



**CITY COMMISSION MEETING
AGENDA FOR DECEMBER 14, 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 Senior Administrative Assistant Beverly Underwood, and Assistant Directors for Parks and Recreation Jared Marsden and Suzanne Davidson

PRESENTATION Christmas Parade Winner Presentation

PRESENTATION 2021 LOVE Awards

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 23, 2021
		B.	Receive & File Documents
		C.	Appointment of George Cumbee and Reappointment of Jackie M. "Jay" Matheny to the Barkley Regional Airport Authority
		D.	Reappointment of Kristin Williams and Vick Patel and Appointment of Michael Cochran and Sherry Kahne to the Paducah Convention & Visitors Bureau
		E.	Appointment of Chris Hook to the Board of Assessment Appeals
		F.	Personnel Actions
		G.	Authorize Amendment to Position & Pay Schedule - S SUAZO

		H.	Authorize Amendment to Pay Grade Schedule - S SUAZO
		I.	Declaration and Sale of Surplus Property-1142 N. 14th St. - N HUTCHISON
		J.	Declaration and Sale of Surplus Property-1126 Park Ave. - N HUTCHISON
		K.	Authorize a First Supplemental Assistance Agreement with the Kentucky Infrastructure Authority - D JORDAN
		L.	Authorize one-year renewal agreement with Midwest Terminal for the City of Paducah's Fuel Supply - C YARBER
		M.	Authorize Purchase of One (1) Pumper Truck for use by the City of Paducah Fire Department in an amount of \$613,206 - C YARBER
		N.	Authorize Application for Assistance to Firefighters Grant for Emergency Bailout Kits in an amount of \$11,340 - S KYLE
		O.	Authorize Application for Assistance to Firefighters Grant for Station Exhaust Systems in an amount of \$190,930.83 - S KYLE
	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Approve Right of Way Closings running near Clark Street, Polk Street and Washington Street - R MURPHY	
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Authorize Annexation Incentives - J SOMMER
	IV.	<u>DISCUSSION</u>	
		A.	Public Works Departmental Update - C YARBER
		B.	Bond & ARPA Funding Discussion - G BRAY
	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 23, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, November 23, 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 Guess led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS: Public Works Director, Chris Yarber, introduced Public Works employees Jerry Gray, Taylor Smith, Troy Stubblefield, Aaron Marquiss, and Anthony Lee.

PROCLAMATION: Mayor Bray presented a Small Business Saturday Proclamation to Katie Axt.

MAYOR'S REMARKS

- Remarked on the passing of former Mayor/Commissioner Gerry Montgomery and her contributions to the City.
- Remarked that the old Amerisource Bergen building at 322 North Third Street has been sold and a bitcoin mining operation will go into that space.

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 November 9, 2021 Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Minute File:</u> 1. Rejection of bids – ¾ Ton pickup truck for use by Parks Facility <u>Deeds:</u> 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 <u>Contract File:</u> 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

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	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 <u>Financials File:</u> 1. City of Paducah Police and Firefighters Pension Fund valuation as of 07-01-2021 <u>Bids File:</u> 1. One ½ Ton pickup 4x4 SSV for Fire Department • Linwood Motors* • Prime Vendor
I(C)	Reappointment of Tammara Sanderson to the Civil Service Commission. This term shall expire December 9, 2024
I(D)	Reappointment of Greg McKeel and Dr. Frank Hideg to the Brooks Stadium Commission. Said term shall expire December 31, 2025
I(E)	Personnel Actions
I(F)	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 (MO #2522; BK 12)
I(G)	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 (MO #2523; BK 12)
I(H)	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 (MO #2524; 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).

MUNICIPAL ORDER

AUTHORIZE SETTLEMENT PARTICIPATION FORMS – JOHNSON & JOHNSON SETTLEMENT

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners authorize a Municipal Order entitled: “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.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson (4) Mayor Bray recused himself from the vote.

ORDINANCE ADOPTION

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

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2021-11-8714; BK 36)

McCRACKEN COUNTY 2011 GOB (MSU) REFINANCING 2021A

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt 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

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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.” 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-11-8715; BK 36)**

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JSA SANITARY SEWER EASEMENT – 1105 SOUTH THIRD STREET

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-11-8716; BK 36)**

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

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-11-8717; BK 36)**

ORDINANCE INTRODUCTION

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: 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, 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.

November 23, 2021

COMMENTS

CITY MANAGER

- City Hall and most of City facilities will be closed for the Thanksgiving holiday on Thursday and Friday. Also recognized our public safety employees who will be working those days. Wished everyone a safe and happy holiday.
- Thanked the employees who participated in the decorating of City Hall and urged the public to visit during the Christmas season.

MAYOR

Paducah will have a Christmas parade this year on December 4. Amie Clark reports that there are 86 entries signed up so far.

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Henderson, 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 5:46 p.m.

ADOPTED: December 14, 2021

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

December 14, 2021

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Kentucky Infrastructure Authority Federally Assisted Clean Water Revolving Loan Fund Conditional Commitment Letter – Increase – MO #2510
2. Fleet Maintenance Service Agreement with City of Metropolis – MO #2523
3. Agreement to Continue to Employ Stefanie Suazo as Director of Human Resources – MO #2524
4. Pavement Management Agreement – Bacon, Farmer, Workman – ORD 2021-11-8714

Financials File:

1. Paducah Water Works – period ending October 31, 2021

CITY OF PADUCAH
December 14, 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

12/14/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
December 14, 2021**

NEW HIRES - FULL-TIME (F/T)						
E911	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Dennis, Mackenzie L.	Telecommunicator	\$17.49/hr	NCS	Non-Ex	January 13, 2021	
FINANCE						
Freeman, Kari L.	Senior Administrative Assistant	\$19.46/hr	NCS	Non-Ex	December 16, 2021	
POLICE						
Farthing, Seth R.	Recruit Officer / Patrolman	\$24.14/hr	NCS	Non-Ex	January 13, 2021	
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - FULL-TIME (F/T)						
HUMAN RESOURCES	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Throgmorton, Braden	Risk Safety Manager \$32.03/hr	Risk Safety Manager \$32.85/hr	NCS	Ex	December 2, 2021	
FIRE - SUPRESSION						
Denton, David	Assistant Fire Chief \$29.43/hr	Deputy Fire Chief of Operations \$44.50/hr	NCS	Ex	December 16, 2021	
PLANNING DEPARTMENT						
Reason, Melanie	Planner \$22.29/hr	Planner \$22.96/hr	NCS	Ex	December 2, 2021	
Reason, Melanie	Planner \$22.96/hr	Business Development Specialist \$25.26/hr	NCS	Ex	December 16, 2021	
Sommer, Josh	Senior Planner \$27.71/hr	Senior Planner \$28.54/hr	NCS	Ex	December 2, 2021	
PUBLIC WORKS						
Canter, Thomas J.	Fleet Mechanic II \$24.91/hr	Fleet Mechanic II \$25.66/hr	NCS	Non-Ex	December 16, 2021	
Collins, Deborah S.	Senior Administrative Assistant \$19.85/hr	Senior Administrative Assistant \$20.45/hr	NCS	Non-Ex	December 16, 2021	
Fraliex, Kyle R.	Fleet Mechanic II \$24.14/hr	Fleet Mechanic II \$24.86/hr	NCS	Non-Ex	December 16, 2021	
Marquiss, Aaron E.	Fleet Mechanic II \$20.50/hr	Fleet Mechanic II \$21.12/hr	NCS	Non-Ex	January 14, 2021	
Richardson, Casey D.	Fleet Mechanic II \$23.37/hr	Fleet Mechanic II \$24.07/hr	NCS	Non-Ex	December 16, 2021	
Simmons, Marcey	Custodian / Janitor \$16.07/hr	Administrative Assistant \$17.68/hr	NCS	Non-Ex	December 16, 2021	
TERMINATIONS - FULL-TIME (F/T)						
FIRE - SUPRESSION	POSITION	REASON	EFFECTIVE DATE			
Tinsley, Matthew	Deputy Fire Chief of Operations	Retirement	December 31, 2021			
POLICE						
Canup, Justin	Patrolman	Retirement	November 30, 2021			

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize Amendment to Position & Pay Schedule - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: The Position and Pay Schedule is being updated to accommodate the Job Grade Schedule changes for employees in positions that have had a title change or change in grade. The Position and Pay Schedule also includes any positions that have been filled, become vacant, and any salary changes since the previous approval in June of 2021.

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: It is recommended to approve the Position and Pay Schedule as presented with changes.

Attachments:

1. MO - Position and Pay Schedule FY2021-2022 12-14-2021
2. Position and Pay Schedule -December 14 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FY2021-2022 POSITION AND
PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH,
KENTUCKY

WHEREAS, the City of Paducah adopted the FY2021-2022 Position and Pay
Schedule by Municipal Order No. 2465 on June 22, 2021; and

WHEREAS, it is necessary to amend the schedule to reflect the correct titles
and current number of vacant and filled positions; and

WHEREAS, in order to implement the changes, it is necessary to amend the
FY2021-2022 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves an amendment to the
FY2021-2022 Position and Pay Schedule for the employees of the City of Paducah as
attached hereto.

SECTION 2. 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, December 14, 2021
Recorded by Lindsay Parish, City Clerk, December 14, 2021
mo/Position and Pay Schedule FY2021-2022 12-14-2021

Section A.					PREV.				
ADMINISTRATION					FY 22				
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
City Manager	1	1			73.32	73.32	40	E	18
Assistant City Manager	1	1			51.50	50.00	40	E	17
Assistant to the City Manager							40	E	
Grants Administrator	1			1	0.00	0.00	40	E	10
Enterprise Resource Planning Manager	1	1			35.18	34.15	40	E	13
Business Systems Analyst	1	1		1	27.07	0.00	40	E	11
Senior Administrative Assistant	1	1		1	25.00	0.00	40	NE	9
Communications Manager	1	1			39.62	38.47	40	E	13
Total Budgeted/Filled for Department					7	6	0	1	

Note: Moved Grants Administrator position from Finance to Administration

Section B.					PREV				
CITY CLERK / CUSTOMER EXPERIENCE DEPT.					FY 22				
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
City Clerk / Customer Experience Director	1	1			41.80	40.58	40	E	15
Assistant City Clerk	1	1			25.98	24.74	40	NE	10
Senior Customer Experience Representative	1	1			21.80	20.76	40	E	9
Customer Experience Representatives	2	1			20.84	20.43	40	NE	7
		1		1	18.69	18.23	40	NE	7
Total Budgeted/Filled for Department					5	4	0	1	

Section C.					PREV				
FINANCE DEPARTMENT					FY 22		FY 22		
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Administration									
Director of Finance	1	1			<u>74.61</u>	72.44	40	E	17
Senior Administrative Assistant	1			1			40	NE	9
Accounting/Payroll									
Controller	1	1			<u>47.76</u>	46.37	40	E	15
Senior Accountant	1	1			<u>29.36</u>	28.50	40	E	12
Accountant	2	1			<u>22.73</u>	22.07	40	E	10
		1			22.70	22.70	40	E	10
Revenue									
Revenue Manager	1	1			<u>40.11</u>	38.94	40	E	14
Account Clerk							40	NE	
							40	NE	
Revenue Tech.	3	1			18.84	18.84	40	NE	8
		1			<u>18.84</u>	18.29	40	NE	8
		<u>1</u>		1	<u>17.49</u>	0.00	40	NE	8
Revenue Auditor	1	1			<u>25.98</u>	25.22	40	E	11
Total Budgeted/Filled for Department					11	10	0	2	

Note: The Revenue Tech III was removed and a Revenue Tech added.

* Position Red Light 2021

Note: RCSS - Individuals Retain Civil Service Status

Section D.			PREV
INFORMATION TECHNOLOGY	AUTHORIZED POSITIONS	FY 22	FY 22

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Director Information Technology	1	1			43.73	43.73	40	E	15
Network Administrator	2	1			37.55	37.55	40	E	11
		1			24.09	24.09			
Help Desk Technician	1	1			22.91	22.91	40	NE	8
GIS Specialist	1	4		1	30.85	30.10	40	E	11
Total Budgeted/Filled for Department									
	5	4	0	1					

Section E.

