



**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 23, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS Public Works Department- Jerry Gray, Logan Elrod, Taylor Smith, Troy Stubblefield, Quinten Smeathers, Aaron Marquiss, Anthony Lee & Marcey Simmons

PROCLAMATION Small Business Saturday - Katie Axt

MAYOR'S REMARKS

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for November 9, 2021
	B.	Receive & File Documents
	C.	Reappointment of Tammara Sanderson to the Civil Service Commission
	D.	Reappointment of Greg McKeel and Dr. Frank Hideg to the Brooks Stadium Commission
	E.	Personnel Actions
	F.	Application and Acceptance of the Kentucky League of Cities Insurance Services (KLCIS) Liability Grant in the amount of \$3,000 - S SUAZO
	G.	Fleet maintenance Service Agreement between City of Paducah Fleet Department and City of Metropolis Fire Department - C YARBER

		H.	Approve Agreement to Contractually Employ Stefanie Suazo as Director of Human Resources - D JORDAN
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize Settlement Participation Forms to become a participating subdivision for the Johnson & Johnson Settlement and the Distributors Settlement - D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Approve Professional Services Contract with BFW Engineering & Testing, Inc for Pavement Management Inspections in a not to exceed amount of \$49,751.82 per year for up to 5 years - R MURPHY	
		B. McCracken County 2011 GOB (MSU) Refinancing - 2021A - D JORDAN	
		C. JSA Sanitary Sewer Easement at 1105 South 3rd Street - N HUTCHISON	
		D. Amend Code of Ordinances Section 2-582 related to the Creative And Cultural Council - N HUTCHISON	
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve Right of Way Closings running near Clark Street, Polk Street and Washington Street - R MURPHY
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

November 9, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, November 9, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson, Mayor Bray (5).

INVOCATION:

Commissioner Gault led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

DUKE OF PADUCAH PRESENTATION

Mayor Bray presented a Duke of Paducah to Terry Jones.

PRESENTATION

Members of the Paducah Civic Beautification Board presented the annual business awards to the following ten businesses:

Downtown

Grumley, Riley & Stewart, P.S.C., 1634 Broadway
Broussard's Cajun Cuisine, 123 N. 2nd St

Fountain Avenue Neighborhood

The House of Ross Coffee Bar, 227 North 13th Street

Midtown

Third Moon Tattoo, 3029 Broadway
F.A.C.E. Makeup Artistry, 2121 Broadway
FNB Bank, Inc., 130 Lone Oak Rd., Suite 101

West End

Williams Park, 3901 Technology Dr.
LuCASAcare, 3025 Clay St.

Lower Town

Buddenbaum House, 618 Monroe St.

Southside

Divine Design Center, 600 S 3rd St.

NEW EMPLOYEE INTRODUCTIONS:

Chief Laird introduced Police Officers Caleb Kindred and Austin Gruner

POLICE DEPARTMENT SWEARING IN CEREMONY:

Circuit Judge Tony Kitchens swore in the following Paducah City Police Officers: Rachel Bertrand, Michael Foster, Caleb Kindred and Austin Gruner.

November 9, 2021

MAYOR'S REMARKS

Communications Manager Pam Spencer offered the following summary:

“Mayor Bray announced that Washington Street Baptist Church under the leadership of City Commissioner and Pastor Raynarldo Henderson will serve as the warming center for the community this winter. Currently, the Salvation Army and a local task force are working on the Mission Planning Study to assess Paducah’s homeless situation. The study is expected to be completed early next year.”

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the October 26, 2021 Paducah Board of Commissioners Meeting
I(B)	Receive & File Documents <u>Minute File:</u> 1. Declaration Ending the Local State of Emergency dated October 18, 2021 – signed by Sandra Wilson, Mayor Pro Tem <u>Deed File:</u> 1. Quitclaim Deed – City of Paducah to OKP Properties – Alley Closure 1039-1041 Kentucky Avenue and 1034 Broadway and 1039 Kentucky Avenue ORD 2021-03-8678 2. Quitclaim Deed – City of Paducah to HHM Properties – Alley Closure 1039-1041 Kentucky Avenue and 1034 Broadway and 1039 Kentucky Avenue ORD 2021-03-8678 3. Deed Between Hawker Holdings and City of Paducah – 2416, 2420, 2540 Barnett Street and 2364 South 24th Street \$34,500 MO #2483 4. Deed of Conveyance between City of Paducah and Jamfert and Letisha Barber – 1243 North 13th Street – MO #2507 <u>Contract File:</u> 1. Agreement with PFGW for Architectural Design – Robert Cherry Civic Center Renovation Project \$66,500 MO #2518 2. City Request and Agreement for Litter Abatement Program Grant Funding – no Commission Action – signed by Mayor 3. Agreement between City of Paducah and Jim Smith Contracting – Floodwall Closure – ORD 2021-07-8695 4. Agreement between City of Paducah and Wilkins Construction Co. – Paducah Land Mass Flood Scour Project – ORD 2021-07-8706

November 9, 2021

	<u>Financials File:</u> 1. Financials for Paducah Water Works – September 30, 2021 2. Financial Statement for Electric Plant Board of Paducah (Paducah Power System) – Years ended June 30, 2021 and 2021 <u>Bids File:</u> 1. Purchase of Knuckle Boom Truck for Public Works Refuse Department – Bid Tag Truck Enterprises MO #2511 <u>Proposal:</u> 1. Communication Plan Proposal – Socially Present – Paducah Creative and Cultural Council Website
I(C)	Appointment of Carol Gault and Kevin Kauffeld and Joint Appointment of Jewel Jones to the 911 Communication Services Oversight Committee (REMOVED FOR SEPARATE DISCUSSION)
I(D)	Appointment of Joshua Tyler Parker to the Brooks Stadium Commission to replace Neel Carroll, who resigned. Said term shall expire December 31, 2023
I(E)	Appointment of Buzz Vontesmar to the Municipal Housing Commission to replace John Shadle, whose term has expired. Said term shall expire July 22, 2025.
I(F)	Appointment of Erna Boykin to the Board of Adjustment to replace Alberta Davis, whose term has expired. Said term shall expire August 31, 2025.
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER RATIFYING THE MAYOR’S EXECUTION OF A 2022 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT’S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS (MO #2519; BK 12)
I(I)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) ONE-HALF TON PICKUP 4X4 SSV IN THE AMOUNT OF \$46,755, FOR USE BY THE FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2520; BK 12)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AN EPA BROWNFIELD ASSESSMENT GRANT IN AN AMOUNT OF \$500,000 TO SUPPORT ENVIRONMENTAL PLANNING AND ASSESSMENTS OF TARGETED BROWNFIELD SITES IN AND AROUND THE SOUTHSIDE AND GATEWAY REGIONS OF PADUCAH (MO #2521; BK 12)

Commissioner Gault offered Motion, seconded by Commissioner Guess that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

November 9, 2021

APPOINTMENT TO 911 COMMUNICATION SERVICES OVERSIGHT COMMITTEE

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt the Mayor's appointments of Carol Gault and Kevin Kauffeld and the Joint Appointment of Jewel Jones to the 911 Communication Services Oversight Committee.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

ORDINANCE ADOPTION

CONTRACT MODIFICATION – PACE CONTRACTING LLC – PADUCAH FLOODWALL PUMP STATION #2 PROJECT IN THE AMOUNT OF \$405,536.35

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH PACE CONTRACTING LLC. TO INCREASE THE CONTRACT BY \$405,536.35 FOR THE PUMP STATION #2 REHABILITATION PROJECT." This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Contract Modification No. 2 with Pace Contracting, LLC for an increase in the amount of \$405,536.35 and a new total contract cost of \$5,027,269.64 for unforeseen work that is needed, including MH 23 Actuator and Stem Replacement, overhead crane repair, electrical investigation and repair, and geotechnical/soil issues. This expenditure shall be charged to the Pump Station #2 Project Account FW0014.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-11-8711; BK 36)**

APPROVE CLOSING OF VERMONT STREET EXTENDING SOUTHEAST OF 321 AND 322 VERMONT STREET BETWEEN 1401 ELMDALE AND 500 RIDGEWOOD STREET

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF VERMONT STREET EXTENDING SOUTHEAST OF 321 AND 322 VERMONT STREET BETWEEN 1401 ELMDALE ROAD AND 500 RIDGEWOOD STREET AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of Vermont Street extending Southeast of 321 and 322 Vermont Street between 1401 Elmdale Road and 500 Ridgewood Street, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-11-8712; BK 36)**

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APPROVE CLOSING OF AN ALLEY EXTENDING SOUTHEAST OF EXECUTIVE BOULEVARD BETWEEN 501 NORTH 3RD STREET AND 514 & 520 NORTH LOOP ROAD

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY EXTENDING SOUTHEAST OF EXECUTIVE BOULEVARD BETWEEN 501 NORTH 3RD STREET AND 514 & 520 NORTH LOOP ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.”

This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of an alley extending Southeast of Executive Boulevard between 501 North 3rd Street and 514 & 520 North Loop Road and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-11-8713; BK 36)**

ORDINANCE INTRODUCTIONS

PROFESSIONAL SERVICES CONTRACT WITH BFW ENGINEERING & TESTING FOR PAVEMENT MANAGEMENT INSPECTION

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BFW ENGINEERING & TESTING, INC. FOR PAVEMENT INSPECTIONS SERVICES FOR CITY STREETS UTILIZING THE PAVER PROGRAM IN THE AMOUNT OF \$49,751.82 PER YEAR FOR TWO (2) YEARS WITH THREE (3) OPTIONAL ONE-YEAR EXTENSIONS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: That the Mayor is hereby authorized to execute Contract with BFW for a two-year contract in the amount of \$49,751.82 per year, with the option of three (3) one-year renewals at the discretion of the City Engineer for a total Not-To-Exceed contract amount of \$248,759.10. The expenditure shall be charged to the MAP Program Street Resurfacing and Rehabilitation Account 23002217-542270.

McCRACKEN COUNTY 2011 GOB (MSU) REFINANCING 2021A

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING AND APPROVING THE ISSUANCE OF A CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING NOTE, SERIES 2021A IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THAT PERCENTAGE OF THE PRINCIPAL AMOUNT OF THE COUNTY OF MCCRACKEN, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A, WHICH, BEARING INTEREST AT THE SAME RATE OR RATES AS THE BONDS, RESULTS IN AGGREGATE ANNUAL PAYMENTS OF PRINCIPAL AND INTEREST ON THE NOTE NOT EXCEEDING \$175,000 FOR EACH FISCAL YEAR DURING THE TERM OF THE BONDS; AUTHORIZING AND APPROVING AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF MCCRACKEN, KENTUCKY; APPROVING THE FORM OF THE NOTE;

November 9, 2021

AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE NOTE AND THE AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT; AUTHORIZING THE LEVY OF A DIRECT ANNUAL TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY, IN ADDITION TO ALL OTHER TAXES, IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE NOTE WHEN AND AS THE SAME BECOMES DUE; PROVIDING FOR THE PAYMENT AND SECURITY OF THE NOTE; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AND REPEALING INCONSISTENT ORDINANCES.” This Ordinance is summarized as follows: This Ordinance authorizes the issuance by the City of Paducah, Kentucky (the “City”) of a General Obligation Refunding Note designated as Series 2021A (the “Note”) to the County of McCracken, Kentucky (the “County”) in an aggregate principal amount equal to that percentage of the principal amount of the County’s General Obligation Refunding Bonds, Series 2021A (the “County Bonds”) which, bearing interest at the same rate or rates of interest as the County’s Bonds, results in aggregate annual payments of principal and interest on the Note during each fiscal year of the City not exceeding \$175,000. The Note is to be issued to finance the City’s proportionate share of the costs of refunding the outstanding County of McCracken, Kentucky General Obligation Bonds, Series 2011 (the “Prior Bonds”) in advance of maturity to achieve debt service savings. The proceeds of the Prior Bonds were used to finance the acquisition, construction, installation, and equipping of an educational building and associated streets, parking lots, utilities, and infrastructure (the “Project”), which Project has been and will be leased by the County to Murray State University (the “University”), an agency and political subdivision of the Commonwealth of Kentucky, in connection with the provision by the University of post-secondary educational opportunities in the City and the County. The Ordinance further authorizes an Amended and Restated Interlocal Cooperation Agreement (the “Interlocal Agreement,”) between the City and the County setting forth the respective obligations of the City and the County with respect to the refinancing of the Prior Bonds. Provisions are made in the Ordinance for the payment of the Note and the security therefor; for the application of the proceeds of the Note; for the maintenance of the heretofore established Sinking Fund; and for certain covenants of the City with respect to the Note. The Note is to have a final maturity date not later than December 1, 2031, and shall bear interest, payable semi-annually on June 1 and December 1 of each year, commencing June 1, 2022, at the same interest rates as shall be established at an advertised, competitive sale for the County’s Bonds. The Note pledges the full faith and credit of the County and provision is made for the collection of a tax to pay the principal of, and interest on the Note. As required by KRS 83A.060, Section 9 of the Ordinance shall be set forth in its entirety for publication.

