



Amended August 22, 2022

**CITY COMMISSION MEETING
AGENDA FOR AUGUST 23, 2022
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

PUBLIC HEARING Paducah-McCracken County Senior Center Community Development Block Grant (CDBG)

ADDITIONS/DELETIONS

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 August 9, 2022
	B.	Receive & File Documents
	C.	Reappointment of Jim Chapman to the Board of Adjustment
	D.	Reappointment of Paul Bradford and Cathy Crecelius to the Paducah Planning Commission
	E.	Appointment of Simone A. Fearon, MD to the Paducah-McCracken County Senior Citizens Center Board
	F.	Appointment of Staci W. Drake and Whitney Ravellete Wallace to the Civic Beautification Board
	G.	Personnel Actions
	H.	Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Worker's Compensation Trust - S WILCOX

		I.	Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - S WILCOX
	II.	<u>MUNICIPAL ORDERS</u>	
		A.	Approve acceptance of a 2019 BUILD grant for \$10.4M for the Paducah Riverfront Improvement Project - R MURPHY
		B.	Approve Contract For Services with Paducah Junior College, Inc., for the Community Scholarship Program in the amount of \$100,000 - D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorize Budget Amendment for Fund Balance transfer for Vehicle Purchases - C YARBER
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Closure of an Alley north of George Street between S. 3rd Street and S. 4th Street, closure of an Alley south of Husband Street between S. 3rd Street and S. 4th Street and a portion of the east side of S 4th Street - R MURPHY
		B.	Interlocal Cooperation Agreement between the City of Paducah, Kentucky; the County of McCracken, Kentucky; and the Sports Tourism Commission related to the Paducah-McCracken County Athletic Complex - D JORDAN
	V.	<u>DISCUSSION</u>	
		A.	Commission Priorities Update - M SMOLEN
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

August 9, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 9, 2022, 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, Lindsay Parish, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Henderson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATION

Communications Manager Pam Spencer provided the following:

Junior Duchess Award

“Mayor George Bray presented the first ever Junior Duchess Award to Nyla Holder. A duke or duchess award is presented to someone who is making a positive impact in the community. Nyla, an eighth-grade student at Lone Oak Middle School, was nominated by her teacher, Carly Eskridge. Nyla has served as a school ambassador and is active in the local community by volunteering with various organizations including Martha’s Vineyard, the Merryman House, Book for Hope, and McCracken County Humane Society. Nyla also recently achieved the national title of Jr. Miss Cosmos United States.”

NEW EMPLOYEE INTRODUCTIONS

Fire Chief Steve Kyle introduced Firefighter Recruits Trayle Prescott, Nick Hatton, Nick Bogart, Matt Uhly, Mike Winnans, Kobe Bridges and Hunter Matlock.

MAYOR’S REMARKS

- The City and County are working to finalize the interlocal agreement for the outdoor sports complex with the goal of bringing it before the Board in the next few weeks.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Bray requested that Item I(E) be pulled for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for July 26, 2022, Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents:

	<u>Minute File:</u> 1. Resolution – Community Development Block Grant – Paducah-McCracken County Senior Citizens Center – MO #2619 <u>Deed File:</u> 1. Deed of Conveyance – between Cathy Priest and City of Paducah – 3181 Jackson Street – MO #2574 <u>Contract File:</u> 1. Programmatic Agreement between MURAD, KY State Historic Preservation Office, et al – BUILD Grant – Riverfront Pier – MO #2580 2. Contract For Services – DRMS – Digital Scanning Project – Paducah Police Department – MO #2603 3. Memorandum of Agreement between City of Paducah and William Evans – Annexation Incentives – 1630 North Friendship Road – MO #2605 4. Fleet Maintenance Contract between City of Paducah and West Marshall Fire Department – MO #2606 5. Agreement to Purchase Six Police Pursuit Rated SUVs – Linwood Motors – MO #2607 6. Contract For Services – Paxton Park Golf Board – MO #2608 7. Contract For Services – DWA Recreation – Playground Equipment – Langstaff Park – signed by Suzanne Davidson – Assistant Parks and Recreation Director (See also MO #2609) 8. Contract For Services between City of Paducah and Paducah Alliance of Neighbors – MO #2611 9. Agreement For S. 25th Street Improvement Project – Central Paving Co. ORD 2022-05-8736 <u>Financials File:</u> 1. Paducah Water Works – Month ending June 30, 2022 <u>Bids File:</u> 1. Consulting Services For Preservation Assessment and Stewardship of Certain Historic Assets and Neighborhoods – Cultural Heritage Works and Rhodes Heritage Group – MO #2614 2. Purchase of Six Police Pursuit Rated SUVs MO #2607 (a) Linwood Motors
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$75,000 TO PROVIDE SMALL BUSINESS DEVELOPMENT AND JOB CREATION PROGRAMS (MO #2620; BK 12)
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT OF \$215,000 FOR PUBLIC TRANSPORTATION SERVICES (MO #2621; BK 12) Removed for separate discussion
I(F)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER IN AN AMOUNT OF \$31,444.59 FOR SERVICES RELATED TO THE SET-UP AND DISMANTLING OF THE DOME PAVILION FOR THE 2022 AQS QUILT SHOW (MO #2622; BK 12)

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I(G)	A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH JACQUELINE ANN BELL FOR PROPERTY TAX INCENTIVES RELATED TO THE ANNEXATION OF 3520 OLIVET CHURCH ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2623; BK 12)
I(H)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1404 MADISON STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE OFFER OF CHARLES NICHOLS IN THE AMOUNT OF FIVE DOLLARS (\$5.00) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #2624; BK 12)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO PADUCAH POWER SYSTEM FOR CONSTRUCTION IN AID FEES FOR THE SOUTH 24 TH & SOUTH 25 TH STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$74,185.55, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2625; BK 12)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO PADUCAH POWER SYSTEM FOR CONSTRUCTION IN AID FEES FOR THE BUCKNER LANE BRIDGE IMPROVEMENT PROJECT IN THE AMOUNT OF \$65,481, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2626; BK 12)
I(K)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE FRONT LOADER REFUSE TRUCK IN THE AMOUNT OF \$316,469, FOR USE BY THE SOLID WASTE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2627; BK 12)
I(L)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE SIDE ARM REFUSE TRUCK IN THE AMOUNT OF \$341,338, FOR USE BY THE SOLID WASTE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2628; 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 ORDERS

CONTRACT FOR SERVICES WITH PADUCAH TRANSIT AUTHORITY

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT OF \$215,000 FOR PUBLIC TRANSPORTATION SERVICES”

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Communications Manager Pam Spencer offered the following summary:

- Director Arthur Boykin attended the meeting and explained the various services provided and how they are prioritized. Boykin also explained that the Transit Authority is experiencing a shortage of drivers. PATS provides approximately 165,000 rides per year.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2621; BK 12)

AUTHORIZE PAYMENT TO INDUSTRIAL DEVELOPMENT AUTHORITY FOR PURCHASE OF 6866 BOBO ROAD

Commissioner Henderson, offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE PURCHASE OF PROPERTY LOCATED AT 6866 BOBO ROAD IN AN AMOUNT OF \$98,928.46 FOR ECONOMIC DEVELOPMENT PURPOSES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2629; BK 12)

ORDINANCE ADOPTION

REPEAL AND REPLACE CHAPTER 108 “TELECOMMUNICATIONS” OF THE CODE OF ORDINANCES

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE REPEALING AND REPLACING CHAPTER 108 “TELECOMMUNICATIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This ordinance repeals and replaces Chapter 108 “*Telecommunications*” of the Code of Ordinances of the City of Paducah in its entirety. The purpose of this ordinance is to establish local policy, guidelines, standards, and time frames with respect to the regulation of telecommunications providers and to promote competition in telecommunications. Additionally, this ordinance allows the City of Paducah to permit and manage reasonable access to Rights-of-ways of the City for telecommunication purposes and conserve the limited physical capacity of Rights-of-way held in public trust by the City. This ordinance creates a non-exclusive franchise allowing telecommunications providers to bid for the right to construct, erect, operate, and maintain upon, through, along, under and over the Rights-of-way of the City of Paducah a Telecommunications System. This ordinance requires fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way including an application fee in a non-refundable amount of five thousand dollars (\$5,000) and franchise fee payments as set out herein. As required by KRS 83A.060, the following sections of the Ordinance are set forth and shall be published in their entirety:

108-30(p) “Minimum Annual Franchise Fee” means six thousand dollars (\$6,000) in the first year of the Grantee’s franchise and shall increase by one thousand dollars (\$1,000.00) annually.

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108-31(a) Applications shall be accompanied by a non-refundable Application fee of five thousand dollars (\$5,000.00) payable to the City. Said Application fee shall not be considered Franchise Fee payments.

