



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 10, 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 COMMENTS

PRESENTATION HUB International Presentation - D.J. Story, Benefits Advisor

MAYOR PRO TEM REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for September 26, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve FY2024 Contract For Services with Paducah Junior College, Inc., for the Community Scholarship Program in the amount of \$100,000 - D. JORDAN
	E.	Approve the Application for a 2023 Community Development Block Grant on Behalf of Center Point Recovery Center in the Amount of \$200,000 - H. REASONS
	F.	Use Of Spending Credits for Eligible Employees Pursuant to the City's Group Health Plan for the 2024 Plan Year - S. WILCOX
	G.	Wellness Services Agreement with HealthWorks Corporate Wellness and Health Services to Administer the 2024 Wellness Plan - S. WILCOX
	H.	Approve Strategic Health Risk Advisor & Strategic Benefit Benefit Placement Services with Peel & Holland - S. WILCOX

		I.	Administrative Services Agreement with Anthem Blue Cross Blue Shield - S. WILCOX
		J.	Health, Vision, and Dental Benefit Plan Premiums for 2024 - S. WILCOX
		K.	Stop Loss Insurance with Voya Financial Advisors. Inc. - S. WILCOX
		L.	Approve Long-term Disability Insurance with Mutual of Omaha effective January 1, 2024 - S. WILCOX
		M.	Colonial Life Employee Voluntary Benefits - S. WILCOX
		N.	Repeal and Replace Municipal Order related to Paducah Water's Acceptance of Cleaner Water Program Grant Awards and Grant Assistance Agreements with the Kentucky Infrastructure Authority for the Hydraulic Model Update Project - J. PETERSEN
		O.	Repeal and Replace Municipal Order related to Paducah Water's Acceptance of Cleaner Water Program Grant Awards and Grant Assistance Agreements with the Kentucky Infrastructure Authority for the Tank Painting Project - J. PETERSEN
		P.	Repeal and Replace Municipal Order related to Paducah Water's Acceptance of Cleaner Water Program Grant Awards and Grant Assistance Agreements with the Kentucky Infrastructure Authority for the Air Stripping Project - J. PETERSEN
		Q.	Authorize the Acceptance of a Land and Water Conservation Fund Grant in the Amount of \$81,885 to Update the Playground at Keiler Park - A. CLARK
		R.	Approve the Application for a GameTime Playground Grant not to Exceed \$80,000 for Keiler Park - A. CLARK
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve a Safe Haven Baby Box Agreement - S. KYLE
		B.	Approve a Hope Unlimited Reimbursement Agreement - S. KYLE
		C.	Approve a Proposal for Certification under the Certified City of Ethics Program Agreement with the Kentucky League of Cities - L. PARISH
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve Contract Modification #2 to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of (\$8,120.00) - R. MURPHY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	

		A.	Trails End Subdivision: Final Plat Approval and Surety Approval - R. MURPHY
	V.	<u>DISCUSSION</u>	
		A.	Civic Center Project Update - A. CLARK
		B.	Quarterly Grant Update - H. REASONS
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

September 26, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, September 26, 2023, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, and Mayor Bray (4). Commissioner Wilson was unable to attend.

INVOCATION

Commissioner Guess led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

CONSENT AGENDA

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

I(A)	Approve Minutes for the September 5, 2023, Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS <u>Contract File:</u> 1. Entertainment Destination Center – non-licensed participant – Crystal Housman – With Love From Kentucky – 09-01-2023 – signed by Lindsay Parish, City Clerk 2. Cemetery Tour Agreement with Atomic City Tours – 06-21-2023 – signed by Amie Clark – Director of Parks and Recreation 3. Cemetery Tour Agreement with Market House Theater – 07-13-2023 – signed by Amie Clark – Director of Parks and Recreation 4. Memorandum of Agreement – Cybersecurity Grant and proposal from LightChange Technologies - MO #2759 5. Sale of 2301 McCracken Boulevard (Old Teletech Building) to NewGen Ventures, LLC – Closing Document Transcript – MO #2778 6. Award Letter and Agreement – FEMA Port Security Grant - \$543,750 – Fire Boat – MO #2782 7. Funding Agreement between City of Paducah and Paducah-McCracken County Riverport Authority – MO #2784 8. Contract for Services FY2024 – Barkley Regional Airport Authority – MO #278
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1724 NORTH 12TH STREET TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY TO PADUCAH-MCCRACKEN COUNTY HABITAT FOR HUMANITY FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #2788; BK 13)
I(E)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH

September 26, 2023

	THE EAST MARSHALL FIRE DEPARTMENT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2789; BK 13)
I(F)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH DWA RECREATION IN THE AMOUNT OF \$84,475, FOR CONSTRUCTION AND INSTALLATION OF 3,200 SQUARE FEET OF POUR IN PLACE RUBBER SURFACING AT THE NEW PLAYGROUND AT ROBERT COLEMAN PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2790; BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A USTA SOUTHERN PARKS AND RECREATION GRANT THROUGH THE UNITED STATES TENNIS ASSOCIATION (USTA) IN THE AMOUNT OF \$1,000 TO CONDUCT A GLOW TENNIS EVENT, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2791; BK 13)
I(H)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 3 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF \$7,097.38, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME (MO #2792; BK 13)

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

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

MUNICIPAL ORDERS

APPROVE CONTRACT RENEWAL WITH AXON ENTERPRISES, INC. FOR POLICE BODY-WORN AND IN-CAR CAMERAS IN AN AMOUNT OF \$1,424,684.67 FOR SERVICES WITH PADUCAH TRANSIT AUTHORITY

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING A FIVE-YEAR CONTRACT RENEWAL WITH AXON ENTERPRISE, INC., FOR IN-CAR CAMERA AND BODY WORN-CAMERA WARRANTY, STORAGE, AND CAMERA REPLACEMENT IN AN AMOUNT OF \$1,424,684.67 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Bray (4).
(MO #2793, BK 13)

AUTHORIZE THE CITY MANAGER TO RELEASE A REQUEST FOR PROPOSAL FOR THE RECONSTRUCTION OF THE CIVIC CENTER PARKING LOT

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING

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AND DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE CONSTRUCTION OF THE CIVIC CENTER PARKING LOT.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Bray (4).
(MO #2794, BK 13)

APPROVE CONTRACT AMENDMENT FOR RIGHTWAY JANITORIAL FOR CUSTODIAL SERVICES

Commissioner Guess offered Motion, seconded by Commissioner Henderson that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR CUSTODIAL SERVICES WITH RIGHTWAY JANITORIAL SERVICES, LLC, FOR AN ADDITIONAL DAILY CLEANING OF THE DOWNTOWN RESTROOMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Bray (4).
(MO #2795, BK 13)

RENEW EMPLOYMENT AGREEMENT WITH CITY MANAGER

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF AGREEMENT TO RENEW EMPLOYMENT AGREEMENT WITH CITY MANAGER DARON JORDAN.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Bray (4).
(MO #2796, BK 13)

ORDINANCE ADOPTIONS

SETTING TAX LEVIES – AD VALOREM PROPERTIES FY 2024

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2023, THROUGH JUNE 30, 2024, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.”

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

September 26, 2023

SCHOOL PURPOSES:

PADUCAH JUNIOR COLLEGE

Real Estate	\$0.014
Personal Property (except inventory)	\$0.014
Motor Vehicles and Watercraft	\$0.031

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

PADUCAH INDEPENDENT SCHOOL DISTRICT

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

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

- (1) In the case of tax bills which reflect an amount due of less than 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Bray (4).
(ORD 2023-09-8790; BK 36)

BUDGET AMENDMENT – GO BOND 2013 B PAYOFF – FY 2024

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled: 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.” This Ordinance is summarized as follows: 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

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Bray (4).
(ORD 2023-09-8791; BK 36)

ORDINANCE INTRODUCTION

APPROVE CONTRACT MODIFICATION #2 TO PROFESSIONAL SERVICES CONTRACT WITH BFW ENGINEERING & TESTING FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT IN THE AMOUNT OF (\$8,120)

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO DECREASE THE CONTRACT BY \$8,120 FOR THE BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK,” his Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute Contract Modification No. 2 to the Agreement with BFW Engineering & Testing, Inc., for the Buckner Lane Bridge Replacement Over Crooked Creek Project to remove the FEMA flood report line item from the agreement for a decrease in the amount of \$8,120 and a new total contract cost of \$220,261.

DISCUSSIONS

Communications Manager Pam Spencer offered the following summaries:

Police Department Update

“Police Chief Brian Laird provided an update on several police department initiatives.