JSA SANITARY SEWER EASEMENT – 1105 SOUTH THIRD STREET

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED AT 1105 SOUTH 3rd STREET OWNED BY THE CITY OF PADUAH IN ORDER TO PROTECT THE SANITARY SEWER.” This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute a Sanitary Sewer Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency, for and in consideration of One dollar (\$1.00) for an area located at 1105 South 3rd Street.

November 9, 2021

AMEND CODE OF ORDINANCES SECTION 2-582 RELATED TO THE CREATIVE AND CULTURAL COUNCIL

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2 DIVISION 17 “PADUCAH CREATIVE AND CULTURAL COUNCIL” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH TO AMEND SECTION 2-582 “COMPOSITION; APPOINTMENT OF MEMBERS.” This Ordinance is summarized as follows: This ordinance amends Section 2-582 of the Paducah Code of Ordinances. This amendment changes the composition of the Creative & Cultural Council to consist of seven (7) citizens and two (2) members of City staff. Further, this amendment no longer defines the staff members by specific title.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

RECONVENE IN OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Gault, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

TIME ADJOURNED: Approximately 7:01 p.m.

November 9, 2021

ADOPTED: November 23, 2021

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Rejection of bids – ¾ Ton pickup truck for use by Parks Facility

Deeds:

1. Permanent Public Utility and Drainage Easements from Gill Family Properties, LLC, located at 701 and 702 Oakcrest Drive for the Buckner Lane Bridge Replacement Project – MO #2482

Contract File:

1. Kentucky Infrastructure Authority – Federally Assisted Clean Water Revolving Loan Fund Conditional Commitment Letter Loan Increase \$750,000 - MO #2510
2. Interlocal Agreement – Justice Assistance Grant \$12,325 – MO #2515
3. Agreement to purchase one ½ ton pickup 4x4 SSV for use by the Paducah Fire Department from Linwood Motors \$46,755 – MO #2520
4. Contract Modification to Construction Contract with Pace Contracting – Paducah Floodwall Pump Station #2 - \$405,536.35 – ORD 2021-11-8711
5. Pole Attachment License Agreements with Paducah Power System
 - Paducah-McCracken County Riverport Authority 09-26-2005
 - Bellsouth Telecommunications, Inc. d/b/a AT&T Kentucky – 06-07-2010
 - Windstream Communications – 01-26-2011
 - Jackson Purchase Energy Corporation – 01-28-2011
 - E-Tel, LLC – 03-09-2015
 - Commonwealth of Kentucky, Finance and Administration Cabinet – 07-18-2018
 - Open Fiber Kentucky Company, LLC 04-20-2021
 - Comcast Cablevision of Paducah, Inc. 12-08-2003

Financials File:

1. City of Paducah Police and Firefighters Pension Fund valuation as of 07-01-2021

Bids File:

1. One ½ Ton pickup 4x4 SSV for Fire Department
 - Linwood Motors*
 - Prime Vendor

CITY OF PADUCAH
November 23, 2021

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

Michelle Smolen

City Manager's Office Signature

11/18/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 23, 2021**

NEW HIRES - FULL-TIME (F/T)						
ADMINISTRATION	POSITION		RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Dortch, Lori	Business Systems Analyst		\$27.07/hr	NCS	Ex	December 2, 2021
Underwood, Beverly	Senior Administrative Assistant		\$25.00/hr	NCS	Non-Ex	December 2, 2021
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - FULL-TIME (F/T)						
CUST. EXP. / CLERKS OFFICE	PREVIOUS POSITION AND BASE RATE OF PAY		CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Meeks, Claudia	Assistant City Clerk \$24.74/hr		Assistant City Clerk \$25.98/hr	NCS	Non-Ex	November 18, 2021
Sherwood, Alexandra C.	Senior Customer Experience Representative \$20.76/hr	Senior Customer Experience Representative	Senior Customer Experience Representative \$21.80/hr	NCS	Ex	November 18, 2021
FINANCE	AND BASE RATE OF PAY		AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Gray, Kristi L.	Senior Accountant \$28.50/hr		Senior Accountant \$29.36/hr	NCS	Ex	November 18, 2021
PUBLIC WORKS						
Marshal, Christopher	Laborer \$19.73/hr		ROW Maintenance \$20.80/hr	NCS	Non-Ex	November 4, 2021
TERMINATIONS - PART-TIME (P/T)						
PARKS & RECREATION	POSITION		REASON			EFFECTIVE DATE
Christensen, Kiet	Park Ranger		Resignation			November 11, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Application and Acceptance of the Kentucky League of Cities Insurance Services (KLCIS) Liability Grant in the amount of \$3,000 - **S SUAZO**

Category: Municipal Order

Staff Work By: Braden Throgmorton

Presentation By: Stefanie Suazo

Background Information: The Kentucky League of Cities Insurance Services (KLCIS) program is open to cities and agencies that are current members with general liability insurance coverage. The City of Paducah is eligible for \$3,000 worth of funding for a 50/50 matching grant. The Public Works Department seeks to apply for \$3,000 for a new GPS and Camera system for all Solid Waste vehicles. The GPS and Camera's will help Solid Waste and Administration be more efficient in every aspect of their day-to-day operations. The total cost of the GPS and Camera System is \$166,930, which will be paid out of account 50002201-542190 over the period of 1 year. The match requirement will be fulfilled by the prior purchases related to the project.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: To submit a \$3,000 application to KLCIS to assist in the purchase of backup cameras for Solid Waste trucks and authorize acceptance of any funds awarded.

Attachments:

1. app and accept klc liability grant- GPS and Camera System for Solid Waste vehicles 2021
2. MO KLC Liability Grant
3. HGAC Contract Pricing Sheet - City of Paducah 092121

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MATCHING GRANT IN THE AMOUNT OF \$3,000 FROM THE KENTUCKY LEAGUE OF CITIES LIABILITY GRANT PROGRAM FOR THE PURCHASE OF A NEW GPS AND CAMERA SYSTEM FOR ALL SOLID WASTE VEHICLES, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a matching grant in the amount of \$3,000 from the Kentucky League of Cities Liability Grant Program for the purchase of a new GPS and Camera System for all solid waste vehicles.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through the Kentucky League of Cities Liability Grant Program. The total cost of the GPS and Camera System is \$166,930, which will come from Account Number 5000 2201 542190 over a period of one year. The match requirement will be fulfilled by the prior purchases related to the project.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 23, 2021

Recorded by Lindsay Parish, City Clerk, November 23, 2021

\\mo\grants\app and accept klc liability grant- GPS and Camera System for Solid Waste vehicles
2021

MUNICIPAL ORDER NO. _____

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BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a matching grant in the amount of \$3,000 from the Kentucky League of Cities Liability Grant Program for the purchase of a new GPS and Camera System for all solid waste vehicles.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through the Kentucky League of Cities Liability Grant Program. The total cost of the GPS and Camera System is \$166,930, which will come from Account Number 5000 2201 542190 over a period of one year. The match requirement will be fulfilled by the prior purchases related to the project.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 23, 2021

Recorded by Lindsay Parish, City Clerk, November 23, 2021

\\mo\grants\app and accept klc liability grant- GPS and Camera System for Solid Waste vehicles
2021



CONTRACT PRICING WORKSHEET

For Catalog & Price Sheet Type Purchases

Contract No.: FL03-21

Date Prepared: 9/21/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Paducah KY	Contractor:	Routeware, Inc.
Contact Person:	Chris Yarber	Prepared By:	Rachel Goodwin
Phone:	270.444.8511 x2011	Phone:	503-906-8522
Fax:		Fax:	503-906-8544
Email:	Cyarber@paduchaky.gov	Email:	rgoodwin@routeware.com
Catalog / Price Sheet Name:	Routeware Premium G06		
General Description of Product:			

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Routeware Control Center (Back Office Software, Front Office Software, Reporting Utilities & Tools)	15000	15,000
16	Perpetual OBC Software License	2456	39,296
1	Routeware Control Center Additional - Per Vehicle After First 15	188	188
16	Heavy Duty Android Tablet (On-board computer, Mounting Cradle & Accessories)	825	13,200
14	Proximity Switch for Windows and Heavy Duty Tablets	105	1,470
15	Camera Controller	475	7,125
30	Standard HD Camera	90	2,700
16	Vehicle Installation (Per Vehicle)	300	4,800
14	Prox Install	150	2,100
15	Camera System Installation (Per Vehicle)	300	4,500
15	Additional Camera Installation	150	2,250
1	PM&T - Package 1 (Project Management, Server SW Install, Training)	15000	15,000
14	Auto Pickup System Fee (Annual)	240	3,360
16	Cellular Data Charge Per Vehicle RD (Annual)	180	2,880
16	On-Board Computer Support Fee Per Vehicle (Annual)	900	14,400
15	Camera System Fee Per Vehicle (Annual)	360	5,400
14	Video System Fee Per Vehicle (Annual)	540	7,560
1	Routeware Control Center Software Support Fee (Annual)	3000	3,000
1	Routeware Control Center Software Support Fee - Per Vehicle After First 15 (Annual)	45	45
1	Cloud Hosting - Up to 50 vehicles (Annual)	7188	7,188
Total From Other Sheets, If Any:			-
Subtotal A:			151,462

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	RouteMaker	5000	5,000
15	Camera Power Kit for Windows and Heavy Duty Tablet	30	450
14	Video Service Hardware	450	6,300
2	Monitor for Camera Controller	40	80
1	RouteMaker Support	950	950

14	Differential for Video System Fee Per Vehicle (Annual)	192	2,688
Total From Other Sheets, If Any:			
Subtotal B:			15,468
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:			10%
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Subtotal C:			0
Delivery Date: TBD		D. Total Purchase Price (A+B+C):	
		166,930	



Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Fleet maintenance Service Agreement between City of Paducah Fleet Department and City of Metropolis Fire Department - **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: November 4, 2021, a Fleet Maintenance Service Agreement was entered into for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for City of Metropolis Fire Department.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for City of Paducah Fleet Department to provide all professional labor, material, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for City of Metropolis Fire Department.

Attachments:

1. agree-fleet maintenance services –City of Metropolis Fire Department 2021
2. Metropolis IL FD - agreement Flattened
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH THE CITY OF METROPOLIS FIRE DEPARTMENT TO
PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND
AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with the Metropolis Fire Department for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the City of Metropolis Fire Department in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 23, 2021

Adopted by the Board of Commissioners, November 23, 2021

mo/agree-fleet maintenance services –City of Metropolis Fire Department 2021

EXHIBIT "A"

CITY OF PADUCAH FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and City of Metropolis (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Michal Tolbert.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

3 *th*

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

Shop Hourly Labor Rate Sheet

Heavy Truck ----- \$95.00 per hour
Heavy Equipment ----- \$95.00 per hour
Passenger Vehicle ----- \$85.00 per hour
Light Truck ----- \$85.00 per hour
Small Engine ----- \$75.00 per hour

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and City of Metropolis (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Michal Tolbert.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: Mitch Toller

Title: Fire Chief

Date: 11-4-21

246362

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

Shop Hourly Labor Rate Sheet

Heavy Truck ----- \$95.00 per hour

Heavy Equipment ----- \$95.00 per hour

Passenger Vehicle ----- \$85.00 per hour

Light Truck ----- \$85.00 per hour

Small Engine ----- \$75.00 per hour

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Approve Agreement to Contractually Employ Stefanie Suazo as Director of Human Resources -
D JORDAN

Category: Municipal Order

Staff Work By: Daron Jordan

Presentation By: Daron Jordan

Background Information: The City Manager is recommending to contractually employ Stefanie Suazo as the Director of Human Resources. It is standard practice for the City to contractually employ directors and leadership team members.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve agreement to continue to employee Stefanie Suazo as Director of Human Resources.