108-47 Compensation

- (a) The Franchise fee imposed under this Ordinance is not in lieu of any tax, fee or other assessment except as specifically provided in this Ordinance, or as required by applicable law. By way of example, and not limitation, permit fees and business license taxes are not waived and remain applicable as provided by law. Additionally, the City may at any time impose any fees or taxes consistent with state or federal law, including, but not limited to property taxes, and occupational license fees.
- (b) Grantee shall pay a quarterly Franchise Fee to the City, which shall be equal to the greater of (a) the Minimum Annual Franchise Fee as defined herein and amended from time to time ("Minimum Annual Franchise Fee"); or (b) an amount equal to either (i) five percent (5%) of Grantee's Gross Revenues, which shall be payable quarterly and may be passed through to Grantee's Customers, if Grantee provides Telecommunications Service to Customers within the City of Paducah ("Gross Revenue-based Franchise Fee"), or (ii) an amount equal to two dollars (\$2.00) per lineal foot of Facilities plus three thousand dollars (\$3,000.00) per each Wireless facility (other than Small wireless facilities) and two hundred seventy dollars (\$270.00) per each Small wireless facilities if Grantee does not provide Telecommunications Service to end-users within the City of Paducah ("Facilities-Based Franchise Fee");
- (c) Grantee's first Franchise Fee payable under this Ordinance shall be paid to the City forty-five (45) days after the City gives notice to the Grantee that the City has exercised its constitutional right to collect Franchise Fees. Such payment will be prorated for the remaining calendar year (rounded to the nearest month). Thereafter, Grantee shall pay each Franchise Fee (as applicable) in accordance with the schedule below.
- (d) Minimum Annual Franchise Fee payments, if applicable, to the City shall be paid on or before April 15th of each calendar year during the term of the franchise.
- (e) Gross Revenue-Based Franchise Fee payments, if applicable, to the City shall be computed based on Grantee's Gross Revenues from each calendar year quarter period (January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31) and paid on or before the forty-fifth (45th) day following each calendar quarter period during the term of the franchise.
- (f) Facilities-Based Franchise Fee payments, if applicable, to the City shall be computed based on Grantee's lineal foot of Facilities in the City of Paducah as of January 1 of each calendar year and paid on or before April 15th of each calendar year during the term of the franchise.
- (g) Payment not received by the City by the due date shall be assessed interest equal to the lesser of (i) one percent (1%) per month, or (ii) the highest rate permitted by law. Interest shall be compounded annually. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives payment.
- (h) Prior to making each payment to the City, Grantee shall file with the City a written report containing an accurate statement in summarized form, as well as in detail, of its calculation of the amount of the payment, verified by an officer or other authorized representative of Grantee, setting forth its Gross Revenues according to their accounting subdivisions, and any deductions claimed for the period upon which the payment is computed. Such reports shall be in form satisfactory to the City.
- (i) If any Franchise Fee is owed to the City, upon reasonable notice, the City shall have the right to inspect the Grantee's income records, the right to audit and to re-compute any amounts determined to be payable under any Franchise granted pursuant to this Ordinance; provided,

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however, that such audit shall take place within twelve (12) months following the close of each of the Grantee's fiscal years. If, as a result of such audit or review, the City determines that Grantee has underpaid its fees to the City in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, Grantee shall reimburse the City for all expenses incurred as a result of an audit or review and such payments shall be paid within the thirty (30) days following written notice to the Grantee by the City, which notice shall include a copy of the audit report and copies of all invoices for which the City seeks reimbursement.

- (j) If any Franchise Fee is owed to the City, in the event that any Franchise Fee payment or recomputed amount is not made to the City on or before the applicable dates heretofore specified, interest shall be charged from such date as defined in this Ordinance.
- (k) No accord and satisfaction. No acceptance by the City of any Franchise Fee or any other payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee or any other payment be construed as a release of any claim of the City
- (l) The City reserves the right to require the Grantee to collect any consumer or other tax or other fee that may be imposed by the City, the Commonwealth of Kentucky, or the federal government on Telecommunications Services.
- (m) Notwithstanding any other provision of this Ordinance, the Grantee shall be required to pay the Government an amount intended to adequately compensate it for its permitting and inspection of the Grantee's construction activities in the Rights-of-way pursuant to the Code and all attorney's fees that the Government may incur relating to the franchising process, including but not limited to any attorneys' fees incurred relating granting of the franchise and any transfer, renewal or modification of the franchise.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray
(5). **(ORD 2022-08-8745; BK 36)**

ORDINANCE INTRODUCTION

BUDGET AMENDMENT FOR FUND BALANCE TRANSFER FOR VEHICLE PURCHASES

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT." This Ordinance is summarized as follows: Amend the annual budget for the fiscal year beginning July 1, 2022, and ending "June 30, 2023, as follows:

- Transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles).
- Transfer \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles).

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COMMENTS

City Manager

- Commended the City departments for their work in helping make the August 8th celebration a success.
- Stated that the design work on the Cherry Civic Center is about 95% complete. He hopes to have that RFP out soon.
- He and Parks and Recreation Director Amie Clark met with the design team for the pickleball courts. They hope to have the RFP out in the Fall and have construction completed in the Spring.

Commissioner Wilson

Requested information on the timeline of the Sports Park Interlocal Agreement. City Manager Jordan said that he met with Deputy Judge Executive Doolittle last week and he hopes to have a final draft back to distribute to Commissioners sometime this week.

Commissioner Henderson

Reiterated City Manager's comments regarding the success of the August 8th Celebration. He was pleased with the participation of the team.

EXECUTIVE SESSION

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

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

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Guess, that the meeting be adjourned.

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

TIME ADJOURNED: 6:40 p.m.

ADOPTED: August 23, 2022.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

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RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed between City of Paducah and Tyrell Grant: 832 North 7th Steet; 836 North 7th Street; 626 Boyd Street – MO #2600
2. Quitclaim Deed – City of Paducah to McCracken County Humane Society - Transfer of Lanell Park 4524 Buckner Lane MO #2602

Contract File:

1. Administrative Plan for 2022 Housing Choice Voucher Program Update – MO #2612
2. Contract For Services – Bacon, Farmer, Workman – pickleball courts – MO #2618
3. Interlocal Agreement between the City of Paducah, Kentucky and the City of Mayfield Kentucky - Building Inspection Services – ORD 2022-06-8739

CITY OF PADUCAH
August 23, 2022

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

8/18/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
August 23, 2022**

<u>NEW HIRES - FULL-TIME (F/T)</u>						
<u>FINANCE</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Arellano-Tapia, Anayeli	Revenue Technician	\$18.02/hr	NCS	Non-Ex	August 18, 2022	
<u>PUBLIC WORKS</u>						
Breeden III, Allen D.	ROW Maintenance	\$21.43/hr	NCS	Non-Ex	August 25, 2022	
Marshall, Tyler Austin	ROW Maintenance	\$19.29/hr	NCS	Non-Ex	August 25, 2022	
Matlock, Russell Scott	Truck Driver	\$20.80/hr	NCS	Non-Ex	August 25, 2022	

<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)</u>						
<u>FIRE - SUPPRESSION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Hansen, Kurt B.	Relief Driver \$17.53/hr	Lieutenant \$18.84/hr	NCS	Non-Ex	August 25, 2022	
McKinney, Shaelea D.	Relief Driver \$17.10/hr	Lieutenant \$18.84/hr	NCS	Non-Ex	August 25, 2022	
<u>PUBLIC WORKS</u>						
Davenport, Tucker L.	Fleet Mechanic II \$20.19/hr	Fleet Mechanic II \$20.70/hr	NCS	Non-Ex	August 11, 2022	

<u>TERMINATIONS - FULL-TIME (F/T)</u>						
<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>			
Abbott, Hannah M.	Telecommunicator	Resignation	August 31, 2022			
<u>ADMINISTRATION</u>						
Dortch, Lori A.	Business Analyst	Termination	August 15, 2022			
<u>PARKS & RECREATION</u>						
Stewart, James M.	Parks Maintenance Laborer	Termination	August 11, 2022			

Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2022

Short Title: Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities
Worker's Compensation Trust - **S WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: Insurance regulations as they pertain to self-insured associations require pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

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: Sign KLC Participation Agreement to remain in self-insured pool.

Attachments:

1. MO - agree – Declaration of Trust & Trust Participation WC KLC 2022
2. 2023 Work Comp Trust Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKERS
COMPENSATION TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities
Insurance Services for the Workers Compensation Trust.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 23, 2022
Recorded by Lindsay Parish, City Clerk, August 23, 2022
\\mo\ agree – Declaration of Trust & Trust Participation WC - KLC 2022

City Of Paducah

**DECLARATION OF TRUST
AND
TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES
WORKERS' COMPENSATION TRUST**

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the "KLCIS") an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

W I T N E S S E T H :

WHEREAS, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the "Trust"), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. DECLARATION OF TRUST. The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the

benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

SECTION 2. MEMBERSHIP. Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS. Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days

notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 6. TRUST DISSOLUTION. The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

- a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
- b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
- c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
- d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

SECTION 7. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

SECTION 8. INDEMNITY AGREEMENT. The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

SECTION 9. USE OF TRUST FUNDS. All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of the participating members. No funds of the Trust shall be expended for any purpose other than the payment of claims and related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

SECTION 10. INVESTMENT OF TRUST FUNDS. All funds of the Trust which are not needed to pay current obligations shall be invested by, or at the direction of, the Board of Trustees in accordance with the requirements set forth in the Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 055.

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS.

Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty-six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to-contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustee may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

SECTION 12. EXCESS INSURANCE. The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and

retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES. The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

SECTION 14. BOARD OF TRUSTEE REPORTS. The Board of Trustees shall be required to make the following reports:

- a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
- c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

SECTION 15. MEMBER REPORTS. Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

SECTION 16. RISK MANAGEMENT. The Board of Trustees, or its designated service

company, shall develop and implement a risk management program designed to minimize the workers' compensation liability of the participating members. The participating members shall follow the risk management recommendations of the Board of Trustees and its service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by the participating members.

