SPECIAL CALLED CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 5, 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

PUBLIC HEARING FY2024 Property Tax Levy

PUBLIC COMMENTS

PROCLAMATION City Government Month

PROCLAMATION Suicide Prevention Month - Troy Brock, Paducah Independent School System

PROCLAMATION 50th Anniversary of Paducah Cooperative Ministry - Lacy Boling, Executive Director

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.	**CONSENT AGENDA**	
		A.	Approve Minutes for August 22, 2023, Board of Commissioners Meeting
		B.	Receive & File Documents
		C.	Appointment of Sarah Walker to the Paducah-McCracken County Senior Citizen, Inc. Board
		D.	Appointment of Chad Clark to the Creative & Cultural Council
		E.	Personnel Actions
		F.	Authorize the Acceptance of a FEMA Port Security Grant in the Amount of $543,750 - **S. KYLE**
		G.	Approve the Application for a Kentucky Office of Homeland Security Cybersecurity Grant in an Amount not to Exceed $40,000 **- E. STUBER**

		H.	Authorize a Funding Agreement with the Paducah-McCracken County Riverport Authority in an amount of $100,000 - **M. SMOLEN**
		I.	Authorize the Mayor to enter into an agreement with Pine Bluff Materials for the placement of a spud barge for their use at the Ohio River Boat Dock - **A. CLARK**
		J.	Authorize the Application and Acceptance of the 2024 Litter Abatement Grant **- C. YARBER**
		K.	Approve FY2024 Contract For Services with Barkley Regional Airport Authority in the amount of $120,000 - **D. JORDAN**
	II.	**ORDINANCE(S) - INTRODUCTION**	
		A.	Setting Tax Levies: Ad Valorem Properties -- FY2024 - **S. MILLAY**
		B.	Budget Amendment Related to GO Bond 2013B Payoff - FY2024 - **D. JORDAN**
	III.	**DISCUSSION**	
		A.	Solid Waste GPS System - **C. YARBER**
	IV.	**COMMENTS**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	**EXECUTIVE SESSION**	

August 22, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 22, 2023, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Sandra Wilson presided. Upon call of the roll by Assistant City Clerk, Claudia Meeks, the following answered to their names: Commissioners Guess, Smith and Mayor Pro Tem Wilson (3). Commissioner Henderson and Mayor Bray were unable to attend (2).

INVOCATION

Commissioner Smith led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

PUBLIC COMMENT

Cathy Coad made a comment concerning the intersection of Buckner Lane and Pines Road. She has attended a previous meeting and asked for an update.

CONSENT AGENDA

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

I(A)	Approve Minutes for the August 8, 2023, Board of Commissioners Meeting
I(B)	Receive and File Documents: *Deed File:* 1. Quitclaim Deed – City of Paducah to Jim Smith Contracting Company, LLC – ORD 2023-05-8722 *Contract File:* 1. Change Order – Jim Smith Contracting – Buckner Lane Project – ORD 2023-08-8787 2. Contract Modification – Robert Cherry Civic Center – Midstates Construction – MO #2774 3. Contract For Services between City of Paducah and Melber Volunteer Fire Department – MO #2775
I(C)	Reappointment of Patrick Perry and Carol Young to the Board of Adjustment. Said terms shall expire August 31, 2027
I(D)	Reappointment of Melinda Winchester and appointment of Carol Gault to replace Allan Rhodes, whose term has expired, to the Code Enforcement Board. Said terms shall expire August 22, 2027.

I(E)	Appointment of Ryan Garner to the Paducah/McCracken County Convention Center Corporation Board to replace Andrew McGlenon, who resigned. Said term shall expire June 30, 2025.
I(F)	Reappointment of Bruce Carter, Jackie Smith, Mary Hammond, Paul Grumley, Monica Feiler and Karen Petter and appointment of Lori Hogancamp to replace Ardenia Cleary and Leslie Haywood to replace Pamela Mani, whose terms have expired. Said terms shall expire July 1, 2027.
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR BIDS FOR A POUR-IN-PLACE (PIP) RUBBER SURFACE FOR THE PLAYGROUND IMPROVEMENTS AT ROBERT COLEMAN PARK **(MO #2779; BK 13)**

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

Adopted on call of the roll yeas, Commissioners Guess, Smith, Mayor Pro Tem Wilson (3).

<u>MUNICIPAL ORDERS</u>

CONTRACT WITH CHAMBERS ROOFING CO., FOR MARKET HOUSE ROOF REPLACEMENT

Commissioner Smith offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF CHAMBERS ROOFING CO., INC. FOR REPLACEMENT OF THE MARKET HOUSE BUILDING ROOF IN THE AMOUNT OF $83,887.04 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME."

Adopted on call of the roll yeas, Commissioners Guess, Smith, Mayor Pro Tem Wilson (3).
(MO #2780, BK 13)

ANNUAL APPROPRIATION FOR PAXTON PARK

Commissioner Guess offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF $100,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAYMENT."

Adopted on call of the roll yeas, Commissioners Guess, Smith, Mayor Pro Tem Wilson (3). **(MO #2781, BK 13)**

ORDINANCE ADOPTIONS

AUTHORIZE CLOSING OF 31,659 SQUARE FEET OF PLUM STREET AND 111,331 SQUARE FEET OF BROWER CIRCLE

Commissioner Smith offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF 31,659 SQUARE FEET OF PLUM STREET AND 111,331 SQUARE FEET OF BROWER CIRCLE, AUTHORIZING THE INITIATION OF A REQUEST IN CIRCUIT COURT FOR THE CLOSURE, 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 31,659 square feet of Plum Street and 111,331 square feet of Brower Circle, and authorizes, empowers and directs the Mayor to execute quitclaim deeds from the City of Paducah to the property owners in or abutting the public way to be closed.

Adopted on call of the roll yeas, Commissioners Guess, Smith, Mayor Pro Tem Wilson (3). **(ORD 2023-08-8788, BK 36)**

APPROVE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FY24 BUDGET

Commissioner Guess offered motion, seconded by Commissioner Smith that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ADOPTING THE ANNUAL OPERATING BUDGET FOR THE PADUCAH KENTUCKY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF SAID PROGRAM." This Ordinance is summarized as follows: This ordinance adopts the Annual Operating Budget for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, for the Section 8 Housing Choice Voucher Program.

Adopted on call of the roll yeas, Commissioners Guess, Smith, Mayor Pro Tem Wilson (3). **(ORD 2023-08-8789, BK 36)**

COMMENTS

CITY MANAGER COMMENTS

The September 12th Board of Commissioners meeting will be cancelled due to the fact that several will be participating in the Chamber D.C. Fly-in. There will be a special called meeting on Tuesday, September 5th.