PLANNING DEPARTMENT		AUTHORIZED POSITIONS			FY 22	PREV FY 22			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Director of Planning	1	1			43.12	43.12	40	E	16
Principal Planner	1	1			35.97	35.97	40	E	12
Senior Administrative Assistant	1	1			25.08	24.41	40	NE	9
Business Development Specialist	1	4		1	26.41	25.77	40	E	11
Administrative Assistant							40	NE	7
Senior Planner	1	1			27.71	27.71	40	E	11
Planner	2	1		1*	22.29	21.75	40	E	10
Total Budgeted/Filled for Department									
	7	6	0	2					

* Position Red Light 2021

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 22	PREV FY 22			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Police Chief	1	1			56.54	54.89	40	E	17
Police Assistant Chief	2	2			43.64	43.64	40	E	15
Captains	6			1			40	E	14
		2			39.80	39.80			
		1			39.62	39.62			
		1			38.86	38.86			
		1			38.65	38.65			
Sergeants	9						40	NE	
5 years		2			30.39	29.65			
10 years		5			31.91	31.13			
15 years		2			33.51	32.69			
20 years					35.18	34.32			
25+ years					36.94	36.04			
Police Officer	60-63***			7 1			40	NE	
Police Officer - Recruit		6			24.14	23.55			
1 year		14			24.14	23.55			
3 years		10			25.40	24.78			
5 years		11			26.67	26.02			
10 years		8			28.01	27.32			
15 years		8			29.41	28.69			
20 years		5			30.88	30.13			
25 years					32.42	31.63			
Senior Administrative Assistant	1	1			27.55	27.55	40	NE	9
Administrative Assistant							40	NE	7
Crime Analyst							40	E	10

Crime Analyst II	1		1			40	E	11
Records Division Manager	1	1		22.14	22.14	40	E	9
Senior Records Clerk	1	1		20.15	20.15	40	NE	8
Records Clerk	3	1		19.89	19.89	40	NE	7
		1		16.93	16.93			
		1		16.77	16.77			
Senior Evidence Technician	1	1		18.90	18.90	40	NE	8
Evidence Technician	1	1		17.04	17.04	40	NE	7
Total Budgeted/Filled for Department	90	88	0	2				

* Position Red Light 2021

POLICE DEPARTMENT CON'T		AUTHORIZED POSITIONS			FY 22	PREV FY 22			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	RATE	RATE	WORK	NON-EXEMPT	GRADE
911 Communications Services									
911 Communications Services Manager	1	1			40.53	40.53	40	E	13
Assistant 911 Communications Services Manager	1			1*			40	E	<u>12</u>
Terminal Agency Coordinator	1	4		<u>1</u>	23.82	23.24	36/48	NE	<u>8</u>
911 System Administrator	1	1			25.49	25.49	40	E	10
Shift Supervisor	4	1		<u>4</u> <u>2</u>	26.76	26.76	36/48	NE	10
			4		26.29	25.65	36/48	NE	10
			1		24.28	24.28	36/48	NE	10
Telecommunicator	14			4			36/48	NE	8
			1		24.29	24.29	36/48	NE	8
			1		23.82	23.82	36/48	NE	8
			4		22.69	22.34	36/48	NE	8
			1		22.69	22.69	36/48	NE	8
			1		22.63	22.63	36/48	NE	8
			1		21.37	21.37	36/48	NE	8
			1		20.62	20.62	36/48	NE	8
			1		20.03	20.03	36/48	NE	8
			1		19.07	19.07	36/48	NE	8
			2		17.93	17.93	36/48	NE	8
			<u>4</u> <u>4</u>		17.49	17.49	36/48	NE	8
Senior Administrative Assistant	1	1			24.71	24.11	40	NE	9

* Position Red Light 2021

* \$1.00 per hr. shift differential when they work the evening and graveyard shift.

Note: Police Department Secretary/Public Information Officer is provided two hours minimum call-out pay.

**Note: Police Department adjustments will be made in accordance to Union Contract once the Captain's promotional process is completed.

***Note: The Police Officer authorization number increased by 3 in order to fulfill the COPS Grant for School Resource Officers for the next 3 years. 6/22/2021

****911**

*Note: 36/48 refers to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week, or 2184 hours per year

New system administrator position added and data entry clerk moved into position.

Add Pays: 1) 1 TAC \$1/hr 2)1 Radio Administrator \$1/hr 3) 2 CTO's \$0.50/hr

**** A supervisor position is filled

Total Budgeted/Filled for Department	23	19	0	4
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Section G.		AUTHORIZED POSITIONS			FY 22	PREV FY 22			
FIRE DEPARTMENT					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	RATE	RATE	WORK	NONEXEMPT	GRADE
Administrative Division									
Fire Chief	1	1			<u>60.73</u>	58.96	40	E	17
Deputy Fire Chief - Fire Prevention	1	1			46.13	46.13	40	E	15
Deputy Fire Chief - Operations	1	1			<u>45.21</u>	43.89	40	E	15

Training Division

Battalion Chief/ Training Officer	1	4	<u>1</u>	<u>40.70</u>	39.74	40	E	13
Fire Prevention Division								
Battalion Chief/ Fire Marshal							E	
Deputy Fire Marshal	2	1		<u>31.73</u>	30.81		<u>NE</u>	12
		1		<u>27.89</u>	27.21			
Senior Administrative Assistant	1	1		<u>23.82</u>	23.35		NE	9
Code Enforcement Officer	3	1	4	<u>24.34</u>	23.63	40	NE	8
		1		<u>22.87</u>	22.20			
		<u>1</u>		<u>20.87</u>	0.00			
Permit Technician	1	1		<u>18.98</u>	18.61	40	NE	7
Permit Specialist						40	NE	
Chief Building Inspector	1	1		<u>35.71</u>	34.67	40	NE	12
Deputy Building Inspector	1	1		25.91	25.91	40	NE	10
Chief Electrical Inspector	1	1		<u>31.15</u>	30.24	40	NE	11
Deputy Electrical Inspector	1	4	1*	<u>0.00</u>	0.00	40	NE	10
		13						
Suppression Division								
Fire Assistant Chief	3	1		<u>30.46</u>	29.57	40	E	14
		<u>2</u>		<u>29.43</u>	29.43			
		4		<u>28.57</u>	27.87			
Captains	15		2				NE	
<10 years				20.12	20.12			
10 years		1		20.62	20.62			
15 years		9		21.14	21.14			
20 years		3		21.67	21.67			
25 years				22.21	22.21			
Lieutenants	15		6				NE	
<10 years		4		18.29	17.85			
10 years		5		18.75	18.29			
15 years				19.22	18.75			
20 years				19.70	19.22			
25 years				20.19	19.70			
Firefighter	29		<u>5+2**</u>				NE	—E
Firefighter (Appointee)		5		13.90	13.90			
6 months				14.99	14.99			
1 year		15		15.37	15.37			
3 years		1		15.75	15.75			
5 years				16.15	16.15			
10 years				16.55	16.55			
15 years				16.96	16.96			
Firefighter (Relief Driver)							NE	
COLA + \$0.39 + \$0.10								
2 years		1		16.20	16.20			
3 years		2		16.61	16.61			
5 years		3		17.02	17.02			
10 years		8		17.45	17.45			
15 years				17.88	17.88			

Total Budgeted/Filled for Department	77	70	0	7
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* Position Red Light 2021

** Position Frozen 2009

Note: Executive Assistant I moved to Prevention from Administration

Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate

Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.

Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.

Note:* A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming certified.

Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.

Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.

Note: Deputy Fire Marshal to have State certification within one year.

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.

Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.
Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Section H.					AUTHORIZED POSITIONS	FY 22	PREV FY 22		
						HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	PAY
ENGINEERING					BUDGET	FILLED		WORK	EXEMPT
POSITIONS					TOTAL	NON-CS	RCSS/CS		NONEXEMPT
City Engineer					1	1		40	E
Assistant City Engineer					1	<u>1</u>		40	E
Engineer Project Manager					1	1		40	E
Engineering Technician					1	1		40	E
Engineering Tech III					1	1		40	E
Senior Administrative Assistant					1	1		40	NE
							4		
Floodwall Division									
EPW Floodwall Superintendent					1	1		40	E
Floodwall Operator					4			40	NE
80%									NE
85%									NE
90%									NE
95%									NE
100%						2	2		NE
Total Budgeted/Filled for Department					11	9	2		

* Position Red Light 2021
Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Section I.					AUTHORIZED POSITIONS	FY 22	PREV FY 22		
						HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	PAY
PUBLIC WORKS DEPT.					BUDGET	FILLED		WORK	EXEMPT
POSITIONS					TOTAL	NON-CS	RCSS/CS		NONEXEMPT
Public Works Director					1	1		40	E
Assistant Public Works Director					1	<u>1</u>		40	E
Administrative Assistant					1	4		40	NE
							<u>1</u>		
Street Division									
Street Superintendent					1	1		40	E
Street Supervisor					2	1		40	E
Landscape Supervisor					1	1		40	E
							1*		
Equipment Operator					3				NE
80%									
85%									
90%									
95%									
100%						3			
Concrete Finisher					2				NE
80%									
85%									
90%									
95%									
100%									
							2*		
Right-Of-Way Maintenance Person					13				NE
80%									
85%									
90%						<u>3</u>			
95%						<u>1</u>			
100%						<u>8</u>			
Laborer					2				NE
							<u>2</u>		

CITY OF PADUCAH		FY 2022				December 14, 2021			
		POSITION AND PAY SCHEDULE							
		80%				15.50	15.50		
		85%				16.46	16.46		
		90%				17.43	17.43		
		95%				18.40	18.40		
		100%	4			19.37	19.37		
Maintenance Division									
Fleet / Maintenance Superintendent		1	4		<u>1</u>	39.32	38.36	40	E 13
Maintenance Supervisor		1	1			28.09	28.09		E 11
Janitor / Collector		4							NE
		80%				15.13	15.13		
		85%		2		16.07	16.07		
		90%				17.02	17.02		
		95%				17.97	17.97		
		100%		1	1	18.91	18.91		
Traffic Technician		1							NE
		80%				17.33	17.33		
		85%				18.41	18.41		
		90%				19.49	19.49		
		95%				20.58	20.58		
		100%		1		21.66	21.66		
Master Electrician		1			1*	0.00	0.00		NE 10
Maintenance Technician		5			<u>2</u> + 1*				NE
		80%				17.33	17.33		
		85%				18.41	18.41		
		90%				19.49	19.49		
		95%				20.58	20.58		
		100%		<u>2</u> <u>1</u>	1	21.66	21.66		
Fleet Maintenance Division									
Fleet Supervisor		1	1			26.84	26.84	40	E 11
Senior Administrative Assistant		1	1			19.85	19.85	40	NE 7
Fleet Mechanic I									NE 8
Fleet Mechanic II		4							NE 9
			1			20.50	20.50		
			1			23.37	23.37		
			1			24.14	24.14		
			1			24.91	24.91		
Solid Waste Division									
Solid Waste Supervisor		2	1			<u>27.26</u>	26.47	40	E 11
			1			<u>26.45</u>	25.68		
Compost Operations Supervisor		1	<u>1</u>		4	<u>24.00</u>	0.00	40	E 10
Administrative Assistant		1	1			<u>19.16</u>	18.12	40	NE 7
Laborer		3			1*				NE
		80%				15.50	15.50		
		85%				16.46	16.46		
		90%				17.43	17.43		
		95%				18.40	18.40		
		100%		1	1	19.37	19.37		
Truck Driver		15			2				NE
		80%				17.00	17.00		
		85%				18.06	18.06		
		90%				19.13	19.13		
		95%		<u>1</u>		20.19	20.19		
		100%		12 <u>13</u>	1	21.25	21.25		
Right-Of-Way Maintenance Person		0							NE
		80%				16.64	16.64		
		85%				17.68	17.68		
		90%				18.72	18.72		
		95%				19.76	19.76		
		100%				20.80	20.80		
Compost Equipment Operator		2							NE

80%		17.98	17.98
85%		19.11	19.11
90%		20.23	20.23
95%		21.36	21.36
100%	2	22.48	22.48

Total Budgeted/Filled for Department	70	53	4	13
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* Position Red Light 2021

Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section J.

