



**CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 27, 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

ADDITIONS/DELETIONS

PRESENTATION Robert Cherry Civic Center Update - Jeff Canter, PFGW, Inc.

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 September 7 & 13, 2022
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve Paducah Water's Acceptance of the Cleaner Water Program Grant Award & the Grant Assistance Agreement with the Kentucky Infrastructure Authority - J. PETERSEN
	E.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Hendron Fire Department - C. YARBER
	F.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the West McCracken Fire District - C. YARBER
	G.	Approve the Application for and Acceptance of a KLC Liability Grant in the amount of \$3,000. - S. WILCOX
	H.	Approve the Bid from C.I.R.CO. in the amount of \$53,890 for renovations to the Hotel Metropolitan Purple Room - N. HUTCHISON

	II.	<u>MUNICIPAL ORDERS</u>	
		A.	Authorize the Acceptance of a FEMA Port Security Grant in the Amount of \$34,577 - B. LAIRD
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Setting Tax Levies: Ad Valorem Properties -- FY2023 - J. PERKINS
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve the closing of a 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive - R. MURPHY
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

September 7, 2022

At a Called Meeting of the Paducah Board of Commissioners jointly with the McCracken County Fiscal Court and the McCracken County Sports Tourism Commission held on Wednesday, September 7, 2022, at 3:00 p.m., at the Paducah-McCracken County Convention and Expo Center, located at 415 Park Street, Paducah, Kentucky, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson, Mayor Bray (5).

INVOCATION

Commissioner Henderson led the invocation.

PLEDGE OF ALLEGIANCE

McCracken County Judge Executive Craig Clymer led the pledge.

COMMENTS

The McCracken County Fiscal Court, Paducah City Commission and McCracken County Sports Tourism Commission made comments related to the Paducah-McCracken County Athletic Complex.

Communications Manager Pam Spencer provided the following project overview:

“It will take approximately 24 months to design and construct the facility which will be built off Park Avenue at the former Bluegrass Downs horse track complex and Stuart Nelson Park. The project includes a revitalization of the former track grandstand, six full-size soccer fields, softball fields, six baseball diamonds, and many other amenities including the rehabilitation of Stuart Nelson Park Road. The project also will honor the legacy and achievements of Dr. William Stuart Nelson.”

ORDINANCE ADOPTION

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY; THE COUNTY OF McCRACKEN, KENTUCKY; AND THE SPORTS TOURISM COMMISSIONER – PADUCAH-McCRACKEN COUNTY ATHLETIC COMPLEX

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “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.” This Ordinance is summarized as follows: That the City of Paducah does hereby approve an Interlocal Cooperation among the

September 7, 2022

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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-09-8747; BK 36)**

ADJOURN

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

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

TIME ADJOURNED: Approximately 3:46 pm.

ADOPTED: September 27, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

September 13, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, September 13, 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 Gault led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATIONS

- The Mayor presented Michelle Batchner and members of the Daughters of the American Revolution (DAR) with a Proclamation proclaiming September 17-23, 2022, Constitution Week.
- The Mayor proclaimed September “City Government Month.”

PRESENTATIONS

Communications Manager Pam Spencer provided the following summary:

- **2022 Job Fair**
“Business Services Liaison Mary Anne Medlock with the West Kentucky Workforce Board updated the Commission on the success of the August 23 West Kentucky Regional Job Fair. The City of Paducah was one of the Fair’s sponsors and participants. Medlock said this was the largest fair she has coordinated regarding the number of participating employers. Approximately 400 job seekers attended the Fair that had 106 employers and service agencies represented. Of the employers, 90 percent said that the Fair helped them network with potential employees. Plus, 38 percent of the employers conducted interviews that day.”
- **City Block Project Update**
“Weyland Ventures CEO Mariah Gratz updated the Paducah Board of Commissioners on the City Block project and showed the latest site plan and concept images. The project is bounded by Broadway, Water Street, North 2nd, and Jefferson Street. The first phase for this transformative project for downtown Paducah involves the construction of an 81-room boutique hotel along Jefferson Street and public parking, greenspace, and facility improvements in the center of the block. The hotel will include two restaurants and retail space on the first floor with a rooftop bar. Weyland is in conversations with local restaurateurs. A future 70-unit residential unit which includes some retail space is planned for the side of the block along Broadway. Weyland’s goal is to minimize holiday shopping disruption for downtown and plans to break ground on the construction in January. Hotel construction will take approximately 14 months with an opening expected in spring 2024.”

September 13, 2022

PUBLIC HEARING - FY2023 Property Tax Levy

Communications Manager Pam Spencer provided the following summary:

“The Paducah Board of Commissioners introduced an ordinance setting the real estate and personal property tax rates for fiscal year 2023. A property tax levy public hearing was held prior to the ordinance introduction. The City’s real estate tax levy is proposed to be 26.5 cents per \$100 assessed value, slightly LESS than last year’s rate of 27.1 cents. The City’s Compensating Rate, the rate that would keep the revenue at the same amount as last year, is 25.5 cents per \$100 assessed value. Kentucky Revised Statutes (KRS) permits a city to adjust the rate upward by not more than 4 percent of the compensating rate. Since the City’s proposed tax levy of 26.5 cents is 4 percent greater than the compensating rate, a public hearing was required.”

No public comments were made. The second reading of this Ordinance will be held September 27, 2022.

MAYOR’S REMARKS

Mayor Bray expressed his sympathy to the family of former City and County Commissioner Zana Renfro, who recently passed away. Mayor Bray called Renfro “a true local patriot” for her service to the community. Renfro served as City Commissioner in the 1990s.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Item I(F) was removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for August 23, 2022, Paducah Board of Commissioners Meeting
I(B)	Receive & File Documents: <u>Minute File:</u> 1. Petition To Move Trash Pickup Back to the alleyway – Glendale Neighborhood <u>Deed File:</u> 1. Commissioner’s Deed – 905 South 26th Street 2. Commissioner’s Deed – 723 South 4th Street <u>Contract File:</u> 1. Contract with Municode – CivicPlus – Legal Review of Code of Ordinances - \$9,900 – signed by City Manager Daron Jordan 2. Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council– H-GAC – MO #2499 3. McCracken County Area Solid Waste Plan 2023-2027 – MO #2613 4. Contract For Services – Sprocket Inc. \$75,000 – MO #2620 5. Contract For Services – Paducah Transit Authority \$215,000 – MO #2621