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Guess and Smith, and Mayor Pro Tem Wilson (3).

TIME ADJOURNED: 5:20 p.m.

ADOPTED: September 5, 2023

____
Sandra Wilson, Mayor Pro Tem

ATTEST:

____
Claudia S. Meeks, Assistant City Clerk

September 5, 2023

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Quitclaim Deed – City of Paducah to Jim Smith Contracting – ORD 2023-05-8772
2. Quitclaim Deed – City of Paducah to R & S, Inc. – ORD 2023-07-8784
3. Quitclaim Deed – City of Paducah to Higdon Development – ORD 2023-07-8784

Contract File:

1. Agreement between the City of Paducah and Ray Black & Son, Inc. – Hotel Metropolitan Purple Room Renovation – MO #2777
2. HUD-1 Settlement Statement – NewGen Ventures, LLC – purchase of 2301 McCracken Boulevard – MO #2778
3. Notice of Award and Agreement – Chambers Roofing for Market House Roof Replacement – MO #2780
4. Contract For Services – Paxton Park Golf Board d/b/a Paxton Park Municipal Golf Course – MO #2781
5. McCracken County Emergency Operations Plan – 2023 – signed by Mayor – no Commission action required.

Financials File:

1. Paducah Water Works – month ended July 31, 2023

Bids File:

1. Bid Proposal for Roof Replacement – Market House Building – Chambers Roofing Co., Inc. – MO #2780 (Sole Bid)

CITY OF PADUCAH
September 5, 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

8/31/2023
Date

CITY OF PADUCAH
PERSONNEL ACTIONS
September 5, 2023

NEW HIRES - FULL-TIME (F/T)					
E911	**POSITION**	**RATE OF PAY**	**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Davis, Javon A.	Telecommunicator	$19.10/hr	NCS	Non-Ex	September 7, 2023
POLICE					
Kirk, Allison N.	Recruit Officer / Patrolman	$26.36/hr	NCS	Non-Ex	September 7, 2023
NEW HIRES - PART-TIME (P/T)					
PARKS & RECREATION	**POSITION**	**RATE OF PAY**	**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Prather, Shelley	Recreation Leader - Athletics	$12.00/hr	NCS	Non-Ex	August 24, 2023
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)					
POLICE	**PREVIOUS POSITION AND BASE RATE OF PAY**	**CURRENT POSITION AND BASE RATE OF PAY**	**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Hayes, Joseph A.	Captain	Assistant Chief	NCS	Ex	October 5, 2023
	$47.03/hr	$51.73/hr			
Thompson, Steven L.	Captain	Captain	NCS	Ex	August 10, 2023
	$41.90/hr	$43.16/hr			
Watson, Travis L.	Captain	Captain	NCS	Ex	August 10, 2023
	$41.90/hr	$43.16/hr			
TERMINATIONS - PART-TIME (P/T)					
PARKS & RECREATION	**POSITION**	**REASON**			**EFFECTIVE DATE**
Shelton, Jose F.	Park Ranger	Resignation			August 11, 2023
TERMINATIONS - FULL-TIME (F/T)					
FINANCE	**POSITION**	**REASON**			**EFFECTIVE DATE**
Freeman, Kari L.	Senior Admin Assistant	Resignation			September 6, 2023
POLICE					
Crowell, Justin P.	Assistant Chief	Retirement			December 31, 2023

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Authorize the Acceptance of a FEMA Port Security Grant in the Amount of $543,750 - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle, Hope Reasons, Nathan Torian
Presentation By: Steve Kyle

Background Information: The Fiscal Year (FY) 2023 Port Security Grant Program (PSGP) is one of four grant programs that constitute DHS/FEMA's focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The PSGP provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

The Paducah Fire Department requested $543,750 for the purchase of a fire boat to respond to water-based emergency situations. This grant requires a match of 25% of the total project cost. The required match is $181,250 for a total project cost of $725,000. The Commission approved the application for this grant with MO 2736 on May 9, 2023. The match will be included in the fiscal year 2024-25 budget.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the acceptance of the Port Security Grant in the amount of $543,750 and the Mayor to sign all documentation related to same.

Attachments:
1. MO accept -homeland port security - purchase of fire boat
2. Award Agreement

MUNICIPAL ORDER NO. _______

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A FY2023 PORT SECURITY GRANT IN THE AMOUNT OF $543,750 FOR PURCHASE OF A FIRE BOAT TO RESPOND TO WATER-BASED EMERGENCY SITUATIONS

WHEREAS, on May 9, 2023, The Board of Commissioners approved Municipal Order No. 2736, which authorized the submission of a FEMA Port Security Grant Application, which has now been awarded to the City of Paducah; and

WHEREAS, the City has been notified of a total award of $543,750; and

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

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

<u>SECTION 1.</u> That the City of Paducah hereby accepts grant funds in the amount of $543,750 through the U. S. Department of Homeland Security for a FY2023 Port Security Grant for the Paducah Fire Department, to purchase a fire boat to respond to water-based emergency situations.

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

<u>SECTION 3.</u> A local match of 25% is required. The local match of $181,250 will be included in the FY 2024-2025 budget.

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

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 5, 2023
Recorded by Lindsay Parish, City Clerk, September 5, 2023
\mo\grants\accept -homeland port security - purchase of fire boat

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Hope Reasons
City of Paducah
300 South 5th Street
Paducah, KY 42002 - 2267

Re: Grant No.EMW-2023-PU-00262

Dear Hope Reasons:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Port Security Grant Program has been approved in the amount of $543,750.00. As a condition of this award, you are required to contribute a cost match in the amount of $181,250.00 of non-Federal funds, or 25 percent of the total approved project costs of $725,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	City of Paducah
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2023-PU-00262-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.
Investment 1: Paducah Fire Port Security Grant is fully funded for $543,750.