PREV

PARKS & RECREATION DEPARTMENT		AUTHORIZED POSITIONS			FY 22	FY 22	HOURS	EXEMPT	PAY
		BUDGET	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	WORK	NON-EXEMPT GRADE
POSITION		TOTAL	NON-CS	RCSS/CS		RATE	RATE		
Director of Parks & Recreation		1	1			44.11	43.03	40	E 16
Assistant Director of Parks & Recreation		1	1		4	37.50	35.88	40	E 14
Assistant Director of Recreation		1	1		4	37.50	0.00		
Parks & Recreation Superintendent		1	1			30.75	30.75	40	E 13
Cemetery Sexton		1	1		1	20.50	20.00	40	E 9
Special Events Superintendent		1	4		1	32.28	31.49	40	E 12
Recreation Specialist		3	4		1-2	18.37	17.92	40	E 8
			2-1			18.29	18.29		
Senior Administrative Assistant		2	1			23.13	23.13		NE 9
			1			21.07	21.07		
Administrative Assistant		1	1			16.89	16.89		NE 7
Maintenance Division									
Supervisor		2	2			24.71	24.11		E 10
Laborer		40 11			4				NE
80%						15.50	14.33		
85%						16.46	15.22		
90%			1			17.43	16.12		
95%			4			18.40	17.02		
100%			5 8	2		19.37	17.91		
Maintenance Technician		4			1*				
80%						17.33	16.42		
85%						18.41	17.44		
90%						19.49	18.47		
95%						20.58	19.50		
100%						21.66	20.52		
Right-Of-Way Maintenance Person		1							NE
80%						16.64	16.64		
85%						17.68	17.68		
90%						18.72	18.72		
95%						19.76	19.76		
100%				1		20.80	20.80		

Total Budgeted/Filled for Department	26	18	3	5
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* Position Red Light 2021

Note: Recreation Superintendent moved to Assistant Director Position, and Parks Maintenenace Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.

Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section K.

PREV

HUMAN RESOURCES & RISK		AUTHORIZED POSITIONS			FY 22	FY 22			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
Director of Human Resources	1	1			<u>47.51</u>	45.00	40	E	15
Risk Manager	1	1			<u>32.83</u>	32.03	40	E	13
H R Generalist	1	<u>1</u>		4	<u>21.64</u>	0.00	40	E	9
Administrative Assistant	1	<u>1</u>		4	<u>19.16</u>	18.12	40	NE	7
Total Budgeted/Filled for Department		4	4	0	0				

* Position Red Light 2021

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize Amendment to Pay Grade Schedule - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: The Pay Grade Schedule is being updated to add two 911 positions that were missing from the schedule; the Terminal Agency Coordinator and the Assistant Communication Services Manager. The Business Development Specialist position has been reevaluated and is moving from grade 10 to grade 11. The Business Systems Analyst position title is changing to be called a Business Analyst, and the Parks & Recreation Superintendent title changed to be called the Recreation Superintendent.

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: It is recommended to approve the updated job grade schedule with changes.

Attachments:

1. MO - pay grade schedule FY2021-2022 12-14-2021
2. Pay Grade Schedule 12 14 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2021-2022 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2021-2022 Pay Grade Schedule by Municipal Order No. 2466 on June 22, 2021; and

WHEREAS, the City desires to amend the Pay Grade Schedule in order to reflect the correct titles and current number of vacant and filled positions; and

WHEREAS, in order to implement the changes, it is necessary to amend the FY2021-2022 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the amendment to the FY2021-2022 Pay Grade Schedule as attached hereto.

SECTION 2. 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, December 14, 2021
Recorded by Lindsay Parish, City Clerk, December 14, 2021
\\mo\pay grade schedule FY2021-2022 12-14-2021

City of Paducah, KY
Job Grade Schedule
Effective December 14, 2021

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	114,681	149,085	183,489
17				
	Assistant City Manager	97,441	124,237	151,034
	City Engineer	97,441	124,237	151,034
	Director of Finance	97,441	124,237	151,034
	Fire Chief	97,441	124,237	151,034
	Police Chief	97,441	124,237	151,034
16				
	Director of Parks & Recreation	82,928	105,734	128,539
	Director of Planning	82,928	105,734	128,539
	Director of Public Works	82,928	105,734	128,539
15				
	City Clerk/Director of Customer Experience	76,895	98,041	119,187
	Controller	76,895	98,041	119,187
	Deputy Fire Chief - Operations	76,895	98,041	119,187
	Deputy Fire Chief - Prevention	76,895	98,041	119,187
	Director of Human Resources	76,895	98,041	119,187
	Director of Information Technology	76,895	98,041	119,187
	Police Assistant Chief	76,895	98,041	119,187
14				
	Assistant City Engineer	70,861	90,348	109,834
	Assistant Director of Parks	70,861	90,348	109,834
	Assistant Director of Public Works	70,861	90,348	109,834
	Assistant Director of Recreation	70,861	90,348	109,834
	Fire Assistant Chief	70,861	90,348	109,834
	Police Captain	70,861	90,348	109,834
	Revenue Manager	70,861	90,348	109,834
13				
	Communications Manager	63,963	79,954	95,944
	E-911 Communication Services Manager	63,963	79,954	95,944
	Engineer Project Manager	63,963	79,954	95,944
	Engineer Technician III	63,963	79,954	95,944
	Enterprise Resource Planning Manager	63,963	79,954	95,944
	Fleet/Maintenance Superintendent	63,963	79,954	95,944
	Floodwall Superintendent	63,963	79,954	95,944
	Parks & Recreation Superintendent	63,963	79,954	95,944
	Risk/Safety Manager	63,963	79,954	95,944
	Streets Superintendent	63,963	79,954	95,944

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
12				
	<u>Assistant E-911 Communication Services Manager</u>	56,604	70,755	84,907
	Battalion Chief/Fire Training Officer	56,604	70,755	84,907
	Chief Building Inspector	56,604	70,755	84,907
	Chief Electrical Inspector	56,604	70,755	84,907
	Deputy Fire Marshal	56,604	70,755	84,907
	Principal Planner	56,604	70,755	84,907
	Senior Accountant	56,604	70,755	84,907
	Special Events Superintendent	56,604	70,755	84,907
11				
	<u>Business Development Specialist</u>	50,092	62,615	75,139
	Business Systems Analyst	50,092	62,615	75,139
	Crime Analyst II	50,092	62,615	75,139
	Engineer Technician	50,092	62,615	75,139
	GIS Specialist	50,092	62,615	75,139
	Landscape Supervisor	50,092	62,615	75,139
	Network Administrator	50,092	62,615	75,139
	Revenue Auditor	50,092	62,615	75,139
	Senior Planner	50,092	62,615	75,139
	Supervisor Fleet	50,092	62,615	75,139
	Supervisor Maintenance	50,092	62,615	75,139
	Supervisor Solid Waste	50,092	62,615	75,139
	Supervisor Street	50,092	62,615	75,139
10				
	Accountant	44,725	55,907	67,088
	Assistant City Clerk	44,725	55,907	67,088
	<u>Business Development Specialist</u>	44,725	55,907	67,088
	Crime Analyst I	44,725	55,907	67,088
	Deputy Building Inspector	44,725	55,907	67,088
	Deputy Electrical Inspector	44,725	55,907	67,088
	E-911 Shift Supervisor	44,725	55,907	67,088
	E-911 System Administrator	44,725	55,907	67,088
	Grants Administrator	44,725	55,907	67,088
	Parks Maintenance Supervisor	44,725	55,907	67,088
	Planner	44,725	55,907	67,088
	Senior Help Desk Technician	44,725	55,907	67,088
	Senior Human Resources Generalist	44,725	55,907	67,088
	Supervisor Compost	44,725	55,907	67,088
9				
	Cemetery Sexton	40,748	49,917	59,085
	Codes Enforcement Officer II	40,748	49,917	59,085
	Fleet Mechanic II	40,748	49,917	59,085
	Human Resources Generalist	40,748	49,917	59,085
	Records Division Manager	40,748	49,917	59,085

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
	Senior Administrative Assistant	40,748	49,917	59,085
	Senior Customer Experience Representative	40,748	49,917	59,085
8				
	Codes Enforcement Officer I	36,382	44,568	52,754
	E-911 Telecommunicator	36,382	44,568	52,754
	<u>E-911 Terminal Agency Coordinator</u>	36,382	44,568	52,754
	Fleet Mechanic I	36,382	44,568	52,754
	Help Desk Technician	36,382	44,568	52,754
	Recreation Specialist	36,382	44,568	52,754
	Revenue Technician	36,382	44,568	52,754
	Senior Evidence Technician	36,382	44,568	52,754
	Senior Records Clerk	36,382	44,568	52,754
7				
	Administrative Assistant	32,777	40,152	47,527
	Customer Experience Representative	32,777	40,152	47,527
	Evidence Technician	32,777	40,152	47,527
	Permit Technician	32,777	40,152	47,527
	Records Clerk	32,777	40,152	47,527
2				
	Parking & Traffic Control Assistant	20,403	24,484	28,565

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Declaration and Sale of Surplus Property-1142 N. 14th St. - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Nicholas Hutchison

Background Information: The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Only one bid was received for this lot.

Rahim Shabazz submitted an offer of \$500 for the property and he proposes to clear the lot, back fill holes to level, pour concrete, and construct a garage accessible to the house next door. He proposes to complete the project within 1 year,

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 lot is located in a residential zone. The proposed investment meets the requirements within this zone.

Therefore, it is recommended to determine that the property is surplus and accept the offer from Rahim Shabazz for \$500. Since new construction is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed as proposed within 24 months the property would revert back to the city.

Attachments:

1. SOA2021-0058 Staff Report 1142 N 14th St
2. MO - prop sale- 1142 North 14th Street

ADDRESS	1142 North 14 th Street
CASE NO.	SOA2021-0058
OWNER	City of Paducah
ZONING	R-3
BIDS RECEIVED	Rahim Shabazz
REQUEST	Sale of Asset
HEARING DATE	Dec. 14, 2014

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

KRS 82.083 (3) Before selling or otherwise disposing of any real or personal property, the city shall make a written determination setting forth and fully describing:

- (a) The real or personal property;
- (b) Its intended use at the time of the acquisition;
- (c) The reasons why it is in the public's interest to dispose of it; and
- (d) The method of disposition to be used.

KRS 82.083 (4) Real or personal property may be: (e) Sold by sealed bids in accordance with the procedures for sealed bids under KRS 45A.365 (3) and (4)

DESCRIPTION OF THE PROPERTY: 1142 NORTH 14TH STREET (VACANT LOT)



INTENDED USE AT THE TIME OF ACQUISITION

The City of Paducah acquired this property by deed recorded August 24, 2018 in Book 1373 Page 080. The expectation at the time of the purchase was to eliminate slum and blight and to sell the property to a party that would make new investment in the neighborhood.

THE REASONS WHY IT IS IN THE PUBLIC'S BEST INTEREST

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

METHOD OF DISPOSITION

The method of disposition is by sealed bids. The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Only one bid was received for this lot.

BID # 1	Rahim Shabazz	Bid Amount: \$500
	His intent is to clear the debris from the lot, back fill holes to level, pour concrete, and construct a garage accessible to his house next door.	
	Proposed timeline: 1 year	Proposed Investment: \$14,500

STAFF RECOMMENDATION

The lot is located in a residential zone. The proposed investment meets the requirements within this zone.

Therefore, it is recommended to determine that the property is surplus and accept the offer from Rahim Shabazz for \$500. Since new construction is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed as proposed within 24 months the property would revert back to the city.

Nic Hutchison
Director of Planning Department

Daron E. Jordan
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1142 NORTH 14TH STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF RAHIM SHABAZZ IN THE AMOUNT OF \$500 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 1142 North 14th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 7, 2021, and one bid was received and opened on August 25, 2021; and

WHEREAS, the City desires to accept the bid of Rahim Shabazz, who proposes to clear the lot, backfill holes to level, pour concrete and construct a garage accessible to the house next door, within one year of purchase.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1142 North 14th Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Rahim Shabazz in the amount of \$500 for the purchase of real property located at 1142 North 14th Street.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 14, 2021

Recorded by Lindsay Parish, City Clerk, December 14, 2021
\mo\prop sale- 1142 North 14th Street

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Declaration and Sale of Surplus Property-1126 Park Ave. - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Nicholas Hutchison

Background Information: The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Only one bid was received for this lot. Elnora J. Stevenson submitted the only bid for the property. Her intent is to clear the lot of the debris and maintain the property with landscaping. The family will also add a small manufactured home. The home will be occupied by a family member. The proposed timeline for completion of the project is 1 year.

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 lot is located in a residential zone. The proposed investment meets the requirements within this zone.