Attachments:

1. agree-employment – Stefanie Suazo - Director of Human Resources
2. SUAZO - HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT (00261905)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND STEFANIE SUAZO FOR CONTRACTUAL
EMPLOYMENT AS DIRECTOR OF HUMAN RESOURCES, AND AUTHORIZING THE
MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of
Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized
to execute an Employment Agreement with Stefanie Suazo to be contractually employed in the
position of Director of Human Resources.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 23, 2021
Recorded by Lindsay Parish, City Clerk, November 23, 2021
\\mo\agree-employment – Stefanie Suazo– Director of Human Resources

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Authorize Settlement Participation Forms to become a participating subdivision for the Johnson & Johnson Settlement and the Distributors Settlement - **D JORDAN**

Category: Municipal Order

Staff Work By: Lindsay Parish

Presentation By: Daron Jordan

Background Information: In 2017, the city engaged Bryant Law Center for legal representation in pursuit of damages incurred as a result of the sale, distribution and marketing of opioid and opioid derivative drugs in the City of Paducah.

On July 21, 2021, Attorney General Daniel Cameron announced a \$26 billion agreement with Cardinal, McKesson, and AmerisourceBergen – the nation’s three major pharmaceutical distributors – and Johnson & Johnson (Janssen), which manufactured and marketed opioids, for the companies’ role in creating and fueling the opioid epidemic. Kentucky, along with a broad coalition of states and subdivisions, has joined both settlement agreements with these companies to resolve these legal claims, one with opioid manufacturer Johnson & Johnson (Janssen) and another with the three pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson (Distributor).

The two settlement agreements require the Distributors and J&J to pay billions of dollars to abate the opioid epidemic, totaling \$26 billion over 18 years, with approximately \$22.7 billion available for opioid abatement. If approved, Kentucky's share amounts to more than \$480 million and will be distributed pursuant to the terms of House Bill 427 (Codified as KRS 15.291 & 15.293), which allocates 50 percent of all proceeds to local governments, with the Commonwealth receiving the other 50 percent.

The 50% that would be paid to local governments if the settlement moves forward can be used for specific types of opioid abatement projects. The full list of project types is set out by KRS 15.291. KRS 15.291 & 293 also outlines that local governments must form an agreement on how to distribute local funding.

Kentucky cities have until January 2, 2022, to sign on to the settlement agreement and become a participating subdivision. Distributors and J & J will then have until February 1, 2022, to evaluate the number of participating subdivisions and decide if they want to move forward with the settlement. If they decide to move forward, the settlement agreement will take effect on April 2, 2022.

The City of Paducah now needs to authorize two (2) Settlement Participation Forms in order to participate in the settlement agreements. This Municipal Order authorizes the execution of the Settlement Participation Form for the Johnson & Johnson (Janssen) Settlement and the Settlement Participation Form for the Distributors Settlement.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Opioid Settlement Participation Forms 1

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE EXECUTION OF
SETTLEMENT PARTICIPATION FORMS FOR THE JOHNSON & JOHNSON
SETTLEMENT AND THE DISTRIBUTORS SETTLEMENT IN ORDER TO OPT-IN AS A
PARTICIPATING SUBDIVISION IN THE NATIONAL OPIOID SETTLEMENT

WHEREAS, in 2017, the city engaged Bryant Law Center for legal representation in pursuit of damages incurred as a result of the sale, distribution and marketing of opioid and opioid derivative drugs in the City of Paducah; and

WHEREAS, on July 21, 2021, Attorney General Daniel Cameron announced a \$26 billion agreement with Cardinal, McKesson, and AmerisourceBergen – the nation’s three major pharmaceutical distributors – and Johnson & Johnson (Janssen), which manufactured and marketed opioids, for the companies’ role in creating and fueling the opioid epidemic; and

WHEREAS, Kentucky cities have until January 2, 2022, to sign on to the settlement agreement and become a participating subdivision if the settlement agreements move forward; and

WHEREAS, the City of Paducah wishes to opt-in to the settlement agreements by authorizing the execution of two (2) Settlement Participation Forms.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby authorizes the execution of Settlement Participation Forms for the Johnson & Johnson Settlement and the Distributors Settlement in order to opt-in as a participating subdivision in the National Opioid Settlement.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 23, 2021

Recorded by Lindsay Parish, City Clerk, November 23, 2021

\mo\Opioid Settlement Participation Forms

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Approve Professional Services Contract with BFW Engineering & Testing, Inc for Pavement Management Inspections in a not to exceed amount of \$49,751.82 per year for up to 5 years - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: BFW has proposed to perform multi-year pavement inspections on City streets utilizing the PAVER program. These inspections will be used in planning the street rehabilitation program for the next five (5) years.

Background: Initial PAVER inspections were performed in 2018. Recently, BFW performed a comprehensive review of the 2018 PAVER database. Based on their review, BFW has submitted the following proposal for a two-year contract with the option of three (3) one-year renewals at the discretion of the City Engineer:

Field Inspection Services	\$	36,841.02
Selection of Streets & Utility Coordination	\$	2,000.00
PAVER/GIS Services	\$	9,430.80
Public Engagement	\$	1,480.00
TOTAL ANNUAL CONTRACT	\$	49,751.82

The maximum duration of the contract is five (5) years. The finished product will consist of the annual street rehabilitation list and presentation materials.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: CI - 4 Improve street conditions within the City

Communications Plan: Work with Communications Manager to provide public information through the City website, social media, and news outlets

Publish street index on website

Interact with property owners directly affected by street rehabilitation efforts

Funds Available: Account Name: MAP Program- Street Resurfacing & Rehab

Account Number: 23002217-542270

Staff Recommendation: Authorize the Mayor to execute the professional services contract with BFW Engineering & Testing, Inc. for inspections of City streets for an annual cost of \$49,751.82 on a two-year contract with three (3) one-year extension options for a total Not-To-Exceed contract amount of \$248,759.10.

Attachments:

1. agree-pavement management BFW pavement inspection 2021
2. City of Paducah Pavement Management Program Proposal

ORDINANCE NO. 2021-11-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BFW ENGINEERING & TESTING, INC. FOR PAVEMENT INSPECTIONS SERVICES FOR CITY STREETS UTILIZING THE PAVER PROGRAM IN THE AMOUNT OF \$49,751.82 PER YEAR FOR TWO (2) YEARS WITH THREE (3) OPTIONAL ONE-YEAR EXTENSIONS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, BFW Engineering and Testing, Inc. (hereinafter “BFW”) performed a comprehensive review of the 2018 PAVER database; and

WHEREAS, the City of Paducah desires to contract with BFW for a two-year contract in the amount of \$49,751.82 per year, with the option of three (3) one-year renewals at the discretion of the City Engineer for a total Not-To-Exceed contract amount of \$248,759.10; and

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Agreement between the City of Paducah and BFW for a two-year contract, with the option of three (3) one-year renewals at the discretion of the City Engineer, for pavement inspections services for city streets utilizing the PAVER program in an amount of \$49,741.82 per year for a total Not-To-Exceed amount of \$248,759.10 and authorizes the Mayor to execute said Agreement.

SECTION 2. Expenditures. The expenditure shall be charged to the MAP Program Street Resurfacing and Rehabilitation Account 23002217-542270.

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

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

GEORGE BRAY, MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, November 9, 2021

Adopted by the Board of Commissioners, November 23, 2021

Recorded by Lindsay R. Parish, City Clerk, November 23, 2021

Published by *The Paducah Sun*, _____

\ord\eng\agree-pavement management BFW pavement inspection 2021



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

10/27/2021

Mr. Rick Murphy, City Engineer
City of Paducah
300 S. 5th Street
Paducah, KY 42001

RE: Pavement Management

Dear Mr. Rick Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. (BFW) has performed a comprehensive review of the City of Paducah's PAVER database. It is our understanding that the initial PAVER database was constructed in 2018 and subsequent maintenance inspections have not been performed. Upon review of the data BFW addressed several streets that were no longer of interest for various reasons, including alley ways, closures, etc.

BFW proposes to perform inspections on City streets in accordance with the inspection schedules originally set forth as a part of the pavement management program. These inspections will be selectively performed based on the PCI ratings calculated in 2018 and upon coordination with the City Engineer. The City of Paducah's database will be updated accordingly, and this information will be used in street rehabilitation planning for the next five (5) years.

FIELD INSPECTION SERVICES \$36,841.02

- BFW will provide inspection services on streets where pavement condition index (PCI) ratings are classified as "failed, serious, or poor" condition to update and/or prioritize streets that are similarly rated.
- Inspection services will incorporate streets that the City Engineer deems necessary due to other circumstances in addition to PCI ratings.
- BFW will inspect a randomized, 20% percent of streets, yearly, to meet a five (5) year rolling average to maintain PCI data.

SELECTION OF STREETS AND UTILITY COORDINATION \$2,000.00

- BFW will provide a recommendation of street selections in need of repair to the City Engineer ahead of each paving season with consideration to ongoing or upcoming utility projects.
- BFW will provide cost/benefit relationships for the selections and update the list after the City Engineer concurs.
- BFW will provide a yearly street paving plan via hard copy maps and GIS compatible files for website distribution.

PAVER/GIS SERVICES \$9,430.80

- BFW will update PCI ratings where inspections have occurred in the PAVER database.

www.bfwengineers.com

- BFW will update PCI ratings for city streets that have recently been rehabilitated.
- BFW will produce selection maps to be used by the City in hardcopy and GIS form.
- BFW will maintain the PAVER database on behalf of the City of Paducah.

PUBLIC ENGAGEMENT..... \$1,480.00

- BFW will participate in public presentations and meetings, as requested by the City Engineer.
- BFW will provide presentation materials for the work release on an annual basis ahead of each paving season.

BFW proposes to perform the above defined scope of work for a cost of \$49,751.82 on an annual basis for the initial two (2) year period of this contract. It is our understanding that three (3) annual extension options will be included in the contract at the City Engineer's discretion to exercise after the initial two-year base period. The maximum duration of this contract is for five (5) years, in effort to complete inspections for 100% of city streets.

The proposal is based on a lump-sum cost for the services listed in scope. Additional scope items and reimbursable expenses such as permit fees, mailing expenses, etc. will be billed at BFW hourly rate schedule, incurred expenses or agreed to negotiated lump sum.

Finished product will consist of the annual street rehabilitation list and presentation materials. Restructure due to significant revisions to the base plan after initial submittals to the Governing Agency will be considered reimbursable expenses per rates.

We look forward to working with you in the future and should you have any questions or need further information, please contact our office at (270) 443-1995.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.

Maegan Mansfield

Maegan Mansfield, PE, Project Manager

<u>AUTHORIZATION TO PROCEED</u> <u>Civil Engineering Services – Paducah, KY</u>	
<u>Civil Engineering Services</u>	
<u>Signature:</u>	<u>Date:</u>
<u>Printed Name:</u>	
<u>Title:</u>	

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: McCracken County 2011 GOB (MSU) Refinancing - 2021A - **D JORDAN**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: In 2011, the City of Paducah, McCracken County and Murray State University (MSU) cooperatively committed to the issuance of bonds in the amount of \$10 million for the construction of a facility on land owned by MSU near I-24. At the time, an agreement between the City and County was drawn up outlining the City's financial commitment to assist the County with the retirement of the debt. The County issued the bonds.

