



CITY COMMISSION MEETING
 AGENDA FOR FEBRUARY 25, 2014
 5:30 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE-Jack Hutcheson, Clark Elementary 5th Grader

ADDITIONS/DELETIONS

PRESENTATION: 1) Annual Pilot Payment - Cal Ross
 2) Paducah Dogwood Trail 50th Anniversary Preview – DABNEY HAUGH/CAROL VANDERBOEGH

| | |
|------|---|
| I. | <u>MINUTES</u> |
| II. | <u>APPOINTMENTS</u> |
| | A. Paducah Human Rights Commission |
| | B. Nuisance Code Enforcement Board |
| | C. Paducah – McCracken County Urban Renewal & Community Development Board |
| III. | <u>MOTIONS</u> |
| | A. R & F Documents |
| IV. | <u>MUNICIPAL ORDERS</u> |
| | A. Personnel Actions |
| | B. Approve Application for Cycle Kids – Fit Kids Are Happy Kids Grant – S. ERVIN |
| | C. Ky Heritage Council – Certified Local Government Grant – S. ERVIN |
| V. | <u>ORDINANCES – ADOPTION</u> |
| | A. Accept KLC Safety Grant Award – S. ERVIN |
| | B. Approve Agreement with Paducah Police Department Bargaining Unit – C. MEDFORD |

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| | | C. Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 – C. MEDFORD |
| | | D. Agreement for Professional Inspection Services with ICA Engineering for the Greenway Trail Phase II Underpass – R. MURPHY |
| | | E. Authorize Contract for Concrete Ready-Mix – R. MURPHY |
| | VI. | <u>ORDINANCES – INTRODUCTION</u> |
| | | A. Approve Memorandum of Understanding with Higdon Development – S. ERVIN |
| | | B. Authorize Change Order #1 for the Ohio River Boat Launch Project – R. MURPHY |
| | | C. Closure of a Portion of Ridgewood from Topeka to Olympia – R. MURPHY |
| | | D. Closure of a Portion of an Alley from Bethel toward Main Street – R. MURPHY |
| | VII. | <u>CITY MANAGER REPORT</u> |
| | | A. “Citizen Survey Community Engagement/Neighborhood Revitalization Committee Updates” – P. SPENCER |
| | VIII. | <u>MAYOR & COMMISSIONER COMMENTS</u> |
| | IX. | <u>PUBLIC COMMENTS</u> |
| | X. | <u>EXECUTIVE SESSION</u> |

BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION

- Appointment
 Reappointment
 Joint Appointment
 Joint Reappointment

NAME: RAFAEL BANKS

NAME OF BOARD OR COMMISSION: _____

HUMAN RIGHTS COMMISSION

DATE TO BE PLACED ON AGENDA: FEB 25, 2014

EXPIRATION OF TERM DATE: JULY 24, 2015

APPOINTEE'S HOME ADDRESS:

Street: 710 SOUTH 13th Street

City/Zip: Paducah, KY 42001

Phone: 270-210-6412

Email Address: banksrafael15@yahoo.com

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: DAVID WHITE

- Thank you
 Resigned

ADDRESS: 1400 BROADWAY

- Term Expired
 Other (explain)

City/Zip: Paducah, Ky 42001

Appointee Confirmation: Date: 2-5-14 By: Bernice Belt

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Steven Smith

NAME OF BOARD OR COMMISSION: _____

HUMAN RIGHTS COMMISSION

DATE TO BE PLACED ON AGENDA: February 25, 2014

EXPIRATION OF TERM DATE: February 25, 2017

APPOINTEE'S HOME ADDRESS:

Street: 125 Pershing Way

City/Zip: Paducah, KY 42003

Phone: 270-748-8733

Email Address: steve.smith@c21service.com

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 1-13-14 By: Bernice Belt

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Beverly McKinley

NAME OF BOARD OR COMMISSION: Nuisance Code Enforcement Board

DATE TO BE PLACED ON AGENDA: February 25, 2014

EXPIRATION OF TERM DATE: February 26, 2017

APPOINTEE'S HOME ADDRESS:

Street: 117 North 2nd Street, Unit 205

City/Zip: Paducah, KY 47001

Phone: 270-442-2698

Email Address: phplaza@vci.net

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 2/20/14 By: Lindsay Parish

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Tippam Askew - Robinson

NAME OF BOARD OR COMMISSION: Paducah - McCracken Co.

Urban Renewal & Community Development

DATE TO BE PLACED ON AGENDA: February 25, 2014

EXPIRATION OF TERM DATE: February 23, 2018

APPOINTEE'S HOME ADDRESS:

Street: 351 Ashbrook Ave. (PO Box 296)

City/Zip: Paducah, Ky 42002

Phone: work: 270 534-3420

Email Address: jaskewgibson0001@kctcs.edu

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 2/20/14 By: Charles Doherty
~~_____~~

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

I move that the following documents be received and filed:

DOCUMENTS

1. Certificates of Liability Insurance
 - a. A & K Construction, Inc.
 - b. Central Paving Company of Paducah
 - c. Crouch Building Associates
 - d. D & D Construction of Paducah
 - e. Smith Builders

2. Commissioner's Deeds:
 - a. 1200 Hampton Avenue
 - b. 1243 North 13th Street

3. Agreements/Contracts:
 - a. Promissory Note between Paducah Golf Commission and the City of Paducah, Kentucky for capital improvement project and equipment needs for the Paxton Park Municipal Golf Course (ORD # 2013-12-8109)
 - b. Financial Advisor Engagement Contract with Hilliard Lyons for project bonds (ORD # 2013-09-8074)
 - c. Change Order Number 1 with Aquatic Renovation Systems, Inc. for the Noble Park Pool Rehabilitation Project
 - d. Settlement Agreement and Mutual Release with Aquatic Renovation Systems for the Noble Park Pool Rehabilitation Project

4. Paducah Power System Electric Rates for February 2014

5. City of Paducah Financial Report for the period ending September 30, 2013

6. City of Paducah Financial Report for the period ending December 31, 2013

7. Continuation Certificate with Western Surety Company for Excavating Permit bond for Ray Black & Sons, Inc.

BIDS

ENGINEERING-PUBLIC WORKS DEPARTMENT

1. Bid for Concrete Ready-Mix 2014-2015
 - a. Federal Materials *
 - b. Kotter Ready-Mix – Bidder Disqualified

PARKS DEPARTMENT

1. Bid for Exclusive Beverage Rights for Paducah Parks Facility
 - a. COCA-COLA
 - b. Pepsi MidAmerica *

* Denotes Winning Bid

CITY OF PADUCAH
February 25, 2014

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
February 25, 2014

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

| | <u>PREVIOUS POSITION AND BASE RATE OF PAY</u> | <u>CURRENT POSITION AND BASE RATE OF PAY</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|-------------------------|---|--|---------------|-------------|-----------------------|
| <u>FIRE SUPPRESSION</u> | | | | | |
| Denton, David A | Fire Lieutenant \$15.78/Hr | Fire Captain \$16.57/Hr | NCS | Non-Ex | November 6, 2013 |
| Denton, David A | Fire Captain \$16.57/Hr | Fire Lieutenant \$15.78/Hr | NCS | Non-Ex | December 3, 2013 |

NEW HIRE - FULL-TIME (FT)

| | <u>POSITION</u> | <u>RATE</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|---------------------|---------------------------|-------------|---------------|-------------|-----------------------|
| <u>PLANNING</u> | | | | | |
| Winchester, Melinda | Downtown Development Spec | \$24.76/Hr | NCS | Ex | March 6, 2014 |

Agenda Action Form Paducah City Commission

Meeting Date: 25 February 2014

Short Title: Cycle Kids – Fit Kids Are Happy Kids Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Amie Clark; Sheryl Chino
Presentation By: Mark Thompson; Steve Ervin

Background Information: *The Cycle Kids – Fit Kids Are Happy Kids* program is a three-year program designed to promote good health in a holistic fashion through nutrition, physical activity, intellectual stimulation, and emotional well-being. *Cycle Kids* uses a comprehensive curriculum incorporating physical activity, reading, and writing skills that teach not just the skill and safe practices of riding a bike, but also how to make good nutrition choices. The program is designed for 4th and 5th grade students during a physical education class or during an after school program and requires at least eight (8) class sessions for a minimum of one (1) hour per session. The cost of the program is \$15,000.

The Paducah Parks Department is proposing to bring the Cycle Kids program to Paducah by creating an after school program. The Cycle Kids grant will fund the cost of the program and a match requirement for the grant is not required. This program will enhance existing bike-friendly initiatives such as Bikes on Broadway, Bike Rodeo, and the development of the Greenway Trail. Recipients of the grant will be awarded bikes, helmets, and textbooks, as well as, support from the Cycle Kids program.

If the Commission desires to authorize the submission of the proposed grant, it must authorize and direct the Mayor and/or Mayor's Designee to submit and execute all documents necessary to do so, as well as, authorize the submittal of the grant application through the on-line Cycle Kids website by the Planning Department. If an award is offered, it will be brought before the Commission for consideration.

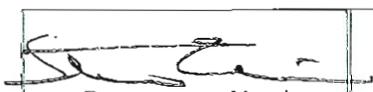
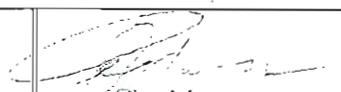
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:

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| Finance |
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Staff Recommendation: Approval

Attachments:

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|  Department Head | City Clerk |  City Manager |
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE EXECUTION OF AN ON-LINE GRANT APPLICATION TO OBTAIN A CYCLE KIDS - FIT KIDS ARE HAPPY KIDS PROGRAM GRANT, THROUGH CYCLE KIDS, IN THE AMOUNT OF \$15,000, TO BE USED BY THE PADUCAH PARKS DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the execution of an on-line grant application to obtain a Cycle Kids-Fit Kids Are Happy Kids Program Grant, through Cycle Kids, in the amount of \$15,000, to be used by the Paducah Parks Department to create an after school program which will teach the skills and safe practices of riding a bike and how to make good nutrition choices. This grant does not require a local cash match.

SECTION 2. 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 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2014
'm0\grants\parks-cycle kids - 2-2014

Agenda Action Form Paducah City Commission

Meeting Date: 25 February 2014

Short Title: Certified Local Government Program (CLG) Grant

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Josh Sommer; Steve Ervin; Sheryl Chino

Presentation By: Steve Ervin

Background Information: Jointly administered by the Kentucky Heritage Council, State Historic Preservation Office and the National Park Service, Kentucky's Certified Local Government Program (CLG) is a local, state, and federal partnership that promotes historic preservation planning and protection of prehistoric and historic resources at the local level. The Kentucky Heritage Council allows for a variety of initiatives under the CLG grant program including archaeological surveys, national register nominations, and historic preservation education. The city is choosing to apply for historic preservation education funds.

The Paducah Planning Department is planning to utilize CLG funds to host a training event that includes the Commission Assistance & Mentoring Program (CAMP) and the Historic Preservation Mini-Conference. The CAMP program is hosted by the National Alliance of Preservation Commissions and Mini-Conference is hosted by the Kentucky Heritage Council. The event will provide approximately 16 training hours for the Paducah Planning Commission, HARC Board, Urban Renewal and Community Development Agency, Board of Adjustments, and staff. Approximately 175 will be attending the conference.

The total estimated cost to host the event is \$10,500. The CLG grant program requires a 40% match in either cash or in-kind services; therefore, making the city's match requirement total \$4,200. Matching funds will come in the form of cash from the PRA Training and Travel account. The city is applying for \$6,300 through the CLG grant program.