- Mobile Camera Units – At the end of 2022, the Police Department partnered with LiveView Technologies for the placement of 32 camera systems outside commercial locations. This was a pilot project called the Alliance of Companies and Communities to Enhance Safety and Security (ACCESS) Taskforce. In addition to Paducah, Opelika, Alabama, also received these camera systems. The program’s goal was to improve community safety and reduce organized retail thefts. Each mobile camera unit costs approximately \$50,000. The findings from November 2022 through May 2023 included a 13 percent reduction in crime city-wide in Paducah and a positive response from the citizen survey. The feedback from the businesses that participated included positive responses from the employees who appreciated the additional security in their parking lots.
- Traffic Enforcement – Over the past year, traffic collisions are down by 5 percent. Looking at a four-year average for enforcement, there has been a 30 percent increase in the number of warnings and a 28 percent increase in the number of traffic citations.
- Neighborhood Meetings – One of the department’s 2023 goals is to facilitate neighborhood meetings with the primary focus to listen to neighborhood issues and concerns. So far, the Department has held 25 meetings reaching 37 Paducah neighborhoods with more to be scheduled. The most frequently mentioned topics at these meetings include speeding, theft from unlocked vehicles, fireworks, lighting, garbage on private properties and alleys, stormwater and drainage, drug activity, and vagrants/panhandling.
- Action Items – The Police Department is sharing the findings from the neighborhood meetings and other engagement activities with City departments. Plus, there is a department-wide emphasis on traffic enforcement. A two-officer team has been created to address neighborhood traffic concerns.”

Quality of Life Campaign

“Communications Manager Pam Spencer and Director of Planning Nic Hutchison outlined a proposed public relations and awareness campaign focusing on several quality of life topics. This

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campaign addresses three of the priorities determined by the Paducah Board of Commissioners including Quality of Life, Neighborhoods, and Downtown. It's also in response to recent complaints based on excessive vehicular noise. In researching other communities/organizations that have worked to address noise or similar quality of life elements, Spencer found that the public relations initiative focused on awareness and encouraging being kind and considerate. For Paducah, Spencer proposed a campaign named Consistent and Kind Paducah with news releases and social media posts to bring awareness to various city ordinances and to encourage ways to be build a community that is considerate of each other."

Opioid Settlement Funds

"City Clerk and Director of Customer Experience Lindsay Parish provided an overview of the funding the City of Paducah has received from the settlement agreements regarding the sale, distribution, and marketing of opioid drugs. So far from the Janssen Pharmaceuticals and Distributors Settlements, the City has received approximately \$576,000. From 2024 through 2038, nearly \$2 million additional funds from these settlements are projected for Paducah. Furthermore, the City expects to begin receiving funds from five additional settlements: Teva, Allergan, Walmart, Walgreens, and CVS.

Cities receiving these settlement funds are under no obligation to use the funds immediately. Furthermore, there are specific restrictions in how the funds can be used (KRS 15.291). Parish explained that eligible uses fall into two main categories: prevention and treatment/recovery.

Mayor George Bray introduced to the Board the concept of using a portion of the funding for First Responder Deflection initiatives. These deflection initiatives typically are led by law enforcement or fire/EMS. The deflection team works to refer individuals to treatment and services – many times in lieu of arrest or charges – with the requirement of the completion of treatment.

Regarding next steps, Mayor Bray would like to identify and gather community partners to begin a discussion on the best way to use the funds and to understand the breadth of the opioid problem in Paducah. Mayor Bray also would like to discuss with McCracken County a potential partnership to collaborate on the distribution of the funds.

Organizations interested in participating in a stakeholder meeting to discuss the opioid situation in Paducah and strategies for using the funding are asked to reach out to Lindsay Parish at lparish@paducahky.gov or 270-444-8506."

Employment Contracts for Firefighters

"Fire Chief Steve Kyle discussed with the Board the plan to require firefighters to sign employment contracts. A firefighter recruit undergoes extensive training at the State Fire Academy that costs the City approximately \$7000 per firefighter. With this employment contract, if a firefighter decided to no longer work for the Paducah Fire Department within the first five years of employment, the firefighter would be required to pay back to the City a prorated amount for the training. A similar employment contract is in place for incoming police officers."

EXECUTIVE SESSION

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

September 26, 2023

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

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

TIME ADJOURNED: 7:03 p.m.

ADOPTED: October 10, 2023

George P. Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

October 10, 2023

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Cancellation for the Board of Commissioners meeting scheduled for September 12, 2023
2. City of Paducah Police and Firefighters Pension Fund Valuation as of July 1, 2023

Deed File:

1. Deed in Lieu of Foreclosure – Mary Amanda Byrne and Tammara Tracy to the City of Paducah – South Sixth and Husbands Street

Contract File:

1. Fleet Maintenance Service Agreement – East Marshall Fire Department MO #2789
2. Agreement with DWA Recreation in the amount of \$84,475 for purchase and installation of pour in place rubber playground surfacing for the Robert Coleman Park playground project – MO #2790
3. Contract Modification in the amount of \$7,097.38 for the Robert Cherry Civic Center Construction Project – Midstates Construction Company - MO #2792
4. Contract with Axon Enterprises, Inc., for police body-worn and in-car cameras in the amount of \$1,425,684.67 – MO #2793
5. Contract Amendment for Rightway Janitorial for custodial services – MO #2795
6. Agreement to Renew Employment Agreement with Daron Jordan as Paducah City Manager – MO #2796
7. FY2024 Grant In Aid Contracts – signed by Daron Jordan, City Manager
 - a. Luther F. Carson Four Rivers Center, Inc. - \$30,000
 - b. River Heritage Museum - \$4,000
 - c. Family Service Society, Inc. - \$15,000
 - d. Housing Authority of Paducah - \$2,500
 - e. Paducah Symphony Orchestra, Inc. - \$10,000
 - f. Market House Theatre - \$20,000
 - g. George Wilson S.A.F.E.T.Y. Foundation - \$2,500
 - h. National Quilt Museum - \$12,000
 - i. Paducah Art House Alliance (d/b/a Maiden Alley Cinema) - \$3,500
 - j. Yeiser Art Center - \$12,500
 - k. Uppertown Heritage Foundation - \$3,000
 - l. Paducah Arts Alliance (PAA) - \$3,000
 - m. Beautiful Paducah, Inc. - \$10,000

Financials File:

1. Paducah Water Works – for month ended August 31, 2023

Bids File:

1. Purchase and Installation of pour in place rubber playground surfacing – Robert Coleman Park Playground Project – MO #2790

CITY OF PADUCAH
October 10, 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.



City Manager's Office Signature

OCT. 5, 2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 10, 2023**

NEW HIRES - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Young, Jessica L.	Records Clerk	\$18.87/hr	NCS	Non-Ex	November 2, 2023
<u>TECHNOLOGY</u>					
Benjamin, John	Software Specialist	\$30.05/hr	NCS	Non-Ex	December 14, 2023

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

<u>EP11</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Sallee, Michael Ryan	Telecommunicator \$19.58/hr	Telecommunicator \$19.97/hr	NCS	Non-Ex	September 21, 2023
<u>FINANCE</u>					
Kyle, Audra	Controller \$53.72/hr	Controller \$55.32/hr	NCS	Ex	September 7, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve FY2024 Contract For Services with Paducah Junior College, Inc., for the Community Scholarship Program in the amount of \$100,000 - **D. JORDAN**

Category: Municipal Order

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

Background Information: The FY2024 Budget was approved on June 13, 2023, by Ordinance No. 2023-06-8777. The budget included payment to Paducah Junior College, Inc., for continued support of the Community Scholarship Program , in the amount of \$100,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Junior College, Inc. for FY2024 services in the amount of \$100,000 payable by June 30, 2024.

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

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401 580790

Staff Recommendation: Approve Contract with Paducah Junior College, Inc., in the amount of \$100,000 and ratify the Mayor's signature.

Attachments:

1. MO - contract - Paducah Junior College FY24 - community scholarship
2. PJC Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING AN FY2024 CONTRACT FOR SERVICES WITH PADUCAH JUNIOR COLLEGE, INC., FOR THE COMMUNITY SCHOLARSHIP PROGRAM IN THE AMOUNT OF \$100,000, AND RATIFYING THE MAYOR’S EXECUTION OF SAID AGREEMENT

SECTION 1. The City Commission hereby authorize a contract with Paducah Junior College, Inc. in the amount of \$100,000 for the Community Scholarship Program, which shall be payable no later than June 30, 2024. This contract shall expire June 30, 2024.

SECTION 2. That the City Commission hereby ratifies the Mayor’s execution of the Contract For Services with Paducah Junior College, Inc.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 10, 2023

Recorded by Lindsay Parish, City Clerk, October 10, 2023

\\mo\contract – Paducah Junior College FY24 – Community Scholarship

CONTRACT FOR SERVICES

This Contract for Services, effective this 31st day of August, 2023, by and between the CITY OF PADUCAH ("City") and PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.).