Therefore, it is recommended to determine that the property is surplus and accept the offer from Elnora J. Stevenson for \$400. Since new construction is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed as proposed within 24 months the property would revert back to the city.

Attachments:

1. SOA2021-0055 Staff Report 1126 Park Avenue
2. MO - prop sale- 1126 Park Avenue

ADDRESS	1126 Park Avenue
CASE NO.	SOA2021-0055
OWNER	City of Paducah
ZONING	R-3
BIDS RECEIVED	Elnora J. Stevenson
REQUEST	Sale of Asset
HEARING DATE	Dec. 14, 2014

GENERAL INFORMATION

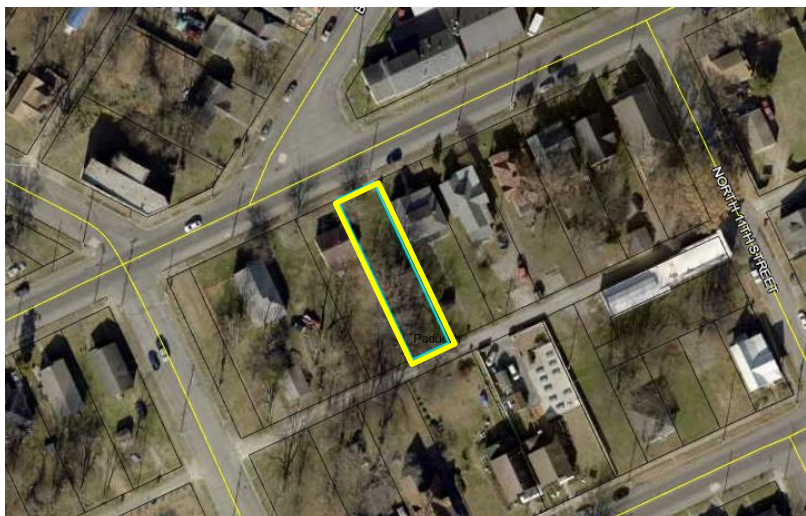
The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

KRS 82.083 (3) Before selling or otherwise disposing of any real or personal property, the city shall make a written determination setting forth and fully describing:

- (a) The real or personal property;
- (b) Its intended use at the time of the acquisition;
- (c) The reasons why it is in the public's interest to dispose of it; and
- (d) The method of disposition to be used.

KRS 82.083 (4) Real or personal property may be: (e) Sold by sealed bids in accordance with the procedures for sealed bids under KRS 45A.365 (3) and (4)

DESCRIPTION OF THE PROPERTY: 1126 PARK AVENUE (VACANT LOT)



INTENDED USE AT THE TIME OF ACQUISITION

The City of Paducah acquired this property by deed recorded May 21, 2013 in Book 1254 Page 780. The expectation at the time of the purchase was to eliminate slum and blight and to sell the property to a party that would make new investment in the neighborhood.

THE REASONS WHY IT IS IN THE PUBLIC'S BEST INTEREST

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

METHOD OF DISPOSITION

The method of disposition is by sealed bids. The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Only one bid was received for this lot.

BID # 1	Elnora J. Stevenson	Bid Amount: \$400
	The intent is to clear the debris and maintain the property with landscaping. The family will also add a small manufactured home. The home will be occupied by a family member.	
	Proposed timeline: 1 year	Proposed Investment: \$26,000

STAFF RECOMMENDATION

The lot is located in a residential zone. The proposed investment meets the requirements within this zone.

Therefore, it is recommended to determine that the property is surplus and accept the offer from Elnora J. Stevenson for \$400. Since new construction is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed as proposed within 24 months the property would revert back to the city.

Nic Hutchison
Director of Planning Department

Daron E. Jordan
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1126 PARK AVENUE TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF ELNORA J. STEVENSON IN THE AMOUNT OF \$400 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 1126 Park Avenue, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 7, 2021, and one (1) bid was received and opened on August 25, 2021; and

WHEREAS, the City desires to accept the bid of Elnora J. Stevenson, who proposes to clear the debris and maintain the property with landscaping. The family will also add a small manufactured home that will be occupied by a family member. The project shall be completed within one year.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1126 Park Avenue to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Elnora J. Stevenson in the amount of \$400 for the purchase of real property located at 1126 Park Avenue.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 14, 2021

Recorded by Lindsay Parish, City Clerk, December 14, 2021

\mo\prop sale- 1126 Park Avenue

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize a First Supplemental Assistance Agreement with the Kentucky Infrastructure Authority - **D JORDAN**

Category: Municipal Order

Staff Work By: Melanie Townsend, Daron Jordan, Jonathan Perkins, Lindsay Parish, Rick Murphy

Presentation By: Daron Jordan

Background Information:

Original Loan Agreement (Municipal Order 2127, dated July 24, 2018)

In 1989, KRS Chapter 224A and 200 KAR 17:050 were enacted to begin a new financial program for construction of wastewater projects. Construction grant program funds were no longer available from the U.S. Environmental Protection Agency (EPA) for new projects, and financial assistance was still greatly needed for communities to comply with the Clean Water Act.

The CWSRF, also referred to as Fund A, is a 20 or 30 year loan program for planning, design and construction of wastewater infrastructure projects, storm water projects and nonpoint source projects.

The city has been awarded a CWSRF Fund A loan through the Kentucky Infrastructure Authority (KIA) for Floodwall Pump Station #2 project in the amount of \$4,610,667 of which \$1,300,000 will be forgiven over the 20 year life of the loan. The interest rate is 0.50% plus a 0.20% administrative rate. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; and, various appurtenances.

The project funding breakdown is:

CDBG	\$1,000,000.00
DRA	\$ 392,000.00
CWSRF	\$4,610,667.00
Total Project Cost	\$6,010,667.00

Amendment #1 - Municipal Order # 2510

During the execution of the construction project, several significant and unforeseen issues resulted in increased costs. These costs included additional design and engineering, replacement of pumps instead of rehabilitation, default of the original contractor, deficiencies found by the current contractor caused by the previous contractor and emergency repair of the 48" discharge pipe. These costs have depleted the contingency funds available in the current funding.

During excavation of the discharge pipes near the pump station, unsuitable and very saturated soil was uncovered. Due to the amount of material needing to be removed, the levee started to collapse. A temporary shoring plan was developed and implemented and a concrete slab was installed to stabilize the area. The contractor then installed pipes, backfilled and capped the levee.

On September 28, 2021, the City Commission authorized a request for an increase in the KIA loan amount for \$750,000. KIA has conditionally agreed to increase the principal loan amount for this Project by \$750,000 (for

a total loan size of \$5,360,667). To receive approval of the increase in funding, the City now needs to authorize and submit the First Supplemental Assistance Agreement with the Kentucky Infrastructure Authority. This Municipal Order authorizes the execution of said First Supplemental Assistance Agreement.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan: N/A

Funds Available: Account Name: Pump Station #2

Account Number: FW0014

Staff Recommendation: Approval.

Attachments:

1. MO - KIA A18-028 Supplement 2021
2. Paducah Supplemental AA_A18-028
3. Exhibit A to AA_A18-028

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING A FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY FOR PROJECT NUMBER A18-028

WHEREAS, the Board of Commissioners of the City of Paducah, Kentucky (“City”) has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the “Project”) to the City’s wastewater system (the “System”); and

WHEREAS, the City previously made application to the Kentucky Infrastructure Authority (the “Authority”) for the purpose of providing monies for the Project; and

WHEREAS, in order to obtain such monies, the City entered into an Assistance Agreement dated as of July 1, 2018 with the Authority; and

WHEREAS, since the date of the Assistance Agreement, the Authority has agreed to provide additional monies for the Project; and

WHEREAS, to receive such additional monies for the Project it is necessary for the City to enter into a First Supplemental Assistance Agreement with the Authority.

NOW, THEREFORE, IT IS ORDERED by the Board of Commissioners of the City of Paducah, Kentucky, as follows:

SECTION 1. That the Board of Commissioners hereby approves and authorizes the First Supplemental Assistance Agreement between the City and the Authority regarding Project Number A18-028, substantially in the form on file with the City to provide the necessary financing to the City for the Project.

SECTION 2. That the Mayor and City Clerk of the City be and hereby are authorized, directed and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the City to effect such financing.

SECTION 3. That this Municipal Order shall take effect at the earliest time provided by law.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

ATTEST:

By: _____
City Clerk of City

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
MO/KIA a18-028 Supplement 2021

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky; that the foregoing is a full, true and correct copy of Municipal Order _____ adopted by the Board of Commissioners of the City of Paducah, Kentucky at a meeting duly held on December 14, 2021 that said official action appears as a matter of public record in the official records or journal of the Board of Commissioners; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this _____ day of _____, 2021.

City Clerk of City

KENTUCKY INFRASTRUCTURE AUTHORITY

FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT

**FEDERALLY ASSISTED WASTEWATER REVOLVING LOAN FUND PROGRAM
FUND A**

PROJECT NUMBER:	A18-028
GOVERNMENTAL AGENCY (Borrower):	City of Paducah, Kentucky
GOVERNMENTAL AGENCY'S ADDRESS:	300 S. 5th St. Paducah, Kentucky 42002
DATE OF ASSISTANCE AGREEMENT:	July 1, 2018
DATE OF FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT:	December 14, 2021
CFDA NO.:	66.458

FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT

This First Supplemental Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the “First Supplemental Assistance Agreement”) by and between the KENTUCKY INFRASTRUCTURE AUTHORITY, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the “Authority”) and CITY OF PADUCAH, KENTUCKY, the Governmental Agency identified on the cover of this First Supplemental Assistance Agreement (the “Governmental Agency”):

WITNESSETH:

WHEREAS, the Authority and the Governmental Agency have heretofore entered into an Assistance Agreement dated as of the date set forth on the cover page hereof (the “Assistance Agreement”) for the purpose of providing financial assistance to the Governmental Agency in connection with the acquisition and construction of the Project, as defined in the Assistance Agreement; and

WHEREAS, the Assistance Agreement provides that it may be amended, supplemented or modified by the mutual agreement of the Governmental Agency and the Authority provided that such amendment, supplement or modification shall be in writing and executed by the respective duly authorized officers of the Governmental Agency and the Authority; and

WHEREAS, the Authority and the Governmental Agency desire to amend certain provisions of the Assistance Agreement to provide additional funds to complete the Project;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH AND IN THE ASSISTANCE AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

ARTICLE I RELATION TO ASSISTANCE AGREEMENT

Section 1.1. This First Supplemental Assistance Agreement is supplemental to the Assistance Agreement and shall be read and construed with the Assistance Agreement as though it were part of the same instrument. The provisions of the Assistance Agreement are hereby ratified and affirmed except as amended hereby. All capitalized terms used herein shall have the same meanings as provided in the Assistance Agreement, as amended by this First Supplemental Assistance Agreement.

ARTICLE II AMENDMENT TO ASSISTANCE AGREEMENT

Section 2.1. Project Specifics, as defined in the Assistance Agreement and attached thereto as **Exhibit A**, are hereby amended by replacing said Project Specifics in their entirety with the Project Specifics attached hereto.

Section 2.2. Loan Term Schedule, as defined in the Assistance Agreement and attached thereto as **Exhibit F**, is hereby amended by replacing said Loan Term Schedule in its entirety with the Loan Term Schedule attached hereto.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF GOVERNMENTAL AGENCY

Section 3.1. The Governmental Agency represents and warrants for the benefit of the Authority as follows:

(A) The Governmental Agency is a duly organized and validly existing Governmental Agency, as described in the Act, with full power to own its properties, conduct its affairs, enter into this First Supplemental Assistance Agreement and consummate the transactions contemplated hereby.

(B) The negotiation, execution and delivery of this First Supplemental Assistance Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of the governing body of the Governmental Agency.

(C) This First Supplemental Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability hereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

(D) To the knowledge of the Governmental Agency, there is no controversy or litigation of any nature pending or threatened in any court or before any board, tribunal or administrative body to challenge in any manner the authority of the Governmental Agency or its governing body to make payments under this First Supplemental Assistance Agreement or to construct the Project; or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions that have been taken in the authorization or delivery of this First Supplemental Assistance Agreement or the construction of the Project; or in any way contesting or affecting the validity of this First Supplemental Assistance Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Governmental Agency of this First Supplemental Assistance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor; or in any way questioning the due existence or powers of the Governmental Agency, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this First Supplemental Assistance Agreement.