If the Commission desires to authorize the submission of the proposed grant, it must authorize and direct the Mayor and/or Mayor's Designee to submit and execute all documents necessary to do so. If an award is offered, it will be brought before the Commission for consideration.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:

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| Finance |
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Staff Recommendation: Approval

Attachments:

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|  Department Head |  City Clerk |  City Manager |
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A MATCHING GRANT IN THE AMOUNT OF \$6,300, THROUGH THE KENTUCKY HERITAGE COUNCIL/STATE HISTORIC PRESERVATION OFFICE AND NATIONAL PARK SERVICE FOR A CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT TO BE USED TO HOST A COMMISSION ASSISTANCE & MENTORING PROGRAM (CAMP) AND HISTORIC PRESERVATION MINI-CONFERENCE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a matching grant in the amount of \$6,300.00 through the Kentucky Heritage Council/State Historic Preservation Office and National Park Service for a Certified Local Government Program grant to be used to host a Commission Assistance & mentoring program and Historic Preservation mini-conference, for a total project cost of \$10,500.00.

SECTION 2. This grant will require a local cash match of \$4,200. These funds are included in the PRA Training and Travel account.

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 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 25, 2014
\\mo\grants\Kentucky Heritage Council 2-2014

Agenda Action Form Paducah City Commission

Meeting Date: February 18, 2014

Short Title: 2013-2014 Kentucky League of Cities (KLC) Insurance Services Safety Grant

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin, Rick Murphy, Chris Yarber, Cindy Medford, Sheryl Chino
Presentation By: Steve Ervin

Background Information: KLC Safety Grant Program was developed in 1999 as a way for members to stretch our safety budget. The program offers really two grants in one. It has a 50/50 matching funds safety grant program that will reimburse a city up to \$3,000 for prior-approved items/equipment that will reduce Workers' Compensation exposures, and another grant up to \$3,000 for prior-approved items/equipment that will reduce General Liability and Property exposures.

The application was originally approved by municipal order 1751. The City of Paducah has been awarded \$3,000.00 for the proposed project. The original total project cost was \$12,000.00 to purchase two security cameras and to cover the KMESHA training costs. The city had prepared an application requesting \$6,000.00. Because funding was reduced to \$3,000.00, the city will reduce the number of cameras and the number of staff attending the KMESHA training. This grant requires a 50/50 match; therefore, the city's financial obligation to the project is \$3,000.00 for a total project cost of \$6,000.00.

The grant requires authorization by the Paducah City Commission to allow the Mayor to execute all grant related documents.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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| Funds Available: | Account Name: 2014 KLC Safety Project Number: MR0061 Account Number: 001-0501-514.42-157 (Camera Portion) 001-3511-513.38-01 (Training Portion) Project Number: 6.254 CFDA: N/A | Finance |
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Staff Recommendation: Approval

Attachments:

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| Department Head | City Clerk | City Manager |
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Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2014

Short Title: Paducah Police Department Bargaining Unit Agreement (FOP)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Anthony Copeland, Brandon Barnhill, Cindy Medford, Jon Perkins, Audra Herndon, Heather Rushing, Jeff Pederson, Stacey Grimes, Brian Krueger, Adrienne Gleeson
Presentation By: Cindy Medford, Brandon Barnhill

Background Information: The current contract with the Paducah Police Department Bargaining Unit, expires June 30, 2014. Negotiations on the new contract began on January 10, 2014 and concluded on January 28, 2014. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the previous FOP contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2014 – June 30, 2017)
 - Updated wage table to include proposed wage increases
 - Dues Deduction section changed to reflect fair share language
 - Shift Assignment section changed permanent vacancy from 6 months to 3 months
- Wages
 - Workweek and Overtime changed retired officer witness pay to \$40 day from \$25 day
 - Include \$.70 hour in the wage tables for Sergeants
 - Proposed annual increases of 1.0%, 1.5%, 2.0% in 2014, 2015, 2016 respectively
 - Wage Rates to add longevity pay as follows:
 - July 1, 2014 Additional \$.25 hour to Members with 10 or more years of service
 - July 1, 2015 Additional \$.25 hour to Members with 15 or more years of service
 - July 1, 2016 Additional \$.25 hour to Members with 20 or more years of service

- Total wage and fringe benefit increase impact over the three year period is estimated to be \$434,000. The calculation considers maintaining current staffing levels.
- Sick Leave
 - Reflects changes to CERS Retirement Time Purchase instituted by the State
 - Change the date of Payment Alternative payout
 - Change the minimum amount of time charged for sick leave to one-quarter hour from one hour
- Military Leave
 - Reflects changes to City Policy in order to comply with Federal Law.
- Life Insurance
 - Increase of double indemnity in-the-line-of-duty death benefit to \$50,000 from \$25,000. This increase will be accomplished through self-insurance via an annual set aside in the budget process.

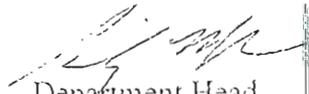
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

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|  2/14/2014 Finance |
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Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the Paducah Police Department Bargaining Unit.

Attachments: Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit.

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|  Department Head | City Clerk | City Manager |
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Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2014

Short Title: The Professional Fire Fighters of Paducah Agreement (IAFF)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Barry Carter, Steve Kyle, Cindy Medford, Jon Perkins, Audra Herndon, Heather Rushing, Jeff Pederson, Adrienne Gleeson
Presentation By: Cindy Medford, Steve Kyle

Background Information: The current contract with the Professional Fire Fighters of Paducah, expires June 30, 2014. Negotiations on the new contract began on January 21, 2014 and concluded on January 29, 2014. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the previous IAFF contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2014 – June 30, 2017)
 - Updated table of contents
 - Updated wage table with proposed wage increases
- Life Insurance:
 - Added \$50,000 double indemnity in-the-line-of-duty-death benefit, to remain the same as any other public safety employee. Coverage will be obtained through Anthem Life keeping life insurance at \$12,500 and adding \$25,000 indemnity. The remaining \$25,000 will be self-insured with a special annual set aside in the budget process.
- Acting Pay:
 - Exclude training assignments lasting longer than 10 consecutive shifts from qualifying the substituting employee for Acting Pay.
 - Give Captains acting as Assistant Chief \$.70 hour additional pay distributed as follows: \$.50 hour to Acting AC #1; \$.15 hour to Acting AC #2; \$.05 hour to Acting AC #3.
 - Defines the selection process for Relief Driver as based on seniority and by recommendation of the appropriate Captain.
- Sick Leave and Pay:
 - Moves payment of Sick Leave Payment Alternative to no later than the second paycheck in February.

- Injury in the line of duty resulting in Worker's Compensation:
 - New Article (Inserted as Article 18) Allows members to use 8 hours of sick leave (depending on availability) per week of injury to address pay disparity in workers' compensation calculation.
- Health and Safety
 - Added language indicating the City will adhere to federal guidelines in regards to medical spending accounts when depositing annual physical agility testing incentive money into such accounts.
- Concession Allowance
 - Clarification added that funds are distributed quarterly to each station.
- Wage Rates
 - 1%, 1.5%, and 2% wage increases in effect for each of the next 3 years beginning July 1, 2014.
 - Increased Captain wage base \$.28/hour
 - Total wage and fringe benefit increase impact over the three year period is estimated at \$378,000. The calculation considered maintaining current staffing levels.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

| | |
|--|----------------------|
|  | 2/14/2014 Finance |
|--|----------------------|

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the IAFF Bargaining Unit.

Attachments: Agreement between the City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters

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|--|------------|--------------|
|  Department Head | City Clerk | City Manager |
|--|------------|--------------|

Agenda Action Form Paducah City Commission

Meeting Date: February 18, 2014

Short Title: Greenway Trail Phase II Engineering Construction Inspection Agreement with ICA Engineering

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

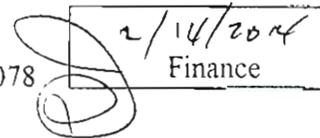
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On September 30, 2013, Harper Construction LLC, began construction of the Greenway Trail Phase II Project. Up to this point, work has been focused on the concrete trail construction on the Floodwall levee. Due to weather conditions, the construction of the Underpass was delayed until weather conditions could improve sometime in March or April of 2014. During construction of the Underpass, it is imperative that work be completed in full compliance with the Project's permits, design and specifications. Therefore, it is requested that during construction of the Underpass, professional engineering inspection services be conducted. As ICA Engineering (formerly Florence & Hutcheson) was the design engineer for the Project, ICA has agreed to provide professional engineering inspection services during the construction of the Underpass in an amount not to exceed \$35,000. The attached Agreement for Professional Inspection Services outlines the scope of work to be provided by ICA. Corporate Counsel has reviewed and approved this agreement.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Greenway Trail Phase II
Account Number: 040-8821-536-2307 PA0078

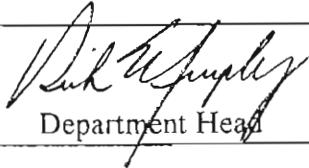


Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to enter into a Professional Service Agreement with ICA Engineering for construction inspection services associated with the Greenway Trail Phase II Project in an amount not to exceed \$35,000.00.

Attachments:

ICA Engineering Proposal and Engineering Service Agreement

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|  Department Head | City Clerk | City Manager |
|--|------------|--------------|

Agenda Action Form Paducah City Commission

Meeting Date: February 18, 2014

Short Title: Agreement for Concrete Ready-Mix for 2014-2015

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, Engr-Pub Works Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On February 13, 2014, sealed bids were opened and read aloud for the City of Paducah's purchase of Concrete Ready-Mix. This contract will be utilized to obtain Concrete Ready-Mix required for various construction projects, street repair and miscellaneous projects within the City of Paducah for the 2014 and 2015 calendar year. Two bids were received, with one bid being disqualified. Therefore, the qualified bid of The Federal Materials Co., LLC, is recommend to be accepted for the unit prices as shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2015. The contract has the option for an additional one-year renewal, ending December 31, 2016, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:
Project Number:

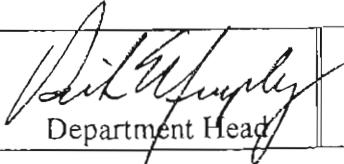
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|  2/14/2014 Finance |
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Staff Recommendation:

To receive and file the bids submitted for the 2014-2015 Concrete Ready-Mix Contract and adopt an Ordinance authorizing the Mayor to enter into an agreement with The Federal Materials Co., LLC, for the unit prices listed on the attached bid tab for the 2014 and 2015 calendar year ending December 31, 2015; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2016 calendar year ending December 31, 2016, upon the mutual agreement of both parties

Attachments:

Advertisement, Bids, Bid Tab, proposed Contract

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|  Department Head | City Clerk | City Manager |
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Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2013

Short Title: Lakewood Villa – Infill Development Agreement – Section 2

Ordinance Emergency Municipal Order Resolution
Staff Work By: Stephen Ervin
Presentation By: Stephen Ervin

Background Information:

Phil Higdon is requesting infill development incentives for Section 11 of Lakewood Villa. Lakewood Villa Section 1 is a 64-unit Condominium development located on Bleich Road. Section 1 is complete. Lakewood Villa Section 2 is in compliance with the following Infill Development findings:

- That a Residential Development Agreement will increase residential development in the City of Paducah.
- That the City of Paducah's economic well-being is related to and in many respects dependent upon, sustained growth of its population and tax revenue base through development of vacant properties.
- That a Residential Development Agreement will encourage development of single-family owner-occupied housing on vacant, orphaned, or underutilized land located in the mature portions of Paducah where infrastructure and services are in place.
- That a Residential Development Agreement will encourage infill development that may have been underutilized or blighted, helping to catalyze revitalization.
- That infill residential development will increase the revenue tax base necessary to meet various capital needs, especially in the area of public safety, maintain infrastructure and facilities, promote economic development, and will aid in the maintenance of existing infrastructure and facilities.
- That a Residential Development Agreement will help maintain growth through infill development, which encourages a healthy economy.
- That a Residential Development Agreement will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibilities of becoming a designated urbanized area.

