



**SPECIAL CALLED CITY COMMISSION MEETING
AGENDA FOR DECEMBER 15, 2022
4:00 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

DELETIONS

PRESENTATION City Government of the Year Award - Martha Cosby, Kentucky League of Cities Chief of Staff

PRESENTATION Christmas Parade 2022 Winners

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for November 29 and December 7, 2022, Board of Commissioners Meetings
	B.	Receive & File Documents
	C.	Appointment of Alex Blackwell to the Brooks Stadium Commission to replace Bill Pinkston, who resigned
	D.	Personnel Actions
	E.	Authorize the City Manager to issue a Request for Proposals for Floodwall Lighting - D. JORDAN
	F.	Approve a Contract with MagneGrip in the Amount of \$212,423 to Install Source Capture Exhaust Systems in All Five Paducah Fire Stations - S. KYLE

		G.	Accept Donation of Property Located at 1721 Broad Street - G. CHERRY
		H.	Accept Donation of Property Located at 1723 Broad Street - G. CHERRY
		I.	Approve the Application for a National Endowment for the Humanities Grant in the Amount of \$150,000 to Digitally Capture Paducah's Cultural and Historical Resources - H. REASONS
		J.	Authorize the Mayor to enter into a contract with Atlas Roofing Contractors, Inc, in the amount of \$98,850.00 to replace rubber roof membrane at the West Kentucky Mausoleum, located in Oak Grove Cemetery - A. CLARK
		K.	Approve a Municipal Order to update and establish facility reservation rates for Parks and Recreation facilities - A. CLARK
		L.	Authorize a Funding Agreement with the Paducah-McCracken County Riverport Authority in an amount of \$90,000 - M. SMOLEN
		M.	Kentucky Deferred Compensation (KDC) Joinder Agreement to Participate in the KY 401(k) and KY 457 Plan - S. WILCOX
		N.	Accept Cost Overruns Associated with the Senior Center Project as required by CDBG and Authorize a Subrecipient Agreement to pass along said Cost Overruns to the Paducah-McCracken County Senior Center - H. REASONS
	II.	<u>RESOLUTION(S)</u>	
		A.	Resolution Supporting the Reallocation of HUD-VASH Vouchers - LASICA McEWEN
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize the City Manager to Issue a Request for Bids for construction work related to the Robert Cherry Civic Center - A. CLARK & JEFF CANTER
		B.	Approve a Revised "City Block" Amended and Restated Development Agreement, Deed of Conveyance, and Deed of Access between the City and Weyland Ventures Development, LLC. for development of a hotel, parking, open space, and mixed-use residential building located on the city block bounded by Second Street, Broadway, North Water Street, and Jefferson Street - N. HUTCHISON

		C.	Authorize Payment in an Amount of \$72,500 to the Paducah-McCracken County Industrial Development Authority for Clearing and Grubbing Work at Industrial Park West for Economic Development - D. JORDAN
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Amend the FY23 City Budget to Increase Revenues and Expenditures for the Community Development Block Grant Fund by \$1,000,000 - H. REASONS
		B.	Approve a Telecommunications Franchise Agreement with Quad State Internet, LLC. - M SMOLEN
	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 - Issues which might lead to the discipline or dismissal of a member i.e. City Commissioner as permitted by KRS 61.810(1)(f).</u>	
	VII.	<u>DISCUSSION/ACTION RELATED TO PERSONNEL</u>	

November 29, 2022

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, November 29, 2022, at 4:00 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, and Mayor Bray (4). Commissioner Wilson was absent (1).

INVOCATION

Commissioner Guess led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

DELETION

City Manager Daron Jordan requested that Item II(A) “City Block” Amended Development Agreement between Weyland Ventures Development, LLC and the City of Paducah, be pulled from the Agenda.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for November 15, 2022 Board of Commissioners Meeting
I(B)	Receive and File Documents
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2023-2024 ANNUAL AGREEMENT BETWEEN THE CITY OF PADUCAH AND KENTUCKY MAIN STREET RELATED TO REQUIREMENTS FOR MAIN STREET ACCREDITATION (MO #2673; BK 12)
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE CITY OF MAYFIELD PERTAINING TO ASSISTANCE PROVIDED UNDER THE EMERGENCY MANAGEMENT MUTUAL AID PLAN (MO #2674; BK 12)

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Bray (4).

MUNICIPAL ORDER

**APPROVE VENDOR SELECTION AND AUTHORIZE AGREEMENT WITH
BRANDSTETTER CARROLL FOR A FIRE DEPARTMENT FEASIBILITY STUDY
IN AN AMOUNT OF \$57,500**

November 29, 2022

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AN AGREEMENT WITH BRANDSTETTER CARROLL IN AN AMOUNT OF \$57,500 TO CONDUCT A FEASIBILITY STUDY FOR THE PADUCAH FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Bray (4).
(MO #2675; BK 12)

ORDINANCE ADOPTIONS

AMEND CHAPTER 7, SECTION 70-5 AND SECTION 70-32 OF THE CODE OF ORDINANCES

Commissioner Henderson, offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 70, SECTION 70-5 “RULES OF CONDUCT FOR RECREATIONAL AREAS” AND SECTION 70-32 “PUBLIC PARKS, PLAYGROUNDS, AND RECREATIONAL AREAS AVAILABLE TO THE PUBLIC” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Section 70-5 *Rules of Conduct for Recreational Areas* of the Code of Ordinances to clarify wording related to approval of special event permits and update Parks Services to Parks and Recreation. Additionally, this Ordinance amends Section 70-32 *Public Parks, Playgrounds and Recreational Areas Available to the Public* to remove Lanelle Park, add Dolly McNutt Plaza and correct Brooks Park to Brooks Stadium and Park within the list of available parks, playgrounds and recreational areas available to the public.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Bray (4).
(ORD 2022-11-8754; BK 36)

AMEND TRANSIENT ROOM TAX ORDINANCE

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH AMENDING AN ORDINANCE ENTITLED “AN ORDINANCE ESTABLISHING THE CITY OF PADUCAH TRANSIENT ROOM TAX.” This Ordinance is summarized as follows: This Ordinance amends the Transient Room Tax ordinance of the City of Paducah, Kentucky, to expand the definition of the types of establishments which are subject to transient room tax to include cabins, lodgings, campsites, or other accommodations charged by any hotel, motel, inn, tourist camp, tourist cabin, campgrounds, recreational vehicle parks, or any other place in which accommodations are regularly furnished to transients for consideration or by any person that facilitates the rental of the accommodations by brokering, coordinating, or in any other way arranging for the rental of the accommodations. Further, this Ordinance clarifies that a transient room tax may not apply to rooms, lodgings, campsites, or accommodations supplied for a continuous period of thirty (30) days or more to a person.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Bray (4).
(ORD 2022-11-8755; BK 36)

DISCUSSION:

911 DISCUSSION

Communications Manager Pam Spencer provided the following Summary:

The Paducah Board of Commissioners discussed the 911 radio/infrastructure and operational funding project, one of the City Commission's priorities. Since January, the five-member 911 Communication Oversight Committee, which includes Commissioner Carol Gault, has met 18 times. This committee recommends releasing the request for proposals (RFP) for the radio and tower project, a hybrid governance structure, and a funding mechanism using water meters as the funding source. At this meeting, Commissioner Gault asked the City Commission to move forward with releasing the RFP since the City, as the owner of the system that is in desperate need of upgrading, has the ultimate responsibility. The Board approved the following motion, "a proposed motion to release the RFP for 911 upgrades immediately and to accept the recommendation of the 911 Committee to implement a water meter fee which fee shall be brought back to the City Commission for adoption by ordinance at a future meeting." There will be a 90-day window for responses once the RFP is released. The RFP is completed and ready to be advertised and released. To learn more, visit [911 Priority Project](#).

Commissioner Henderson offered Motion, seconded by Commissioner Guess, to release of the RFP for 911 upgrades immediately and to accept the recommendation of the 911 committee to implement a water meter fee which fee shall be brought back to the city commission for adoption by ordinance at a future meeting."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Bray (4).

COMMENTS

City Manager

Mentioned public meeting at the Convention Center tonight (Tuesday) at 6:00 p.m. to discuss how the State will use the opioid prevention funding.

Commissioner Henderson

Remarked that he is excited to see the beginning of the demolition on the southside

Mayor

Commented on all the downtown activity during Small Business Saturday.

Fire Chief Kyle

Commented on the Firehouse Sub Grant that was recently received to purchase an all-terrain vehicle that will assist the Fire Department in responding to off-road emergencies.

ADJOURN

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

November 29, 2022

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Bray (4).

TIME ADJOURNED: 4:46 p.m.

ADOPTED: December 15, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

December 7, 2022

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, December 7, 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).

MOTION FOR CLOSED SESSION

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

Issues which might lead to the discipline or dismissal of a member, i.e. City Commissioner, as permitted by KRS 61.810(1)(f)

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 Henderson, 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)

DISCUSSION REGARDING PERSONNEL ISSUE

Upon exiting Closed Session, Mayor Bray read the following statement:

On November 8, 2022, City employees removed political signs from City-owned property that were in violation of the City's sign ordinance. Some of the removed signs were advertising an African-American candidate for City Commissioner. Subsequent thereto, Commissioner David Guess sent a series of texts messages to a City employee wherein Commissioner Guess made the statements: "You got dujan [sic] under control" and "Whitey keeping a black man down." See text exchange below.

The Board of Commissioners believes that any sort of language with racial overtones such as this has no place in our society or with this Commission. Minority Inclusion has been a Commission Priority for the past 2 years and all City Commissioners attended Diversity, Equity and Inclusion training. In addition, the City worked with citizens to establish the Paducah Diversity Advocacy Board.

The Board of Commissioners is weighing its options with respect to Commissioner Guess, including removal procedures under KRS 83A.040(9) or some form of public censure. The Board will take up the issue at its next meeting on Thursday, December 15, 2022, at 4:00 PM CST."

December 7, 2022

ADJOURN

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

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

TIME ADJOURNED: 7:24 p.m.

ADOPTED: December 15, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

December 15, 2022

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. 911 Communications Oversight Committee Report and Recommendations to the City Commission/McCracken County Fiscal Court – MO #2491
2. Notice of Cancellation of Meeting of the Board of Commissioners on November 22, 2022
3. Notice of Special Called Meeting of the Board of Commissioners – November 29, 2022

Contract File:

1. 2023-2024 Annual Agreement – Kentucky Main Street Designation – MO #2673
2. Post-Event Memorandum of Agreement with the City of Mayfield for Assistance Provided under the Emergency Management Mutual Aid Plan – MO #2674
3. Agreement between City of Paducah and Brandstetter Carroll- Fire Department Feasibility Study – MO #2675
4. Contract with Monsido – signed by Assistant City Manager Michelle Smolen
5. Fuel Supply One-Year Renewal Agreement – JSC Terminal, LLC, d/b/a Mid West Terminal – ORD 2020-02-8615

Financials File:

1. Paducah Water Works – month ended October 31, 2022

CITY OF PADUCAH
December 15, 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.



City Manager's Office Signature

12/12/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
December 15, 2022**

NEW HIRES - FULL-TIME (F/T)						
<u>E-911</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Lauderdale, Kimberly	Telecommunicator	\$18.02/hr	NCS	Non-Ex	December 1, 2022	

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

<u>E-911</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>	
Bugg, Gregory P.	Telecommunicator \$19.52/hr	E-911 Shift Super \$22.82/hr	NCS	Non-Ex	January 12, 2023	
Clark, Kimberly	E-911 Communication Services Manager \$43.08/hr	E-911 Communication Services Manager \$44.16/hr	NCS	Ex	December 15, 2022	
Scutt, Austin	Telecommunicator \$20.03/hr	E-911 Shift Super \$24.04/hr	NCS	Non-Ex	January 12, 2023	

CLERKS / CUSTOMER EXPERIENCE

Meeks, Claudia S.	Assistant City Clerk \$28.10/hr	Assistant City Clerk \$28.94/hr	NCS	Non-Ex	December 1, 2022	
Sherwood, Alexandra C.	Senior Customer Experience Rep \$24.17/hr	Senior Customer Experience Rep \$24.90/hr	NCS	Ex	December 1, 2022	

FINANCE

Gipson, Erica F.	Revenue Technician II \$21.34/hr	Revenue Technician II \$21.87/hr	NCS	Non-Ex	December 1, 2022	
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FIRE - SUPPRESSION

Gray, Justin J.	Lieutenant \$18.84/hr	Captain \$20.72/hr	NCS	Non-Ex	December 15, 2022	
King, Cary A.	Relief Driver \$17.53/hr	Lieutenant \$18.84/hr	NCS	Non-Ex	December 15, 2022	
Bogart, Nicholas J.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	December 15, 2022	
Bridges, Jakobe L.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	December 15, 2022	
Hatton, Nicholas I.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	December 15, 2022	
Matlock, Hunter M.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	December 15, 2022	
Prescott, Trayle H.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	December 15, 2022	
Winnans, Michael R.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	December 15, 2022	

PLANNING

Schade, Angela K.	Downtown Development Specialist \$23.77/hr	Downtown Development Specialist \$24.36/hr	NCS	Ex	December 15, 2022	
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POLICE

Hodges, William J.	Operations Captain \$38.75/hr	Detective Captain \$38.75/hr	NCS	Ex	January 12, 2023	
Miller, Sabrina N.	Evidence Technician \$18.09/hr	Evidence Technician \$18.55/hr	NCS	Non-Ex	December 15, 2022	
Watson, Travis L.	Detective Captain \$37.80/hr	Operations Captain \$37.80/hr	NCS	Ex	January 12, 2023	

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Simmons, Nathan M.	Deputy Fire Marshal	Resignation	December 8, 2022
<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Tyler, Hakeem D.	Firefighter	Resignation	December 15, 2022

CITY OF PADUCAH
PERSONNEL ACTIONS
December 15, 2022

HUMAN RESOURCES

Orr, Sabrina

POSITION

Administrative Assistant

REASON

Resignation

EFFECTIVE DATE

December 1, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Authorize the City Manager to issue a Request for Proposals for Floodwall Lighting - **D. JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan

Presentation By: Daron Jordan

Background Information: This action authorizes the City Manager to issue a Request for Proposals (RFP) to install new lighting at the Paducah Flood Wall for the Dafford Mural panels.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO RFP – Floodwall Lighting

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
ISSUE A REQUEST FOR PROPOSALS FOR THE INSTALLATION OF NEW
LIGHTING AT THE PADUCAH FLOODWALL DAFFORD MURAL PANELS

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

SECTION 1. That the City Manager is hereby authorized and directed to
develop and initiate a Request for Proposals for the installation of new lighting at the
Paducah floodwall Dafford Mural Panels.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
MORFP – Floodwall Lighting

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Approve a Contract with MagneGrip in the Amount of \$212,423 to Install Source Capture Exhaust Systems in All Five Paducah Fire Stations -**S. KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle, Hope Reasons

Presentation By: Steve Kyle

Background Information: On August 23, 2022, the Paducah Fire Department was notified they were the recipient of a FEMA Assistance to Firefighters Grant in the amount of \$237,272 to purchase Source Capture Exhaust Systems for each of the five fire stations, and to purchase bail out kits for all City firefighters. The Commission approved acceptance of the grant on September 13, 2022 with Municipal Order 2637.

A Request for Proposal was released on October 25, 2022 for bids to install the Source Capture Exhaust Systems with proposals due on November 18, 2022. Three proposals were submitted and evaluated with MagneGrip receiving the highest score. The purchase will require a 10% match from the Fire Department.

FI0038 is the Project Number for this grant. Account No. 1000 1801 523070 is the source account for the local match.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Local Match Account
Grant Project Account

Account Number: 10001801-523070
FI0038

Staff Recommendation: Approve the contract with MagneGrip for the purchase of the exhaust systems and authorize the Mayor to sign all required documents related to the contract.

Attachments:

1. MO Agree- MagneGrip – Exhaust System for Fire Department

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MAGNEGRIP IN THE AMOUNT OF \$212,423 FOR THE PURCHASE AND INSTALLATION OF A SOURCE CAPTURE EXHAUST SYSTEM IN ALL FIVE PADUCAH FIRE STATIONS

WHEREAS, on August 23, 2022, the Paducah Fire Department was notified they were the recipient of a FEMA Assistance to Firefighters Grant in the amount of \$237,272 to purchase Source Capture Exhaust Systems for each of the five fire stations and to purchase bail out kits for all City firefighters; and

WHEREAS, the City Commission approved acceptance of the grant on September 13, 2022, with Municipal Order 2637; and

WHEREAS, a Request for Proposal was released on October 25, 2022 for bids to install the Source Capture Exhaust Systems with proposals due on November 18, 2022; and

WHEREAS, three proposals were submitted and evaluated with MagneGrip receiving the highest score.

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

SECTION 1. The Commission hereby approves an Agreement with MagneGrip in the amount of \$212,423 for the purchase and installation of a source capture exhaust system in all five Paducah fire stations, and authorizes the Mayor to execute all documents related to same.

SECTION 2. These expenditures shall be funded by the FEMA Assistance to Firefighters Grant through Project Account FI0038. The required local match amount will be charged to Account No. 1000 1801 523070.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners December 15, 2022
Recorded by Lindsay Parish, City Clerk December 15, 2022
\mo\agree – MagneGrip – Exhaust System for Fire Department

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Accept Donation of Property Located at 1721 Broad Street - **G. CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: The property owner - Ruth Thompson would like to donate this property to the City of Paducah. This will benefit the City to receive this property rather than foreclosure expenses. This property will be turned over to Planning for future re-development.

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: Authorize Mayor Bray to sign the deed transferring 1721 Broad Street to the City of Paducah.

Attachments:

1. MO prop donated –1721 Broad Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY
LOCATED AT 1721 BROAD STREET FROM RUTH THOMPSON TO THE CITY OF
PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED
CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and
consents to the donation of the property located at 1721 Broad Street from
Ruth Thompson.

SECTION 2. The Mayor is hereby authorized to execute the
Consideration Certificate in the Deed of Conveyance to accept the donation of property
as approved in Section 1 above. It is determined that it is necessary and desirable and in
the best interest of the City to accept this donation and execute the Consideration
Certificate contained in said Deed of Conveyance, which deed of conveyance and
consideration certificate are hereby authorized and approved. Said property will be
turned over to the Planning Department for future redevelopment.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022
Recorded by Lindsay Parish, City Clerk, December 15, 2022
\mo\prop donated –1721 Broad Street

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Accept Donation of Property Located at 1723 Broad Street - **G. CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Ms. Georgia Williams, who inherited this property, would like to donate it to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

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: Authorize Mayor George Bray to sign the deed transferring 1723 Broad Street to the City of Paducah.

Attachments:

1. MO prop donated –1723 Broad Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1723 BROAD STREET FROM GEORGIA WILLIAMS TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the property located at 1723 Broad Street from Georgia Williams.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation and execute the Consideration Certificate contained in said Deed of Conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved. Said property will be turned over to the Planning Department for future redevelopment.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022
Recorded by Lindsay Parish, City Clerk, December 15, 2022
\mo\prop donated –1723 Broad Street

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Approve the Application for a National Endowment for the Humanities Grant in the Amount of \$150,000 to Digitally Capture Paducah's Cultural and Historical Resources - **H. REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The National Endowment for the Humanities (NEH) Division of Preservation and Access is accepting applications for the Cultural and Community Resilience program. This program supports community-based efforts to mitigate climate change and COVID-19 pandemic impacts, safeguard cultural resources, and foster cultural resilience through identifying, documenting, and/or collecting cultural heritage and community experience. The program prioritizes projects from disadvantaged communities in the United States or its jurisdictions, and NEH encourages applications that employ inclusive methodologies.

In partnership with the Paducah Creative and Cultural Council, the City of Paducah is requesting \$150,000 to digitally capture cultural and historical resources, primarily focusing on historical buildings. Funding will be used to photograph and video these structures, along with a recorded historical narrative, and include them in an app for the public to access and learn about Paducah's rich cultural history through local architecture and stories. This project will also preserve Paducah's historical resources in case of future weather or other natural disasters. There is no match required for this grant.

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

If yes, please list the Commission Priority: Protecting Key Cultural and Historic Resources

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the application for the National Endowment for the Humanities Grant and authorize the Mayor to sign all documents associated with the application.