WITNESSETH:

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

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

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2024.

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

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS in a one-time amount no later than June 30, 2024. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

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

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

SECTION 6: ACCOUNTING

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

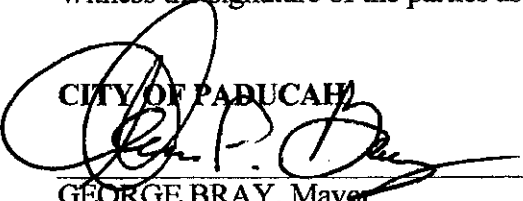
(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

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

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

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

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


CITY OF PADUCAH

GEORGE BRAY, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name 

Title CHUCK

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve the Application for a 2023 Community Development Block Grant on Behalf of Center Point Recovery Center in the Amount of \$200,000 - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: The Department for Local Government (DLG) receives funding from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities. The CDBG program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- Benefit to low and moderate income persons;
- Prevention or elimination of slums or blight; and,
- Meeting particularly urgent community development needs.

On behalf of Four Rivers Behavioral Health, the City proposes the submittal of a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$200,000 through the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with other federal and state funds. Local matching funds will not be required from the City of Paducah. A fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

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 Community Development Block Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - app - cdbg-four rivers recovery center project 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2023 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT ON BEHALF OF FOUR RIVERS BEHAVIORAL HEALTH FOR THE CENTER POINT RECOVERY CENTER FOR PERSONNEL EXPENSES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Center Point Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\grants\app - cdbg-four rivers recovery center project 2023

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Use Of Spending Credits for Eligible Employees Pursuant to the City's Group Health Plan for the 2024 Plan Year - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The City makes financial contributions to subsidize the cost of the premium charges in the approved health and wellness plan. Allocation of spending credits towards the purchase of certain benefits such as health, dental or vision pursuant to the City's group health insurance plan shall be \$8,724 per employee. For those employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan are recommended to receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014, are subject to a \$500 maximum employer contribution. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), completing an annual physical (\$250), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six free events (\$750) such as walking a 5k.

There will be an increase in the deductible on the Investor Plan in 2024, to comply IRS regulations. The individual will go to \$3,200 per individual, and \$6,400 per family. The out of pocket maximum will change accordingly on both plans (Investment and Elite) to follow this mandated IRS change. See attachment for details.

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 use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2024 plan year.

Attachments:

1. MO - ins policy spending credits 2024
2. City_of_Paducah_Wellness_Program_2024)
3. 2024 Anthem Plan Design Document

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2024 PLAN YEAR

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

Section 1. To be eligible for the benefits provided in Section 2, employees must timely enroll in that portion of the City's group health insurance plan referred to as medical and prescription drug coverage. The City shares the cost of medical, prescription drug, dental and vision coverage with the City employees by contributing \$8,724 per employee ("base credit") to be used under the Plan and other applicable credits which may be earned pursuant to the applicable City policy. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six free events (\$750) such as walking a 5k. There will be an increase in the deductible on the Investor Plan in 2024 to comply with IRS regulations. The out of pocket maximum will also change accordingly on both plans to follow mandated IRS changes.

Section 2. All eligible employees who timely apply for coverage under the City's group health insurance plan (medical and prescription drug coverage) shall be permitted to redirect any unspent employer contribution toward the applicable pre-tax vehicle (HSA, FSA, HRA) subject to all applicable federal and state laws and regulations and as may be amended from time to time by order of the Board of Commissioners. Any changes requested by the employee due to change in family status shall be considered on a pro-rata basis from the effective date of timely enrollment pursuant to the plan documents of any affected benefit plan.

Section 3.

A. Employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan shall receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer

contribution which can be applied to an HRA, deposited on an as accrued basis, as established by the City and which can be amended from time to time by order of the Board of Commissioners. In the event the City in its sole discretion does not accept the creditability of the spouse's employer-sponsored group health insurance plan, other group sponsored health insurance plan, or non-group sponsored health insurance plan, and the employee chooses to remain covered under such group health insurance plan, then such employee shall be governed under the procedures established in Section 4.

B. All eligible employees who opt out of the City's group health insurance plan to enroll in a health insurance plan that is not under a spouse's employer-sponsored group health insurance or other group sponsored health insurance plan shall not be permitted to participate in an employer contribution of any unspent health insurance credits.

Section 4. All eligible employees who opt out of the City's group health insurance plan (medical and prescription drug coverage) for any reason other than those stated in Section 3 above, shall not be entitled to an employer contribution of unspent credits.

Section 5. All eligible employees and their spouse may receive the maximum wellness credit that can be earned and that is \$2,250 for an employee and \$1,000 for a spouse.

Section 6. For all employees who subsequently become eligible for coverage under the City's group health insurance plan because of initial employment or a qualifying event (i.e., change in family status), and is timely enrolled under the Plan or opts out of the Plan, shall be governed under the same procedures described in Sections 1-4 above, except any benefits shall be applied on a pro-rata basis.

Section 7. Except as provided under the applicable plan document covering any benefit plan, or HIPAA's special enrollment rights or the United States Internal Revenue Code, or any other applicable federal or state law or regulation, or any participant in the City's group health plan as described in Section 2 or any employee who has opted out of the plan as described in Sections 3 or 4 above, shall be precluded from making any changes to pre-tax elections (HSA, FSA, HRA) once the plan year starts except as otherwise permitted by this Municipal Order.

Section 8. 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, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\mo\ins policy spending credits 2024



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2023 - September 30, 2024

WELLNESS IS MORE THAN NUTRITION & EXERCISE

The foundation of this wellness program is based upon education, preventative care, physical biometrics, a health risk assessment, and healthy habit development through wellness challenges.

This is YOUR program. Engage in activities that are meaningful to you so you can achieve wellness with purpose.



HOW IT WORKS

This program consists of a combination of an **annual physical** with a **biometric screening**, a **health risk assessment**, and several different types of **approved activities** to complete. If eligible, you may also participate in the **Healthworks Program** if you are a plan member with a diagnosis of hypertension, diabetes, and/or hyperlipidemia.

EARN REWARDS!

You'll be rewarded for your hard work towards a healthier lifestyle. Track your progress and earn dollars for completing activities.

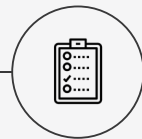
REQUIRED ELEMENTS



ANNUAL
PHYSICAL



BIOMETRIC
SCREENING



HEALTH RISK
ASSESSMENT

INCENTIVE

- Rewarded in 2025 and will be applied toward your premium or spending / reimbursement account
- Ranges from **\$250 - \$3,250** depending on your participation level
- **In order to receive ANY incentive, you must complete the required elements of the program.**

If it is unreasonably difficult due to a medical condition for you to achieve the standards for the reward under this program, contact HR and they will work with you to develop another way for you to qualify for the reward.



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2023 - September 30, 2024

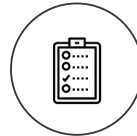
REQUIRED ELEMENTS

COMPLETE BETWEEN 10/1/2023 - 9/30/2024 | EMPLOYEES & SPOUSES ARE ELIGIBLE



ANNUAL PHYSICAL

Your **annual physical is covered 100% under your health plan.** Annual physicals are important opportunities for healthcare professionals to observe trends and changes that occur with your physical health over time.



HEALTH RISK ASSESSMENT

An HRA is a brief survey containing questions about a broad variety of health habits and risks. The survey is administered online. Your individual responses are never shared with your employer and all data is reported as an aggregate report. Information at the group-level is used solely to develop future programming and benefits.



BIOMETRIC SCREENING

Good health is built upon a foundation of knowledge. One of the most important things you can do for your health is to “know your numbers.” You will earn incentives for maintaining your levels within the stated ranges, or by improving your previous levels by 5%.

Your individual lab results will never be shared with your employer or anyone representing your employer.

INCENTIVES	EMPLOYEE	SPOUSE
Completion of Annual Physical + Biometric Screening	\$250	\$200
BMI ≤ 25 or Total Percent Body Fat: Men ≤ 17% Women ≤ 24%	\$200	\$100
Blood Pressure ≤ 120/80	\$200	\$100
Blood Sugar ≤ 106	\$200	\$100
Total Cholesterol ≤ 200	\$200	\$100
HDL: Men ≥ 35 Women ≥ 45	\$200	\$100
LDL ≤ 100	\$200	\$100
Triglycerides ≤ 200	\$200	\$100
TOTAL POSSIBLE BIOMETRIC DOLLARS	\$1,250*	\$700*

***NOTE:**

- These biometric standards are based off advice and recommendations provided to your wellness provider. These are a guidelines. Please consult your doctor to determine the best standards for your health.
- Just for completing the screening and physical you earn \$250 (\$200 for spouses). You can earn \$200 per biometric (\$100 for spouses) within range, or if you improve by 5%, up to 5 biometric markers.