The bond market appears to be favorable to refinance the remaining 2011 bond issue outstanding balance over the life of the issue at an interest savings yet to be determined. The County, working cooperatively with the City and MSU, intends to refinance the remaining balance of the outstanding GOB to affect an interest cost savings over the remaining life of the issue.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name: Bond Fund

Account Number: Bond Fund

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed ordinance and related documents to refinance the County's 2011 GOB.

Attachments:

1. 2011 Bond Series MSU Refinance 2021
2. McCracken 2021 - Amended and Restated Interlocal Cooperation Agreement

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING AND APPROVING THE ISSUANCE OF A CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING NOTE, SERIES 2021A IN AN AGGREGATE PRINCIPAL AMOUNT EQUAL TO THAT PERCENTAGE OF THE PRINCIPAL AMOUNT OF THE COUNTY OF MCCRACKEN, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A, WHICH, BEARING INTEREST AT THE SAME RATE OR RATES AS THE BONDS, RESULTS IN AGGREGATE ANNUAL PAYMENTS OF PRINCIPAL AND INTEREST ON THE NOTE NOT EXCEEDING \$175,000 FOR EACH FISCAL YEAR DURING THE TERM OF THE BONDS; AUTHORIZING AND APPROVING AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF MCCRACKEN, KENTUCKY; APPROVING THE FORM OF THE NOTE; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE NOTE AND THE AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT; AUTHORIZING THE LEVY OF A DIRECT ANNUAL TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY, IN ADDITION TO ALL OTHER TAXES, IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE NOTE WHEN AND AS THE SAME BECOMES DUE; PROVIDING FOR THE PAYMENT AND SECURITY OF THE NOTE; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the “Act”), a city may issue bonds and notes, subject to the requirements of the Act, to pay all or any portion of the costs of financing or refinancing any public project to the extent that the city is authorized to cause the acquisition, construction, installation, and equipping thereof; and

WHEREAS, pursuant to the Act, the County of McCracken, Kentucky (the “County”), by ordinance adopted on September 26, 2011, previously issued its County of McCracken, Kentucky, General Obligation Bonds, Series 2011 (the “Prior Bonds”), in an original aggregate principal amount of \$9,980,000 to finance the acquisition, construction, installation, and equipping of an educational building and associated streets, parking lots, utilities, and infrastructure (the “Project Improvements”) located 4430 Sunset Avenue, Paducah, Kentucky 42001 (the “Project Site” and, together with the Project Improvements, the “Project”); and

WHEREAS, to transfer a leasehold interest in the Project Site from Murray State University (the “University”) to the County, the University and the County previously entered into a Ground Lease Agreement dated November 1, 2011, whereby the University, as landlord, leased the Project Site to the County, as tenant, until the earlier of December 1, 2031, or the first date that the Prior Bonds are no longer outstanding; and

WHEREAS, to provide a portion of the monies needed to pay debt service on the Prior Bonds, the University and the County previously entered into a Contract, Lease, and Option dated November 1, 2011, whereby the County, as landlord, agreed to lease the Project, including the Project Site, to the University, as tenant, until the scheduled date of the final maturity of the Prior Bonds on December 1, 2031, and where the University agreed to make the lease payments set forth therein to the County; and

WHEREAS, to provide a means for the City of Paducah, Kentucky (the "City") to also provide a portion of the monies needed to pay debt service on the Prior Bonds, the City and the County previously entered in to an Interlocal Cooperation Agreement dated October 15, 2011 pursuant to Sections 65.210 to 65.300 of the Kentucky Revised Statutes (the "Interlocal Act"), whereby the City agreed to issue its General Obligation Note, Series 2011 (the "Prior Note") payable to the County in an amount not in excess of \$175,000 per year; and

WHEREAS, the City, by ordinance adopted on September 27, 2011, authorized the Prior Note and secured its payment by a pledge of the full faith, credit, and taxing power of the City; and

WHEREAS, the County has determined that the present conditions of the municipal market are favorable and that it is therefore advantageous and in the best interests of the County for the County to proceed with the refunding in advance of maturity of all of the Prior Bonds and the University and the City also agree to the benefit of the refunding; and

WHEREAS, to achieve the foregoing objectives of the County, the County has determined that it is necessary and desirable for the County to proceed with the issuance of its General Obligation Refunding Bonds, Series 2021A in the approximate principal amount of \$5,500,000 (the "Bonds") (i) to refund in advance of maturity all of the outstanding Prior Bonds, (ii) to pay all or a portion of the cost of credit enhancement on the Bonds, if any, and (iii) to pay all or a portion of the costs of issuance of the Bonds; and

WHEREAS, to provide for the County to hold a leasehold interest in the Project Site while the Bonds are outstanding, the County has approved or is expected to approved the execution and delivery by the County of an Amended and Restated Ground Lease Agreement by and between the County and the University, whereby the University, as landlord, will continue to lease the Project Site to the County, as tenant, until the earlier of December 1, 2031, or the first date that the Bonds are no longer outstanding; and

WHEREAS, to provide a portion of the monies needed to pay debt service on the Bonds, the County has approved or is expected to approve the execution and delivery by the County of an Amended and Restated Contract, Lease, and Option by and between the County and the University, whereby the County, as landlord, will continue to lease the Project, including the Project Site, to the University, as tenant, until the scheduled date of the final maturity of the Bonds on December 1, 2031, and where the University will agree to make the lease payments set forth therein to the County; and

WHEREAS, to provide a means for the City to provide a portion of the monies needed to pay debt service on the Bonds, the City desires to approve the execution and delivery of an

Amended and Restated Interlocal Cooperation Agreement by and between the City and the County (the "Interlocal Agreement") pursuant to the Interlocal Act, whereby the City will agree to issue its General Obligation Refunding Note, Series 2021A (the "Note") payable to the County in an aggregate amount and bearing interest at a rate or rates that results in aggregate annual payments of principal and interest not to exceed \$175,000 for each fiscal year of the City during the time that the Bonds are outstanding; and

WHEREAS, the Note shall be secured by a pledge of the full faith, credit, and taxing power of the City; and

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

Section 1. Affirmation of Recitals. It is hereby found, determined, and declared that the facts and statements set forth in the recitals of this Ordinance are true and correct and are hereby affirmed, and all acts described in the recitals are hereby ratified. Such facts and statements are adopted and incorporated as a part of this Ordinance.

Section 2. Authorization and Approval of Interlocal Agreement. The City hereby approves the Interlocal Agreement by and between the County and the City in substantially the form attached hereto as Exhibit A and made a part hereof. It is hereby found and determined that the Interlocal Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents, and inhabitants of the City that the City enter into the Interlocal Agreement for the purposes therein specified, and the execution and delivery of the Interlocal Agreement is hereby authorized and approved. The Mayor and City Clerk of the City are hereby authorized to execute the Interlocal Agreement, together with such other agreements, instruments, or certifications which may be necessary to accomplish the transactions contemplated by the Interlocal Agreement with such changes in the Interlocal Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the officials executing the same on behalf of the City. The approval of such changes by the officials, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Interlocal Agreement by such officials.

Section 3. Necessity, Authorization, and Purpose of the Note. The City hereby declares that it is necessary to issue and authorizes the issuance of its General Obligation Refunding Note, Series 2021A payable to the order of the County in an aggregate principal amount equal to that percentage of the principal amount of the Bonds, which, bearing interest at the same rate or rates as the Bonds, results in aggregate annual payments of principal and interest on the Note not exceeding \$175,000 for each fiscal year of the City during the term of the Bonds, for the purpose of refinancing the City's allocable share of the costs of the Project and the costs of issuance of the Bonds.

The exact principal amount of the Note to be issued shall be established in a certificate (the "Final Terms Certificate") to be executed by the Mayor of the City on the date the Bonds are awarded to the purchaser thereof; provided that aggregate payment of principal and interest on the Note shall in no event exceed \$175,000 during any fiscal year of the City.

Section 4. Form of the Note. The Note shall be issued as one fully registered Note numbered R-1, shall be designated “General Obligation Refunding Note, Series 2021A”, shall express upon its face the purpose for which it is issued, shall state that it is issued under the Act and shall be substantially in the form set forth in Exhibit B attached hereto. If the Note is issued after calendar year 2021 pursuant to Section 21 hereof, the designation of the Note shall be such that its calendar year of issuance is reflected in such designation.

The Note shall be issued in a single denomination equal to the par amount thereof and registered in the name of the County. The Note shall be dated its date of initial issuance and delivery.

Interest on the Note shall be payable each June 1 and December 1 (an “Interest Payment Date”), commencing June 1, 2022, at the stated interest rate or rates on the principal amount thereof.

The Note shall be a serial or term note maturing on June 1 and December 1 of the years and in the amount to be established in the Final Terms Certificate after advertised competitive sale of the Bonds based on the interest rates bid in the successful bid for the Bonds (the “Bond Bid”) and the provisions of this Section, provided that the final maturity date of the Note shall be as set forth in the Final Terms Certificate but shall be no later than December 1, 2031. The interest rate or rates on the Note shall be determined in the Final Terms Certificate based on the Bond Bid; provided that the aggregate net interest cost of the Note shall not exceed six percent per annum.

The principal portion of the Note shall be subject to optional redemption before maturity on the same dates and in the same amounts and in the same manner as determined for the Bonds by the County.

At least thirty days before the redemption date of any portion of the Note subject to optional redemption, the City shall direct the County to cause a notice of redemption of a like principal amount of the Bonds, either in whole or in part, signed by the paying agent and registrar for the Bonds (the “Bonds Paying Agent and Registrar”) to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Bonds Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for redemption of the Note for which notice has been sent by the City to the County. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund established for the Bonds (the “Bonds Payment Fund”) by the Bonds Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Note and corresponding portion of the Bonds so called for redemption shall become and be due and payable at the redemption price provided for the redemption of such Note and the Bonds on such date, interest on the Note and corresponding principal amount of Bonds so called for redemption shall cease to accrue, and the City, with respect to the Note, and the registered owners

of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

Section 5. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution are referred to as “Designated Officers”) and shall have the seal of the City or a facsimile thereof affixed thereto. The Designated Officers are further authorized and directed to deliver the Note to the County, upon the terms and conditions provided herein, in the Final Terms Certificate, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate to effectuate the proper issuance, sale, and delivery of the Note.

Section 6. Payment of Note. Payment of or on account of the interest on and principal of the Note shall be made directly to the Bonds Paying Agent and Registrar for the account of the County and the registered owners of the Bonds by check, or by other transfer of funds acceptable to the Bonds Paying Agent and Registrar.

Principal of the Note shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Note to the Bonds Paying Agent and Registrar, or by other transfer of funds acceptable to the Bonds Paying Agent and Registrar.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 7. Filing and Approvals. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information, and to obtain such other approvals, which may be required by law to be filed or obtained by the City, including without limitation the Department for Local Government or the Kentucky Secretary of State for the Interlocal Agreement and filing notice with the State Local Debt Officer of the issuance of the Note.

Section 8. Deposit to Bonds Payment Fund; Payment of Note. The City covenants to deposit to the Bonds Payment Fund, and the Designated Officers are hereby authorized and directed to deposit into such Bonds Payment Fund from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Note on such Interest Payment Date, after taking into account the credits against such payments theretofore deposited in the Bonds Payment Fund pursuant to the Interlocal Agreement. The Bonds Paying Agent and Registrar is hereby authorized by the City to withdraw, from such amounts deposited by the City, on each Interest Payment Date, the amounts necessary to pay principal of, and interest on, a corresponding principal amount of the Bonds and to make payment to the registered owners of the Bonds of the same.

If the City shall fail or refuse to make any required deposit in the Bonds Payment Funds from the Sinking Fund, the Bonds Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii)

upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Note or their assignee, and shall disburse all funds so collected to the owners of the Note as payment of the Note.