SECTION 17. COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND. To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

SECTION 20. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 21. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 22. SEVERABILITY. If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

SECTION 23. AUTHORIZATION OF SIGNATURE PAGES. This Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

CITY/AGENCY 5429

BY: Mark Atenton
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2022

DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2022

Short Title: Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - **S WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: Insurance regulations as they pertain to self-insured associations require pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements. This agreement pertains to property, liability, and auto insurance coverages.

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: Sign KLC Participation Agreement to remain in self-insured pool.

Attachments:

1. MO -agree – Declaration of Trust & Trust Participation – General Ins. KLC 2022
2. 2023 General Insurance Trust Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE GENERAL
INSURANCE TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities
Insurance Services for the General Insurance Trust.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 23, 2022

Recorded by Lindsay Parish, City Clerk, August 23, 2022

\mo\ agree – Declaration of Trust & Trust Participation – General Ins. KLC 2022

City Of Paducah

**TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
GENERAL INSURANCE TRUST**

This TRUST PARTICIPATION AGREEMENT (the "Trust Agreement") is made and entered into by and between the KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "KLCIS"), an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments and other public agencies and political subdivisions, members of the KLCIS and signatories hereto.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the INTERLOCAL AGREEMENT TO ESTABLISH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "Interlocal Agreement"), as authorized by sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes ("KRS"); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a GENERAL INSURANCE TRUST (the "Trust"), whereby the participating members pool their funds in order to provide self-insurance and/or third-party insurance against various public liability exposures, including, but not limited to, general, professional and auto liability, and related claims; and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. MEMBERSHIP. Only those cities, urban-county governments and other public agencies and political subdivisions of the Commonwealth that are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. Each participating member agrees that at all times it will abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement and all rules, regulations, standards and procedures adopted by the Board of Trustees.

SECTION 2. TERMINATION OF TRUST PARTICIPATION. The Board of Trustees shall have the authority to terminate member's participation in the Trust for any failure to abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement, or any rules, regulations, standards or procedures adopted by the Board; for failure to timely pay any annual or supplementary contributions established by the Board; or for any other action or omission that is deemed by the Board to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to, an unfavorable

loss experience.

Before terminating any member's participation in the Trust, the Board shall give the member at least thirty (30) days written notice of the termination. In the case of a termination or any reason other than the non-payment of contributions, the notice of termination shall inform the participating member that a hearing may be requested. In the event of a termination for non-payment of contributions, the member shall have no right to a hearing. All terminations shall be effective as of the date and upon the terms and conditions specified by the Board in its notice of termination or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination, except as may be provided in this Trust Agreement.

After termination, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 3. MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board shall send a written acknowledgment of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 4. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members, through the income earned from the investment of Trust funds by the Board, and through any other moneys which may be lawfully received by the Board and made a part of the Trust's assets. All annual and supplementary contributions shall be computed and established by the Board based on actuarial evaluations, ratings plans, and other analyses of the amounts necessary for the payment of claims and losses, the payment of premiums for insurance and excess or re-insurance, the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued and sold or other debt which may be incurred to fund the operations of the Trust as authorized by Section 5 of the Interlocal Agreement, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of the Trust reasonably and lawfully incurred, including any expenses related to the issuance of revenue bonds or the incurrence of other debt to fund the operations of the Trust.

The Board shall certify to each participating member the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay all annual and supplementary contributions established by the Board. Any delinquent payments shall be paid with interest calculated from the date of delinquency to the date of payment at a rate equal to the highest annual interest rate at which any of the funds of the Trust are invested on the date the payment became past due.

SECTION 5. ANNUAL AND SUPPLEMENTARY CONTRIBUTIONS. In order to become and remain a participating member of the Trust, each member shall make and hereby agrees to make an annual contribution to the Trust. The amount of the annual contribution to be paid by each participating member shall be established by the Board based on the criteria set forth in Section 4 above and such other criteria as the Board in its discretion may establish in order to ensure the solvency of the Trust and an equitable distribution of costs, and to promote the purposes and objectives of the KLCIS and the Trust. If, in the opinion of the Board, the assets of the Trust are at any time in any fiscal year insufficient to enable the Trust to discharge its legal liabilities and other obligations and

to maintain required reserves, the Board shall have the right to adopt a plan for the elimination of such deficit, which plan may include the establishment of supplementary contributions to be paid by each member which participated in the Trust during any part of the fiscal year to which the deficit is assignable. Supplementary contributions shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members the year in which such deficit occurs. Prior to the beginning of each fiscal year, the Board shall, by resolution, establish the maximum amount of supplementary contributions that members may be required to make for the ensuing fiscal year. All supplementary contributions shall be due and payable by each member when notice of the supplementary contribution is received and shall be delinquent thirty (30) days thereafter.

SECTION 6. SCOPE OF COVERAGE. The extent (terms, conditions and exclusions) of the insurance coverage afforded to each participating member by the Trust shall be set forth in an insurance policy document (the "Coverage Certificate"), which shall be approved by the Board and issued to each participating member. The Trust shall pay from Trust assets all claims and losses of the participating members, exclusive of any applicable deductible amounts, which are incurred during the period of membership and which are covered under the terms and conditions of the Coverage Certificate. The Board shall establish the types and monetary levels of coverage for which the Trust shall indemnify its participating members, including provisions for levels of coverage (deductibles) for which the participating members shall be individually responsible. The types and levels of coverage may vary according to population classification, the mutual agreement of the Board and a participating member, or such other criteria as may be established by the Board. The Coverage Certificate may be amended from time to time by the Board to protect the financial solvency of the Trust or to reflect the desires of the participating members; provided that the participating members shall be notified in writing at least thirty (30) days in advance of the effective date of any Coverage Certificate amendment.

SECTION 7. REINSURANCE OR EXCESS INSURANCE COVERAGE. The Board is authorized to obtain re-insurance or excess insurance coverage in such specific and aggregate amounts and with such retentions as the Board may deem necessary or as may be required by any law or regulation to protect the financial solvency of the Trust.

The Board is also authorized to obtain other insurance, letters of credit, lines of credit, or other funding facilities from financial institutions, which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves.

SECTION 8. USE OF TRUST ASSETS. All assets of the Trust shall be the property of the participating members. No assets of the Trust shall be appropriated for any purpose other than the following: the payment of covered claims and losses; the payment of all reasonable and lawful expenses of the Trust; the establishment and maintenance of reasonable reserves; the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued or other debt which may be incurred to fund the operations of the Trust; and the distribution of surplus assets to eligible Trust members in accordance with Section 9 of this Trust Agreement.

SECTION 9. CALCULATION AND DISTRIBUTION OF SURPLUS TRUST ASSETS.

- A. Subject to the limitations imposed in this section and elsewhere in this Trust Agreement, the Board, in its sole discretion, may make periodic distributions of surplus Trust assets. The Board shall have the authority to decide when the distribution of surplus Trust assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus Trust assets, but only in accordance with the provisions of this Trust Agreement and the formula for the distribution of surplus Trust assets adopted by the Board.

No Distribution of surplus Trust assets shall be made sooner than three (3) years from the inception of the Trust. No surplus Trust assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year.

- B. The distributable surplus Trust assets for any fiscal year shall be those Trust assets remaining after:
- (I) payment has been made for all claims, losses and expenses, including principal, interest and premium, if any, on any outstanding revenue bonds or other debt, due and payable in that fiscal year;
 - (II) reasonable reserves have been established for claims previously occurring and reported, and expenses associated therewith;
 - (III) reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith;
 - (IV) reasonable reserves have been established to secure the payment of the principal of, premium, if any, and interest on any revenue bonds or other debt which may be outstanding;
 - (V) reasonable reserves have been established for future adverse loss deviation and expenses associated therewith; and
 - (VI) reasonable reserves have been established to cover bad debts, unless waived by the Commissioner of the Kentucky Department of Insurance.
- C. The Board shall calculate each participating member's proportionate share of surplus Trust assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the trust was created. The formula may include any factors which, in the discretion of the Board, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experiences; individual member contributions relative to total contributions; the duration of Trust participation; and the overall loss experience of the Trust. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the participating member's proportionate share of surplus Trust assets.
- D. No former member shall be entitled to receive any distribution of surplus Trust assets. Surplus Trust assets shall be distributed only to members which are participating members at the time a distribution of surplus Trust assets is declared by the Board.
- E. Any participating member may elect to have the distribution of its proportionate share of surplus Trust assets applied as a credit against future annual or supplementary contributions.

SECTION 10. PARTICIPATING MEMBER'S DUTIES IN THE EVENT OF AN OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT. In the event of an occurrence, incident, wrongful act, error, omission, or other circumstance which could, without regard to any deductible limits, reasonably be expected to result in a claim or claims against the participating member within the scope of the insurance coverage provided by the Trust, the participating member shall report such occurrence, incident, wrongful act, error, omission, or other circumstance to the claims handling agent designated by the Board in the manner and within the time limit set by the Board or as set forth in the Coverage Certificate.

In the event a claim or suit is brought against the participating member, the participating member shall immediately forward to the claims handling agent designated by the Board a copy of every notice, summons or other legal process received by the participating member.

The participating members shall cooperate fully with the claims handling agent designated by the Board in the investigation of any occurrence, incident, wrongful act, error, omission, or other circumstance which may result in a claim or loss within the scope of the insurance coverage provided by the Trust and shall cooperate fully in the settlement or defense of any claim or suit which may result in a loss within the scope of the insurance coverage provided by the Trust.