Attachments:

1. MO app - National Endowment for the Humanities

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE APPLICATION FOR A NATIONAL
ENDOWMENT FOR THE HUMANITIES GRANT IN THE AMOUNT OF \$150,000
TO BE USED TO DIGITALLY CAPTURE PADUCAH'S CULTURAL AND HISTORICAL
RESOURCES

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

SECTION 1. The City of Paducah hereby approves the execution of a grant
application to obtain a grant from the National Endowment for the Humanities (NEH) Division
of Preservation and Access, in the amount of \$150,000 to be used to photograph and video
cultural and historical structures and to develop an app for the public to access and learn about
Paducah's rich cultural history. This grant does not require a local cash match.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022

Recorded by Lindsay Parish, City Clerk, December 15, 2022

\\mo\grants\app – National Endowment for the Humanities

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Authorize the Mayor to enter into a contract with Atlas Roofing Contractors, Inc, in the amount of \$98,850.00 to replace rubber roof membrane at the West Kentucky Mausoleum, located in Oak Grove Cemetery - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark

Background Information: An RFP was issued September 15 for replacement of the rubber roof membrane at the West Kentucky Mausoleum in Oak Grove Cemetery. Without any response, the RFP was reissued October 20. 2 proposals were submitted. After review, Atlas Roofing Contractors, Inc. was selected for recommendation of a contract award for the project. Dependent upon weather, the project should be completed within 120 days of contract signing.

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

If yes, please list the Commission Priority: Facility Improvements

Communications Plan:

Funds Available: Account Name: Mausoleum Roof Project

Account Number: PA0127

Staff Recommendation: Approval

Attachments:

1. MO contract- Atlas Roofing - Mausoleum
2. Proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT IN THE AMOUNT OF \$98,850 WITH ATLAS ROOFING CONTRACTORS, INC. TO REPLACE THE RUBBER ROOF MEMBRANE AT THE WEST KENTUCKY MAUSOLEUM LOCATED IN OAK GROVE CEMETERY

WHEREAS, the City of Paducah issued a request for bids for the replacement of the rubber roof membrane at the West Kentucky Mausoleum in Oak Grove Cemetery; and

WHEREAS, two bids were received with Atlas Roofing Contractors, Inc. offering the recommended bid; and

WHEREAS, the City of Paducah now wishes to enter into an agreement with Atlas Roofing Contractors, Inc.

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

SECTION 1. That the City of Paducah hereby accepts the bid of Atlas Roofing Contractors, Inc. for services related to the replacement of the rubber roof membrane at the West Kentucky Mausoleum located in Oak Grove Cemetery, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Atlas Roofing Contractors, Inc. of November 3, 2022.

SECTION 2. That the Mayor is hereby authorized to execute a contract in the amount of \$98,850 with Atlas Roofing Contractors, Inc. to replace the rubber roof membrane at the West Kentucky Mausoleum located in Oak Grove Cemetery.

SECTION 3. This expenditure shall be paid from the Mausoleum Roof Project, Account Number PA0127.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022
Recorded by Lindsay Parish City Clerk, December 15, 2022
MO\contract- Atlas Roofing - Mausoleum

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Approve a Municipal Order to update and establish facility reservation rates for Parks and Recreation facilities - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark

Background Information: Introduce Municipal Order to update reservation rates for facilities in the City's Parks and Recreation 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: Approval

Attachments:

1. MO Park Facilities Fees 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING A SCHEDULE OF FEES FOR PARKS AND RECREATION FACILITIES LOCATED IN CITY PARKS IN THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO CHAPTER 70, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah offers facilities on a first come first serve basis, as appropriate, for the citizens of Paducah/McCracken County to gather and recreate in public parks; and

WHEREAS, the city of Paducah offers facilities on a reservation basis with a fee, as appropriate, for the citizens of Paducah/McCracken County to hold private gatherings in city parks; and

WHEREAS, the Board of Commissioners desires to provide facilities located in city parks available for public use on a first come first serve basis, or with a reservation and fee.

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

SECTION 1. That the City Commission hereby authorizes a schedule of fees, as set out below, for facilities located in city parks in the City of Paducah, pursuant to the Code of Ordinances of the City of Paducah, Kentucky, Section 70-32, *Public parks, playgrounds, and recreational areas available to the public.*

<u>Parks Facilities</u>	<u>Fee</u>
Small Shelters (up to 10 people)	\$25/day
Medium Shelters (up to 30 people)	\$50/day
Large Shelters (up to 150 people)	\$75/day
Noble Park Pavilion (Shelter 16)	\$100/day
Wilson Stage	\$100/day
Bandstand	\$75/day
Amphitheater	\$100/day
Baseball/Softball Fields	\$10/hr
Water Access	\$15/spigot
Electrical Access	\$30/box

Buildings

Arts and Crafts Building	\$75/day
Anna Baumer	\$75/day
Recreation Center:	
Full Day rental	\$400/day
Hourly rate (up to 4 hours)	\$30/hr
Non-profit rate	\$300/day
Noble Park Pool	\$200/hr

Park Closures (Permitted Special Events Only):

Noble Park	\$100/hr
Coleman Park	\$30/hr

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners December 15, 2022
Recorded by Lindsay Parish, City Clerk December 15, 2022
\\mo\\Park Facilities Fees 2022

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Authorize a Funding Agreement with the Paducah-McCracken County Riverport Authority in an amount of \$90,000 - **M. SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen, Daron Jordan, Lindsay Parish

Presentation By: Michelle Smolen

Background Information: The Paducah-McCracken Riverport Authority is a full-service inland port facility which drives economic development and serves as a national hub for river transport.

The Riverport Authority has recently undertaken projects to modernize and upgrade the port's infrastructure and has requested \$90,000 from the City of Paducah and \$90,000 from the County of McCracken to assist with the modernization. Specifically, the funds will be used to construct a new bulk commodity receiving hopper, purchase a telescopic aerial manlift, provide a new mussel survey and sonar survey, and provide a portion of the funding related to dredging costs. The funding will be provided in a lump sum amount with specific reporting requirements. The breakdown of costs is as follows:

- \$36,250 - construction of a new bulk commodity receiving hopper at the bulk commodity river berth
- \$30,000 - purchase of a telescopic aerial manlift.
- \$10,000 - mussel survey and sonar survey in association with dredging of the bulk commodity river berth.
- \$13,750 - dredging services.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Project Account Riverport

Account Number: ED0117

Staff Recommendation: Approval.

Attachments:

1. MO agree – Riverport Funding Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FUNDING AGREEMENT
WITH THE PADUCAH-MCCRACKEN COUNTY RIVERPORT IN AN AMOUNT OF
\$90,000 FOR SPECIFIC PURCHASES AND SERVICES RELATED TO
MODERNIZATION OF THE RIVERPORT AND AUTHORIZING THE EXECUTION
OF ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to
execute a Funding Agreement (hereinafter the “Agreement”) in an amount of \$90,000 with the
Paducah-McCracken County Riverport Authority in substantially the form attached hereto and
made part hereof (Exhibit A).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022
Recorded by Lindsay Parish, City Clerk, December 15, 2022
mo/agree – Riverport Funding Agreement

EXHIBIT A
FUNDING AGREEMENT
PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY

This Funding Agreement, effective this _____ day of _____, 2022, by and between the **CITY OF PADUCAH** (hereinafter “City”) and the **PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY** (hereinafter “Riverport Authority”), a body corporate and politic created by the ordinances of the City of Paducah, Kentucky, and McCracken County, Kentucky pursuant to authority granted by the legislature of the Commonwealth of Kentucky in KRS 65.510.

WITNESSETH:

WHEREAS, the Riverport Authority is a full-service inland port facility which drives economic development and serves as a national hub for river transport; and

WHEREAS, the Riverport Authority has undertaken projects to modernize and upgrade the port’s infrastructure; and

WHEREAS, the Riverport Authority has requested \$90,000 from the City of Paducah and \$90,000 from the County of McCracken to fund the construction of a new bulk commodity receiving hopper, the purchase of a telescopic aerial manlift, new mussel survey and sonar survey, and a portion of dredging costs; and

WHEREAS, said expenditure constitutes a public purpose expenditure in accordance with Kentucky Constitution Section 171; and

WHEREAS, the City of Paducah now desires to enter into a Funding Agreement with the Riverport Authority setting forth the terms and conditions under which the funding shall be granted.

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

SECTION 1: TERM

The term of this contract shall be from the effective date of the contract until all funds are expended by the Riverport Authority and all accountings have been provided pursuant to Section 5 below.

SECTION 2: TERMINATION

Either party may terminate this Funding Agreement upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: PAYMENT

The City of Paducah shall make payment to the Riverport Authority in the one-time lump sum amount of \$90,000 which shall be allocated as defined in Section 4.

SECTION 4: OBJECTIVES AND SERVICES

The Riverport Authority shall allocate the \$90,000 funding from the City in the following manner:

1. An amount of \$36,250 shall be allocated for the construction of a new bulk commodity receiving hopper at the bulk commodity river berth.
2. An amount of \$30,000 shall be allocated toward the purchase of a telescopic aerial manlift.
3. An amount of \$10,000 shall be allocated toward a mussel survey and sonar survey in association with dredging of the bulk commodity river berth.
4. An amount of \$13,750 shall be allocated for dredging services.

SECTION 5: ACCOUNTING

- (A) The Riverport Authority shall provide the City of Paducah an accounting of all expenditures related to the allocations of funds provided by the City of Paducah as they are expended.
- (B) The Riverport Authority shall provide the City of Paducah their annual financial audit report to the City of Paducah within two weeks of its completion.
- (C) Accountings required herein shall be addressed as follows:
City of Paducah
Attn: Lindsay Parish, City Clerk
300 S. 5th Street
Paducah, KY 42002
lparish@paducahky.gov

SECTION 6: ENTIRE AGREEMENT

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

SECTION 7: WITHDRAWAL OF FUNDS

Notwithstanding any other provision in this Funding Agreement, in the event it is determined that any funds provided to the Riverport Authority are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Funding Agreement without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

SECTION 8: MISCELLANEOUS

This document constitutes the sole agreement between the parties concerning the obligations specified herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof. This Agreement shall be governed by and

construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts of Kentucky with respect to all matters arising out of or related to this agreement. No amendment or modification of the terms or conditions of this Agreement will be valid unless in writing and signed by both parties. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

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

CITY OF PADUCAH

By _____

Title _____

Date: _____

PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY

By _____

Title _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Kentucky Deferred Compensation (KDC) Joinder Agreement to Participate in the KY 401(k) and KY 457 Plan - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: In accordance with Kentucky Revised Statutes 18A.230-275, Kentucky Deferred Comp (KDC) is the plan administrator of the KY 401(k) Plan and KY 457 Plan for public employees. Under Kentucky law, local public employers may join KDC's plans through a Joinder Agreement. The attached Joinder Agreement replaces our existing Joinder Agreement for continued participation in Kentucky Deferred Comp for employees. Employees can participate in this benefit through payroll deductions into the 401(k) or 457 deferred compensation programs to save additional money for retirement.

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: Execute the Joinder Agreement with Kentucky Deferred Comp for continued participation in their plans as an employee benefit.

Attachments:

1. MO Joinder Agreement KDC 2022
2. 12 2022 KDC Joinder Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A KENTUCKY DEFERRED COMPENSATION JOINDER AGREEMENT TO PARTICIPATE IN THE KY 401(K) AND KY 457 PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230-18A.275 of the Kentucky Revised Statutes authorizing the creation of the Kentucky Public Employees' Deferred Compensation Authority Board of Trustees and the establishment of the Kentucky Public Employees' Deferred Compensation Authority (KDC); and

WHEREAS, the Commonwealth by KDC sponsors the Kentucky Employees' 457 Deferred Compensation Plan and the Kentucky Public Employees' 401(k) Deferred Compensation Plan which includes KDC's Deemed IRA Program (the Plans) for adoption by local governmental political subdivisions and units; and

WHEREAS, the Board of Commissioners wishes to adopt and enter that certain Joinder Agreement.

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

SECTION 1. That the City Commission hereby enters and adopts the Joinder Agreement with KDC for participation in the 457 Plan and the 401(k) Plan for the benefit of the City of Paducah's eligible employees.

SECTION 2. That the Mayor is hereby authorized and directed to execute the Joinder Agreement with KDC, which authorizes the KDC to administer the Plans on behalf of the City of Paducah, and to do all further acts to execute all further documents in writing, which the authorized signatory determines to be necessary or desirable in order to effect this Municipal Order.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners December 15, 2022
Recorded by Lindsay Parish, City Clerk December 15, 2022
\\mo\Joinder Agreement KDC 2022

RECEIVED
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**KENTUCKY EMPLOYEES' 457 DEFERRED COMPENSATION PLAN
and
KENTUCKY PUBLIC EMPLOYEES' 401(k) DEFERRED COMPENSATION PLAN**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Agreement") is executed this ____ day of _____, 20__, by and between the KENTUCKY PUBLIC EMPLOYEES' DEFERRED COMPENSATION AUTHORITY (hereinafter "KDC") and _____ (hereinafter "Participating Employer" or "Employer").

WITNESSETH:

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230 through 18A.275 of the Kentucky Revised Statutes ("KRS") creating the Board of Trustees of KDC (the "Board"); and

WHEREAS, KDC is authorized by such legislation to implement and administer the Kentucky Employees' 457 Deferred Compensation Plan ("457 Plan") and the Kentucky Public Employees' 401(k) Deferred Compensation Plan, which includes the Deemed IRA Program ("401(k) Plan", the 457 Plan and the 401(k) Plan are hereinafter referred to together as the "Plans"); and

WHEREAS, the Board adopted the Kentucky Employees' 457 Deferred Compensation Trust (2012), the Kentucky Public Employees' 401(k) Deferred Compensation Trust and Kentucky Public Employees' Deferred Compensation Authority Deemed IRA Trust (together, the "Trusts") in connection with the Plans to hold and invest assets of the Plans for the exclusive benefit of the Participants of the Plans; and

WHEREAS, Employer is authorized and has, by act of its governing body, elected to participate in the Plans for the benefit of its employees; and

WHEREAS, KDC acts as plan administrator of the Plans; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have their meanings as defined in the Plans, and such terms shall be hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, the parties do agree as follows:

1. APPOINTMENT OF KDC AS AGENT OF EMPLOYER.

(a) Employer has adopted the Plans as a Participating Employer. A copy of the Plans and related Trusts are available upon request. The Plans shall be administered by KDC. Employer appoints KDC, as its agent, to (i) execute Participation Agreements with any Employee of Employer by which he/she becomes a Participant of the Plans; (ii) enroll all Employees in the Plans; and (iii) administer the Plans on behalf of Employer in accordance with the terms of the Plans, KDC procedures and this Agreement. Each Employee shall be eligible for KDC's Deemed IRA Program.

(b) Employer authorizes KDC to perform any and all other acts incidental to the administration of the Plans. It is the intention of this Section 1 to confer upon KDC the authority to perform all administrative acts, in the name of Employer, which Employer is permitted or obligated under the Plans to perform, without regard to whether such act is mandatory or discretionary. Employer agrees to be bound by the terms of the Plans currently in effect and as may be amended.

(c) Employer shall perform those functions which are specifically enumerated in KDC's procedures and shall disclose to KDC such information as may be required for tax law compliance. KDC may rely on such information for all Plan purposes. Employer shall contribute to the Trusts all Employee deferrals within 15 days after payday.

(d) If Employer sponsors any other deferred compensation, 401(k) plan(s) other than the Plans or any tax-sheltered programs, Employer shall have the sole responsibility to maintain compliance with applicable tax provisions with respect to such plans, including, but not limited to, combined contribution limits.

2. ENROLLMENT PROCEDURES, WITHHOLDING AND REPORTING.

(a) Employer adopts, consents to and agrees to act in accordance with the procedures for the enrollment of all Employees, the withholding of deferred amounts, reporting of contributions and distributions, and the remittance of the deferred amounts to the Trusts, and where applicable, taking appropriate corrective measures as determined by KDC for maintaining compliance with Plan terms and the requirements of law. KDC shall not be responsible for the collection of any Contributions to the Plans. Employer shall submit payroll information and deposit contributions through KDC's e-pay system, FAST Pay secure portal, or its equivalent.

(b) Employer agrees to deliver a Participation Agreement to each eligible part-time Employee in accordance with applicable federal tax law and Plan provisions. Any costs, liabilities and expenses resulting from Employer's failure to do so shall be paid by Employer and not KDC.

(c) KDC may direct Employer with respect to such corrective measures to ensure compliance with the Plans and applicable law.

(d) Employer shall update and return the Employer Data Sheet attached hereto. Employer shall also deliver Employer-related information upon request of KDC. Employer represents and warrants to KDC that all such information is complete and accurate.

3. CONFIDENTIALITY. Employer understands and consents to KDC's use and disclosure of any and all information delivered by Employer to KDC to carry out the purposes of this Agreement, including but not limited to, disclosure of information to federal and state agencies with jurisdiction over the Plans or Trusts.

4. COMMUNICATION WITH PARTICIPANTS. Employer agrees that it will not communicate with Employees or Participants concerning KDC or the Plans unless such communication has been approved in advance by KDC.

5. TERM. The term of this Agreement shall be for a period beginning on the date of its execution and ending on the date there are no accounts of Employer's Employees remaining in the Plans. This Agreement replaces and supersedes any Joinder Agreement entered into by the parties prior to the effective date of this Agreement.

6. AMENDMENT. This Agreement may be amended in writing signed by both parties. In addition, KDC may amend this Agreement by delivery of written amendment to the Employer. If Employer does not object in writing to the amendment within 90 days of receipt, this Agreement shall be deemed amended in accordance with such written amendment.

7. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement which shall be effective as of the date first written above.

KENTUCKY PUBLIC EMPLOYEES'
DEFERRED COMPENSATION AUTHORITY

EMPLOYER:

By: _____

Title: Executive Director

By: _____
(Authorized Signatory)

Name: _____
(please print)

Title: _____

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Accept Cost Overruns Associated with the Senior Center Project as required by CDBG and Authorize a Subrecipient Agreement to pass along said Cost Overruns to the Paducah-McCracken County Senior Center - **H. REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The City of Paducah applied for and received a Community Development Block Grant in the amount of \$1,000,000 on behalf of the Paducah-McCracken County Senior Center to assist with the purchase of a lot at 1600 Kentucky Avenue and the building of a new 7,000 square foot facility. The Commission authorized Municipal Order 2669 on October 25, 2022 to accept the grant. A subrecipient agreement is required between the City of Paducah and the Senior Center in order for the Senior Center to receive the grant funds.

In addition, the Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires a resolution stating that the City will be responsible for all cost overruns associated with the project. This action also authorizes the City to pass along the responsibility for cost overruns to the Paducah-McCracken County Senior Center through an agreement between the City and the Senior Center.

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 resolution to accept all cost overruns for the Community Development Block Grant.

Attachments:

1. MO Subrecipient Agreement Senior Citizens Center 2022 – Cost Overruns
2. Subrecipient Exhibits

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO ACCEPT COST OVERRUNS AS IT RELATES TO THE PADUCAH-MCCRACKEN COUNTY SENIOR CENTER PROJECT AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT, AUTHORIZING A SUBRECIPIENT AGREEMENT FOR THE ADMINISTRATION AND DISBURSEMENT OF GRANT FUNDS AND TO MAKE THE PADUCAH-MCCRACKEN COUNTY SENIOR CENTER RESPONSIBLE FOR ALL COST OVERRUNS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for and received a Community Development Block Grant in the amount of \$1,000,000 on behalf of the Paducah-McCracken County Senior Center to assist with the purchase of a lot at 1600 Kentucky Avenue and the building of a new 7,000 square foot facility; and

WHEREAS, the Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires a formal statement that the City will be responsible for all cost overruns associated with the project; and

WHEREAS, to initiate the grant, the City and the Paducah-McCracken County Senior Center must enter into a Subrecipient Agreement which addresses the administration and disbursement of the grant funds, and the ownership, use and maintenance of the Project Facilities; and

WHEREAS, said Subrecipient Agreement shall make the Paducah-McCracken County Senior Center responsible for all cost overruns related to the project.