Section 9. General Obligation; Maintenance of Sinking Fund. The Note shall be a full general obligation of the City and, for the payment of the Note and the interest thereon, the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment thereof. During the period the Note is outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Note when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. The tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Note and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Pursuant to Ordinance No. 2001-5-6353 adopted by the City, there has heretofore been established with the City a sinking fund (the "Sinking Fund"), which is hereby ordered to be maintained and continued as long as the Note shall remain outstanding and unpaid. The funds derived from the tax levy hereby required or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds and notes issued under the General Obligation Act and Tax-Supported Leases, as defined in the General Obligation Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bonds Payment Fund at the times and in the amounts required by Section 8 hereof.

Section 10. Final Terms Certificate. The Mayor is hereby authorized and directed to execute and deliver the Final Terms Certificate on the date of sale of the Bonds; provided that such Final Terms Certificate shall establish the final principal amount of, the principal amortization of and the interest rate or rates on the Note in accordance with the requirements of Sections 2 and 3 hereof.

Section 11. Disposition of Proceeds of Note. The proceeds of the sale of the Bonds, including the portion represented by the Notes, shall be deposited, together with other available funds, as follows: (i) the amount necessary to refund a portion of the Prior Bonds in advance of maturity shall be deposited to the special redemption fund (the "County of McCracken, Kentucky General Obligation Bonds, Series 2021A - Redemption Fund") to be held by the paying agent and registrar for the Prior Bonds; and (ii) the remainder of the proceeds shall be deposited to the special cost of issuance fund established and designated as the "County of McCracken, Kentucky General Obligation Bonds, Series 2021A - Costs of Issuance Fund" (the "Cost of Issuance Fund") pursuant to the ordinance of the County authorizing the Bonds and used to pay the costs of issuance of the Bonds.

Section 12. Further Actions. In connection with the undertaking and implementation by the City of the plan of refunding herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable, or appropriate actions to effect such plan of refunding.

Section 13. Discharge of Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Note the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Ordinance, then the pledges made under this Ordinance, and all covenants, agreements, and other obligations of the City hereunder, shall thereupon cease, terminate, and become void and be discharged and satisfied.

Section 14. Severability. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 15. Inconsistent Actions. All prior ordinances, resolutions, or parts thereof inconsistent herewith are hereby repealed.

Section 16. Open Meetings Compliance. All meetings of the Fiscal Court and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Note and approval of the Interlocal Agreement were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open meetings, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 17. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO NOTE ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING on November 9, 2021.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, on November 23, 2021.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

City Clerk

Introduced by the Board of Commissioners, November 9, 2021

Adopted by the Board of Commissioners, November 23, 2021

Recorded by Lindsay R. Parish, City Clerk, November 23, 2021

Published by *The Paducah Sun*, _____

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CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the Board of Commissioners of the City at a duly convened meeting held on November 23, 2021, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of the City as of the _____, 2021.

City Clerk

EXHIBIT A
TO
NOTE ORDINANCE

FORM OF AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

(See attachment)

EXHIBIT B
TO
NOTE ORDINANCE

FORM OF NOTE

* * * * *

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION REFUNDING NOTE, SERIES 2021A

No. R-1 \$ _____

NOTE DATE: _____, 2021

MATURITY DATE: December 1, 2031

REGISTERED HOLDER: COUNTY OF MCCRACKEN, KENTUCKY

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the "City"), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal amount (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each June 1 and December 1, commencing June 1, 2022, at the Interest Rates per annum set forth below, calculated on the basis of a 360 day year with 30 day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal and interest of this Note are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal and interest is payable at the designated office of [Paying Agent Name], or any successor thereto (the "County Bonds Paying Agent and Registrar"), in its capacity as the paying agent and registrar of the County of McCracken, Kentucky General Obligation Bonds, Series 2021A (the "County Bonds") or by other transfer of funds acceptable to the County Bonds Paying Agent and Registrar and such owner. All interest on this Note and principal payable before the final maturity date shall be payable by check or draft mailed to the record date registered owner hereof at the address shown on the registration records kept by the County Bonds Paying Agent and Registrar or by other transfer of funds acceptable to the County Bonds Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Note, numbered R-1, aggregating [] Dollars (\$[]) in principal amount, is issued for the purpose of paying the proportionate share of debt service for the County Bonds payable by the City to the County of McCracken, Kentucky (the "County") pursuant to the

Amended and Restated Interlocal Agreement dated [____], by and between the City and the County. The County issued the County Bonds to refund in advance of maturity the County of McCracken, Kentucky General Obligation Bonds, Series 2011 (the “Prior County Bonds”) and to pay costs of issuance of the County Bonds. The proceeds of the Prior County Bonds were used by the County to finance the costs of the acquisition, construction, installation, and equipping of an educational facility and related appurtenances owned by the County and leased to Murray State University. This Note has been issued under and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the Board of Commissioners of the City on the November 23, 2021 (the “Note Ordinance”), upon the affirmative vote of at least a majority of the members of its Board of Commissioners at a public meeting duly and regularly held, and after notice of the issuance of this Note to the State Local Debt Officer of the Commonwealth of Kentucky pursuant to Section 66.310 of the Kentucky Revised Statutes.

This Note and the issue of which it forms a part is a general obligation of the City and the full faith, credit, and taxing power of the City are pledged to the payments due hereunder. THIS NOTE IS CONTINUALLY SECURED BY THE FAITH, CREDIT, AND TAXING POWER OF THE CITY.

The Note shall have a final maturity date of December 1, 2031. Principal installments on this Note shall be due on June 1 and December 1 of the years in the amounts, and shall bear interest at the rates of interest, set forth below:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate Per Annum</u>
June 1, 2022		
December 1, 2022		
December 1, 2023		
December 1, 2024		
December 1, 2025		
December 1, 2026		
December 1, 2027		
December 1, 2028		
December 1, 2029		
December 1, 2030		
December 1, 2031		

The principal amount of this Note maturing on or after December 1, 20[____], shall be subject to optional redemption before its maturity on any date on or after December 1, 20[____], in whole or in part, in such order of maturity as may be determined by the City and by lot within a maturity, at the election of the City upon thirty-five days’ written notice to the County at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

At least thirty days before the redemption date of any portion of this Note, the County shall cause a notice of redemption of a like principal amount of the Bonds either in whole or in part, signed by the Bonds Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all

registered owners of the Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Bonds Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for redemption of this Note for which notice has been sent by the City to the County. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund established for the Bonds (the "County Bonds Payment Fund") by the County Bonds Paying Agent and Registrar for the registered owners of the County Bonds to be redeemed, this Note and a corresponding portion of the County Bonds so called for redemption shall become and be due and payable at the redemption price provided for the redemption of this Note and the County Bonds on such date, interest on this Note and corresponding principal amount of County Bonds so called for redemption shall cease to accrue, and the County, with respect to the Note, and the registered owners of such County Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent, or employee, past, present, or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents, or employees is hereby renounced, waived, and released as a condition of and as consideration for the issuance, execution, and acceptance of this Note.

It is hereby certified that all acts, conditions, and things required to be done, to occur, or to be performed precedent to and in the issuance of this Note, or in the creation of the obligations of which this Note is evidence, have been done, have occurred, and have been performed in regular and due form and manner as required by law; that the faith, credit, and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Note is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Note as it falls due and to provide for the redemption of this Note at maturity or upon earlier redemption.

[Signature page to follow]

SIGNATURE PAGE TO GENERAL OBLIGATION NOTE

IN WITNESS WHEREOF, the City has caused this Note to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

City Clerk

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Louisville, Kentucky, regarding the issue of which the within Note is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

By: _____
City Clerk

FORM OF APPROVING OPINION

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Note and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Note Paying Agent and Registrar to transfer the Note on

the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of [Effective Date], by and between the CITY OF PADUCAH, KENTUCKY (the “City”) and the COUNTY OF MCCRACKEN, KENTUCKY (the “County”).

WITNESSETH

WHEREAS, the parties entered into an Interlocal Cooperation Agreement on October 15, 2011 (the “Prior Agreement”), pursuant to the provisions of Sections 66.011 et seq. of the Kentucky Revised Statutes (the “GO Act”) and Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (the “Interlocal Act”), for the purpose of establishing their respective rights and duties in connection with the financing of the acquisition, construction, installation, and equipping of an educational building and associated streets, parking lots, utilities, and infrastructure (the “Project”) through the issuance of \$9,980,000 of the County’s General Obligation Bonds, Series 2011 (the “Series 2011 Bonds”) and to further provide for the obligations for the allocation of the debt service on the Series 2011 Bonds in order to provide for the orderly payment and retirement of the Series 2011 Bonds; and

WHEREAS, the City and the County have determined that it is in the public interest that the Series 2011 Bonds be refunded in advance of maturity to achieve debt service savings and, therefore, the parties wish to amend and restate the Prior Agreement pursuant to the GO Act and the Interlocal Act to extend the requirements of the Prior Agreement to the County’s refunding of the Series 2011 Bonds by the issuance of the County’s General Obligation Refunding Bonds, Series 2021A (the “Series 2021A Bonds”); and

WHEREAS, the City and the County now wish to establish their respective rights and duties in connection with the refinancing of the Project by the refunding of the Series 2011 Bonds and memorialize their arrangements for the allocation of the debt service on the Series 2021A Bonds in order to provide for the orderly payment and retirement of the Series 2021A Bonds, all in accordance with the Interlocal Act and the GO Act;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS BETWEEN THE PARTIES, IT IS AGREED AS FOLLOWS:

DEFINITIONS

The following capitalized terms shall have the meanings wherever utilized within this Agreement unless the context requires otherwise.

“Additional Bond Ordinance” means any Ordinance passed and adopted by the Fiscal Court of the County authorizing the issuance of Additional Bonds for the purpose of refunding the Series 2021A Bonds.

“Additional Bonds” means any bonds, notes, or other obligations issued or incurred by the County to refund, in whole or in part, the Series 2021A Bonds in advance of maturity

pursuant to an Additional Bond Ordinance, as approved by the County and the City in writing before the date of sale of any such Additional Bonds.

“Additional Note Ordinance” means any Ordinance passed and adopted by the Board of Commissioners of the City authorizing the issuance of a Note for the purpose of refunding the Series 2021A Note.

“Additional Notes” means any notes issued or incurred by the City to refund, in whole or in part, the Series 2021A Note in advance of maturity pursuant to an Additional Note Ordinance, as approved by the City before the date of sale of any Additional Bonds.

“Agreement” means this Amended and Restated Interlocal Cooperation Agreement” dated [Effective Date], by and between the City and the County.

“Bond Fund” means the fund established and designated as the “Bond Payment Fund” in the Series 2021A Bond Ordinance and any fund established in any Additional Bond Ordinance for the purpose of paying the principal of, interest on, and premium, if any, on such Additional Bond.

“Bonds” means the Series 2021A Bonds and all Additional Bonds authorized pursuant to the provisions of the GO Act, the Interlocal Act, and this Agreement.

“City” means the City of Paducah, Kentucky acting by and through its Board of Commissioners.

“City’s Contribution” means an annual amount not exceeding \$175,000 for each fiscal year of the City during the Term of the Bonds.

“Code” means the Internal Revenue Code of 1986 as amended and all Regulations promulgated thereunder.

“County” means the County of McCracken, Kentucky acting by and through its Fiscal Court.

“County’s Contribution” means the annual amount due as principal and interest payment on its Bonds, subject to a credit against such amount equal to the sum of (i) Lease Revenues received from the University under the Lease which are deposited in the Bond Fund; and (ii) the City’s Contribution.

“Date of Delivery” means the date on which the Bonds are delivered to the purchaser thereof.

“Due Date” means December 1 and June 1 of each year when principal and/or interest on the Bonds becomes due.

“Go Act” means KRS 66.011 et seq.

“Interlocal Act” means KRS 65.210 through 65.300, inclusive.

“KRS” means the Kentucky Revised Statutes, as amended.

“Lease” means the Amended and Restated Contract, Lease, & Option to be entered into between the County and the University.

“Lease Revenues” means the amounts designated as Base Rent in the Lease and actually deposited in the Bond Fund.