The 10-year infill development agreement allows the City to reimburse the developer for the actual costs incurred in connection with the construction of qualified "municipal facilities" (streets, gutters, and other public infrastructure) within the proposed development, in an amount not to exceed the total cost of facilities or the total sum of all ad valorem real property taxes collected by the City from the property, whichever is less, over a ten year period.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:

Finance

Staff Recommendation:

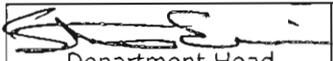
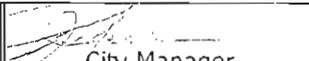
Approve agreement

Other Recommendation:

Motion:

Attachments:

Agreement
Map

| | | |
|--|------------|--|
|  Department Head | City Clerk |  City Manager |
|--|------------|--|

ORDINANCE 2014 -3-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITY OF PADUCAH, KENTUCKY AND HIGDON DEVELOPMENT, INC., WITH RESPECT TO THE RESIDENTIAL DEVELOPMENT OF PROPERTY WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF PADUCAH AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH MEMORANDUM OF UNDERSTANDING.

WHEREAS, the City of Paducah is charged with the responsibility of overseeing the proper and orderly development of vacant or underutilized properties located within it's corporate boundaries and of insuring the integrity and quality of it's existing residential neighborhoods; and

WHEREAS, the City of Paducah's economic well-being is related to and in many respects is dependent upon, sustained growth of it's population and tax revenue base through the development of vacant or underutilized properties; and

WHEREAS, Higdon Development Inc., a Kentucky corporation, (the "Developer") is the present owner of certain tracts of real estate located within the corporate boundaries of the City of Paducah and has expressed an intent to purchase or acquire another tract of real estate located within the corporate boundaries of the City of Paducah, upon which the Developer proposes to construct a condominium/multi-family residential development, which real estate is generally bounded by Bleich Road, Lakewood Drive, Ridgewood Street and east of K-Mart, in the City of Paducah, McCracken County, Kentucky (the "Property"); and

WHEREAS, the residential development will encourage development of vacant or underutilized land located in the mature portions of Paducah where infrastructure and services are in place; and

WHEREAS, the residential development will encourage infill development on property that may have been underutilized or blighted, helping to catalyze revitalization; and

WHEREAS, the residential development will help maintain growth through infill development, which encourages a healthy economy; and

WHEREAS, the residential development agreement will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibility of becoming a designated urbanized area; and

WHEREAS, in order to insure that the residential development will have a positive impact on the entire community and to encourage the public purpose of infill residential development, it is necessary and desirable that the City now authorize the Memorandum of Understanding by and among the City of Paducah and the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE

CITY OF PADUCAH, KENTUCKY, as follows:

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves the Memorandum of Understanding (the "MOU") among the City and the Developer in substantially the form attached hereto and is made a part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the MOU for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the MOU, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the MOU.

SECTION 2. 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 parts of this Ordinance.

SECTION 3. 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 the 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 Ordinance, to the extent of such conflict, are hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 5. 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:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 25, 2014

Adopted by the Board of Commissioners, March _____, 2014

Recorded by Tammara S. Sanderson, City Clerk, March _____, 2014

Published by the Paducah Sun, _____

\\ord\plan\mou-higdon dev-bleich rd

ORIGINAL

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding made and entered into on the _____ day of _____, 2014, by and between the **CITY OF PADUCAH, KENTUCKY** (the "City" or "City of Paducah"), a municipality of the second class and **HIGDON DEVELOPMENT, INC.**, a Kentucky corporation (the "Developer").

WHEREAS, the Developer is the present owner of a certain tract of vacant real estate generally located at 451 Bleich Road in Paducah having acquired same by deed recorded in Deed Book 1059 page 407 in the McCracken County Clerk's office, located within the corporate boundaries of the City of Paducah, upon which Developer proposes to construct a residential development, which real estate is generally bounded by Bleich Road, Lakewood Drive, Ridgewood Street and east of K-Mart, in the City of Paducah, McCracken County, Kentucky (the "Phase I Property"); and

WHEREAS, the Developer is also the present owner of certain tracts of real estate generally located at 319 Bleich Road in Paducah having acquired same by deed recorded in Deed Book 1036 page 499, in the aforesaid clerk's office, and has expressed an intent to purchase or otherwise acquire another tract of real estate, which is 309 Bleich Road in Paducah, and more particularly described in the deed recorded in Deed Book 989 page 50, in the aforesaid clerk's office, all located within the corporate boundaries of the City of Paducah, upon which Developer proposes to construct a residential development, which real estate is generally bounded by the Phase I Property, Bleich Road, the Olympia Avenue area and east of K-Mart, in the City of Paducah, McCracken County, Kentucky (the "Phase II Property"); and

WHEREAS, the City of Paducah is charged with the responsibility of overseeing the proper and orderly development of vacant or underutilized properties located within its corporate boundaries and of insuring the integrity and quality of its existing residential neighborhoods; and

WHEREAS, the City of Paducah's economic well-being is related to and in many respects is dependent upon, sustained growth of its population and tax revenue base through the development of vacant or underutilized properties; and

WHEREAS, the residential development (as defined herein) will encourage development of multi-family housing on vacant or underutilized land located in the mature portions of Paducah where infrastructure and services are in place; and

WHEREAS, the residential development will encourage infill development on property that may have been underutilized or blighted, helping to catalyze revitalization; and

WHEREAS, the residential development will help maintain growth through infill development, which encourages a healthy economy; and

WHEREAS, the residential development will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibility of becoming a designated urbanized area; and

WHEREAS, in order to insure that the residential development will have a positive impact on the entire community and to encourage the public purpose of infill residential development, it is necessary and desirable that the City now authorize the Memorandum of Understanding by and among the City of Paducah and the Developer.

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:

A. Developer agrees to the following:

1. To acquire fee ownership of 309 Bleich Road prior to Developer's submittal to the Paducah Planning Commission (the "Planning Commission") a preliminary subdivision plat for the residential development of the Phase II Property.

2. Develop a residential development on the Phase I Property and the Phase II Property in separate phases for the exclusive use as a condominium/multiple-family residential development and construct and install all public improvements within the residential development in accordance with the final subdivision plat or plats approved by the Planning Commission, the subdivision plans and stormwater management plan as approved by the City Engineer, and all applicable subdivision regulations as set forth in Chapter 102 (the Subdivision Ordinance) of the *Code of Ordinances of the City of Paducah, Kentucky* (the "residential development"). For the purposes of this Memorandum of Understanding, public improvements shall include: streets, sidewalks, curbs, gutters, storm sewers and storm water conveyance system, water supply and distribution facilities, sanitary sewer facilities, electric distribution facilities, street lights and survey monumentation. The residential development on the Phase I Property and the Phase II Property do not have to be completed simultaneously; provided, however, the Infill Agreement (as defined herein) relative to the Phase I Property must be executed within one (1) year from the date of this Memorandum of Understanding and the Infill Agreement (as defined herein) relative to the Phase II Property must be executed within five (5) years from the date of this Memorandum of Understanding.

3. Submit to the Planning Commission for approval preliminary subdivision plats for the residential development on the Phase I Property and on the Phase II Property.

4. Submit to the Planning Commission for approval final subdivision plats for the residential development on the Phase I Property and on the Phase II Property.

5. Submit to the City Engineer for approval the subdivision plans and stormwater management plans for the residential development on the Phase I Property and the Phase II Property in compliance with the Subdivision Ordinance.

6. Restrict the use and development of the Phase I Property and the Phase II Property to only condominium/multi-family residential units, which covenant shall run with the land and shall be binding on all parties claiming under and through the Developer, unless cancelled, altered or amended by a writing entered into by the Developer, or its successors, and

the City of Paducah. This covenant on the use and development of the Phase I Property and the Phase II Property shall be incorporated in the covenants and restrictions of the Phase I Property and the Phase II Property, which will be filed with the applications for the preliminary and final subdivision plats of the residential development and ultimately placed of record in the McCracken County Clerk's office.

7. Submit to the Planning Commission an application for a Conditional Use permit to utilize the R-2 Zone properties for condominium/multi-family residential development.

B. City agrees to the following:

1. In consideration of the commitments and agreement of the Developer set forth above, the City agrees that upon the approval of the final subdivision plat for the residential development on the Phase I Property and acceptance of all public improvements as defined in paragraph A (2) above to be constructed and installed by Developer on the Phase I Property, and simultaneous thereto, the City of Paducah agrees to approve and enter into a residential infill development agreement in substantially the same form as attached hereto as **Exhibit A** (the "Infill Agreement") with the Developer as to the Phase I Property.

2. In consideration of the commitments and agreement of the Developer set forth above, the City agrees that upon the approval of the final subdivision plat for the residential development on the Phase II Property and acceptance of all public improvements as defined in paragraph A (1) above to be constructed and installed by Developer on the Phase II Property, and simultaneous thereto, the City of Paducah agrees to approve and enter into the Infill Agreement with the Developer as to the Phase II Property.

3. The Infill Agreement for both the Phase I Property and the Phase II Property shall evidence the City's agreement to reimburse the Developer for the actual and reasonable initial costs and expenses incurred by the Developer to construct and install the public improvements within the residential development to be developed on the Phase I Property and the Phase II Property, which public improvements are to be acquired and owned by the City, up to an amount not to exceed the total amount of ad valorem real property taxes assessed and collected by the City over a ten (10) year period, commencing with the execution of the Infill Agreement for the Phase I Property and the Infill Agreement for the Phase II Property, from the residential development constructed on the Phase I Property and the Phase II Property, respectively. In the event the conditions precedent to the execution of the Infill Agreement for the Phase I Property are not satisfied fully within one (1) year of the date of this Memorandum of Understanding and the Infill Agreement for Phase I Property is not executed within this time frame, then the City's obligation to enter into the Infill Agreement for the Phase I Property shall automatically terminate and be of no further force and effect. In the event the conditions precedent to the execution of the Infill Agreement for the Phase II Property are not satisfied fully within five (5) years of the date of this Memorandum of Understanding and the Infill Agreement for Phase II Property is not executed within this time frame, then the City's obligation to enter into the Infill Agreement for the Phase II Property shall automatically terminate and be of no further force and effect.

4. The City shall have no obligation whatsoever to reimburse the Developer in excess of the total amount of ad valorem real property taxes actually collected and received by the City annually during each year of the ten (10) year period from the Phase I Property or the Phase II Property, respectively. Further, the City's obligation to reimburse the Developer for eligible costs and expenses applicable to the Phase I Property and Phase II Property, respectively, shall automatically terminate upon payment in full of all such eligible costs and expenses or at the end of the ten (10) year period, whichever occurs first.

C. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

1. **Assignment.** This Memorandum of Understanding 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 Developer shall not assign his rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

2. **Merger Clause.** It is agreed and understood between the parties that this Memorandum of Understanding represents the entire and exclusive agreement between the parties and that all prior representations, covenants, warranties, understandings and agreements are merged herein. This Memorandum of Understanding may only be modified in writing executed by all parties hereto.

3. **Construction.** This Memorandum of Understanding shall be governed and construed under the laws of the Commonwealth of Kentucky.

4. **Assurances.** The City and the Developer agree to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

5. **Amendments.** This Memorandum of Understanding may not be modified or amended unless in writing signed by both parties hereto.

6. **Execution and Delivery.** This Memorandum of Understanding shall be of no force or effect unless and until it shall have been executed by both the City and the Developer and approved by the governing body of the City of Paducah.

7. **Time.** All times referred to herein shall be strictly construed, as all of such times shall be deemed of the essence.

[For signatures see following pages.]

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

DEVELOPER:

CITY:

HIGDON DEVELOPMENT, INC.

CITY OF PADUCAH, KENTUCKY

By  _____
Philip Higdon, Vice-President

By _____
Gayle Kaler, Mayor

Date: _____

Date: _____

EXHIBIT A
Residential Infill Development Agreement

THIS INFILL DEVELOPMENT AGREEMENT (the "Infill Agreement") made and executed on this ____ day of _____, 20__, by and between the City of Paducah, Kentucky, a city of the second class, 300 South Fifth Street, Paducah, Kentucky 42003 (hereinafter referred to as "City") and Higdon Development, Inc. (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Board of Commissioners adopted Ordinance # _____ authorizing the approval of a Memorandum of Understanding (the MOU) between Higdon Development, Inc. as the Developer and the City of Paducah, which MOU is dated _____, 2014; and

WHEREAS, the Developer is the owner of a tract of real property consisting of _____ acres, which is located in Paducah, Kentucky, a document describing real property is set forth in the final plat which is entitled "Final Plat of the _____" survey dated _____ by _____ is attached thereto (the "final plat"); and

WHEREAS, the Developer has obtained final subdivision approval for the Developer's development of said tract of property as a subdivision for residential purposes from the Planning Commission on _____ and by the Board of Commissioners on _____. Ordinance # _____, which approval is evidenced by the final plat recorded in plat section _____, page # _____, in the McCracken County Clerk's office; and

WHEREAS, the Board of Commissioners of the City of Paducah finds:

That an Infill Agreement with the Developer will increase residential development in the City of Paducah.

That the City of Paducah's economic well-being is related to and in many respects dependent upon, sustained growth of its population and tax revenue base through development of vacant or underutilized properties.

That an Infill Agreement will encourage development of multi-family housing on vacant or underutilized land located in the mature portions of Paducah where infrastructure and services are in place.

That an Infill Agreement will encourage infill development on property that may have been underutilized or blighted, helping to catalyze revitalization.

That infill residential development will increase the revenue tax base necessary to meet

various capital needs, especially in the area of public safety, maintain infrastructure & facilities. promote economic development and will aid in the maintenance of existing infrastructure & facilities.

That an Infill Agreement will help maintain growth through infill development, which encourages a healthy economy.

That an Infill Agreement will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibility of becoming a designated urbanized area; and

WHEREAS, the City desires to provide municipal services to benefit the Developer's residential development and ultimately to the residents to be located therein, but requests the Developer to construct, at the Developer's cost, the public infrastructure and improvements which are necessary for the provision of such municipal services, including streets, gutters and other public improvements depicted on the final plat, which upon completion and acceptance by the City will become the property of the City; and

WHEREAS, for reason that such public infrastructure and improvements will become the property of the City upon completion of construction and acceptance by the City, the City is agreeable to reimbursing the Developer for the costs and expenses (\$ _____ per _____) incurred by the Developer to construct and install such infrastructure and improvements within the residential development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes collected by the City from property located within the residential development for a period of ten (10) years, commencing with the execution of the Infill Agreement, the lesser to apply.

NOW, THEREFORE, in consideration of the foregoing provisions and for other valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Construction of public infrastructure and improvements. The Developer shall construct and install within the residential development the public infrastructure and improvements which are necessary for the provision of municipal services by the City in accordance with the final plat, the subdivision plans and stormwater management plan as approved by the City Engineer and all applicable subdivision regulations as set forth in Chapter 102 (the Subdivision Ordinance) of the *Code of Ordinances of the City of Paducah, Kentucky*, which shall include streets, gutters, storm sewers and a storm water conveyance system (hereinafter referred to as "Municipal Facilities"). All Municipal Facilities shall be located in public right-of-ways dedicated by the final plat. The City Engineer shall have the right to inspect all construction of the Municipal Facilities during the construction process to ensure that construction of the Municipal Facilities are in compliance with the final plat, the subdivision plans and stormwater management plan as approved by the City Engineer and the Subdivision Ordinance.

2. Acceptance by the City. Upon completion of construction of the

Municipal Facilities, and acceptance of the Municipal Facilities by the City Engineer, the City shall accept the Municipal Facilities, at which time the Municipal Facilities shall be deemed the sole and exclusive property of the City. Upon such acceptance, the City shall thereafter maintain the Municipal Facilities at the City's costs. Notwithstanding the foregoing, it is agreed and understood by and between the parties that the City shall not be obligated to accept the Municipal Facilities which are not constructed in accordance with the final plat, the subdivision plans and stormwater management plan as approved by the City Engineer and the Subdivision Ordinance.

3. Reimbursement to the Developer for costs and expenses of constructing the Municipal Facilities. In consideration of the Developer's construction of the Municipal Facilities which are to become the property of the City, the City hereby agrees to reimburse the Developer for the actual and reasonable initial costs and expenses incurred by the Developer to construct and install the Municipal Facilities to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected by the City from the City's levy and tax on the residential development for a period of ten (10) years commencing with the execution of the Infill Agreement, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

- A. Eligibility for reimbursement. Only actual costs and expenses incurred by the Developer in the construction of the Municipal Facilities which are constructed in accordance with the final plat, the subdivision plans and stormwater management plan as approved by the City Engineer and the Subdivision Ordinance shall be eligible for reimbursement. The determination of which costs and expenses are eligible and whether construction was made in accordance with the final plat, the subdivision plans and stormwater management plan as approved by the City Engineer and the Subdivision Ordinance shall be made by the City Engineer in his reasonable discretion.
- B. Time of request. The Developer shall only be entitled to make a request for reimbursement at that point in time when the Developer has fully completed construction of all of the Municipal Facilities. Any request for reimbursement shall be filed with the City on or before May 31 of any calendar year.
- C. Request for reimbursement. Any request for reimbursement shall be in written form. Each request shall itemize the costs and expenses which were incurred by the Developer in the construction of the Municipal Facilities. Such itemization shall first describe the Municipal Facilities which were constructed, then describe the material and labor incurred in the construction of such facilities and thereafter an itemization of the costs and expenses relating to same. The Developer shall attach to each request supporting documentation that verifies the costs and expenses incurred by the Developer in the construction of the Municipal Facilities. The Developer shall also provide to the City Engineer any other documentation

requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

- D. Review and approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the costs and expenses as described in the request. As part of the evaluation, the City Engineer shall also make a determination that the Municipal Facilities were constructed in accordance with the final plat, the subdivision plans and stormwater management plan as approved by the City Engineer and the Subdivision Ordinance. In the event the City Engineer makes a determination that the Municipal Facilities, or any party thereof, were not constructed in accordance with said standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under the Infill Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with the Developer and any architect, engineer, contractor or subcontractor with whom the Developer associated with prior to or during the construction of the Municipal Facilities.
- E. Upon approval of eligibility of the costs and expenses of the Municipal Facilities, the City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to the Finance Department of the City of Paducah.
- F. Reimbursement from the Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in the residential development and actually collected and received by the City annually during each year of the ten (10) year period commencing with the execution of the Infill Agreement. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City annually during each year of the ten (10) year period, subject, however, to the following conditions:

- (1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the taxes actually collected and received by the City during the ten (10) year period. In the event such sum total amount exceeds the sum total of eligible costs and expenses, the City's obligation of reimbursement shall terminate upon full payment of such costs and expenses.
- (2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.
- (3) Only taxes actually received and collected by the City during the aforesaid ten (10) year period following the effective date of this Agreement shall be utilized in determining the reimbursement hereunder. Any taxes collected prior to or after such ten (10) year period shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills or in the event of any delinquency in payment.

4. Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

5. Arbitration. Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

- (a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.
- (b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.
- (c) The decision in writing of the arbitrator, when filed with the parties hereto,

shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

6. Miscellaneous provisions. The following miscellaneous provisions shall apply:
 - A. Notices. All notices provided for herein will be in writing and addressed to the parties.
 - B. Other rights and remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies, otherwise imposed or available by law.
 - C. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.
 - D. Entire Agreement. The Infill Agreement and the MOU expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein and in the MOU.
 - E. Amendments. The Infill Agreement may not be modified or amended unless by in writing signed by both parties hereto.
 - F. Time. All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.
 - G. Counterparts. The Infill Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
 - H. Successors and assigns. The Infill Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
 - I. Effective date of Agreement. The effective date of the Infill Agreement shall be the date that the Mayor of the City of Paducah executes the Infill

Agreement.

CITY OF PADUCAH, KENTUCKY

By _____
Gayle Kaler, Mayor

HIGDON DEVELOPMENT, INC.

By Phillip Higdon
Title V.P.

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Gayle Kaler, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this 20 day of February, 2014, by Phillip Higdon Vice President (title) on behalf of Higdon Development Inc.

My commission expires Jan. 17, 2016.

Jamara S. Brock
Notary Public, State at Large ID 458322

Agenda Action Form Paducah City Commission

Meeting Date: February 28, 2014

Short Title: Authorize Change Order #1 with Jim Smith Contracting Co., LLC,
for the Ohio River Boat Launch Project

Ordinance Emergency Municipal Order Resolution Motion

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

Background Information:

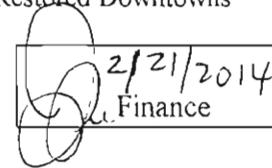
On April 20, 2013, Ordinance #2013-04-8028 was adopted authorizing the Mayor to execute a contract with Jim Smith Contracting Co., LLC, in the amount of \$2,588,465.78 for construction of the Ohio River Boat Launch Project. This Project was bid on a "Unit Price" basis and NOT "Lump Sum." During construction of the Project, it was determined that adjustments regarding various construction quantities were necessary.

Upon final reconciliation and tabulation of all construction items, the final contract amount increased by \$17,139.83 which is a 0.66 % increase above the original contract amount. Therefore, the new contract price will be \$2,605,605.61. The Contractor has completed all items of the contract responsibilities and this reconciliation Change Order reflects all final quantities utilized on the job site. The Project Account (PF0039) has sufficient funding to cover this expense.

If approval is granted by the Board of Commissioners, this Change Order documentation will be forwarded to the Kentucky Transportation Cabinet Office of Local Programs (KYTC-OLP) for official execution by the required KYTC representatives as required by the FHWA grant LPA process,

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Ohio River Boat Launch
Account Number: 040-3315-532-2307 PF0039



Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute Change Order #1 for the Ohio River Boat Launch Project authorizing the contract to be increased by \$17,139.83. Therefore, the new contract price will be \$2,605,605.61.