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2023 - September 30, 2024



TOBACCO / NICOTINE STATUS

COMPLETE BETWEEN 10/1/2023 - 9/30/2024 | EMPLOYEES ONLY

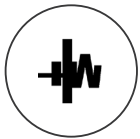
If you are a **TOBACCO/NICOTINE USER**, please complete the Tobacco/ Nicotine User.

If you are **TOBACCO/NICOTINE FREE**, please complete the Tobacco/ Nicotine Free challenge. To be considered tobacco/nicotine free, you must meet the tobacco/nicotine free guidelines:

- You must be tobacco/nicotine free for 6 months prior to becoming insured or open enrollment.
- City of Paducah reserves the right to randomly test, based on evidence of tobacco/nicotine use, or on challenge by another member.
- If a person is found to have obtained the credit and uses tobacco/nicotine, then they forfeit the credit and will be charged back.
- Tobacco/Nicotine products include cigarette, cigars, chewing tobacco, nicotine patch, nicotine gum, nicotine lozenges and electronic cigarettes.

TOBACCO/NICOTINE USER = EARN \$0

TOBACCO/NICOTINE FREE = EARN \$250



HEALTHWORKS PROGRAM

INVITED PLAN MEMBERS ONLY

Plan members with a diagnosis of hypertension, diabetes, and/or hyperlipidemia are invited to participate in the Healthworks program. As part of this program, you will meet with a licensed clinician to determine your care plan and schedule visits accordingly. You must be enrolled and compliant in your care plan in order to receive the incentives listed below. Completion of this program has the opportunity to replace as many as 4 approved activities for a max of \$500 (employee) or \$200 (spouse). You then have the opportunity to complete 2 additional approved activities, outside of the Healthworks program, (each worth \$125 for employees and \$50 for spouses) to earn the full incentive for a total of 6 approved activities.

Maximum credit for the Healthworks program may be limited by the program enrollment date as well as completion of the protocol as directed by the clinician. You will receive credit quarterly if you are enrolled that quarter and are compliant. Credit missed can be made up by completing additional approved activities to earn the maximum allowed incentive. Your information is confidential and will never be shared with your employer or anyone representing your employer.

INCENTIVES

MUST COMPLETE THE PROGRAM REQUIREMENT TO EARN THE INCENTIVE

	EMPLOYEE	SPOUSE
Enroll before December 31, 2022	\$500	\$200
Enroll before March 31, 2023	\$375	\$150
Enroll before June 30, 2023	\$250	\$100
Enroll before September 30, 2023	\$125	\$50



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2023 - September 30, 2024



APPROVED ACTIVITIES

COMPLETE UP TO 6 APPROVED ACTIVITIES | EMPLOYEES & SPOUSES ARE ELIGIBLE

You have a variety of activities to choose from, each activity is designed to educate and encourage you to make healthy lifestyle choices. Complete up to six approved activities during the 2023-2024 program in order to receive the incentive. Log in to your online wellness account to see approved activities available and complete an approved activity challenge.

Other approved activities may be added throughout the program year.



CITY APPROVED 5K
WALK/RUN EVENT



STEPS CHALLENGE
MARCH & SEPTEMBER



PREVENTATIVE EXAMS
VISION, DENTAL, ETC. | UP TO 3



COMMUNITY ENGAGEMENT
VOLUNTEER, ETC. | UP TO 2



EDUCATION SESSIONS
ONLINE | 1 PER QUARTER



FINANCIAL PROGRAM
COMPLETED ONLINE



INCENTIVES

ACTIVITIES COMPLETED	EMPLOYEE	SPOUSE
1 COMPLETED	\$125	\$50
2 COMPLETED	\$250	\$100
3 COMPLETED	\$375	\$150
4 COMPLETED	\$500	\$200
5 COMPLETED	\$625	\$250
6 COMPLETED	\$750	\$300



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2023 - September 30, 2024

INCENTIVE WORKSHEET

TOTAL POSSIBLE INCENTIVE EARNED TOWARD 2023 PREMIUM

EMPLOYEE MAX INCENTIVE: \$2,250

ANNUAL PHYSICAL + BIOMETRIC SCREENING		☐ COMPLETED: \$250	☐ NOT COMPLETED: \$0
BIOMETRIC RESULTS \$200 EACH, UP TO 5			
- BMI $\leq$ 25 - Blood Pressure $\leq$ 120/80 - Blood Sugar $\leq$ 106 - Total Cholesterol $\leq$ 200 - HDL: Men $\geq$ 35 Women $\geq$ 45 - LDL $\leq$ 100 - Triglycerides $\leq$ 200		☐ 1 RESULT IN RANGE (\$200) ☐ 2 RESULTS IN RANGE (\$400) ☐ 3 RESULTS IN RANGE (\$600) ☐ 4 RESULTS IN RANGE (\$800) ☐ 5 RESULTS IN RANGE (\$1,000)	
NICOTINE STATUS		☐ NICOTINE USER: \$0	☐ NON-NICOTINE USER: \$250
APPROVED ACTIVITIES		☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625 ☐ 6: \$750	
HEALTHWORKS PROGRAM *IF INVITED			
ENROLLED BY: ☐ 12/31: \$500 ☐ 3/31: \$375 ☐ 6/30: \$250 ☐ 9/30: \$125			
ADDITIONAL APPROVED ACTIVITIES: ☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625			
TOTAL AMOUNT (MAX \$750): _____			
TOTAL TOWARD 2024 PREMIUM: _____			

SPOUSE MAX INCENTIVE: \$1,000

ANNUAL PHYSICAL + BIOMETRIC SCREENING		☐ COMPLETED: \$200	☐ NOT COMPLETED: \$0
BIOMETRIC RESULTS \$100 EACH, UP TO 5			
- BMI $\leq$ 25 - Blood Pressure $\leq$ 120/80 - Blood Sugar $\leq$ 106 - Total Cholesterol $\leq$ 200 - HDL: Men $\geq$ 35 Women $\geq$ 45 - LDL $\leq$ 100 - Triglycerides $\leq$ 200		☐ 1 RESULT IN RANGE (\$100) ☐ 2 RESULTS IN RANGE (\$200) ☐ 3 RESULTS IN RANGE (\$300) ☐ 4 RESULTS IN RANGE (\$400) ☐ 5 RESULTS IN RANGE (\$500)	
APPROVED ACTIVITIES		☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250 ☐ 6: \$300	
HEALTHWORKS PROGRAM *IF INVITED			
ENROLLED BY: ☐ 12/31: \$200 ☐ 3/31: \$150 ☐ 6/30: \$100 ☐ 9/30: \$50			
ADDITIONAL APPROVED ACTIVITIES: ☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250			
TOTAL AMOUNT (MAX \$300): _____			
TOTAL TOWARD 2024 PREMIUM: _____			

Benefit Information (ASO)

CITY OF PADUCAH

Effective January 1, 2024 through December 31, 2024

		Renewal Plan Designs	
		\$3200 Deductible EHDHP (0%/0%/0% Base, Natl) Embedded National	\$1500 Deductible PPO (\$15/\$35/\$55/25% Base, Natl) Embedded National
		Blue Access	Blue Access
		Custom	Custom
Benefit categories	Deductible Single/Family	\$3200 / \$6400	\$1500 / \$3000
	Coinsurance	0%	20%
	Out of Pocket Limit Single/Family	\$3200 / \$6400	\$3200 / \$6400
	Office Visits PCP/Specialist Copay	Ded & Coins	Ded & Coins
	Inpatient / Outpatient copay (Surgery)	Ded & Coins	Ded & Coins
	ER/Urgent Care Copay	Ded & Coins	Ded & Coins
	Prescription Drug - Retail	0%/0%/0%	\$15/\$35/\$55/25%
	Prescription Drug - Mail Order	0%/0%/0%	\$45/\$105/\$165/25%
	OON Deductible (individual/family)	\$3200/\$6400	\$3200/\$6400
	OON Coinsurance	30%	50%
	OON OOP Max (individual/family)	\$6400/\$12800	\$6400/\$12800

Benefit categories reflect In-network benefits unless noted as Out-Of-Network (OON)

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Wellness Services Agreement with HealthWorks Corporate Wellness and Health Services to Administer the 2024 Wellness Plan - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The City would like to renew the partnership with HealthWorks Corporate Wellness and Health Services to administer the City Wellness Plan again in 2024. The Wellness Plan would remain unchanged as far as how employees earn credit towards premium reduction. The enhanced website and app allow for more individualized wellness care, where we had more than 85% utilization by employees and spouses in the previous plan year. They will continue to offer one-on-one coaching, a wellness fair with biometric screenings on-site, telehealth services, as well as many other wellness activities tailored to our needs. The cost of the tier three program will be \$30 per participant per month, but with the enhanced program offerings, some of the health plan expenses would be offset by this program. Our goal with wellness is to get employees actively involved with their health, know their numbers, and the potential offset for future catastrophic events. Specific program details are attached. This agreement will renew each year after assuming there are no significant program changes or change in cost. The current estimated annual cost is \$118,000.