Article II - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessments, relevant security plans (local or regional; FSP/AMSP/THIRA/etc.), or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The

EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	$0.00

Fringe Benefits	$0.00
Travel	$0.00
Equipment	$725,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2023-PU-00262-S01	***	616001891G	AWARD	WX05654N2023T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
City of Paducah 300 South 5th Street Paducah, KY, 42002 - 2267	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Hope Reasons	2704448509	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
08/25/2023	PARS	Cost Reimbursement	**From:** 09/01/2023 **To:** 08/31/2026 **Budget Period** 09/01/2023 08/31/2026

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2023-FA-GC01-P410- -4101-D	$0.00	$543,750.00	$543,750.00	See Totals
			$0.00	**$543,750.00**	**$543,750.00**	**$181,250.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
,	

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA SUSAN WILLIAMS,	Fri Aug 25 01:59:04 UTC 2023

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Approve the Application for a Kentucky Office of Homeland Security Cybersecurity Grant in an Amount not to Exceed $40,000 **- E. STUBER**

Category: Municipal Order

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

Background Information: The FY 2023 State and Local Cybersecurity Grant Program (SLGCP) addresses the 2020-2024 DHS Strategic Plan by helping DHS achieve Goal 3: Secure Cyberspace and Critical Infrastructure. This includes assessing and countering evolving cybersecurity risks. Additionally, the FY 2023 SLCGP supports the 2022-2026 FEMA Strategic Plan, which outlines a bold vision with three ambitious goals, including Promote and Sustain a Ready FEMA and Prepared Nation. The FY 2023 SLCGP also aligns with the Cybersecurity and Infrastructure Security Agency's (CISA) 2023–2025 Strategic Plan, which encompasses Goal 1: Cyber Defense, Goal 2: Risk Reduction and Resilience and Goal 3: Operational Collaboration.

The City of Paducah Technology Department will request up to $40,000 to conduct internal and external cybersecurity vulnerability assessments. The grant requires a 20% match up to $10,000 for a total project cost not to exceed $50,000.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the application for the KOHS Cybersecurity Grant and the Mayor to sign all documentation related to same.

Attachments:
1. MO app-Homeland Security Cybersecurity Grant 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A CYBERSECURITY GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN AN AMOUNT NOT TO EXCEED $40,000 TO CONDUCT INTERNAL AND EXTERNAL CYBERSECURITY VULNERABILITY ASSESSMENTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to apply for a Cybersecurity Grant through the Kentucky Office of Homeland Security in an amount not to exceed $40,000 to conduct internal and external cybersecurity vulnerability assessments.

SECTION 2. The total project cost shall not exceed $50,000. The Technology Department is requesting a grant in an amount not to exceed $40,000. This grant requires a 10% match of up to $10,000 which is budgeted through the Technology Department.

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, September 5, 2023
Recorded by Lindsay Parish, City Clerk, September 5, 2023
\mo\grants\app-Homeland Security Cybersecurity Grant 2023

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Authorize a Funding Agreement with the Paducah-McCracken County Riverport Authority in an amount of $100,000 - **M. SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen
Presentation By: Michelle Smolen

Background Information: The Riverport Authority has requested $100,000 from the City of Paducah to partially fund the match of Small Project at Small Ports grant through the Port Infrastructure Development Program for Bulk Yard Revitalization and Expansion Project. The grant is for $3.32 million and the $500,000 match is being funded through the City of Paducah, McCracken County, the Riverport Authority and private sources.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Project Account Riverport

Account Number: ED0117

Staff Recommendation: Approval the Funding Agreement with the Paducah-McCracken County Riverport Authority

Attachments:
1. MO agree – Riverport Funding Agreement grant match small project at small ports

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FUNDING AGREEMENT WITH THE PADUCAH-MCCRACKEN COUNTY RIVERPORT IN AN AMOUNT OF $100,000 TO PARTIALLY FUND THE MATCH OF SMALL PROJECT PORTS GRANT THROUGH THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM FOR THE BULK YARD REVITALIZATION AND EXPANSION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute a Funding Agreement in an amount of $100,000 with the Paducah-McCracken County Riverport Authority in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. Funding of this payment shall be paid through the Riverport Project Account, Account Number ED0117.

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, September 5, 2023
Recorded by Lindsay Parish, City Clerk, September 5, 2023
mo/agree – Riverport Funding Agreement grant match

EXHIBIT A
FUNDING AGREEMENT
PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY

This Funding Agreement, effective this ______ day of _________, 2023, by and between the **CITY OF PADUCAH** (hereinafter "City") and the **PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY** (hereinafter "Riverport Authority"), a body corporate and politic created by the ordinances of the City of Paducah, Kentucky, and McCracken County, Kentucky pursuant to authority granted by the legislature of the Commonwealth of Kentucky in KRS 65.510.

WITNESSETH:

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

WHEREAS, the Riverport Authority has been awarded a $3.32 million Small Projects at Small Ports grant through the Port Infrastructure Development Program, said grant will be used for its Bulk Yard Revitalization and Expansion Project; and

WHEREAS, as a condition of this grant award, the Riverport Authority is required to provide matching funds in the amount of $500,000 and has requested $100,000 from the City of Paducah to partially fund this match;

WHEREAS, the remainder of the $500,000 match includes $100,000 from McCracken County Fiscal Court, $160,000 from the Riverport Authority and $140,000 from private entities; and

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

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

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

SECTION 1: TERM
The term of this contract shall be from the effective date of the contract until all funds are expended by the Riverport Authority and all accountings have been provided pursuant to Section 5 below.

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

SECTION 3: PAYMENT

Upon the signing of this Agreement, the City of Paducah shall make payment to the Riverport Authority in the one-time lump sum amount of $100,000 which shall be allocated as defined in Section 4.

SECTION 4: OBJECTIVES AND SERVICES

The Riverport Authority shall allocate the $100,000 funding from the City to serve as part of the Small Project at Small Ports grant match through the Port Infrastructure Development Program for its Bulk Yard Revitalization an Expansion Project. These funds will be used only for the purpose of which they were awarded and the Riverport Authority will follow all programmatic requirements as required by the U.S. Department of Transportation in the use of the funds and reporting on said use.

SECTION 5: ACCOUNTING

(A) The Riverport Authority shall provide the City of Paducah an accounting of all expenditures related to the allocations of funds provided by the City of Paducah as they are expended.

(B) The Riverport Authority shall provide a copy of their annual financial audit report to the City of Paducah within two weeks of its completion.

(C) Accountings required herein shall be addressed as follows:
City of Paducah
Attn: Lindsay Parish, City Clerk
300 S. 5th Street
Paducah, KY 42002
lparish@paducahky.gov

SECTION 6: ENTIRE AGREEMENT

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

SECTION 7: WITHDRAWAL OF FUNDS

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

SECTION 8: MISCELLANEOUS

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

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

CITY OF PADUCAH

By ____

Title ______________________________________

Date: _____________________________________

PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY

By ____

Title ______________________________________

Date: _____________________________________

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Authorize the Mayor to enter into an agreement with Pine Bluff Materials for the placement of a spud barge for their use at the Ohio River Boat Dock - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: Pine Bluff Materials currently utilizes the City's courtesy dock located at the Ohio River Boat Launch as needed to perform dredging work along the Ohio River. Pine Bluff Materials has spud barges located in other cities and towns along the river to allow them access without use of those municipalities' facilities. They have requested to place a spud barge at the Ohio River Boat Launch located on Burnett Street in downtown Paducah for their employees' use.