(E) The authorization and delivery of this First Supplemental Assistance Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, or an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Agency or its governing body.

(F) Pursuant to an order of the governing body, the Governmental Agency has approved and authorized the execution and delivery of this First Supplemental Assistance Agreement. Such order was duly enacted or adopted at a duly called meeting held in accordance with the law of the governing body of the Governmental Agency at which a quorum was present and acting throughout; is in full force and effect; and has not been superseded, altered, amended or repealed as of the date hereof.

(G) All actions taken by the Governmental Agency in connection with this First Supplemental Assistance Agreement, the Loan, and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS Sections 61.805 to 61.850.

(H) The Governmental Agency has all licenses, permits and other governmental approvals (including but not limited to all required approvals of the Kentucky Public Service Commission) required to own, occupy, operate, and maintain the System and the Project, to charge and collect the Service Charges, and to enter into this Assistance Agreement. The Governmental Agency is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Project and has full right, power, and authority to perform the acts and things as provided for in this First Supplemental Assistance Agreement.

(I) The Governmental Agency is in full compliance with all federal and state labor and procurement laws in connection with the planning, design, acquisition, and construction of the Project.

ARTICLE IV EFFECT OF FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT

Section 4.1. From and after the time of taking effect of this First Supplemental Assistance Agreement, the Assistance Agreement shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Assistance Agreement of the Authority and the Governmental Agency thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this First Supplemental Assistance Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Assistance Agreement for any and all purposes.

ARTICLE V EFFECTIVE DATE; MISCELLANEOUS PROVISIONS

Section 5.1. Time of taking effect. This First Supplemental Assistance Agreement shall be effective as of the date set forth on the cover page hereof.

Section 5.2. Invalidity of any provision. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

Section 5.3. Execution in counterparts. This First Supplemental Assistance Agreement may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Assistance Agreement to be executed by their respective duly authorized officers as of the date set forth on the cover page hereof.

KENTUCKY INFRASTRUCTURE
AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Secretary of Kentucky Infrastructure
Authority

GOVERNMENTAL AGENCY:
CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

ATTEST:

By: _____
City Clerk of Governmental Agency

EXAMINED:

By: _____
Legal Counsel to the
Kentucky Infrastructure Authority

EXHIBIT A

PROJECT SPECIFICS

EXHIBIT F

LOAN TERM SCHEDULE

Principal Amount of Loan:	\$5,360,667
Loan Interest Rate:	0.50%
Default Interest Rate:	8.00%
Authority's Administrative Fee:	0.20%
Loan Payment Dates:	Each June 1 and December 1
Amortization Commencement Date:	June 1, 2023
Schedule of Payments:	see attached

The Loan has been awarded principal forgiveness in the amount of 50% of the Principal Amount of the Loan, not to exceed \$1,300,000, which will be credited to the Loan balance upon release of liens on all contracts and disbursement of the final draw request by the Authority to the Governmental Agency.

It is understood and agreed by the parties to this Assistance Agreement that this Term Loan Schedule (Exhibit F) is an integral part of the Assistance Agreement between the Governmental Agency and the Authority. This Term Loan Schedule may be amended, supplemented, or modified by the mutual agreement of the Governmental Agency and the Authority provided that such amendment, supplement, or modification shall be in writing and executed by the respective duly authorized officers of the Governmental Agency and the Authority. Upon the execution and delivery of any amended, supplemented or modified Term Loan Schedule, the Assistance Agreement and the Term Loan Schedule shall be, and be deemed to be, amended, supplemented and modified in accordance therewith, and the respective rights, duties and obligations under the Assistance Agreement of the Governmental Agency and the Authority shall thereafter be determined, exercised and enforced under the Assistance Agreement subject in all respects to such amendments, supplements and modifications.

EXHIBIT A
CITY OF PADUCAH
PROJECT SPECIFICS
A18-028

GOVERNMENTAL AGENCY:

Name: City of Paducah
300 S 5th St.
Paducah, KY 42002

Contact: George Bray
Person: Mayor

SYSTEM: Wastewater

PROJECT:

The City of Paducah is requesting a Fund A loan increase of \$750,000 for the Paducah Pump Station #2 (6th Street) Rehabilitation project. The project was initially approved at the April 9, 2018 board meeting. The increase will bring the total KIA loan amount to \$5,360,667. The increase is needed to fund additional costs associated with stabilizing the levee. The contractor ran into an area of unsuitable material when excavating near the pump station wall. While removing the material the levee started to collapse. The area has been stabilized and the contractor will backfill and cap the area.

The City of Paducah is requesting \$4,610,667 to provide significant rehabilitation to the Flood Wall Pump Station #2 located in downtown Paducah. The pumps within Pump Station #2 house 7 individual pumps that are approximately 65 years old and have exceeded their useful life. All 7 pumps, motors, controls, and appurtenances within the pump station will be replaced and/or reconditioned. Pump Station #2 is one of several pump stations located along the floodwall in the City that pumps stormwater flow collected from the downtown area to the Ohio River. This pump is the largest and most significant to controlling stormwater flooding.

PROJECT BUDGET:

	Total
Engineering Fees - Design	\$ 128,260
Engineering Fees - Construction	140,671
Engineering Fees - Inspection	226,046
Construction	7,318,915
Contingency	255,024
Total	\$ 8,068,916

FUNDING SOURCES:

	Amount	%
Fund A Loan	\$ 5,360,667	67%
CDBG	1,000,000	12%
DRA	392,000	5%
Surety	1,316,249	16%
Total	\$ 8,068,916	100%

KIA DEBT SERVICE:

Construction Loan	\$ 5,360,667
Less: Principal Forgiveness	1,300,000
Amortized Loan Amount	\$ 4,060,667
Interest Rate	0.50%
Loan Term (Years)	20
Estimated Annual Debt Service	\$ 213,608
Administrative Fee (0.20%)	8,121
Total Estimated Annual Debt Service	\$ 221,729

AMORTIZATION SCHEDULE OF PAYMENTS: June 1 and December 1

Interest payments will commence within six months from first draw of funds (estimated 12/01/18).

Full principal and interest payments will commence within one year of initiation of operation (estimated 06/01/23). All interest and principal repayments shall be made by Automated Clearing House "ACH" transfers.

IF APPLICABLE:

Principal forgiveness of 50% of the assistance amount, not to exceed \$1,300,000 will be credited to the loan balance upon release of liens on all contracts and disbursement of the final draw request by KIA to the borrower.

REPLACEMENT AND MAINTENANCE RESERVE ACCOUNT:	\$	13,400	ANNUAL AMOUNT
	\$	268,000	TOTAL AMOUNT

The annual maintenance replacement cost is 5% (\$268,000) of the final amount borrowed (prior to principal forgiveness, if any) to be funded annually (\$13,400) each December 1 over 20 years and maintained for the life of the loan.

ADMINISTRATIVE FEE:	0.20%
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DEFAULT RATE:	8.00%
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DEBT OBLIGATIONS CURRENTLY OUTSTANDING:

	Outstanding	Maturity
2010B GO Bonds	\$ 3,140,000	2027
2011 GO Bonds	1,265,000	2025
2013A GO Bonds	720,000	2029
2013B GO Bonds	1,600,000	2029
2014A GO Bonds	3,560,000	2030
2014B GO Bonds	2,420,000	2025
2018A GO Bonds	2,555,000	2034
2018B GO Bonds	2,045,000	2029
2020A GO Bonds	20,520,000	2040
KACO Note	1,455,949	2029
MSU Agreement Note	1,749,410	2032
CFSB Note	2,862,122	2032
KIA Loan A18-028	298,504	TBD
Total	\$ 44,190,985	

LIABILITY INSURANCE COVERAGE:

Death or Personal Injury (per person)	_____
Death or Personal Injury (per occurrence)	_____
Property Damage on System	_____

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize one-year renewal agreement with Midwest Terminal for the City of Paducah's Fuel Supply - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins

Presentation By: Chris Yarber

Background Information: On January 9, 2020 sealed bids were received for the City of Paducah's requirement of Fuel for the 2020 and 2021 calendar years with two additional one-year renewal options. On December 2, 2021 JSC Terminal, LLC dba Mid West Terminal acknowledged they are agreeable to renewing the contract for the one year option that was contained in the contract executed on February 11, 2020. With this renewal, the contract period will now end December 31, 2022.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Various Department Accounts

Account Number:

Staff Recommendation: To proceed with a Municipal Order authorizing the Mayor to enter into one (1) year renewal contract with JSC Terminal, LLC dba Mid West Terminal for the 2022 fuel supply and continue as per agreement and contract in the Ordinance 2020-02-08615 executed on February 11, 2020.

Attachments:

1. MO agree-fuel extension – 2022
2. One Year Renewal Agreement - end Dec. 2022
3. Ord 2020-02-8615

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FIRST RENEWAL OF THE 2020-2021 FUEL SUPPLY AGREEMENT WITH JSC TERMINAL, LLC, DBA MIDWEST TERMINAL FOR THE 2022 CALENDAR YEAR, AND AUTHORIZING THE MAYOR TO EXECUTE SAID RENEWAL AGREEMENT

WHEREAS, the City of Paducah approved a fuel supply agreement with JSC Terminal, LLC d/b/a Midwest Terminal for calendar years 2020-2021 by Ordinance No. 2020-02-8615; and

WHEREAS, the 2020-2021 fuel supply agreement stipulates that the term would be for an initial period of two (2) years, ending on December 31, 2021, with an option to renew for two additional one-year terms upon the mutual agreement of both parties; and

WHEREAS, both parties desire to renew the Agreement for the first one-year renewal term, which shall commence January 1, 2022 and conclude on December 31, 2022;

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

SECTION 1. Recitals and Authorization. The City hereby approves the First Renewal of the 2020-2021 Fuel Supply Agreement between the City and JSC Terminal, LLC d/b/a Midwest Terminal in substantially the form attached hereto as Exhibit A and made part hereof and authorizes the execution of said First Renewal. Fuel purchases shall be charged to various department accounts.

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, December 14, 2021
Recorded by Lindsay Parish, City Clerk, December 14, 2021
\\mo\\agree-fuel extension – 2022

**CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT
FUEL SUPPLY ONE-YEAR RENEWAL AGREEMENT**

THIS AGREEMENT, made this 2nd day of December, 2021 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and JSC Terminal, LLC, D.B.A. Mid West Terminal hereinafter called the VENDOR, for the consideration hereinafter named, agrees as follows:

Whereas, on February 11, 2020, the Board of Commissioners adopted **Ordinance No. 2020-02-8615** authorizing the Mayor to execute a contract for the **City of Paducah's Fuel Supply** in compliance with the bid specifications as contained in the bid dated January 9, 2020. The Contract executed on February 11, 2020, (the "Contract") stipulated the time period being for the 2020 and 2021 calendar years ending December 31, 2021. Additionally, the Contract authorized a one-year option to renew if both parties agreed; and

Whereas, the parties desire to renew the Contract; and

NOW, THEREFORE, for and in consideration of the obligations, covenants and conditions expressed in this Agreement and the Contract, the parties contract and agree as follows:

OWNER and VENDOR do hereby contract and agree to renew the Contract and, therefore, the contract period will now end **December 31, 2022**.

The Owner shall pay the VENDOR for the procurement of Fuel as quoted in the aforementioned Bid Proposal by the VENDOR and as agreed to in the Contract, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period.

This Agreement shall be binding upon the parties hereto, their successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

VENDOR JSC Terminal LLC

BY Cheryl Baugus
TITLE President/CEO

ADDRESS:
725 N 5th Street
Paducah KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

ADOPTED

ORDINANCE NO. 2020-02 - 865

AN ORDINANCE ACCEPTING THE BID OF JSC TERMINAL, LLC,
D.B.A. MID WEST TERMINAL FOR THE CITY'S FUEL SUPPLY FOR THE 2020
AND 2021 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of JSC Terminal, LLC,
d.b.a. Mid-West Terminal dated January 9, 2020, for the City's purchase of gasoline (87
Octane), diesel fuel (Grade #2), and diesel fuel off-road (High Sulfur) at a price of \$0.12
per gallon above OPIS (Oil Price Information Service), as well as ValTec Marine
Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide at a
price of \$0.04 above OPIS for the calendar years 2020 and 2021, said bid being in
substantial compliance with the bid specifications.