Attachments:

Original Ordinance, Change Order #1

| | | |
|--|------------|--------------|
|  Department Head | City Clerk | City Manager |
|--|------------|--------------|

CITY OF PADUCAH, KENTUCKY - LOCAL PUBLIC AGENCY
 CHANGE ORDER

Page: 1

Contract Id: 174 FHWA #DPR 0174-001
 Change Order No: #1 - Final Project Quantities
 Contractor: Jim Smith Contracting Co., LLC
 Address: 1108 Dover Road
Grand Rivers KY 42045

Project Sponsor: City of Paducah, Kentucky
 County: McCracken
 Project Number: 2008-01-122.01
 Project Name: Ohio River Boat Launch Project

Proposed Changes in Connection with Contract items:

| Item No. | Description | Quantity | Unit | Unit Price | Amount |
|-----------------------------|--|----------|------|------------|-------------|
| | See Attached Summary Sheet | | | | |
| | Change Order #1 & Final Project Quantities | | | | |
| <i>Total Contract Items</i> | | | | | \$17,139.83 |

Proposed items of Supplemental Agreement:

| Ref. No. | Description | Quantity | Unit | Unit Price | Amount |
|-------------------------------------|----------------|----------|------|------------|--------|
| | Not Applicable | | | | \$0.00 |
| <i>Total Supplemental Agreement</i> | | | | | \$0.00 |

Total Change Order Amount \$17,139.83

Time Extension/Explanation:
 Not Applicable

Reasons for Proposed Changes:
 Work has been completed. This Change Order summarizes the Final Contract Quantity Adjustments

Contractor: Jim Smith Contracting Co., LLC
 By:  2/12/14
 Date

Requested: _____
 Project Engineer Date
 Recommended: _____
 District LPA Coordinator Date

Approved: _____
 Mayor Date

Recommended: _____
 Commissioner of Rural & Municipal Affairs Date

Approved: _____
 LPA Signature Authority Date
 City Engineer-Public Works Director
 Title

Approved: _____
 Secretary of Transportation Cabinet Date

CITY OF PADUCAH, KENTUCKY

Ohio River Boat Launch Project Change Order #1 and Final Project Quantities

Contract Amount = \$2,588,465.78
 Change Order Amount = \$17,139.83
 New Contract Amount = \$2,605,605.61

Jim Smith Contracting Co., LLC
 1108 Dover Road
 Grand Rivers, KY 42045

| ITEM | DESCRIPTION | QTY | UNIT | CONTRACT AMOUNT | | TOTAL TO DATE | | % OF CONTRACT | CHANGE ORDER AMOUNT | |
|----------------------|---------------------------------------|-----------|-------|-----------------|-----------------------|---------------|-----------------------|---------------|---------------------|--------------------|
| | | | | UNIT PRICE | TOTAL | QUANTITY | TOTAL | | QUANTITY | TOTAL |
| 101 | Mobilization-Demobilization | 1.00 | LS | \$75,000.00 | \$75,000.00 | 1.00 | \$75,000.00 | 100% | 0.00 | \$0.00 |
| 102 | Maintain and Control Traffic | 1.00 | LS | \$10,000.00 | \$10,000.00 | 1.00 | \$10,000.00 | 100% | 0.00 | \$0.00 |
| 103 | Temporary Sit Fence | 3,200.00 | LF | \$3.35 | \$12,352.00 | 3,200.00 | \$12,352.00 | 100% | 0.00 | \$0.00 |
| 104 | Inlet Protection - 36" x 42" | 14.00 | Each | \$302.42 | \$4,233.88 | 14.00 | \$4,233.88 | 100% | 0.00 | \$0.00 |
| 105 | Ditch Check - 36" x 42" | 8.00 | Each | \$300.00 | \$2,400.00 | 0.00 | \$0.00 | 0% | -8.00 | -\$2,400.00 |
| 106 | #2 and/or #3 Stone | 255.00 | Tons | \$23.35 | \$5,954.25 | 0.00 | \$0.00 | 0% | -255.00 | -\$5,954.25 |
| 107 | Temporary Seeding and Protection | 22,775.00 | SY | \$0.25 | \$5,693.75 | 0.00 | \$0.00 | 0% | -22,775.00 | -\$5,693.75 |
| 108 | Construction Staking | 1.00 | LS | \$15,000.00 | \$15,000.00 | 1.00 | \$15,000.00 | 100% | 0.00 | \$0.00 |
| 109 | Clearing and Grubbing | 1.00 | LS | \$12,000.00 | \$12,000.00 | 1.00 | \$12,000.00 | 100% | 0.00 | \$0.00 |
| 110 | Roadway Excavation - Unclassified | 1,290.00 | CY | \$6.00 | \$7,740.00 | 1,290.00 | \$7,740.00 | 100% | 0.00 | \$0.00 |
| 111 | Borrow Excavation | 2,000.00 | CY | \$6.50 | \$13,000.00 | 2,000.00 | \$13,000.00 | 100% | 0.00 | \$0.00 |
| 112 | Embankment in Place | 14,889.00 | CY | \$12.95 | \$194,120.50 | 14,889.00 | \$194,120.50 | 99% | -12.00 | -\$1,573.43 |
| 113 | Granular Embankment in Place | 14,583.00 | CY | \$32.32 | \$472,472.56 | 14,481.42 | \$473,728.35 | 99% | -101.58 | -\$3,244.21 |
| 114 | Erosion Control Blanket | 7,805.00 | SY | \$1.25 | \$9,756.25 | 12,400.00 | \$15,500.00 | 159% | 4,595.00 | \$5,743.75 |
| 115 | Removing Topsoil and stockpiling | 717.00 | CY | \$3.75 | \$2,688.75 | 717.00 | \$2,688.75 | 100% | 0.00 | \$0.00 |
| 116 | Topsoil | 1,774.00 | CY | \$7.00 | \$12,418.00 | 1,774.00 | \$12,418.00 | 100% | 0.00 | \$0.00 |
| 117 | Geotextile Fabric - Type I | 8.00 | SY | \$42.93 | \$372.74 | 0.00 | \$0.00 | 0% | -8.00 | -\$372.74 |
| 118 | Geotextile Fabric - Type II | 24,100.00 | SY | \$1.32 | \$31,812.00 | 23,900.00 | \$31,248.00 | 99% | -200.00 | -\$664.00 |
| 201 | Asphalt Pavement Milling | 185.00 | Ton | \$55.00 | \$10,275.00 | 0.00 | \$0.00 | 0% | -185.00 | -\$10,275.00 |
| 202 | Asphalt Pavement - Surface | 753.00 | Ton | \$82.00 | \$62,748.00 | 753.00 | \$62,748.00 | 100% | 0.00 | \$0.00 |
| 203 | Asphalt Pavement - Base | 1,330.00 | Ton | \$75.00 | \$99,750.00 | 1,330.00 | \$99,750.00 | 100% | 0.00 | \$0.00 |
| 204 | DGA Base | 5,375.00 | Ton | \$21.25 | \$114,281.25 | 5,523.72 | \$118,504.35 | 101% | 148.72 | \$1,223.10 |
| 205 | Concrete Sidewalk | 10.00 | SY | \$47.00 | \$470.00 | 10.00 | \$470.00 | 100% | 0.00 | \$0.00 |
| 206 | Concrete Sidewalk - OC Ramp | 2.00 | Each | \$950.00 | \$1,900.00 | 1.00 | \$950.00 | 50% | -1.00 | -\$950.00 |
| 207 | Concrete Entrance Pavement 3" | 205.00 | SY | \$85.00 | \$17,425.00 | 404.00 | \$34,240.00 | 197% | 199.00 | \$16,815.00 |
| 208 | Concrete Curb and Gutter-Modified Sid | 2,252.00 | LF | \$21.00 | \$47,292.00 | 2,229.00 | \$46,809.00 | 99% | -23.00 | -\$483.00 |
| 209 | Concrete Murshy Fume 3" - Class A | 2.00 | SY | \$72.00 | \$144.00 | 0.00 | \$0.00 | 0% | -2.00 | -\$144.00 |
| 210 | Sloped & Flared Headwall - 12" | 5.00 | Each | \$1,150.00 | \$5,750.00 | 5.00 | \$5,750.00 | 100% | 0.00 | \$0.00 |
| 211 | Sloped & Flared Headwall - 36" | 2.00 | Each | \$2,275.00 | \$4,550.00 | 2.00 | \$4,550.00 | 100% | 0.00 | \$0.00 |
| 212 | Sloped Box Inlet Type 2 - Modified | 1.00 | Each | \$2,300.00 | \$2,300.00 | 0.00 | \$0.00 | 0% | -1.00 | -\$2,300.00 |
| 213 | Drop Box Inlet Type 15 | 2.00 | Each | \$2,400.00 | \$4,800.00 | 2.00 | \$4,800.00 | 100% | 0.00 | \$0.00 |
| 214 | Curb Box Inlet Type 4 - Modified | 4.00 | Each | \$2,450.00 | \$9,800.00 | 5.00 | \$12,250.00 | 125% | 1.00 | \$2,450.00 |
| 215 | Sloped & Flared Drop Box Inlet | 2.00 | Each | \$1,550.00 | \$3,100.00 | 2.00 | \$3,100.00 | 100% | 0.00 | \$0.00 |
| 216 | Junction Box - Type B | 1.00 | Each | \$2,100.00 | \$2,100.00 | 0.00 | \$0.00 | 0% | -1.00 | -\$2,100.00 |
| 217 | Junction Box - Regular | 1.00 | Each | \$2,100.00 | \$2,100.00 | 0.00 | \$0.00 | 0% | -1.00 | -\$2,100.00 |
| 218 | Mannole | 2.00 | Each | \$2,500.00 | \$5,000.00 | 2.00 | \$5,000.00 | 100% | 0.00 | \$0.00 |
| 219 | Stormsewer pipe - 12" | 290.00 | LF | \$65.00 | \$18,950.00 | 290.00 | \$18,950.00 | 100% | 0.00 | \$0.00 |
| 220 | Culvert Pipe - 36" | 44.00 | LF | \$45.00 | \$1,980.00 | 44.00 | \$1,980.00 | 100% | 0.00 | \$0.00 |
| 221 | Remove Inlet | 13.00 | Each | \$300.00 | \$3,900.00 | 15.00 | \$4,500.00 | 115% | 2.00 | \$600.00 |
| 222 | Fume Inlet | 2.00 | Each | \$1,700.00 | \$3,400.00 | 0.00 | \$0.00 | 0% | -2.00 | -\$3,400.00 |
| 223 | Adjust Structure Elevations-S&W Locs | 10.00 | Each | \$750.00 | \$7,500.00 | 10.00 | \$7,500.00 | 100% | 0.00 | \$0.00 |
| 226 | Bollards with Chain Gate | 2.00 | Each | \$950.00 | \$1,900.00 | 0.00 | \$0.00 | 0% | -2.00 | -\$1,900.00 |
| 301 | Asphalt Pavement - Surface | 1,277.00 | Ton | \$82.00 | \$105,314.00 | 1,065.65 | \$89,443.30 | 102% | 13.35 | \$1,129.70 |
| 302 | Asphalt Pavement - Base | 2,373.00 | Ton | \$75.00 | \$177,975.00 | 2,044.09 | \$153,308.75 | 86% | -328.91 | -\$24,666.25 |
| 303 | DGA Base | 9,000.00 | Ton | \$21.25 | \$191,250.00 | 10,297.57 | \$218,923.35 | 114% | 1,297.57 | \$27,673.35 |
| 304 | Pavement Marking - Paint - 4" white | 3,284.00 | LF | \$0.55 | \$1,806.20 | 1,920.00 | \$1,056.00 | 143% | 1,364.00 | \$750.20 |
| 305 | Pavement Marking - Paint - 4" blue | 504.00 | LF | \$0.55 | \$277.20 | 288.00 | \$158.40 | 53% | -216.00 | -\$118.80 |
| 306 | Pavement Marking Crosswalk - Paint-3 | 372.00 | LF | \$1.00 | \$372.00 | 0.00 | \$0.00 | 0% | -372.00 | -\$372.00 |
| 307 | Pavement Marking - Handicap Symbol | 8.00 | Each | \$40.00 | \$320.00 | 8.00 | \$320.00 | 100% | 0.00 | \$0.00 |
| 401 | JPC Concrete Ramp Class AA - 3" | 1,355.00 | SY | \$60.00 | \$81,300.00 | 1,355.00 | \$81,300.00 | 100% | 0.00 | \$0.00 |
| 402 | Precast Concrete Panels 3" | 4,524.00 | SF | \$62.00 | \$280,488.00 | 4,524.00 | \$280,488.00 | 100% | 0.00 | \$0.00 |
| 403 | Courtesy Dock with Rail Frame | 1.00 | LS | \$125,000.00 | \$125,000.00 | 1.00 | \$125,000.00 | 100% | 0.00 | \$0.00 |
| 404 | #1 Stone in place | 1,800.00 | Tons | \$25.99 | \$46,782.00 | 1,841.13 | \$47,802.55 | 121% | 41.13 | \$1,020.55 |
| 405 | #57 Stone in place | 515.00 | Tons | \$29.38 | \$15,132.70 | 500.00 | \$14,795.00 | 97% | -15.00 | -\$437.70 |
| 406 | Channel Lining D-1A in place | 3,010.00 | Tons | \$29.21 | \$87,930.21 | 1,248.95 | \$36,275.31 | 49% | -1,761.05 | -\$51,654.90 |
| 407 | Channel Lining D-1 in place | 1,750.00 | Tons | \$27.01 | \$47,267.50 | 1,743.14 | \$47,082.21 | 100% | -6.86 | -\$185.29 |
| 408 | Channel Lining D-1 in place | 3,940.00 | Tons | \$27.79 | \$109,374.40 | 3,909.30 | \$108,710.82 | 100% | -30.70 | -\$863.58 |
| 501 | Arundo Seeding | 9.00 | Acres | \$28,900.00 | \$260,100.00 | 0.00 | \$0.00 | 0% | -9.00 | -\$260,100.00 |
| 502 | Parking of Fescue seeding | 2,900.00 | SY | \$0.50 | \$1,450.00 | 0.00 | \$0.00 | 0% | -2,900.00 | -\$1,450.00 |
| 503 | Parking of Switch Grass seeding | 1,795.00 | SY | \$0.51 | \$915.45 | 0.00 | \$0.00 | 0% | -1,795.00 | -\$915.45 |
| 605 | Turf Reinforcing Mat | 4,595.00 | SY | \$5.50 | \$25,272.50 | 0.00 | \$0.00 | 0% | -4,595.00 | -\$25,272.50 |
| TOTAL AMOUNTS | | | | | \$2,588,465.78 | | \$2,605,605.61 | | | \$17,139.83 |

