



**CITY COMMISSION MEETING
AGENDA FOR JULY 11, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

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 June 27, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Reappointment of Melissa Yates and Bruce Brockenborough to the Forest Hills Village Board
	D.	Reappointment of Edward Narozniak to the Municipal Housing Commission
	E.	Personnel Actions
	F.	Approve MOA for Incentives for 252 Locust Avenue - J. SOMMER
	G.	Approve the Application and Acceptance of a Department of Justice Bulletproof Vest Program Grant in the amount of \$6,795 - B. LAIRD
	H.	Authorize the Acceptance of a KY Office of Homeland Security Cybersecurity Grant in the amount of \$12,474 - E. STUBER
	II.	<u>MUNICIPAL ORDER(S)</u>
	A.	Authorize Contract Modifications in the amount of \$51,108.15 for construction and material items at the Civic Center - A. CLARK

		B.	Authorize an Intent to Award Letter to Communications International for the Paducah/McCracken County Public Safety Radio Communication System Project - D. JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorize the Closing of 33,517 Square Feet of Old Coleman Road Between 3200, 3204 & 3226 Coleman Road - R. MURPHY
		B.	Amend Code of Ordinances Section 6-62 related to the Entertainment Destination Center - L. PARISH
	IV.	<u>DISCUSSION</u>	
		A.	Grants Update - H. REASONS
		B.	911 Upgrade Discussion - G. BRAY
		C.	Parks Advisory Committee - A. CLARK
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

June 27, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, June 27, 2023, 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 Guess, Henderson, Smith, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Guess led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATIONS

Communications Manager Pam Spencer offered the following summary:

Special Presentations from Mayor George Bray

- Mayor Bray presented a Duke of Paducah award to long-time Paducah Civic Beautification Board and Tree Advisory Board member Henry Barbour. The Civic Beautification Board requested this honor for Barbour for his 18 years of service on Civic Beautification. After service in the U.S. Navy, Barbour obtained a master's degree from the Yale University School of Forestry. He worked as a research forester for Westvaco in Wickliffe.
- Mayor Bray presented the Mayor's Award of Excellence to Michael Cochran. Cochran serves as Executive Director of Market House Theatre. On June 16, Cochran received national recognition, the American Association of Community Theatre's Distinguished Merit Award. This award recognizes Cochran's contributions to develop the highest standards for community theatre. Cochran is in his 39th year with Market House Theatre. Mayor Bray also presented a letter of commendation to April Cochran for her distinguished career working with youth and the theatre. Mayor Bray said, "You have been an impactful mentor for a multitude of students over the years instilling confidence, teamwork, and pride."
- Paducah-McCracken County Joint Sewer Agency (JSA) Executive Director John Hodges gave an update on JSA's current and upcoming projects and the upcoming rate adjustment.

PUBLIC COMMENT

Gene Hensley and Lubie Overstreet expressed concerns about the housing complex being constructed at 723 Cruse Avenue.

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.

June 27, 2023

I(A)	Approve Minutes for the June 13, 2023, Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Contract File:</u> 1. Letter of engagement for Whitlow, Roberts, Houston & Straub – Planning Commission legal representation 2. Program Administration Agreement between the City of Paducah and Energize Kentucky LLC – Energy Project Assessment District (EPAD) administration. ORD 2023-05-8774 3. Agreement between the City of Paducah and The American Federation of State, County and Municipal Employees (AFSCME) AFL-CIP Local 1586 – ORD 2023-06-8776 <u>Financials File:</u> 1. Budget of Section 8 <u>Bids File:</u> 1. Sale of Surplus Property – 1201 Park Avenue – MO #2747 a. Bid of Harriet Marie Hamilton 2. Sale of Surplus Property – 1011 Oscar Cross Blvd. – MO #2748 a. Bid of Aaron Prather b. Bid of Paducah Alliance of Neighbors* (selected bid) 3. Letter to Rightway Janitorial Services, LLC Rejection of bid for Custodial Services for restroom facilities located in City Parks
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING PFGW TO RELEASE A REQUEST FOR PROPOSALS FOR THE SELECTIVE INTERIOR DEMOLITION PROJECT OF THE GRANSTAND STRUCTURE AND ADJACENT BUILDING FOR THE ATHLETIC COMPLEX CONSTRUCTION (MO #2749, BK 13)
I(E)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS’ COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,225,726.76 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2750, BK 13)
I(F)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY DEPARTMENT FOR LIBRARIES & ARCHIVES (KDLA) FOR A LOCAL RECORDS PROGRAM GRANT IN THE AMOUNT OF \$46,000 TO CREATE A COMPREHENSIVE RECORDS MANAGEMENT SYSTEM FOR THE PADUCAH FIRE DEPARTMENT – PREVENTION DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME (MO #2751, BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE ACCEPTANCE OF THE NATIONAL PARK SERVICE - RIVERS, TRAILS AND CONSERVATION ASSISTANCE PROGRAM TECHNICAL ASSISTANCE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2752, BK 13)
I(H)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS FOR A 911 SERVICES BOARD GRANT IN THE AMOUNT OF \$8,827 AND AUTHORIZING THE MAYOR TO EXECUTE

June 27, 2023

	THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME (MO #2753, BK 13)
--	--

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

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

MUNICIPAL ORDERS

APPROVE DOG PARK BUDGET

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING THE PADUCAH DOG PARKS CIVIL CONSTRUCTION ESTIMATE FOR CONSTRUCTION OF DOG PARKS IN NOBLE PARK IN THE AMOUNT OF \$507,302.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(MO #2754, BK 13)**

DECLARATION AND SALE OF SURPLUS PROPERTY – 1240 & 1242 NORTH 12TH STREET

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTIES LOCATED AT 1240 AND 1242 NORTH 12TH STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF ELBERT DENKINS IN THE AMOUNT OF \$1.00 FOR PURCHASE OF EACH SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(MO #2755, BK 13)**

APPLICATION FOR A US DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A SAFE STREETS AND ROADS FOR ALL GRANT IN THE AMOUNT OF \$6,760,000 THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION TO IMPROVE ROADWAY SAFETY THROUGH SAFETY ACTION PLAN DEVELOPMENT IN THE REDESIGN OF THE BUCKNER LANE/BROADWAY STREET AND LONE OAK ROAD/LABELLE AVENUE INTERSECTION WITH IMPROVEMENTS TO 32ND STREET AND BUCKNER LANE TO BETTER ACCOMMODATE TRAFFIC FLOW.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(MO #2756, BK 13)**

June 27, 2023

ORDINANCE ADOPTION

AMEND CODE OF ORDINANCE CHAPTER 2 – PROCUREMENT THRESHOLD

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This ordinance amends the Code of Ordinances of the City of Paducah, Kentucky, Sections 2-643 and 2-660 to increase the dollar threshold related to small purchase procedures from \$30,000 to \$40,000 in accordance with the recent change to KRS 45A.385 related to the Kentucky Model Procurement Code. Further, this ordinance updates inconsistent language and removes obsolete provisions in Sections 2-487, 2-545, and 2-669.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-06-8780; BK 36)**