September 13, 2022

	6. Memorandum of Understanding For Incentives – Jacqueline Ann Bell – 3520 Olivet Church Road – MO #2623 7. Agreement to Purchase one Front Loader Refuse Truck – Stringfellow \$316,469 – MO #2627 8. Agreement to Purchase one Side Arm Refuse Truck – Stringfellow \$341,338 – MO #2628 9. Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Workers’ Compensation Trust – MO #2630 10. Trust Participation Agreement – League of Cities Insurance Services – General Insurance Trust – MO #2631 11. Contract For Services – Paducah Junior College, Inc. – Community Scholarship Program in the amount of \$100,000 – MO #2633 <u>Financials File:</u> 1. Paducah Water Works – Month ended July 31, 2022 2. West Kentucky Community & Technical College – 2021-2022 Television Department Annual Report <u>Bids File:</u> 1. Sealed Bid – 1404 Madison Street – MO #2624 2. Front Loader Refuse Truck a. McBride Mack b. Stringfellow – Chosen Bid MO #2627 3. Side Arm Refuse Truck 4. McBride Mack 5. Stringfellow – Chosen Bid MO #2628
I(C)	Reappointment of Jeff Holland to the Paducah-McCracken County Riverport Authority Board. Said term shall expire September 26, 2026
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2023 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT’S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS (MO #2634; BK 12)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A SAFE STREETS AND ROADS FOR ALL GRANT IN THE AMOUNT OF \$17 MILLION THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION TO IMPROVE ROADWAY SAFETY THROUGH SAFETY ACTION PLAN DEVELOPMENT IN THE REDESIGN OF THE BUCKNER LANE/BROADWAY STREET AND LONE OAK ROAD/LABELLE AVENUE INTERSECTION WITH IMPROVEMENTS TO 32ND STREET AND BUCKNER LANE TO BETTER ACCOMMODATE TRAFFIC FLOW <i>Removed for separate discussion</i>

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I(G)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1223 SALEM AVENUE TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF GUY AND VANESSA JONES IN THE AMOUNT OF TWO HUNDRED FIFTY DOLLARS (\$250) FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #2636; BK 12)
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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).

BOARD APPOINTMENTS

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners approve the action of Mayor Bray in the appointment of Brian Shemwell, Jessica Rumsey, Whitney Ravellette Wallace and Craig Newbern to the Paducah Main Street Board. Said terms shall expire on June 10, 2026, August 22, 2025 , and November 10, 2024, respectively.

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

MUNICIPAL ORDERS

APPLICATION FOR A US DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL GRANT.

Mayor Bray allowed public comment before roll call on this Municipal Order. Donald Shively, Superintendent of Paducah Public Schools, and Edward Musselman, local entrepreneur who developed the Coke Plant, spoke regarding the project. Mr. Shively expressed the School Board's support to make the area safer. Mr. Musselman expressed his desire to ensure that the integrity of the historic nature of that area be considered in the planning of the relocation of the Intersection.

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A SAFE STREETS AND ROADS FOR ALL GRANT IN THE AMOUNT OF \$17 MILLION THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION TO IMPROVE ROADWAY SAFETY THROUGH SAFETY ACTION PLAN DEVELOPMENT IN THE REDESIGN OF THE BUCKNER LANE/BROADWAY STREET AND LONE OAK ROAD/LABELLE AVENUE INTERSECTION WITH IMPROVEMENTS TO 32ND STREET AND BUCKNER LANE TO BETTER ACCOMMODATE TRAFFIC FLOW

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO # 2635; BK 12)

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APPROVE ACCEPTANCE OF FEMA ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$237,272

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT (AFG) IN AN AMOUNT OF \$237,272.73 TO FUND BAILOUT KITS FOR THE CITY'S FIREFIGHTERS AND EXHAUST SYSTEMS FOR EACH OF THE FIVE FIRE STATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2637, BK 12)**

DECLARATION AND TRANSFER OF PROPERTY AT 420 SOUTH 13TH STREET

Commissioner Gault, offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, DECLARING THE REAL PROPERTY LOCATED AT 420 SOUTH 13TH STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, AUTHORIZING THE TRANSFER OF SAID REAL PROPERTY TO THE PADUCAH PUBLIC SCHOOLS BOARD OF EDUCATION AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2638, BK 12)**

AUTHORIZE AND DIRECT CITY MANAGER TO INITIATE AN RFP FOR CONSULTING SERVICES RELATED TO A JOINT AGENCY COMPREHENSIVE PLAN WITH McCRACKEN COUNTY

Commissioner Guess, offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR CONSULTING SERVICES RELATED TO A JOINT AGENCY COMPREHENSIVE PLAN WITH McCRACKEN COUNTY."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2639, BK 12)**

APPROVE A MEMORANDUM OF UNDERSTANDING WITH VIWINTech WINDOW & DOOR, INC., FOR AN ECONOMIC DEVELOPMENT INCENTIVE NOT TO EXCEED \$172,000

Commissioner Henderson, offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH VIWINTech WINDOW & DOOR, INC. FOR A PADUCAH ECONOMIC INCENTIVE PAYMENT IN AN AMOUNT NOT

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TO EXCEED \$172,000 WITH CERTAIN CONDITIONS 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 #2640, BK 12)

ORDINANCE ADOPTION

CLOSURE OF AN ALLEY – GEORGE STREET, SOUTH 3RD STREE AND SOUTH 4TH STREET

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF 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. This Ordinance is summarized as follows: 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; and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2022-09-8748; BK 36)

ORDINANCE INTRODUCTION

SETTING TAX LEVIES: AD VALOREM PROPERTIES – FY 2023

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, ““AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2022 THROUGH JUNE 30, 2023, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.”

PURPOSE

RATE PER \$100

GENERAL FUND OF THE CITY:

Real Property	\$0.265
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390

September 13, 2022

SCHOOL PURPOSES:

PADUCAH JUNIOR COLLEGE

Real Estate	\$0.015
Personal Property (except inventory)	\$0.015
Motor Vehicles and watercraft	\$0.031

The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Property	\$0.846
Personal Property (including inventory)	\$0.864

Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than One Thousand Five Hundred Dollars (\$1,500.00), the payment shall be due on November 1, 2022, and shall be payable without penalty and interest until November 30, 2022.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2022, and shall be payable without penalty and interest until November 30, 2022.
 - (b) The second half payment shall be due on February 1, 2023, and shall be payable without penalty and interest until February 28, 2023.

DISCUSSION

Quarterly Grants Update

Communications Manager Pam Spencer provided the following summary:

“City of Paducah Grants Administrator Hope Reasons provided an update of the current grant applications. During the fourth quarter of Fiscal Year 2022, which was April through June, eight grant applications were submitted requesting more than \$1,060,000. During that same time, six grants were awarded totaling \$575,500. Looking at the past year, the City has requested nearly \$2 million in grant funding with nearly \$900,000 awarded so far. Grants that the City has received and are in the administration stage total nearly \$18 million which include the BUILD and ARPA grants.”