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

SECTION 1. That the City Commission hereby accepts cost overruns related to the Paducah-McCracken County Senior Center Project as required under the requirements of the Community Development Block Grant.

SECTION 2. That the Mayor is hereby authorized and directed to execute the Subrecipient Agreement in substantially the form attached hereto and made part hereof (Exhibit A), with the Paducah-McCracken County Senior Citizens, Inc. and all documents related to same. Further, the Paducah-McCracken County Senior Citizens, Inc. shall be responsible for all cost overruns related to the Project.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners December 15, 2022

Recorded by Lindsay Parish, City Clerk December 15, 2022

\mo\Subrecipient Agreement Senior Citizens Center 2022 – Cost Overruns

SUBRECIPIENT AGREEMENT

THIS SUBRECIPEINT AGREEMENT (“Agreement”) is made this ____ day of December, 2022, by and between the **CITY OF PADUCAH, KENTUCKY**, hereinafter referred to as the “City,” and **PADUCAH-MCCRACKEN COUNTY SENIOR CITIZENS, INC.** hereinafter referred to as “Subrecipient.”

W I T N E S S E T H :

WHEREAS, the Department for Local Government of the Commonwealth of Kentucky (the “Commonwealth”) has approved a \$1,000,000.00 Community Development Block Grant for the construction of a new senior citizens center (the “Project”); and

WHEREAS, the Commonwealth and the City have entered into a Grant Agreement which authorizes the City to administer the grant in accordance with the terms and directives under that agreement; and

WHEREAS, to initiate the grant, the City and the Subrecipient must enter into a legally binding agreement which addresses the administration and disbursement of the grant funds, and the ownership, use and maintenance of the Project Facilities.

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties do hereby agree to enter into this legally binding Agreement, and to be legally bound to all of the terms that are contained under this Agreement.

A. TERMS AND CONDITIONS OF GRANT

This Agreement shall incorporate all of the terms, restrictions, conditions, limitations, and reservations that are contained under the Grant Agreement between the City and the Commonwealth of Kentucky including all attached Exhibits, the Memorandum of Agreement Standard Terms and Conditions, the Application, all State and Federal Requirements to which the Grant Agreement and Application refer or apply, any applicable administrative regulations, and any amendments or modifications to any of the above referenced requirements. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, capitalized terms shall have the meaning ascribed to them in the Grant Agreement.

Subrecipient agrees to comply with all terms of the Grant Agreement including the following:

- (1) The Grant Funds shall only be used for the specific purposes and in the budgeted amounts that are described in the Exhibits to the Grant Agreement, all of which Exhibits are incorporated into this Agreement.
- (2) The Commonwealth has the right to reduce the amount of the Grant (i) to conform to any revision that the Commonwealth makes to the Exhibits, (ii) if the actual costs for the

Subrecipient's Activities are lower than the amounts reflected in the Exhibits, or (iii) if the investment by the Subrecipient is less than the amount reflected in the Exhibits.

(3) The Commonwealth has the right to terminate the Grant in accordance with the terms of the Grant Agreement without incurring any liability to the City or Subrecipient.

(4) In the event the Commonwealth and the City approve the payment of an improper or unauthorized disbursement of Grant Funds, such approval shall not preclude the Commonwealth or the City from challenging the validity of the disbursement, or from enforcing their respective rights and remedies under the Grant Agreement and this Agreement, or from taking any corrective or remedial administrative action on the disbursement, which may include the suspension or termination of the disbursement.

(5) The City must administer the Grant in strict accordance with the terms of this Agreement and the Grant Agreement, and may only make disbursements for the costs that are permitted under those agreements and approved by the Commonwealth.

(6) No Grant Funds may be disbursed under the Grant Agreement until all of the following conditions for disbursement, including those contained in Paragraph 3 of the Grant Agreement and accompanying Exhibits, have been fully satisfied:

(a) The Commonwealth has issued the environmental clearance required by 24 CFR Part 58;

(b) The Commonwealth has approved the required evidentiary materials specified in Exhibit "D" to the Grant Agreement;

(c) The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the City's ability to draw grant funds;

(d) All certifications and materials that are required under the Grant Agreement and Exhibit D have been submitted to and approved by the Commonwealth;

(f) The City and the Subrecipient have complied with all of the terms, conditions and requirements that are contained under the Grant Agreement;

(g) The Subrecipient has actually incurred the costs that are budgeted in Exhibit C to the Grant Agreement, unless otherwise approved by the Commonwealth in writing;

(h) The Subrecipient must be in full compliance with all of its representations, warranties, covenants, obligations and undertakings under this Agreement.

(7) The disposition of any surplus grant funds that remain following completion of the Project, or the termination of the Grant Agreement or this Agreement, or termination of the Project for any cause, shall be distributed in accordance with closeout procedures then in effect or established by the Commonwealth including provisions of OMB Omni Circular

B. DISBURSEMENT PROCEDURE

The Subrecipient shall have the right to apply for monthly disbursements of Grant Funds to cover the budgeted costs that Subrecipient has actually incurred in the construction of the Project. These disbursements shall be subject to and governed by the following terms and conditions:

(1) To obtain a disbursement of Grant Funds, that Subrecipient must satisfy all of the following conditions:

(a) The Subrecipient must submit a written request for each disbursement. Each written request shall contain the following information:

(i) The amount of the disbursement that is being requested;

(ii) An itemization of the costs that are a part of the requested disbursement, and the invoices that evidence those costs;

(iii) A statement of the total cost of construction that the Subrecipient has incurred through the date of the written request;

(iv) A statement of the total cost of construction that the Subrecipient has paid through the date of the written request;

(v) A certification that the itemized costs are a part of the budgeted costs that are contained in Exhibit "C" to the Grant Agreement; and

(vi) Such other information as the City may request.

(b) The Subrecipient must provide the City with interim mechanics' or materialmen lien waivers duly executed by each contractor, subcontractor and material provider that contains (i) a statement of the total amount that was paid to each party, and (ii) a release of that party's lien interest against the Project Facilities to the extent of the amount paid;

(c) The Subrecipient must provide the City with (i) a copy of the invoices that evidence the costs, (ii) all of the other documents and certifications that are required under this Agreement and the Grant Agreement, and (iii) any other document and certification that the City may request during its evaluation of the Subrecipient's request;

(d) The Subrecipient must be in full compliance with all of its representations, warranties, covenants, obligations and undertakings under this Agreement;

(e) All of the conditions outlined under the Grant Agreement have been fully satisfied in accordance with the terms of that agreement; and

(2) The City shall have the right to consult with any person or review any record or document to verify the information that is contained in the Subrecipient's written request. The City shall also have the right to inspect the Project site to ensure that the Subrecipient is in compliance with the terms of this Agreement.

(3) In the event the City determines that the Subrecipient has complied with all of the conditions precedent under this Section, the City shall approve the Subrecipient's request, and thereafter provide the Subrecipient with a disbursement of Grant Funds in the amount of the written request. The City shall make the disbursement within five (5) days following its receipt of the Grant Funds. The Subrecipient shall use the Grant Funds to pay the costs that were itemized in the Subrecipient's request, and for no other purpose. The Subrecipient shall provide the City with a written itemization of all of the payments that were made from the Grant Funds, and a copy of the checks and written receipts that were issued from those payments.

(4) In the event the City determines that the Subrecipient has not complied with all of the conditions precedent under this Section, the City shall provide the Subrecipient with a written notice of its determination, and the specific reasons for that determination. In such event, the City shall have the right, in its absolute discretion, to (i) refuse the Subrecipient's request for a disbursement until such time that all conditions precedent have been satisfied to the City's satisfaction, or (ii) approve such portion of the Subrecipient's request that the City deems appropriate.

(5) The City shall have the right to pay any part of an approved disbursement directly to the contractors, subcontractors, and material providers on the Project. All such payments shall be deemed a part of the Grant Funds that are disbursed under this Agreement.

(6) No disbursement of Grant Funds to the Subrecipient shall be deemed to be an assignment of those funds. It is understood and agreed that Subrecipient shall not succeed to any rights, benefits or advantages of the City under the Grant Agreement, nor attain the City's rights, benefits and advantages under that agreement.

C. CONSTRUCTION OF PROJECT

The Subrecipient shall ensure that the Project is constructed in accordance with the following provisions:

(1) The Subrecipient shall perform all of the construction work that is required for construction of an approximately 7,000 square foot senior center addition, including a new full-service kitchen, social distancing space for congregate gatherings, open-air concept interior, and improved ventilation system (the "Project Facilities").

(2) The Subrecipient shall obtain competitive bids for the construction work that is required for the Project, and award contracts for that work based on the "lowest and best" standard as reasonably determined by the Subrecipient after consultation with the City. The Subrecipient shall advertise for bids within three (3) months following the date of the Grant Agreement, and shall award the contract(s) within four (4) months of the date of the Grant Agreement. The Subrecipient will include in the bid document a requirement that the contractor erect a project sign according to CDBG specifications. The City shall have the right, but not the duty, to supervise and reasonably control all aspects of the bid and award process to ensure that the bids and awards incorporate all of the prevailing wages and other matters that are required under this Agreement and the Grant Agreement, and to ensure that the advertisement and award process is carried out in

accordance with all applicable legal requirements. In the event the Subrecipient is unable or fails to carry out the advertisement and awards within the time periods provided under this Section, the Subrecipient shall notify the Commonwealth of its failure, and shall thereafter reapply for the Grant when the project is ready to bid.

(3) The Subrecipient shall provide the City with the name and address of each contractor and subcontractor that it intends to engage for the construction of the Project, and a copy of the proposed construction agreement that defines the terms of the engagement. All construction agreements must be approved by the City and the Commonwealth to ensure that the contractors and subcontractors have not been debarred or suspended by any federal or state agency, and to insure the City and the Commonwealth are informed of the contractual arrangements for the work that is to be performed. The Subrecipient shall ensure that Davis-Bacon wage rates will be incorporated into all construction contracts where applicable, and will further ensure that all construction contracts comply with applicable federal and state laws and the contract requirements as stated in the Grant Agreement and Exhibits.

(4) The Subrecipient shall ensure that all permits, licenses, and approvals that are required for the Project have been timely procured, and that all fees, taxes, charges, and other costs relating thereto are timely paid. The Subrecipient shall also ensure that all of its contractors and subcontractors are fully qualified and properly licensed for the work they are to perform, and are bonded and insured in accordance with the terms of this Agreement, and all applicable state and federal requirements.

(5) The Subrecipient will be responsible for all cost overruns related to the Project and will adopt a resolution to such effect. In no event will the City be responsible for such overruns, and, in the event that any cost overruns are incurred by the City, the Subrecipient agrees to reimburse the City therefor.

(6) The Subrecipient shall ensure that the construction work is performed in a timely and workmanlike manner that is in accordance with generally accepted construction practices. The Subrecipient shall also ensure that the construction work is performed in accordance with the approved plans and specifications of the Project.

(7) The Subrecipient shall ensure that all material and equipment is installed in accordance with the approved plans and specifications. The Commonwealth must be notified prior to all appliance and equipment purchases. The Subrecipient will ensure that appliances and equipment installed in the Project Facilities are permanently fixed to the facility and unable to be removed. The Subrecipient shall not provide any substitute material or equipment without the prior written approval of the City and the Commonwealth. In the event any substitute material or equipment is approved, the Subrecipient shall ensure that the substituted material is procured and installed in a timely and proper manner.

(8) The Subrecipient shall ensure that all of the construction work is performed in accordance with all applicable building codes, and in compliance with all applicable federal, state, and local law, including all ADA and UFAS requirements. The Subrecipient shall also ensure that all contractors and subcontractors comply with all of the legal and contractual requirements that

are referenced in this Agreement and the Grant Agreement, including all Exhibits that attached thereto.

(9) The Subrecipient shall ensure that all of its contractors and subcontractors comply with all applicable federal and state OSHA requirements and procedures, and with all of the safety policies and procedures that are required under this Agreement and the Grant Agreement. The Subrecipient shall supervise the performance of the construction work to ensure that the contractors and subcontractors, and their employees and agents, are causing the work to be performed in a safe and reasonable manner.

(10) The Subrecipient shall ensure that all costs and expenses of the construction work are paid as the work is being performed. The Subrecipient shall also ensure that all its contractors and subcontractors have paid all of the prevailing wages that are required for the Project, and all of the other costs and expenses that they incurred during the performance of their work. In the event a lien is filed against the Project Facilities as a result of an unpaid account, the Subrecipient shall cause the lien to be released by providing sufficient bond within seven (7) business days following the date of filing. The Subrecipient shall provide the City with interim lien waivers to evidence the Subrecipient's compliance with its obligations under this paragraph.

(11) The Subrecipient shall ensure that all of its employees who are engaged in the Project are provided workers compensation coverage in accordance with Kentucky law. The Subrecipient shall also ensure that all of its contractors and subcontractors provide the same workers compensation coverage for their employees.

(12) The Subrecipient shall obtain all of the City business licenses that are required for the Project, and submit all of the returns and taxes that are associated therewith. The Subrecipient shall also ensure that its contractors and subcontractors comply with the same requirements.

(13) The City shall have the right, but not the duty, to inspect the construction work at any time to ensure that the work is being performed in compliance with the approved plans and specifications. In the event the City determines that any part of the work is noncompliant as determined by a licensed professional with expertise in the noncompliant matter, the City shall provide the Subrecipient with written notice of its determination, and a description of the noncompliance. Upon receipt of that written notice, the Subrecipient and its contractor shall have the right to protest the non-compliance, and present evidence that supports its position. In the event the parties cannot resolve the matter, the parties shall submit the matter to the Commonwealth for resolution. The determination of the Commonwealth shall be final and binding. In the event the Commonwealth finds in favor of the City, the Subrecipient shall cure and remedy the nonconforming work to the satisfaction of the City as soon as reasonably practicable.

(14) The Commonwealth may consider program amendments that are initiated by the City, the Subrecipient, or by the Commonwealth. A program amendment shall mean a change in an approved program which (i) is a new activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. Any amendments will be made in accordance with the procedures set forth in the Kentucky Community Development Block Grant Handbook established by the Commonwealth.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS

This Agreement, and the Subrecipient's eligibility to receive the disbursements of Grant Funds under this Agreement, is based on the Subrecipient's compliance with all of the representations, warranties and covenants under this Section. The Subrecipient certifies that all of the representations and warranties made under this Section are true, accurate and complete.

(1) The Subrecipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the Federal and State laws and regulations that are referenced in this Agreement.

(2) The Subrecipient's board of directors has enacted a resolution which authorizes the execution and delivery of this Agreement.

(3) There is no action, proceeding, or investigation now pending or threatened which (i) questions the validity of this Agreement, or any action taken or to be taken under this Agreement, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Subrecipient which would impair the Subrecipient's ability to perform any of its obligations and undertakings under this Agreement.

(4) The representations, statements, and other matters contained in the Application are true and complete in all material respects. The Subrecipient is not aware of any event which would make such representations, statements, and other matters misleading in any material respect.

(5) The Subrecipient has obtained all Federal, State and local government approvals and reviews that are required for the Project.

(6) The Recipient is not in material violation of its Articles or Bylaws, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation.

(7) No Federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(8) The Subrecipient shall fully comply with all of the "Local Development Authority Activities" contained in Exhibit B-2 and other contractual and legal requirements that are contained in the Grant Agreement.

(9) The Subrecipient shall fully comply with the terms of the Grant Agreement, including the Memorandum of Agreement Standard Terms and Conditions, and with all of the federal and state laws and legal requirements applicable to this Agreement.

(10) The Subrecipient shall comply with all of the Project financial activities.

(11) The Subrecipient shall use its best efforts to ensure the completion of the Project prior to

expiration of the Grant Agreement.

(12) The representations, warranties and covenants under this Section shall remain in full force and effect until such time that the representations, warranties and covenants are barred by applicable law.

E. PRESERVATION OF PROJECT FACILITIES

The Subrecipient shall maintain the Project Facilities in accordance with the provisions under this Section:

(1) The Subrecipient shall ensure that the Project Facilities are used to provide services to senior citizens, a clientele presumed to benefit 100 percent low and moderate-income persons for a minimum period of five (5) years following the Close Out Date of the Project. The Project Facilities shall not be used for the general conduct of government.

(2) The Subrecipient shall maintain the Project Facilities in a continuous state of good condition and repair, and shall assume and pay all costs and expenses of maintaining, repairing, and replacing any component that is a part of the Project Facilities. The Subrecipient shall also pay any charges that are due under any service contract with respect to the maintenance and repair of the Project Facilities.

(3) The Subrecipient shall maintain fire and casualty insurance on the Project Facilities of not less than the replacement value of the Project Facilities as determined by the City, which coverage shall name the City as the primary named insured. The Subrecipient shall also maintain comprehensive general liability coverage on the Project Facilities under which the City will be held harmless and named as a loss payee, stipulating limits of liability of not less than Two Million Dollars (\$2,000,000.00) in accidents affecting any one person, and not less than One Million Dollars (\$1,000,000.00) for property damage. The coverages provided under this paragraph shall be in such form and amounts as are acceptable to the City, and with such insurers as may be satisfactory to the City. All policies shall contain a provision whereby the policy cannot be cancelled except upon ten (10) days prior written notice. The Subrecipient shall provide the City with certificates that evidence the coverages to be provided under this Section, and all of the declaration sheets that are a part thereof.

(4) The Subrecipient shall pay all taxes, assessments, and other governmental charges that are levied or imposed on the Project Facilities. The Subrecipient shall furnish the City with satisfactory proof that such payment has been made before such taxes, assessments, or fees become delinquent.

(5) The Subrecipient shall provide the City written notice of any damage or destruction to the Project Facilities. If all or any part of the Project Facilities shall be damaged or destroyed by a casualty covered by insurance, the City shall be authorized and empowered to make and file any proof of loss that is required for reimbursement for such damage or destruction. The Subrecipient hereby authorizes and empowers the City as its true and lawful attorney-in-fact with full power of attorney to act for and in behalf of the Subrecipient to compromise and settle any claim relating to any damage or destruction to the Project Facilities, and to collect any insurance

proceeds which are paid on the account of such damage or destruction. The Subrecipient shall have the right to use the insurance proceeds for the repair or reconstruction of the Project Facilities, provided the Subrecipient agrees to pay any additional costs that may be required to complete the repair and restoration.

(6) The City and Subrecipient will comply with all provisions of CFR 570.489(e)(1)(iv) with regard to Program Income and Miscellaneous Receipts.

F. LIMITATIONS OF LIABILITY AND INDEMNITY

The City shall be entitled to all of the limitations of liability and indemnities that are provided under this Section. The Subrecipient hereby agrees to accept these limitations and indemnities, and to be fully bound to same.

(1) The City shall not be liable to the Subrecipient or any other party for any cost or expense of the Project. The Subrecipient shall assume and pay all of the costs and expenses that are directly or indirectly related to the Project, including but not limited to the costs of constructing the Project (including amounts owed to contractor, subcontractors and material providers); professional fees; site preparation costs; permit and inspection fees and other governmental charges; shipment, delivery and storage charges; administrative and overtime costs; employee wages; worker compensation and unemployment charges; property and liability insurance premiums; federal and state income, sales and property taxes; cost overruns and shortages, etc. The Subrecipient shall indemnify the City and save it harmless from all of the costs and expenses of the Project, including the costs and expenses that are referenced under this Section; excepting, however, any costs and expenses that arise from the City's gross negligence or willful misconduct. In the event the City is required to pay any cost or expense of the Project that is not excepted hereunder, or voluntarily agrees to pay any of those costs and expenses, the Subrecipient shall reimburse the City for such cost and expense immediately upon the City's written demand; excepting, however, any costs and expenses that result from the City's gross negligence or willful misconduct. Any unpaid costs and expense shall accrue interest at the rate of eight percent per annum.

(2) The City shall not be liable to the Subrecipient or any other person for any good faith act or omission taken by its officers and employees during the administration of the Grant, notwithstanding that such act or omission may constitute negligence or malfeasance. The Subrecipient hereby waives and releases any and all claims, demands, and causes of action that the Subrecipient may have against the City (and its officers, employees and insurers) for any act or omission that is taken in the administration of the Grant, excepting acts or omissions that constitute gross negligence or willful misconduct. In addition thereto, the Subrecipient also expressly waives and relinquishes any claim for consequential and incidental damages, including compensatory damages and loss of profits.