“Notes” means the Series 2021A Note and all Additional Notes authorized pursuant to the provisions of the GO Act, the Interlocal Act, and this Agreement.

“Project” means the educational building and associated streets, parking lots, utilities, and infrastructure, the costs of which were financed with the proceeds of the Series 2011 Bonds.

“Series 2011 Bonds” means the County of McCracken, Kentucky General Obligation Bonds, Series 2011 issued by the County on November 22, 2011 in an original aggregate principal amount of \$9,980,000.

“Series 2011 Note” means the City of Paducah, Kentucky, General Obligation Note, Series 2011 issued by the City on November 22, 2011 in favor of the County in an original aggregate principal amount of \$2,674,093.

“Series 2021A Bonds” means the County of McCracken, Kentucky General Obligation Refunding Bonds, Series 2021A to be issued in an aggregate principal amount of \$5,500,000, subject to a permitted adjustment increasing the principal amount thereof by up to \$550,000 or decreasing the principal amount of the Bonds by any amount. If the Series 2021A Bonds are issued in a calendar year other than 2021, the Series 2021A Bond Ordinance permits amending their designation to reflect their calendar year of issuance.

“Series 2021A Note” means the City of Paducah, Kentucky General Obligation Refunding Note, Series 2021A to be issued in an aggregate principal amount equal to that percentage of the principal amount of the Series 2021A Bonds, which, bearing interest at the same rate or rates as the Series 2021A Bonds, results in aggregate annual payments of principal and interest on the Series 2021A Note not exceeding \$175,000 for each fiscal year of the City during the term of the Series 2021A Bonds. If the Series 2021A Note is issued in a calendar year other than 2021, the Series 2021A Note Ordinance permits amending its designation to reflect its calendar year of issuance.

“Series 2021A Bond Ordinance” means the ordinance adopted by the Fiscal Court of the County on November 22, 2021 authorizing the Series 2021A Bonds and the execution and delivery by the County of this Agreement.

“Series 2021A Note Ordinance” means the ordinance adopted by the Board of Commissioners of the City on November 23, 2021 authorizing the Series 2021A Note and the execution and delivery by the City of this Agreement.

“Term of the Bonds” means the period beginning with the dated date of the Series 2021A Bonds and running until the last principal maturity of the Bonds is paid and retired, including all interest thereon.

“University” means Murray State University, a state agency and political subdivision of the Commonwealth of Kentucky.

GENERAL FINANCING PLAN

It is the intention of the parties to this Agreement to set forth their respective rights and duties in connection with refinancing the costs of the Project.

The County shall issue the Series 2021A Bonds in an approximate aggregate principal amount of \$5,500,000, subject to a permitted adjustment increasing the principal amount thereof by up to \$550,000 or decreasing the principal amount of the Bonds by any amount, which, after the deduction of the expenses incident to the authorization, issuance, sale, award, execution, and delivery of said the Series 2021A Bonds, shall be utilized (i) to provide funds for the refunding the outstanding Series 2011 Bonds in advance of maturity; (ii) to pay the costs of credit enhancement for the Series 2021A Bonds, if any; and (iii) to pay the costs of issuance of the Series 2021A Bonds. The Series 2021A Bonds shall be secured by the full faith, credit, and taxing power of the County; provided, however, that the Project will be leased by the County to the University pursuant to the Lease for a term of ten years and for rental payments calculated to be sufficient to pay that portion of the debt service on the Bonds for the Term of the Bonds set forth in the Lease. Pursuant to the Lease, the University will agree to make rental payments for deposit to the Bond Fund and to operate, maintain, and insure the Project without any further contributions from the City or the County.

To further secure the payment of the Series 2021A Bonds and to evidence its participation in the refunding of the Series 2011 Bonds (and the refinancing of the costs of the Project achieved thereby), the City shall authorize, issue, and deliver its Series 2021A Note to the County in a principal amount equal to that percentage of the principal amount of the Series 2021A Bonds, which, bearing interest at the same rate or rates as the Series 2021A Bonds, results in annual payments of principal and interest on the Series 2021A Note not exceeding \$175,000 for each fiscal year of the City during the Term of the Bonds.

If the County and the City mutually determine that refunding the Series 2021A Bonds would result in debt service savings, and such refunding is permitted by the terms of the Series 2021A Bonds, the Series 2021A Bond Ordinance, and the Series 2021A Note Ordinance, upon authorization by the Fiscal Court and the Board of Commissioners, the County may issue a series of Additional Bonds to refund the Series 2021A Bonds in advance of maturity. In such case, the City shall issue an Additional Note, in replacement of the Series 2021A Note, and the City, the County, and the University shall share the decreased debt service resulting from such refunding proportionately in determining their new annual financial obligations with respect to debt service for the Additional Bonds. For purposes of this Agreement, any Additional Bonds issued by the County and any Additional Notes issued by the City shall be treated as Bonds and Notes, respectively, hereunder.

RIGHTS AND DUTIES OF THE COUNTY

The County shall adopt the Bond Ordinance authorizing the issuance of the Bonds and the execution and delivery of the Lease.

The County shall issue Bonds and deposit the proceeds thereof, after payment of costs of issuing the Bonds, in the Redemption Fund to refund the Series 2011 Bonds (or the Series 2021A Bonds, if such Bonds are later refunded) in accordance with the terms of this Agreement, the governing Bond Ordinance, and the Lease. Simultaneously with the delivery of Bonds, the County shall receive a Note in a principal amount equal to that percentage of the principal amount of the Bonds, which, bearing interest at the same rate or rates as such Bonds, results in annual payments of principal and interest on the Note not exceeding \$175,000 for each fiscal year during the Term of such Bonds.

The County shall enter into the Lease with the University whereunder the County and the University shall agree to refund the Series 2011 Bonds (or the Series 2021A Bonds, if such Bonds are to be later refunded), with the proceeds of the Bonds and the University shall agree to lease the Project from the County upon the terms hereinabove set forth.

RIGHTS AND DUTIES OF THE CITY

The City shall adopt the Note Ordinance authorizing the issuance of the Series 2021A Note.

The City shall issue and deliver to the County its Note (initially the Series 2011A Note) on the date the County issues Bonds (initially the Series 2021A Bonds). Each such Note shall be in a principal amount equal to that percentage of the principal amount of the corresponding Bonds, which, bearing interest at the same rate or rates as such Bonds, results in annual payments of principal and interest on the Note not exceeding \$175,000 for each fiscal year during the Term of such Bonds. Each Note shall bear interest at the same rates as the corresponding Bonds and shall mature on the same schedule as the Bonds; provided that in no event shall payments of principal and interest on each Note exceed \$175,000 during any fiscal year of the City. On each Due Date the City shall cause the City's Contribution evidenced by the then applicable Note to be deposited in the Bond Fund.

AGREEMENT AS CONTRACT; OWNERS OF BONDS AS THIRD PARTY BENEFICIARIES

This Agreement is made for the benefit and security of all those who may become the registered owners of the Bonds (the "Bondholders"), and no change, alteration, or amendment shall be made to the terms hereof so long as any Bonds remain outstanding.

DECLARATION OF PUBLIC POLICY

The City and the County hereby declare that it is in the best interest of each to cooperate, on an equal basis, in the acquisition and financing of the Project, which is declared to be a public project for public purposes as defined in the Kentucky Revised Statutes, and in accordance with this declaration have entered into this Agreement pursuant to the provisions of the Interlocal Act in order that the public policy goals inherent in the Project may be realized by the City and the County.

DURATION AND TERMINATION; AMENDMENTS

This Agreement shall become operational and have force and effect upon its execution, approval by the Kentucky Attorney General, and filing with the Kentucky Secretary of State, all pursuant to the Interlocal Act. The duration of this Agreement shall be from its effective date through and including the date any Bonds issued by the County are paid in full, whereupon this Agreement shall be deemed terminated. This Agreement may be amended or any of its terms modified only by a written document authorized, executed, and delivered by each of the parties hereto; provided that no change, alteration, or amendment shall be made to the terms hereof so long as the Bonds remain outstanding without the consent of the registered holders of at least two-thirds of the principal amount of Bonds then outstanding.

NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of the City or the County shall be subject to any personal liability for any debt or contract created by this Agreement or as a result thereof.

NATURE OF AGREEMENT

The City and the County agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification, or responsibilities for debts, liabilities, or claims, or liabilities incurred by any of the City or the County in their governmental operations, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that the County or the City would otherwise be entitled to under any applicable law.

MISCELLANEOUS

This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and transferees.

Nothing expressed or implied herein is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and the Bondholders, any right, remedy, or claim by reason of this Agreement or any term hereof, and all terms contained herein shall be for the sole and exclusive benefit of the parties hereto, and their successors and permitted transferees and such Bondholders.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement or the applicability of the provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances.

This Agreement may be amended or any of its terms modified only by a written document authorized, executed, and delivered by each of the parties hereto.

This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

[Signature page to follow]

SIGNATURE PAGE TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PADUCAH, KENTUCKY,
authorized by action of the Board of
Commissioners of the City on November 23,
2021

By: _____
Mayor

Attest:

City Clerk

COUNTY OF MCCRACKEN,
KENTUCKY, authorized by action of the
Fiscal Court of the County on November 22,
2021

By: _____
County Judge/Executive

Attest:

Fiscal Court Clerk

The foregoing instrument was prepared by:

Mark S. Franklin
101 South Fifth Street, Suite 2500
Louisville, Kentucky 40202
(502) 540-2584
mark.franklin@dinsmore.com

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
700 CAPITOL AVENUE, SUITE 118
FRANKFORT, KENTUCKY 40601-3449
(502696-5300

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT

between

City of Paducah, Kentucky

and

McCracken County, Kentucky

This Amended and Restated Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky. Therefore, it is approved this _____, 2021.

OFFICE OF KENTUCKY ATTORNEY
GENERAL DANIEL CAMERON

By: _____
Title: _____
Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: JSA Sanitary Sewer Easement at 1105 South 3rd Street - **N HUTCHISON**

Category: Ordinance

Staff Work By: Nicholas Hutchison

Presentation By: Nicholas Hutchison

Background Information: The City of Paducah has owned the lot at 1105 South 3rd Street since the 1950's and wishes to place the lot for sale. There is an 8" Sanitary Sewer that crosses the lot from the alley to 3rd Street. In order for the property to be listed, an easement is required to protect the sanitary sewer. JSA has written an easement for execution by the City which will protect the sewer from being built over once the property is sold.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to Execute the Sanitary Sewer Easement.

Attachments:

1. Sanitary Sewer Easement Joint Sewer Agency JSA – 1105 South 3rd Street

ORDINANCE NO. 2021-11-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY,
AND PADUCAH MCCrackEN COUNTY JOINT SEWER AGENCY FOR AN AREA
LOCATED AT 1105 SOUTH 3rd STREET OWNED BY THE CITY OF PADUAH IN ORDER
TO PROTECT THE SANITARY SEWER

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a
Sanitary Sewer Easement between the City of Paducah and Paducah McCracken County Joint
Sewer Agency, as attached hereto and made part hereof, Exhibit 1, for and in consideration of
One dollar and no cents (\$1.00) for an area located at 1105 South 3rd Street, and being more
particularly described as follows:

SANITARY SEWER EASEMENT

A strip of land 15 feet in width, centered over the existing sanitary
sewer as constructed, extending from the easterly property line to
the westerly property line, as shown on Exhibit A hereto attached
and made part of this document.

Being a part of the same property conveyed to the City of Paducah,
by deed dated December 1, 1955, as recorded in Deed Book 370,
Page 195, in the McCracken County Clerk's Office.

SECTION 2. This ordinance shall be read on two separate days and will become
effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 9, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\Sanitary Sewer Easement Joint Sewer Agency JSA – 1105 South 3rd Street

Exhibit 1

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2021, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called "Grantor(s)" (whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2021, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCrackEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called "Grantee";

WITNESSETH:

That for and in consideration of **One dollar and no cents (\$1.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

SANITARY SEWER EASEMENT

A strip of land 15 feet in width, centered over the existing sanitary sewer as constructed, extending from the easterly property line to the westerly property line, as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated December 1, 1955, as recorded in Deed Book 370, Page 195, in the McCracken County Clerk's Office.