Comments From Commission

Commissioner Gault updated the Commission on the 911 Oversight Committee Meeting and the fact that a draft RFP has been received and distributed to Committee Members. Unless there is an objection by a Commissioner, the RFP will not be distributed to members of the Paducah City Commission. No member of the City Commission objected.

September 13, 2022

EXECUTIVE SESSION

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

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

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

TIME ADJOURNED: 7:23 p.m.

ADOPTED: September 27, 2022.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

September 27, 2022

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Joint Meeting for the Board of Commissioners of the City of Paducah, McCracken Fiscal Court, and McCracken County Sports Tourism Commission – September 7, 2022

Contract File:

1. Entertainment Destination Center Agreement – Dossey Vineyards, LLC
2. Contract For Services – Rightway Janitorial Services, LLC Signed by Daron Jordan CM
- 3.

Bids File:

Custodial Services – City Park Restroom Facilities - Parks Department

1. Atlas Cube
2. Rightway Janitorial Services, LLC (*Accepted Bid)

CITY OF PADUCAH
September 27, 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

9/22/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 27, 2022**

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)

<u>PARKS & RECREATION</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>
Atkins, Rebecca S.	Recreation Leader - Athletics \$11.20/hr	Recreation Leader - Athletics \$12.00/hr	NCS	Non-Ex	September 16, 2022
McCauley, Zachary S.	Recreation Leader - Athletics \$11.00/hr	Recreation Leader - Athletics \$12.00/hr	NCS	Non-Ex	September 16, 2022
McConnell, Randy	Recreation Leader - Athletics \$11.00/hr	Recreation Leader - Athletics \$12.00/hr	NCS	Non-Ex	September 16, 2022
Tyler, LaQuenta D.	Recreation Leader - Athletics \$11.20/hr	Recreation Leader - Athletics \$12.00/hr	NCS	Non-Ex	September 16, 2022
Tyler, Robert L.	Recreation Leader - Athletics \$11.36/hr	Recreation Leader - Athletics \$12.00/hr	NCS	Non-Ex	September 16, 2022

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

<u>FINANCE</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>
Kyle, Audra	Controller \$49.19/hr	Controller \$50.67/hr	NCS	Ex	September 22, 2022
<u>PUBLIC WORKS</u>	<u>AND BASE RATE OF PAY</u>	<u>AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hayes, Christopher L.	Janitor / Collector \$19.48/hr	Maintenance Technician \$21.19/hr	NCS	Non-Ex	September 22, 2022

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Brewer, Adeline Grace	Pool Attendant	Seasonal	September 8, 2022
Bufford, Wendy D.	Sports Official	Seasonal	September 8, 2022
Chesleigh, Pugh H.	Lifeguard	Seasonal	September 8, 2022
Durfee, Weslyn F.	Lifeguard	Seasonal	September 8, 2022
Gaines, Elijah K.	Pool Attendant	Seasonal	September 8, 2022
Green, Noah	Lifeguard	Seasonal	September 8, 2022
Grogan, Jeremiah P.	Lifeguard	Seasonal	September 8, 2022
Haley, Madisyn G.	Lifeguard	Seasonal	September 8, 2022
Harned, Halle K.	Lifeguard	Seasonal	September 8, 2022
Henson, Jared W.	Recreation Leader	Seasonal	September 8, 2022
Johnson, Stephanie A.	Recreation Leader - Class Instructor	Resignation	September 8, 2022
Joyce, Caleb	Lifeguard	Seasonal	September 8, 2022
Katz, Andrew E.	Recreation Leader	Seasonal	September 8, 2022
Kirks, Kennedy M.	Pool Manager	Seasonal	September 8, 2022
Lindsey, Emma S.	Pool Attendant	Seasonal	September 8, 2022
Meadows, Elise	Pool Attendant	Seasonal	September 8, 2022
Mulcahy, Jack W.	Pool Attendant	Seasonal	September 8, 2022
Nichols, Liliauna	Lifeguard	Seasonal	September 8, 2022
Orr, Chance D.	Parks Maintenance - Laborer	Seasonal	September 8, 2022
Orr, Jervon D.	Parks Maintenance - Laborer	Seasonal	September 8, 2022
Raber, Kadie B.	Pool Attendant	Seasonal	September 8, 2022
Romero, Gloria F.	Recreation Leader	Seasonal	September 8, 2022
Skinner, Riley	Recreation Leader	Seasonal	September 8, 2022
Stivers, Afewerk	Lifeguard	Seasonal	September 8, 2022
Thompson, Savana N.	Lifeguard	Seasonal	September 8, 2022
Youngblood, Curt J.	Sports Official	Seasonal	September 8, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Uhlry, Matthew A.	Firefighter Recruit	Termination	September 17, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Approve Paducah Water's Acceptance of the Cleaner Water Program Grant Award & the Grant Assistance Agreement with the Kentucky Infrastructure Authority - **J. PETERSEN**

Category: Municipal Order

Staff Work By: Jason Petersen , Daron Jordan

Presentation By: Jason Petersen

Background Information: Paducah Water has received a grant award for \$1.2 million from the Kentucky Infrastructure Authority (the “Authority”) under the Cleaner Water Program. The funding will be used by Paducah Water to replace the existing waterlines along Jefferson and Broadway from 17th to the approximately 32nd street.

In order to obtain the grant from the Cleaner Water Program, Paducah Water is required to enter into a grant assistance agreement. Paducah Water is now requesting approval of the Grant Assistance Agreement and authorization for the execution of the agreement and supporting documents by Jason Petersen, as General Manager of Paducah Water. Further, that Jason Petersen be designated as the “Authorized Official” under the agreement.

Paducah Water has allocated local capital funds to cover any construction cost in excess of the grant funds. .

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

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. MO - pww Cleaner Water Program Grant 2022 Acceptance
2. CWP_GrantAssistanceAgreement_21CWW123_blank

241215

MUNICIPAL ORDER NO. 2022-_____

**A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE
BOARD OF COMMISSIONERS OF THE PADUCAH WATER
WORKS TO ACCEPT THE CLEANER WATER PROGRAM
GRANT AWARD AND THE GRANT ASSISTANCE
AGREEMENT WITH THE KENTUCKY INFRASTRUCTURE
AUTHORITY**

WHEREAS, the Board of Commissioners of Paducah Water Works (hereinafter the “Grantee”) is a political subdivision of the Commonwealth of Kentucky and an agency of the City of Paducah, Kentucky (the “City”) duly established and empowered pursuant to KRS 96.320 to manage on behalf of the City the municipal water system of the City of Paducah; and

WHEREAS, Paducah Water is authorized to establish, erect, construct, acquire, own, maintain, replace, and operate the municipal water system, together with extensions and necessary appurtenances thereto, within or outside the corporate limits of the City; and

WHEREAS, Paducah Water has determined that for purposes of continuing to provide an adequate and reliable drinking water supply to its customers in the City of Paducah and McCracken County, Kentucky, it is necessary to upgrade its system by the completion of the Midtown Area Water Main Replacement Project (hereinafter the “Project”); and

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee’s utility system; and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the “Authority”) for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the “Agreement”) with the Authority.