Placement of the barge will be as needed, and only when they are dredging in the area. Placement of the spud barge will reduce, if not completely eliminate, their need for use of the City's courtesy dock.

This agreement is for ten (10) years with two (2) five-year renewal options.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:
1. MO agree-Pine Bluff Materials – spud barge
2. Memorandum of Agreement
3. Landing Barge Agmt (002)
4. LRL-2022-00939. Permit Desgins. Exhibit C
5. LRL-2022-00939. Notice of Authorization
6. LRL-2022-00939. ENG 1721. Permit. signed
7. LRL-2022-00939. Permit Cover Letter

MUNICIPAL ORDER NO. ______

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LANDING BARGE AGREEMENT AND LANDING BARGE AGREEMENT WITH PINE BLUFF MATERIALS CO., LLC, TO PLACE A SPUD BARGE AT THE OHIO RIVER BOAT LAUNCH, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, Pine Bluff Materials currently utilizes the City's courtesy dock located at the Ohio River Boat Launch, to perform dredging work along the Ohio River; and

WHEREAS, the City of Paducah wishes to enter into an agreement with Pine Bluff Materials to allow the placement of a spud barge at the Ohio River Boat Launch located on Burnett Street in downtown Paducah.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Memorandum of Landing Barge Agreement and Landing Barge Agreement with Pine Bluff Materials to allow the placement of a spud barge at the Ohio River Boat Launch located on Burnett Street in downtown Paducah.

SECTION 2. That the initial term of the Agreement shall be for a period of ten (10) years with two (2) five-year renewal options.

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, September 5, 2023
Recorded by Lindsay Parish, City Clerk, September 5, 2023
mo/agree-Pine Bluff Materials – spud barge

<u>MEMORANDUM OF LANDING BARGE AGREEMENT</u>

THIS MEMORANDUM OF LANDING BARGE AGREEMENT made and entered into by and between **PINE BLUFF MATERIALS CO., LLC**, **a Delaware limited liability company**, which has its principal office located at 1030 Visco Drive, Nashville, TN 37210-2280 (hereinafter "PBM"), and **CITY OF PADUCAH, KENTUCKY**, whose address is 300 South 5th Street, Paducah, KY 42001 (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, Owner and PBM have entered into a Landing Barge Agreement dated the 8th day of September, 2023, whereby the Owner has granted PBM the right to locate and install a spud barge in the Ohio River along the riverfront on a portion of Owner's property located at the intersection of North 6th and Burnett Streets (275 Burnett Street); and

WHEREAS, Owner and PBM desire to enter into this Memorandum of Landing Barge Agreement which shall be recorded to provide third parties notice of the estate of PBM in the property, and PBM's rights relating to locating, installing and using a spud barge on said property.

NOW, THEREFORE, in consideration of the covenants provided for in the Landing Barge Agreement to be performed by PBM, Owner does hereby grant and let unto PBM the right to locate, install and use a spud barge, subject to the terms and conditions set forth in the Landing Barge Agreement, with respect to the property described as follows:

[PROPERTY DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A"]

The term of the Landing Barge Agreement shall be for an initial period of ten (10) years, beginning September 8, 2023 plus two successive renewal terms of five (5) years each.

All the terms, conditions and covenants of the Landing Barge Agreement are incorporated in this Memorandum of Landing Barge Agreement by reference as though written verbatim herein. Copies of the Landing Barge Agreement are held by the Owner and PBM at their respective addresses set forth above.

This Memorandum of Landing Barge Agreement is binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands or caused this instrument to be effective the 8th day of September, 2023.

[SIGNATURE PAGES ATTACHED]

PBM:

PINE BLUFF MATERIALS CO., LLC

BY: ________________________________
GENE WHELAN, General Manager

COMMONWEALTH OF KENTUCKY)
:ss
COUNTY OF _________________)

The foregoing was subscribed, sworn to and acknowledged before me by **PINE BLUFF MATERIALS CO., LLC**, **a Delaware limited liability company**, **by and through its duly authorized General Manager, GENE WHELAN**, on this the ______ day of ________________, 2023.

My commission expires: ____________________

____
NOTARY PUBLIC
KENTUCKY STATE-AT-LARGE

ID No. ________________

OWNER:

CITY OF PADUCAH

By: ____
George Bray, Mayor

COMMONWEALTH OF KENTUCKY)
:ss
COUNTY OF McCRACKEN)

The foregoing was subscribed, sworn to and acknowledged before me by **George Bray, Mayor of the City of Paducah**, on behalf of the City of Paducah, Kentucky, on this the ______ day of ________________, 2023.

My commission expires: ____________________

____
NOTARY PUBLIC
KENTUCKY STATE-AT-LARGE

ID No. ________________

I hereby certify that this
instrument has been prepared by:

Law Office

McMurry & Livingston, PLLC
201 Broadway, P.O. Box 1700
Paducah, KY 42002-1700

By: ___________________________
STEPHEN E. SMITH, JR.

EXHIBIT A

BEING LOT NO. 37, CONTAINING 13 ACRES; LOT 47 CONTAINING 13.54 ACRES; AND LOT 57 CONTAINING 14 ACRES; ALL OF SAID LOTS BEING IN ADDITION "F", TO THE CITY OF PADUCAH, AS SHOWN ON MAP OF THE CITY. FOR A MORE COMPLETE DESCRIPTION OF SAID LOTS, REFERENCE IS HEREBY MADE TO PLAT IN DEED BOOK "O", PAGE 230, McCRACKEN COUNTY COURT CLERK'S OFFICE.

Being in all respects the same property conveyed to City of Paducah, Kentucky, for benefit and use of Paducah Water Works, by deed dated September 27, 1991, and recorded December 17, 1991, in Deed Book 763, page 232, McCracken County Clerk's Office.