ADOPTED

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR CONSTRUCTION OF THE OHIO RIVER BOAT LAUNCH PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting Company, LLC in the amount of \$2,588,465.78, for construction of the Ohio River Boat Launch Project, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Jim Smith Contracting Company, LLC, dated March 26, 2013.

SECTION 2. That the Mayor be authorized to execute a contract with Jim Smith Contract Company, LLC for construction of the Ohio River Boat Launch Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to project account PF0039, account number 040-3315-532-2307.

SECTION 4. This ordinance shall become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, April 23, 2013
Adopted by the Board of Commissioners, ~~May~~ April 30, 2013, 2013
Recorded by Tammara S. Sanderson, City Clerk, ~~May~~ April 30, 2013, 2013
Published by The Paducah Sun, _____

ORDINANCE 2014-3-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC FOR THE OHIO RIVER BOAT LAUNCH PROJECT

WHEREAS, the City approved Ordinance No. 2013-4-3028 to enter into a contract with Jim Smith Contracting Company, LLC, in the amount of \$2,588,465.78 for construction of the Ohio River Boat Launch Project; and

WHEREAS, Change Order No. 1 is required for an increase in the amount of \$17,139.83 for adjustment of final contract quantities and in order to finalize the project for the above referenced contract, the total contract amount will increase to \$2,605,605.61.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized and directed to execute Change Order No. 1 for a contract increase in the amount of \$17,139.83 for the City of Paducah's Ohio River Boat Launch Project, increasing the total contract amount to \$2,605,605.61.

SECTION 2. This expenditure shall be charged to Project Account No. PF0039.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners February 25, 2014
Adopted by the Board of Commissioners, March _____, 2014
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2014
Published by The Paducah Sun, _____
\\ord\eng\ehgord 1-Ohio River Boat Launch Project

Agenda Action Form Paducah City Commission

Meeting Date: February 25, 2014

Short Title: Closure of a Portion of Ridgewood Street between Topeka Avenue and Olympia Avenue

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, Engr Proj Mgr

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

Background Information:

The following adjacent property owners have submitted an executed application requesting that a portion of Ridgewood Street between Topeka Avenue and Olympia Avenue closed:

- Higdon Development, Inc.
- David and Kristie Stuber
- Ronald and Shirley Hagan
- Charles and Linda Hayden

On February 17, 2014, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with utility easements not being required.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

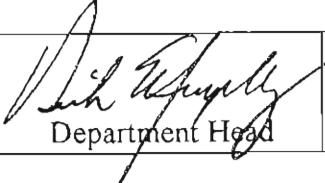
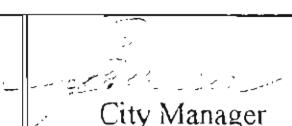
Finance

Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of Ridgewood Street between Topeka Avenue and Olympia Avenue be closed and authorizing the Mayor to execute the plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

Original Street Closure Application, Proposed Closure Plat, Public Hearing Notice, Planning Commission Resolution

| | | |
|--|------------|--|
|  Department Head | City Clerk |  City Manager |
|--|------------|--|

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF RIDGEWOOD STREET BETWEEN TOPEKA AVENUE AND OLYMPIA AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of a portion of Ridgewood Street between Topeka Avenue and Olympia Avenue, and being more particularly described as follows:

PROPERTY DESCRIPTION

A PORTION OF A PUBLIC RIGHT OF WAY – RIDGEWOOD STREET

Being a portion of a public right of way located in Paducah, McCracken County, Kentucky, dedicated to the City of Paducah as part of THOMPSON HEIGHTS SUBDIVISION lodged in the McCracken County Clerk's office in plat book "G" page 104, and being more particularly described as follows.

BEGINNING AT A POINT IN THE NORTH RIGHT OF WAY LINE OF RIDGEWOOD STREET (UNIMPROVED), SAID POINT ALSO BEING THE SOUTH WEST CORNER OF LOT 6 OF THE THOMPSON HEIGHTS SUBDIVISION (PLAT BOOK "G" PAGE 104), STUBER (DB 379, PG 383), AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WITH THE NORTH LINE OF RIDGEWOOD STREET AND THE SOUTH LINE OF LOT 6, SOUTH 67 DEGREES 34 MINUTES 47 SECONDS EAST, 37.05 FEET TO A 1/2" X 24" REBAR WITH ALUMINUM CAP STAMPED "SITEWORX KY PLS 3790" SET THIS SURVEY; THENCE, ALONG THE EAST LINE OF LOT 6, NORTH 31 DEGREES 8 MINUTES 7 SECONDS EAST, 152.44 FEET TO AN EXISTING 1" DIAMETER IRON PIPE FOUND THIS SURVEY; THENCE ALONG THE SOUTH LINE OF LOT 5 (HAGAN DB 347 PG 319), SOUTH 80 DEGREES 41 MINUTES 20 SECONDS EAST, 74.13 FEET TO AN EXISTING 4" X 4" CONCRETE MONUMENT, CORNER TO HAGAN AND HAYDEN (DB 939 PG 211), FOUND THIS SURVEY; THENCE, WITH THE SOUTH LINE OF HAYDEN SOUTH 80 DEGREES 41 MINUTES 20 SECONDS EAST, 204.69 FEET TO A 1/2" X 24" REBAR WITH ALUMINUM CAP STAMPED "SITEWORX KY PLS 3790" SET THIS SURVEY IN THE WESTERLY RIGHT OF WAY LINE OF TOPEKA AVENUE; THENCE, ALONG A NEW LINE AND IN SOUTHERLY DIRECTION WITH THE WEST RIGHT OF WAY LINE OF TOPEKA AVENUE, SOUTH 25 DEGREES 37 MINUTES 12 SECONDS WEST, 53.66 FEET TO A 1/2" X 24" REBAR WITH ALUMINUM CAP STAMPED "SITEWORX KY PLS 3790" SET THIS SURVEY AT THE INTERSECTION OF THE WEST LINE OF TOPEKA AVENUE WHERE IT INTERSECTS THE SOUTH LINE OF RIDGEWOOD STREET; THENCE ALONG THE NORTH LINE OF HIGDON DEVELOPMENT INC. (DB 1059 PG 407), NORTH 80 DEGREES 41 MINUTES 20 SECONDS WEST, 240.63 FEET TO AN IRON ROD WITH CAP STAMPED PLS #1842 FOUND THIS SURVEY; THENCE ALONG THE WEST LINE OF HIGDON, SOUTH 31 DEGREES 3 MINUTES 7 SECONDS WEST, 152.37 FEET TO AN EXISTING IRON PIN FOUND THIS SURVEY; THENCE, CONTINUING WITH THE NORTH LINE OF HIGDON, NORTH 67 DEGREES 34 MINUTES 47 SECONDS WEST, 129.77 FEET TO AN EXISTING IRON PIN WITH CAP STAMPED PLS #2105 FOUND THIS SURVEY; THENCE WITH THE EAST LINE OF DAVIS (DB 773 PG 619), NORTH 53 DEGREES 37 MINUTES 3 SECONDS EAST 5.85 FEET TO AN EXISTING IRON PIN WITH CAP STAMPED PLS #1842 FOUND THIS SURVEY; THENCE ALONG A NEW LINE CUTTING ACROSS THE RIGHT OF WAY OF RIDGEWOOD STREET, NORTH 31 DEGREES 7 MINUTES 21 SECONDS EAST, 40.46 FEET TO THE POINT OF BEGINNING

The property described above contains 24,291 square feet or 0.56 acres. Additionally, this property may be subject to public or private easements, rights of way, or restrictions not disclosed to this surveyor as this survey was performed without the benefit of a title opinion. This surveyor makes no claims as to the true and rightful owners of the property described hereon or any portion thereof.

The bearings cited are based the Kentucky State Plane Coordinate System - South Zone.

This description was drafted by Michael Todd McBee, KY PLS #3790, of the firm Sitework Survey and Design, 1640 McCracken Boulevard, Suite 200, Paducah, KY 42001, from a plat of survey made of the subject property completed on or about February 11th, 2014 and recorded in the McCracken County Clerk's office

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

a. Higdon Development, Inc., David and Kristie Stuber, Ronald and Shirley Hagan; and Charles and Linda Hayden, are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 17th day of February, 2014, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way

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

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

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

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

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 25, 2014
Adopted by the Board of Commissioners, March _____, 2014
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2014
Published by The Paducah Sun, _____
word\eng\st close\ridgewood between topeka & olympia



**CITY OF PADUCAH
STREET - ALLEY CLOSING APPLICATION FORM**

Date: 2/11/14

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

A Street or An Alley Located: Ridge wood Street

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a plat showing the street/alley to be closed. This application form, indicating consent of the right of way closure, has been signed and notarized by all real property owners whose land adjoins the portion of right of way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Street - Alley Closing Guarantee" form must be attached.