The aforesaid sanitary sewer easement is perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH MCCrackEN COUNTY
JOINT SEWER AGENCY

BY: _____

BY:  _____

TITLE: _____

TITLE: EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was
thereupon acknowledged before me by _____ (name), _____
_____ (title), an authorized agent for the City of Paducah, to be a free and voluntary act and
deed, all of which is hereby certified to the proper office of record.

My Commission expires: _____.

WITNESS my hand and notarial seal on this the _____ day of _____, 20____.

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF McCracken

I, Laguita Ann Kelly, a Notary Public in and for the State and County
aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was
thereupon acknowledged before me by John Hodges (name), Executive Dir
_____ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free
and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires: 4-14-2022.

WITNESS my hand and notarial seal on this the 21st day of October, 2021.

Laguita A. Kelly
Notary Public, State at Large

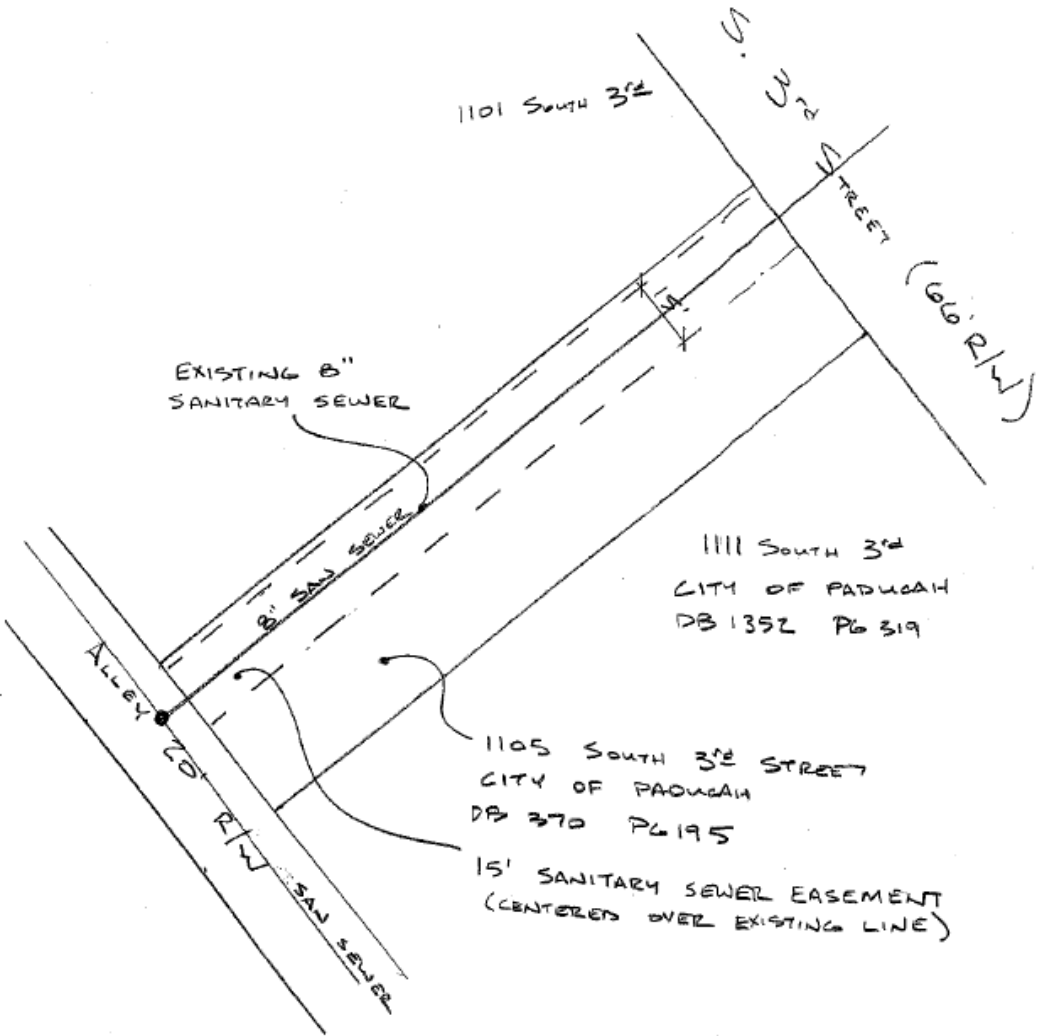
Notary ID# 598755

This instrument was prepared by:

Derton Law Firm, PLLC
P. O. Box 969
Paducah, Kentucky 42002-0969

Exhibit A

EXHIBIT A



Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Amend Code of Ordinances Section 2-582 related to the Creative And Cultural Council - N HUTCHISON

Category: Ordinance

Staff Work By: Nicholas Hutchison

Presentation By: Nicholas Hutchison

Background Information: Section 2-258 entitled "Composition; appointment of members", specifies the composition and terms of members of the Creative and Cultural Council. Currently, the board has five (5) citizens and the Director of planning, Neighborhood Project Planner, and Grants Administrator. The proposed amendments will reduce the number of city staff on the board from three (3) to two (2), and remove the specific job titles from the code language. Further, the amendment changes the number of citizen members from five (5) to seven (7) for a new total of nine (9) members. The reduction in city staff on the board allows for greater public participation and representation of the community, and mitigates future text amendments due to changes in job titles. The amendment also removes the initial staggered terms that were established at the creation of the board. Those staggered terms are now irrelevant, and all members will serve a three (3) year term, and may not serve more than two (2) three (3) year terms.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: The Creative and Cultural Council approves proposed text amendments.

Attachments:

1. 2-582 Creative & Cultural Council Composition

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE AMENDING CHAPTER 2 DIVISION 17 “PADUCAH CREATIVE AND CULTURAL COUNCIL” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH TO AMEND SECTION 2-582 “COMPOSITION; APPOINTMENT OF MEMBERS”

WHEREAS, the Paducah Creative & Cultural Council has made a recommendation to the City Commission to amend Section 2-582 of the Code of Ordinances of the City of Paducah related to the Composition and appointment of members of the Creative & Cultural Council; and

WHEREAS, the City seeks to modify the composition of the Paducah Creative and Cultural Council in order to enhance public participation and make city staff representation general and not tied to specific job titles.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 2-582 entitled “Composition; appointment of members” as follows:

Sec. 2-582. Composition; appointment of members

The Mayor with the consent of a majority of the City Commission, shall appoint the members of the Council to be called the Paducah Creative and Cultural Council. The board shall consist of [~~five (5)~~] seven (7) citizens of the City of Paducah[~~, the Paducah Director of Planning, the Paducah Neighborhood Project Planner and the Paducah Grants Administrator.~~] and two (2) members of City staff appointed by the Mayor. Citizen members [~~initially designated~~] shall serve terms of three (3) years or until their successors are appointed and confirmed; [~~provided, however, that initially, two (2) members shall be appointed for terms of one (1) year; two (2) members shall be appointed for terms of two (2) years; and one (1) member shall be appointed for terms of three (3) years.~~] Each term, except for initial appointments, shall be for three (3) years each, and/or until their successors are appointed and qualified. No member may serve more than two (2) full three-year terms. Vacancies shall be filled in the same manner as in the original appointments and for the unexpired term of the vacancy. Board members shall be appointed based in part on their professional competence of arts and cultural and may include creative entrepreneurs, arts advocates and concerned members of the public.

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

SECTION 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, 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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

ord\2-582 Creative & Cultural Council Composition

Agenda Action Form

Paducah City Commission

Meeting Date: November 23, 2021

Short Title: Approve Right of Way Closings running near Clark Street, Polk Street and Washington Street - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owner has submitted an executed application and guarantee requesting the closure of: 399.78' of South 22nd Street; 100' of Clark Street; a 12.5' wide, 50' long alley; 50' of a 20' wide alley and 239.3' of an approximate 15' alley

Donald I. Shively, Superintendent, Paducah Independent School District

On November 1, 2021, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of 399.78' of South 22nd Street; 100' of Clark Street; a 12.5' wide, 50' long alley; 50' of a 20' wide alley and 239.3' of an approximate 15' alley and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. alley – South 22nd Street and Clark Street 2021
2. PISD_Head Start_Closure Application
3. PISD_Head Start_Closure Guarantee
4. PISD_Head Start_Prelim Plat
5. PISD_Head Start_PC Resolution

ORDINANCE NO. 2021-__ - ____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 399.78' OF SOUTH 22ND STREET; 100' OF CLARK STREET; A 12.5' WIDE, 50' LONG ALLEY; 50' OF A 20' WIDE ALLEY AND 239.3' OF AN APPROXIMATE 15' ALLEY; 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 399.78' of South 22nd Street; 100' of Clark Street; a 12.5' wide, 50' long alley; 50' of a 20' wide alley and 239.3' of an approximately 15' alley as follows:

LEGAL DESCRIPTION

22nd Street and Clark Street Closure

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the east of 23rd Street (Otis Dinning Drive), south of Washington Street, west of 21st Street, and north of Polk Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (found) at the intersection of the west right-of-way of 22nd Street and the south right-of-way of Washington Street;

Thence with the south right-of-way of Washington Street, N65°01'07"E a distance of 60.00 ft. to a point, said point being in the east right-of-way of 22nd Street;

Thence leaving the above said right-of-way and along the east right-of-way of 22nd Street, S24°58'53"E a distance of 346.5 ft. to a point, said point being in the north right-of-way of Clark Street;

Thence along the north right-of-way of Clark Street, N65°01'07"E a distance of 100.00 ft. to a point;

Thence leaving the above said right-of-way, S25°18'02"E a distance of 32.82 ft. to a point, said point being in the centerline of Clark Street;

Thence along the above said centerline, S64°41'58"W a distance of 6.70 ft. to a point;

Thence leaving the above said centerline, S25°18'02"E a distance of 33.00 ft. to a point, said point being in the south right-of-way of Clark Street;

Thence along the south right-of-way of Clark Street, S64°41'58"W a distance of 70.56 ft. to a point;

Thence continuing along the above said right-of-way, S65°34'42"W a distance of 82.70 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being in the west right-of-way of 22nd Street;

Thence along the above said west right-of-way of 22nd Street, N25°05'17"W a distance of 151.69 ft. to a ½" pinch pipe (found);

Thence continuing along the above said right-of-way, N24°52'56"W a distance of 87.34 ft. to a 1" pinch pipe (found);

Thence continuing along the above said right-of-way, N26°19'18"W a distance of 12.16 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found);

Thence continuing along the above said right-of-way, N24°58'53"W a distance of 160.75 ft. to the point of beginning.

The above described Tract contains 31,069 square feet (0.713 acres).

12.5' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of 22nd Street and south of Washington Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (found) at the intersection of the west right-of-way of 22nd Street and the south right-of-way of Washington Street;

Thence with the west right-of-way of 22nd Street, S24°58'53"E a distance of 160.75 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the southeast corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 52); said point also being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the west right-of-way of 22nd Street, S26°19'18"E a distance of 12.16 ft. to a 1" pinch pipe (found), said point being in the east property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1365, Page 189);

Thence leaving above said right-of-way, S64°37'56"W a distance of 50.29 ft. to a 1" pinch pipe;

Thence, N24°58'53"W a distance of 12.50 ft. to a ½" rebar and cap stamped "BFW KJW #3445", said point being the southwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 52);

Thence along the south property line of the above said Paducah Independent School District – Board of Education property, N65°01'07"E a distance of 50.00 ft. to the True Point of Beginning.

The above described Tract contains 618 square feet.