<u>LANDING BARGE AGREEMENT</u>

This LANDING BARGE AGREEMENT ("Agreement"), made as of the 8th day of September, 2023, by and between **PINE BLUFF MATERIALS CO., LLC**, **a Delaware limited liability company**, which has its principal office located at 1030 Visco Drive, Nashville, TN 37210-2280 (hereinafter "PBM"), and **CITY OF PADUCAH, KENTUCKY,** whose address is 300 South 5th Street, Paducah, KY 42001 (hereinafter referred to as "Owner");

WHEREAS, Owner owns certain property in McCracken County, Kentucky, described in Deed Book 763, page 232, McCracken County Clerk's Office, that is located along the left descending bank of the Ohio River; and

WHEREAS, Owner has constructed a public boat ramp and parking area on a portion of said property which is located at the intersection of North 6th and Burnett Streets (275 Burnett Street) and referred to as the Ohio River Boat Launch (herein "Launch"); and

WHEREAS, PBM wishes to install a spud barge near the Launch for its use as a boat landing for vessels used to transport personnel and supplies to its dredges; and

WHEREAS, Attachments A and B attached hereto show the general location of the landing barge and its proximity to the Launch.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth and subject to the terms and conditions stated herein, the parties hereto agree as follows:

1. **<u>PROPERTY</u>**. The Owner does hereby grant PBM the right to locate a spud barge in the river along the riverfront on the downstream side of the Launch on a portion of Owner's property described as follows, to-wit:

BEING LOT NO. 37, CONTAINING 13 ACRES; LOT 47 CONTAINING 13.54 ACRES; AND LOT 57 CONTAINING 14 ACRES; ALL OF SAID LOTS BEING IN ADDITION “F”, TO THE CITY OF PADUCAH, AS SHOWN ON MAP OF THE CITY. FOR A MORE COMPLETE DESCRIPTION OF SAID LOTS, REFERENCE IS HEREBY MADE TO PLAT IN DEED BOOK “O”, PAGE 230, McCRACKEN COUNTY COURT CLERK’S OFFICE.

Being in all respects the same property conveyed to City of Paducah, Kentucky, for benefit and use of Paducah Water Works, by deed dated September 27, 1991, and recorded December 17, 1991, in Deed Book 763, page 232, McCracken County Clerk’s Office.

2. **Term and Premises.** The term for PBM’s use shall be ten (10) years beginning on the 8th day of September, 2023. This Agreement shall automatically renew for two successive five year terms, unless either party provides notice of non-renewal to the other party not later than 60 days prior to the end of the initial term or the renewal term then in effect. The premises subject to this Agreement are generally shown on Attachments A and B attached hereto, together with all riparian rights as may be necessary for the uses described herein (herein “Premises”).

3. **Acceptance of Premises.** PBM shall accept the Premises in its existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of Owner as to the condition of the Premises or as to the use that may be made of the Premises. In no event shall Owner be liable for any defect in the Premises or for any limitation on its use. Owner shall make the Premises available to PBM for purposes of inspection and/or conducting such tests as may be necessary for PBM to determine that the Premises is suitable for its use.

4. **Use of Premises.** PBM will install the landing barge and use the Premises adjacent to the Launch on an intermittent basis as needed by PBM to support its dredging operations. PBM shall not use or occupy or permit the Premises or any part thereof to be used or occupied for any unlawful business, use, or purpose, for any business, use or purpose deemed disreputable or extra-hazardous, or for any purpose or in any manner which is in violation of any applicable

governmental laws or regulations. PBM shall promptly, after the discovery of any such unlawful, disreputable, or extra-hazardous use, take all necessary steps to compel the discontinuance of such use. Further, PBM shall not use the Premises in a manner that unreasonably interferes with the public's use of the Launch.

5. **Consideration.** In addition to any and all other terms of consideration contained herein, PBM agrees to provide general repairs to the Owner's courtesy dock, including but not limited to, the repair and replacement of dock floats, decking, and rails up to a maximum total amount of $5,000 over the term of this Agreement. In addition, during the pendency of this Agreement, PBM agrees to continue to support the Owner's Independence Day Celebration by providing a barge and buffer barge at no cost to the City to be used by the fireworks vendor for the event.

6. **Improvements.** PBM shall have the right to install on the Premises a spud barge and appurtenances reasonably necessary for its use as a landing platform for watercraft used by PBM. Any additional improvements to the Premises and/or any significant disturbance to the vegetation or grading of the Premises, other than that required for the installation of the spud barge, shall be allowed only upon the written approval of Owner. On the last day of PBM's use of the Premises, PBM shall surrender the Premises to Owner in as good condition as it was at the beginning of the Term with the spud barge and appurtenances installed by PBM removed by PBM at its own expense. If PBM does not remove such improvements, Owner shall have the right to remove said improvements at PBM's expense.

Owner also grants PBM and its employees, agents, invitees, subtenants, licensees, assignees, or contractors, for so long as this Agreement remains in effect, the right of ingress and egress for persons and vehicles across the Owner's property from the nearest public roadway as is reasonably necessary for PBM to use the landing barge. PBM shall promptly repair any damage resulting from such ingress and egress. If PBM refuses or neglects to commence or complete repairs promptly and adequately, Owner may make or complete such repairs at PBM's expense. PBM shall not, however, be responsible for any damages caused by any third parties unrelated to PBM's use of the Premises.

7. **Permits.** To the extent required under applicable law, PBM shall acquire a permit from the U.S. Army Corps of Engineers and comply with all requirements of the permit having to do with the use of the Premises. If PBM is unsuccessful in obtaining or continuing such permit for any reason, PBM shall have the option in its absolute discretion to terminate this Agreement and be relieved of its duties, obligations and liabilities under this Agreement.

8. **Insurance.** PBM shall maintain adequate liability insurance to insure itself against possible liability on account of its activities under this Agreement. Each liability policy shall name Owner as an additional insured and provide that the insurance company will not cancel such policy or change its coverage without giving Owner 30 days prior written notice.

9. **Indemnification.** PBM shall indemnify and hold harmless Owner, its successors and assigns, from and against any and all liability, costs, claims, causes of action, and expenses, for PBM's negligence in its use of the Premises under this Agreement. Such indemnification does not include injury or damage occurring on the Premises caused by or as a result of Owner's negligence or that of its respective agents, servants or employees in the operation or maintenance of the Premises, or relating to any environmental condition or liability arising out of Owner's activities on the Premises, and in such event Owner shall indemnify and hold harmless PBM from and against such liability, costs, claims, causes of action and expenses, including attorney's fees.

10. **<u>Holdover by Tenant</u>.** In the event PBM remains in possession of the Premises after the expiration of this Agreement, with the consent of Owner, PBM shall become a tenant from year-to-year ("Holdover Term").

11. **<u>Condemnation</u>.** If all or any part of the Premises is taken by eminent domain, this Agreement shall expire on the date of such taking. No part of any award shall belong to PBM, and PBM shall have the right to remove its improvements from the Premises.