REPEAL AND REPLACE CHAPTER 26, ARTICLES I AND II CEMETERIES

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE REPEALING CHAPTER 26, “CEMETERIES”, ARTICLES I AND II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY AND REPLACING THEM IN THEIR ENTIRETY.” This Ordinance is summarized as follows: This Ordinance repeals and replaces Chapter 26 “Cemeteries,” in its entirety in order to align with State statutes for municipally owned and operated cemeteries and to make needed updates related to City of Paducah operations and procedures. Sections 26-5 and 26-6 shall be published in their entirety, in accordance with KRS 83A.060.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-06-8781; BK 36)**

AMEND CHAPTER 34 TO CREATE SOUTHSIDE NEIGHBORHOODS INITIATIVE HOUSING AND ECONOMIC PROGRAMS

Commissioner Smith offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 34, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY TO CREATE NEW ARTICLES RELATED TO SOUTHSIDE INCENTIVES.” This Ordinance is summarized as follows: This Ordinance amends the Code of Ordinances of the City of Paducah, Kentucky to add new articles to create a Southside Business Improvement Grant Program, Home Rehabilitation and New Construction Grant Program, and Southside Home Repair Microgrant.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-06-8782; BK 36)**

June 27, 2023

FY2023 BUDGET AMENDMENT IN THE AMOUNT OF \$650,000

Commissioner Wilson offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, is amended by the following re-appropriation:

- Move \$650,000 from Fund Balance Reserves to City Improvement Project, PF0079.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-06-8783; BK 36)**

ORDINANCE INTRODUCTIONS

AUTHORIZE CLOSING OF 33,517 SQUARE FEET OF OLD COLEMAN ROAD BETWEEN 3200, 3204 & 3226 COLEMAN ROAD

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,517 SQUARE FEET OF OLD COLEMAN ROAD BETWEEN 3200, 3204 AND 3226 COLEMAN ROAD AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of 33,517 square feet of Old Coleman Road between 3200, 3204 and 3226 Coleman Road, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

AMEND CODE OF ORDINANCES SECTION 6-62 RELATED TO THE ENTERTAINMENT DESTINATION CENTER

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 6, ARTICLE III ENTERTAINMENT DESTINATION CENTER (EDC), OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows:

This Ordinance amends Section 6-62 *Regulations* of the Code of Ordinances of the City of Paducah to allow businesses located within or sharing a boundary with the Entertainment Destination Center (“EDC”) to request permission from the City of Paducah to allow customers to possess and drink alcoholic beverages on said business premises that were purchased from a participating EDC vendor in the authorized EDC branded cup.

June 27, 2023

COMMENTS

- Commissioner Smith has concerns about speeding, littering and panhandling in the City. The Mayor mentioned that Chief Laird is aware of issues, and may come to a future meeting to address the concerns.
- Commissioner Wilson mentioned that Governor Beshear was in town and Paducah received some funding for Keiler Park, among other things.

ADJOURN

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the meeting be adjourned.

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

TIME ADJOURNED: 6:23 p.m.

ADOPTED: July 11, 2023

ATTEST:

George P. Bray, Mayor

Lindsay R. Parish, City Clerk

July 11, 2023

RECEIVE AND FILE DOCUMENTS:

Minutes File:

1. Petition For De-Annexation and Response – 1100 Stonebrook Drive – Former Spouse Abuse Center – Merryman House Property

Contract File:

1. Contract For Custodial Services – Amendment – Rightway Janitorial Services – signed by Amie Clark, Parks and Recreation Director
2. Contract with 911 Fleet and Fire Equipment - \$42,540 – Bailout Kids and Harnesses for Fire Department – MO #2746

Financials File:

1. Paducah Water Works – Month ended May 31, 2023

Bids File:

1. 911 Fleet and Fire Equipment - \$42,540 – Bailout Kids and Harnesses for Fire Department – MO #2746

CITY OF PADUCAH
July 11, 2023

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

Michelle Smolen

City Manager's Office Signature

7/6/2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 11, 2023**

<u>NEW HIRES - FULL-TIME (F/T)</u>					
<u>E911</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Curry, Harlie N.	Telecommunicator	\$19.10/hr	NCS	Non-Ex	July 27, 2023

<u>NEW HIRES - PART-TIME (P/T)</u>					
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Meadows, Elise D.	Pool Attendant	\$11.00/hr	NCS	Non-Ex	June 23, 2023
Short, Alana J.	Recreation Leader - Athletics	\$12.00/hr	NCS	Non-Ex	June 26, 2023

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

<u>ADMINISTRATION</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>
Smolen, Michelle	Assistant City Manager \$54.64/hr	Assistant City Manager \$56.28/hr	NCS	Ex	June 15, 2023
Smolen, Michelle	Assistant City Manager \$56.28/hr	Assistant City Manager \$59.66/hr	NCS	Ex	June 29, 2023
<u>E911</u>					
Bugg, Gregory	E911 Shift Supervisor \$24.19	E911 Shift Supervisor \$24.79	NCS	Non-Ex	July 13, 2023
Loyd, Cierra M.	Telecommunicator \$19.10/hr	Telecommunicator \$19.58/hr	NCS	Non-Ex	July 27, 2023
<u>Finance</u>					
Perkins, Jon	Finance Director \$79.15/hr	Finance Director \$81.53	NCS	Ex	June 1, 2023
Perkins, Jon	Finance Director \$81.53	Finance Director \$86.42	NCS	Ex	June 29, 2023
<u>Fire</u>					
Hatton, Charles P.	Assistant Fire Chief \$32.31/hr	Assistant Fire Chief \$33.68/hr	NCS	Non-Ex	June 15, 2023
Hatton, Charles P.	Assistant Fire Chief \$33.68/hr	Assistant Fire Chief \$35.70/hr	NCS	Non-Ex	June 29, 2023
Stephen, Kyle	Fire Chief \$64.43/hr	Fire Chief \$66.36/hr	NCS	Ex	June 1, 2023
Stephen, Kyle	Fire Chief \$66.36/hr	Fire Chief \$69.18/hr	NCS	Ex	June 15, 2023
Stephen, Kyle	Fire Chief \$69.18/hr	Fire Chief \$73.33/hr	NCS	Ex	June 29, 2023
<u>Parks & Recreation</u>					
Clark, Amie	Parks & Rec Director \$47.27/hr	Parks & Rec Director \$48.69/hr	NCS	Ex	June 1, 2023
Clark, Amie	Parks & Rec Director \$48.69/hr	Parks & Rec Director \$51.61/hr	NCS	Ex	June 29, 2023
<u>PLANNING</u>					
Hutchison, Nicholas	Director of Planning \$46.89/hr	Director of Planning \$47.83/hr	NCS	Ex	May 18, 2023
Hutchison, Nicholas	Director of Planning \$47.83/hr	Director of Planning \$50.70/hr	NCS	Ex	June 29, 2023
<u>Police</u>					
Laird, Brian	Police Chief \$59.98/hr	Police Chief \$61.78/hr	NCS	Ex	June 1, 2023
Laird, Brian	Police Chief \$61.78/hr	Police Chief \$63.02/hr	NCS	Ex	June 15, 2023
Laird, Brian	Police Chief \$63.02/hr	Police Chief \$66.80/hr	NCS	Ex	June 29, 2023