SECTION 11. DEFENSE OF CLAIMS. To the extent of the participating member's coverage limit, as set forth in the Coverage Certificate the Trust shall defend in the name of and on behalf of each participating member any suits or other legal proceedings which may at any time be instituted against the participating member involving claims within the scope of the coverage provided by the Trust, even though such suits, other legal proceedings, allegations or demands are considered to be wholly groundless, false or fraudulent, and shall pay all judgments, all costs reasonably incurred in any suit or other legal proceeding defended by the Trust, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense pursuant to the direction of the Board.

Except as provided in Section 12 hereof, the Board shall make all final decisions regarding legal defense of claims, including the selection of legal counsel, and shall have absolute and final authority with regard to defense, settlement, and payment of claims. The settlement or payment of any claim or amount by or on behalf of a participating member without the express approval of the Board or its claims handling agent in accordance with Section 12 hereof shall be at the sole cost of the participating member without any reimbursement from the Trust and may be considered grounds for the termination of the member's participation in the Trust.

Each participating member shall cooperate fully in all settlement negotiations and in the defense of all claims by supplying such information, assistance and authorizations to obtain reports and documents as may be necessary or helpful, in the opinion of the Board or its claims handling agents, to the defense of any claim or to any settlement negotiations.

SECTION 12. AUTHORITY OF MEMBERS TO SETTLE CLAIMS WITHIN DEDUCTIBLE LIMITS. If the claims handling agent designated by the Board agrees in writing that the amount of a claim will not exceed the participating member's deductible limit as set forth in the Coverage Certificate effective for that member, the member may at its option and at its expense, settle the claim and pay the loss and expenses associated with the claim. In such event, the Trust shall bear no part of the cost, fees or any other sums paid or required to be paid as a result of the claim. Prior to settling any claim within the member's deductible limits, the member shall notify the claims handling agent of the claim and all pertinent information relative thereto, including a copy of the proposed final settlement agreement, and shall request authorization in writing from the claims handling agent to settle the claim.

SECTION 13. PAYMENT OF CLAIMS. All claims and losses against participating members shall be paid by the Trust as follows:

- (I) For each fiscal year, claims and losses within the coverage limits retained by the Trust as set forth in the Coverage Certificate shall be paid from and to the extent of the Trust assets for that fiscal year, plus any reserves available and authorized by the Board, including any letter of credit, line of credit, or other funding facility, if any, which may have been procured for the purpose of paying claims and losses within the coverage limits retained by the Trust.
- (II) For each fiscal year, claims and losses in excess of the coverage limits retained by the Trust shall be

paid from and to the extent of the reinsurance or excess insurance coverage, if any, in effect for the Trust for that fiscal year, or from and to the extent of any line of credit, letter of credit or other funding facility, if any, which may be in effect to pay claims and losses in excess of the coverage limits retained by the Trust.

- (III) All deductible amounts and the amount of any claims and losses in excess of the coverage limits provided by the Trust shall be the sole obligation of and shall be paid by the participating member liable therefor.

SECTION 14. REIMBURSIBLE DEDUCTIBLE. In the event the Trust pays any deductible amount on behalf of a participating member, the participating member shall reimburse the Trust therefor within thirty (30) days of receipt of written notice from the Trust that such deductible amount has been paid by the Trust. If the deductible amount for which the participating member is liable is not paid to the Trust within (30) days from the date notice is received, the amount due shall be deemed delinquent and shall bear interest from the date of delinquency until paid at a rate equal to the highest annual rate at which any of the Trust's funds are invested on the date of delinquency.

SECTION 15. SUBROGATION. In the event of the payment of any claim or loss by the Trust under this Trust Agreement and the Coverage Certificate issued by the Trust, the Trust shall be subrogated to the extent of such payment to all the rights of the participating or former member against any person or other entity legally responsible for such claim or loss; and in that event, the participating or former member shall render all reasonable assistance, other than monetary contributions, to effect recovery. To the extent the Trust utilizes any line of credit, letter of credit or other funding facility to secure payment of or to pay any claim or loss, the Trust may assign its rights to subrogation to the financial institution which issued the line of credit, letter of credit or other funding facility.

SECTION 16. INSPECTION OF MEMBER'S FACILITIES AND RECORDS. The Board, the Trust Administrator, and any service agent of the Trust and any of their agents or employees shall be permitted at all reasonable times to inspect the real and personal property of the participating members and shall be permitted at all reasonable times and for a period of five (5) years after the termination of a member's participation in the Trust to examine the former member's books, records, vouchers, contracts and other documents of any and every kind which relate to the operation of the Trust and the former member's participation in the Trust.

SECTION 17. RISK MANAGEMENT. The Board or its designated service agent shall develop a risk management program and provide risk management services to the participating members designed to minimize liability and property damage risks and control losses. The participating members shall follow the general recommendations of the risk management program developed by the Board and its service agents and adopt the loss reduction and prevention procedures established by the Board. However, the participating members shall remain solely responsible for all decisions concerning their safety programs and practices and may not rely upon evaluations and/or recommendations made by the Board or its service agents in making final decisions concerning safety programs and practices.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. LIABILITY OF PARTICIPATING MEMBERS. No member by reason of its participation in the Trust shall be liable to the Trust or to any other member, except for the payment of the annual and supplementary contributions established by the Board in accordance with this Trust Agreement and other Trust documents.

SECTION 20. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board are hereby incorporated by reference into and made a part of this Trust Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Trust Agreement.

SECTION 21. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between the KLCIS of each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 22. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 23. SEVERABILITY. If any provision of this Trust Agreement is held to be in conflict with any applicable statute, rule of law or is otherwise held to be unenforceable, the invalidity of such provision shall not affect any or all of the remaining provisions of this Trust Agreement.

SECTION 24. AUTHORIZATION OF SIGNATURE PAGES. This Trust Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

CITY/AGENCY 5429

BY: Mark Atton
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2022

DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2022

Short Title: Approve acceptance of a 2019 BUILD grant for \$10.4M for the Paducah Riverfront Improvement Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Approval of a Grant Agreement between U.S Department of Transportation Maritime Administration (MARAD) and the City of Paducah, KY.

Background: On July 9, 2019, the Paducah Board of Commissioners approved Municipal Order # 2261, authorizing the application for a Better Utilizing Investments to Leverage Development (BUILD) grant. In November 2019, the City was notified of an award of \$10.4M grant to improve the Paducah Riverfront and pedestrian corridor from the Convention Center to Downtown.

On March 10, 2020, Ordinance 2020-03-8622 was approved by the Paducah Board of Commissioners to appropriate \$1.5M from the General Fund Unreserved Fund for the City's match for the grant. In April 2020, Ordinance 2020-04-8637 was also approved for a contract with BFW Engineering & Testing, Inc to perform Environmental Assessment (EA) services necessary to satisfy National Environmental Protection Act (NEPA) regulations. Ordinance 2021-04-8686 approved Contract Modification #1 in the amount of \$12,200.00 for a mussel survey. Contract Modification #2 increased the scope by \$24,500.00 to include coordination with MARAD, KY-SHPO, and the Osage Nation on a Programmatic Agreement (PA).

On July 28, 2022, the finalized PA was received by all signatory parties. MARAD and the City of Paducah are ready to enter into a fully obligated grant agreement.

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

If yes, please list the Commission Priority:

Communications Plan: Work with the Communications Manager to keep the public informed of progress on the project.

Funds Available: Account Name: BUILD grant

Account Number: DT0050

Staff Recommendation: Authorize the Mayor to sign any and all documents related to the execution of the 2019 BUILD grant in the amount of \$10.4M federal funds and \$1.1M local funds

Attachments:

1. MO - award – BUILD Grant
2. MARAD-GrantAgreement_Paducah 7.27.22

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION (MARAD) FOR A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT IN AN AMOUNT OF \$10,400,000 TO IMPROVE THE PADUCAH RIVERFRONT AND PEDESTRIAN CORRIDOR FROM THE CONVENTION CENTER TO DOWNTOWN, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on July 9, 2019, the Paducah Board of Commissioners approved Municipal Order #2261, authorizing the application for a Better Utilizing Investments to Leverage Development (BUILD) grant; and

WHEREAS, in November 2019, the City was notified of an award of \$10.4M grant to improve the Paducah Riverfront and pedestrian corridor from the Convention Center to Downtown; and

WHEREAS, on March 10, 2020, Ordinance 2020-03-8622 was approved by the Paducah Board of Commissioners to appropriate \$1,500,000 from the General Fund Unreserved Fund for the City's match for the grant; and

WHEREAS, in April 2020, Ordinance 2020-04-8637 was approved for a contract with BFW Engineering & Testing, Inc to perform Environmental Assessment (EA) services necessary to satisfy National Environmental Protection Act (NEPA) regulations; and

WHEREAS, Ordinance 2021-04-8686 approved Contract Modification #1 in the amount of \$12,200.00 for a mussel survey; and

WHEREAS, Municipal Order #2580 approved Contract Modification #2 which increased the scope by \$24,500.00 to include coordination with MARAD, KY-SHPO, and the Osage Nation on a Programmatic Agreement.

WHEREAS, on July 28, 2022, the finalized Programmatic Agreement was received by all signatory parties, and MARAD and the City of Paducah are now ready to enter into a fully obligated grant agreement.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$10,400,000 through the U.S Department of Transportation Maritime Administration (MARAD) for improvements to the Paducah Riverfront and pedestrian corridor from the Convention Center to Downtown.