12. **<u>Compliance with Environmental Laws</u>.** The parties acknowledge that certain federal, state and local laws, regulations and guidelines are now in effect and that additional laws, regulations and guidelines may hereafter be enacted relating to or affecting the Premises concerning the impact on the environment of activities taking place on the Premises. Neither party will cause, or permit to be caused, any act or practice that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be an event of default under this Agreement, and the defaulting party shall indemnify the non-defaulting party in accordance with paragraph 9 above.

13. **<u>Covenant of Quiet Enjoyment</u>.** Owner covenants that PBM shall peacefully and quietly enjoy the Premises without disturbance by Owner so long as this Agreement shall remain in effect.

14. **<u>Surrender</u>.** At the termination of this Agreement, whenever occurring or however caused, PBM shall surrender and deliver the Premises to Owner.

15. **<u>Default</u>.** Owner may declare this Agreement terminated and, without incurring liability therefor, reenter or repossess the Premises, and dispossess and remove PBM therefrom, together with its improvements, if PBM defaults in performing any other covenant, agreement,

condition, rule or regulation now or subsequently contained in this Agreement, and fails to cure such default within 30 days of having received written notice thereof from Owner. PBM may declare this Agreement terminated and, without incurring liability therefor, surrender the Premises to Owner if Owner defaults in performing any covenant, agreement, condition, rule or regulation now or subsequently contained in this Agreement, and fails to cure such default within 30 days of having received written notice thereof from PBM. In the event of Owner's default, PBM shall have the right, but not the obligation, to remove its improvements from the Premises. In the absence of Owner's default, PBM shall have the right to terminate this Agreement by giving Owner six months' prior written notice.

16. **Risk of Loss.** In the event of destruction or damage to PBM's landing barge by fire, windstorm, flood or other casualty, PBM may continue to use the Premises; provided however, that PBM shall have the right to surrender the Premises and terminate this Agreement if PBM determines in its sole discretion that it can no longer use the landing barge for the purposes described herein.

17. **Assignment or Subletting.** PBM shall not assign, mortgage or encumber this Agreement or permit all or any part of the Premises to be used by others without Owner's prior written consent, which shall not be withheld unreasonably. Such assignment, subletting, occupancy or collection shall release PBM from further performance of its covenants under this Agreement. Owner's consent to an assignment or subletting shall not be construed to relieve PBM from obtaining Owner's written consent from any further assignment or subletting.

18. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. If, however, Owner should sell the property where the landing barge is located during the term of this Agreement, Owner shall be

relieved of all of its liabilities under this Agreement; provided, however, that the purchaser of the property where the Premises is located shall take ownership of said property subject to the terms of this Agreement and shall abide by its terms and conditions as Owner would otherwise have been subject to but for the sale of the property.

19. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be treated as having been duly given if delivered by hand, sent by facsimile, sent by e-mail, or if mailed by first class certified mail, return receipt requested, postage prepaid and addressed as follows:

(a) If to Owner:

City of Paducah, Kentucky
300 South 5th Street
Paducah, KY 42001
Attn: City Manager

(b) If to PBM:

Pine Bluff Materials Co., LLC
1030 Visco Drive
Nashville, TN 37210-2280
Attn: Gene Whelan

or to such other address as shall be furnished in writing by either party.

20. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to its choice of law provisions.

21. **Entire Agreement.** This Agreement contains all of the agreements and representations between the parties relative to PBM's use of the Premises. A memorandum of this Agreement may be recorded to provide record notice of PBM's interest in the Premises. No provision of this Agreement shall be waived or modified to any extent, except by an instrument

signed by all parties. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

PBM:

PINE BLUFF MATERIALS CO., LLC

BY: ________________________________
GENE WHELAN, General Manager

COMMONWEALTH OF KENTUCKY)
:ss
COUNTY OF _________________)

The foregoing was subscribed, sworn to and acknowledged before me by **PINE BLUFF MATERIALS CO., LLC**, **a Delaware limited liability company**, **by and through its duly authorized General Manager, GENE WHELAN**, on this the ______ day of ________________, 2023.

My commission expires: ____________________

____
NOTARY PUBLIC
KENTUCKY STATE-AT-LARGE

ID No. ________________

OWNER:

CITY OF PADUCAH

By: ______________________________________
George Bray, Mayor

COMMONWEALTH OF KENTUCKY)
:ss
COUNTY OF McCRACKEN)

The foregoing was subscribed, sworn to and acknowledged before me by **George Bray, Mayor of the City of Paducah**, on behalf of the City of Paducah, Kentucky, on this the ______ day of ________________, 2023.

My commission expires:
____

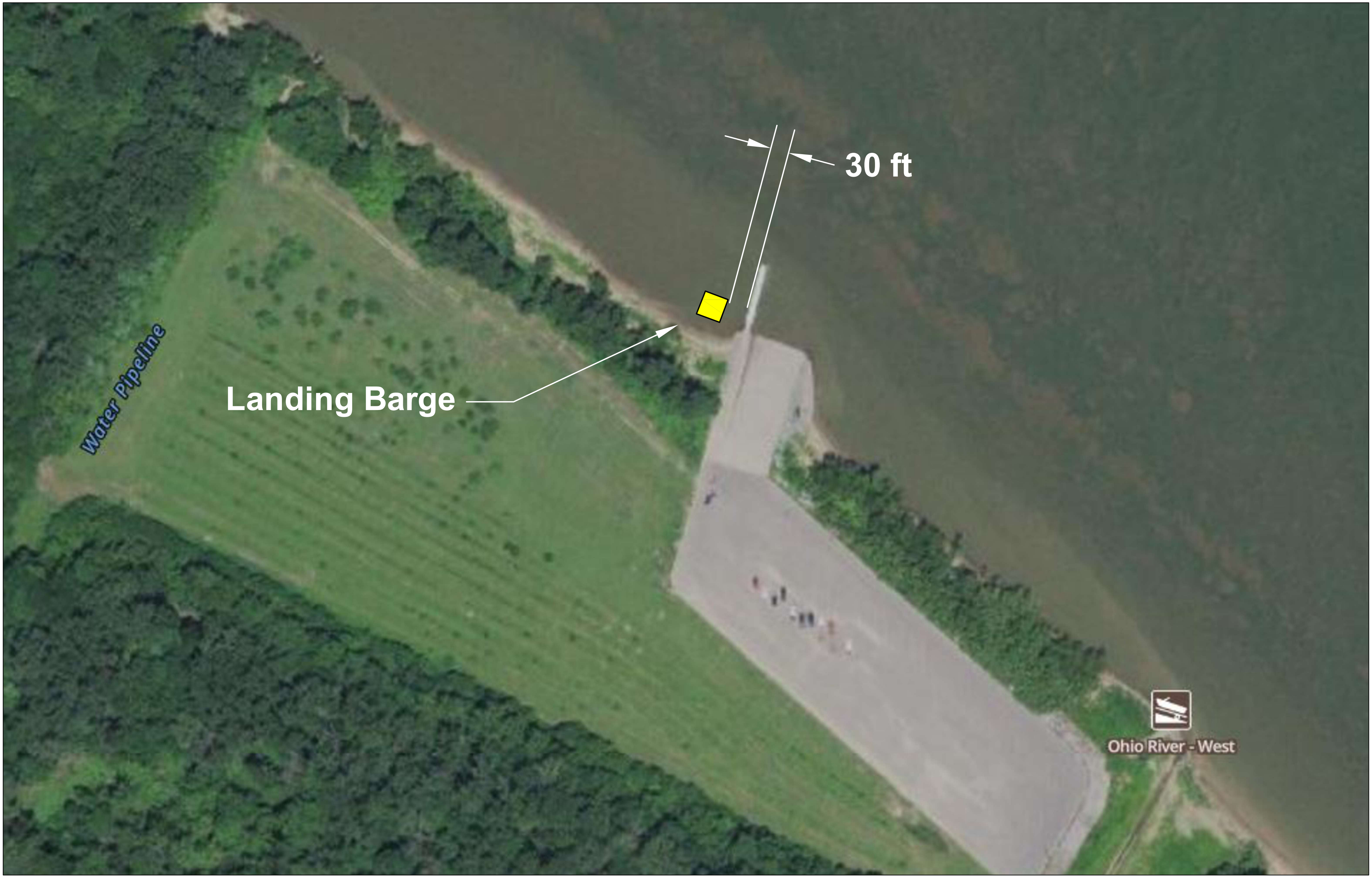
____
NOTARY PUBLIC
KENTUCKY STATE-AT-LARGE