CITY OF PADUCAH
PERSONNEL ACTIONS
July 11, 2023

Public Works

Kelly, Phillip C.	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	June 1, 2023
	\$21.96/hr	\$22.62/hr			
Kelly, Phillip C.	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	June 29, 2023
	\$22.62/hr	\$23.98/hr			
Yarber, Chris	Public Works Director	Public Works Director	NCS	Ex	June 1, 2023
	\$54.82/hr	\$56.47/hr			
Yarber, Chris	Public Works Director	Public Works Director	NCS	Ex	June 29, 2023
	\$56.47/hr	\$59.86/hr			

Technology Department

Stuber, Eric	Chief Technology Director	Chief Technology Director	NCS	Ex	June 15, 2023
	\$50.68/hr	\$52.20/hr			
Stuber, Eric	Chief Technology Director	Chief Technology Director	NCS	Ex	June 29, 2023
	\$52.20/hr	\$55.33/hr			

TERMINATIONS - FULL-TIME (F/T)

E911

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Clark, Kimberly	Division Manager	Resignation	July 14, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Approve MOA for Incentives for 252 Locust Avenue - **J. SOMMER**

Category: Municipal Order

Staff Work
By: Josh
Sommer
Presentation
By: Josh
Sommer

Background Information: Mr. George Sullivan requested consensual annexation into the City for a portion of the lot at 252 Locust Avenue. Said annexation was approved by the Board of Commissioners on May 23, 2023. This MO is to enact the incentives for his consensual annexation.

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:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - Annexation incentives – 252 Locus Avenue
2. Mr. Sullivan's signature
3. Memorandum of Agreement -- Sullivan

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH MR. GEORGE SULLIVAN FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

WHEREAS, the Board of Commissioners approved Ordinance No. 2023-05-8775 to approve the consensual annexation of 2631 Holt Road at the request of Mr. George Sullivan; and

WHEREAS, Mr. George Sullivan wishes to take part in the incentives offered by the City of Paducah.

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

SECTION 1. That the City of Paducah hereby approves and authorizes a Memorandum of Agreement with Mr. George Sullivan in substantially the form attached hereto and made part hereof (Exhibit A) in accordance with the City of Paducah Annexation Incentives Ordinance No. 2022-01-8719.

SECTION 2. That the Mayor is hereby authorized to execute said Memorandum of Agreement approved in Section 1 above.

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, July 11, 2023
Recorded by Lindsay Parish, City Clerk July 11, 2023
\\mo\Annexation incentives – 252 Locus Avenue

Exhibit A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 14th day of June, 2023, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as “City”), and Mr. George Sullivan, 3482 Trail Head Drive; Unit 104, Paducah, KY 42001, (hereafter referred to as “Property Owner”). City and Property Owner are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately 1.93 acres, more or less, which is located at 252 Locust Avenue, Paducah, KY; and

WHEREAS, approximately 1.3 acres, more or less, of the total tract is proposed to be annexed and the terms and agreements contained within this MOA shall only be applicable to said annexed portion of the tract; and

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

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

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

WHEREAS, the social and economic well-being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said properties and to facilitate overall municipal growth, the Parties enter into an agreement by which the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from the annexed portion of the tract therein, over a designated five (5) year period.

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will be able to obtain a building permit for a pole-barn type building or similar for no cost. Said building must be constructed on the annexed portion of the tract.

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will be able to construct an ingress/ egress off Coleman Road for access to the annexed portion of the property. Said ingress/ egress must have approval from the City of Paducah Engineering Department.

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

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

SECTION 1. ANNEXATION: Approximately 1.3 acres of the 1.93-acre tract shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

- (A) Under the terms of this Agreement, the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from the annexed portion of the tract therein over a designated five (5) year period.
- (B) The City of Paducah real estate property tax to be reimbursed by the City to the Property Owner under this Agreement shall be paid solely from real estate property tax revenues collected by the City, hereafter referred to as “Tax Revenues,” over a defined period of five (5) years (the “Reimbursement Term”).
- (C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owner and not to any subsequent developer, purchasers, tenants or other interests present or future. The Property Owner shall promptly inform the City of Paducah Finance Department upon any change of address to which payments are to be sent.
- (D) It is agreed that in the event the Property Owner sells, transfers and/or leases any part of the property, the Property Owner shall continue to receive the incentive payments as defined in this Agreement. It is understood that the incentive payments are to be paid directly to the Property Owner regardless as to who owns and/or leases the properties provided the Property Owner is in compliance with all terms of this Agreement.
- (E) Limitation on Reimbursement of City of Paducah property tax: The City’s maximum liability to the Property Owner for reimbursement shall not exceed the total verified sum of all City real estate property tax revenues collected over the designated five (5) year period.
- (F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on July 12, 2023 for a period of five (5) years terminating on July 12, 2028. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. BUILDING PERMIT INCENTIVE:

- (A) Under the terms of this Agreement, the Property Owner may apply for a building permit at no cost for one (1) pole-barn type structure. A building permit for one (1) structure similar to a pole-barn may be obtained at no

cost. The term “similar” shall be at the discretion of the Fire Prevention Division if the structure is similar to a pole-barn type structure.

(B) The building permit shall cover footer/ foundation inspections, on-going construction inspections and electrical inspections and any other inspection conducted by City of Paducah Fire Prevention personnel in accordance with the approved building permit.

(C) More than one (1) structure constructed on the annexed portion of the property or a different structure that is not a pole-barn type structure or similar shall be required to obtain a building permit at cost.

SECTION 4. SANITATION INCENTIVE:

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

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

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

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

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

(F) The one (1) year time frame must be utilized within five (5) years of the annexation date, said date being July 12, 2023. The Property Owner must notify the City of Paducah Planning Department, in writing, when the one (1) year sanitation service is to begin. Said date shall include ample time for the Planning Department to notify the Public Works Department.

SECTION 5. INGRESS/ EGRESS INCENTIVE:

(A) Under the terms of this Agreement, the Property Owner may construct at least one (1) ingress/ egress point from Coleman Road to the annexed portion of the tract.

(B) The Property Owner shall obtain all necessary permits and approvals from the Engineering Department for the ingress/ egress point(s).

SECTION 6. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

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

SECTION 7. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

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

PROPERTY OWNER:

George Sullivan Revocable Trust
Attn: Mr. George Sullivan
3482 Trail Head Drive; Unit 104
Paducah, KY 42001

SECTION 8. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if the property described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be transferred or assigned to a different property owner.