SECTION 2. That the Mayor is hereby authorized to execute the grant agreement and all documents related to same, as authorized in Section 1, above.

SECTION 3. That the required matching funds in an amount of \$1.1 million shall be provided by BUILD Grant Project Account No. DT0050.

SECTION 4. That 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, August 23, 2022
Recorded by Lindsay Parish, City Clerk, August 23, 2022
MO\grants\award – BUILD Grant

U.S DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM

MARAD FY 2019 BUILD Grant No. 693JF72040003

7069MB143O 2022 1PR2040003 0000151002 41010 61006600 — \$10,400,000

This agreement is between the United States Department of Transportation (the “USDOT”) and the Paducah, City of (the “**Recipient**”). This agreement reflects the selection of the Recipient to receive a BUILD Grant for the Paducah Riverfront Infrastructure Improvement Project.

The parties therefore agree to the following:

Article 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: MARAD Projects,” dated June 15, 2022, which is available at <http://go.usa.gov/xJE9Y>. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2 APPLICATION, PROJECT, AND AWARD

2.1 Application. The application for funding was dated **July 12, 2019**, and titled **Paducah Riverfront Infrastructure Improvement Project**. It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

2.2 Project. In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

The USDOT hereby awards a BUILD Grant to the Recipient in the amount of **\$10,400,000** and obligates that amount for the budget period.

2.4 Award Dates.

Budget Period End Date: February 28, 2026

Period of Performance End Date: March 31, 2029

Estimated Closeout Date: **March 31, 2030**

2.5 Urban or Rural Designation. The USDOT hereby designates this to be an award to a project in a **rural** area.

2.6 Federal Award Identification Number. The USDOT identifies this award with the following federal award identification number:

693JF72040003

Article 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project’s Statement of Work. (See Attachment A for additional details).

The Paducah Project consists of riverfront improvements including an excursion pier and plaza, a transient dock landing, intersection improvements, and a multi-use pathway.

3.2 Project's Estimated Schedule.

<i>Milestone</i>	<i>Schedule Date</i>
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	June 30, 2023
Planned Construction Start Date:	October 1, 2023
Planned Construction Substantial Completion Date:	April 30, 2025

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	\$10,400,000
Local Funds (City of Paducah):	\$1,092,296
Total Eligible Project Cost:	\$11,492,296

Article 4 CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

<i>Milestone</i>	<i>Deadline Date</i>
Begin Construction	April 1, 2024
USDOT receives first reimbursement request	July 1, 2024
Construction substantially completed	October 30, 2025

Article 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: C13BAJNDEUC5

5.2 Recipient Contact(s).

Rick Murphy, P.E.
City Engineer

City of Paducah
PO Box 2267, Paducah, KY 42002-2267
270-444-8511
rmurphy@paducahky.gov

Melanie Townsend
Engineering Project Manager
City of Paducah
PO Box 2267, Paducah, KY 42002-2267
270-444-8583
mtownsend@paducahky.gov

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Wilbur Turner
Grants/Contracting Officer, Office of Acquisition
DOT Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-435
Mailstop 5
(202) 366-0700
Wilbur.turner@dot.gov

And

Kelly Mitchell-Carroll
Grants and Cooperative Agreements Officer, Office of Acquisition
DOT Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

And

David Bohnet
Grants Management Supervisor

DOT Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
W21-226
(202) 266-0586
David.Bohnet@dot.gov

Article 6

USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: iSupplier

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

Article 7

SPECIAL GRANT TERMS

7.1 Mitigation Measures.

The Recipient shall complete the mitigation activities described in [insert environmental documentation type], dated [insert date of environmental decision], and the “Programmatic Agreement among the U.S. Department of Transportation Maritime Administration, The U.S. Army Corps of Engineers, the Kentucky Heritage Council, the City of Paducah, Kentucky, and the Osage Nation regarding the construction of a Riverboat Excursion Pier and Plaza, a Riverfront Park, and a Mult-modal Pedestrian Corridor with intersection improvements in the City of Paducah, Kentucky,” dated July 21, 2022, including the terms and conditions contained in the required permits and authorizations for the project.

ATTACHMENT A STATEMENT OF WORK

This project will improve the accessibility and safety of the riverfront area for all transportation modes. This project will include the planning, design, and construction of a Riverboat Excursion Pier and Plaza, Transient Dock Landing, Four Intersection Improvements, and a Multi-Use Pathway.

Element 1: Excursion Pier and Plaza and Transient Dock Landing

This project will create a new excursion pier and plaza that will allow riverboats to dock and provide passengers an easier landing and improve approximately 0.5 miles of riverfront infrastructure. This excursion pier and plaza will create a new dock for riverboats and modify existing riverfront infrastructure to provide ADA compliant access to the riverfront. The Transient Dock Landing improvements will create a space to promote the use of the area including the installation of emergency call boxes, security cameras, and a broadband trunk to provide WI-FI to the riverfront users and passengers.

Element 2: Four Intersections Improvements and Multi-use Pathway

This project will improve four intersections and includes the addition of a multi-use pathway for pedestrians on the dry side of the wall. The four intersections improvements will include traffic signals¹, thermoplastic crosswalk, bus shelter with wayfinding, curb modifications, and intersection reconfiguration to improve safety. The multi-use pathway will rehabilitate approximately 0.6 miles of existing roads creating a safe space for cyclists and pedestrians and creating a greater separation of pedestrians from vehicle traffic.

¹ There is only one (1) traffic signal proposed for the intersection of N. 6th St and Park Ave.

ATTACHMENT B ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

The following tables supplement the budget information in section 3.3.

Non-BUILD Previously Incurred Costs

Local Funds:	\$1,000,000
Total:	\$1,000,000

BUILD Eligible Costs

BUILD Funds:	\$10,400,000
Local Funds (City of Paducah):	\$92,296
Total:	\$10,492,296

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$155,200	\$54,300	\$100,900
Land, structures, rights-of-way, appraisals, etc.	\$70,000		\$70,000
Architectural and engineering fees	\$1,132,200	\$945,700	\$186,500
Other architectural and engineering fees	\$242,100		\$242,100
Project inspection fees	\$510,000		\$510,000
Site work	\$908,500		\$908,500
Demolition and removal	\$480,000		\$480,000
Construction	\$7,744,296		\$7,744,296
Equipment	\$235,000		\$235,000
Miscellaneous	\$15,000		\$15,000
Project Total	\$11,492,296	\$1,000,000	\$10,492,296

ATTACHMENT C PERFORMANCE MEASUREMENT TABLE

Study Area: City of Paducah – Excursion Pier and Plaza and Transient Dock Landing and Four Intersections Improvements and Multi-use Pathway

Pre-project Measurement Date: October 1, 2022 – September 30, 2023

Pre-project Report Date: December 1, 2023

Project Outcomes Report Date: March 31, 2029

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Vessel calls	Number of vessels Vessel type calling to area defined in project study area	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-Construction Performance Measures: Accurate as of the first day of the quarter.	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years (12 consecutive quarters), beginning the first full quarter after the Construction Substantial Completion Date.
Auto Crash Rates by Type/Severity	Crashes or Crashes/100 MVMT Crash rates will be measured and reported as crashes per 100 million VMT and identified as fatal, injury, or property damage only (PDO)	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-Construction Performance Measures:	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years (12 consecutive quarters), beginning the first full quarter after the Construction Substantial Completion Date.

		Accurate as of the first day of the quarter.	
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ATTACHMENT D MATERIAL CHANGES FROM APPLICATION

Scope: Per the grant application, the Recipient’s original plan was to complete two components: the Riverport Container Transfer Yard and the Riverfront Commons. Per the decision memo, the grant was awarded for a reduced amount and to accommodate a reduced award, the Department concurred with the applicant’s proposal to eliminate the container transfer yard development from the project scope.

Schedule: The original construction schedule included in the Recipient’s grant application had the Riverfront Commons component starting on September 1, 2020, and reaching completion on July 30, 2022, for a duration of 23 months. The current project schedule now has a start date of October 1, 2023, and a completion date of April 30, 2025. The project schedule has shifted due to delays from the COVID-19 pandemic, additional time needed to complete the environmental permitting and pre-construction engineering and design, as well as the need to complete a Programmatic Agreement (PA). Additionally, the port will no longer be completing the Riverport container transfer yard, which was removed from the project scope. The project duration has been reduced from 23 months to 19 months.

Budget: Per the grant application, the City of Paducah requested \$15,311,500 to fund two components: the Riverport Container Transfer Yard and the Riverfront Commons. The federal award was reduced to \$10,400,000 and per the reduction in the award, the City of Paducah eliminated the container transfer yard development from the project scope. The City of Paducah’s contribution was reduced proportionally from \$1,500,000 to \$1,092,296. The City has incurred \$1,000,000 in previously incurred cost associated with pre-construction activities tied to Engineering fees and Administrative & Legal fees. The table below demonstrates the changes to the budget.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	\$16,811,500	100%	\$11,492,296	100%
Non-BUILD Previously Incurred Cost				
Federal Funds				
Non-Federal Funds			\$1,000,000	8.7%
Total Eligible Project Cost	\$16,811,500	100%	\$10,492,296	100%
BUILD Funds	\$15,311,500	91%	\$10,400,000	90.5%
Other Federal Funds				
Non-Federal Funds	\$1,500,000	9%	\$92,296	0.8%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included the project costs and documented in this Attachment E. See section 19.2(b).