(3) The City shall not be liable to the Subrecipient or any other party for the construction of the Project, or for any liability that may arise therefrom, including liability for any injuries, losses, damages that are sustained by the Subrecipient or the Subrecipient's officers and employees, or by any third parties, including but not limited to the Subrecipient's contractors and

subcontractors, and their officers and employees, and other persons who are unrelated to the Project.

(4) The Subrecipient hereby releases and discharges City from and shall fully protect, indemnify, and keep and save City harmless from any and all claims, liabilities, costs, damages, and expenses, incident to injury (including injury resulting in death) of persons or damages to or destruction of property, arising out of or in any way connected with the Project, and the construction, use and operation of the Project Facilities. This indemnity shall apply to any liability that arises from any act or omission of the Subrecipient, or its officers, employees, agents, invitees and licensees, or its contractors and sub-subcontractors, to the extent not caused by the City's gross negligence or willful misconduct.

(5) The indemnities under this Section shall remain in full force and effect until all indemnified claims, demands and causes of actions are finally adjudicated, or are barred by applicable law.

G. RECORDS AND INSPECTION

(1) The Subrecipient shall keep and maintain all of the following records and documents at its principal place of business for a period of five (5) years following the Close Out Date of the Project:

(a) All books, records, and other documents that reflect the amount and disposition of the Grant Funds, the total cost of the activities paid for in whole or in part with Grant Funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources;

(b) All financial records and documents relative to the disbursement of the Grant Funds or other funds identified in or required by the Grant agreement, including all ledgers, bank statements, contracts, invoices and reports;

(c) All other books, records and other documents that are required to be maintained under rules and regulations now or hereafter applicable to grants made under the CDGB Program.

(2)

The Subrecipient shall make all of its books, records and other documents available for inspection copying, audit, and examination at all reasonable times by a duly authorized representative of the City, Commonwealth, the United States Department of Housing and Urban Development ("HUD"), the General Accounting Office and the Inspector General of the United States.

(3) Any duly authorized representative of the City, the Commonwealth, or HUD shall, at all reasonable times, have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from the grant.

(4) The Subrecipient shall promptly furnish the City with all the records and reports that are required to be filed in accordance with any directives of the Commonwealth, or any statute, rule or regulation of HUD.

(5) In selecting the Subrecipient for the Grant, the Commonwealth and the City have relied, in material part, upon the representations of the Subrecipient that the Subrecipient (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to the completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project. Evidentiary materials submitted by the Subrecipient as Exhibit D to the Grant Agreement which have been submitted to and approved by the Commonwealth shall not be amended in any material respect without prior written approval of the Commonwealth. All documentary evidence of commitments submitted to the City and the Commonwealth for approval shall be in the form of either (i) a duplicate original, or (ii) a photographic copy of the fully executed original, of the documents.

I. DEFAULT AND REMEDIES

The Subrecipient's eligibility to receive the disbursements of Grant Funds under this Agreement is predicated on the Subrecipient's continued compliance with all of its obligations, undertakings, representations, warranties and covenants under the Application, the Grant Agreement and all Exhibits thereto, and this Agreement. Should the Subrecipient default in the performance of any of its obligations, undertakings, representations, warranties and covenants as are hereinafter defined, the City shall have all of the rights and remedies that are provided to the City under this Section.

(1) The Subrecipient shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:

(a) The Subrecipient intentionally uses any of the Grant Funds for an unauthorized purpose, or fails to remedy an unauthorized expenditure that was made in good faith within five (5) days following written notice from the City;

(b) The Subrecipient fails to comply with or perform any of its obligations, undertakings, representations, warranties, and covenants under the Application, the Grant Agreement, this Agreement, or any other agreement or document that is part of the Grant, within ten (10) days following written notice from the City; provided, however, that if, during that period of time, the Subrecipient takes immediate steps to cure its failure, but is unable to accomplish the cure within that period of time through no fault of its own, the Subrecipient shall be accorded an additional period not to exceed thirty (30) days within which to perform the cure, provided Subrecipient acts diligently in effectuating the cure.

(c) The Subrecipient contests the validity or enforceability of this Agreement or the Grant Agreement.

(d) The Subrecipient assigns this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the City and Commonwealth.

(e) A foreclosure or repossession action is taken against the Project Facilities, or a judgment creditor obtains possession of any of the Project Facilities by any means, including, without limitation, levy, distraint, replevin or self-help.

(f) The Subrecipient has provided the City or the Commonwealth with any financial statement, representation, warranty or certificate that is materially false, incorrect, or incomplete.

(g) The Subrecipient files any type of bankruptcy proceeding, including a proceeding for reorganization and readjustment of its debts, or a receiver or trustee is appointed to take control of the Subrecipient business or its assets.

(h) The Subrecipient fails to maintain sufficient funds to cover the costs of the Project and the Project Facilities, or the Subrecipient is otherwise financially unable to pay the costs relating thereto.

(2) Upon the occurrence of an event of default, the City shall have the absolute and unconditional right to exercise each and every of the following remedies:

(a) The City shall have the right to terminate this Agreement, and to refuse any further requests for disbursements of Grant Funds.

(b) The City shall have the right to require the Subrecipient to specifically perform its obligations and undertakings under this Agreement.

(c) The City shall have the right to recover all of the Grant Funds that were provided to the Subrecipient under this Agreement, and all of its costs and expenses in enforcing its rights and remedies under this Agreement.

(d) The City shall have the right to take immediate control and possession of the Project Facilities.

(e) The City shall have the right, at its sole option, to perform the Subrecipient's obligations and undertakings in behalf of the Subrecipient, and to thereafter recover the costs and expenses of its performance from the Subrecipient. All expenditures made by the City under this paragraph shall be payable upon demand, and shall accrue interest at the rate of eight percent (8%).

(f) The City shall have all other rights and remedies that are provided under this Agreement and by law.

(g) The City's rights and remedies under this Section shall be deemed to be cumulative and shall be in addition to all the rights and remedies that are provided by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

J. TERMINATION OF AGREEMENT

The following provisions shall govern the termination of this Agreement, and the parties' rights and liabilities with respect thereto:

(1) The term of this Agreement shall coincide with the Grant Agreement, taking effect December 15, 2022 and expiring July 30, 2023. Any extension of the Grant Agreement shall apply

to this Agreement.

(2) This Agreement shall automatically terminate upon the completion of all closeout procedures that pertain to the Grant, including the close out procedures under the Single Audit Act, OMB Omni Circular, and the final settlement and conclusion of all of the issues arising out of the grant.

(3) Each party to the Grant, including the Commonwealth, shall have the right to terminate this Agreement for any reason. In the event a party elects to terminate this Agreement, the Subrecipient shall have no further right to receive any additional Grant Funds under this Agreement. In addition thereto, in the event the Subrecipient elects to terminate this Agreement, the City may declare this Agreement void from the beginning without further obligation to the Subrecipient. In such event, the Commonwealth shall have the right to recover all of the Grant Funds that were disbursed to the Subrecipient under this Agreement.

(4) The provisions under this Section shall not impair or otherwise affect the rights and remedies that are accorded to the City under Section I of this Agreement.

K. MISCELLANEOUS PROVISIONS

(1) **Notices.** All notices to the parties or to the Commonwealth shall be in writing and sent to each party at the address set forth on Exhibit A to the Grant Agreement, or such other address as may be furnished by the party.

(2) **Assignment.** No right, benefit, or advantage inuring to the Subrecipient under this Agreement and no burden imposed on the Subrecipient hereunder may be assigned without the prior written approval of the City and the Commonwealth.

(3) **Successors Bounds.** This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Subrecipient's successors.

(4) **Remedies Not Impaired.** No delay or omission of the City in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein. All rights and remedies of the City under this Agreement shall be cumulative.

(5) **Severability.** If any article, subsection, clause or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

(6) **Entire Agreement.** This Agreement, the Grant Agreement and other grant documents referenced herein constitute the entire agreement between the City and the Subrecipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.

(7) **Governing Law.** This Agreement shall be construed and governed in accordance

with Kentucky law, and any applicable federal law.

(8) **Waiver by the City.** No act by or on behalf of the City shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the City, and expressly stated to constitute such waiver.

(9) **Legal Relationship.** Nothing in this Agreement or the Grant Agreement, or any act taken under those agreements, shall be deemed or construed as creating any type of legal relationship between the parties, such as a limited or general partnership, joint venture or association, or any type of legal relationship with a third-party beneficiary.

(10) **Construction of Agreement.** This Agreement shall be construed in accordance with Kentucky law. All time periods under this Agreement shall be deemed of the essence.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CITY OF PADUCAH, KENTUCKY

**PADUCAH-MCCRACKEN COUNTY
SENIOR CITIZENS, INC.**

George Bray, Mayor

David Troutman, President

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me on this the ____ day of December, 2022, by George Bray, Mayor of the City of Paducah, Kentucky, on behalf of the City.

My commission expires: _____

Notary Public, State at Large, Kentucky

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me on this the ____ day of December, 2022, by David Troutman, President of the Paducah McCracken County Senior Citizens, Inc. on behalf of said corporation.

My commission expires: _____

Notary Public, State at Large, Kentucky

EXHIBIT B-1

DESCRIPTION OF RECIPIENT ACTIVITIES

Rider to Section 1-B (16). "Recipient Activities" for this Project shall consist of the following:

1. The Recipient agrees to perform activities as stated in the CDBG-CV application and given preliminary approval on October 21, 2022, as summarized below:
 - a. The Recipient, upon Release of Funds, will ensure the LDA, will commence the construction of an approximately 7,000 sf senior center addition located at 1600 Kentucky Avenue in Paducah, Kentucky to meet the increased demand for senior meals and access to essential senior services during the Covid 19 pandemic. Construction work to the senior center will include; new full service kitchen, social distancing space for congregate gatherings, open-air concept interior and improved ventilation system.
 - b. The Recipient will ensure that the design of the building complies with all ADA and UFAS requirements.
 - c. The Recipient will provide the necessary architectural design and inspection to complete items a and b.
 - d. The Recipient, will ensure the structure provides services to senior citizens, a clientele presumed to benefit 100 percent low and moderate-income persons, for a time period of no less than five (5) years from date of the project closeout, thereby, meeting the National Objective of low and moderate-income (LMI) benefit.
 - e. The Recipient will enter into a legally binding agreement with the LDA regarding the occupancy, administration, maintenance, repair and insurance of the building and address the handling of Program Income/Miscellaneous Receipts regulations promulgated in CFR 570.489(e)(1)(iv). This agreement will ensure compliance with all relevant Federal requirements and establish a legal basis for action if those terms and conditions are not met. The agreement will state that the facility will be used as the Paducah-McCracken County Senior Center for a minimum of five (5) years after project closeout.

2. The Recipient will provide necessary administration of the project by a certified CDBG grant administrator to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Mayor Bray on August 30, 2022, and submitted on or about that date as part of the project CDBG-CV Application.
3. The Recipient will expend \$0 in CDBG-CV funds to cover the administrative costs of the project.
4. The Recipient will have the project advertised for bid within three (3) months and a contract awarded within four (4) months from the date of the executed grant agreement. If it cannot be advertised for bid and under contract by this date, the applicant will submit notification to DLG that it will not accept the CDBG-CV funds, but will instead reapply when the project is ready to bid. The grant agreement expires on July 30, 2023.
5. The Recipient must provide assurance that Davis-Bacon wage rates will be incorporated into all construction contracts where they are applicable.
6. The Recipient will include in the bid document a requirement that the contractor erect a project sign according to CDBG specifications.
7. The Recipient will ensure that the facility will not be used for the general conduct of government.
8. The Recipient will ensure that any purchased appliances or equipment installed in the senior center must be permanently fixed to the facility and unable to be removed from the senior center. DLG must be notified prior to all appliance and equipment purchases.
9. The Recipient will be responsible for all cost overruns.
10. Architectural services must be procured according to CDBG requirements if CDBG-CV funds are paying for these services.
11. The Recipient must provide a policy establishing how revenue and expenditures from the use of the facility will be used in accordance with Program Income and Miscellaneous Receipts CFR 570.489(e)(1)(iv), if applicable.
12. The Recipient ensures compliance with Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Section 504, Drug Free Workplace requirements, and the furthering of Fair Housing and promoting nondiscrimination. In addition, the applicant ensures compliance with all other State and Federal laws.

EXHIBIT B-2

DESCRIPTION OF LOCAL DEVELOPMENT AUTHORITY ACTIVITIES

Rider to Section 1-B(11). “Local Development Authority (LDA) Activities” for the project shall consist of the following:

1. Activities by Paducah – McCracken County Senior Center, LDA, as stated in the application given preliminary approval on October 21, 2022, and summarized below:
 - a. The LDA, upon Release of Funds, will commence the construction of an approximately 7,000 sf senior center addition located at 1600 Kentucky Avenue in Paducah, Kentucky to meet the increased demand for senior meals and access to essential senior services during the Covid 19 pandemic. Construction work to the senior center will include; new full service kitchen, social distancing space for congregate gatherings, open-air concept interior and improved ventilation system.
 - b. The LDA shall ensure that the design of the building complies with all ADA and UFAS requirements.
 - c. The LDA will ensure the operation of the structure as a senior center for a time period of no less than five (5) years from date of the project closeout.
 - d. The LDA will enter into a legally binding agreement with the Recipient regarding the occupancy, administration, maintenance, repair and insurance of the building and address the handling of Program Income/Miscellaneous Receipts regulations promulgated in CFR 570.489(e)(1)(iv). This agreement will ensure compliance with all relevant Federal requirements and establish a legal basis for action if those terms and conditions are not met. The agreement will state that the facility will be used as the Paducah – McCracken County Senior Center for a minimum of five (5) years after project closeout.
 - e. The LDA agrees to comply with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Mayor George Bray on August 30, 2022, and submitted on or about that date as part of the project application.
 - f. The LDA shall ensure that Davis-Bacon wage rates will be incorporated into all construction contracts where they are applicable.
 - g. The LDA will ensure that the structure is utilized as senior center facility benefiting 100 percent low and moderate-income persons for a time period of no less than five (5) years from date of the project closeout, thereby, meeting the National Objective of low and moderate-income (LMI) benefit – Limited Clientele.
 - h. The LDA will ensure that CDBG-CV funds are not used toward the purchase of equipment, furniture, and fixtures to be utilized in the building.

EXHIBIT C

PROJECT BUDGET – SUMMARY OF PROPOSED EXPENDITURES

Attached (as marked Exhibit C containing one page)

COST SUMMARY

DLG USE ONLY
Exhibit C
Project # 20C-211

Applicant: Paducah

Activity Code	Activity Description	CDBG Funds		OTHER FUNDS	TOTAL	SOURCE
		LMI	Slum/Blight			
1	ACQUISITION					
2	CLEARANCE					
3	RELOCATION					
a	owner					
b	renter					
c	other- demolition					
	TOTAL RELOCATION					
4	REHABILITATION					
a	code enforcement					
b	grants					
c	loans					
d	public housing modernization					
e	non-residential-historic preservation					
f	acquisition for rehabilitation					
g	multi-unit residential rehabilitation					
h	rehabilitation administration					
i	other:					
	TOTAL REHABILITATION					
5	PUBLIC FACILITIES					
a	parks & recreation facilities					
b	street improvements					
c	water lines					
d	water treatment facilities					
e	sewer lines					
f	sewage treatment facilities					
g	flood & drainage facilities					
h	senior centers	1,000,000		3,196,414	4,196,414	Local - Cash - Loan
i	centers for the disabled/handicap					
j	child care centers					
k	food pantry					
	TOTAL PUBLIC FACILITIES	1,000,000		3,196,414	4,196,414	
6	PUBLIC SERVICES					
7	ED ON-SITE DEVELOPMENT					
a	clearing and grading					
b	street improvements					
c	water lines					
d	water treatment facilities					
e	wastewater collection					
f	wastewater treatment					
g	drainage facilities					
h	other					
	TOTAL ED On-Site Develop.					
8	ED OFF-SITE DEVELOPMENT					
a	clearing and grading					
b	street improvements					
c	water lines					
d	water treatment facilities					
e	wastewater collection					
f	wastewater treatment					
g	drainage facilities					
h	other					
	TOTAL ED Off-Site Develop.					
9	COMMERCIAL/INDUSTRIAL FACILITIES					
a	land acquisition/disposition					
b	building acquisition/construction/rehabilitation					
c	other improvements					
	TOTAL Commercial/Industrial Facilities					
10	Commercial/Industrial Equipment					
11	Inventory/Working Capital					
12	Microenterprise Technical Assistance					
13	Other					
	Subtotal	1,000,000		3,196,414	4,196,414	
14	PLANNING					
15	ADMINISTRATION					
	CONTINGENCIES			303,586	303,586	
	TOTAL PROJECT COSTS	1,000,000		3,500,000	4,500,000	

Architectural/Engineering Costs must also be shown in a line item above (do not show as "other")

Architectural/Engineering Design			212,510	212,510	Local - Cash - Loan
Architectural/Engineering Inspection					
Architectural/Engineering Other					
Total Architectural/Engineering			212,510	212,510	

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Resolution Supporting the Reallocation of HUD-VASH Vouchers - **LASICA McEWEN**

Category: Municipal Order

Staff Work By: Daron Jordan, Lindsay Parish

Presentation By: Lasica McEwin

Background Information: The United States Department of Housing and Urban Development (HUD) requests that PHA's (Public Housing Authorities) and the VAMC (Veterans Affairs Medical Center) reallocate HUD-VASH (Veterans Affairs Supportive Housing) vouchers within a VAMC catchment area when the need arises. The City of Paducah Section 8, HCV Program has seven (7) unutilized HUD-VASH vouchers available for reallocation to the Housing Authority of Henderson, KY. Lasica Allen McEwen, Section 8 Program Director recommends the reallocation by the Department in coordination with the Henderson Housing Authority, the Marion VAMC, and the United States Department of Housing and Urban Development. This Resolution supports the the reallocation of seven (7) HUD-VASH vouchers effective January 1, 2023, contingent upon Henderson Housing Authority, Marion VAMC, and US Department of Housing & Urban Development approvals.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. RES Reallocation of HUD-VASH vouchers

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING THE REALLOCATION OF HOUSING AND URBAN DEVELOPMENT VETERANS AFFAIRS SUPPORTIVE HOUSING VOUCHERS

WHEREAS, the United States Department of Housing and Urban Development (HUD) requests that PHA's (Public Housing Authorities) and the VAMC (Veterans Affairs Medical Center) reallocate HUD-VASH (Veterans Affairs Supportive Housing) vouchers within a VAMC catchment area when the need arises; and

WHEREAS, the City of Paducah Section 8, HCV Program has seven (7) unutilized HUD-VASH vouchers available for reallocation to the Housing Authority of Henderson, Kentucky; and

WHEREAS, the Section 8 Program Director recommends the reallocation by the Department in coordination with the Henderson Housing Authority, the Marion VAMC, and the United States Department of Housing and Urban Development; and

WHEREAS, this Resolution supports the reallocation of seven (7) HUD-VASH vouchers effective January 1, 2023, contingent upon Henderson Housing Authority, Marion VAMC, and US Department of Housing & Urban Development approvals.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF PADUCAH, KENTUCKY, ACTING BY AND THROUGH ITS BOARD OF COMMISSIONERS AS FOLLOWS:

SECTION 1. It is hereby found, determined and declared that the statements of fact set forth in the Resolution are true and accurate.

SECTION 2. That the City of Paducah approves the reallocation of seven (7) HUD-VASH vouchers effective January 1, 2023, contingent upon receiving approval for the reallocation from the Henderson Housing Authority, Marion VAMC, and US Department of Housing & Urban Development.

SECTION 3. This resolution shall be in full force and effect from and after this adoption.