SECTION 10. SEVERABILITY: The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

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

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Property Owner:

By _____
Mr. George Sullivan

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 14th day of June, 2023, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as “City”), and Mr. George Sullivan, 3482 Trail Head Drive; Unit 104, Paducah, KY 42001, (hereafter referred to as “Property Owner”). City and Property Owner are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately 1.93 acres, more or less, which is located at 252 Locust Avenue, Paducah, KY; and

WHEREAS, approximately 1.3 acres, more or less, of the total tract is proposed to be annexed and the terms and agreements contained within this MOA shall only be applicable to said annexed portion of the tract; and

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

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

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

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said properties and to facilitate overall municipal growth, the Parties enter into an agreement by which the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from the annexed portion of the tract therein, over a designated five (5) year period.

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will be able to obtain a building permit for a pole-barn type building or similar for no cost. Said building must be constructed on the annexed portion of the tract.

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will be able to construct an ingress/ egress off Coleman Road for

access to the annexed portion of the property. Said ingress/ egress must have approval from the City of Paducah Engineering Department.

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

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

SECTION 1. ANNEXATION: Approximately 1.3 acres of the 1.93 acre tract shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

(A) Under the terms of this Agreement, the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from the annexed portion of the tract therein over a designated five (5) year period.

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

(C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owner and not to any subsequent developer, purchasers, tenants or other interests present or future. The Property Owner shall promptly inform the City

of Paducah Finance Department upon any change of address to which payments are to be sent.

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

(E) Limitation on Reimbursement of City of Paducah property tax: The City's maximum liability to the Property Owner for reimbursement shall not exceed the total verified sum of all City real estate property tax revenues collected over the designated five (5) year period.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on July 12, 2023 for a period of five (5) years terminating on July 12, 2028. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. BUILDING PERMIT INCENTIVE:

(A) Under the terms of this Agreement, the Property Owner may apply for a building permit at no cost for one (1) pole-barn type structure. A building permit for one (1) structure similar to a pole-barn may be obtained at no cost. The term "similar" shall be at the discretion of the Fire Prevention Division if the structure is similar to a pole-barn type structure.

(B) The building permit shall cover footer/ foundation inspections, on-going construction inspections and electrical inspections and any other inspection conducted by City of Paducah Fire Prevention personnel in accordance with the approved building permit.

(C) More than one (1) structure constructed on the annexed portion of the property or a different structure that is not a pole-barn type structure or similar shall be required to obtain a building permit at cost.

SECTION 4. SANITATION INCENTIVE:

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

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

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

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

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

(F) The one (1) year time frame must be utilized within five (5) years of the annexation date, said date being July 12, 2023. The Property Owner must notify the City of Paducah Planning Department, in writing, when the one (1) year sanitation service is to begin. Said date shall include ample time for the Planning Department to notify the Public Works Department.

SECTION 5. INGRESS/ EGRESS INCENTIVE:

(A) Under the terms of this Agreement, the Property Owner may construct at least one (1) ingress/ egress point from Coleman Road to the annexed portion of the tract.

(B) The Property Owner shall obtain all necessary permits and approvals from the Engineering Department for the ingress/ egress point(s).

SECTION 6. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

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

SECTION 7. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

City of Paducah

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

PROPERTY OWNER:

George Sullivan Revocable Trust
Attn: Mr. George Sullivan
3482 Trail Head Drive; Unit 104
Paducah, KY 42001

SECTION 8. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if the property described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be transferred or assigned to a different property owner.

SECTION 10. SEVERABILITY: The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid

or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

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

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Property Owner:

By _____
Mr. George Sullivan

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Approve the Application and Acceptance of a Department of Justice Bulletproof Vest Program Grant in the amount of \$6,795 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Robin Newberry,
Hope Reasons
Presentation By: Brian Laird

Background Information: The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police.

The National Institute of Justice, the research, development and evaluation agency of the United States Department of Justice, sets the only nationally accepted standards for body armor worn by law enforcement officers. NIJ recognizes an industry standard of a five-year life span on body armor. The Department of Justice BVP also recognizes a five-year life span on body armor. In light of these industry standards and endorsements by the preeminent law enforcement agencies, the Paducah Police Department follows a five-year replacement plan for body armor worn by law enforcement officers.

The Police Department is requesting funding for 18 body armor vests for a total cost of \$13,590. The cost per vest on the state contract price is \$755. This grant requires a 50-percent match; therefore, the Police Department will request \$6,795 from the BVP program and provide \$6,795 from FY24 operating funds.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Field Operating Supplies

Account Number: 10001602-535130

Staff Recommendation: Authorize the application and acceptance of the Bulletproof Vest Grant Program grant and the Mayor to sign all documentation related to same.

Attachments:

1. MO - app & award – DOJ – Bulletproof Vest Grant 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A U. S. DEPARTMENT OF JUSTICE (DOJ) BULLETPROOF VEST GRANT PROGRAM IN THE AMOUNT OF \$6,795 FOR THE PURCHASE OF 18 BODY ARMOR VESTS, ACCEPTING ANY GRANT FUNDS AWARDED BY THE U. S. DEPARTMENT OF JUSTICE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a U. S. Department of Justice (DOJ) Bulletproof Vest Partnership Grant in the amount of \$6,795 for purchase of eighteen body armor vests. The cost per vest on the State contract is \$755 for a total cost of \$13,590. This grant requires a fifty percent (50%) match; therefore, the Police Department will request \$6,795 from the BVP program and provide \$6,795 from FY2024 operating funds.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the U. S. Department of Justice (DOJ) Bulletproof Vest Program Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. The fifty percent (50%) match will be paid from Field Operating Supplies, Account Number 1000-1602-535130.

SECTION 4. 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, July 11, 2023
Recorded by Lindsay Parish, City Clerk, July 11, 2023
\\mo\grants\app & award – DOJ – Bulletproof Vest Grant 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Authorize the Acceptance of a KY Office of Homeland Security Cybersecurity Grant in the amount of \$12,474 - **E. STUBER**

Category: Municipal Order

Staff Work By: Eric
Stuber, Hope Reasons
Presentation By: Eric
Stuber

Background Information: The potential consequences of cyber incidents threaten national security. Strengthening cybersecurity practices and resilience of state, local, and territorial (SLT) governments is an important homeland security mission and the primary focus of the State and Local Cybersecurity Grant Program (SLCGP). Through funding from Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. The total project cost is \$13,860.

The Technology Department requested \$12,474 to establish a cybersecurity governance program that will define key senior officials and outline guided principals, roles and responsibilities, cybersecurity operations, incident response, recovery operations, security awareness, and cultural transformation. The grant requires a 10% match in the amount of \$1,386. The Commission approved the application for this grant on 10/25/22 with MO 2661.

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: 1000-0501-523070

Staff Recommendation: Authorize the acceptance of the KOHS Cybersecurity Grant and the Mayor to sign all documents related to same.

