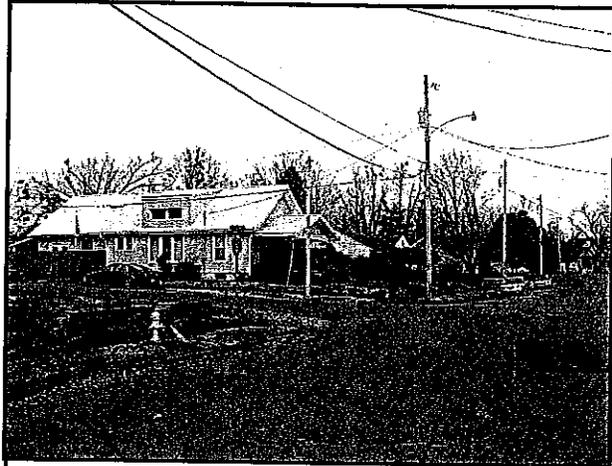
Looking South on South 31st Street



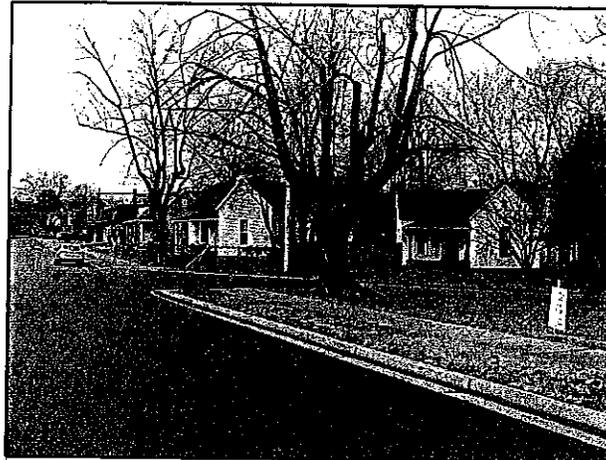
Looking South on Kentucky Avenue



Looking North on Kentucky Avenue



Corline Property



Looking West on Clark Street

#### PRELIMINARY DEVELOPMENT PLAN

At this time, two buildings are proposed as shown. Parking requirements and setbacks are met. A mix of uses is shown to gauge the amount of parking needed. Conceptually, 194 parking spaces are shown. The setbacks of 25' front yard, 10' rear yard and 12' side yard are met. There are no issues that would prohibit a final site plan. Please note the preliminary development plan does not extend across the entire area proposed to be rezoned. The Petitioners do anticipate future development in the rezoned area and is beginning the development with these two buildings.

#### PLANNING COMMISSION

The Planning Commission on December 18, 2017 approved the requests finding as fact that changes of an economic, physical and social nature have been made in the area. Some of the major nearby developments are the new Paducah Middle School, Midtown Market redevelopment, new Independence Bank and the rehabilitation and adaptive reuse of the Coke Plant. These new developments have generated new economic, physical and social changes in Paducah's Midtown area.

#### STAFF RECOMMENDATION

Based upon the above, staff recommends the following motion:

"I move that we accept the Planning Commission's findings and recommendation to approve case # 171218-1 to rezone the property generally located at 3101-3230 Kentucky Ave and 3101-3213 Clark St and 243-247 South 31st Street to B-1."

"I move that we accept the Planning Commission's findings and recommendation to approve case # 171204-1 to rezone the property generally located at 3116 Kentucky Ave to B-1."

\_\_\_\_\_



AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 3116 KENTUCKY AVENUE FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE)

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on December 18, 2017, and entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE) FOR PROPERTY LOCATED AT 3116 KENTUCKY AVENUE," be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and the map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described property be changed from R-2 to B-1:

A TRACT OF LAND LOCATED NORTH OF THE CENTERLINE OF CLARK STREET (A 60 FOOT WIDE STREET) AND WEST OF THE CENTERLINE OF SOUTH THIRTY- FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE FOLLOWING CALL FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, N 25 deg. 31 min. 40 sec. W, 441.55 FEET FOLLOWING THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET TO THE AFOREMENTIONED POINT;

THENCE S 64 deg. 28 min. 20 sec. W, 23.59 FEET TO THE CENTER OF A 25 FOOT WIDE PUBLIC ALLEY;

THENCE TO AND ALONG A COMMON LINE WITH ARCADIA STREET DEVELOPMENT, LLC (D.B. 1160, PG. 453), N 76 deg. 17 min. 32 sec. W, 207.50 FEET TO THE CENTERLINE OF KENTUCKY AVENUE;

THENCE ALONG THE CENTERLINE OF KENTUCKY AVENUE, N 13 deg. 42 min. 28 sec. E, 128.43 FEET;

THENCE CONTINUING ALONG THE CENTERLINE OF KENTUCKY AVENUE, N 64 deg. 28 min. 20 sec. E, 103.07 FEET TO THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET;

THENCE ALONG THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, S 25 deg. 31 min. 40 sec. E, 230.74 FEET TO THE BEGINNING, CONTAINING 27,937 SQUARE FEET OR 0.64 ACRES.

BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GRID  
NORTH AS DETERMINED BY KENTUCKY STATE PLANE  
COORDINATES, SOUTH ZONE (1602), NAD 83.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 27, 2018

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Tammara S. Sanderson, City Clerk, \_\_\_\_\_

Published by the Paducah Sun, \_\_\_\_\_

ord\plan\zone\3116 Ky Ave--R-2 to B-1

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE) FOR PROPERTY LOCATED AT 3116 KENTUCKY AVENUE.

WHEREAS, a public hearing was held on December 18, 2017 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, the existing zoning, R-2 (Low and Medium Density Residential), is inappropriate and B-1 (Convenience & Service Zone) is appropriate, and

WHEREAS, the Future Land Use Map of the City of Paducah reflects said parcels to be zoned "Neighborhood Conservation", and

WHEREAS, major changes of an economic, physical and social nature have been made in Paducah's Midtown area which have substantially altered the basic character of the area, and

WHEREAS, said changes are in compliance with KRS 100.213 (b).

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 the amendment of the Paducah Zoning Map so as to change the zoning for the aforementioned area from R-2 (Low and Medium Density Residential Zone) to B-1 (Convenience & Service Zone) and being more particularly described as follows:

LEGAL DESCRIPTION  
AREA TO BE REZONED

A TRACT OF LAND LOCATED NORTH OF THE CENTERLINE OF CLARK STREET (A 60 FOOT WIDE STREET) AND WEST OF THE CENTERLINE OF SOUTH THIRTY- FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON GRID NORTH AS DETERMINED BY KENTUCKY STATE PLANE COORDINATES, SOUTH ZONE (1602), NAD 83.

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.

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on December 18, 2017

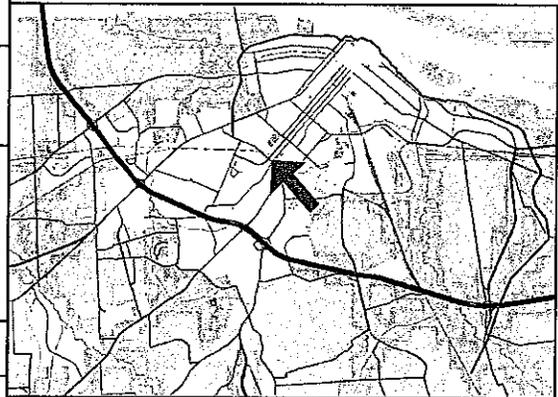


**STAFF REPORT**  
**PADUCAH BOARD OF COMMISSIONERS**

APPLICATION INFORMATION

ADDRESS	3101-3230 Kentucky Ave and 3101-3213 Clark St and 243-247 South 31st Street and 3116 Kentucky Ave
CASE NO.	171204-1 171218-1
OWNER	Arcadia Street Development, LLC; CC Crossroads, LLC; AMFM, LLC and Joseph Corline Floyd & Linda Randles
APPLICANT	same
ENGINEER	Siteworx Survey & Design, LLC
REQUEST	Zone change of 9.8 acres from R-2 to B-1 Zone change of 0.5 acre from R-2 to B-1

Location map



GENERAL SITE INFORMATION

CURRENT ZONING	R-2 Low and Medium Density Residential Zone
CURRENT LAND USE	Residential and Vacant
COMPREHENSIVE PLAN	Residential
CURRENT IMPROVEMENTS	Residences
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Combined Sanitary & Storm Drainage, Paducah Fire