SECTION 2. The Mayor is hereby authorized to execute a contract
between the City of Paducah and JSC Terminal, LLC, for the City's fuel supply as set out
in Section 1 above. Said contract is in substantial compliance with bid specifications,
advertisement for bids, and bid of JSC Terminal, LLC, dated January 9, 2020, for a term
of two years and contains an option to renew at the same terms for two additional one-
year periods if both parties agree.

SECTION 3. This expenditure shall be charged to various accounts.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020

Adopted by the Board of Commissioners, 2/11/2020

Recorded by Lindsay Parish, City Clerk, 2/11/2020

Published by the Paducah Sun, _____

\\ord\pworks\contract-fuel 2020-2021

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

AGREEMENT - CITY OF PADUCAH'S FUEL SUPPLY 2020-2021

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **JSC Terminal, LLC dba Midwest Terminal**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE

The Vendor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the procurement of the **City of Paducah's Fuel Supply for 2020-2021**. The Fuel supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as agent for the Owner, City of Paducah. All Fuel Supplied by the Vendor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 2020 calendar year and the 2021 calendar year ending December 31, 2021. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for TWO additional one-year terms, ending December 31, 2022 and December 31, 2023 consecutively, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to purchase Fuel at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Vendor be bound to supply Fuel at the contract prices past the given contract end date.

ARTICLE 3. CONTRACT PRICES

The Owner shall pay the Vendor for Fuel at the rates listed below, allowing for the adjustment of the Oil Price Information Service (OPIS) daily, as quoted in the Bid Proposal by the Vendor dated January 8, 2020, which shall constitute full compensation for the procurement authorized herein:

- | | |
|--|--------------------|
| 1. Gasoline - 87 Octane: | \$ 0.12 above OPIS |
| 2. Diesel Fuel - Grade No. 2 Fuel: | \$ 0.12 above OPIS |
| 3. Diesel Fuel - Off Road - High Sulfur: | \$ 0.12 above OPIS |
| 4. ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide | \$ 0.04 above OPIS |

ARTICLE 4. REQUESTS FOR PAYMENT

The Vendor will be required to submit each month, and no more than once a month, a properly completed Invoice in accordance with all of the provisions stated within the Specifications. Additionally, the Vendor shall submit official documentation of the Oil Price Information Service (OPIS) to justify the daily Fuel Prices charged on the Invoice. Upon receipt of a properly completed Invoice and all required documentation, the Owner agrees to make Payment within Thirty (30) days of the submitted Invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract or any modifications thereto.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize Purchase of One (1) Pumper Truck for use by the City of Paducah Fire Department in an amount of \$613,206 - **C YARBER**

Category: Municipal Order

Staff Work By: Randy Crouch, Jim Scutt, Debbie Collins

Presentation By: Chris Yarber, Randy Crouch

Background Information: On November 4, 2021 sealed bids were received and opened for One (1) Pumper truck to be used by the City of Paducah Fire Department. Two bids were received, with Atlantic Emergency Solutions submitting the responsive evaluated bid in accordance with the specifications at a price of \$634,492.00 with a prepayment deduction sum of \$21,286.00. This will make the final price of the equipment \$613,206.00.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Rolling Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210-540050

Staff Recommendation: For a Municipal Order allowing the Mayor to sign an agreement with Atlantic Emergency Solutions for the purchase of One (1) Pumper Truck to be used by the City of Paducah Fire Department at a price of \$634,492.00 with a prepayment deduction sum of \$21,286.00. For a final price of the equipment, \$613,206.00.

Attachments:

1. MO - purchase- 1 pumper truck Fire Department 2021
2. 00020 - Invitation to Bid
3. Bid Tab - Pumper Truck
4. Agreement - Atlantic signature
5. Spec Pick Up List
6. Atlantic Emergency Solutions bid
7. Johnson's Emergency Vehicle Solutions bid

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF ATLANTIC EMERGENCY SOLUTIONS FOR SALE TO THE CITY OF ONE (1) PUMPER TRUCK IN THE AMOUNT OF \$613,206, FOR USE BY THE PADUCAH FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, pursuant to Sec. 2-645 of the Code of Ordinances of the City of Paducah, Kentucky, two sealed bids were received from Atlantic Emergency Solutions and Johnson's Emergency Vehicle Solutions on November 4, 2021, for the purchase of one (1) Pumper Truck for the Paducah Fire Department; and

WHEREAS, Atlantic Emergency Solutions was the responsive bidder; and

WHEREAS, the City of Paducah wishes to now accept the bid and enter into an agreement with Atlantic Emergency Solutions for the purchase.

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

SECTION 1. The City of Paducah accepts the bid of Atlantic Emergency Solutions, in the amount of \$613,206 which includes prepayment deduction for sale to the City of one (1) Pumper Truck for use by the Fire Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Atlantic Emergency Solutions of November 4, 2021.

SECTION 2. The Mayor is hereby authorized to execute a contract with Atlantic Emergency Solutions, for the purchase of one (1) Pumper Truck, as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to the Rolling Stock/Fleet Lease Trust Fund account number 71000210-540050.

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

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\mo\purchase- 1 pumper truck Fire Department 2021

CITY OF PADUCAH, KENTUCKY**PUBLIC WORKS DEPARTMENT****One (1) Pumper Truck - Fire Department****LOWEST EVALUATED BID****BID OPENING: 2:00 p.m. CST on Thursday, November 4, 2021**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Atlantic Emergency Solutions Chris Smith 370 Lodge Hall Road Bowling Green, KY 42101	Johnson's Emergency Vehicle Solutions Greg Witt 20213 State Route 93 Wellston, Ohio 45692
One (1) Pumper Truck	\$634,492.00 prepayment deduction \$21,286.00 final total \$613,206.00	\$598,583.00

Delivery Time	14 1/2 - 15 1/2 Months	440 days
Manufacturer:	Pierce	Spartan

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bid Bond 5% of Bid	Yes	Yes
2. Compliance with Tech Specs form	Yes	Yes
3. Deviations with Information	Yes	Yes
4. Quality Managenent System ISO Certification	Yes	Yes
5. Single Source Manufacturer Documentation		
6. Industry Standard Certification Documentation	Yes	Yes
7. Manufacturer Specifications / Warranty Info	Yes	Yes
8. Bidder's Required Certification	Yes	Yes
Kentucky State Bidder	No	No

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	987.50	863.00
BID RECOMMENDED FOR ACCEPTANCE	Yes	No

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

**AGREEMENT FOR ONE (1) PUMPER TRUCK
FOR USE BY THE FIRE DEPARTMENT**

THIS AGREEMENT, made this ____ day of _____ 2021 by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **Atlantic Emergency Solutions**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) Pumper Truck for use by the City Fire Department** in in full compliance with the Specifications as contained in the Bid Proposal Dated **November 4, 2021**. The Pumper Truck supplied shall be in accordance with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this and to fully complete the delivery of the Pumper Truck by February, 2023.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Vendor for the performance of the Contract, subject to additions and deductions provided therein:

- Six Hundred Thirty-Four Thousand, Four Hundred Ninety-Two Dollars (\$634,492.00) as quoted in the Bid Proposal by the Vendor dated November 4, 2021
- With a Prepayment Discount Savings of Twenty-One Thousand, Two Hundred Eight Six Dollars (\$21,286.00) as offered by the Vendor
- Therefore, the **FINAL PAYMENT AMOUNT** shall be Six Hundred Thirteen Thousand, Two Hundred Six Dollars (\$613,206.00)

Which total Prepay Amount shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PAYMENTS

Payment will be made in full within 15 days of signed agreement in accordance with the Contract Documents and the Specifications.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY Chris Smith

ADDRESS:

370 Lodge Hall Road
Bowling Green Kentucky 42401

CITY OF PADUCAH, KENTUCKY

BY _____
George P Bray, Mayor

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize Application for Assistance to Firefighters Grant for Emergency Bailout Kits in an amount of \$11,340 - **S KYLE**

Category: Municipal Order

Staff Work By: Matt Tinsley

Presentation By: Steve Kyle

Background Information: The Assistance to Firefighters Grant (AFG) is an annual grant program administered by the Federal Emergency Management Agency (FEMA) that offers grant funding to fire departments across the country. This grant funding is a 90/10 match for communities the size of Paducah. The Paducah Fire Department is asking for authorization to apply for this grant in an amount of \$11,340 for Emergency bailout kits for use by the Fire Department. If awarded, the Fire Department will accept this grant in the next budget cycle. The matching 10% funds which will be a total of \$1,260 will be budgeted in FY23.

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: Pursue and apply for funds from the Assistance to Firefighters Grant Program.

Attachments:

1. app-FY2023 Asst to Firefighters – Emergency Bailout Kits

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF \$11,340 FOR EMERGENCY BAILOUT KITS FOR THE PADUCAH FIRE DEPARTMENT
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an Assistance to Firefighters Matching Grant Application and all documents necessary through the Department of Homeland Security, Federal Emergency Management Agency, in an amount of \$11,340, to purchase emergency bailout kits for the Fire Department.

SECTION 2. The total project will cost \$12,600. This grant requires 10% local match in an amount of \$1,260 which will be allocated in the Fire Department FY23 budget.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\mo\grants\app-FY2023 Asst to Firefighters – Emergency Bailout Kits

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize Application for Assistance to Firefighters Grant for Station Exhaust Systems in an amount of \$190,930.83 - **S KYLE**

Category: Municipal Order

Staff Work By: Matt Tinsley

Presentation By: Steve Kyle

Background Information: The Assistance to Firefighters Grant (AFG) is an annual grant program administered by the Federal Emergency Management Agency (FEMA) that offers grant funding to fire departments across the country. This grant funding is a 90/10 match for communities the size of Paducah. The Paducah Fire Department is asking for authorization to apply for this grant in an amount of \$190,930.83 for Station Exhaust Systems for use by the Fire Department. If awarded, the Fire Department will accept this grant in the next budget cycle. The matching 10% funds which will be a total of \$21,214.54 will be budgeted in FY23.

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. app-FY2023 Asst to Firefighters – Station Exhaust Systems

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF \$190,930.83 FOR STATION EXHAUST SYSTEMS FOR THE PADUCAH FIRE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an Assistance to Firefighters Matching Grant Application and all documents necessary through the Department of Homeland Security, Federal Emergency Management Agency, in an amount of \$190,930.83, to purchase station exhaust systems for the Fire Department.

SECTION 2. The total project will be \$212,145.37. This grant requires 10% local match in an amount of \$21,214.54 which will be allocated in the Fire Department FY23 budget.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\grants\app-FY2023 Asst to Firefighters – Station Exhaust Systems

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 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

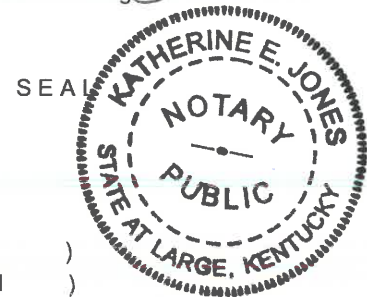
500 S. 25th St. Paducah, KY 42003
Address

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

PROPERTY NOTES:

CLIENT:

PADUCAH INDEPENDENT SCHOOL DISTRICT -
BOARD OF EDUCATION
800 CALDWELL STREET
PADUCAH, KENTUCKY 42001

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE THE
ALLEYS AND STREETS AS SHOWN HEREON.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED
"R-2". ZONE "R-2" = LOW & MEDIUM DENSITY
RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS:

1. SINGLE-FAMILY DWELLING: 10,000 SQUARE FEET
2. TWO-FAMILY DWELLING: 6,000 SQUARE FEET PER UNIT
3. MULTI-FAMILY DWELLING: 4,000 SQUARE FEET PER UNIT (3 OR MORE UNITS)

MINIMUM LOT WIDTH:

1. SINGLE-FAMILY & TWO-FAMILY DWELLING: 60 FEET
2. MULTI-FAMILY DWELLING: 75 FEET

MAXIMUM BUILDING HEIGHT:

1. SINGLE-FAMILY & TWO-FAMILY DWELLING: 35 FEET
2. MULTI-FAMILY DWELLING: NONE

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREA
WITH REDUCED FLOOD RISK DUE TO LEVEE", AS SHOWN
ON THE NATIONAL FLOOD INSURANCE RATE MAP,
COMMUNITY PANEL NO. 21145C0153F, EFFECTIVE
NOVEMBER 11, 2011.