Attachments:

1. award – Homeland Security Cybersecurity Grant 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS FOR A CYBERSECURITY GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF \$12,474 TO ESTABLISH A CYBERSECURITY GOVERNANCE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a Cybersecurity Grant through the Kentucky Office of Homeland Security adopted by Municipal Order 2661 on October 25, 2022, in the amount of \$12,474 to establish a cybersecurity governance program that will define key senior officials and outline guided principals, roles and responsibilities, cybersecurity operations, incident response, recovery operations, security awareness, and cultural transformation; and

WHEREAS, the City of Paducah has been awarded the grant and is ready to accept grant funds.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$12,474 for a Cybersecurity Grant through the Kentucky Office of Homeland Security to establish a cybersecurity governance program that will define key senior officials and outline guided principals, roles and responsibilities, cybersecurity operations, incident response, recovery operations, security awareness, and cultural transformation, and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 2. The grant requires a ten percent (10%) match in the amount of \$1,386. This amount shall be paid through Account Number 1000-0501-523070.

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 July 11, 2023
Recorded by Lindsay Parish, City Clerk July 11, 2023
MO\grants\award – Homeland Security Cybersecurity Grant 2022

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Authorize Contract Modifications in the amount of \$51,108.15 for construction and material items at the Civic Center - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: The Board of Commissioners approved a contract with Midstates Construction for the renovation of the Robert Cherry Civic Center on March 28, 2023 and issued a notice to proceed to commence work on or before April 17, 2023.

Midstates construction has issued requests for proposal on discovery items that were found during the demolition process, in addition to a few additions and changes in the equipment at the request of the owner, to support an Emergency Operating System location, in the amount of \$51,108.15.

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

If yes, please list the Commission Priority: Civic Center, Facilities

Communications Plan:

Funds Available: Account Name: ARPA Funding

Account Number: MR0093

Staff Recommendation: Approve

Attachments:

1. MO contract modification – Midstates Robert Cherry Civic Center
2. 2147 - Cherry Civic Center - Construction RFP REVISED- 20230629 (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR ADDITIONAL ITEMS AND EQUIPMENT IN THE AMOUNT OF \$51,108.15, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Municipal Order No. 2715, the City of Paducah authorized an Agreement with Midstates Construction, Inc. in the amount of \$1,557,697 for the Robert Cherry Civic Center Renovation Project; and

WHEREAS, certain contract modifications are now required due to discoveries made in the demolition process and additions requested by the City for a total change in the amount of \$51,108.15.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 1 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of \$51,108.15 and authorizes the Mayor to execute all documents necessary to on behalf of the City.

SECTION 2. The adoption of Contract Modification No. 1 increases the Agreement amount by \$51,108.15, henceforth increasing the total agreement to an amount of \$1,608,805.15. This expenditure shall be charged to the ARPA Funding Project Account No. MR0093.

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

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Authorize an Intent to Award Letter to Communications International for the Paducah/McCracken County Public Safety Radio Communication System Project - **D. JORDAN**

Category: Municipal Order

Staff Work By: Lindsay Parish, Daron Jordan, Brian Laird, Anthony Copeland, Steve Kyle, Kimberly Clark
Presentation By: Daron Jordan

Background Information: On December 2, 2022, the City of Paducah, jointly with the County of McCracken, issued a Request for Proposals for the Paducah/McCracken County Public Radio Communication System Upgrade Project. Two (2) proposals were received by the City of Paducah and opened on March 2, 2023. The City and County created a team to evaluate the proposals. After an in depth evaluation, Communications International, Inc. has been determined as the responsible bidder whose proposal is determined to be most advantageous based upon evaluation factors set forth in the request for proposals.

This action authorizes the Mayor, jointly with the Judge Executive, to issue an intent to award letter to Communications International. Further, this action authorizes the City Manager to enter into conversations with Communications International to finalize a master agreement for the project. The master agreement will be brought back to the City Commission for approval.

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

If yes, please list the Commission Priority: 911 Radio/Tower Upgrades and Operational Funding

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO 911 Communications Upgrade – Intent to Award

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR, ALONG WITH THE MCCRACKEN COUNTY JUDGE EXECUTIVE, TO ISSUE AN INTENT TO AWARD LETTER TO COMMUNICATIONS INTERNATIONAL, INC. FOR THE PADUCAH AND MCCRACKEN COUNTY PUBLIC RADIO COMMUNICATION SYSTEM UPGRADE PROJECT AND AUTHORIZING THE CITY MANAGER TO BEGIN CONVERSATIONS WITH COMMUNICATIONS INTERNATIONAL, INC. TO DEVELOP A MASTER CONTRACT FOR THE PROJECT

WHEREAS, on December 2, 2022, the City of Paducah, jointly with the County of McCracken, issued a Request for Proposals for the Paducah/McCracken County Public Radio Communication System Upgrade Project; and

WHEREAS, two (2) proposals were received by the City of Paducah and opened on March 2, 2023; and

WHEREAS, after evaluation, Communications International, Inc. has been determined as the responsible bidder whose proposal is determined to be most advantageous based upon evaluation factors set forth in the request for proposals; and

WHEREAS, the City of Paducah now wishes for the City Manager to enter into conversations with Communications International to finalize a master agreement for the project.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to issue a letter of intent to award jointly with the McCracken County Judge Executive to Communications International, Inc.

SECTION 2. That the Board of Commissioners hereby authorizes the City Manager to enter into conversations with Communications International, Inc. on behalf of the City of Paducah in order to develop a master contract for the project which shall be brought back to the Board of Commissioners for approval.

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, July 11, 2023
Recorded by Lindsay Parish, City Clerk, July 11, 2023
mo\911 Communications Upgrade – Intent to Award

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Authorize the Closing of 33,517 Square Feet of Old Coleman Road Between 3200, 3204 & 3226 Coleman Road - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer
Presentation By: Rick Murphy

Background Information: The following adjacent property owners have submitted an executed application requesting the closure of 33,517 Square Feet of Old Coleman Road Between 3200, 3204 & 3226 Coleman Road:

- Philip Higdon, Higdon Development Inc
- Dustin Hancock, R & S Inc

On June 5, 2023, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with all tracts remaining as public utility easements.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closing of 33,517 Square Feet of Old Coleman Road Between 3200, 3204 & 3226 Coleman Road, and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD Closure 3200, 3204 & 3226 Coleman Road
2. Old Coleman Road App
3. 23050 HIGDON ROAD CLOSURE
4. Coleman Rd_3200-3204_PC Resolution

ORDINANCE NO. 2023-_____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,517 SQUARE FEET OF OLD COLEMAN ROAD BETWEEN 3200, 3204 AND 3226 COLEMAN ROAD AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of 33,517 Square Feet of Old Coleman Road between 3200, 3204 and 3226 Coleman Road as follows:

LEGAL DESCRIPTION OF TRACT “A” (0.19 ACRES)