20' ALLEY CLOSURE

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the east side of 22nd Street and south of Washington Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point at the intersection of the east right-of-way of 22nd Street and the south right-of-way of Washington Street;

Thence with the east right-of-way of 22nd Street, S24°58'53"E a distance of 163.25 ft. to a point, said point being the north right-of-way of a 20' alley, said point also being the True Point of Beginning;

Thence from the True Point of Beginning and along the north right-of-way of said 20' alley, N65°01'07"E a distance of 50.00 ft. to a point;

Thence leaving the above said right-of-way, S24°58'53"E a distance of 20.00 ft. to a point, said point being in the south right-of-way of 20' alley;

Thence along the south right-of-way of above said alley, S65°01'07"W a distance of 50.00 ft. to a point, said point being in the east right-of-way of 22nd Street;

Thence along the east right-of-way of 22nd Street, N24°58'53"W a distance of 20.00 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 1,000 square feet..

15' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the east side of 23rd Street (Otis Dinning Drive) and north of Polk Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" pipe (found) at the intersection of the east right-of-way of 23rd Street (Otis Dinning Drive) and the north right-of-way of Polk Street;

Thence with the north right-of-way of Polk Street, N58°19'59"E a distance of 109.98 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the southeast corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1395, Page 770), said point also being 13.85 ft. from the centerline of Polk Street; said point also being the True Point of Beginning;

Thence from the True Point of Beginning, N23°52'05"W a distance of 138.98 ft. to a ½" rebar (found), said point being in the east property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 48), said point also being in the south property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 180);

Thence along the south property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 180), N65°19'45"E a distance of 138.23 ft. to a ½" rebar (found);

Thence continuing along the above said property line, N28°19'51"E a distance of 40.38 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being the southwest corner of Clark Street right-of-way, said point being the northwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1416, Page 392);

Thence along the west property line of the above said Paducah Independent School District – Board of Education property, S39°06'22"E a distance of 38.24 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being the northeast corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1415, Page 869);

Thence along the north property line of the above said Paducah Independent School District – Board of Education property, S59°50'31"W a distance of 31.56 ft. to a point;

Thence continuing along the north property line of the above said Paducah Independent School District – Board of Education property, N58°12'47"W a distance of 1.00 ft. to a ½" rebar and cap stamped "DUMMER" (found);

Thence continuing along the north property line of the above said Paducah Independent School District – Board of Education property, S65°17'09"W a distance of 17.00 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being the northwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1415, Page 869), said point also being the northeast corner of the property;

Thence, S65°26'08"W a distance of 119.30 ft. to a ½" pipe (found), said point being the northwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1415, Page 865);

Thence along the west property line of the above said Paducah Independent School District – Board of Education property, S24°33'52"E a distance of 120.00 ft. to a ½" rebar (found), said point being the southeast corner of the above said Paducah Independent School District – Board of Education property, said point also being in the north right-of-way of Polk Street, said point also being 15.0 ft. from the centerline of Polk Street;

Thence along the north right-of-way of Polk Street, S47°45'07"W a distance of 14.13 ft. to the True Point of Beginning.

The above described Tract contains 4,646 square feet.

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

a. Paducah Independent Schools Paducah owns the property abutting the public way which the Board of Commissioners has authorized to be closed; and a Public Right-of-Way Closure Application and Guarantee has been filed.

b. On the 1st day of November, 2021, 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. Paducah Independent Schools is the only property owner in or abutting the public way, and therefor has given their written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A)..

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

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute all documents necessary related to the alley closing as authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 23, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\st close\alley – South 22nd Street and Clark Street 2021

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No.

_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

EXHIBIT A



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

RECEIVED

OCT 11 2021

Planning Department

VAC2021-0003

Date: OCT 8, 2021

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

Public Right-of-Way: A PART OF 22ND ST., A PART OF CLARK ST, A 12.5' ALLEY,
A 15' ALLEY & A PART OF A 20' ALLEY

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

Respectfully submitted by all adjoining property owners:

Donald I. Shively
Signature of Property Owner

Paducah Ind. Schools / Donald I. Shively
Property Owner's Name Printed

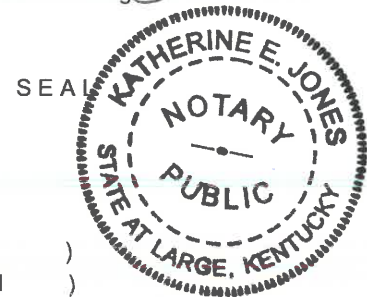
500 S. 25th St. Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 8 day of October, 2021,
by Donald Shively

My Commission expires Aug 24 2024

Katherine E. Jones
Notary Public, State at Large



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



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE GUARANTEE**

Date: OCT 8, 2021

If all real property owners whose land adjoins the Public Right-of-Way proposed to be closed have not signed the Application and the Plat, then the following guarantee shall be executed by all Applicants and notarized:

The undersigned Applicant(s) unconditionally Guarantee that I/we 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 Public Right-of-Way named herein.

Public Right-of-Way: A PART OF 22ND ST., A PART OF CLARK ST., A 12.5' ALLEY
A 15' ALLEY & A PART OF A 20' ALLEY

Donald I. Shively
Signature of Property Owner

Paducah Ind. Schools / Donald I. Shively
Property Owner's Name Printed

500 S. 25th St., Paducah, KY 42003
Address

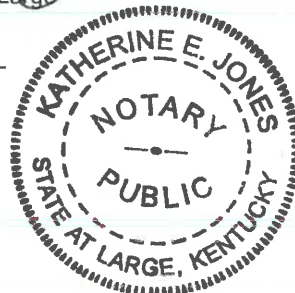
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 8 day of October, 2021,
by Donald Shively.

My Commission expires Aug 24, 2024

Katherine E. Jones
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

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 399.78’ OF SOUTH 22nd STREET; 100’ OF CLARK STREET; a 12.5’ WIDE, 50’ LONG ALLEY; 50’ OF A 20’ ALLEY AND 239.3’ OF AN APPROXIMATE 15’ ALLEY.

WHEREAS, a public hearing was held on November 1, 2021 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close 399.78’ of South 22nd Street; 100’ of Clark Street; a 12.5’ wide, 50’ long alley; 50’ of a 20’ alley and 239.3’ of an approximate 15’ alley.

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

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close said Rights-of-Way as follows:

22nd Street and Clark Street Closure - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the east of 23rd Street (Otis Dinning Drive), south of Washington Street, west of 21st Street, and north of Polk Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½” rebar and cap stamped “BFW KJW #3445” (found) at the intersection of the west right-of-way of 22nd Street and the south right-of-way of Washington Street;

Thence with the south right-of-way of Washington Street, N65°01’07”E a distance of 60.00 ft. to a point, said point being in the east right-of-way of 22nd Street;

Thence leaving the above said right-of-way and along the east right-of-way of 22nd Street, S24°58’53”E a distance of 346.5 ft. to a point, said point being in the north right-of-way of Clark Street;

Thence along the north right-of-way of Clark Street, N65°01’07”E a distance of 100.00 ft. to a point;

Thence leaving the above said right-of-way, S25°18’02”E a distance of 32.82 ft. to a point, said point being in the centerline of Clark Street;

Thence along the above said centerline, S64°41’58”W a distance of 6.70 ft. to a point;

Thence leaving the above said centerline, S25°18’02”E a distance of 33.00 ft. to a point, said point being in the south right-of-way of Clark Street;

Thence along the south right-of-way of Clark Street, S64°41’58”W a distance of 70.56 ft. to a point;

Thence continuing along the above said right-of-way, S65°34’42”W a distance of 82.70 ft. to a ½” rebar and cap stamped “DUMMER” (found), said point being in the west right-of-way of 22nd Street;

Thence along the above said west right-of-way of 22nd Street, N25°05’17”W a distance of 151.69 ft. to a ½” pinch pipe (found);

Thence continuing along the above said right-of-way, N24°52’56”W a distance of 87.34 ft. to a 1” pinch pipe (found);

Thence continuing along the above said right-of-way, N26°19’18”W a distance of 12.16 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (found);

Thence continuing along the above said right-of-way, N24°58’53”W a distance of 160.75 ft. to the point of beginning.

The above described Tract contains 31,069 square feet (0.713 acres).

12.5’ ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of 22nd Street and south of Washington Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½” rebar and cap stamped “BFW KJW #3445” (found) at the intersection of the west right-of-way of 22nd Street and the south right-of-way of Washington Street;

Thence with the west right-of-way of 22nd Street, S24°58'53"E a distance of 160.75 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the southeast corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 52); said point also being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the west right-of-way of 22nd Street, S26°19'18"E a distance of 12.16 ft. to a 1" pinch pipe (found), said point being in the east property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1365, Page 189);

Thence leaving above said right-of-way, S64°37'56"W a distance of 50.29 ft. to a 1" pinch pipe;

Thence, N24°58'53"W a distance of 12.50 ft. to a ½" rebar and cap stamped "BFW KJW #3445", said point being the southwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 52);

Thence along the south property line of the above said Paducah Independent School District – Board of Education property, N65°01'07"E a distance of 50.00 ft. to the True Point of Beginning.

The above described Tract contains 618 square feet.

15' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the east side of 23rd Street (Otis Dinning Drive) and north of Polk Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" pipe (found) at the intersection of the east right-of-way of 23rd Street (Otis Dinning Drive) and the north right-of-way of Polk Street;

Thence with the north right-of-way of Polk Street, N58°19'59"E a distance of 109.98 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the southeast corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1395, Page 770), said point also being 13.85 ft. from the centerline of Polk Street; said point also being the True Point of Beginning;

Thence from the True Point of Beginning, N23°52'05"W a distance of 138.98 ft. to a ½" rebar (found), said point being in the east property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 48), said point also being in the south property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 180);

Thence along the south property line of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1411, Page 180), N65°19'45"E a distance of 138.23 ft. to a ½" rebar (found);

Thence continuing along the above said property line, N28°19'51"E a distance of 40.38 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being the southwest corner of Clark Street right-of-way, said point being the northwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1416, Page 392);

Thence along the west property line of the above said Paducah Independent School District – Board of Education property, S39°06'22"E a distance of 38.24 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being the northeast corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1415, Page 869);

Thence along the north property line of the above said Paducah Independent School District – Board of Education property, S59°50'31"W a distance of 31.56 ft. to a point;

Thence continuing along the north property line of the above said Paducah Independent School District – Board of Education property, N58°12'47"W a distance of 1.00 ft. to a ½" rebar and cap stamped "DUMMER" (found);

Thence continuing along the north property line of the above said Paducah Independent School District – Board of Education property, S65°17'09"W a distance of 17.00 ft. to a ½" rebar and cap stamped "DUMMER" (found), said point being the northwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1415, Page 869), said point also being the northeast corner of the property;

Thence, S65°26'08"W a distance of 119.30 ft. to a ½" pipe (found), said point being the northwest corner of the Paducah Independent School District – Board of Education property (recorded in Deed Book 1415, Page 865);

Thence along the west property line of the above said Paducah Independent School District – Board of Education property, S24°33'52"E a distance of 120.00 ft. to a ½" rebar (found), said point being the southeast corner of the above said Paducah Independent School District – Board of Education property, said point also being in the north right-of-way of Polk Street, said point also being 15.0 ft. from the centerline of Polk Street;

Thence along the north right-of-way of Polk Street, S47°45'07"W a distance of 14.13 ft. to the True Point of Beginning.

The above described Tract contains 4,646 square feet.

20' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the east side of 22nd Street and south of Washington Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point at the intersection of the east right-of-way of 22nd Street and the south right-of-way of Washington Street;

Thence with the east right-of-way of 22nd Street, S24°58'53"E a distance of 163.25 ft. to a point, said point being the north right-of-way of a 20' alley, said point also being the True Point of Beginning;

Thence from the True Point of Beginning and along the north right-of-way of said 20' alley, N65°01'07"E a distance of 50.00 ft. to a point;

Thence leaving the above said right-of-way, S24°58'53"E a distance of 20.00 ft. to a point, said point being in the south right-of-way of 20' alley;

Thence along the south right-of-way of above said alley, S65°01'07"W a distance of 50.00 ft. to a point, said point being in the east right-of-way of 22nd Street;

Thence along the east right-of-way of 22nd Street, N24°58'53"W a distance of 20.00 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 1,000 square feet.

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

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

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on November 1, 2021