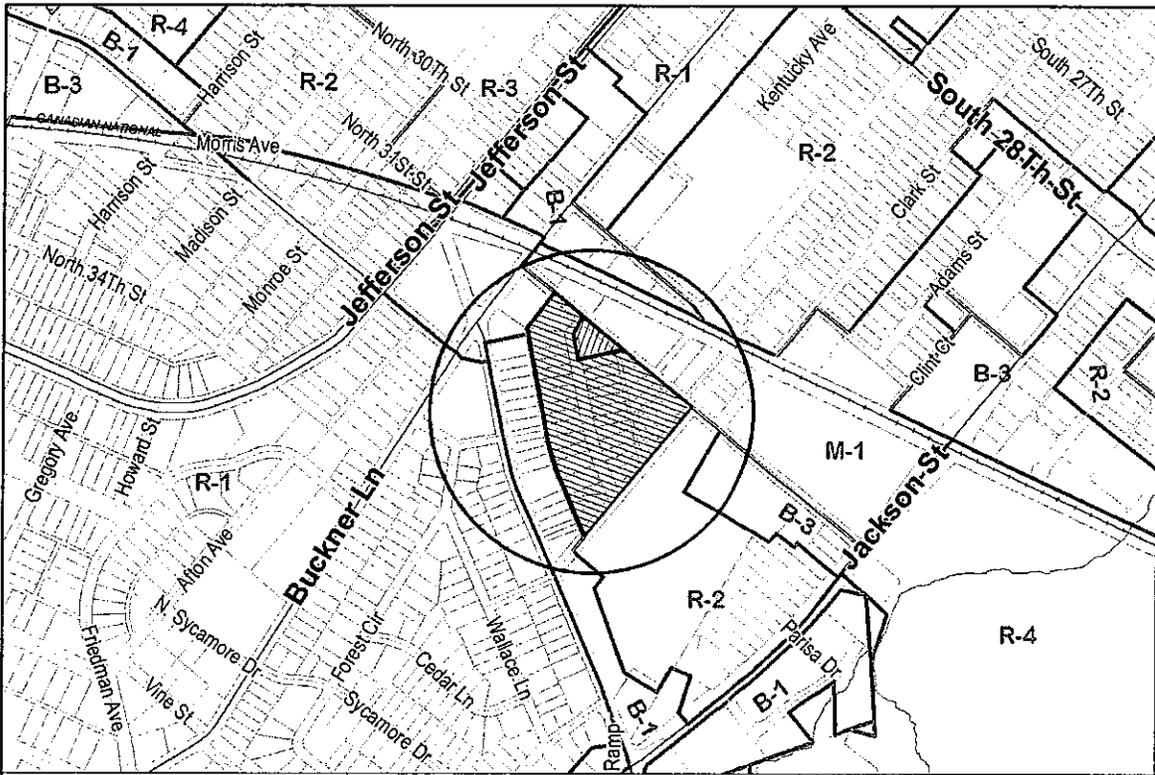
SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	B-3	Retail and restaurant uses
SOUTH	R-2	Paducah Middle School campus
EAST	M-1	Industrial and office uses
WEST	B-1	Commercial

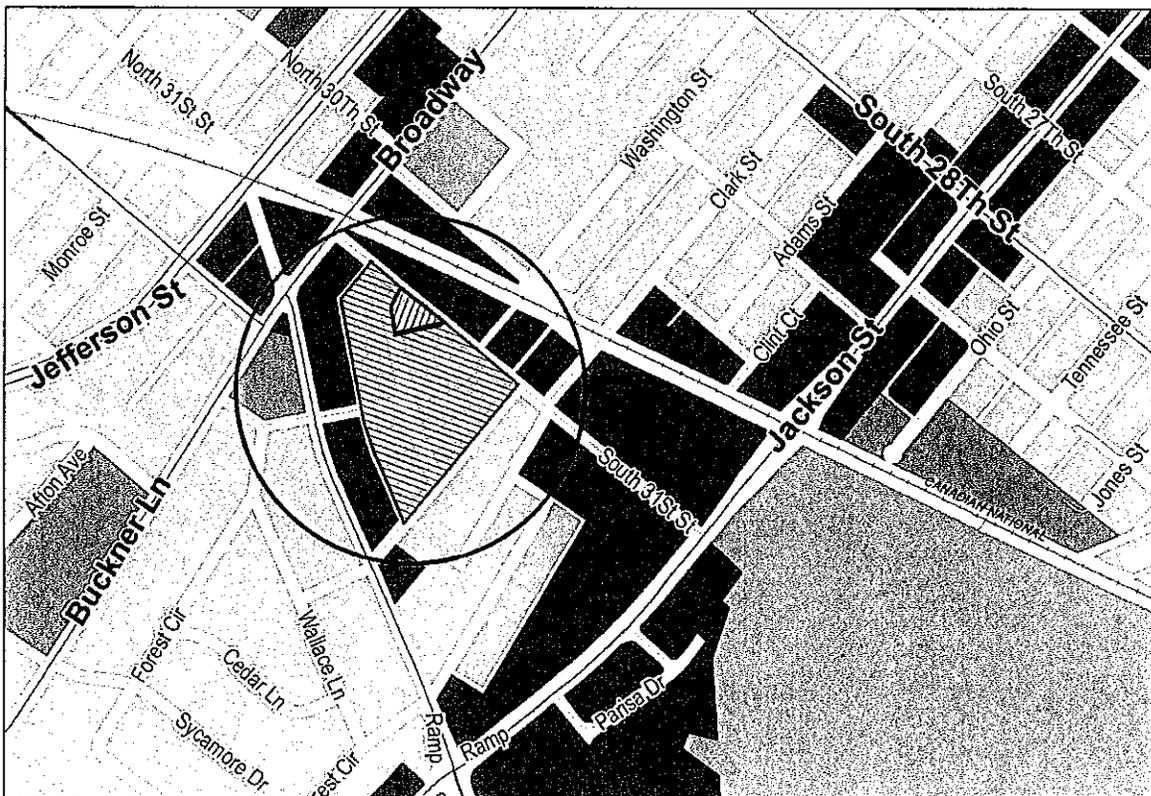
STATUTORY REQUIREMENTS      KRS 100.213      [EMPHASIS ADDED]