Lying on the Northeasterly side of Relocated Coleman Road and being part of the Old Coleman Road as shown on Plat Section “K”, page 1126 and Plat Section “K”, page 1637, McCracken County Clerks (sic) office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follow to wit: Beginning at a ½” rebar with cap 3861 set in the Northeasterly right-of-way line of Relocated Coleman Road at its intersection with the Easterly right-of-way line of Old Coleman Road, said Point being at the Northwesterly corner of the McDonalds Real Estate Company property per Deed Book 1223, page 31 and the Southwesterly corner of Tract III per Plat Section “J”, page 1084 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1925738.654 and Easting 786472.755; THENCE FROM SAID POINT OF BEGINNING N 26°45'45" W with the Northeasterly right-of-way line of said Relocated Coleman Road 73.42 feet to a 1/2 inch rebar with cap No. 3861, set at its intersection with the centerline of Old Coleman Road; thence Northeastwardly with the centerline meanders of said Old Coleman Road for the following 2 calls: N 09°14'02" E 78.45 feet to a 1/2 inch rebar with cap No. 3861 set; and N 22°15'42" E 176.54 feet to a 1/2 inch rebar with cap No. 3861 set; thence S 64°37'33" E on a new division line a distance of 15.05 feet to a 1/2 inch rebar with cap No. 3861 set in the Easterly right-of-way line of said Old Coleman Road and the Westerly line of the R & S Inc. property per Deed Book 920, page 689 and shown as Tract III per Plat Section “J”, page 1084; thence Southwestwardly with the Easterly right-of-way line of said Old Coleman Road and the Westerly line of said R & S Inc. property per Deed Book 920, page 689 and Tract III per Plat Section “J”, page 1084 for the following 2 calls: 13°55'57" W 177.30 feet to a 1/2 inch rebar with cap No. 3861 set at the beginning of a curve to the left having a radius of 246.48 feet; and Southwestwardly with said curve to the left (a chord being S 7°42'47" W 129.01 feet) a distance of 130.53 feet to the Point of Beginning and containing 0.19 Acres.

LEGAL DESCRIPTION OF TRACT “B” (0.56 ACRES)

Lying on the Northeasterly side of Relocated Coleman Road and being part of the Old Coleman Road as shown on Plat Section “K”, page 1126 and Plat Section “K”, page 1637,

McCracken County Clerks (sic) office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follow to wit:

Beginning at a ½" rebar with cap 3861 set in the Northeasterly right-of-way line of Relocated Coleman Road at its intersection with the Southwesterly right-of-way line of Old Coleman Road as shown on Plat Section "K", page 1126 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1925869.772 and Easting 786406.630; THENCE FROM SAID POINT OF BEGINNING Northeastwardly and Northwestwardly with the Southwesterly right-of-way line of said Old Coleman Road for the following 5 calls: N 16°12'54" E 28.15 feet to an existing concrete monument; N 30°29'21" E 179.49 feet to a 1/2 inch rebar with cap No. 3861 set; N 20°07'58" E a distance of 33.52 feet to a 1/2 inch rebar with cap No. 3861 set at the beginning of a curve to the left having a radius of 40.00 feet; Northwestwardly with said curve to the left (a chord being N 18°45'53" W 50.12 feet) a distance of 54.16 feet to a 1/2 inch rebar with cap No. 3861 set at the end of said curve; and N 57°33'15" W 435.58 feet to a ½" rebar with cap 3861 set in the Northeasterly right-of-way line of aforesaid Relocated Coleman Road; thence N 28°55'54" W with the Northeasterly right-of-way line of said Relocated Coleman Road 62.63 feet to a ½" rebar with cap 3861 set at the intersection with the Northerly right-of-way line of said Old Coleman Road; thence Southeastwardly with the Northerly right-of-way line of said Old Coleman Road for the following 3 calls: S 57°33'15" E 490.55 feet to a ½" rebar with cap 3861 set at the beginning of a curve to the right having a radius of 70.00 feet; Southeastwardly with said curve to the right (a chord being S 18°45'53" E 87.70 feet) a distance of 94.78 feet to a ½" rebar with cap 3861 set at the end of said curve; and S 20°10'16" W 36.33 feet to a ½" rebar with cap 3861 set in the Westerly line of the R & S Inc. property per Deed Book 920, page 689 and shown as Tract III per Plat Section "J", page 1084; thence N 64°37'33" W on a new division line 15.05 feet to a ½" rebar with cap 3861 set in the centerline of Old Coleman Road; thence Southwestwardly with the centerline of said Old Coleman Road for the following 2 calls: S 22°15'42" W 176.54 feet to a ½" rebar with cap set; and S 9°14'02" W 78.45 feet to a ½" rebar with cap 3861 set in the Northeasterly right-of-way line of aforesaid Relocated Coleman Road; thence N 26°45'45" W with the Northeasterly right-of-way line of said Coleman Road 73.42 feet to the Point of Beginning and containing 0.56 Acres.

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

- a. Philip Higdon, Higdon Development, Inc., and Dustin Hancock, R & S, Inc., adjacent property owners, have submitted an executed application requesting the closure of 33,517 Square Feet of Old Coleman Road between 3200, 3204 and 3226 Coleman Road.
- b. Philip Higdon, Higdon Development, Inc., and Dustin Hancock, R & S, Inc., are the only property owner in or abutting the public way; and therefore, have given their written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

- c. On the 5th day of June, 2023, the Paducah Planning Commission of the City of Paducah held a public hearing and made a positive recommendation to the City Commission for this closure with all tracts remaining as public utility easements.

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

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 27, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

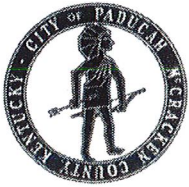
Published by The Paducah Sun, _____

\\ord\\eng\\st close\\ Closure 3200, 3204 & 3226 Coleman Road

CERTIFICATION

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

City Clerk



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

Date: June 5th, 2023

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

Public Right-of-Way: Old Coleman Road

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

Respectfully submitted by all adjoining property owners:

C. Philip Higdon
Signature of Property Owner

Higdon Development, Inc.

Property Owner's Name Printed

3230 Coleman Road

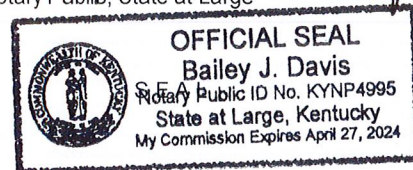
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 10th day of June, 2023,
by C. Philip Higdon

My Commission expires April 27, 2024

Bailey J. Davis
Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

Signature of Property Owner

R&S, Inc.

Property Owner's Name Printed

3805 Hinkleville Road

Address

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 33,517 SQUARE FEET OF OLD COLEMAN ROAD BETWEEN 3200, 3204 & 3226 COLEMAN ROAD.

WHEREAS, a public hearing was held on June 5, 2023 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close 33,517 square feet of Old Coleman Road between 3200, 3204 & 3226 Coleman Road.