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

PADUCAH, CITY OF

	By:	
Date		Signature of Recipient's Authorized Representative
		George Bray
		Name
		Mayor
		Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

Date

By:

Signature of Recipient's Authorized Representative

Name

Title

Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2022

Short Title: Approve Contract For Services with Paducah Junior College, Inc., for the Community Scholarship Program in the amount of \$100,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, Daron Jordan

Presentation By: Daron Jordan

Background Information: The FY2023 Budget was approved on June 14, 2022, by Ordinance No. 2022-06-8740. The budget included payment to Paducah Junior College, Inc., for continued support of the Community Scholarship Program , in the amount of \$100,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Junior College, Inc. for FY2023 services in the amount of \$100,000 payable by June 30, 2023.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401-580790

Staff Recommendation: Approve Contract with Paducah Junior College, Inc., in the amount of \$100,000 and authorize the Mayor to execute same.

Attachments:

1. MO - contract - Paducah Junior College FY23 (community scholarship)
2. Contract For Services - PJC

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$100,000
FOR THE COMMUNITY SCHOLARSHIP PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Paducah Junior College, Inc. in the amount of \$100,000 for the Community Scholarship
Program, which shall be payable no later than June 30, 2023. This contract shall expire June 30,
2023.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account
No. 24000401-580790.

SECTION 3. This Municipal Order shall be effective from and after the date of
its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 23, 2022

Recorded by Lindsay Parish, City Clerk, August 23, 2022

\\mo\ contract - Paducah Junior College FY23 (community scholarship)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2022, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.)**.

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2023.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS in a one-time amount no later than June 30, 2023. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: CHECK PRESENTATION – The City of Paducah and PJC, Inc. will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 6: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

GEORGE BRAY, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name

Lee Emmons
Lee Emmons

Title

PJC Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2022

Short Title: Authorize Budget Amendment for Fund Balance transfer for Vehicle Purchases - **C YARBER**

Category: Ordinance

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: In accordance with the adopted Fleet Plant Budget for FY2022, the listed vehicles were authorized to be purchased. Due to unavailability of the vehicles, the funds need to be transferred/moved to FY2023 due to the updated arrival times.

Transit Van for Police Department \$66,327.000 71000210 540050

Fire SSV for Fire Department \$46,755.00 71000210 540050

Knuckle Boom for Solid Waste \$155,793.00 50002209 540050

This Ordinance authorizes a budget amendment to transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles) and \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles) in order to purchase the fleet vehicle out of the FY23 budget.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Fleet Lease Vehicles
Solid Waste Vehicles

Account Number: 71000210 540050
50002209 540050

Staff Recommendation: Approve a budget amendment to transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles) and \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles) in order to purchase the fleet vehicle out of the FY23 budget.

Attachments:

1. ORD - budget amend FY2023 - Fleet

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah adopted the FY2022 Budget, which included the purchase of a transit van for the Police Department (\$66,327), a Fire SSV for the Fire Department (\$46,755) and a Knuckle Boom for Solid Waste (\$155,793); and

WHEREAS, due to unavailability of the vehicles, these funds need to be transferred to the FY2023 budget due to the updated arrival times; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2023 budget to include these expenditures.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriations in order to purchase said vehicles out of the FY2023 budget:

- Transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles).
- Transfer \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 9, 2022

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\finance\budget amend FY2023 – Fleet

Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2022

Short Title: Closure of an Alley north of George Street between S. 3rd Street and S. 4th Street, closure of an Alley south of Husband Street between S. 3rd Street and S. 4th Street and a portion of the east side of S 4th Street - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: Background Information: The following adjacent property owners have submitted an executed application requesting the closure of a 3,528.36 square foot alley north of George Street between S 3rd Street and S 4th Street, the closure of a 1,004 square foot alley south of Husband St between S 3rd Street and S 4th Street and the closure of 1,103.73 linear feet of the east side of S 4th Street:

- Joseph Watkins
- Randy Warmath

On August 1, 2022, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for these closures. All of the utility companies have agreed to this closure with all tracts remaining as public utility easements.

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: To adopt an ordinance authorizing the closing of a 3,528.36 square foot alley north of George Street between S 3rd Street and S 4th Street, the closing of a 1,004 square foot alley south of Husband St between S 3rd Street and S 4th Street and the closing of 1,103.73 linear feet of the east side of S 4th Street and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD alley closure – George Street, S. 3rd and S. 4th Streets
2. Alley- George - S 4th St_ Application
3. Alley - George - S 4th_plat
4. Planning Resolution 8-1-22

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF A 3,528.36 SQUARE FOOT ALLEY NORTH OF GEORGE STREET AND BETWEEN SOUTH 3RD STREET AND SOUTH 4TH STREET, THE CLOSURE OF A 1,004 SQUARE FOOT ALLEY SOUTH OF HUSBAND STREET BETWEEN SOUTH 3RD STREET AND SOUTH 4TH STREET AND THE CLOSURE OF A PORTION OF 1,103.73 LINEAR FEET OF THE WEST SIDE OF SOUTH 4TH STREET; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of a 3,528.36 square foot alley north of George Street and between South 3rd Street and South 4th Street, the closure of a 1,004 square foot alley south of Husband Street between South 3rd Street and South 4th Street and the closure of a portion of 1,103.73 linear feet of the west side of South 4th Street, as follows:

**10' ALLEY CLOSURE (Jackson Purchase 2 Way Radio, Inc.) –
LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the south side of Husband Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½” rebar and cap (found), being 33.00 ft. from the centerline of South 4th Street and 25.00 ft. from the centerline of Husband Street;

Thence with the south right-of-way of Husband Street, N64°58’00”E a distance of 168.31 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being in the centerline of said 10’ alley, said point also being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the south right-of-way of Husband Street, N64°58’00”E a distance of 5.04 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being the northwest corner of the Jackson Purchase 2-Way Radio, Inc. property (recorded in Deed Book 1181, Page 695);

Thence along the west property line of the above said Jackson Purchase 2-Way Radio, Inc. property, S24°59’18”E a distance of 100.00 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being the southwest corner of the above said Jackson Purchase 2-Way Radio, Inc. property;

Thence, S64°58'00"W a distance of 5.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set);

Thence along the centerline of said 10' alley, N25°00'39"W a distance of 100.00 ft. to the True Point of Beginning.

The above described Tract contains 502 square feet.

The above described Tract will remain as a public utility easement.

10' ALLEY CLOSURE (Xtek – Precision Machine) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the south side of Husband Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap (found), being 33.00 ft. from the centerline of South 4th Street and 25.00 ft. from the centerline of Husband Street;

Thence with the south right-of-way of Husband Street, N64°58'00"E a distance of 163.27 ft. to a point, said point being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the south right-of-way of Husband Street, N64°58'00"E a distance of 5.04 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being in the centerline of said 10' alley;

Thence along the centerline of said 10' alley, S25°00'39"E a distance of 100.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set);

Thence, S64°58'00"W a distance of 5.00 ft. to a point;

Thence, N25°01'59"W a distance of 100.00 ft. to the True Point of Beginning.

The above described Tract contains 502 square feet.

The above described Tract will remain as a public utility easement.

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 north side of George Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½” rebar and cap stamped “#3219” (found), being 33.00 ft. from the centerline of South 4th Street and 30.00 ft. from the centerline of George Street;

Thence with the north right-of-way of George Street, N64°10’08”E a distance of 147.83 ft. to a ½” rebar and cap stamped “#3219” (found), said point being the True Point of Beginning;

Thence from the True Point of Beginning, N25°02’04”W a distance of 149.95 ft. to a ½” rebar and cap stamped “#3219” (found);

Thence, N64°12’39”E a distance of 33.43 ft. to a ½” rebar and cap stamped “#3219” (found);

Thence, S25°03’41”E a distance of 49.00 ft. to a ½” rebar and cap stamped “#3219” (found);

Thence, S63°26’06”W a distance of 14.97 ft. to a ½” rebar (found);

Thence, S25°01’59”E a distance of 100.92 ft. to a ½” pipe (found), said point being in the north right-of-way of George Street;

Thence along the above said right-of-way of George Street, S64°44’26”W a distance of 18.48 ft. to the True Point of Beginning.

The above described Tract contains 3,508 square feet.

The above described Tract will remain as a public utility easement.

PARTIAL RIGHT-OF-WAY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the north side of George Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½” rebar and cap stamped “#3219” (found), being 33.00 ft. from the centerline of South 4th Street and 30.00 ft. from the centerline of George Street;

Thence with a new right-of-way line for South 4th Street and around a curve to the right, with a chord bearing of N70°00’04”W, a chord distance of 16.97 ft., and a radius of 12.00 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being 21.00 ft. from the centerline of South 4th Street;

Thence continuing along a new right-of-way line for South 4th Street, N25°00’04”W a distance of 1,079.73 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being 21.00 ft. from the centerline of South 4th Street;

Thence continuing along a new right-of-way line for South 4th Street and around a curve to the right, with a chord bearing of N19°59'56"E, a chord distance of 16.97 ft., and a radius of 12.00 ft. to a ½" rebar and cap stamped "#3219" (found);

Thence, S25°00'04"E a distance of 1,103.73 ft. to the Point of Beginning.

The above described Tract contains 13,183 square feet.

The above described Tract will remain as a public utility easement.