WHEREAS, in order for the Grantee to complete the Project and obtain grant award, the Kentucky Infrastructure Authority has asked the City of Paducah, because many of the assets used and owned by the Grantee are titled in the name of the City of Paducah, to approve the Project and the Grantee’s acceptance of the grant award and the Agreement, which were approved by the Board of Commissioners of Paducah Water Works at its August 31, 2022 meeting, a copy is attached hereto as Exhibit A; and

WHEREAS, it is beneficial for the City of Paducah for the Grantee to complete the

Project.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

SECTION 1. The City of Paducah hereby approves of the Midtown Area Water Main Replacement Project.

SECTION 2. The City approves the Grantee's acceptance of the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 3. That Jason Petersen, the Grantee's General Manager, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 4. The City approves the Grantee's agreement and commitments to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 5. That this Order shall be in full force and effect on and after the date approved by the Board of Commissioners of the City of Paducah, Kentucky.

ADOPTED on _____, 2022.

GEORGE BRAY, MAYOR

ATTEST:

City Clerk, Lindsay Parish

Adopted by the Board of Commissioners, _____, 2022

Recorded by City Clerk, _____, 2022
MO\pww Cleaner Water Program Grant 2022 Acceptance
Created by L. Emmons – Denton Law

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of , and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said City of Paducah at a meeting duly held on _____, 2022; and that this official action appears as a matter of public record in the official records or journal of the City of Paducah; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 2022.

Lindsay Parish, City Clerk

EXHIBIT A

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS**

SEE ATTACHMENT

RESOLUTION**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PADUCAH WATER WORKS ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE BOARD OF COMMISSIONER'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS IN CONNECTION WITH THE MIDTOWN AREA WATER MAIN REPLACEMENT PROJECT**

The following resolution was adopted by the Board of Commissioners of Paducah Water Works at its regularly scheduled meeting located at the offices of the Paducah Water on the 31st day of August, 2022, at which meeting a quorum of the members of the Board was present:

WHEREAS, the Board of Commissioners of Paducah Water Works (hereinafter the "Grantee") is a political subdivision of the Commonwealth of Kentucky and an agency of the City of Paducah, Kentucky (the "City") duly established and empowered pursuant to KRS 96.320 to manage on behalf of the City the municipal water system of the City of Paducah; and

WHEREAS, Paducah Water is authorized to establish, erect, construct, acquire, own, maintain, replace and operate the municipal water system, together with extensions and necessary appurtenances thereto, within or outside the corporate limits of the City; and

WHEREAS, Paducah Water has determined that for purposes of continuing to provide an adequate and reliable drinking water supply to its customers in the City of Paducah and McCracken County, Kentucky, it is necessary to upgrade its system by through the completion of the Midtown Area Water Main Replacement Project (hereinafter the "Project"); and

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system; and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Board of Commissioners of the Paducah Water Works as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Jason Petersen, Grantee's General Manager, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That it is hereby requested that the Board of Commissioners of the City of Paducah adopt a municipal order approving the Project and ratifying and affirming any and all actions of the Grantee as set forth in this Resolution and under the Agreement.

SECTION 5. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on August 31, 2022.

**BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS**

By W. Edward Barker
W. Edward Barker, Chair

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on August 31, 2022; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

gth IN TESTIMONY WHEREOF, witness my signature, below, on August
2022.

[Signature]
Secretary

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Paducah Water Works (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the “KRS”).

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with Chapter 45A of the KRS, as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWW123 in the principal amount of \$1,201,272 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee’s Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

- A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.
- B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

- B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.
- C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.
- D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.
- E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.
- G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.
- H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.
- I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

- J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.
- K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:
1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.
 2. Single Audit Requirements. Grantees that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.
- B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.
- B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

- C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be “Events of Default” under this Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.
- B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.
- C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.
- D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- B. Terminate any remaining grant payments to the Grantee.
- C. Exercise all the rights and remedies of the Authority set forth in the Act.
- D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.
- E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

- A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.
- B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.
- F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.
- H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

**KENTUCKY INFRASTRUCTURE
AUTHORITY**

By: _____
Sandy Williams, Executive Director

Date: _____

PADUCAH WATER WORKS

By: _____
Authorized Official

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: _____
LEGAL COUNSEL TO THE KENTUCKY
INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

- Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

- Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

- Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.
- Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.
- Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Hendron Fire Department - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On September 8, 2022, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the Hendron Fire Department.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - agree-fleet maintenance services – Hendron Fire Department
2. Agreement - Hendron Fire Dept
3. Service Rate

MUNICIPAL ORDER NO. _____

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

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

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

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

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

Shop Hourly Labor Rate

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 27, 2022
Recorded by Lindsay Parish, City Clerk, September 27, 2022
mo/agree-fleet maintenance services – Hendron Fire Department

EXHIBIT A

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

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

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is _____.

10. INSURANCE. Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. INDEMNIFICATION. Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CUSTOMER

CITY OF PADUCAH

By: _____
Title: Mayor
Date: _____

246362

By: _____
Title: _____
Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the West McCracken Fire District - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On September 2, 2022, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the West McCracken Fire Department.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - agree-fleet maintenance services – West McCracken Fire District
2. West McCracken Fire Dept - Service Agreement
3. Service Agreement Labor Rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE WEST McCracken Fire District, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

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

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

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

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

Shop Hourly Labor Rate

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 27, 2022
Recorded by Lindsay Parish, City Clerk, September 27, 2022
mo/agree-fleet maintenance services – West McCracken Fire District

EXHIBIT A

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

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

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is _____.

10. INSURANCE. Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. INDEMNIFICATION. Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CUSTOMER

CITY OF PADUCAH

By: _____
Title: Mayor
Date: _____

246362

By: _____
Title: _____
Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Approve the Application for and Acceptance of a KLC Liability Grant in the amount of \$3,000. -
S. WILCOX

Category: Municipal Order

Staff Work By: Braden Throgmorton, Hope Reasons

Presentation By: Stefanie Wilcox

Background Information: KLC Insurance Services makes funds available to liability members for various expenses that improve safety and reduce liability. Members with liability premiums before taxes of \$35,000 and above are eligible for up to a \$3,000 reimbursement grant. The grant requires a 50/50 match. Funding will be used toward the cost of the Vector Solutions LMS training site, which will be used in part for defensive driver training and many other safety, risk management, and supervisory trainings.