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF
RECORDING

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

McCRACKEN COUNTY COURT DEPUTY COURT CLERK

MAYOR'S CERTIFICATE OF APPROVAL

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

MAYOR, CITY OF PADUCAH DATE

PLANNING AND ZONING CERTIFICATE OF APPROVAL

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

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION AT A MEETING
HELD _____, 20____

CHAIRMAN OF THE PLANNING ZONING COMMISSION

CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE DATE

CERTIFICATE OF ACKNOWLEDGMENT

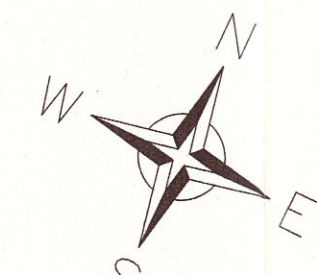
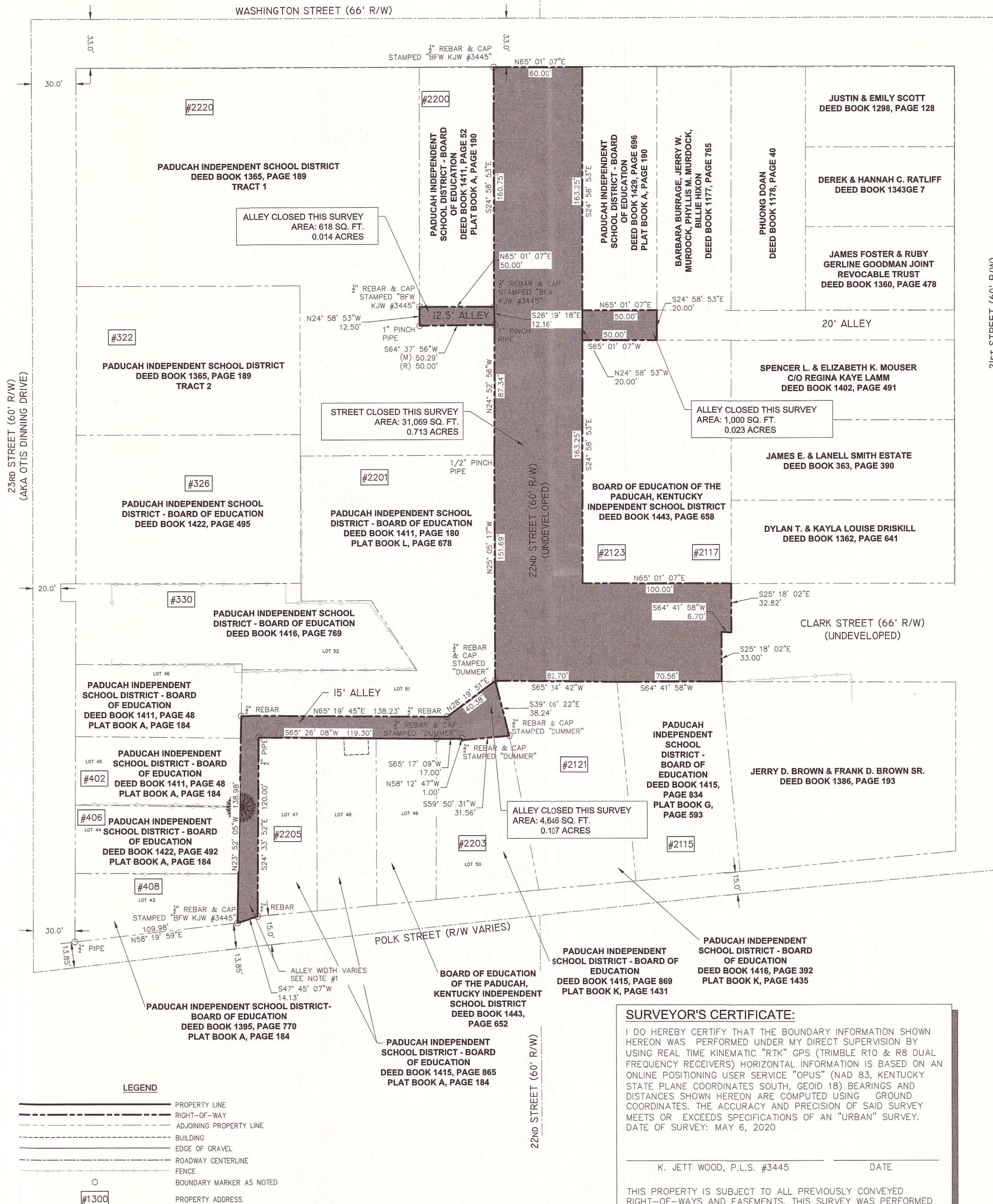
STATE OF _____
COUNTY OF _____

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

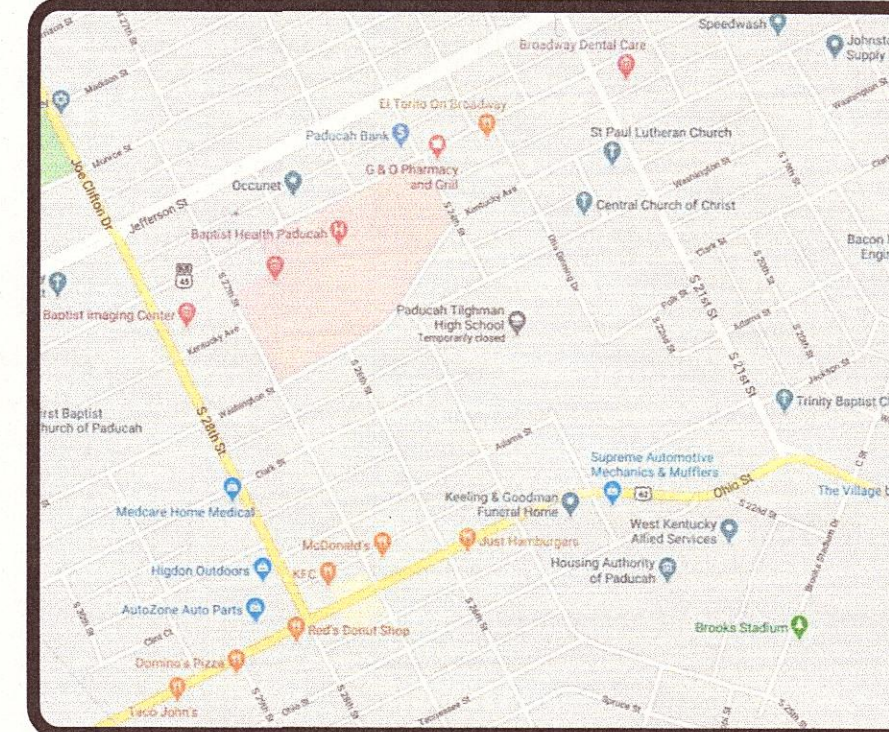
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC SIGNATURE: _____

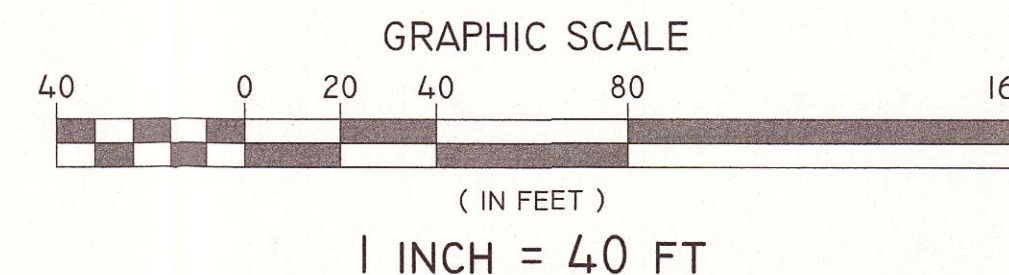
MY COMMISSION EXPIRES: _____



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



VICINITY MAP



UTILITY OWNER'S CERTIFICATE:

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

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

PADUCAH WATER WORKS TITLE

ATMOS ENERGY SIGNATURE DATE (MM/DD/YYYY)

ATMOS ENERGY TITLE

PADUCAH POWER SYSTEM SIGNATURE DATE (MM/DD/YYYY)

PADUCAH POWER SYSTEM TITLE

COMCAST CABLE SIGNATURE DATE (MM/DD/YYYY)

COMCAST CABLE TITLE

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

AT&T TITLE

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

PADUCAH-McCRACKEN CO. JOINT SEWER AGENCY TITLE

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

CITY OF PADUCAH TITLE

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THE BOUNDARY INFORMATION SHOWN
HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY
USING REAL TIME KINEMATIC "RTK" GPS (TRIMBLE R10 & R8 DUAL
FREQUENCY RECEIVERS) HORIZONTAL INFORMATION IS BASED ON AN
ONLINE POSITIONING USER SERVICE "OPUS" (NAD 83, KENTUCKY
STATE PLANE COORDINATES SOUTH, GEOD 18) BEARINGS AND
DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND
COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY
MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY.
DATE OF SURVEY: MAY 6, 2020

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

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

GENERAL NOTES:

1. ALLEY WIDTH VARIES DUE TO EXISTING MONUMENTS AND PROVIDING
ADJACENT PROPERTY OWNERS TO THE ALLEY THEIR RECORDED AND PLATTED
DIMENSIONS.
2. THE PROPERTIES SHOWN HEREON ARE A PART OF THE O.H. SHELTON'S
ADDITION TO THE CITY OF PADUCAH RECORDED IN PLAT SECTION "A", PAGES
184 AND 185.

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.



ALLEY/STREET CLOSURES

PADUCAH HEAD START FACILITY
OTIS DINNING DRIVE
PADUCAH, McCRACKEN CO., KENTUCKY

FOR PADUCAH INDEPENDENT SCHOOL DISTRICT

SHEET

SV1.0

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

Agenda Action Form

Paducah City Commission

Meeting Date: December 14, 2021

Short Title: Authorize Annexation Incentives - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison, Jonathan Perkins, Chris Yarber

Presentation By: Josh Sommer

Background Information: Pursant to the Board of Commissioner's priorities, incentives for annexation have been developed.

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

If yes, please list the Commission Priority: This aligns with the annexation priority.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval of the Incentive ordinance

Attachments:

1. Annexation Incentives 2022
2. Staff Report - Annexation Incentives
3. Annexation Memorandum of Agreement - Closing Costs
4. Annexation Memorandum of Agreement - Property Tax
5. Annexation Memorandum of Agreement - Sanitation

ORDINANCE NO. 2022-_____-_____

AN ORDINANCE AUTHORIZING THE USE OF SPECIFIC ANNEXATION INCENTIVES TO BE
USED FOR THE GROWTH OF THE CITY OF PADUCAH

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

That Annexation Incentives will attract commercial, industrial and residential developments into the City of Paducah.

That the City of Paducah's economic well-being is related to and in many respects dependent upon, sustained growth of its population and tax revenue base through annexation of contiguous territories.

That Annexation Incentives will increase the revenue tax base necessary to meet various capital needs, maintain infrastructure & facilities, promote economic development and will aid in the maintenance of existing infrastructure & facilities.

That Annexation Incentives will help maintain growth, which encourages a healthy economy.

That Annexation Incentives will increase the population base of the City of Paducah, therefore increasing the possibilities of becoming a designated urbanized area.

That Annexation Incentives will promote filling in unincorporated gaps between incorporated areas that are presently served with City of Paducah services; and

WHEREAS, it is the intent of the Board of Commissioners to enact an ordinance providing for annexation incentives to be offered by the City of Paducah as aforementioned stated.

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

SECTION 1 Incentives. The City of Paducah may develop and utilize incentives to offer consensually annexed property owners meeting the requirements of KRS 81A.412 including but not limited to:

- A. ***Property Tax Rebate Incentive.*** This incentive will reimburse a property owner the City of Paducah real estate property tax revenues collected for five years with a defined beginning and ending date as approved by the Board of Commissioners within a Memorandum of Agreement with the property owner.
- B. ***Sanitation Incentive.*** This incentive will allow for the City to provide free basic sanitation service for up to one year up to \$10,000.00 with specific conditions to be outlined within a Memorandum of Agreement with the property owner.
- C. ***Closing Cost Incentive.*** This incentive will allow a one-time lump sum payment to a property owner equal to the amount of closing costs with a cap of \$1,000.00 with the explicit intent to sell the property once it is in the City limits with specific conditions to be outlined within a Memorandum of Agreement with the property owner.