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: 73000208 523070

Staff Recommendation: Authorize the Mayor to execute the Wellness Agreement with HealthWorks Medical.

Attachments:

1. MO contract- Healthworks Corporate Wellness and Health Services 2024
2. 2024 Wellness Plan Agreement with HealthWorks signed
3. City of Paducah MW Manual 23-24

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A WELLNESS SERVICES AGREEMENT WITH HEALTHWORKS WELLNESS AND HEALTH SERVICES TO ADMINISTER THE 2024 CITY WELLNESS PLAN

WHEREAS, the City of Paducah desires to enter into an agreement with Healthworks Corporate Wellness and Health Services to offer the opportunity for employees to actively participate in their health and wellness plan.

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

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a Wellness Services Agreement with Healthworks Wellness and Health Services. The cost of the tier three program will be \$30 per participant per month.

SECTION 2. This expenditure will be charged to various accounts.

SECTION 3. Said contract authorized in Section 1 above will be for the term beginning August 1, 2023, and continuing for one (1) year. Thereafter, the Agreement shall automatically renew for additional terms annually until otherwise terminated as provided in said contract.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
mo\contract- Healthworks Corporate Wellness and Health Services 2024

HEALTHWORKS CORPORATE WELLNESS AND HEALTH SERVICES AGREEMENT

THIS HEALTHWORKS CORPORATE WELLNESS AND HEALTH SERVICES AGREEMENT ("Agreement") is made and entered on 1 OCT, 2023 by and between **City of Paducah** of 300 S 5th Street, Paducah, KY 42003. ("PADUCAH") and **HEALTHWORKS MEDICAL, LLC**, a Kentucky limited liability company of 2341 New Holt Rd, Paducah, Kentucky 42001 ("HealthWorks").

WITNESSETH:

WHEREAS, PADUCAH, an employer desirous of obtaining corporate wellness services for its employees; and

WHEREAS, HealthWorks is a company engaged in the provision of corporate wellness services and is desirous of providing such services to PADUCAH.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Provision of Corporate Wellness and Health Services.

HealthWorks shall be a non-exclusive provider of corporate care wellness and health services which shall include without limitation, the services identified on the attached Schedule A for all eligible employees (hereinafter collectively referred to as ("Member Plan Participant") pursuant to the terms and conditions set out herein. All Health Services shall be performed in accordance with (i) applicable federal, state and local laws, rules and regulations, (ii) generally accepted medical practices, (iii) the standards of the Kentucky Medical Board, the Kentucky Board of Nursing, the Kentucky Department of Health, Kentucky Cabinet for Health and Family Services, the U.S. Department of Health and Human Services, the American College of Occupational and Environmental Medicine, the Medical Review Officer Certification Council and any other applicable accrediting, regulating or licensing agencies or boards (the "Accrediting and Licensing Agencies").

2. Payment for Services. For provision of the Corporate Wellness and Health Services set out herein; PADUCAH shall pay to HealthWorks a monthly fee which shall be calculated by multiplying \$30.00 by the number of Member Plan Participants for that month. The number of Member Plan Participants shall be tallied on the first day of the month for that month and shall be provided to HealthWorks on the 1st day of that month. Member Plan Participants shall not be responsible for any fees to HealthWorks for Services set out herein. HealthWorks shall bill PADUCAH for the Fee amount by the 10th of each month for that month. Payment shall be made Net 30 with payment mailed to HealthWorks Medical, 2341 New Holt Road, Paducah, KY 42001.

3. Staffing.

a. Health Line Services. HealthWorks shall provide to Member Plan Participants a health line telehealth service through which Member Plan Participants shall receive guidance on general health information, referrals for medical care, or immediate referrals for emergency care. HealthWorks shall ensure that the Health Line Services are open and operational for Member Plan Participant from 8:00am until 5:00 pm, Monday through Friday CST. Health Line Services will be closed from 12:00pm – 1:00pm daily. The HealthWorks clinical operations are closed on the following holidays: Christmas Day, Christmas Eve, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Labor Day, 4th of July and Memorial Day. If the holiday falls on a weekend, then the Friday before or the Monday after will be observed.

b. Supervision. A licensed physician or physician's assistant/nurse practitioners and all support staff necessary to provide the Health Line Telehealth Services shall be available during Clinic Hours. HealthWorks shall provide all appropriate supervision and oversight for HealthWorks employees consistent with the requirements of the Commonwealth of Kentucky, including without limitation, required supervision from a collaborative physician for all physician extenders. The collaborative physician shall at all times remain board certified in family practice.

4. Records; confidentiality.

a. Utilization. HealthWorks shall provide to PADUCAH, documentation of Member Plan Participant utilization on a quarterly basis.

b. Medical Records. All medical records generated for services rendered pursuant to this Agreement shall remain the property of HealthWorks, subject to the rights of access afforded to patients pursuant to state and federal law. Health records shall be disclosed to PADUCAH in accordance with the provisions of the Healthcare Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, as the same is in force from time to time. Medical records shall be maintained and compiled in accordance with the standards of the Accrediting and Licensing Agencies, and as may be reasonably necessary to effectuate the timely and complete documentation of utilization records required pursuant to this Agreement.

c. Confidentiality. All of the terms and conditions of this Agreement shall be considered strictly confidential, and neither party shall disclose any of the material items discussed in the negotiations leading to this Agreement, or any of the terms of this Agreement itself, without the prior written consent of the other party, excepting only disclosures to any lawyer or accountant either party may employ (who shall be advised of this confidentiality provision) and such disclosures as may be required by applicable federal, state, or local law made with prior notice to the other party of all of the circumstances of such legally required disclosure.

PADUCAH shall not, directly or indirectly, except with the prior written consent of HealthWorks, which may be withheld in its sole and absolute discretion, communicate, furnish, disclose or use for the benefit of PADUCAH or any other individual, firm, partnership, limited liability company or other entity, organization or association any "Confidential Information," other than for PADUCAH in the regular course of PADUCAH business. On the last day of this Agreement, PADUCAH shall destroy or return and deliver to HealthWorks, at its sole discretion, all "Confidential Material" in PADUCAH possession. As used in this Section 4, "Confidential Information" shall mean information about HealthWorks, any of its affiliates, or any successor to the HealthWorks or its affiliates, which is not generally known in the community in which the HealthWorks, any of its affiliates or their successors, is providing services and which is or shall be disclosed to, or known by, PADUCAH as a consequence of this Agreement, including but not limited to, accounting records, patient lists, operating policies, or written instructions, forms, manuals, reports, research, or any other records or other Confidential or proprietary information or trade secrets of any type or description whatsoever. "Confidential Material" shall mean any writing of any kind or information stored on computer disk or otherwise electronically or in any other form, obtained by PADUCAH as a consequence of or through this Agreement, which contains any Confidential Information and shall include, without limiting the generality of the foregoing, documents, memoranda, notes, and any other writings or stored information of any kind or nature whatsoever (and all copies thereof), which contain or relate to Confidential Information and which are in PADUCAH possession or control, whether prepared by PADUCAH or otherwise which information is not generally known to persons outside of the employ of the HealthWorks.

HealthWorks shall not, directly or indirectly, except with the prior written consent of PADUCAH, which may be withheld in its sole and absolute discretion, communicate, furnish, disclose or use for the benefit of HealthWorks or any other individual, firm, partnership, limited liability company or other entity, organization or association any "Confidential Information," other than for HealthWorks in the regular course of HealthWorks' business. On the last day of this Agreement, HealthWorks shall destroy or return and deliver to PADUCAH, at its sole discretion, all "Confidential Material" in HealthWorks' possession. As used in this Section 4, "Confidential Information" shall mean information about PADUCAH, any of its affiliates, or any successor to PADUCAH or its affiliates, which is not generally known in the community in which PADUCAH, any of its affiliates or their successors, is providing services and which is or shall be disclosed to, or known by, HealthWorks as a consequence of this Agreement, including but not limited to, accounting records, patient lists, operating policies, or written instructions, forms, manuals, reports, research, or any other records or other Confidential or proprietary information or trade secrets of any type or description whatsoever. "Confidential Material" shall mean any writing of any kind or information stored on computer disk or otherwise electronically or in any other form, obtained by HealthWorks as a consequence of or through this Agreement, which contains any Confidential Information and shall include, without limiting the generality of the foregoing, documents, memoranda, notes, and any other writings or stored information of any kind or nature whatsoever (and all copies thereof), which contain or relate to Confidential Information and which are in HealthWorks' possession or control, whether prepared by HealthWorks or otherwise which information is not generally known to persons outside

of the employ of the PADUCAH.