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: 10003501 538010

Staff Recommendation: Approve the application for and acceptance of the KLC Liability Grant and authorize the Mayor to sign all documents related to both.

Attachments:

1. MO app and accept klc liability grant- Vector Solutions LMS Training

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MATCHING GRANT IN THE AMOUNT OF \$3,000 FROM THE KENTUCKY LEAGUE OF CITIES LIABILITY GRANT PROGRAM TOWARD THE COST OF THE VECTOR SOLUTIONS LMS TRAINING SITE, WHICH WILL BE USED IN PART FOR DEFENSIVE DRIVER TRAINING, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a matching grant in the amount of \$3,000 from the Kentucky League of Cities Liability Grant Program. Funding will be used toward the cost of the Vector Solutions LMS training site, which will be used in part for defensive driver training.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through the Kentucky League of Cities Liability Grant Program. The total cost of the LMS Training System is \$17,732, which will come from Account Number 10003501 538010. The match requirement will be fulfilled by payment of the entire purchase price.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 27, 2022
Recorded by Lindsay Parish, City Clerk, September 27, 2022
\\mo\grants\app and accept klc liability grant- Vector Solutions LMS Training

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Approve the Bid from C.I.R.CO. in the amount of \$53,890 for renovations to the Hotel Metropolitan Purple Room - **N. HUTCHISON**

Category: Municipal Order

Staff Work By: Nicholas Hutchison, Hope Reasons

Presentation By: Nicholas Hutchison

Background Information: On January 12, 2021, the City of Paducah applied for a grant from the African American Cultural Heritage Foundation in the amount of \$50,000 on behalf of the Hotel Metropolitan. The purpose of the funding is to renovate the Purple Room at the Hotel. MO # 2517 authorized the acceptance of the grant. The design for the updates has been completed along with the Request for Proposal process to receive bids for the renovations. The City of Paducah has received notification that the City has been awarded \$55,000. The Planning Department is requesting the Commission's approval for the bid submitted by C.I.R.CO. to complete the renovations in an amount of \$53,890.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the bid and authorize the Mayor to execute the contract for the renovations.

Attachments:

1. MO agree – C.I.R.CO. Hotel Metropolitan Purple Room Renovations
2. Purple Room
3. City of Paducah - AACHAF Grant Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF C.I.R.CO. IN AN AMOUNT OF \$53,890 FOR RENOVATIONS TO THE HOTEL METROPOLITAN PURPLE ROOM AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS AND DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of C.I.R.CO. in an amount of \$53,890 for renovations to the Hotel Metropolitan Purple Room, said proposal being in substantial compliance with bid specifications, and as contained in the proposal of C.I.R.CO. of August 31, 2022.

SECTION 2. That the City of Paducah hereby authorizes the Mayor to execute all agreements and documents necessary with C.I.R.CO., for renovations to the Hotel Metropolitan Purple Room, authorized in Section 1 above, according to the specifications, proposal and all contract documents heretofore approved and incorporated in the proposal.

SECTION 3. This purchase shall be funded by grant funding received through the African American Cultural Heritage Foundation. Said grant funds were accepted by Municipal Order No. 2517 on October 26, 2021.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\agree – C.I.R.CO. Hotel Metropolitan Purple Room Renovations



**National Trust for
Historic Preservation**

Save the past. Enrich the future.

September 30, 2021

Mr. Nic Hutchison
City of Paducah
300 South 5th Street
PO Box 2267
Paducah, KY 42002-2267

Re: National Trust African American Cultural Heritage Action Fund Grant Agreement ("Agreement")

Dear Mr. Hutchison:

It is a pleasure to inform you that your application for an African American Cultural Heritage Action Fund (the "AACHAF") grant has been approved by the National Trust for Historic Preservation (the "National Trust"). Grants from the AACHAF are designed to advance ongoing preservation activities for historic places representing African American cultural heritage. The National Trust, a privately funded nonprofit organization, protects significant places representing our diverse cultural experience by taking direct action and inspiring broad public support.

By signing this Agreement and accepting the funds, City of Paducah (the "Grantee") agrees to abide by the terms and conditions set forth below.

1. Award and Budget. The National Trust approves an award of \$55,000 (the "Grant Funds") to the Grantee for Restoring the Purple Room - A Green Book Legacy Site (the "Project") (the "Grant"): Restore the historic Purple Room at Hotel Metropolitan. Up to 15% of the Grant Funds may be used to cover costs for construction planning and construction documentation. The Grant Funds must be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code and only in support of the Project. Any changes to either the budget or use of Grant Funds as described in your application or above must be approved in advance in writing by the National Trust. The National Trust may assign a staff liaison to provide technical assistance to Grantee with the Project.

2. Term. The Project must be completed in **one (1) year** from the date of the first disbursement of Grant Funds from the National Trust (the "End Date"). Should any problems arise that would prevent you from completing the Project by the End Date, Grantee must submit a written request for an extension of this Agreement to the National Trust at least ten (10) days prior to the End Date.

3. Approval of Consultant/Contractor. The National Trust approves your selection of the consultant(s) or contractor(s) for this Project stated in your application. If

you have not yet selected a consultant or contractor, then Grantee agrees to obtain the National Trust's prior written approval for any consultant or contractor paid with Grant Funds. Please submit the name of the selected consultant or contractor along with their CV or website via email to the National Trust as soon as selected. If the Grantee wishes to change consultants or contractors, the National Trust's prior written approval is required.

4. Competitive Procurement Process. Grantee agrees that all procurement of goods and services for the Project shall be conducted in a manner that provides maximum open and free competition and consideration of minority and women-owned business enterprises. When a procurement for the Project exceeds \$50,000, the Grantee must seek and obtain at least three (3) competitive bids or quotes. (This applies to any procurement greater than \$50,000 that is part of this Project, whether financed through National Trust funds or through the matching funds that make up the rest of the Project's approved budget.) Grantee must also maintain adequate procedures to ensure that the procurement of goods and services, including consultant and contractor services, do not present a conflict of interest.

5. Preservation Work. Any documents or plans for preservation work or capital (construction) work that relate to or result from the Project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.

6. Grant Disbursements. Grant Funds will be disbursed as follows:

Date/Phase	Amount
Following receipt by the National Trust of this fully executed Agreement	50% of the Grant Funds
Upon completion of the Project and submission of the final report (as required by Paragraph 7(b))	Remaining Grant Funds

7. Reporting Requirements.

a. Interim Report. Grantee agrees to submit an interim report when the Project is 50% complete. The interim report must describe the status of the Project and all expenditures made from Grant Funds and must report on Grantee's compliance with the terms of this Agreement.

b. Final Report. Within thirty (30) days of the End Date, the Grantee agrees to submit to the National Trust a final report and financial accounting on the use of the Grant Funds, as well as any materials or reports created from the Grant.

c. Submitting Reports. All reports must be submitted online in the same system used to submit the grant application. See the "Find Funding" section of our website (Forum.SavingPlaces.org/funding) for the link to that system. Extensions for

submission of reports may be approved by the National Trust only for extraordinary circumstances beyond the control of the Grantee.