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

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

LEGAL DESCRIPTION

OF

TRACT "A" (0.19 ACRES)

Lying on the Northeasterly side of relocated Coleman Road and being part of the Old Coleman Road as shown on Plat Section "K", page 1126 and Plat Section "K", page 1637, McCracken County Clerk's office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follow to wit:

Beginning at a ½" rebar with cap 3861 set in the Northeasterly right-of-way line of Relocated Coleman Road at its intersection with the Easterly right-of-way line of Old Coleman Road, said Point being at the Northwestern corner of the McDonalds Real Estate Company property per Deed Book 1223, page 31 and the Southwesterly corner of Tract III per Plat Section "J", page 1084 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1925738.654 and Easting 786472.755; THENCE FROM SAID POINT OF BEGINNING N 26°45'45" W with the Northeasterly right-of-way line of said relocated Coleman Road 73.42 feet to a 1/2 inch rebar with cap No. 3861, set at its intersection with the centerline of Old Coleman Road; thence Northeastwardly with the centerline meanders of said Old Coleman Road for the following 2 calls: N 09°14'02" E 78.45 feet to a 1/2 inch rebar with cap No. 3861 set; and N 22°15'42" E 176.54 feet to a 1/2 inch rebar with cap No. 3861 set; thence S 64°37'33" E on a new division line a distance of 15.05 feet to a 1/2 inch rebar with cap No. 3861 set in the Easterly right-of-way line of said Old Coleman Road and the Westerly line of the R & S Inc. property per Deed Book 920, page 689 and shown as Tract III per Plat Section "J", page 1084; thence Southwestwardly with the Easterly right-of-way line of said Old Coleman Road and the Westerly line of said R & S Inc. property per Deed Book 920, page 689 and Tract III per Plat Section "J", page 1084 for the following 2 calls: S 13°55'57" W 177.30 feet to a 1/2 inch rebar with cap No. 3861 set at the beginning of a curve to the left having a radius of 246.48 feet; and Southwestwardly with said curve to the left (a chord being S 7°42'47" W 129.01 feet) a distance of 130.53 feet to the Point of Beginning and containing 0.19 Acres.

LEGAL DESCRIPTION

OF

TRACT "B" (0.56 ACRES)

Lying on the Northeasterly side of relocated Coleman Road and being part of the Old Coleman Road as shown on Plat Section "K", page 1126 and Plat Section "K", page 1637, McCracken County Clerk's office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follow to wit:

Beginning at a ½" rebar with cap 3861 set in the Northeasterly right-of-way line of relocated Coleman Road at its intersection with the Southwesterly right-of-way line of Old Coleman Road as shown on Plat Section "K", page 1126 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of:

Northing 1925869.772 and Easting 786406.630; THENCE FROM SAID POINT OF BEGINNING Northeastwardly and Northwestwardly with the Southwesterly right-of-way line of said Old Coleman Road for the following 5 calls: N 16°12'54" E 28.15 feet to an existing concrete monument; N 30°29'21" E 179.49 feet to a 1/2 inch rebar with cap No. 3861 set; N 20°07'58" E a distance of 33.52 feet to a 1/2 inch rebar with cap No. 3861 set at the beginning of a curve to the left having a radius of 40.00 feet; Northwestwardly with said curve to the left (a chord being N 18°45'53" W 50.12 feet) a distance of 54.16 feet to a 1/2 inch rebar with cap No. 3861 set at the end of said curve; and N 57°33'15" W 435.58 feet to a 1/2" rebar with cap 3861 set in the Northeasterly right-of-way line of aforesaid Relocated Coleman Road; thence N 28°55'54" W with the Northeasterly right-of-way line of said Relocated Coleman Road 62.63 feet to a 1/2" rebar with cap 3861 set at the intersection with the Northerly right-of-way line of said Old Coleman Road; thence Southeastwardly with the Northerly right-of-way line of said Old Coleman Road for the following 3 calls: S 57°33'15" E 490.55 feet to a 1/2" rebar with cap 3861 set at the beginning of a curve to the right having a radius of 70.00 feet; Southeastwardly with said curve to the right (a chord being S 18°45'53" E 87.70 feet) a distance of 94.78 feet to a 1/2" rebar with cap 3861 set at the end of said curve; and S 20°10'16" W 36.33 feet to a 1/2" rebar with cap 3861 set in the Westerly line of the R & S Inc. property per Deed Book 920, page 689 and shown as Tract III per Plat Section "J", page 1084; thence N 64°37'33" W on a new division line 15.05 feet to a 1/2" rebar with cap 3861 set in the centerline of Old Coleman Road; thence Southwestwardly with the centerline of said Old Coleman Road for the following 2 calls: S 22°15'42" W 176.54 feet to a 1/2" rebar with cap set; and S 9°14'02" W 78.45 feet to a 1/2" rebar with cap 3861 set in the Northeasterly right-of-way line of aforesaid Relocated Coleman Road; thence N 26°45'45" W with the Northeasterly right-of-way line of said Coleman Road 73.42 feet to the Point of Beginning and containing 0.56 Acres.

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

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

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



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on June 5, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: July 11, 2023

Short Title: Amend Code of Ordinances Section 6-62 related to the Entertainment Destination Center - L.
PARISH

Category: Ordinance

Staff Work By: Lindsay Parish, Nicholas Hutchison, Angela Schade, Pam Spencer, Michelle Smolen
Presentation By: Lindsay Parish

Background Information: In 2021, the City of Paducah created an Entertainment Destination Center (EDC) in a portion of downtown Paducah to allow patrons to carry alcoholic beverages in EDC-branded cups in the common areas of the designated EDC area. At that time, state law did not allow for those alcoholic beverages to be taken into non-licensed businesses such as retail stores.

House Bill 237 was signed into law on March 21, 2023, and becomes effective on July 1, 2023. House Bill 237 amends KRS 243.020 to allow for the possession and consumption of alcoholic beverages in all businesses located within an Entertainment Destination Center which receive written permission from the EDC license holder (the City of Paducah). This applies to both businesses that hold alcohol licenses and businesses that do not hold alcohol licenses. In order to implement the change at a local level, the City must amend our ordinance to align with the changes to State law.

Businesses will not be required to allow EDC cups in their establishment. Businesses may choose to allow the EDC cups on their premises by requesting written permission from the City. Paducah Main Street will provide participating businesses with a window decal that shows EDC cups are allowed in the business. This will help patrons identify the locations where they can enter with their EDC cups. These changes will also allow for "Sip-and-Shop" promotions in our downtown through Paducah Main Street.

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

If yes, please list the Commission Priority: Downtown.

Communications Plan: Main Street meetings, City website, Commission Meeting highlights, EDC Window Decals, Sip-and-Shop Promotions.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. 6-62 Amend EDC

ORDINANCE NO. 2023-____ - _____

**AN ORDINANCE AMENDING CHAPTER 6, ARTICLE III ENTERTAINMENT
DESTINATION CENTER (EDC), OF THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, House Bill 237 was signed into law on March 21, 2023, and becomes effective on July 1, 2023; and

WHEREAS, House Bill 237 amends KRS 243.020 to allow the possession and consumption of alcoholic beverages at nonlicensed businesses within or sharing a boundary with an entertainment destination center and at licensed business within or premises sharing a boundary with an entertainment destination center; and

WHEREAS, House Bill 237 also amends KRS 243.020 to limit the alcoholic beverages to those purchased at the entertainment destination center or at a licensee within or sharing a boundary with the entertainment destination center and to require written permission from the entertainment destination center before the alcoholic beverages may be possessed or consumed at that place of business; and

WHEREAS, the City of Paducah now wishes to amend Chapter 6, Alcoholic Beverages, Article III, Entertainment Destination Center (EDC), of the Code of Ordinances of the City of Paducah, Kentucky, to reflect the changes to KRS 243.020.