5. Relationship of the Parties; Independent Contractor.

HealthWorks and its employees are performing all services and duties required of them by this Agreement as independent contractors and not as employees, agents, partners or joint venturers with PADUCAH. Neither HealthWorks nor its employees shall have authority to bind or obligate PADUCAH in any manner. PADUCAH shall neither have nor exercise any control over the methods by which any of the employees of HealthWorks practice medicine, and the clinical decisions of HealthWorks shall be its and its alone. HealthWorks shall be solely responsible for the payment or withholding of all federal, state or local income taxes, Social Security taxes, unemployment taxes, workers' compensation and other insurance required by law arising from its or its employees compensation hereunder.

6. Term; Termination; Dispute Resolution.

a. Term. Subject to the termination provisions otherwise provided herein, the Term of this Agreement shall commence on August 1st, 2023, and continue for an initial period of one (1) year. Thereafter, the Agreement shall automatically renew for an additional Term annually unless otherwise terminated as provided herein below.

b. Termination for Cause Only During First Year. Notwithstanding any other provision of this Agreement, this Agreement shall not be terminated for one (1) year beginning August 1st, 2023 and ending August 1st, 2024, unless for cause.

c. Cause. "Cause" for the purpose of this agreement is defined as (i) fraud, misappropriation (ii) intentional breach of the provisions of this agreement, (iii) repeated willful failure to perform services hereunder or (iv) incapacity to perform the services hereunder. If either party breaches any term of this agreement such as to constitute cause and fails to correct such breach within ninety (90) days after receiving written notice, as outlined in paragraph 10(j) herein (entitled Notice), of such breach from the other party, such other party may terminate this Agreement by notifying the breaching party in writing of termination.

d. Termination. This Agreement may only be terminated (1) unless for cause or (2) by early termination as defined below.

e. Early termination without cause. Any other provision of this Agreement to the contrary notwithstanding, either party may terminate this Agreement, as follows:

- (i) For HealthWorks, HealthWorks shall notify PADUCAH in writing at least ninety (90) calendar days in advance of the termination date.

- (ii) For PADUCAH, PADUCAH shall notify HealthWorks in writing at least ninety (90) calendar days in advance of the termination date. PADUCAH will be responsible for the full payment for the first contract year for early termination without cause. Remaining payment must be received with written notification for early termination within thirty (30) calendar days.

f. Early Termination for Death or Disability. Notwithstanding any other provision of this Agreement, PADUCAH may terminate this Agreement immediately if the principal of HealthWorks, J. Kyle Turnbo, M.D., dies or becomes Permanently Disabled. All terms and conditions contained in this Agreement shall remain in full force and effect should J. Kyle Turnbo, M.D. be disabled but has not become Permanently Disabled. If J. Kyle Turnbo, M.D. dies or becomes Permanently Disabled, all terms and conditions contained in this Agreement shall remain in full force and effect until such time as PADUCAH exercises its right to terminate this Agreement as set out herein. As used herein, "Permanently Disabled" shall mean being unable, due to accident, physical or mental illness, or any other reason or cause, to practice medicine on a full-time basis for any period reasonably expected to last more than ninety (90) days, as determined by a physician who is not employed by PADUCAH or HealthWorks.

g. Termination During Renewal Years. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party during any renewal term by providing written notice to the other party at least one hundred twenty (120) calendar days in advance of the termination date.

h. Dispute resolution. The parties shall in good faith first attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by face-to-face negotiations by the principal of HealthWorks and the principle of PADUCAH. If any such controversy, dispute or disagreement is not resolved within thirty (30) days after such negotiations begin, either party may seek relief at law or in equity as the same may be available to it.

7. Indemnity.

a. Indemnification by HealthWorks. HealthWorks hereby agrees to indemnify and save harmless the PADUCAH, its affiliates and their respective trustees, officers, agents, employees and volunteers from and against any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorney's fees and witness' fees, to the extent caused by the negligence or willful misconduct of the HealthWorks, any of its employees or agents, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of PADUCAH, its affiliates or any of their respective trustees, officers, agents, employees, volunteers or independent contractors, other than the HealthWorks, its employees or agents.

b. Indemnification by PADUCAH. PADUCAH shall indemnify and save harmless HealthWorks, its affiliates and their respective shareholders, agents, directors, officers and employees from and against any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorneys' fees and witness' fees, to the extent caused by the negligence or willful misconduct of PADUCAH or any employees or agents of PADUCAH, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of the HealthWorks, its affiliates or any of their respective shareholders, agents, directors, officers, employees, or independent contractors.

8. Medical Malpractice. HealthWorks shall purchase and maintain medical malpractice insurance in the amounts of \$1,000,000/\$3,000,000 covering the acts or omissions of any and all physicians and physician extenders providing services at the HealthWorks Clinic Location or on the Worksite.

9. Miscellaneous.

a. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior negotiations and understanding relating to the subject matter hereof.

b. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns. This Agreement may not be assigned by either party without the express written consent of the other party.

c. Kentucky law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky irrespective of any Conflict of Laws provision to the contrary.

d. Venue. Any legal action arising out of this Agreement shall be brought in either McCracken Circuit Court or the United States District Court for the Western District of Kentucky, Paducah Division, or any successor to such courts. By execution of this Agreement, the parties hereby irrevocably consent to the continuing and general personal jurisdiction of such courts and waive, to the extent otherwise available, any defense of inconvenience of forum.

e. Headings; gender. The headings of sections and paragraphs contained in this Agreement are for convenience only and shall in no matter be construed as part of this Agreement. Whenever the context of this Agreement requires, words used in the singular shall be construed to mean and include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

f. Amendments. This Agreement may be amended at any time by mutual assent of but any such amendment may be made only on the written consent of

all parties hereto.

g. Severability. It is intended that each paragraph to this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held invalid, the remaining paragraphs shall continue in full force and effect.

h. Attorneys' fees. In the event of any litigation arising out of this Agreement, in the event such a dispute is resolved or finally adjudicated by a court of competent jurisdiction, the party prevailing under such an adjudication shall be entitled, as a part of the judgment, to recover from the other party its reasonable attorneys' fees along with the costs and expenses of the litigation.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided the same appear in their original, typewritten form, without deletions, strike-throughs or modifications of any type.

j. Notice. Any notice required or permitted to be given hereunder shall be made in writing and delivered by registered mail, postage prepaid, or by recognized overnight courier with delivery confirmation, to the following, or such other address as the parties may designate from time to time:

If to PADUCAH:

PADUCAH
Director of Human Resources
Attn: Stefanie Wilcox
300 South 5th Street
Paducah, KY 42001

If to HealthWorks:

HealthWorks Medical, LLC
Attn: J. Kyle Turnbo, M.D.
2341 New Holt Rd
Paducah, Kentucky 42001

with a copy to:

Denton Law Firm, PLLC
Attn: Glenn Denton
P.O. Box 969
Paducah, KY 42002-0969

l. No waiver. No failure by either party to insist upon the strict

performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach hereof shall constitute a waiver of any such breach, agreement, term, covenant or condition or the ability of either party to enforce legal or equitable remedies beyond those expressly set forth in the Agreement

PADUCAH

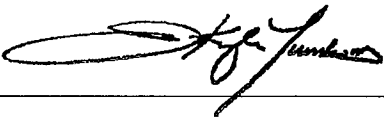
City of Paducah, Kentucky

By: _____

Print Name/Title

HEALTHWORKS

HEALTHWORKS MEDICAL, LLC

By:  _____

J. Kyle Turnbo M.D., Sole Officer,
Member

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective the date first above written.

ATTACHMENT A

HealthWorks Medical Corporate Care Health Plan Services (Tier 3)

- Telehealth access to our healthcare team Monday through Friday 8AM - 5PM CST (closed daily from 12pm 1pm for lunch).
- Annual on-site health fair with biometric collection
- On-site quarterly education sessions
- 1-on-1 access to our Wellness Professionals via the MuuvWell app
- Employee Ambassador Program
- Semi-Annual Health and Wellness Challenges
- Custom stretching routines
- Customized employer app content and employee education
- Annual kick-off event (on-site)
- Continuation of and management of Chronic Disease Program

*HealthWorks Medical Providers reserve the right to make any referrals to third party medical care as necessary.