SECTION 2. 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 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:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ORD/Annexation Incentives 2022

CONSIDERATIONS

The City of Paducah Planning Department has developed annexation incentives in order to encourage residential, commercial and industrial growth. A multi-departmental approach was taken, specifically working closely with the Public Works and Finance Departments, to develop these incentives.

In order to take advantage of any proposed incentive, the property must be annexed consensually into the City, pursuant to KRS 81A.412. This statute stipulates that the property owners must give written consent to being annexed. The Planning Department would work with property owners wishing to annex to help them take advantage of annexation incentives.

An annexation ordinance would be introduced to the Board of Commissioners for first and second reading. A Municipal Order, outlining the annexation incentive terms within a Memorandum of Agreement, would be introduced at the meeting where the second reading would be held with the goal of simultaneous approval. In the event a non-consensual annexation is being undertaken, the Municipal Order would be introduced at the final annexation ordinance for any properties wishing to consensually annex.

The proposed ordinance also stipulates that other incentive programs can be developed and utilized. Any incentive program must first receive legal review and approval before implementation. The Planning Department's allocated annexation budget would go toward funding the incentives, as well as surveying costs and the costs associated with the relative indebtedness of the corresponding county fire district.

Three different annexation incentives are being proposed at this time. Samples of a Memorandum of Agreement for each are attached.

The different types of proposed incentives are:

Property Tax Reimbursement. In exchange for an agreement to annex, the City would reimburse a property owner the City of Paducah real estate property tax revenues collected from the agreed-upon date adopted by the Board of Commissioners within the MOA. The reason this is a reimbursement incentive is because the City also collects other taxes such as Paducah Junior College and library taxes. This is an incentive the City of Owensboro utilizes.

- The property must be consensually annexed pursuant to KRS 81A.412
- The term of the agreement would be five years with a defined beginning and ending date.
- The property owner would be paid the reimbursement regardless if the property is sold or transferred.
- The property owner must notify the Finance Department if the mailing address changes.

- The Finance Department would pay the property owner upon the collection of the City property taxes, which includes library, school district, etc.

Sanitation Incentive. In exchange for an agreement to annex, the City would provide free basic sanitation service for one year up to \$10,000.00 with conditions as outlined below. This is also an incentive the City of Owensboro utilizes.

- The property must be consensually annexed pursuant to KRS 81A.412.
- Basic sanitation is the regular, scheduled pick-up of roll-outs or dumpsters.
- The Public Works Department will track the dollar value of the sanitation service. If the total dollar value of the basic sanitation service exceeds \$10,000 within the year, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the next month following when the \$10,000 were exceeded.
- Appliances, brush, mattresses and other items that require special equipment or additional visits by Public Works are not covered under the agreement.
- Construction dumpsters are not covered under the agreement.
- The one-year agreement follows the property and can be transferred to another owner of the same property within the annexed area, which means lots can be created or structures built which can take advantage of this incentive within the one-year time frame.
- In the event the City cannot service the property due to type of refuse, volume of refuse or other factors as determined by Public Works, fees will not be reimbursed as generated by any third-party waste disposal company.

Closing Cost Incentive. This incentive is proposed to be a one-time lump sum payment to a property owner equal to the amount of closing costs with a cap of \$1,000.00 with the explicit intent to sell the property once it is in the City limits.

- The property must be consensually annexed pursuant to KRS 81A.412.
- The property owner shall provide proof of closing costs.
- The proposed agreement would cover the property annexed into the City, not any lots subsequently created and sold.
- A W-9 would be required from the Property Owner to be submitted with the closing costs.
- A 1099 Form would be sent to the Property Owner for tax purposes.
- The property must be sold within 18 months of annexation – the purpose of which is to make sure funds are not held up for other properties that wish to utilize this incentive.
- This incentive is not intended to be used in conjunction with either the Property Tax or Sanitation incentives.

RECOMMENDED MOTION

Approval of the Incentive Ordinance.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as “City”), and **JED Rentals, LLC, 1518 East 11th Street, Owensboro, KY 42303-0841**, (hereafter referred to as “Property Owner”). City and Property Owner are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately **3.461 acres, more or less, which is located at 3509 Fairview Drive, Owensboro, KY and referred to as Mallard Landing**; and

WHEREAS, the Property Owner’s property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and when annexed, developed, and/or sold will utilize and benefit from municipal services including public safety and sanitation; and

WHEREAS, the City of Paducah has established an annexation incentive program to provide annexation incentives into the City; and

WHEREAS, the Property Owner wishes to voluntarily participate in the City annexation incentive program whereby **Mallard Landing** shall be annexed into the corporate limits of the City of Paducah; and

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote

economic development and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation; with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate **Mallard Landing** into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will receive a lump sum reimbursement of the amount of closing costs not to exceed one thousand (\$1,000) dollars upon the sale of **Mallard Landing**.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1. ANNEXATION: **Mallard Landing** shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. CLOSING COST INCENTIVE:

- (A) Under the terms of this Agreement, the City will provide the Property Owner a lump sum reimbursement of the amount of closing costs not to exceed one thousand (\$1,000) dollars of the sale of **Mallard Landing**.
- (B) It is expressly stated and agreed that the reimbursement is for the property sold, not for any subsequent lots that are created and subsequently sold.
- (C) The Property Owner shall provide proof of the closing costs to the Planning Department.
- (D) A W-9 Form will be required from the Property Owner submitted with the proof of closing costs.

(E) The Property Owner understands and agrees that a 1099 Form will be sent to them for tax purposes.

(F) The property must be sold within eighteen (18) months of annexation.

SECTION 3. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

Upon a material breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies provided by law nor shall the City's total liability ever exceed one hundred percent (100%) of the total verified sum of all City of Paducah Property Tax Revenues collected by the City from **Mallard Landing**, whichever is less.

SECTION 4. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

City of Paducah
Attention: Director of Planning
300 South 5th Street
Paducah, KY 42003

PROPERTY OWNER:

JED RENTALS, LLC
1518 EAST 11th STREET
Owensboro, Kentucky, 42303

SECTION 5. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if **Mallard Landing** described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, **Mallard Landing** is de-annexed at any time.

SECTION 6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, provided, however; that this Agreement shall not be transferred or assigned to a different property owner.

SECTION 7. SEVERABILITY: The provisions of this Agreement are independent of, and severable from, each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement
as of the day and year first hereinabove written.

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

J.E.D. RENTALS, LLC:

By _____
Paul Davis, Manager

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as “City”), and **JED Rentals, LLC, 1518 East 11th Street, Owensboro, KY 42303-0841**, (hereafter referred to as “Property Owner”). City and Property Owner are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately **3.461 acres, more or less, which is located at 3509 Fairview Drive, Owensboro, KY and referred to as Mallard Landing**; and

WHEREAS, the Property Owner’s property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and when annexed, developed, and/or sold will utilize and benefit from municipal services, including public safety and sanitation; and

WHEREAS, the City of Paducah has established an annexation incentive program to provide annexation incentives into the City; and

WHEREAS, the Property Owner wishes to voluntarily participate in the City annexation incentive program whereby **Mallard Landing** shall be annexed into the corporate limits of the City of Paducah; and

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote

economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate **Mallard Landing** into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the City will reimburse the Property Owner the total City of Paducah property tax revenues derived from any property located therein, over a designated five (5) year period for **Mallard Landing**.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1. ANNEXATION: **Mallard Landing** shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

(A) Under the terms of this Agreement, the City will reimburse the Property Owner the total City of Paducah property tax revenues derived from any property located therein over a designated five (5) year period for **Mallard Landing**.

(B) The City of Paducah property tax to be reimbursed by the City to the Property Owner under this Agreement shall be paid solely from property tax revenues derived by the City, hereafter referred to as "Tax Revenues," over a defined period of five (5) years for **Mallard Landing** (the "Reimbursement Term").

(C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owner and not to any subsequent developer, purchasers, tenants or other interests present or future. The Property Owner shall promptly inform the City of Paducah Finance Department upon any change of address to which payments are to be sent.

(D) It is agreed that in the event the Property Owner sells, transfers and/or leases any part of **Mallard Landing**, the Property Owner shall continue to receive the incentive payments as defined in this Agreement. It is understood that the incentive payments are to be paid directly to the Property Owner regardless as to who owns and/or leases the properties provided the Property Owner is in compliance with all terms of this Agreement.

(E) Limitation on Reimbursement of City of Paducah property tax: The City's maximum liability to the Property Owner for reimbursement shall not exceed the total verified sum of all City Property Tax Revenues over a designated five (5) year period for **Mallard Landing**.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on **January 1, 2020** for a period of five (5) years terminating on **January 1, 2025**. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to

reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

Upon a material breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies provided by law nor shall the City's total liability ever exceed one hundred percent (100%) of the total Real Estate property tax paid to the City of Paducah as collected from **Mallard Landing**.

SECTION 4. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

City of Paducah
Attention: Director of Planning
300 South 5th Street
Paducah, KY 42003

PROPERTY OWNER:

JED RENTALS, LLC
1518 EAST 11th STREET
Owensboro, Kentucky, 42303

SECTION 5. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if **Mallard Landing** described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, **Mallard Landing** is de-annexed at any time.

SECTION 6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants,

undertakings, restrictions, or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be transferred or assigned to a different property owner.

SECTION 7. SEVERABILITY: The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

J.E.D. RENTALS, LLC:

By _____
Paul Davis, Manager

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as “City”), and **JED Rentals, LLC, 1518 East 11th Street, Owensboro, KY 42303-0841**, (hereafter referred to as “Property Owner”). City and Property Owner are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately **3.461 acres, more or less, which is located at 3509 Fairview Drive, Owensboro, KY and referred to as Mallard Landing**; and

WHEREAS, the Property Owner’s property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and, when annexed, developed, and/or sold will utilize and benefit from municipal services, including public safety and sanitation; and

WHEREAS, the City of Paducah has established an annexation incentive program to provide annexation incentives into the City; and

WHEREAS, the Property Owner wishes to voluntarily participate in the City annexation incentive program whereby **Mallard Landing** shall be annexed into the corporate limits of the City of Paducah; and

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote

economic development and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate **Mallard Landing** into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period for **Mallard Landing**.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1. ANNEXATION: **Mallard Landing** shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. SANITATION INCENTIVE:

(A) Under the terms of this Agreement, the City will provide the Property Owner with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period for **Mallard Landing**.

(B) Basic sanitation service includes the regular, scheduled pick-up of roll-outs or dumpsters. Appliances, mattresses, brush and the like that requires special equipment or additional visits by Public Works personnel to retrieve said items will not be covered under this Agreement. Construction dumpsters shall not be covered under this agreement.

(C) It is understood that sanitation service may be transferred to another owner of the property or any lot within the annexed area for the duration of the one (1) year time frame.

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for Mallard Landing. In the event the total dollar value of basic sanitation service exceeds ten thousand (\$10,000) dollars within the one (1) year time frame, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded.

(E) It is agreed and understood that in the event sanitation service cannot be provided by the City due to the type of refuse, volume of refuse or other contributing factors as determined by the City of Paducah Public Works Department and another disposal company is required, the fees generated by the disposal company will not be reimbursed.

(F) This Agreement shall commence upon its execution by both the Parties and the sanitation term shall begin on **January 1, 2020** for a period of one (1) year terminating on **January 1, 2021**, unless the basic sanitation service exceeds ten thousand (\$10,000) dollars as stipulated herein. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

SECTION 3. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to provide

basic sanitation services on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

Upon a material breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies provided by law nor shall the City's total liability ever exceed one hundred percent (100%) of the total verified sum of all Property Tax Revenues collected by the City from **Mallard Landing**, whichever is less.

SECTION 4. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

City of Paducah
Attention: Director of Planning
300 South 5th Street
Paducah, KY 42003

PROPERTY OWNER:

JED RENTALS, LLC
1518 EAST 11th STREET
Owensboro, Kentucky, 42303

SECTION 5. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if **Mallard Landing** described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, **Mallard Landing** is de-annexed at any time.

SECTION 6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer or representative of either Party hereto. There are no promises, representations, covenants,

undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns within the area defined as **Mallard Landing**.

SECTION 7. SEVERABILITY: The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

J.E.D. RENTALS, LLC:

By _____
Paul Davis, Manager