George P. Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022
Recorded by Lindsay Parish, City Clerk, December 15, 2022
\\resoln\Reallocation of HUD-VASH vouchers

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Authorize the City Manager to Issue a Request for Bids for construction work related to the Robert Cherry Civic Center - **A. CLARK & JEFF CANTER**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark

Background Information: On October 26, 2021, a contract was executed with Peck Flannery Gream Warren (PFGW) for Architectural Design and Construction Administration Services for the Robert Cherry Civic Center. On September 27, 2022, a semi truck and trailer left the road and crashed into the side of the Robert Cherry Civic Center causing extensive damage. A presentation was made to update the commission on the incident and the need for further review of the site to assess the damage.

The damage assessment has been completed and an opinion of cost has been determined.

Request authorization to issue Request for Proposals to include the needed repair work, as well as the renovation project as part of the bid documents, to be released in January 2023.

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

If yes, please list the Commission Priority: Facilities Improvements

Communications Plan:

Funds Available: Account Name: Civic Center Design

Account Number: PA0123

Staff Recommendation: Approve

Attachments:

1. MO RFP – Robert Cherry Civic Center

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
ISSUE A REQUEST FOR BIDS FOR CONSTRUCTION WORK RELATED TO THE
ROBERT CHERRY CIVIC CENTER

WHEREAS, on October 26, 2021, a contract was executed with Peck
Flannery Gream Warren (PFGW) for Architectural Design and Construction Administration
Services for the Robert Cherry Civic Center; and

WHEREAS, on September 27, 2022, a semi-truck and trailer left the road and
crashed into the side of the Robert Cherry Civic Center causing extensive damage; and

WHEREAS, a damage assessment has been completed and an opinion of cost
has been determined.

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

SECTION 1. That the City Manager is hereby authorized and directed to to
issue Request for Proposals for Construction Work Related to the Robert Cherry Civic
Center to include the needed repair work, as well as the renovation project as part of the bid
documents.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 15, 2022
Recorded by Lindsay Parish, City Clerk, December 15, 2022
MO\RFP – Robert Cherry Civic Center

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Approve a Revised "City Block" Amended and Restated Development Agreement, Deed of Conveyance, and Deed of Access between the City and Weyland Ventures Development, LLC. for development of a hotel, parking, open space, and mixed-use residential building located on the city block bounded by Second Street, Broadway, North Water Street, and Jefferson Street - **N. HUTCHISON**

Category:

Staff Work By: Nicholas Hutchison

Presentation By: Nicholas Hutchison

Background Information: On April 24, 2019, the City entered into a pre-development agreement with Weyland Ventures to undertake site due diligence and program development for a boutique hotel, parking, open space and mixed use residential buildings. All elements of the pre-development agreement were completed including: Market Analysis, Financial Analysis, Design, Site Information, Phase I environmental Review, Geotechnical Analysis, Parking Assessment, and gaining stakeholder input. The City Commission then approved the original development agreement on July 28, 2020. Since the execution of the original development agreement, economic and labor conditions caused delays to the advancement of the project. However, Weyland Ventures continued to proceed with the project and meet milestones within the parameters of the executed development agreement.

Now that the project is at the point of proceeding with construction, we are proposing the original development agreement be amended to establish an updated document as the project enters the next phase. The Amendment also allows for the city to not be responsible for paying upfront costs associated with environmental remediation, and instead will be applied as a credit towards the purchase of the two (2) tracts of land. The purchase price for Tract I is \$141,000 which is where the boutique Hotel facilities will be constructed. And the purchase price for Tract III is \$155,000 which is where the mixed-use facilities will be located. The amended also provides additional protections for the City and its assets as the project moves forward.

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

If yes, please list the Commission Priority: Downtown

Communications Plan:

Funds Available: Account Name: Weyland Ventures

Account Number: ED0119

Staff Recommendation: Approval.

Attachments:

1. MO amended agree- Weyland Ventures City Block Program Development 2022
2. REVISED AMENDED AND RESTATED DEVELOPMENT AGREEMENT 12.9.22 DGG RED 4894-1555-3347 v.4
3. DEED OF ACCESS (00272900xDDD9A) 4868-6580-9731 v.3
4. DEED OF CONVEYANCE - WEYLAND DEVELOPMENT 12.9.22 DGG RED - 4887-1084-4739.2

5. Appendix A to Development Agreement
6. Appendix B 00274364

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING A PADUCAH “CITY BLOCK” PROGRAM AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT FOR PROGRAM DEVELOPMENT FOR A FUTURE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET

WHEREAS, on April 24, 2019, the City entered into a Pre-Development Agreement with Weyland Ventures to undertake site due diligence and program development for a boutique hotel, parking, open space and mixed-use residential buildings; and

WHEREAS, all elements of the pre-development agreement were completed including: Market Analysis, Financial Analysis, Design, Site Information, Phase I environmental Review, Geotechnical Analysis, Parking Assessment, and gaining stakeholder input; and

WHEREAS, the City Commission then approved the original development agreement on July 28, 2020; and

WHEREAS, since the execution of the original development agreement, economic and labor conditions caused delays to the advancement of the project, and Weyland Ventures continued to proceed with the project and meet milestones within the parameters of the executed development agreement; and

WHEREAS, it is now being proposed that the original development agreement be amended to establish an updated document as the project enters the next phase; and

WHEREAS, the Amendment also allows for the city to not be responsible for paying upfront costs associated with environmental remediation, and instead will be applied as a credit towards the purchase of the two (2) tracts of land; and

WHEREAS, the City of Paducah authorized the transfer of land by Ordinance No. 2020-08-8650 and now wishes to execute the Deed of Access and Deed of Conveyance.

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

SECTION 1. That the City hereby authorizes and approves an Amended Development Agreement between the City of Paducah and Weyland Ventures Development in substantially the same form attached hereto and made part hereof (**Exhibit A**) and authorizes the Mayor to execute the Agreement.

SECTION 2. That the City hereby authorizes and approves a Deed of Access in substantially the same form attached hereto and made part hereof (**Exhibit B**) and authorizes the Mayor to execute the Deed, pursuant to Ordinance No. 2020-08-8650.

SECTION 3. That the City hereby authorizes and approves a Deed of Conveyance in substantially the same form attached hereto and made part hereof (**Exhibit C**) and authorizes the Mayor to execute the Deed, pursuant to Ordinance No. 2020-08-8650.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\MO\\amended agree- Weyland Ventures City Block Program Development 2022

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT is made and executed on this 15th day of December, 2022, by and between the **CITY OF PADUCAH**, a Kentucky city of the second class, hereinafter referred to as the "City", and **WEYLAND VENTURES DEVELOPMENT, LLC**, a Kentucky limited liability company, together with its designees or assignees as permitted herein, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, on August 12, 2020, the City and Developer entered into a Development Agreement for the development of a 2.88-acre tract located at 133 Broadway Street in Paducah; and

WHEREAS, the construction under the Development Agreement was to be carried out in two phases, they being the Phase I Facilities, which are comprised of a Boutique Hotel Facility, a Parking Facility, and two Parks, and the Phase II Facilities, which are comprised of Mixed Use Facilities, all of which were to be processed and constructed in accordance with the Critical Completion Dates in the Development Agreement; and

WHEREAS, on November 8, 2021, the Developer issued to the City a formal request to extend the closing on the Phase I Facilities for a period of 180 days, which request was ultimately accepted and approved by the City; and

WHEREAS, the parties have agreed to amend various provisions in the Development Agreement to accommodate the extension that the Developer had requested, and to clarify various provisions that are affected by that extension, all of which amendments have been incorporated in this Amended and Restated Development Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants, obligations, undertakings and liabilities that are to be assumed and performed by the parties hereunder, the parties do hereby covenant and agree as follows:

ARTICLE I DEFINED TERMS

1.1 Defined Terms. Each of the following terms as used in this Agreement shall have the meaning that is ascribed to that term under this Section 1.1.

"Amended Agreement" shall mean this Amended and Restated Agreement, and all amendments that are made thereto.

"Appendix" shall mean the Appendix "A" that was attached to the Development Agreement, a copy of which is provided in Appendix "A" to this Amended Agreement.

"Bona Fide Remediation Costs" shall mean additional costs that were actually incurred by the Developer in the removal, transportation and disposal of hazardous material that is mandated by federal and/or state law; provided, however, Bona Fide Remediation Costs shall not include any cost that is attributable to work that is to be performed under the Developer's

construction plans, or work that is performed to satisfy construction standards and practices, or the directives that are issued by Developer's engineers or architects which are not otherwise required by federal or state law. By way of illustration, Bona Fide Remediation Costs would not include the costs of removing structures, appurtenances, materials and substrata that are to be removed under Developer's construction plans.

"Boutique Hotel Facility" shall mean a hotel facility operated in the manner commonly associated with the generally accepted standards and characteristics of a boutique hotel, the configuration of which shall generally comport with the depiction provided in Appendix "A" to this Amended Agreement, and all improvements made in relation thereto.

"Design Documents" shall mean and include the plans and specifications of the Public Facilities that are to be developed and constructed under the Development Agreement and this Amended Agreement, all of which shall be prepared by duly licensed architects and engineers.

"Development Agreement" shall mean the Development Agreement that was executed by the parties on August 12, 2020, and all appendices attached thereto.

"Development Site" shall mean and include the 2.88-acre tract of property located at 133 Broadway Street, all of which is generally depicted in Appendix "A" of this Amended Agreement.

"Downtown Design Standards" shall mean and include the standards, requirements and criteria that are promulgated under the City's "Design Standards for Historic Downtown".

"First Effective Date" shall mean August 12, 2020.

"Greenspace Park" shall mean a public open space that is comprised of soft landscape consisting of vegetation, lawn, public art, and other softscape features, and the Reconstructed Facilities that are designated by the City, the configuration of which shall comport with the depiction provided in Appendix "A" to this Amended Agreement.

"Mixed-Use Facilities" shall mean and include the mixed-use buildings that are generally depicted in Appendix "A" to this Amended Agreement, and all improvements made in relation thereto.

"Parks" shall mean and include the Greenspace Park and the Urban Park, and all improvements made in relation thereto.

"Parking Facility" shall mean and include the parking facility that is generally depicted in Appendix "A" to this Amended Agreement, and all improvements made in relation thereto.

"Phase I Facilities" shall mean and include the Boutique Hotel Facility, the Parking Facility, the Greenspace Park and the Urban Park, and all improvements made in relation thereto.

"Phase II Facilities" shall mean and include the Mixed-Use Facilities, and all improvements made in relation thereto.

“Planning Director” shall mean Nic Hutchison, or other authorized officer designated by the City.

“Public Facilities” shall mean and include in aggregate each and all of the Public Facilities that are to be constructed by the Developer, including the Parking Facility, the Greenspace Park and the Urban Park (including the Reconstructed Facilities within such Parks), all of which are generally depicted in Appendix “A” to this Amended Agreement.

“Reconstructed Facilities” shall mean and include (i) a gazebo and horse carriage facilities that are similar to those currently existing on the Development Site, (ii) the reclamation of the historic cobblestone sidewalk preserved in place on the southeast corner of the site, and (iii) the reclamation and relocation of the engraved memorial bricks that are located along Second Street, all of which shall be reconstructed within the Parks as determined by the City.

“Second Effective Date” shall mean June 1, 2023, which is the effective date for the Phase II Facilities as referenced in Section 4.2(c) of this Amended Agreement.

“Subdivision Plat” shall mean the Subdivision Plat of the City of Paducah Downtown Development that depicts the Development Site, and the tracts upon which the Phase I Facilities and Phase II Facilities will be constructed, which include Tract 1 (the Boutique Hotel Facility), Tract 2 (the Public Facilities), and Tract 3 (the Mixed Use Facilities), a copy of which is recorded in Plat Section “M”, Page 1697, McCracken County Clerk’s Office.

“Urban Park” shall mean a public open space that contains hard landscape consisting of decorative pavers, seating, public art and other features that are typically found in public promenades, and the Reconstructed Facilities that are designated by the City, the configuration of which shall comport with the depiction provided in Appendix "A" to this Amended Agreement.

ARTICLE II DEVELOPMENT AND CONSTRUCTION OF PHASE I FACILITIES

2.1 General Scope of Development. The Developer shall develop and construct upon Tract 1 of the Development Site a Boutique Hotel Facility that comports with the facility that is depicted in Appendix "A" to this Amended Agreement. Simultaneous therewith, the Developer shall develop and construct upon Tract 2 of the Development Site the Public Facilities which comport with the facilities that are also depicted in Appendix "A". To facilitate the development and construction of the Boutique Hotel Facility, the City shall convey to the Developer, or its affiliated assignee, all of its rights, title and interest in and to Tract 1 in accordance with the payment terms provided in Section 2.6 of this Amended Agreement, subject only to permitted encumbrances as shall be accepted by Developer, in its sole discretion. The City shall also convey to the Developer at no cost access rights to Tract 2 and Tract 3 to facilitate the development and construction of the Public Facilities, all of which shall be dedicated to and used by the public at large. All conveyances to be made by the City under this Section 2.1 shall be subject to the Developer's full and faithful compliance with the preliminary requirements and commitments that are defined under this Article II in all material respects.

2.2 Preliminary Requirements and Commitments. The Developer shall fully perform

and timely satisfy all of the preliminary requirements and commitments that are contained in the following sub-parts:

- (a) **Minimum Design and Building Requirements.** The Developer shall ensure that the Phase I Facilities shall be developed and constructed in accordance with the following requirements:
 - (1) The Boutique Hotel Facility shall be constructed along Jefferson Street, as generally depicted on the site plan provided in Appendix "A". Any substantial changes to the location and the building massing shall be reviewed and approved by the Planning Director.
 - (2) The Boutique Hotel Facility shall contain approximately 60,000 square feet, composed of 40-100 rooms, event space, commercial and retail space, and typical ancillary hotel support space. Any substantial change to this program shall be reviewed and approved by the Planning Director.
 - (3) The building's exterior design shall be consistent with all existing City design and construction standards, including the City's Downtown Design Standards. The building's design shall be reviewed by City staff prior to any formal submissions required under the City's codes and ordinances.
 - (4) The Development Site shall include an area of public parking on Tract 2, the city- owned parcel, as generally indicated on the site plan provided in Appendix A to this Amended Agreement. The parking area design and availability shall be reviewed and approved by the Planning Director prior to the completion of final plans and documents, and may be further refined based upon the design of the Parks.
 - (5) The Greenspace Park shall contain approximately 11,000 square feet, as depicted on the Site Plan provided in Appendix A to this Amended Agreement, and shall include the Reconstructed Facilities that are designated for inclusion within that Park as determined by the Planning Director. The design of such space shall be reviewed and approved by Planning Director prior to its finalization.
 - (6) The Urban Park shall contain approximately 11,000 square feet, and shall include a permanent hardscape promenade along Second Street between Jefferson and Broadway as depicted on the Site Plan provided in Appendix A, and the Reconstructed Facilities that are designated for inclusion within the project's Public Facilities as determined by the Planning Director. The design of such space shall be reviewed and approved by the Planning Director prior to its finalization.
- (b) **Minimum Financial Commitment.** The Developer shall commit and expend approximately \$12 million in the development, construction and completion of the Boutique Hotel Facility. This shall include the costs and expenses of constructing the Phase I Facilities, professional fees that are incurred in relation to that development and construction, insurance costs, financing fees and costs, and governmental fees

and charges that are incurred prior to and during the construction process.

- (c) **Critical Completion/Closing Dates.** The Developer shall comply with the requirements that are defined under this section on or before the completion dates that are ascribed thereto, all of which shall be deemed critical deadlines within the term "time is of the essence".

- (1) Within 90 days following the First Effective Date, the City Planning Department shall conduct, in collaboration with the Developer, a public meeting whereby the public is accorded an opportunity to offer recommendations and comments with respect to the development of the Parks, and the location of the Reconstructed Facilities. On advice of those recommendations and comments, and in consultation with the Developer, the Planning Director shall make a determination as to where within the Parks the Reconstructed Facilities will be located. The parties acknowledge their compliance with this requirement, and the completion of the matters that are referenced in this subsection. For the avoidance of doubt, City represents and warrants that there are no further public meetings or notices that are required in connection with the Facilities.
- (2) Within 180 days following the First Effective Date, the Developer shall submit to the Planning Director for its review a revised set of design plans for the initial Phase of the project, to include the Boutique Hotel and the Public Facilities, including the location and design of the Reconstructed Facilities. The parties acknowledge their compliance with this requirement, and the completion of the matters that are referenced in this subsection.
- (3) Each party hereby warrants and certifies the full accomplishment of the precedent conditions that they assumed under the Development Agreement, they being the following:
 - i. The Developer has submitted evidence of financing commitments for the private components of the Boutique Hotel Facility.
 - ii. The Developer has obtained all necessary city permits, licenses, and approvals required under the codes and ordinances of the City to enable construction to begin.
 - iii. The Developer has submitted a final set of the Design Documents for the Public Facilities duly approved by the City, and the executed construction agreements under which the Phase I Facilities will be constructed.
 - iv. The City has submitted evidence that the Development Site is located within a state approved Tax Increment Financing District.
 - v. The City has provided to the Development Site all utilities required to support the development to the Development Site.
 - vi. The City has submitted evidence of financing commitments for the Public Facilities of the project.

- (d) **Closing on Transfer of Property.** Within 30 (thirty) days following the execution of this Amended Agreement, the City shall tender to the Developer a duly executed

Deed of Conveyance which conveys to the Developer, or its assignee, fee title to Tract 1, and a Deed of Access providing access rights to Tracts 2 and 3, all of which tracts are depicted and described in the Subdivision Plat. The City shall have the right to retain a right of entry in the Deeds which enables the City to rescind the conveyances made under the Deeds should Developer fail to initiate construction as provided in sub-paragraph (e) under this Section 2.2 within the cure period provided in the Deeds. In consideration of that conveyance, the Developer shall pay to the City the deferred purchase price as provided in Section 2.6 of this Amended Agreement. The date of transfer and conveyance of fee title to Tract 1 shall be the date the Deed of Conveyance is recorded in the McCracken County Clerk's Office.

- (e) **Initiation of Construction.** Within ninety (90) days following the transfer of Tract 1, the Developer shall initiate construction of the Phase I Facilities. The term "initiate construction" shall mean and include (i) Developer's issuance of a written Notice to Proceed letter that instructs its contractors to proceed with the construction work of the Phase I Facilities, (ii) the contractors' active engagement in performing that construction work, and (iii) Developer's issuance to the City of a Certificate of Commencement of Construction, duly verified by its Chief Executive Officer, that certifies Developer's initiation of the construction work, and its intent to prosecute that work until completion.
- (f) **Completion of Construction.** The Developer shall utilize its best efforts to complete the construction work on the Phase I Facilities within a period of eighteen (18) months following the commencement date of the work, excepting delays that are caused by extraordinary conditions outside of Developer's control.

2.3 Public Use of the Public Facilities. Developer understands and agrees that the Public Facilities shall be developed and constructed by the Developer for the benefit of the public, all of which shall be perpetually dedicated for public use. Each of the parties shall have the following rights and privileges to those Public Facilities, and to use the Public Facilities for the purposes stated hereunder, to be more fully described in an Access and Easement Agreement:

- (a) The City shall have the right to utilize the Public Facilities for public events and other temporary purposes that are beneficial to its citizens during reasonable hours. In relation thereto, the City shall have the right to accord to third party promoters full access to the Public Facilities for the purpose of conducting the events and other purposes that are permitted hereunder; provided that Developer's operations and activities are not unreasonably interrupted, inhibited or delayed; and
- (b) The Developer shall have the right to accord to its employees, guests and patrons the right to park their vehicles within the Parking Facility to facilitate their employment, visits or stay at the Boutique Hotel Facility. However, such use may not be allowed when there is a special permit issued by the City for the temporary use of the Parking Facility for non- parking purposes with advance notice to the Developer. The City shall cooperate in good faith with Developer to provide for minimal interruption to the operations of the Boutique Hotel Facility during such times, and to assist in the procurement of other parking options for employees, guests and patrons during such times.