ID No. ________________

Pine Bluff Materials
1030 Visco Drive
Nashville, Tennessee 37210
Main: 615-254-1956

Attachment A - Landing Barge Vicinity Map

Area:	McCracken County
River:	Ohio River
Mile Marker:	935.8
Permit No.:	LRL-2022-00939
Page:	Page 1 of 2
Scale:	N.T.S
Drawn By:	RR



Pine Bluff Materials
1030 Visco Drive
Nashville, Tennessee 37210
Main: 615-254-1956

Attachment B - Landing Barge Site Plan

Area:	McCracken County
River:	Ohio River
Mile Marker:	935.8
Permit No.	LRL-2022-00939
Page:	Page 2 of 2
Scale:	N.T.S
Drawn By:	RR

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Authorize the Application and Acceptance of the 2024 Litter Abatement Grant **- C. YARBER**

Category: Municipal Order

Staff Work By: Chris Yarber, Hope Reasons
Presentation By: Chris Yarber

Background Information: The Kentucky Division of Waste Management (DMW) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 224 miles of city streets. In previous years, DMW has awarded the Public Works Department an average of $14,000 - $15,000 for the Street Litter Abatement Program.

The City uses Litter Abatement funding for litter/trash pick-up along roadways and within the parks. This grant also funds street sweeping activities, personnel costs, and disposable costs. The Public Works Department proposes an application to KY Division of Waste Management for the 2024 Litter Abatement Award. The grant amount will be based on the formula using the total number of street miles within the City and the number of applicants this year. This award requires no local cash or in-kind match.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Quality of Life

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the Litter Abatement Grant and for the Mayor to sign all documents related to same.

Attachments:
1. MO - application & award-2024 Litter Abatement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2024 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a 2024 Kentucky Litter Abatement Program grant application through the Kentucky Division of Waste Management for the Public Works Department's Street Litter Abatement program. The grant amount will be based on a formula using the total number of street miles within the City and number of applicants.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through Kentucky Division of Waste Management to be used by the Public Works Department for litter and trash pick-up along roadways and in parks and authorizes the Mayor to execute all grant award documents. No local match is required.

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, September 5, 2023
Recorded by Lindsay Parish, City Clerk, September 5, 2023
MO\grants\application & award-2024 Litter Abatement

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Approve FY2024 Contract For Services with Barkley Regional Airport Authority in the amount of $120,000 - **D. JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, Daron Jordan
Presentation By: Daron Jordan

Background Information:
The FY2024 Budget was approved on June 13, 2023, by Ordinance No. 2023-06-8777. The budget included payment to Barkley Regional Airport Authority in the amount of $120,000. The Board of Commissioners is now desirous of entering into a contract with Barkley Regional Airport Authority for FY2024 services in the amount of $120,000, payable in four quarterly installments of $30,000 each.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401 580820

Staff Recommendation: Approve FY2024 Contract with Barkley Regional Airport Authority and authorize the Mayor to execute same.

Attachments:
1. MO - contract-barkley regional airport FY2024
2. Contract For Services - Barkley Regional Airport Authority

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF $120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Barkley Regional Airport in the amount of $120,000 payable in quarterly installments of $30,000, for providing general aviation and air carrier services to the citizens of McCracken County and surrounding regions. This contract shall expire June 30, 2024.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580820.

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

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 5, 2023
Recorded by Lindsay Parish, City Clerk, September 5, 2023
\mo\contract-barkley regional airport FY2024

CONTRACT FOR SERVICES

This Contract for Services, is effective this___ day of . 2023, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY;**

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from July I, 2023, until June 30, 2024.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the total sum of One Hundred Twenty Thousand and No/I 00 ($120,000) Dollars in equal quarterly payments of $30,000 each.

SECTION 4: CHECK PRESENTATION - The City of Paducah and Barkley Regional Airport Authority will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 6: ACCOUNTING

(A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.

(B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

SECTION 7: ENTffiE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement.

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

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

CITY OF PADUCAH

____
GEORGE BRAY, Mayor

BARKLEY REGIONAL AIRPORT AUTHORITY

____
Dennis Rouleau, Executive Director

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Setting Tax Levies: Ad Valorem Properties -- FY2024 - **S. MILLAY**

Category: Ordinance

Staff Work By: Jonathan Perkins, Stephanie Millay
Presentation By: Stephanie Millay

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

The City's General Fund real estate tax levy is proposed to be $.256 per $100 assessed value (AV). The proposed FY2024 rate is 58% of what the rate was in FY1995, when the City started a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be $.373 per $100 AV. The proposed FY2024 rate is 26% less than the FY1995 rate.

The City eliminated inventory taxes many years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax would have netted revenue nearly $874,000 in FY2024, if it were in place today.

Staff proposes the City's tax levy be set at 25.6 cents per $100 AV. The FY2024 compensating rate is 24.7 cents per $100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 25.6 cents.