8. License to Use Grant Materials. In accepting this Grant, the Grantee grants to the National Trust a non-exclusive, royalty-free, perpetual, and transferable license to use, and to allow others to use, any and all application materials, reports, documents, photographs, or other materials funded by the Grant (the "Grant Materials") along with the right to use the Grantee's name and logo for non-profit, educational, and promotional purposes related to the National Trust and/or AACHA. Grantee also agrees to allow the National Trust to take its own photographs or video recordings of the Project. The provisions of this paragraph shall survive termination or expiration of this Agreement and remain in full force and effect.

9. Publicity and Acknowledgement of Grant Support. The National Trust will be making a public announcement of the AACHA grants. Prior to the National Trust's public announcement, Grantee agrees not to make any announcement or release any information concerning the Grant or any matter relating to this Agreement without the advance written approval of the National Trust. After the National Trust's public announcement, the National Trust must be listed as a supporter in any printed material and publicity releases and on the Grantee's website. For your assistance, enclosed is a sample press release format for use in publicizing the Grant. Grantee shall give appropriate acknowledgement of the National Trust's support for the Project in all materials resulting from or related to the Grant, such as articles, books, reports, films, radio programs, databases, web resources, convenings, events, and exhibitions, using the following statement:

"This project was funded by a grant from the African American Cultural Heritage Action Fund of the National Trust for Historic Preservation."

10. Additional Information; Recordkeeping. Grantee agrees to provide any other information and documents requested by the National Trust to describe the work on the Project and/or all expenditures of Grant Funds and to demonstrate the Grantee's compliance with the terms of this Agreement. In addition, Grantee agrees to permit representatives of the National Trust, with reasonable notice, to inspect the Project. Grantee agrees to maintain complete books and records of revenues and expenditures relating to the Grant, together with appropriate supporting documentation, for at least four (4) years. Grantee agrees to make these books and records available for inspection at reasonable times if deemed necessary by the National Trust.

11. Representations and Warranties. Grantee represents and warrants that:

- a. it is a 501(c)(3) nonprofit corporation in good standing or a public agency;

b. if it has previously received financial assistance from the National Trust, all prior grant requirements were satisfied or are current as of the date of this Agreement;

c. with respect to the Grant Materials, (i) Grantee is solely responsible for the creation of the Grant Materials; (ii) the Grant Materials are original and have never been published (except for material subject to copyright for which the Grantee has obtained permission to use); (iii) Grantee has not previously assigned, pledged, encumbered, or authorized their publication in a manner that conflicts with this Agreement; (iv) the use of the Grant Materials will not infringe upon any copyright, trademark, or other proprietary rights, violate any right of privacy, or contain libelous material; and (v) the Grant Materials contain only information and data that is true and accurate to the best of the Grantee's knowledge, belief, and expertise; and

d. the representative executing this Agreement has the power and authority to bind the Grantee to the terms of this Agreement and to convey the rights granted to the National Trust.

The representations and warranties of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

12. Indemnification. Grantee shall defend, indemnify, and hold harmless the National Trust and its respective officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) based upon or arising out of any act, omission, negligence, misconduct, and/or breach of this Agreement by the Grantee, its officers, directors, employees, or agents, while engaged in the performance of this Agreement and/or in carrying out the Project. The provisions of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

13. Lobbying and Political Activities. No part of the Grant will be used for lobbying activities or to participate in any political campaign in support of or in opposition to any candidate for public office.

14. Equal Opportunity. Grantee agrees not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

15. Change in Status. Grantee shall notify the National Trust immediately of any change in: (a) Grantee's tax-exempt status or (b) Grantee's executive staff or key staff responsible for the Project.

16. Requirement to Return Grant Funds. Grantee agrees to return the Grant Funds if the Grantee: (1) fails to complete the Project as described in the application; (2)

fails to complete the Project by the End Date; (3) fails to obtain the National Trust's written approval prior to making a material change to the Project; or (4) fails to submit the final report within thirty (30) days of the End Date. Grantee agrees to return the Grant Funds to the National Trust no later than thirty (30) days after receipt of notice from the National Trust.

17. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the Grant and cannot be amended without the mutual written agreement of the parties. This Agreement cannot be assigned by the Grantee without the National Trust's prior written approval. This Agreement is made in and will be governed by the laws of the District of Columbia.

Please sign and return this Agreement to the National Trust as soon as possible to: Diana Maxwell, Grants Manager, National Trust for Historic Preservation at dmaxwell@savingplaces.org. Please contact the Grants Office for any additional assistance.

We are delighted that your Project has been selected to receive an African American Cultural Heritage Action Fund grant, and we look forward to continuing to work with you to ensure that our nation's rich heritage is preserved for the benefit and enjoyment of present and future generations.

Sincerely,



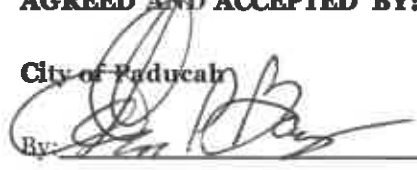
Paul W. Edmondson
President and Chief Executive Officer
National Trust for Historic Preservation
in the United States



Brent Leggs
Executive Director
African American Cultural Heritage
Action Fund

AGREED AND ACCEPTED BY:

City of Paducah

By: 

Name:

George P. Brang

Title:

Mayor

Date:

10/27/2021

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Authorize the Acceptance of a FEMA Port Security Grant in the Amount of \$34,577 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes, Hope Reasons

Presentation By: Brian Laird

Background Information: The Fiscal Year (FY) 2022 Port Security Grant Program (PSGP) is one of four grant programs that constitute DHS/FEMA's focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The PSGP provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

The award of \$34,577 will be used to fix existing infrastructure, move or replace problem riverfront cameras, migration of these cameras to the same platform as City Hall cameras, and the purchase of three additional cameras for added coverage. The grant requires a 25% match. The Paducah Police Department will contribute \$11,525 for a total project cost of \$46,102. MO 2577 approved the submission of the application on May 24, 2022.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: City Camera Project

Account Number: POO119

Staff Recommendation: Authorize the acceptance of the FEMA Port Security Grant and for the Mayor to sign all documentation related to the award.