2.4 Payment of Eligible Costs. Subject to the limitation that is provided under this Section 2.4, the City shall pay the actual costs that the Developer incurs in the development and construction of the Public Facilities in accordance with the payment terms provided in Section 2.5 of this Amended Agreement. The costs payable under this Section 2.4 shall include the actual costs and expenses of constructing the Public Facilities, and the actual costs that are incidental thereto, including professional fees, insurance costs, financing, performance bonds and other construction-related fees, loan fees and carrying costs, and governmental fees and charges that are incurred prior to and during the construction process (“Eligible Costs”). The City Planning Department has provided the Developer with a not-to-exceed budget for the construction of the Public Facilities having a total budget amount of \$3,444,336.00. It is understood and agreed that the City’s liability under this Section 2.4 shall not at any time exceed the total amount stated in the City’s budget, that being \$3,444,336.00, of which \$101,575.84 has been paid. For the avoidance of doubt, the City’s liability under Section 5.5 is in addition to the amounts contemplated by this Section 2.4.

2.5 Payment Procedure. To obtain a payment under Section 2.4, the Developer shall submit to the City a written application (“Application”), duly certified by its Chief Executive Officer, that provides (i) a description of the work that was performed, (ii) an itemization of the costs that were incurred in relation to that work, and (iii) a copy of the invoices, bills, purchase orders and other documentation that evidences those costs. Each Application, and the payment issued thereon, shall be subject to and governed by the following provisions:

- (a) The City shall review and evaluate the information contained in the Application, and determine whether the itemized costs constitute Eligible Costs under Section 2.4. In making that determination, the City shall have the right and authority to (i) verify the costs and information that are provided in the Application, (ii) inspect the construction work that is described in the Application, (iii) consult with the contractor who performed the work, and (iv) take any other action that the City deems beneficial to its evaluation. The City shall pay to Developer all approved eligible costs within ten (10) business days following the submission of the Application.
- (b) The City shall have the right to reject any disputed cost, and suspend payment on that cost until the cost has been resolved. In the event a cost is rejected, the City shall issue a written directive which sets forth (i) the cost that has been rejected, (ii) the grounds for that rejection, and (iii) the measures to be taken by Developer to resolve the rejection. All unresolved disputed costs shall be processed and resolved in accordance with Section 6.3 of this Amended Agreement.
- (c) The City shall pay to the Developer all approved Eligible Costs within ten (10) business days following the submission of the Application. Upon receipt of the payment proceeds, the Developer shall pay and satisfy the costs that are itemized in the Application. The Developer shall, upon the City’s request, provide documentation that evidences the payment of those costs.

2.6 Payment of Deferred Purchase Price. The parties stipulate and agree that the estimated fair market value of Tract 1 is \$141,000, which shall be the designated purchase price of that property. The Developer shall pay to the City the designated purchase price, less any Bona Fide Remediation Costs that are owed to the Developer under Section 5.4, in five (5) consecutive equal

installments, with the first installment to be due and payable on the sixth anniversary date following the issuance of a Certificate of Occupancy on the Phase I Facilities, with the remaining four (4) annual payments to be paid on or before the anniversary date in each successive year.

ARTICLE III

CONSTRUCTION REQUIREMENTS OF THE PUBLIC FACILITIES

3.1 Prosecution of Construction Work. The Developer shall diligently prosecute the construction work on the Public Facilities in substantial accordance with the approved Design Documents, and shall utilize its best faith efforts to complete the construction work within the time periods designated in this Amended Agreement. The Developer shall keep the City informed on the status and progress of construction work, and the occurrence of any event that causes a delay in the construction process. The Developer shall perform the construction work in a good and workmanlike manner, all of which shall fully comply with all existing building codes and other governmental laws.

3.2 Protective Measures. The Developer shall ensure that the construction work is carried out in a reasonable and orderly manner, with due regard for the interests and safety of the general public. Unless otherwise approved by the City, the Developer shall ensure that all construction work in Phase I and Phase II is performed between the hours of 7:00 a.m. and 7:00 p.m., and that no construction work be performed on any Sunday or federal government holiday. The Developer shall cause a solid construction fence to be constructed temporarily along the perimeters of the construction work that contains public art and window cuts which promote the aesthetic appearance of the fenced structure. On a temporary basis, the Developer shall also maintain and preserve a portion of the existing parking facilities as designated by the City, and accord to the public the right to utilize that area for parking purposes for the duration of the construction process.

3.3 Construction Costs. The Developer shall assume and timely pay all of the costs of the construction work, including but not limited to labor and material costs, permit and inspection fees, equipment rentals, and costs attributable to the services provided by its architects, engineers, general contractors and subcontractors; provided, however, the Developer may withhold an agreed upon retainage on the construction work, subject to the limitations that are defined in Kentucky's Fair Construction Act. Upon completion of the construction work on a Public Facilities, the Developer shall obtain final lien waivers from the architects, engineers, contractors, subcontractors and material providers who provided the work and materials on the Facility that effectively release their lien interests against the Public Facilities and the Development Site.

3.4 Accounting on Development and Construction Costs of the Public Facilities. The Developer shall maintain an accurate accounting of all of the actual costs that Developer incurs in the development and construction of the Public Facilities, and retain all invoices, purchase orders, charges and other written documentation that evidence those costs. Upon the City's request, the Developer shall provide to the City all of the accountings that Developer has maintained under this Section 3.4, together with the supporting documents that are applicable thereto.

3.5 Design Documents - Remedy of Deficiencies. The Developer shall ensure that all Design Documents used in the construction work were prepared by competent and duly licensed architectural and engineering professionals in accordance with generally accepted professional standards and construction practices, and that the Design Documents are free of any material errors and deficiencies. The Developer shall assume full responsibility for any defects or deficiencies that are contained in the Design Documents, and for any structural or other inadequacies and deficiencies

that result from those defects and deficiencies. Upon discovery of any defect or deficiency related to the Design Documents, the Developer shall diligently and timely perform all remedial work that is required to resolve the defects and deficiencies. It is understood and agreed that the City's acceptance and approval of the Design Documents shall not render the City liable for any defect or deficiency in the Design Documents, all of which liability shall be allocated to and assumed by the Developer. The Developer shall indemnify the City and hold it harmless from any and all claims, losses and liabilities that relate to or arise from any defect or deficiency in the Design Documents, regardless of the City's acceptance and approval.

3.6 Material Change Orders. The Developer shall not issue any material change order to the Design Documents without the Planning Director's prior written approval. In the event the Developer is desirous of implementing a material change order, the Developer shall provide the Planning Director with a written statement that describes the proposed changes to be made, and the additional costs or savings that will result from the proposed changes. The Planning Director shall have the right to reject a material change order if (i) the proposed material change order constitutes a substantial deviation to the Design Documents as determined by the City; (ii) the City does not have sufficient funds to cover the additional construction costs attributable to the proposed material change order or (iii) the Developer has failed to fully comply with and/or satisfy any of the construction standards and requirements that are contained under this Article III.

3.7 Insurance Requirements During Construction. Prior to the construction of the Public Facilities, the Developer shall obtain and preserve during the construction process a builders risk insurance policy on the Public Facilities for the full cost of replacement at the time of loss. The insurance shall be written in such form as to cover all risks of physical loss, and shall specifically insure against the perils and casualties that are typically covered under a builders risk insurance policy. In addition, the Developer shall ensure that all contractors and subcontractors performing the construction work shall procure and maintain adequate workers compensation insurance, employers' liability insurance, business automobile liability insurance and commercial general liability insurance, all of which shall comport with generally accepted industry standards. The Developer shall be solely responsible for supervising the work and material provided by the contractors and subcontractors, and shall ensure that the contractors and subcontractors perform the construction work in a reasonable and safe manner. Upon request by the Planning Director, the Developer shall provide the City with a performance and payment bond with respect to the construction work that is performed, and the payment of the cost and expenses that relate thereto.

3.8 Environmental Compliance. Other than as disclosed in the environmental studies or as already present at the Development Site, the Developer shall not cause or permit any hazardous material to be located upon or under any part of the Development Site that is non-compliant with any federal, state, or local environmental law. For the purpose of this agreement, "hazardous material" shall mean any and all materials or substances that are deemed hazardous, toxic or dangerous under any federal, state or local statute. The Developer shall indemnify and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind whatsoever, that relate to or arise from the presence of any Hazardous Material on the Development Site due to the acts or omissions of the Developer, or the contractors and subcontractors that performed the construction work.

3.9 Indemnity. The Developer shall indemnify and defend the City (and their respective

representatives, officers, employees, agents, insurers, and all successors and assigns), and hold them harmless from and against any and all claims, demands and causes of action that relate to or arise from the development and construction of the Public Facilities, and from any and all damages, losses, judgments, obligations, liabilities, costs and expenses (including investigative, consultant and repair costs, and all legal costs and attorney fees) that result therefrom. This indemnity shall specifically apply to all acts and omissions of the contractors and the subcontractors who perform the construction work, irrespective of any negligence on the part of the City; provided, however, that the Developer shall not be obligated to provide any indemnity for a claim that is solely attributable to the negligence and/or willful misconduct of the City or its agents. This indemnity shall remain in full force and effect until all indemnified claims, demands and causes of actions are finally adjudicated, or are otherwise barred by applicable law. The City shall be named as an additional insured party on all certificates of insurance held by the Developer and/or its contractors and subcontractors. The City shall hold copies of all insurance documents for work on the Public Facilities.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION OF PHASE II FACILITIES

4.1 General Scope of Development. The Developer shall develop and construct upon Tract 3 of the Development Site the Mixed-Use Facilities that comport with the facilities that are generally depicted in Appendix "A" to this Amended Agreement. To facilitate the development and construction of those facilities, the City shall convey to the Developer all of its rights, title and interest in and to Tract 3, subject only to permitted encumbrances as approved by the Developer, in its sole discretion, provided that the Developer has fully complied with all of the preliminary requirements and commitments that are defined under this Article IV.

4.2 Preliminary Requirements and Commitments. The Developer shall fully perform and timely satisfy all of the preliminary requirements and commitments that are provided as follows:

- (a) **Minimum Design and Building Requirements.** The Developer shall ensure that the Phase II Facilities shall be developed and constructed in accordance with the following requirements:

 - (1) The Mixed-use Facilities shall be constructed along Broadway Street, generally as depicted on the site plan provided in Appendix "A". Any substantial changes to the location and the building massing shall be reviewed and approved by the Planning Director.
 - (2) The Mixed-Use Facilities shall contain approximately 54,000 square feet, composed of residential, commercial and retail space, with the ground floor primarily used for commercial uses. Any substantial changes to the development program shall be reviewed and approved by the Planning Director.
 - (3) The buildings' exterior design shall be consistent with all existing City design and construction standards, including the City's Downtown Design Standards. The buildings' design shall be reviewed by the Planning Director prior to any formal submissions required under the City's codes and ordinances.

- (b) **Minimum Financial Commitment.** The Developer shall commit and expend approximately \$9 million in the development, construction and completion of the Mixed-Use Facilities. This shall include the costs and expenses of constructing the Mixed-Use Facilities, professional fees that are incurred in relation to that development and construction, insurance costs and other construction-related fees, loan fees and costs, and governmental fees and charges that are incurred prior to and during the construction process.
- (c) **Critical Completion/Closing Dates.** The Developer shall comply with the requirements that are defined under this section on or before the completion dates that are ascribed thereto, all of which shall be deemed critical deadlines within the term "time is of the essence".
- (1) Within 180 days following the Second Effective Date, the Developer shall submit to the Planning Director for his review and approval a set of design plans for the Phase II Facilities.
- (2) Within 365 days following the Second Effective Date, each of the parties shall accomplish the precedent conditions that are allocated to the parties hereunder:
- i. The Developer shall have submitted evidence of financing commitments to fund the construction of the Phase II Facilities.
 - ii. The Developer shall have submitted all necessary city permits, licenses, and approvals required under the codes and ordinances of the City to enable construction to begin.
 - iii. The Developer shall have submitted a final set of Design Plans for the Phase II Facilities duly approved by the City, and the executed construction agreements under which the Phase II Facilities will be constructed.
 - iv. The City shall have submitted evidence that the property is within a state approved Tax Increment Financing District.
- (d) **Closing on Transfer of Property.** Within thirty (30) days following the accomplishment of the condition precedents contained in Section 4.2(c)(2), the City shall tender to the Developer a duly executed Deed of Conveyance which conveys to the Developer Tract 3 as depicted and described in the Subdivision Plat. The City shall have the right to retain a right of entry in the Deed which enables the City to rescind the conveyance made under the Deed should the Developer fail to initiate construction as provided in sub-paragraph (e) under this Section 4.2. In consideration of that conveyance, the Developer shall pay to the City the deferred purchase price as defined in Section 4.3 of this Amended Agreement.
- (e) **Initiation of Construction.** Within ninety (90) days of the transfer of Tract 3, the Developer shall initiate construction of the Phase II Facilities. The term "initiate construction" shall mean and include (i) Developer's issuance of a written Notice to Proceed letter that instructs the contractor to proceed with the construction of the

Phase II Facilities, (ii) the contractor's active engagement in performing that construction work, and (iii) the Developer's issuance to the City of a Certificate of Commencement of Construction, duly verified by its Chief Executive Officer, that certifies the Developer's initiation of construction work, and its intent to prosecute that work until completion.

- (f) The Developer shall thereafter utilize its best efforts to complete the construction work on the Phase II Facilities within a period of eighteen (18) months following the commencement date of the work, excepting delays that are caused by extraordinary conditions outside of Developer's control.

4.3 Payment of Deferred Purchase Price. The parties stipulate and agree that the estimated fair market value of Tract 3 is \$155,000.00, which shall be the designated purchase price of that property. The Developer shall pay to the City the designated purchase price, less any unpaid Bona Fide Remediation Costs that are owed under Section 5.4 of this Amended Agreement, in five (5) consecutive equal installments, with the first installment to be due and payable on the sixth anniversary following the Certificate of Occupancy of the Phase II Facilities, with the remaining payments to be made on the anniversary date of each successive year.

ARTICLE V DEVELOPER'S ACCEPTANCE OF DEVELOPMENT SITE

5.1 Condition of Development Site. The City has provided the Developer with copies of all environmental studies that were performed on the Development Site, and the findings that were made therefrom. Having reviewed the findings that were made in those studies, the Developer has agreed to accept the Development Site in its present condition, with all existing defects and deficiencies, including defects and deficiencies relating to environmental matters. The conveyance of Tracts 1 and 3 to the Developer, as provided under this Agreement, shall contain a warranty of good title, and a general disclaimer of all warranties regarding the condition, suitability and legal compliance of the properties being conveyed.

5.2 Subdivision Plat. The parties stipulate and agree that the Subdivision Plat accurately depicts the Development Site, and the tracts that are described in the Plat, specifically including that tracts that are to be conveyed to Developer under Articles II and IV of this Amended Agreement. ''

5.3 Remediation of Development Site. The Developer shall assume sole liability for remedying the environmental defects and deficiencies that are noted in the environmental studies, and paying the costs relating thereto, subject to the terms that are provided in Sections 5.4 and 5.5 below. The Developer shall perform all remediation work that may be required by any applicable federal, state and local environmental law in accordance with the procedures and standards that are contained under those laws. Upon request, the Developer shall provide the City with copies of any and all documentation that relate to the remedial work, and any governmental approvals and permits that were issued thereon.

5.4 Payment of Remediation Costs on Tracts 1 and 3. Should the Developer incur Bona Fide Remediation Costs on remediation work provided to Tracts 1 and 3, the Developer shall have the right to offset those costs against the purchase amounts that are to be paid by Developer under Sections 2.6 and 4.3 of this Amended Agreement. Developer's remedy under this Section 5.4

shall be governed by and subject to the following provisions:

- (a) Developer shall provide the City with a detailed written accounting of the Bona Fide Remediation Costs, and the documentation that evidences those costs. The City shall have the right to audit and verify the accounting and documentation, and to reject any disputed cost. All unresolved disputed costs shall be administered and resolved in accordance with Section 6.3 of this Amended Agreement.
- (b) All approved Bona Fide Remediation Costs shall be applied to and credited against the purchase amount that Developer is obligated to pay on the transfer of Tract 1 under Section 2.6, and then to the purchase amount that Developer is obligated to pay on the transfer of Tract 3 under Section 4.3 of this Amended Agreement. The balance of the unpaid purchase amount(s) shall be paid to the City in accordance with the payment terms in Sections 2.6 and 4.3 of this Amended Agreement.
- (c) In the event the approved Bona Fide Remediation Costs exceed the sum total of the purchase amounts under Sections 2.6 and 4.3, the parties shall work collaboratively to identify additional sources of funds to be used for remediation. In the event the parties are unable to obtain the additional funds, each party shall assume and pay an equal share of the excess costs.

5.5 Payment of Remediation Costs on Tract 2. Should the Developer incur Bona Fide Remediation Costs on remediation work provided to Tract 2, the City shall reimburse Developer on those costs as the costs are incurred. To obtain payment on those costs, the Developer shall comply with the payment procedure that is provided in Section 2.5 of this Amended Agreement, the terms of which shall govern the payment of the remediation costs hereunder.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Disclosure of Information Under TIF. The Developer shall disclose to the City any information and documentation that is pertinent to the City's reporting requirements under Kentucky's TIF laws, and the City's ordinances. The City shall hold the disclosed information and documentation on a confidential basis, excepting information that is generally known to the public; provided, however, that the City shall have the right to disclose the information and documentation to the Kentucky Economic Development Finance Authority as required under Kentucky's TIF laws.

6.2 Right of Specific Performance. Each party shall have the right to enforce the terms and provisions of this Agreement, and to obtain the benefits that were accorded to them under this Agreement. In the event a party should fail to faithfully perform any of the covenants, obligations or undertakings that are imposed under this Agreement, or contest any of the understandings that are made under this Agreement, the other party shall have all rights and remedies as provided by law, specifically including the right to obtain specific performance and injunctive relief, the right to terminate this Agreement, and the right to recover any losses, damages, costs and expenses that are incurred by the party as a result of the defaulting party's breach, including their reasonable attorney fees; excepting however, any consequential or incidental damages that a party may incur, all of which are expressly excluded from recovery. Should the Developer fail to initiate construction of the

Phase I Facilities or the Phase II Facilities after receiving fee title to the tract upon which the Facilities are to be constructed within the timelines provided in the applicable deed for such tract and subject to all notice and cure periods, including to Developer's lender, the City shall have the right, at its option, to rescind the conveyance of the applicable tract, and recover fee title to the tract, or alternatively, to make immediate demand on the payment of the final deferred purchase price that is applicable to that tract, and to collect and recover that amount from the Developer, plus interest at the legal rate of 8% from and after the date of the City's demand. Should the Developer complete the construction on the Phase I Facilities as provided in this Amended Agreement, the City's rights and remedies with respect to those Facilities shall terminate, all of which Facilities shall be excluded from the terms under this Section 6.2.

6.3 Resolution of Disputes. This Agreement shall be construed and enforced in accordance with the laws of the state of Kentucky. In the event of any dispute regarding the interpretation or enforcement of this Agreement, the parties shall attempt to resolve the dispute by negotiation. If the dispute cannot be resolved by negotiation, the parties shall submit the dispute for administered mediation, which shall take place in Paducah, Kentucky. All unresolved disputes shall be submitted to McCracken Circuit Court, which court shall have exclusive jurisdiction over the dispute. Each party irrevocably attorns to the jurisdiction of that court, and waives all rights to protest that jurisdiction. Each party also waives their right to a jury trial. In any action seeking enforcement of this Agreement, the prevailing party shall be entitled to recover the costs and expenses that they incurred in such action, including their reasonable attorneys' fees.

6.4 Waivers. The waiver by a party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Each party shall have the right to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a party to enforce its rights under this Agreement shall not be construed as having created a custom that is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6.5 Notices. All notices shall be in writing and sent (unless otherwise provided herein) by first class mail, postage prepaid, or personally delivered. Any marked notice shall be deemed to be sent on the day deposited in the mail. Any notice shall be sent to the following addresses:

DEVELOPER:

Attn: Barry Alberts, Managing Director
City Visions Associates/Weyland Ventures
815 W. Market Street #110 Louisville KY 40202
Business phone: 502.561.7885
Email: balberts@cityvisionassociates.com

CITY:

Attn: Planning Director, City of Paducah
300 S. 5th Street
Paducah KY 42002
Business phone: 270.444.8690

Email: nhutchison@paducah.gov

6.6 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the development of the Development Site. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto that are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties with respect to the matters addressed herein, including the preliminary agreement that was executed by the parties in April of 2019 and the Development Agreement. This Agreement shall be deemed drafted by both parties, and no ambiguity in the construction of this Agreement shall be resolved against either party by reason of the draftsmanship of this Agreement. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of Developer and the City, and their respective heirs, successors, and assigns.