From FY2001 to FY2024, the City of Paducah has lowered its real estate tax levy by 4.4 cents, while others increased their tax levy during the same time period.

The property tax levy ordinance will be introduced on September 5, 2023 with the second and final reading on September 26, 2023. Since the City's proposed tax levy is more than the 'compensating rate' of 24.7 cents per $100 AV, a public hearing is required; a public hearing is scheduled for September 5, 2023.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan: Public Notices and Hearing.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed 2023-2024 (FY2024) real estate and personal ad valorem tax levies as proposed.

Attachments:

1. ORD Tax Rate FY2024

ORDINANCE NO. 2023-09-_______

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2023, THROUGH JUNE 30, 2024, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2023, through June 30, 2024, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty five and 6/10 cents ($.256) upon each one hundred dollars ($100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2023, through June 30, 2024, upon all taxable personal property, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-seven and 3/10 cents ($0.373) upon each one hundred dollars ($100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. There is hereby further levied an ad valorem tax of thirty nine and 0/10 cents ($0.390) on each one hundred dollars ($100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 4. All taxes levied by Sections 1, 2 and 3 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2023, through June 30, 2024.

SECTION 5. There is hereby further levied an ad valorem tax of one and 4/10 cents ($0.014) on each one hundred dollars ($100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of one and 4/10 cents ($0.014) on each one hundred dollars ($100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. There is hereby further levied an ad valorem tax of three and 1/10 cents ($0.031) on each one hundred dollars ($100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2023, through June 30, 2024, an ad valorem tax of eighty-four and 6/10 cents ($0.846) on each one hundred dollars ($100.00) assessed valuation of all real property subject to taxation for school purposes in the

City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2023, through June 30, 2024, an ad valorem tax of eighty-six and 4/10 cents ($0.864) on each one hundred dollars ($100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 10. The taxes levied under this ordinance are summarized as follows:

PURPOSE	**RATE PER $100**
GENERAL FUND OF THE CITY:	
Real Property	$0.256
Personal Property (except inventory)	$0.373
Motor Vehicles and Watercraft	$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	$0.014
Personal Property (except inventory)	$0.014
Motor Vehicles and Watercraft	$0.031

SECTION 11. The City of Paducah shall collect the following taxes for the Board of Education:

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

SECTION 12. Property taxes levied herein shall be due and payable in the following manner:

(1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars ($2,000.00), the payment shall be due on November 1,

2023, and shall be payable without penalty and interest until November 30, 2023.

(2) In the case of all other tax bills, payment shall be in accordance with the following provisions:

(a) The first half payment shall be due on November 1, 2023, and shall be payable without penalty and interest until November 30, 2023.

(b) The second half payment shall be due on February 1, 2024, and shall be payable without penalty and interest until February 29, 2024.

SECTION 13. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 14. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

____
Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 5, 2023
Adopted by the Board of Commissioners September 26, 2023
Recorded by Lindsay Parish, City Clerk, September __, 2023
Published by The Paducah Sun, September __, 2023
Ord\Finance\Tax Rate FY2024

Agenda Action Form
Paducah City Commission

Meeting Date: September 5, 2023

Short Title: Budget Amendment Related to GO Bond 2013B Payoff - FY2024 - **D. JORDAN**

Category: Ordinance

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

Background Information: With the recent sale of the Teletech building, it is necessary to amend the FY2024 budget to reflect those receipts and the subsequent payoff of related debt called GO Bond 2013B. Therefore, the appropriate Debt Service Fund revenue account must be increased by $870,745 (sales proceeds), and the appropriate related GO Bond 2013B account (for the payoff) must be increased by $957,205 (principle, $955,000, plus accrued interest of $2,205).

According to Municipal Order 2778, passed by the City Commission on August 8, 2023, the payoff of the 2013B GO Bond will be covered (in part) by proceeds from the sale of the Teletech Building. The difference remaining on the 2013B GO Bond ($870,745 less $957,205), will be taken from the Debt Service Fund fund balance to satisfy the full amount outstanding on the 2013B GO Bond. The Municipal Order authorizes and directs the Mayor and City Clerk to execute all documents necessary to carry out this debt retirement.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Debt Service Fund

Account Number:

Staff Recommendation: Staff strongly recommends that the Debt Service Fund FY2024 budget reflect the aforementioned recommendations to increase revenues and expenditures as outlined.

Attachments:
1. ORD budget amend FY2024 GO Bond 2013B Payoff

ORDINANCE NO. 2023-_____-________

AN ORDINANCE AMENDING ORDINANCE NO. 2023-06-8777, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"

WHEREAS, on April 8, 2013, the City authorized an Interlocal Cooperation Agreement ("ILA") between the City and the County for the purpose of acquiring, constructing and installing a building for sublease to Teletech Services at 2301 McCracken Boulevard ("the Project Improvements"); and

WHEREAS, the Project was financed through the cash payment of $1,350,000 from the City ("City's Contribution"), the cash payment of $1,350,000 from the County ("County's Contribution"), and the cash payment of $300,000 from the Greater Paducah Economic Development Council, Inc. ("GPEDC Contribution"); and

WHEREAS, the City approved Ordinance No. 2013-09-8074 authorizing the issuance of City of Paducah, Kentucky Taxable General Obligation Bonds, Series 2013B ("2013B Bonds") in the approximate aggregate principal amount of $2,485,000 (subject to a permitted adjustment increasing or decreasing the principal amount of by up to $245,000) for the purpose of financing economic development projects including the City's Contribution related to the Project Improvements; and

WHEREAS, the City approved Municipal Order No. 2778 authorizing the sale of the property to Newgen Ventures, LLC, and authorizing the city's portion of the sale proceeds to be used to redeem, pay and discharge the Kentucky taxable general obligation bonds, series 2013B.

WHEREAS, sale proceeds will cover all but $86,460 of the repayment amount of General Obligation Bonds Series 2013B; and

WHEREAS, the City Commission now wishes to amend the FY2024 budget to reflect the increase from the sale and to transfer the appropriate amounts to the appropriate GO Bond 2013B account for the bond payoff.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024, as adopted by Ordinance No. 2023-06-8777, be amended by the following re-appropriation:

- Increase Sale of Assets Account by $870,745
- Increase Principal – 2013 Series by $955,000
- Increase Interest – 2013 Series by $2,205

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute all documents necessary to carry out the debt retirement.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _________________
Adopted by the Board of Commissioners, ___________________
Recorded Lindsay Parish, City Clerk, ______________________
Published by *The Paducah Sun*, ___________________________

\ord\finance\budget amend FY2024 – GO Bond 2013B Payoff