Attachments:

1. MO - accept -homeland port security - riverfront camera upgrade-purchase 2022

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS
THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR
A FY2022 PORT SECURITY GRANT IN THE AMOUNT OF \$34,577 FOR
THE PADUCAH POLICE DEPARTMENT TO UPDATE AND REPLACE
RIVERFRONT CAMERAS**

WHEREAS, on May 24, 2022, The Board of Commissioners approved Municipal Order No. 2577, which authorized the submission of a FEMA Port Security Grant Application, which has now been awarded to the City of Paducah; and

WHEREAS, the City has been notified of a total award of \$34,577; and

WHEREAS, the City of Paducah now wishes to accept all awarded grant funds.

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 \$34,577 funds through the U. S. Department of Homeland Security for a FY2022 Port Security Grant for the Paducah Police Department to fix existing camera infrastructure, move or replace problem riverfront cameras, migrate cameras to the same platform as Paducah City Hall cameras, and purchase three additional cameras for added coverage.

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. A local match of 25% is required. The local match of \$11,525 will be met through Project No. PO0119, Police Camera Project.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 27, 2022

Recorded by Lindsay Parish, City Clerk, September 27, 2022

\\mo\grants\accept -homeland port security - riverfront camera upgrade-purchase 2022

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Setting Tax Levies: Ad Valorem Properties -- FY2023 - **J. PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) are proposed to be set as per the attached ordinance.

The City's General Fund real estate tax levy is proposed to be **\$.265** per \$100 assessed value (AV). The proposed FY2023 rate is 61% of what the rate was in FY1995, when the City started a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be **\$.390** per \$100 AV. The proposed FY2023 rate is 23% less than the FY1995 rate.

The City eliminated inventory taxes many years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax would have netted revenue nearly \$819,000 in FY2023, if it were in place today.

Staff proposes the City's tax levy be set at 26.5 cents per \$100 AV. The FY2023 compensating rate is 25.5 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 26.5 cents.

From FY2001 to FY2023, the City of Paducah has *lowered* its real estate tax levy by 3.5 cents, while others increased their tax levy during the same time period.

The property tax levy ordinance will be introduced on September 13, 2022 with the second and final reading on September 27, 2022. Since the City's proposed tax levy is more than the 'compensating rate' of 25.5 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 13, 2022.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed 2022-2023 (FY2023) real estate and personal ad valorem tax levies as proposed.

Attachments:

1. Tax Rate FY23

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2022 THROUGH JUNE 30, 2023, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2022, through June 30, 2023, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty six and 5/10 cents (\$.265) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2022, through June 30, 2023, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents (\$0.390) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2022, through June 30, 2023.

SECTION 4. There is hereby further levied an ad valorem tax of one and 5/10 cents (\$0.015) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2022, through June 30, 2023, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 5/10 cents (\$0.015) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2022, through June 30, 2023, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2022, through June 30, 2023, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2022, through June 30, 2023, an ad valorem tax of eighty-four and 6/10 cents (\$0.846) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2022, through June 30, 2023, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.265
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.015
Personal Property (except inventory)	\$0.015
Motor Vehicles and watercraft	\$0.031

SECTION 10. The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Property	\$0.846
Personal Property (including inventory)	\$0.864

SECTION 11. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than One Thousand Five Hundred Dollars (\$1,500.00), the payment shall be due on November 1, 2022, and shall be payable without penalty and interest until November 30, 2022.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2022, and shall be payable without penalty and interest until November 30, 2022.
 - (b) The second half payment shall be due on February 1, 2023, and shall be payable without penalty and interest until February 28, 2023.

SECTION 12. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 13. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 13, 2022
Adopted by the Board of Commissioners September 27, 2022
Recorded by Lindsay Parish, City Clerk, September __, 2022
Published by The Paducah Sun, September __, 2022
Ord\Finance\Tax Rate FY23

Agenda Action Form

Paducah City Commission

Meeting Date: September 27, 2022

Short Title: Approve the closing of a 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owner has submitted an executed application requesting the closure of 20' wide, 192' long alley between 695 Cruse Avenue and 723 Cruse Avenue between North 32nd Street and Marianne Drive

Jim Chapman

On September 8 2022, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of a 20' wide, 192' long alley between 695 Cruse Avenue and 723 Cruse Avenue between North 32nd Street and Marianne Drive and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. ORD - alley – Cruse Avenue between North 32nd Street and Marianne Drive
2. Alley Closure_Cruse Ave 695-723_Plat
3. Alley Closure_Cruse Ave 695-723_Application
4. Alley Closure_Cruse Ave 695-723_PC Resolution (1)

AN ORDINANCE PROVIDING FOR THE CLOSING OF A 20' WIDE, 192' LONG ALLEY WEST OF CRUSE AVENUE BETWEEN NORTH 32ND STREET AND MARIANNE DRIVE; 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 20' wide, 192' long alley between 695 Cruse Avenue and 723 Cruse Avenue between North 32nd Street and Marianne Drive, as follows:

20' ALLEY CLOSURE - LEGAL DESCRIPTION

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

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (set), being 25.0 ft. west from the centerline of Cruse Avenue and 755.5 ft. south of the centerline of Marianne Drive, said point also being in the north line of a 20' alley, said point also being the southeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, S1°54'04"W a distance of 20.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being in the south line of a 20' alley, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169);

Thence leaving the above said right-of-way and along the south line of above said 20' alley, N88°05'56"W a distance of 192.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being the northwest corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169), said point also being in the east right-of-way line of a 16' alley;

Thence along the above said east right-of-way of a 16' alley, N1°10'21"E a distance of 20.01 ft. to a pinched pipe (found), said point being in the north line of a 20' alley, said point also being the southwest corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence along the north line of above said 20' alley, S88°05'43"E a distance of 192.25 ft. to the Point of Beginning.

The above described Tract contains 3,844 square feet (0.088 acres).

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

b. On the 8th day of September, 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. Jim Chapman is the only property owner in or abutting the public way; and therefore, have given his 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, September 27 ,2022
Adopted by the Board of Commissioners,
Recorded by Lindsay Parish, City Clerk,
Published by The Paducah Sun,
\ord\eng\st close\alley – Cruse Avenue between North 32nd Street and Marianne Drive

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. _____, adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

PROPERTY NOTES:

CLIENT:
TC-3 LLC
165 PALISADES CIRCLE
PADUCAH, KENTUCKY 42001

OWNERS:
TC-3 LLC
165 PALISADES CIRCLE
PADUCAH, KENTUCKY 42001

SOURCE OF TITLE:
DEED BOOK 1343, PAGE 356;
DEED BOOK 1463, PAGE 169

PLAT REFERENCES:
PLAT SECTION "A", PAGE 252

AREA SUMMARY:

TOTAL AREA:
3,844 SQUARE FEET
0.088 ACRES

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE A PORTION
OF A 20' ALLEY AS SHOWN HEREON.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREA OF
MINIMAL FLOOD HAZARD", AS SHOWN ON THE NATIONAL
FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.
21145C0134F, EFFECTIVE NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-4"
ZONE "R-4" = HIGH DENSITY RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET, UNLESS IT'S A PROFESSIONAL BUILDING,
THEN REVERT TO B-1 ZONE (SIDE).
3. REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS:

1. MINIMUM LOT AREA, PER UNIT: 2,000 SQUARE FEET.
2. MINIMUM LOT WIDTH: 50 FEET.

MAXIMUM BUILDING HEIGHT:

NONE

MAXIMUM LOT COVERAGE:

NONE

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 CLERK
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

SURVEYOR'S CERTIFICATE:

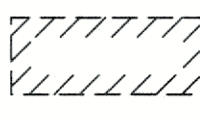
I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY
SURVEY AND COMPLIES WITH 201 KAR 18:150. AND THAT THE
BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER
MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS
(TRIMBLE R12/R8 GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL
STATION). BEARINGS AND DISTANCES 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: AUGUST 1, 2022

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.

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- ADJOINING PROPERTY LINE
- BUILDING
- ROADWAY CENTERLINE
- FENCE



EXISTING BUILDING

1/2" DIAMETER X 18" LONG REBAR & CAP
STAMPED "BFW KJW #3445" (SET)

BOUNDARY MARKER AS NOTED

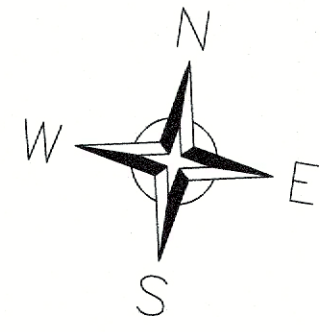
MEASURED DISTANCE

RECORD DISTANCE

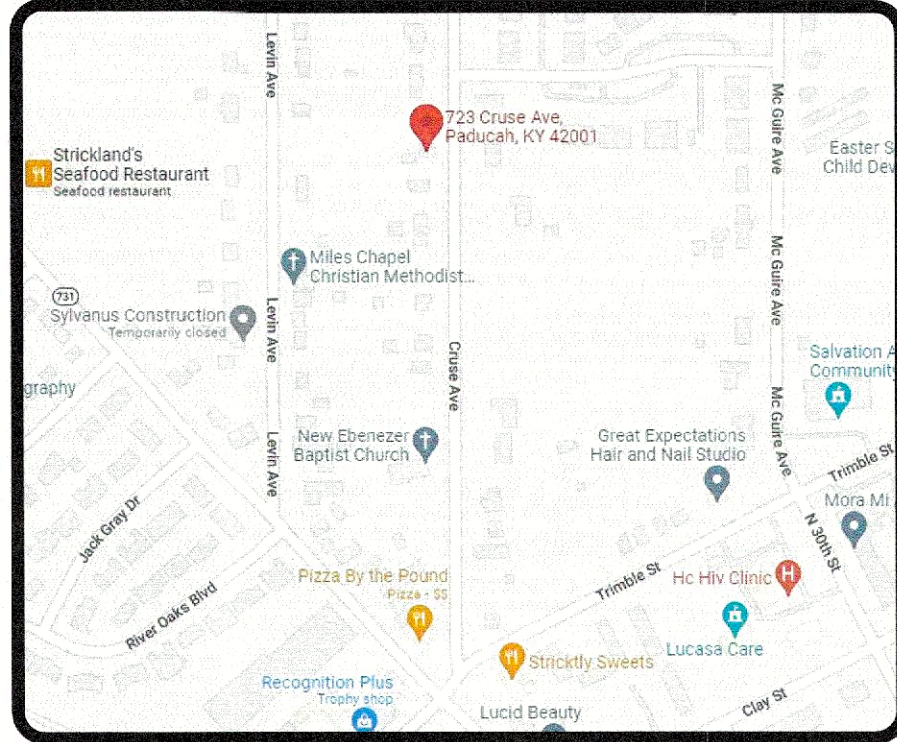


(IN FEET)

1 INCH = 20 FT



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 _____

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: _____

PROJECT NO. 22357		DATE: 7/27/2022	
DRAWN BY: KJW		CHECKED BY: KJW	
REV.	DESCRIPTION	BY	DATE
1			
2			
3			
4			

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17TH STREET
PADUCAH, KY 42001
PHONE: 270.443.1999
FAX: 270.443.1999
1918 DOUBLE BRIDGE RD.
PADUCAH, KY 42003
PHONE: 270.443.1999
FAX: 270.443.1999

BFW

ALLEY CLOSURE

PROPERTY OF TC-3 LLC
CRUSE AVENUE
PADUCAH, KENTUCKY

FOR TC-3 LLC



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

Date: 8-10-2022

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

Public Right-of-Way: 20' public alley (west of Cruse Avenue)

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:

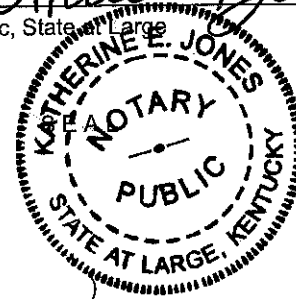
Jim Chapman
Signature of Property Owner
JIM CHAPMAN
Property Owner's Name Printed
2201 Broadway St
Address Paducah KY 40301

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 12 day of August, 2022
by Jim Chapman

My Commission expires August 24, 2024

Katherine E. Jones
Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

Notary Public, State at Large

Signature of Property Owner

Property Owner's Name Printed

Address

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF A 20' WIDE, 192' LONG ALLEY WEST OF CRUSE AVENUE BETWEEN NORTH 32ND STREET AND MARIANNE DRIVE.

WHEREAS, a public hearing was held on September 8, 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 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive.

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:

20' ALLEY CLOSURE - LEGAL DESCRIPTION

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

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (set), being 25.0 ft. west from the centerline of Cruse Avenue and 755.5 ft. south of the centerline of Marianne Drive, said point also being in the north line of a 20' alley, said point also being the southeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, S1°54'04"W a distance of 20.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being in the south line of a 20' alley, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169);

Thence leaving the above said right-of-way and along the south line of above said 20' alley, N88°05'56"W a distance of 192.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being the northwest corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169), said point also being in the east right-of-way line of a 16' alley;

Thence along the above said east right-of-way of a 16' alley, N1°10'21"E a distance of 20.01 ft. to a pinched pipe (found), said point being in the north line of a 20' alley, said point also being the southwest corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence along the north line of above said 20' alley, S88°05'43"E a distance of 192.25 ft. to the Point of Beginning.

The above described Tract contains 3,844 square feet (0.088 acres).

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 September 8, 2022