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. Joseph Watkins and Randy Warmath own 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 August, 2022, 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 alley and public way.

c. Joseph Watkins and Randy Warmath are the only property owners in or abutting the public way; and therefore, have 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, August 23, 2022
Adopted by the Board of Commissioners, _____, 2022
Recorded by Lindsay Parish, City Clerk, _____, 2022
Published by The Paducah Sun, _____, 2022
\ord\eng\st close\alley – George Street, S. 3rd and S. 4th Streets

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. 2022-____-_____, adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____, 2022.

City Clerk

EXHIBIT A



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

Date: 6-21-2022

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

Public Right-of-Way: 10' public alley (south of Husband Street), public alley (north of George Street), and partial of South 4th Street

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:

Joseph Watkins
Signature of Property Owner

Joseph Watkins
Property Owner's Name Printed

1201 South 3rd Street
Address
Paducah, Ky. 42003

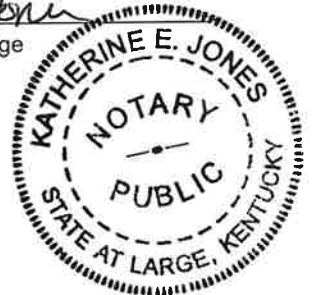
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 10 day of August, 2022
by Joseph Watkins

My Commission expires August 24, 2024

Katherine E. Jones
Notary Public, State at Large

SEAL



Randy Warmuth
Signature of Property Owner

Randy Warmuth, GP
YWK Properties, LLC
Property Owner's Name Printed

3632 Niblick Ln
Paducah, Ky 42001
Address

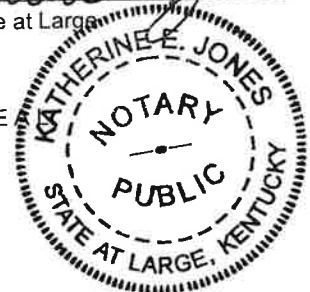
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 10 day of August, 2022
by Randy Warmuth

My Commission expires August 24, 2024

Katherine E. Jones
Notary Public, State at Large

SEAL



PROPERTY NOTES:

CLIENT:

XTEC - PRECISION MACHINE
1231 SOUTH 3rd STREET
PADUCAH, KENTUCKY 42003

OWNERS:

CITY OF PADUCAH, KENTUCKY
300 SOUTH 5TH STREET
PADUCAH, KENTUCKY 42003

SOURCE OF TITLE:

DEED BOOK 1356, PAGE 140

PLAT REFERENCES:

P.S. "L", PG. 305; P.S.
"L", PG. 575; P.S."M", PG.
1722

AREA SUMMARY:

TRACT 1: 13,183 SQ. FT. 0.303 ACRES	TRACT 2: 3,508 SQ. FT. 0.081 ACRES	TRACT 3: 502 SQ. FT. 0.012 ACRES	TRACT 4: 502 SQ. FT. 0.012 ACRES
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INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE AN ALLEY
AND PARTIAL RIGHT-OF-WAY CLOSURE &
ESTABLISH A PUBLIC UTILITY EASEMENT AS SHOWN.

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. 21145C0154F, EFFECTIVE
NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "M-1"
ZONE "M-1" = LIGHT INDUSTRY ZONE

MINIMUM YARD REQUIREMENTS:

1. PERMITTED USES HAVING A TOTAL FLOOR PLAN OF 10,000 S.F. OR
LESS:

FRONT: 25', EXCEPT FOR HIGHWAY STRIP USES WHICH IS 50'
SIDE: 10'
REAR: NONE, EXCEPT WHERE ABUTTED BY A RESIDENTIAL ZONE,
WHICH IS 25'
NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED
IN THE MINIMUM FRONT YARD
2. PERMITTED USES HAVING A TOTAL FLOOR PLAN AREA OF MORE
THAN 10,000 S.F.:

FRONT: 50'
SIDE: 25'
REAR: NONE, EXCEPT WHERE ABUTTED BY A RESIDENTIAL ZONE,
WHICH IS 25'

MINIMUM AREA REQUIREMENTS:

1. PERMITTED USES HAVING A TOTAL FLOOR PLAN AREA OF 4,000
S.F. OR LESS:

MINIMUM LOT AREA: 7,500 S.F.
MINIMUM LOT WIDTH: 50'
2. PERMITTED USES WITH A TOTAL FLOOR PLAN AREA OF MORE THAN
4,000 S.F.
MINIMUM LOT AREA: 15,000 S.F.
MINIMUM LOT WIDTH: 75'

MAXIMUM BUILDING HEIGHT: NONE

MAXIMUM LOT COVERAGE:

1. PRINCIPLE STRUCTURES: 50% OF GROSS LOT AREA
2. TOTAL COVERAGE BY PRINCIPLE STRUCTURES, ACCESSORY
STRUCTURES, AND OUTSIDE STORAGE: 70% OF GROSS LOT AREA

LEGEND

PROPERTY LINE
RIGHT-OF-WAY
ADJOINING PROPERTY LINE
EASEMENTS
ROADWAY CENTERLINE
FENCE
1/2" DIAMETER X 18" LONG REBAR & CAP
STAMPED "BFW KJW #3445" (SET)
BOUNDARY MARKER AS NOTED

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)

1 INCH = 60 FT

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY
SURVEY AND COMPLIES WITH 201 KAR 18:150, AND THAT THE
BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER
MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS
(TRIMBLE R12/R8 GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL
STATION). BEARINGS AND DISTANCES SHOWN HEREON ARE
COMPUTED USING GROUND COORDINATES. THE ACCURACY AND
PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF
AN "URBAN" SURVEY.
DATE OF SURVEY: SEPTEMBER 2, 2021

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.

MAYOR'S CERTIFICATE OF APPROVAL

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

MAYOR, CITY OF PADUCAH

DATE

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF
RECORDING

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

McCRACKEN COUNTY COURT

DEPUTY COURT CLERK

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 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: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

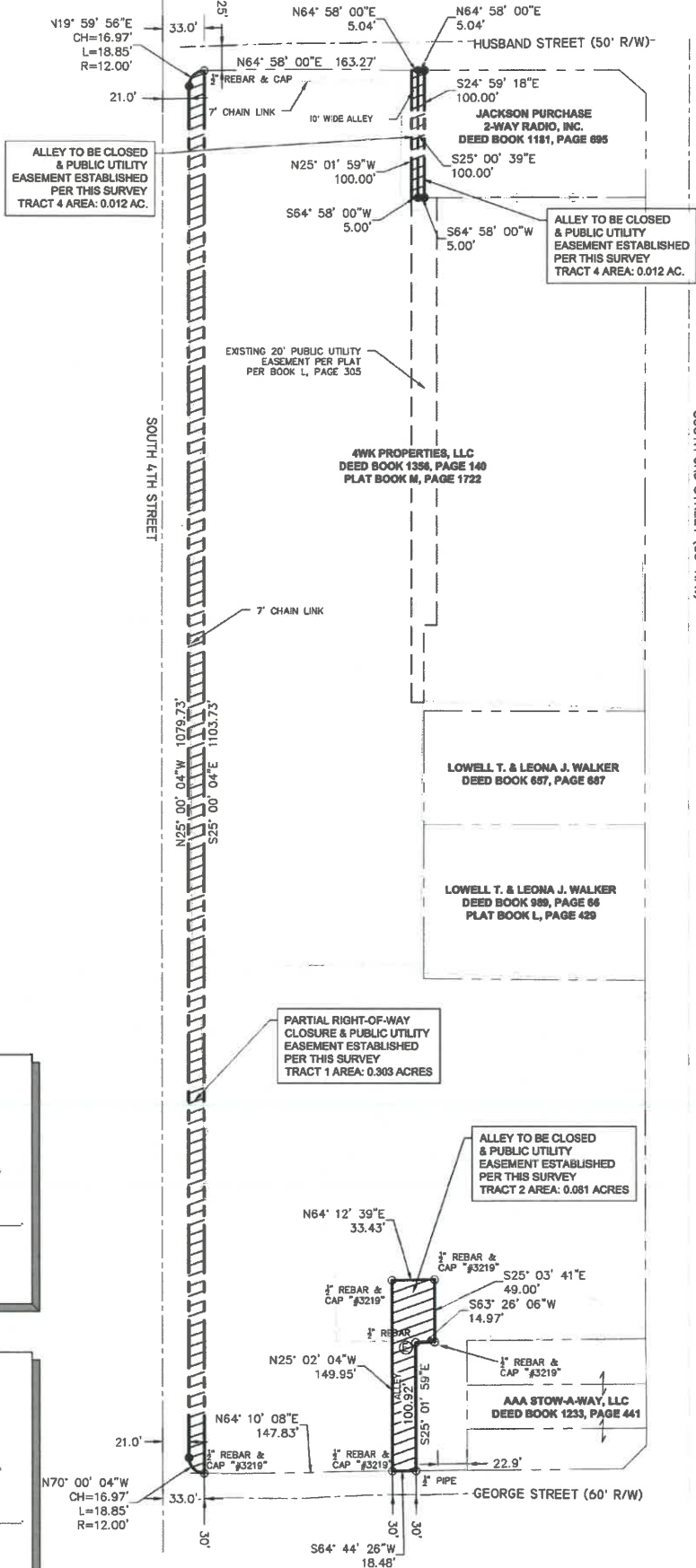
COUNTY OF _____

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
(SINGLE 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

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

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.