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

SECTION 1. Chapter 6, Article III, Entertainment Destination Center (EDC), of the Code of Ordinances shall be amended as follows:

Sec. 6-62 - Regulations

- A. The City of Paducah shall apply to the Commonwealth of Kentucky Department of Alcoholic Beverage Control for an EDC license and shall be the listed licensee.

B. The City Manager for City of Paducah shall serve as the administrator of the EDC license.

C. An ABC licensee that is located within the EDC and which sells alcoholic beverages shall be required to hold the necessary alcoholic beverage license or licenses for its premises. Only the applicable existing retail drink licenses are required by the State for an ABC licensee to participate in the EDC. There is no additional license required by the State for a business to operate within the EDC.

D. To participate in the EDC, an ABC licensee must submit a written application to the City Manager. After verifying that the ABC licensee has met all of the requirements of the EDC, the City Manager shall enter into a written agreement with the ABC licensee to permit their involvement in the EDC.

1. All ABC licensees approved by the City Manager to operate within the EDC must enter into a written agreement with the City in which ABC licensee agrees to indemnify City and hold City harmless for any incidents which occur as a result of the ABC licensee operating within the EDC, as well as naming the City as an additional insured on the ABC licensee's Liquor Liability Insurance Policy and provide the City a written certification evidencing same.

2. All ABC licensees approved by the City Manager to operate within the EDC must pay a yearly fee.

3. All ABC licensees approved by the City Manager to operate within the EDC must provide supplemental training to all servers and bartenders employed by the ABC licensee. The purpose of this supplemental training will be to educate the employees of the additional regulations the business is subject to as part of the EDC. Proof of this required additional training must be submitted to the City Clerk's Office on or before July 15 of each year.

4. Any EDC Agreement shall automatically terminate upon transfer of the ownership of the EDC licensee. Upon such termination, new ownership will be required to reapply for an EDC license if they desire to participate in the EDC.

5. If permission to participate in the EDC is denied by the City Manager, the ABC licensee may file an appeal of the decision to the Board of Commissioners who will conduct a hearing as to whether to uphold or overturn the decision of the City Manager.

E. During EDC operational hours, customers may leave the premises of an EDC Participating ABC licensee with alcoholic beverage drinks in the EDC branded cups and consume those drinks in any entertainment destination center common area, [~~or at other licensed EDC premises within the EDC, if permitted by the ABC licensee~~] if the City:

1. Possesses the common area;
2. Provides adequate security for the common area;

3. Ensures that the public streets are controlled in a manner that ensures public safety and pedestrian protection from vehicular traffic; and
4. Has granted written permission for the conduct to participating ABC licensee and has a signed agreement with the City to conduct these activities.

F. Upon obtaining written permission from the City of Paducah, as outlined in subsection (G), the following businesses may choose to allow customers to possess and drink beverages that were purchased from another EDC Participating retail drink licensee located wholly within, or that has a storefront sharing a physical boundary with, the licensed Entertainment Destination Center during EDC operational hours:

1. A business with a retail drink license located wholly within the licensed entertainment destination center or that has a storefront sharing a physical boundary with the licensed entertainment destination center; and
2. A business that does not have a retail drink license that is located wholly within the licensed entertainment destination center or that has a storefront sharing a physical boundary with the licensed entertainment destination center.

G. 1. KRS 243.020 requires the City to provide written permission to any business wishing to participate in Sec. 6-62 – Regulations, Section F. Any business that desires to participate in this portion of the ordinance must contact the Alcoholic Beverage Administrator or Deputy Alcoholic Beverage Administrator to obtain written permission to participate. Written permission may be denied or revoked if:

- i. The business does not maintain an active business license with the City of Paducah in accordance with Chapter 106, Article III.
- ii. The business does not have a valid Certificate of Occupancy issued by the City of Paducah.
- iii. The business operated at the location does not routinely allow the public to enter the premises in the normal course of business.
- iv. The business, its patrons, agents, servants, or employees engage in disorderly behavior as that term is defined in KRS 244.120(2).

2. If written permission is denied to a business requesting permission to allow customers to possess and drink beverages that were purchased from an EDC participating retail drink licensee, that business may file an appeal of the decision to the Board of Commissioners who will conduct a hearing as to whether to uphold or overturn the decision to deny written permission.

3. Any revocation of written permission to a business allowing customers to possess and drink beverages that were purchased from an EDC participating retail drink licensee will be provided with twenty-four (24) hours' notice. The business may appeal this denial or revocation to the Board of Commissioners within seven (7) days of the notice of revocation. If the business fails to appeal a license revocation within the time frame set forth herein, such decision shall not be subject to further review.

[F] H. An ABC licensee shall hold all necessary licenses to sell alcoholic beverages within the EDC on Sundays, if they plan to participate within the EDC on Sundays.

[G]I. Participating ABC licensees and non-licensed businesses may prohibit customers from entering their premises with an alcoholic beverage purchased from a ~~[different]~~-Participating ABC licensee.

[H]J. Patrons are prohibited from taking alcoholic beverages outside the physical boundaries of the entertainment destination center.

[I]K. Any drinks that are removed from the premises of an ABC licensee participating in the EDC shall be in a City of Paducah Entertainment Destination cup, which shall meet the requirements of the City regarding the type and design of the cup. These cups shall be purchased by licensee.

[J]L. In no event shall patrons be permitted to bring any alcoholic beverages purchased outside of the EDC into the EDC.

[K]M. Operational hours. Operational hours of the EDC shall be from 6:00 a.m. until 12:00 a.m. and shall run from Sunday through Saturday. These hours are currently consistent with the operating hours for City of Paducah parks.

[L]N. Special events. Alcohol regulations for festivals still apply. The City retains its discretion to apply additional conditions to EDC licensees and to amend district operations during a special event.

[M]O. Nothing in this article shall be construed to prohibit minors from entering the EDC common areas.

[N]P. License revocation. All EDC licensees shall agree that they are aware their EDC license may be revoked by City with twenty-four (24) hours' notice upon a finding by the City Manager, as EDC Administrator, that the EDC licensee has violated any terms or conditions of the EDC Ordinance, the EDC Agreement entered into by the parties, or any federal, state, or City laws. The EDC Licensee is also aware that the EDC license may be revoked by the City Manager, if the EDC licensee is convicted of serving alcohol to a minor. The EDC licensee may appeal this revocation to the Board of Commissioners within seven (7) days of the notice of revocation. If EDC licensee fails to appeal a license revocation within the time frame set forth herein, such decision shall not be subject to further review.

SECTION 2. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

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

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
Published by *The Paducah Sun*, _____
6-62 Amend EDC
(00280204)