6.7 Assignment. The Developer shall not have the right to assign this Agreement, or any of its rights and obligations hereunder, without the City's prior written approval; provided, however, Developer shall have the right to assign to an affiliated company some or all of its rights and obligations under this Amended Agreement upon written notice to the City. Any assignment made under this Section 6.7 shall not relieve Developer from the obligations and liability that it assumed under this Amended Agreement, all of which shall remain in full force and effect. *In addition, Developer shall have the right and the City agrees to provide reasonable consent to any collateral assignment of this Agreement to any first lender as additional security for a first mortgage lender.*

6.8 Captions. The article and paragraph headings and captions contained in this Agreement are included for convenience only, and shall not be considered a part hereof or effect in any manner the renovation or interpretation of this Agreement.

6.9 Severability. In the event any provision of this Agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

6.10 Counterparts. This Agreement may be independently executed in any number of counterparts, each of which, when executed and delivered, shall constitute an agreement that shall be binding upon all parties notwithstanding that the signatures of all parties and/or their designated representatives do not appear on the same page. Facsimile signatures shall have the same effect as original signatures.

6.11 Estoppel Certificates. Each Party (a "Producing Party") shall, from time to time, within ten business days after written request by another Party (a "Requesting Party"), execute and deliver to the Requesting Party and/or such third party designated by the Requesting Party, a written statement certifying (a) that (except as may be otherwise specified by the Producing Party) (i) this Agreement is in full force and effect and unmodified, (ii) the Producing Party is not in default in the performance or observance of its obligations under this Agreement, and (iii) to the Producing Party's actual knowledge, the Requesting Party is not in default in the performance or observance of the Requesting Party's obligations under this Agreement, and (b) as to such other factual matters as the Requesting Party may reasonably request about this Agreement, the status of any matter relevant to this Agreement, or the performance or observance of the provisions of this Agreement; provided, however, the obligations imposed under this Section 6.11 is subject to each party's full compliance with their obligations and undertakings under this Amended Agreement with respect to the applicable

tract for which an estoppel certificate is being requested.

WITNESS, our signatures made on the subscribing dates written below.

CITY OF PADUCAH

DEVELOPER

By: _____
George Bray, Mayor

By: _____
Title: _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of December, 2022, by George Bray, as the mayor of the City of Paducah, Kentucky, for and in behalf of the City, who is the Grantor hereunder.

My commission expires _____

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing instrument was sworn and acknowledged before me this _____ day of December, 2022, by _____, as the _____ of Weyland Ventures Development, LLC, for and in behalf of the Company, who is the Grantee hereunder.

My commission expires _____.

Notary Public, State at Large

DEED OF ACCESS

THIS DEED OF ACCESS made and entered into this ____ day of December, 2022, by and between **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the Home Rule Class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, whose address is Post Office Box 2267, Paducah, Kentucky 42002-2267, hereafter referred to as the “Grantor”, and **JEFFERSON AND WATER, LLC**, a Kentucky limited liability company, whose address is 815 W. Market Street, No. 110, Louisville, Kentucky 40202, and any future successor and assign of Tract 1 (as described below), hereinafter referred to as the “Grantee.”

W I T N E S S E T H:

WHEREAS, Grantor holds fee title to a 2.88-acre tract of property located at 133 Broadway Street, which tract is bounded by Water Street, Broadway Street, North Second Street and Jefferson Street, all of which is located within Grantor’s TIF District (hereafter the “Development Site”); and

WHEREAS, Grantor and Weyland Ventures Development, LLC (hereafter “Weyland”) entered into a Development Agreement dated August 12, 2020, that obligates Weyland to construct various improvements on the Development Site, they being the Phase I Facilities, which are comprised of a boutique hotel, an off-street parking facility, an urban park, and a greenspace park, and the Phase II Facilities, which are comprised of mixed use facilities, all of which are generally depicted in Appendix “A” to the Development Agreement; and

WHEREAS, to facilitate the development to be made on the Development Site, the Grantor subdivided the Development Site into three separate tracts, which include Tract 1 (which is the situs of the boutique hotel), Tract 2 (which is the situs of the parking facility and parks), and Tract 3 (which is the situs of the mixed use facilities), all of which are depicted in the “City of Paducah Downtown Development Plat” that was filed with the McCracken County Clerk’s Office on May 4, 2022, and recorded in Plat Section M, page 1697 (hereafter the “Development Plat”); and

WHEREAS, Grantor and Weyland entered into an Amended and Restated Development Agreement dated December 15, 2022, to extend the critical performance dates that were recited in the Development Agreement, and to clarify several contract provisions that were affected by that extension (hereafter collectively the “Development Agreement”); and

WHEREAS, Weyland has assigned to Grantee all of its rights and obligations on the development and construction of the Boutique Hotel Facility, which assignment is evidenced under a Partial Assignment of Development Agreement dated as of December 15, 2022; and

WHEREAS, Grantee has informed Grantor of its intent to proceed with the construction of the Phase I Facilities, and has requested that Grantor grant unto Grantee access rights in and to Tracts 2 and 3 as depicted in the Development Plat; and

WHEREAS, to induce Grantor in making that grant, Grantee has warranted to Grantor that Grantee shall initiate construction of the Phase I Facilities within ninety (90) days following the date of this conveyance, and shall utilize its best interests to complete the construction of the Facilities within eighteen (18) months following commencement of construction.

WHEREAS, Grantee will take title to Tract 1 which is following described real property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

Being Tract 1 that is depicted in the Subdivision Plat of The City of Paducah Downtown Development, a copy of which is recorded in Plat Section M, Page 1697, McCracken County Clerk's Office.

Being a portion of the real property that was conveyed to Grantor under two deeds, all of which were recorded with the McCracken County Clerk's Office, they being (i) a deed issued from the Greater Paducah Chamber of Commerce, Inc., on July 23, 1970, a copy of which is recorded in Deed Book 520, Page 237, and (ii) a deed issued from the County of McCracken on July 9, 1991, a copy of which is recorded in Deed Book 756, Page 115.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, undertakings and liabilities that are to be assumed and performed by the parties under the Development Agreement and this Deed, Grantor grants unto the Tract 1 and Grantee, its successors and assigns forever, nonexclusive access rights in and to the following described real property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

Being Tracts 2 and 3 that are depicted in the Subdivision Plat of The City of Paducah Downtown Development, a copy of which is recorded in Plat Section M, Page 1697, McCracken County Clerk's Office.

Being a portion of the real property that was conveyed to Grantor under four deeds, all of which were recorded with the McCracken County Clerk's Office, they being (i) a deed issued from the Greater Paducah Chamber of Commerce, Inc., on July 23, 1970, a copy of which is recorded in Deed Book 520, Page 237, (ii) a deed issued from the County of McCracken on July 9, 1991, a copy of which is recorded in Deed Book 756, Page 115, (iii) a deed issued from Smith Development, Inc., on May 15, 1991, a copy of which is recorded in Deed Book 753, Page 578, and (iv) a Quitclaim Deed that was issued to the City of Paducah on March 29, 2022, a copy of which is recorded in Deed 1454, Page 623.

Grantee's access rights in and to Tracts 2 and 3 shall be subject to and governed by the following terms and conditions:

- (a) Grantee shall have temporary access rights to Tracts 2 and 3 for the purpose of constructing the Parking Facility, the Urban Park and the Greenspace Park that are described in the Development Agreement, and performing any remedial warranty work following the completion of the construction, if and as required by the Development Agreement. The access rights granted hereunder shall be subject to the following terms:
 - (i) Grantor shall have the right to retain and operate the parking facility that is currently located upon Tract 3, and to use that facility for public parking and other municipal purposes. In exercising its access rights over and upon that Tract, Grantee shall utilize its best efforts to accommodate the public's use of the parking facility, when feasible.
 - (ii) Grantee shall initiate and prosecute the construction work on the Public Facilities in an expeditious manner, and shall utilize its best efforts to complete the construction work within a period of seven (7) months following commencement of the work, excepting delays that are caused by extraordinary conditions outside of the Developer's control. Upon completion of the construction work, the City shall have the unconditional right to take control and possession over the Public Facilities, and utilize the Parking Facility for public parking and other municipal purposes.
- (b) Grantee shall have perpetual access rights to the Parking Facility for the purpose of providing parking to its employees, patrons, agents and guests, at no additional fee to Grantee or to such employees, patrons, agents and guests. Grantee understands and agrees that its access rights to the Parking Facility shall be subject to Grantor's superior right to regulate and control the activities within the Parking Facility to ensure the safe and efficient use and operation of the Parking Facility, and the

regulations, restrictions and limitations that Grantor adopts in relation thereto, none of which shall unreasonably interfere with the operation of the Boutique Hotel Facility (the "Parking Regulations"). Other than for general public use and temporary events as provided herein, Grantor shall not grant to any third party any access rights to the Parking Facility that would substantially impair the access rights granted to Grantee hereunder.

- (c) The Grantee shall construct the Public Facilities in accordance with the Design Documents that were approved by the Grantor pursuant to the Development Agreement. Grantee shall consult with Grantor with respect to the implementation of the Design Documents, and any changes that are made to those Documents, all of which shall be subject to the change order provisions in the Development Agreement.
- (d) Grantee shall indemnify, defend and hold the Grantor (and its officers, employees and agents) harmless from and against any claims, demands, causes of action, suits, judgments and other liabilities that arise out of, or are attributable to, or result from Grantee's use of the access rights granted hereunder, and the activities that Grantee performs on the Public Facilities; provided, however, that Grantee shall have no indemnity obligation on any liability that arose from or is solely attributable to or caused by a negligent act or omission committed by Grantor, or any of its employees and agents.
- (e) The Grantee's use and enjoyment of the access rights to the Public Facilities shall be exercised in a reasonable manner with due regard to the general public's use of that Facility. The Grantee understands and agrees that the Public Facilities shall be developed, constructed and maintained for the benefit of the public, and perpetually dedicated for public use. Each of the parties shall have the following rights and privileges to those Facilities, and to use the Facilities for the purposes stated hereunder:
 - (i) The Grantor shall have the right to utilize the Parking Facility for public events and other temporary purposes that are beneficial to its citizens, provided that such use does not unreasonably interfere with the operation of the boutique hotel. In relation thereto, the City shall have the right to accord to third party promoters full access to the Parking Facility for the purpose of conducting the events and other purposes that are permitted hereunder.
 - (ii) The Grantee shall have the right to accord to its employees, guests, agents and patrons the right to park their vehicles within the Parking Facility to facilitate their employment or stay at the Boutique Hotel Facility, provided that they comply with the Parking Regulations (as defined above).
 - (iii) Following the completion of construction of the Public Facilities, the Grantor shall, at its sole cost and expense, maintain the Public Facilities in good repair

and operating order, and assume the day-to-day maintenance of those Facilities, including cleaning, snow removal, and any all repairs and replacements.

- (f) The grant of access conveyed hereunder is conditioned upon and subject to Grantee's compliance with the conditions subsequent that is contained in the Deed that Grantor issued to Grantee on this date. In the event Grantor exercises its right of reentry under the Deed then the access rights granted to Grantee shall terminate. The grant of the perpetual access rights to the Parking Facility is made for the benefit of a hotel enterprise and shall remain in effect for so long as a hotel is located on Tract 1. Should Grantee or its assigns abandon or close the hotel enterprise on Tract 1 and so long as Grantee's first mortgage holder affirmatively and in writing waives its right to include such grant of access in any foreclosure action (including a deed in lieu of foreclosure) for the use and benefit any successor owner or operator of Tract 1 as a hotel, the perpetual access rights granted hereunder shall be deemed abandoned and terminated.
- (g) This Deed of Access shall be construed and enforced in accordance with the laws of the state of Kentucky. In the event of any dispute regarding the interpretation or enforcement of this Deed, the parties shall attempt to resolve the dispute by negotiation. If the dispute cannot be resolved by negotiation, the parties shall submit the dispute for administered mediation which shall take place in Paducah, Kentucky. All unresolved disputes shall be submitted to McCracken Circuit Court, which court shall have exclusive jurisdiction over the dispute. Each party irrevocably attorns to the jurisdiction of that court and waives all rights to protest that jurisdiction. Each party also waives their right to a jury trial. In any action seeking enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party the costs and expenses that it incurred in such action, including its reasonable attorneys' fees. This Deed of Access and the terms and conditions hereof is an appurtenant easement that runs with the land and shall burden and benefit the successors and assigns of the Grantor and Grantee including those of any future subdivision of Tracts 1, 2 and 3.
- (h) Any notice to any party hereto by another party shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mail for registered or certified mail, postage prepaid, return receipt requested, at the address provided in the first paragraph hereof. Notice to any lender securing a lien on a Tract shall be sufficient if it is to the address of the lender set forth in its mortgage or other lien document.
- (i) The rule of strict construction does not apply to the easements contained herein. This Deed of Easement shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to the owners of

Tracts 1, 2 and 3, with respect to the easements granted herein shall be effectuated and to confer a commercially useable right of use to Grantee.

- (j) This instrument contains the entire declaration relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

IN WITNESS THEREOF, the parties have duly executed this Deed on the dates referenced below.

CITY OF PADUCAH

By: _____
George Bray, Mayor

JEFFERSON WATER, LLC

By: _____

Title: _____
STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of December, 2022, by George Bray, as the mayor of the City of Paducah, Kentucky, for and in behalf of the City, who is the Grantor hereunder.

My commission expires _____

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing instrument was sworn and acknowledged before me this _____ day of December, 2022, by _____, as the _____ of Jefferson and Water, LLC, for and in behalf of the Company, who is the Grantee hereunder.

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:

Thomas J. Keuler
Keuler, Kelly, Hutchins,
Blankenship & Sigler, LLP
100 South 4th Street, Suite 400
Paducah, KY 42001

Send current year tax bill to:

Weyland Ventures Development, LLC
815 W. Market Street, No. 110
Louisville, Kentucky 40202

DEED

THIS DEED made and entered into this ____ day of December, 2022, by and between **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the Home Rule Class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, whose address is Post Office Box 2267, Paducah, Kentucky 42002-2267, hereafter referred to as the “Grantor”, and **JEFFERSON AND WATER, LLC**, a Kentucky limited liability company, whose address is 815 W. Market Street, No. 110, Louisville, Kentucky 40202, hereinafter referred to as the “Grantee.”

W I T N E S S E T H:

WHEREAS, Grantor holds fee title to a 2.88-acre tract of property located at 133 Broadway Street, which tract is bounded by Water Street, Broadway Street, North Second Street and Jefferson Street, all of which is located within Grantor’s TIF District (hereafter the “Development Site”); and

WHEREAS, Grantor and Weyland Ventures Development, LLC (hereafter “Weyland”) entered into a Development Agreement dated August 12, 2020, that obligates Weyland to construct various improvements on the Development Site, they being the Phase I Facilities, which are comprised of a boutique hotel, an off-street parking facility, an urban park, and a greenspace park, and the Phase II Facilities, which are comprised of mixed use facilities, all of which are generally depicted in Appendix “A” to the Development Agreement; and

WHEREAS, to facilitate the development to be made on the Development Site, the Grantor subdivided the Development Site into three separate tracts, they being Tract 1 (which is the situs of the boutique hotel), Tract 2 (which is the situs of the parking facility and parks), and Tract 3 (which is the situs of the mixed use facilities), all of which are depicted in the “City of Paducah Downtown Development Plat” that was filed with the McCracken County Clerk’s Office on May 4, 2022, and recorded in Plat Section M, page 1697 (hereafter the “Development Plat”); and

WHEREAS, Grantor and Weyland entered into an Amended and Restated Development Agreement dated December 15, 2022, to extend the critical performance dates that were recited in the Development Agreement, and to clarify several contract provisions that were affected by that extension (hereafter collectively the “Development Agreement”); and

WHEREAS, Weyland has assigned to Grantee all of its rights and obligations on the development and construction of the Boutique Hotel Facility, which assignment is evidenced under a Partial Assignment of Development Agreement dated December 15, 2022; and

WHEREAS, Grantee has informed Grantor of its intent to proceed with the construction of the Phase I Facilities, and has requested that Grantor convey unto Grantee the tract of property upon which the boutique hotel will be constructed, that being Tract 1 as depicted in the Development Plat; and

WHEREAS, to induce Grantor to make that conveyance, Grantee has warranted to Grantor that Grantee shall initiate construction of the Phase I Facilities within ninety (90) days following the date of this conveyance, and shall utilize its best efforts to complete the construction of the Phase I Facilities within eighteen (18) months following commencement of construction.

NOW, THEREFORE, in consideration of the \$141,000.00 deferred purchase price that Grantee has agreed to pay Grantor, and the mutual covenants, obligations, undertakings and liabilities that are to be assumed and performed by the parties under the Development Agreement and this Deed, Grantor does hereby grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, the following described real property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

Being Tract 1 that is depicted in the Subdivision Plat of The City of Paducah Downtown Development, a copy of which is recorded in Plat Section M, Page 1697, of the McCracken County Clerk's Office.

Being a part of the real property that was conveyed to Grantor under two deeds, both of which were recorded with the McCracken County Clerk's Office, they being (i) a deed issued from the Greater Paducah Chamber of Commerce, Inc., on July 23, 1970, a copy of which is recorded in Deed Book 520, Page 237, and (ii) a deed issued from the County of McCracken on July 9, 1991, a copy of which is recorded in Deed Book 756, Page 115.

TO HAVE AND TO HOLD said property, together with all improvements thereon and all rights and appurtenances hereunto pertaining, unto Grantee, its successors and assigns forever, by general warranty. Grantee understands and agrees that Grantor expressly disclaims all other warranties with respect to the real property conveyed hereunder, including warranties on condition,

suitability and legal compliance. Grantee agrees to accept said real property “AS IS,” with all existing defects and deficiencies, both known and unknown.

THERE IS EXCEPTED from this conveyance a right of reentry that Grantor has retained in the above-described property. Grantee understands and agrees that the conveyance made hereunder is conditioned upon and subject to Grantee’s full and timely compliance with the mandatory condition subsequent that is contained in subparagraph (a) in this this Deed. Should Grantee fail to comply with that condition, Grantor shall have the rights and remedies that are provided hereunder. Where applicable Grantee’s first mortgage lender is an intended third-party beneficiary of the covenants, conditions and promises set forth below.

- (a) The Grantee shall initiate construction on the Phase I Facilities within a period of ninety (90) days following the date of this Deed (“Compliance Period”). The term “initiate construction” shall mean and include (i) Grantee has issued a written Notice to Proceed letter that instructs its contractors to proceed with the construction of the Phase I Facilities, (ii) the contractors are actively engaged in performing the construction work on those Facilities, and (iii) the Grantee has issued to Grantor a Certificate of Commencement of Construction, duly verified by its Chief Executive Officer, that certifies Grantee’s compliance with the condition subsequent defined in this subsection (a), and its commitment to complete the construction work on the Phase I Facilities within eighteen (18) months following the commencement of construction.
- (b) In the event Grantee fails to achieve substantial compliance on the condition subsequent on or before the expiration of the Compliance Period (“Failed Condition”), Grantor shall issue to Grantee a written demand for the full performance of the Failed Condition, a copy of which shall be sent to Developer’s mortgage lender (“Lender”). Grantee and its Lender shall thereafter be accorded a cure period of forty-five (45) days from receipt of such notice within which to achieve material compliance of the condition subsequent. Should those parties fail to achieve material compliance within the cure period, Grantor shall have the absolute right to rescind the conveyance made under this Deed, and to re-enter and re-take full and exclusive title and possession to the above-described real property. Should Grantor elect to exercise such right after the expiration of the applicable cure period, Grantor shall send to Grantee and its Lender a written notice that informs them of Grantor’s exercise of its right of reentry, and its rescission of the conveyance that was made hereunder. Grantee and its Lender shall, within ten (10) days following receipt of the notice, surrender the above-described real property to Grantor, and relinquish all claims to that property.