ALLEY CLOSURE & PARTIAL RIGHT-OF-WAY CLOSURE

PROPERTY OF 4WK PROPERTIES, LLC
PROPERTY OF JACKSON PURCHASE TWO WAY RADIO SERVICE, INC.
PADUCAH, McCRACKEN COUNTY, KENTUCKY

FOR XTEC - PRECISION MACHINE

SHEET

SV1.0

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF A 3,528.36 SQUARE FOOT ALLEY NORTH OF GEORGE STREET BETWEEN SOUTH 3RD STREET AND SOUTH 4TH STREET, THE CLOSURE OF A 1,004 SQUARE FOOT ALLEY SOUTH OF HUSBAND STREET BETWEEN SOUTH 3RD STREET AND SOUTH 4TH STREET AND THE CLOSURE OF A PORTION OF 1,103.73 LINEAR FEET OF THE WEST SIDE OF SOUTH 4TH STREET.

WHEREAS, a public hearing was held on August 1, 2022 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 a 3,528.36 square foot alley north of George Street between South 3rd Street & South 4th Street, the closure of a 1,004 square foot alley south of Husband Street between South 3rd Street & South 4th Street and the closure of a portion of 1,103.73 linear feet on the west side of South 4th Street.

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

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

10' ALLEY CLOSURE (Jackson Purchase 2 Way Radio, Inc.) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the south side of Husband Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½” rebar and cap (found), being 33.00 ft. from the centerline of South 4th Street and 25.00 ft. from the centerline of Husband Street;

Thence with the south right-of-way of Husband Street, N64°58’00”E a distance of 168.31 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being in the centerline of said 10’ alley, said point also being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the south right-of-way of Husband Street, N64°58’00”E a distance of 5.04 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being the northwest corner of the Jackson Purchase 2-Way Radio, Inc. property (recorded in Deed Book 1181, Page 695);

Thence along the west property line of the above said Jackson Purchase 2-Way Radio, Inc. property, S24°59’18”E a distance of 100.00 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set), said point being the southwest corner of the above said Jackson Purchase 2-Way Radio, Inc. property;

Thence, S64°58’00”W a distance of 5.00 ft. to a ½” rebar and cap stamped “BFW KJW #3445” (set);

Thence along the centerline of said 10’ alley, N25°00’39”W a distance of 100.00 ft. to the True Point of Beginning.

The above described Tract contains 502 square feet.

The above described Tract will remain as a public utility easement.

10' ALLEY CLOSURE (Xtek – PreciSlon Machine) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the south side of Husband Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap (found), being 33.00 ft. from the centerline of South 4th Street and 25.00 ft. from the centerline of Husband Street;

Thence with the south right-of-way of Husband Street, N64°58'00"E a distance of 163.27 ft. to a point, said point being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the south right-of-way of Husband Street, N64°58'00"E a distance of 5.04 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being in the centerline of said 10' alley;

Thence along the centerline of said 10' alley, S25°00'39"E a distance of 100.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set);

Thence, S64°58'00"W a distance of 5.00 ft. to a point;

Thence, N25°01'59"W a distance of 100.00 ft. to the True Point of Beginning.

The above described Tract contains 502 square feet.

The above described Tract will remain as a public utility easement.

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 north side of George Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "#3219" (found), being 33.00 ft. from the centerline of South 4th Street and 30.00 ft. from the centerline of George Street;

Thence with the north right-of-way of George Street, N64°10'08"E a distance of 147.83 ft. to a ½" rebar and cap stamped "#3219" (found), said point being the True Point of Beginning;

Thence from the True Point of Beginning, N25°02'04"W a distance of 149.95 ft. to a ½" rebar and cap stamped "#3219" (found);

Thence, N64°12'39"E a distance of 33.43 ft. to a ½" rebar and cap stamped "#3219" (found);

Thence, S25°03'41"E a distance of 49.00 ft. to a ½" rebar and cap stamped "#3219" (found);

Thence, S63°26'06"W a distance of 14.97 ft. to a ½" rebar (found);

Thence, S25°01'59"E a distance of 100.92 ft. to a ½" pipe (found), said point being in the north right-of-way of George Street;

Thence along the above said right-of-way of George Street, S64°44'26"W a distance of 18.48 ft. to the True Point of Beginning.

The above described Tract contains 3,508 square feet.

The above described Tract will remain as a public utility easement.

PARTIAL RIGHT-OF-WAY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the north side of George Street and west of South 3rd Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "#3219" (found), being 33.00 ft. from the centerline of South 4th Street and 30.00 ft. from the centerline of George Street;

Thence with a new right-of-way line for South 4th Street and around a curve to the right, with a chord bearing of N70°00'04"W, a chord distance of 16.97 ft., and a radius of 12.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being 21.00 ft. from the centerline of South 4th Street;

Thence continuing along a new right-of-way line for South 4th Street, N25°00'04"W a distance of 1,079.73 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being 21.00 ft. from the centerline of South 4th Street;

Thence continuing along a new right-of-way line for South 4th Street and around a curve to the right, with a chord bearing of N19°59'56"E, a chord distance of 16.97 ft., and a radius of 12.00 ft. to a ½" rebar and cap stamped "#3219" (found);

Thence, S25°00'04"E a distance of 1,103.73 ft. to the Point of Beginning.

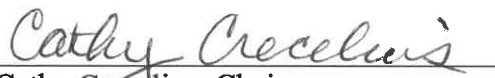
The above described Tract contains 13,183 square feet.

The above described Tract will remain as a public utility easement.

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 these Right-of-Ways shall be forwarded to the Board of Commissioners with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on August 1, 2022

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN INTERLOCAL COOPERATION AGREEMENT AMONG THE COUNTY OF McCRACKEN, KENTUCKY, THE CITY OF PADUCAH, KENTUCKY, AND THE McCRACKEN COUNTY SPORTS TOURISM COMMISSION FOR THE DEVELOPMENT AND OPERATION OF THE PADUCAH-McCRACKEN COUNTY ATHLETIC COMPLEX, AND AUTHORIZING THE MAYOR OF THE CITY OF PADUCAH TO EXECUTE AND DELIVER SAID AGREEMENT AND ALL LEGAL DOCUMENTS RELATED THERETO, AND TO TAKE ALL SUCH FURTHER ACTIONS ON BEHALF OF THE CITY DEEMED REASONABLE AND NECESSARY IN ORDER TO CARRY OUT THE TERMS AND CONDITIONS OF SAID AGREEMENT.

WHEREAS, in that certain Memorandum of Understanding dated August 9, 2021, among McCracken County, Kentucky (“County”), the City of Paducah, Kentucky (“City”), and the McCracken County Sports Tourism Commission (“Sports Commission”) [together the “Parties”], the Parties committed to finance and develop a premier athletic complex of the type generally described as the “Full Build Out” in the Master Plan Report of the McCracken County Sports Tourism Commission dated February 5, 2021; and

WHEREAS, City desires to realize the economic benefits and quality of life enhancements that are expected to result from the development of a high-quality athletic complex that draws visitors to Paducah and McCracken County for sports tournaments and athletic events while also meeting critical sports and recreational needs of local residents (the “Project”); and

WHEREAS, pursuant to Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended, (the “Interlocal Act”), the Parties may join together to achieve the foregoing objectives by cooperatively developing, financing, constructing, and operating the Project; and

WHEREAS, the Parties have negotiated and agreed to the terms and conditions of an agreement pursuant to the Interlocal Act styled “Interlocal Cooperation Agreement for the Development and Operation of the Paducah-McCracken County Athletic Complex” (the “Interlocal Cooperation Agreement”) which establishes and memorializes the respective rights and obligations of the Parties in connection with the development, financing, construction and operation of the Project; and

WHEREAS, the Interlocal Cooperation Agreement has been reviewed and approved by legal counsel for each of the Parties and submitted for review of the governing bodies of each of the Parties; and

WHEREAS, having reviewed, analyzed, and discussed the Interlocal Cooperation Agreement, and having obtained the input and advice concerning the same from certain

City officers and employees, the Board of Commissioners of the City now desires to approve the same and formally authorize the City's Mayor to execute the Interlocal Cooperation Agreement on behalf of the City in a formal action;

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF McCRACKEN, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. Authorization of Interlocal Cooperation Agreement. The City hereby approves the Interlocal Cooperation Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof. It is hereby found and determined that the Interlocal Cooperation Act furthers the public purposes of the City and that it is in the best interest of the citizens, residents and inhabitants of the City that the City enter into the Interlocal Cooperation Agreement for the purposes therein specified. The execution and delivery of the Interlocal Cooperation Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to take all reasonable and necessary actions to carry out the purposes of this Ordinance and to execute the Interlocal Cooperation Agreement, together with such other agreements, instruments or certifications, including the Ground Lease in substantially the same form as the Ground Lease attached as Exhibit "B" to the Interlocal Cooperation Agreement, which may be reasonable and necessary to accomplish the development, financing, construction, and operation of the Project, together with such changes to the Interlocal Cooperation Agreement as may be approved by the Mayor on behalf of the City, and as are not inconsistent with this Ordinance or substantially adverse to the City. The approval of such changes by the Mayor, and that such changes are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Cooperation Agreement by the Mayor.

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

Section 3. Ratification of Prior Actions. All acts taken pursuant to the authority granted in this Ordinance but prior to its effective date, if any, are hereby ratified and confirmed.

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

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

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

CITY OF PADUCAH, KENTUCKY

By: _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners on _____

Adopted by the Board of Commissioners on _____

Recorded by Lindsay Parish, City Clerk on _____

Published by *The Paducah Sun* on _____