A group of hikers with large backpacks are ascending a steep, rocky mountain trail. The lead hiker in the foreground is wearing a blue shirt, grey pants, and a hat, using a trekking pole. The trail is composed of reddish-brown soil and rocks. In the background, more hikers are visible, and the mountain slopes are covered with sparse green vegetation under a clear sky.

muui✓WELL

CITY OF PADUCAH
2023-2024

What to Expect

When you win, we win. MuuvWell delivers personalized health coaching, engaging wellness content and simple programs that help you become the best version of yourself. We will be alongside to celebrate every step of your journey.



Health and Wellness Challenges

Be the hero of your story by participating in fun wellness challenges.



One-on-one coaching with MuuvWell coaches

Let us know your goals and we will serve as your guide to get you there!



Earn Rewards

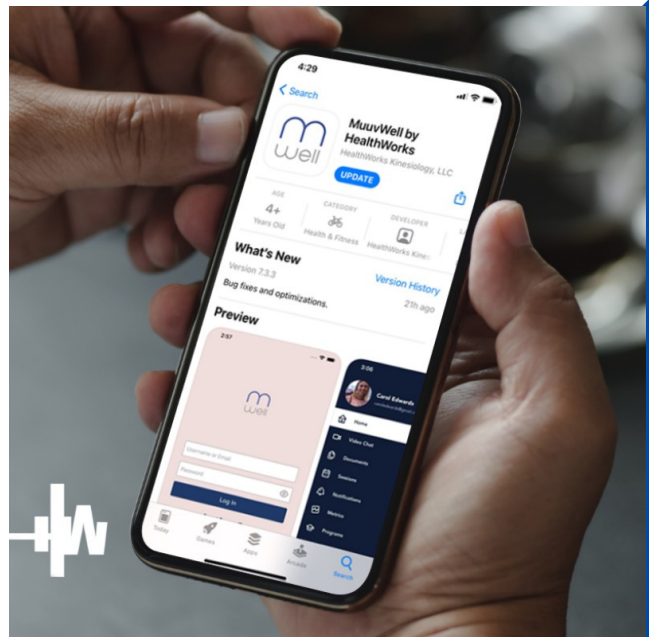
Be rewarded for activities completed. The higher you climb, the greater the reward.



MuuvWell App Access

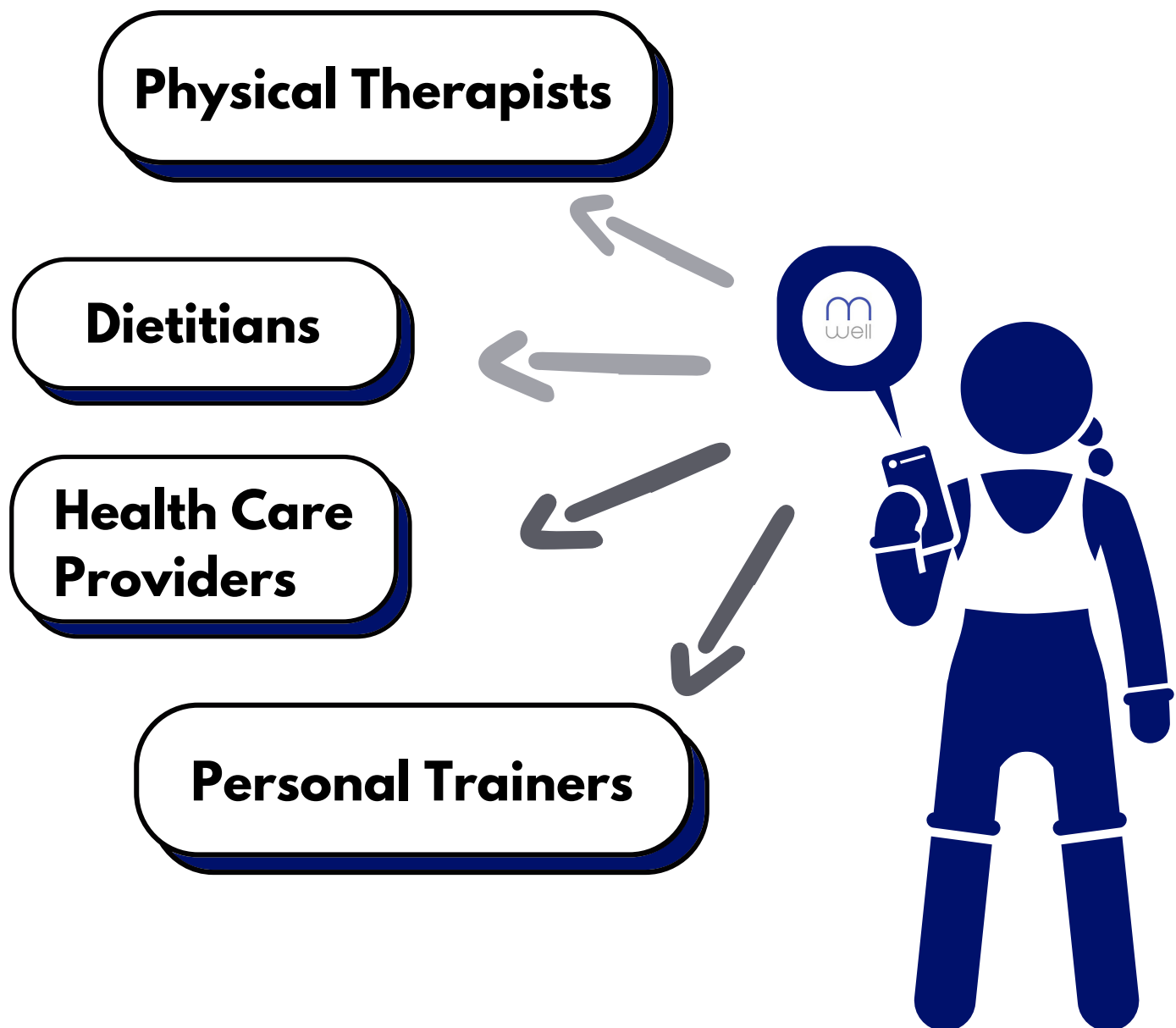
Engaging content, data tracking, and a library of fun routines.

**A better
you, in the
palm of your
hand.**



What you Get

As a member of MuuvWell you have access to a team of wellness professionals dedicated to your success.

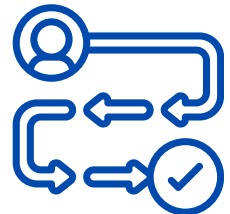


Getting Started



How you start your journey

1. Search and download "MuuvWell by HealthWorks" app, or visit muuvwell.com
2. Login
 - Username: email address as provided to employer
 - Password: Temporary password provided
3. To change your password, go to muuvwell.com
4. Login
5. Navigate to settings
6. Enter your new password and hit "update"



How you use telehealth

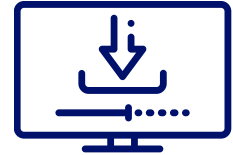
- Monday through Friday 8:00 AM-5:00 PM.
- Used for acute injury and illness (seasonal allergies, colds, sore throat, fever etc.).
- To initiate a visit, call 270-408-9355.
 - Let receptionist know your medical need and which company you are with.



(Cont. from previous page)

How you log on

- **Mobile Login:**
 - **Open the “M Well” app icon on your Android or iOS smart device and enter your email and password.**
- **Web Login:**
 - **Visit www.muuvwell.com and enter your company email and password.**



MuuvWell Approved Activities

- **Complete 100% of 1 month of the Strive For Five Program = 1 approved activity**
- **Complete 2 virtual one-on-one sessions with your head coach, dietitian, or physical therapist = 1 approved activity**

Maximum = 4 activities/year



PATH Program

Members with a diagnosis of hypertension, diabetes, and/or hyperlipidemia are invited to participate. Completion of this program can replace as many as 4 approved activities. To receive the benefit, members must accrue a minimum of 20 points (Slope status) during the current wellness year. Please refer to page 3 of the City of Paducah Wellness Guide for more incentive information.

Point Opportunities

- **Message your coach: 1 Pt/Month**
- **1-on-1 visits (virtual, telephone, in-person): 5 Pts/Visit**
- **50% completion of Strive for Five Program: 1 Pt/Month**



Making the climb

Messaging your coach, completing Strive for Five programs and performing one-on-one visits is how you reach Slope status. Please see the example below:

- | | |
|---|--------------------|
| <ul style="list-style-type: none">✓ Message to your coach monthly for 4 months (4 points)✓ Complete 2 one-on-one visits (10 points)✓ Complete 6 Strive for Five programs (6 points) | } 20 Points |
|---|--------------------|



Resources

Download, login, reach out.