- (c) In the event Grantee is unable to timely perform or cure the Failed Condition due to a force majeure event, or an event that is not attributable to or caused by Grantee, Grantee shall be accorded an extension of time within which to achieve compliance. The extension of time shall terminate on the tenth (10th) day following the expiration of the event, or June 30, 2023, the earlier to apply.
- (d) Upon Grantee's full compliance with the mandatory condition subsequent recited in sub-paragraph (a) above, Grantor shall promptly issue to Grantee a Certificate of Compliance, in recordable form, that certifies Grantee's full performance of the condition subsequent, and releases and forever waives the reentry right that was retained by Grantor in the Deed. Such recordable Certificate of Compliance shall be in a form reasonably satisfactory to Lender, Grantee and Lender's title insurance company. A copy of the recorded Certificate of Compliance shall be sent to the Lender.
- (e) This Deed shall be construed and enforced in accordance with the laws of the state of Kentucky. In the event of any dispute regarding the interpretation or enforcement of the Deed, the parties shall attempt to resolve the dispute by negotiation. If the dispute cannot be resolved by negotiation, the parties shall submit the dispute for administered mediation which shall take place in Paducah, Kentucky. All unresolved disputes shall be submitted to McCracken Circuit Court, which court shall have exclusive jurisdiction over the dispute. Each party irrevocably attorns to the jurisdiction of that court and waives all rights to protest that jurisdiction. Each party also waives their right to a jury trial. In any action seeking the enforcement of this Deed, the prevailing party shall be entitled to recover from the other party the costs and expenses that it incurred in such action, including its reasonable attorneys' fees.

For purposes of KRS 382.135, Grantor and Grantees hereby swear and affirm, under penalty of perjury, that the consideration recited herein is the actual consideration to be paid for the property conveyed hereunder. Grantor and Grantee hereby swear and affirm, under penalty of perjury, that said property has the estimated cash value of \$141,000.00.

IN WITNESS THEREOF, the parties have duly executed this Deed on the dates referenced below.

CITY OF PADUCAH

JEFFERSON WATER, LLC

By: _____
George Bray, Mayor

By: _____
Title: _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of December, 2022, by George Bray, as the mayor of the City of Paducah, Kentucky, for and in behalf of the City, who is the Grantor hereunder.

My commission expires _____

Notary Public, State at Large

STATE OF KENTUCKY)

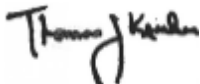
COUNTY OF JEFFERSON)

The foregoing instrument was sworn and acknowledged before me this _____ day of December, 2022, by _____, as the _____ of Jefferson and Water, LLC, for and in behalf of the Company, who is the Grantee hereunder.

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:



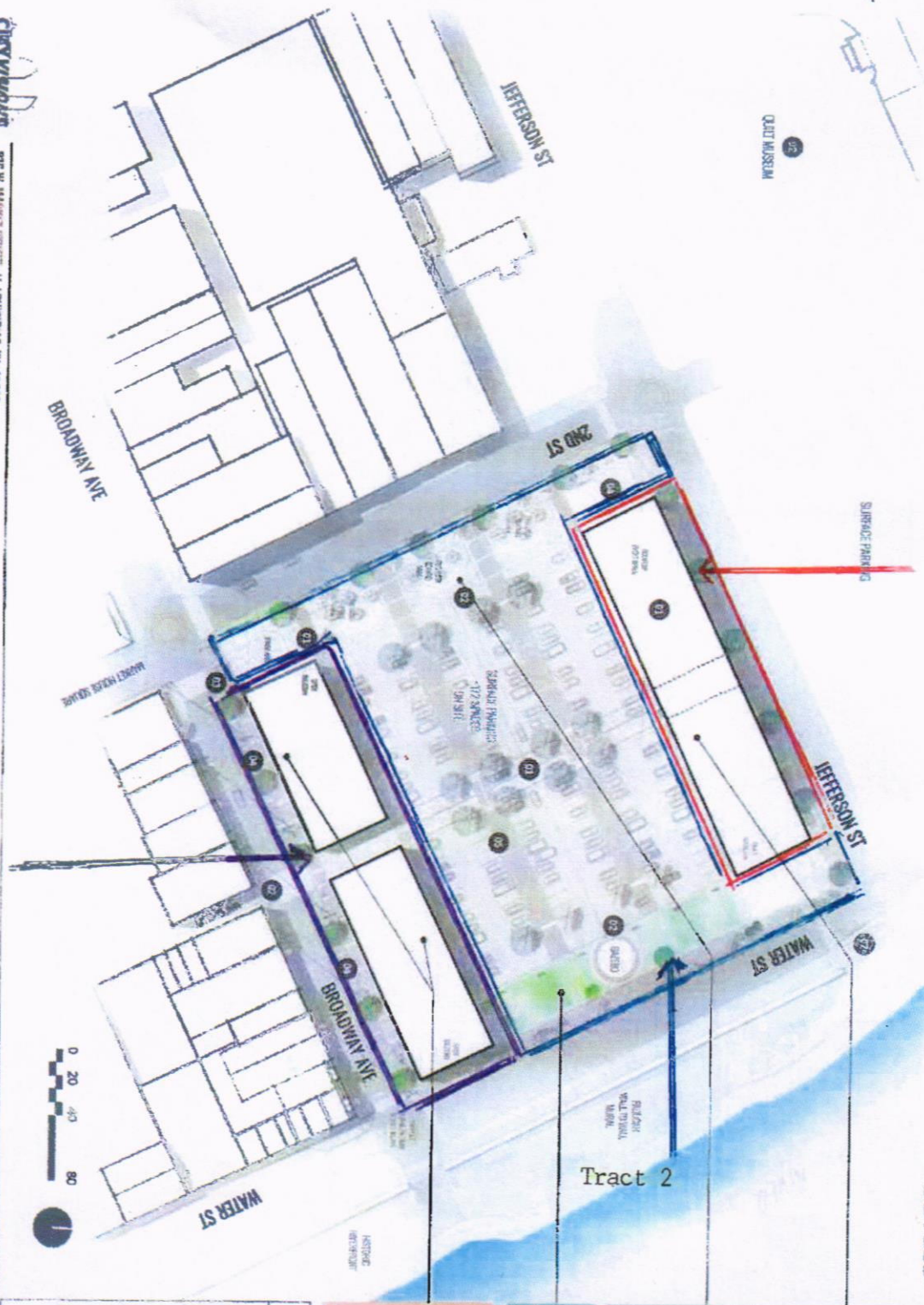
Thomas J. Keuler
Keuler, Kelly, Hutchins,
Blankenship & Sigler, LLP
100 South 4th Street, Suite 400
Paducah, KY 42001

Send current year tax bill to:

Weyland Ventures Development, LLC
815 W. Market Street, No. 110
Louisville, Kentucky 40202



815 W. MARKET STREET // LOUISVILLE KY 40202



Tract 1

Tract 2

Tract 3

DEVELO

4-1/2 STORY HOTEL + MIXED-USE COMMERCIAL 24 ROOM HOTEL = 80,000 SF RESTAURANTS & RETAIL = 9,000 SF ROOFTOP EVENT SPACE = 5,000 SF TOTAL = 94,000 SF	URBAN PARK PERMANENT HARDSCAPE PROMENADE CONNECTS VISUALLY TO OTHER IMPORTANT LANDMARKS IN DOWNTOWN PAIDUCHAN TOTAL = 11,000 SF	GREENSPACE PARK MULTI-PROGRAMMED SOFT-SCAPE PARK TOTAL = 11,000 SF	3-STORY MIXED-USE COMMERCIAL & RESIDENTIAL COMMERCIAL @ STREET = 11,000 SF ~24 UNIT RESIDENTIAL = 58,000 SF COVERED PATIO SPACES W/ RAVEN VIEWS TOTAL = 69,000 SF	DESIGN FEATURES 01 ORIENT A VARIANT & MULTI-FUNCTION "TOWN SQUARE" 02 VISUAL CONNECTION OF EXISTING BRIDGES WITH PROMINENT PAIDUCHAN HISTORY & CHARACTER 03 ORIENTATE "100% CORNER @ 2ND & BROADWAY" 04 25% R.F. FOR URBAN RESIDENTY & COMMUNITARIAN OPEN AIRSITY 05 PARKING LOT THAT CAN BE CONVERTED FOR PUBLIC FESTIVALS, CONCERTS, FARMERS MARKETS & OTHER EVENTS
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6.1 Disclosure of Information Under TIF. The Developer shall **timely** disclose to the City any information and documentation that is pertinent to the City's reporting requirements under Kentucky's TIF laws, and the City's ordinances. **This information shall include the information that is described in Appendix "B" to this Amended Agreement, all of which shall be disclosed in accordance with the disclosure requirements contained thereunder.** The City shall hold the disclosed information and documentation on a confidential basis, excepting information that is generally known to the public; provided, however, that the City shall have the right to disclose the information and documentation to the Kentucky Economic Development Finance Authority as required under Kentucky's TIF laws.

APPENDIX “B” (Disclosures under TIF)

Capital Expenditure Reports:

The Developer shall submit to the City semiannual reports that provide a detailed accounting on the Capital Expenditures that the Developer incurred during the reporting period described hereunder, and the documentation that evidences those expenditures. Each Capital Investment Report shall include the information that is categorized in the form that is attached to this Appendix “B”. The term “Capital Expenditure” as referenced hereunder shall include:

Obligations incurred for labor and to contractors, subcontractors, builders and materialmen in connection with the construction, development or improvements;

- The cost of acquiring and or rights in land on-site and any cost incident thereto, including recording fees;
- The cost of contract bonds and of insurance of all kinds that may be required or necessary during construction, development or improvements, which is not paid by the contractor or contractor or otherwise provided;
- All costs of architectural and engineering services, including test borings, surveys, estimates, plans, specifications, preliminary investigations,
- The cost of supervision of the construction, and the performance of all the duties required by or consequent upon construction, development or improvements on-site;
- All costs that are required to be paid under the terms of any contract(s) for construction, development or improvements on-site;
- All other costs of a nature comparable to those described in the preceding paragraphs subparts that are incurred and are relative to the construction, development, or improvements on-site.

Capital Expenditure Reports for the reporting period of January 1st through June 30th shall be submitted on or before July 15th of that same year. Capital Expenditure Reports for the reporting period of July 1st through December 31st shall be submitted on or before January 15th of the following year. The submission of these reports shall remain in effect until the completion of the development project, or the termination of the City’s TIF program, the earlier to apply.

Increment Accounting

The Developer shall submit to the City the Questionnaires and TIF Tax Forms that are referenced hereunder, in completed form, on or before April 15th of each calendar year:

Business Questionnaire for each subcontractor operating within the TIF Footprint during the previous calendar year

Business Questionnaire for each business subject to participating taxes operating within the TIF Footprint during the previous calendar year

TIF Tax Form from each subcontractor for the reporting of the following tax totals from operations only within the Footprint:

- City of Paducah and McCracken County payroll taxes related only to on-site activity and remitted for the previous calendar year.
- State of Kentucky individual income tax withholdings related only to on-site wages and remitted for the previous calendar year.

TIF Tax Form completed by each business subject to the participating taxes within the Footprint to report the following tax totals from operations only within the Footprint:

- City of Paducah and McCracken County payroll taxes related only to activity within the Footprint and remitted for the previous calendar year.

Copies of these Questionnaires and Tax Forms are attached to this Appendix “B”.

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Authorize Payment in an Amount of \$72,500 to the Paducah-McCracken County Industrial Development Authority for Clearing and Grubbing Work at Industrial Park West for Economic Development - **D. JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan,
Lindsay Parish
Presentation By: Daron
Jordan

Background Information: The Paducah-McCracken County Industrial Development Authority (IDA) holds certain publicly owned development sites within Paducah and McCracken County and is responsible for the management, maintenance, and development of such properties. The IDA serves as an aid in capturing incentives and holding, obtaining, and developing favorable economic development properties. One such property is approximately 80 acres located in Industrial Park West. The IDA released a request for bids for clearing and grubbing work at the property and received two (2) responses. The lowest bid submitted was in an amount of \$145,000 for the clearing and grubbing work. This work will prepare the property to be utilized for development and will increase the property's speed to market.

This Municipal Order authorizes a payment in the amount of \$72,500 to the IDA for the clearing and grubbing work to be done at Industrial Park West. This expenditure will be funded by American Rescue Plan Act (ARPA) funds. The McCracken County Fiscal Court has authorized payment of the remaining \$72,500 for the work.

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

If yes, please list the Commission Priority: Community Growth

Communications Plan:

Funds Available: Account Name: ARPA - Industrial Park West Clearing

Account Number: MR0093

Staff Recommendation: Approval.

Attachments:

1. Municipal Order - IDA Clearing & Grubbing Industrial Park West

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY FOR CLEARING AND GRUBBING WORK AT PROPERTY LOCATED IN INDUSTRIAL PARK WEST IN AN AMOUNT OF \$72,500 FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Paducah-McCracken County Industrial Development Authority (the “IDA”) holds certain publicly owned development sites within Paducah and McCracken County and is responsible for the management, maintenance, and development of such properties; and

WHEREAS, the City of Paducah recognizes that to best position our community for sustainable economic growth, the IDA must serve as an aid in capturing incentives and holding, obtaining, and developing favorable economic development properties; and

WHEREAS, the City of Paducah now wishes to assist the IDA with clearing and grubbing work to be done at property located in Industrial Park West in order to ready the property for economic development purposes.

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

SECTION 1. That the Finance Director is hereby authorized to make payment to the Paducah-McCracken County Industrial Development Authority in an amount of \$72,500 for clearing and grubbing work to be completed at property located in Industrial Park West economic development purposes and authorizes the Mayor to execute all documents related to same. This expenditure shall be charged to the ARPA Industrial Park West Clearing Project Account Number MR0093.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
MO/IDA Clearing & Grubbing Industrial Park West

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Amend the FY23 City Budget to Increase Revenues and Expenditures for the Community Development Block Grant Fund by \$1,000,000 - **H. REASONS**

Category: Ordinance

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The City of Paducah applied for and received a Community Development Block Grant in the amount of \$1,000,000 on behalf of the Paducah-McCracken County Senior Center to assist with the purchase of a lot at 1600 Kentucky Avenue and the building of a new 7,000 square foot facility. The Commission authorized Municipal Order 2669 on October 25, 2022 to accept the grant.

The Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires:

- Evidence of a budget ordinance/amendment indicating inclusion of CDBG-CV funds into the City's budget

This ordinance will satisfy the Grant Agreement requirement for the budget amendment.

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 an ordinance to amend the FY23 City of Paducah budget to increase revenue and expenses for the CDBG fund by \$1,000,000.

Attachments:

1. ORD budget amend FY2023 – CDBG Senior Center

ORDINANCE NO. 2023-____ - _____

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

WHEREAS, the City of Paducah applied for and received a Community Development Block Grant in the amount of \$1,000,000 on behalf of the Paducah-McCracken County Senior Center to assist with the purchase of a lot at 1600 Kentucky Avenue and the building of a new 7,000 square foot facility; and

WHEREAS, the Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires evidence of a budget ordinance/amendment indicating inclusion of CDBG-CV funds into the City's budget; and

WHEREAS, the City Commission now wishes to amend the FY2023 budget to satisfy the requirement of the Commonwealth.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$1,000,000

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
\\ord\finance\budget amend FY2023 – CDBG Senior Center

Agenda Action Form

Paducah City Commission

Meeting Date: December 15, 2022

Short Title: Approve a Telecommunications Franchise Agreement with Quad State Internet, LLC. - **M SMOLEN**

Category: Ordinance

Staff Work By: Daron Jordan, Michelle Smolen, Lindsay Parish, Rick Murphy
Presentation By: Michelle Smolen

Background Information: On August 9, 2022, the City Commission adopted Ordinance No. 2022-08-8745 which repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances of the City of Paducah. The City issued and advertised a Request for Proposals for non-exclusive telecommunications franchises in accordance with Municipal Order No. 2658 on October 21, 2022. The City of Paducah received an application from Quad State and found their application to be in compliance with Chapter 108. The working group recommends the Board of Commissioners execute a ten-year, non-exclusive franchise agreement with Quad State Internet.

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 Telecommunications Franchise Agreement with Quad State Internet, LLC.

Attachments:

1. ORD - Telecommunications Quad State 2023
2. Quad State Franchise Agreement December 2022 - Signed by Preston Ursini

ORDINANCE 2023-____ - _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO QUAD STATE INTERNET, PURSUANT TO THE TERMS AND PROVISIONS OF CHAPTER 108 "TELECOMMUNICATIONS" OF THE CODE OF ORDINANCES, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT WITH QUAD STATE INTERNET AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Chapter 108 "Telecommunications" of the Code of Ordinances, which was repealed and replaced on August 9, 2022, the City of Paducah, Kentucky (the "City") created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of Paducah; and

WHEREAS, on October 21, 2022, the City offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, after publication of said advertisement, the City received a bid from Quad State Internet (hereinafter "Quad State").

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

SECTION 1. Bid Acceptance. That the City of Paducah hereby accepts the bid of Quad State for a non-exclusive telecommunications franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, and as contained in the bid of Quad State of November 11, 2022.

SECTION 2. Franchise Award. That a ten (10) year, non-exclusive telecommunications franchise created by Chapter 108 "Telecommunications" of the Code of Ordinances be, and it hereby is, awarded to Quad State.

SECTION 3. Authorized Signatures. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Quad State, in substantially the form attached hereto and made part hereof (Exhibit A), and all other documents related to same.

SECTION 4. Incorporation by Reference. That the statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

SECTION 5. Severability. That if any section, paragraph or provision of this ordinance 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 ordinance to make each and every section paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. Open Meetings. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 7. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, December 15, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\Telecommunications Quad State 2023

Exhibit A
Franchise Agreement

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is effective this _____ day of _____, 2023, by and between the City of Paducah, a political subdivision of the Commonwealth of Kentucky, and Quad State Internet, LLC (hereinafter “Quad State”), a Kentucky limited liability company.

WITNESSETH:

WHEREAS, on August 9, 2022, the Paducah City Commission repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances and created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of the City of Paducah; and

WHEREAS, on October 21, 2022, the City of Paducah offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, by Ordinance No. _____, the City of Paducah accepted the bid of Quad State to acquire said franchise; and

WHEREAS, The City of Paducah and Quad State have entered into this Franchise Agreement to memorialize the grant by the City of Paducah to Quad State of said franchise subject to the terms and conditions reflected in Chapter 108 "Telecommunications" of the Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, the City of Paducah and Quad State hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 108 "Telecommunications" of the Code of Ordinances is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. Quad State's bid for said franchise, Quad State's application, and any addendum to said application, which are attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance No. _____, by which the Paducah Board of Commissioners approved this Franchise Agreement, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

4. The City of Paducah has granted unto Quad State a non-exclusive franchise for a telecommunications system within the confines of the City of Paducah, for a term of ten (10) years, subject to the provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

5. The franchise memorialized in this Franchise Agreement shall commence upon the effective date of this agreement, and shall expire as provided in the terms and provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

6. Quad State does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Franchise Agreement, and further to faithfully perform all acts required of it pursuant to said franchise.

7. This Franchise Agreement memorializes the agreement between the parties contained and embodied in Chapter 108 "Telecommunications" of the Code of Ordinances and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

8. Notwithstanding any other provision in Chapter 108 "Telecommunications" of the Code of Ordinances to the contrary, the parties agree that ninety (90) days prior to any proposed construction in the City of Paducah, Quad State shall submit all applicable engineering drawings and documents required to comply with Chapter 98 Article III of the City of Paducah's Code of Ordinances for review by the City of Paducah's Engineering Department. Before proceeding with any construction in the City's rights of ways, Quad State shall be required to obtain written approval from the City of Paducah's Engineering Department for said proposed construction.

IN WITNESS, WHEREOF, The City of Paducah and Quad State have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

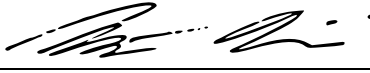
City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

Quad State Internet, LLC

BY:  _____

TITLE: Preston Louis Ursini, Director of Network Operations

STATE OF _____)
COUNTY OF _____)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me
by _____, as _____ (title), of Quad State Internet,
LLC on this the ____ day of January, 2023.

My commission expires: _____

NOTARY PUBLIC

Exhibit A
Bid Application and any Addendum