“Before any map amendment is granted, the planning commission or the legislative body or fiscal court must find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one or more of the following apply and such finding shall be





Zoning Base Map: site cross-hatched & circled



Comprehensive Plan Map: site crosshatched and circled

**Section 126-106 Convenience and Service Zone, B-1.**

*The purpose of this zone is to provide convenient shopping areas to serve nearby residential areas.*

- (1) *Principal permitted uses.*
  - a. *Any use permitted in the R-4 zone (except all new residential structures shall comply with the R-4 zone yard requirements)*
  - b. *Home occupations*
  - c. *Hotels and motels*
  - d. *Funeral homes*
  - e. *Commercial greenhouses*
  - f. *Assembly buildings of fraternal, professional and labor organizations*
  - g. *The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:*
    1. *Retail establishments (product processing is allowed only if the products are sold at retail on the premises)*
    2. *Personal and convenience service establishments*
    3. *Shoe store and repair shop*
    4. *Tailor shop*
    5. *Theater*
- (2) *Conditionally permitted uses. The Board of Adjustment shall determine that the listed uses will not be detrimental to adjacent residential property via excessive noise, light, odor, traffic congestion or vibration.*
  - a. *Automobile rental, sales or service*
  - b. *Drive-in establishments*
  - c. *Other similar but undefined uses*
- (3) *Minimum yard requirements.*
  - a. *Front yard. None, except for arterial highway strip commercial uses, for which a minimum front yard of 25 feet shall be provided.*
  - b. *Side yard. None, except for arterial highway strip commercial uses; for such uses the side yards shall not be less than 12 feet except that any side yard abutting a residential district shall not be less than 25 feet.*
  - c. *Rear yard. None, except for arterial highway strip commercial uses; for such uses a rear yard of ten feet shall be provided; if such use is serviced from the rear or if it abuts a residential district, a rear yard of not less than 30 feet shall be provided.*
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Looking South on South 31<sup>st</sup> Street



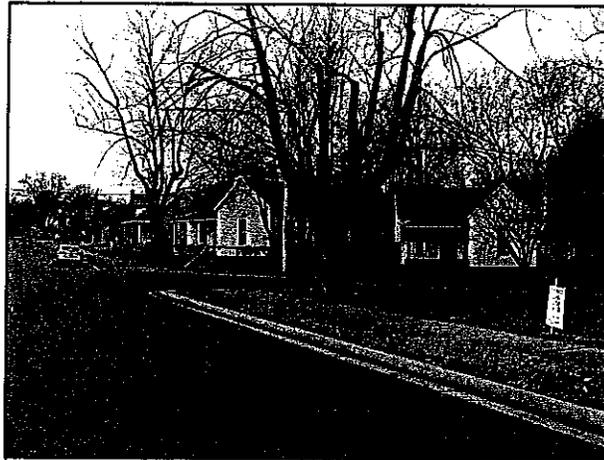
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