Respectfully submitted by all adjoining property owners:

Higdon Development Inc
C. Philip Higdon
Signature of Property Owner

C. Philip Higdon
Property Owner's Name Printed

197 Aberdeen Dr Pad Ky
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 14th day of December, 2013, by C. PHILIP HIGDON.

My Commission expires 10/2014

M. Paul Moore
Notary Public, State at Large

SEAL

Lenka L Hayden
Charles W. Hayden
Signature of Property Owner

CHARLES W HAYDEN
Property Owner's Name Printed

118 NOLAN DR
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 14th day of December, 2013 by Charlie W. Hayden.

My Commission expires 04/25/2016

Betty Hayden #465081
Notary Public, State at Large

SEAL



CITY OF PADUCAH STREET - ALLEY CLOSING GUARANTEE

Date: _____

If all real property owners whose land adjoins the right of way proposed to be closed have not signed the application and plat, then the following guarantee shall be executed and notarized:

The undersigned unconditionally guarantees that they shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the street and for alley named herein.

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

SEAL

Linda Hayden

Signature of Property Owner

Linda Hayden

Property Owner's Name Printed

113 NOLAN DR.

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this *14* day of *December*, 20*13*, by *Linda Hayden*.

My Commission expires *04/25/2016*

Betsy Halgerton #465081

Notary Public, State at Large

SEAL

David R. Stuber
Signature of Property Owner

DAVID R. STUBER
Property Owner's Name Printed

2242 OLYMPIA AVE
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 14 day of December, 2013
by Dotty J. Higgins

My Commission expires 04/25/2016

Dotty J. Higgins
Notary Public, State at Large

SEAL

Kristie A. Stuber
Signature of Property Owner

Kristie A. Stuber
Property Owner's Name Printed

2242 Olympia Ave
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 18th day of December, 2013
by Kristie A. Stuber

My Commission expires 09-09-16

Rudolf W Drozina
Notary Public, State at Large 474019

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

SEAL

Ronald E. Hagan
Signature of Property Owner
Ronald E. Hagan
Property Owner's Name Printed
2238 Olympia Ave
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15 day of December, 2013
by Shirley Hagan, Ronald E. Hagan

My Commission expires 04/25/2016
Shirley Hagan #465081
Notary Public, State at Large

SEAL

Shirley Hagan
Signature of Property Owner
Shirley Hagan
Property Owner's Name Printed
2238 Olympia Ave
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15 day of December, 2013
by Shirley Hagan, Shirley Hagan

My Commission expires 04/25/2016
Shirley Hagan #465081
Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL

Agenda Action Form Paducah City Commission

Meeting Date: February 28, 2014

Short Title: Closure of a Portion of an Alley from Bethel Street toward Main Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, Engr Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

The following adjacent property owners have submitted an executed application requesting that a portion of a 15' Alley from Bethel Street 132' in a northerly direction toward Main Street be closed:

- Fraternal Order of Eagles
- Douglas and Sue Ingram

On February 17, 2014, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a 15'x30' Public Sanitary Sewer Easement being required as shown on the plat.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

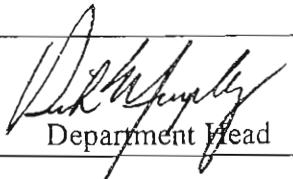
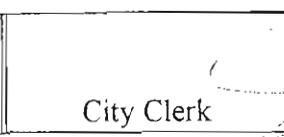
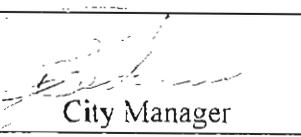
| |
|---------|
| Finance |
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Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of a 15' Alley from Bethel Street toward Main Street be closed and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

Original Street Closure Application, Proposed Closure Plat, Public Hearing Notice, Planning Commission Resolution

| | | |
|--|---|--|
|  Department Head |  City Clerk |  City Manager |
|--|---|--|

ORDINANCE NO. 2014-3-_____

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF A 15' ALLEY FROM BETHEL STREET TOWARD MAIN STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY

SECTION 1. That the City of Paducah does hereby authorize the closing of a 15' alley from Bethel Street toward Main Street, and being more particularly described as follows:

PROPERTY DESCRIPTION

A PORTION OF A PUBLIC RIGHT OF WAY – AN ALLEY LOCATED IN BLOCK 2 OF THE THURMAN, HUGHES, HERZOG AND BETHEL ADDITION TO THE CITY OF PADUCAH

Being a portion of a public right of way located in Paducah, McCracken County Kentucky, dedicated to the City of Paducah as part of THE THURMAN, HUGHES, HERZOG, AND BETHEL ADDITION TO THE CITY OF PADUCAH lodged in the McCracken County Clerk's office in plat book "A" page 80, and being more particularly described as follows:

BEGINNING AT A POINT IN THE NORTH RIGHT OF WAY LINE OF BETHEL STREET, 25.00' FROM THE CENTER OF SAID, WHERE THE WESTERLY RIGHT OF WAY LINE OF BETHEL STREET INTERSECTS THE NORTHERLY RIGHT OF WAY LINE OF KY 284 (BRIDGE STREET); THENCE, ALONG THE WESTERLY LINE OF BETHEL STREET NORTH 34 DEGREES 2 MINUTES 55 SECONDS EAST, 167.70 FEET TO MAG NAIL SET IN ASPHALT PAVEMENT THIS SURVEY, SAID POINT BEING THE SOUTH EAST CORNER OF THE PARCEL HEREIN DESCRIBED, THE NORTH EAST CORNER OF THE FRATERNAL ORDER OF EAGLES (FOE) TRACT (DB 546 PG 402), AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE AT RIGHT ANGLES TO BETHEL STREET AND WITH THE NORTH LINE OF FOE, NORTH 55 DEGREES 57 MINUTES 5 SECONDS WEST, 132.00 FEET TO A MAG NAIL SET IN ASPHALT THIS SURVEY, SAID BEING THE SOUTH WEST CORNER OF THE TRACT HEREIN DESCRIBED AND BEING LOCATED IN THE NORTH LINE OF INGRAM (DB 944 PG 223); THENCE, AND AT A RIGHT ANGLE, NORTH 34 DEGREES 2 MINUTES 55 SECONDS EAST, 15.00 FEET TO A PIN WITH CAP STAMPED PLS #1645 FOUND THIS SURVEY; THENCE AT A RIGHT ANGLE AND CONTINUING WITH THE SOUTH LINE OF FOE (DB 583, PG 130 & 570), SOUTH 55 DEGREES 57 MINUTES 5 SECONDS EAST, 132.00 FEET TO AN IRON PIN WITH CAP STAMPED PLS #1645 FOUND THIS SURVEY SAID BEING THE NORTH EAST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE SOUTH EAST CORNER OF THE FOE (DB 583, PG 130 & 570) TRACT; THENCE AT A RIGHT ANGLE, SOUTH 34 DEGREES 2 MINUTES 55 SECONDS WEST, 15.00 FEET TO THE POINT OF BEGINNING

The property described above contains 1980.00 square feet or 0.046 acres. This property may be subject to public or private easements, rights of way, or restrictions not disclosed to this surveyor as this survey was performed without the benefit of a title opinion. This surveyor makes no claims as to the true and rightful owners of the property described hereon or any portion thereof.

The bearings cited are based the Kentucky State Plane Coordinate System - South Zone

This description was drafted by Michael Todd McBee, KY PLS #3790, of the firm Surveyors Survey and Design, 1540 McCracken Boulevard, Suite 200, Paducah, KY 42001, from a plat of survey made of the subject property completed on or about February 6th, 2014 and recorded in the McCracken County Clerk's office in the location listed above.

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

a. Douglas Ingram, Sue Ingram and the Fraternal Order of Eagles, are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 17th day of February, 2014, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

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

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

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

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

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 25, 2014
Adopted by the Board of Commissioners, March _____, 2014
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2014
Published by The Paducah Sun, _____
ord'eng\st close\alley close-bethel toward main



CITY OF PADUCAH STREET - ALLEY CLOSING APPLICATION FORM

Date: 2/11/14

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

 A Street or X An Alley Located: 2614 Bridge Street, between Main St. & Bethel St.

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a plat showing the street/alley to be closed. This application form, indicating consent of the right of way closure, has been signed and notarized by all real property owners whose land adjoins the portion of right of way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Street - Alley Closing Guarantee" form must be attached.

Respectfully submitted by all adjoining property owners:

Douglas Tal Gidvan
Signature of Property Owner

DOUGLAS TAL GIDVAN
Property Owner's Name Printed
707 VASTINE GREEN RD
Address
HICKORY, KY 40051

STATE OF KENTUCKY)
COUNTY OF McCracken TODD)
The foregoing instrument was sworn to and acknowledged before me this 11 day of FEBRUARY, 2014, by DOUGLAS TAL GIDVAN
My Commission expires 10/20/17
M. Todd Moore
Notary Public, State at Large

SEAL

Richard Thompson
Signature of Property Owner

RICHARD THOMPSON
Property Owner's Name Printed
5840 OAKS RD PADUCAH KY 40003
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)
The foregoing instrument was sworn to and acknowledged before me this 10 day of APRIL, 2014, by RICHARD THOMPSON
My Commission expires PUBLIC/2017
M. Todd Moore
Notary Public, State at Large

SEAL

SUE INGRAM

Signature of Property Owner

SUE INGRAM

Property Owner's Name Printed

707 VASTINE GREEN RD
Address HICKORY, KY 40051

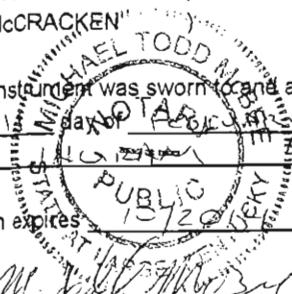
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 14 day of APRIL, 2014
by SUE INGRAM

My Commission expires

Notary Public, State at Large

SEAL



Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

SEAL

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

MEMORANDUM

TO: Commissioners

FROM: Public Information Officer Pam Spencer

SUBJECT: Action Plan Recommendations for Neighborhood Revitalization and Community Engagement Citizen Survey Committees

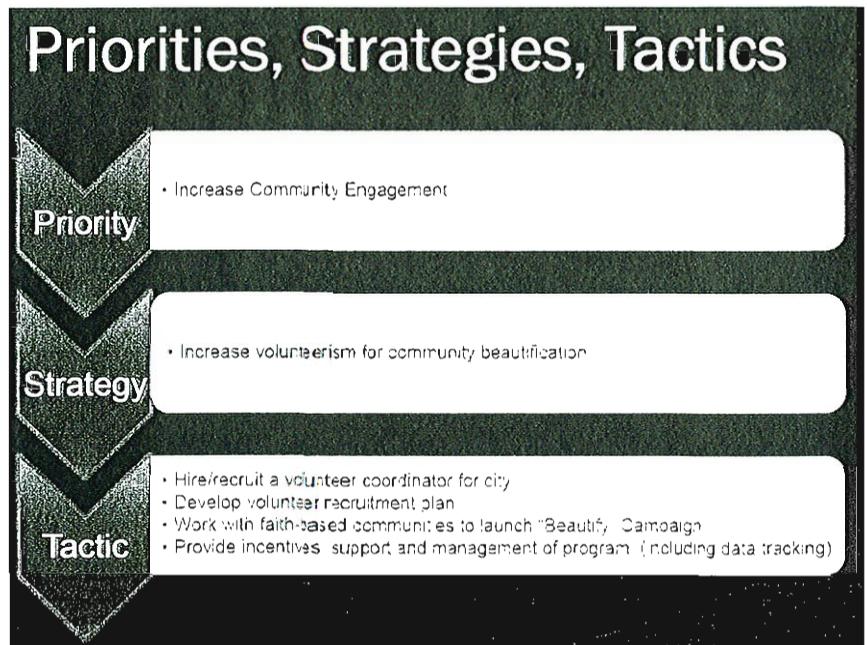
DATE: February 21, 2014

This document provides information on the Action Plans recommended by two of the three committees created to move forward with priorities resulting from the post-Citizen Survey workshop. The third committee which is focusing on the City's Role in Economic Development continues to meet and develop its Action Plan. This report focuses on the Neighborhood Revitalization and Community Engagement committees.

Background: In early 2013, the City of Paducah conducted a Citizen Survey to gain feedback regarding various public services. The survey, conducted by the National Research Center (NRC), was mailed to 1200 randomly selected households. Paducah had a 31% response rate, a statistically valid sample. On June 12, 2013 the Paducah Board of Commissioners and the department heads participated in the Next Steps Workshop conducted by the NRC to review survey results and determine the next steps in using the results for growth. At the conclusion of the workshop, three topics were determined to be the priorities for the city to address and strengthen. The priorities are

- City's Role in Economic Development
- Neighborhood Revitalization
- Community Engagement

The City Manager assigned director teams to facilitate the development of action plans for each of the three priorities. The Community Engagement committee was led by Public Information Officer Pam Spencer and Fire Chief Steve Kyle with Planning Director Steve Ervin and Parks Services Director Mark Thompson leading the Neighborhood Revitalization committee. Each committee used the graphic to the right provided by the NRC as a guide in creating action plans that would have strategies and tactics under each priority.



Neighborhood Revitalization: The Neighborhood Revitalization Committee met three times to review the strategies and establish tactics to establish strategies and tactics that will enhance neighborhood revitalization in the City. The Committee met September 24, October 23, and November 11. In addition to Ervin and Thompson, the Committee members are as follows:

- Monica Bilak, Transitional Student Services at Paducah Public School System
- Greg Cherry, Deputy Chief of Fire Prevention

- o Charlie Doherty, Community Development Planner
- o Allan Rhodes, City Commissioner
- o Jeff Mills, Community Development Banker U.S. Bank
- o Burford Wilson, Urban Renewal Agency Chairman

The committee initially established 14 strategies to strengthen neighborhoods. Through combination and elimination, the recommended strategies and tactics for review were reduced to the following:

1. Enhance neighborhood code enforcement, structure demolition, infrastructure improvements, and infill development strategies.
 - a. Increase inspections to rid alleys and properties of rubbish.
 - b. Review demolition budget and increase as necessary to accomplish demolition plan.
 - c. Continue and/or increase budget for sidewalk/street improvements
 - d. Create infill strategy for vacant city-owned properties and other properties within L/M census tracts.
 - i. Design infill house plans and utilize existing pre-approved house plans that complement the character of the neighborhood.
 - ii. Offer pre-approved plans for free as an incentive for infill development.
 - iii. Waive permit fees for all new infill residential construction on City-owned property or properties within the L/M census tracts.
 - iv. Establish down payment assistance forgivable loan for infill construction on City lots or construction in L/M census tracts.
 - v. Assemble vacant City parcels that could be used to develop affordable housing.
 - e. Continue neighborhood revitalization efforts utilizing the Neighborhood Plan concept and identify next neighborhood for revitalization in 2015.
2. Create a master plan for bikeway neighborhood connectivity including bike lanes and shared use paths.
 - a. Hold public forums to seek out "best routes" for Share the Road signage
 - b. Pursue an educational component for bicyclists and motorists
 - c. Pursue Safe Route to Schools and Transportation Enhancement grants implementation plan.

Community Engagement: The Community Engagement Committee met three times, September 25, October 23, and November 19, to review the strategies and establish tactics to increase community engagement in the City. It should be noted that the Citizen Survey results regarding engagement and public information are similar to other cities, not below average. In addition to Chief Kyle and Spencer, the Committee members are

- o Richard Abraham, City Commissioner
- o Danny Fugate, Section 8 Housing Director
- o Gayle Kaler, Mayor
- o Greg Mueller, Information Technology Director
- o Robin Newberry, Police Department Executive Assistant
- o Andrea Underwood, Director of Community Relations and Marketing, Paducah Power System
- o Chris Yarber, Engineering-Public Works Operations Manager

The group began with the following three strategies and worked to develop tactics under each strategy.

- Effecting understanding through public information
- Obtaining feedback through consultation
- Creating empowerment opportunities through engagement

The committee first reviewed what the City already does or has done in the recent past to engage and inform citizens (see attached document). One of the main points is that the City provides numerous ways to inform and

engage citizens such as the use of social media, e-news subscriptions, meeting highlights, videos, display cabinets, and a speaker's bureau. However, those methods, in addition to any new tactics, could be packaged into an *Engagement Initiative* to make it easier for citizens to know about ways to be informed and involved.

Below are the three strategies and the various tactics discussed and recommended by the committee. It is noted if a tactic needs more research or review. Also, if a tactic would require funding, it has been noted with a "\$". Some tactics do not need research or funding; however, they may need implementation guidance and guidelines.

1. Effecting understanding through public information
 - a. Increasing traffic to City of Paducah website
 - i. Name and promote engagement initiative (under review, \$)
 - ii. Pay fees online (in progress with Sungard upgrade, \$)
 - iii. Create additional informational graphics
 - iv. Create quick response (QR) code
 - v. Create mobile website (needs research, \$)
 - b. Information distribution
 - i. Name and promote engagement initiative (under review, \$)
 - ii. Better utilize church bulletins and school distribution lists
 - iii. Provide additional information when citizens register for services
 - iv. Increase number of participants for Citizen's Police Academy
 - v. Utilize signature line of emails to advertise information
 - vi. Promote Youtube page (i.e. on graphic at end meeting videos)
 - vii. Continue to post content in display cabinets at Kentucky Oaks Mall
 - viii. Utilize alert system/text app to distribute breaking-news information (needs research, \$)
2. Obtaining feedback through consultation
 - a. Create written segments called Ask the Mayor and Commissioners or Ask the City Manager
 - b. Organize town hall type meetings
 - c. Utilize a portion of a Commission Workshop to answer citizen questions submitted prior
 - d. Visit neighborhood organization meetings
 - e. Set up neighborhood walks
 - f. Visit citizens at coffee shops, restaurants, etc.
 - g. Improving customer service
 - i. Make sure employees are knowledgeable and polite
 - ii. Utilize Ambassadors in lobby of City Hall (needs research)
 - iii. Place informational signs and directions in City Hall (needs research, \$)
 - iv. Place message board/TV in lobby of City Hall (needs research, \$)
3. Creating empowerment opportunities through engagement
 - a. Staff/elected officials attend student council meetings
 - b. Utilize 311 informational system allowing citizens to report problems information (needs research, \$)

Conclusion: The strategies and tactics that were identified by the respective committees are being directed to the applicable Department(s) for administrative review and consideration for possible implementation. The tactics range in scope from those requiring only minor enhancements to programs/procedures already in place, to those that require significant research, funding, and policy development. It is expected that some tactics will be brought forward in the decision-making process associated with the upcoming budget development and adoption.

Existing Community Engagement-Public Information in City of Paducah February 2014

Websites:

- City website www.paducahky.gov (Averaging 650-950 visits per day with about 30,000 hits (pages and downloads) per day). *Website is yielding at least a 25% increase in visits in past 12 months.*
- Fountain Avenue Neighborhood website, www.fountainave.com
- Paducah Renaissance Alliance website, www.paducahalliance.org
- Intranet for City employees
- MAP-GIS

Social Media:

- **Facebook**
 - City of Paducah (launched 2009)—3202 likes
 - Parks Services—1333 likes
 - Fountain Avenue Neighborhood—84 likes
 - Paducah Renaissance Alliance—2487 likes
 - Paducah Police—1254 likes
 - Paducah Dogwood Trail—162 likes
- **Twitter**--City of Paducah account (launched 2009)—1690 followers
- **Youtube**--City account (launched 2011)—241 videos with 16,600 views

E-News: Nearly 400 subscribers who receive news releases/Commission highlights at the same time as media

News Releases/Meeting Highlights: Annually approximately 350-400 news releases and meeting highlights distributed (includes releases from Police, PRA, and PIO office (includes Parks Dept))

Government 11 Programming (all videos posted on City's Youtube page, too):

- Rotating bulletin board with informational slides and programming information
- City Commission Meeting aired live and tape-replayed twice
- Planning Commission Meeting aired live and tape-replayed twice
- Paducah View (short 2-5 minute programs hosted by Pam)
- Your City at Work (20-30 minute programs hosted by Pam)
- City Profile (30 minute programs hosted by Tom Butler)
- Human Rights Commission (30 minute programs hosted by HR board members)
- Parade coverage (Veterans Day and Christmas Parade)
- Tot School (crafts and teaching segments for pre-schoolers hosted by Kathy Reese)
- Other public meetings (examples are major announcements such as Riverfront announcement)

Speaker's Bureau: (launched in 2011) provides an avenue for organizations to invite city personnel to speak about a specific topic <http://paducahky.gov/paducah-speakers-bureau>

Neighborhood Walks and Walk the Greenway Trail events: (launched in 2008) neighborhoods can invite elected officials and directors to walk their neighborhoods <http://paducahky.gov/paducah-neighborhood-walks>

City Commission Meetings: Weekly meetings that allow for Public Comments. Aired live on Channel 11, tape replayed twice on Channel 11, and posted on Youtube.

Police Department:

- Citizen's Police Academy
 - Junior Citizen's Police Academy
 - DARE and GREAT
 - Police Explorers
 - Coffee with a Cop
 - Community events (classroom visits and festivals)
-

Fire Department:

- Juvenile Firesetter Intervention Program
 - Fire Safety House—teaches kids how to get out of house safely
 - Freddie the Fire Truck—interactive small fire truck that's great for young kids
 - Community events (classroom visits, festivals, etc.)
 - Electrical, construction, and firefighting workshops
-

Parks Services Department: Numerous classes, special events, parades, etc.

Mayor's Initiatives:

- Mayor's Art Club, Patriotic Art, Christmas Ornament Contest
 - Mayor's Anti-Bullying Task Force
 - Mayor's Book Club
 - Mayor's Cultural Leadership Committee (for arts and cultural agencies)
-

Boards and Commissions: Several boards have their own Community Engagement initiatives such as

- Human Rights Commission's Evening of Performance and the program they host on Channel 11
 - Civic Beautification Board's Dogwood Trail events, House of the Month, Adopt a Spot, etc.
-

City of Paducah and Police Department Display Cabinets at Kentucky Oaks Mall: City cabinet is in hallway next to J.C. Penney's. Allows for posting of flyers, documents, etc.

Paid Marketing/Advertising:

- iList Paducah and Purchase Parenting. Ads in Paducah Sun (i.e. Spring Clean Up Day and classified)