(A) SCAN ME

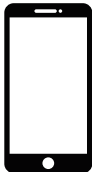
MuuvWell app download

Scan code or search "MuuvWell by HealthWorks"



Web login:

www.MuuvWell.com



Telehealth visits:

270-408-9355



Activity Submissions & Questions:

muuvwell@healthworksmedical.com

**BE THE BEST
VERSION
OF YOURSELF**



Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The City has utilized the Health Risk Advisor services with Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. Staff recommends entering into a contract with Peel & Holland to continue these services for calendar year 2024. The 1 year contract with Peel & Holland remains flat at \$78,900. This fee is payable in four equal installments of \$19,725 to be billed quarterly. In addition, there is a fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes about other similar issues. In addition to this cost is an Advisory Agreement Services Addendum. This Addendum would only be in effect if services from the attached form are requested and additional charges and fees will apply. These fees also remained flat.

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: 7300 0208 523070

Staff Recommendation: Authorize the Mayor to execute a contract between the City of Paducah and Peel & Holland pertaining to the administration of the City's health insurance.

Attachments:

1. MO - contract – Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2024
2. 2024 City of Paducah Advisory Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF \$78,900 PLUS \$200 PER HOUR, SUBJECT TO A MINIMUM RETAINER OF \$5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$78,900, payable in four equal installments of \$19,725 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute an Advisory Agreement Services Addendum with Peel & Holland Financial Group, which provides for additional fees if specific additional services are requested including Carrier Billing Reconciliation, Enrollment Errors, and Benefit Administration System Maintenance for \$150 per hour with a \$300 minimum and ACA Reporting for \$150 per hour with a \$1,500 minimum.

SECTION 3. Said contract and addendum authorized in Sections 1 and 2 above will be for the 2024 calendar year.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023

Recorded by Lindsay Parish, City Clerk, October 10, 2023

mo\contract – Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2024

STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES

THIS CONTRACT, made and entered into on this ____ day of ____ 2023, by and between Peel & Holland Financial Group, 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and **City of Paducah, Kentucky** hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engaged ADVISOR to access its "Strategic Health Risk Advisor System and Strategic Insurance Placement Services System", hereinafter referred to as "SYSTEM" and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, Flores & Associates and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.
12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.

B. For the services rendered as described in Paragraph A, Subparagraphs 1 through 10, CLIENT shall pay ADVISOR a fee of \$78,900 per annum (fee includes \$72,000 for Items 1-10, \$6,300 for item 12, and \$600 for Item #13). Services shall be billed and payable at a rate of \$19,725 per quarter and due each of the following dates: January 1, 2024, April 1, 2024, July 1, 2024, and October 1, 2024, payable within 30

days of each billing statement. Services shall continue for one calendar year from the inception date of this agreement. For services rendered as described in Paragraph A, Subparagraph 11 above, CLIENT shall pay ADVISOR a separate fee of \$200.00 per hour subject to a minimum retainer of \$5,000.00 per year should services be requested in item 11 above. Invoice for services rendered or retained under Paragraph A, Subparagraph 11, shall be billed monthly as accrued and payable no later than the 10th of the following month after the billed date. Assuming no services Paragraph A, Subparagraph 11 are requested, then no fee shall be paid under this separate section of the services. Also, due to the nature of benefits such as dental, vision, life, voluntary plans, etc. certain carriers may not waive standard commissions and if such relationship exists then these commissions shall be disclosed, and commissions may be earned in addition to other fees specified within this agreement. The charging of these fees and expenses by ADVISOR for the services enumerated shall not preclude his charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of "client" as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR's sole responsibility is to provide its best advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of his opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with his best opinion based upon his professional experience at the time such opinion is presented. CLIENT acknowledges

that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of his coaching services, and CLIENT assumes full risk for, and shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein and ADVISOR shall provide a refund to CLIENT, prorated with the length of service rendered, if ADVISOR is prevented from providing the services by sickness, death, or events beyond his control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue through December 31, 2024 and may continue into the future, as mutually agreed and by extending the agreement in writing. Afterward, either party may termination this agreement, at any time, for any reason, provided a ninety (90) day notice is provided in writing. Fees shall continue to become due and payable throughout the length and term of the entire agreement, even if terminated, unless stipulated otherwise in section E. above.

G. This agreement has been entered into by City of Paducah, Paducah, Kentucky and Peel & Holland Financial Group.

IN TESTIMONY WHEREOF, Peel & Holland Financial Group and City of Paducah each has caused their name to be hereunto affixed on this date first written above.

10/3/2023

Date:



DJ Story, Authorized Peel & Holland Representative

Date:

City of Paducah Kentucky

Advisory Agreement Services Addendum

Additional Human Resources and Financial Support Services

Our advisory services assume each client shall maintain employment records, system information and provide for their own carrier bill reconciliation. In the event the services indicated below are requested additional charges and fees will apply.

- Carrier Billing Reconciliation: \$150 per hour, \$300 minimum
 - Auditing carrier invoices;
 - Retrospective billing resolution and dispute mitigation
- Enrollment Errors: \$150 per hour, \$300 minimum
 - Enrollment corrections;
 - Carrier communications;
 - Dispute resolution;
- Benefit Administration System Maintenance: \$150 per hour, \$300 minimum
 - System build, implementation and testing;
 - Entering, maintaining and updating various records
- ACA Reporting: \$150 per hour, \$1,500 minimum
 - Training, support and online assistance outside the initial system implementation;
 - Entering data, uploading reports and assistance with retrospective corrections

I/We understand the services as listed above require additional time, effort, support and additional charges shall apply.

Date:

City of Paducah, Authorized Representative

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Administrative Services Agreement with Anthem Blue Cross Blue Shield - **S. WILCOX**

Category: Municipal Order

Staff Work
By:
Presentation
By:

Background Information: DJ Story of Peel and Holland recommends that the city continue with Anthem Blue Cross Blue Shield for the 2024 plan year, effective January 1, 2024, as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive discount rates and factors. A summary of Anthem's administrative fees, rates and factors is attached.

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 Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services only.

Attachments:

1. MO - administrative services - Anthem 2024
2. 2024 Anthem ASO Fees for Signature
3. Medicare_Sec Payer_ER_Status_Form (Rev 1 07)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2024 PLAN YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah authorizes and approves an agreement with Anthem Blue Cross Blue Shield as the City's Third-Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2024 and ending December 31, 2024.

SECTION 2. The Mayor is hereby authorized to execute all documents relating to administrative services as authorized in Sections 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo.\ administrative services - Anthem 2024

Fixed Administrative Costs (ASO)

CITY OF PADUCAH

Effective January 1, 2024 through December 31, 2024

Fixed Administrative Costs	Current	1/1/2024 through 12/31/2024
	PCPM	PCPM
Current Non-CDH Plan Subscribers	34	34
Current CDH Plan Subscribers	251	251
Enrollment	285	285
Medical and Pharmacy Administration	\$48.09	\$48.31
BASIC Wellness	\$0.00	\$0.00
Pharmacy Rebate Offset	(\$33.93)	(\$34.62)
External Stoploss Coordination Fee	\$3.00	\$4.00
Composite Total:	\$17.16	\$17.69
Annual fixed administrative costs based on assumed enrollment:	\$58,687	\$60,500
Percentage Change:		3.1%

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0389489-02

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Health, Vision, and Dental Benefit Plan Premiums for 2024 - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The following reflect the recommended monthly health insurance premiums, by plan, for the 2024 Calendar year. These are the rates, as presented by DJ Story, of Peel and Holland, which are flat compared to last year. These premiums allow us to keep our grandfathered status, which offers protection to both the employer and the employee and allows us to maintain an acceptable escrow level to cover expected claims and plan costs. As a further note, regarding the City's health insurance premiums, there have not been any increases to costs over the last ten years.

Investor Plan	Monthly Amount	Elite Plan	Monthly Amount
Employee Only	\$ 781	Employee Only	\$ 856
Employee + Spouse	\$ 969	Employee + Spouse	\$ 1,139
Employee +	\$ 825	Employee +	\$ 974
Child(ren)		Child(ren)	
Family	\$ 1,118	Family	\$ 1,319

The following will reflect the monthly Vision Premium rate for the 2024 Calendar year. The renewal rates will not increase from last year.

Vision Premiums:

Blue View Vision	Monthly Premium
Employee	\$6.97
Employee/Spouse	\$12.20
Employee / Child(ren)	\$13.26
Family	\$20.24

The following will reflect the recommended monthly Delta Dental Plan Premiums for the 2024 Calendar year. The renewal rates will not increase from last year.

Dental Premiums:

Delta Dental of KY	Monthly Premium
Employee	\$26.47
Employee/Spouse	\$54.01
Employee / Child(ren)	\$56.49
Family	\$91.90

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 premiums listed above for Health Insurance, Vision and Dental.

Attachments:

1. MO - Health Vision & Dental Premiums 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2024 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following monthly health insurance premiums for calendar year 2024 for employees of the City of Paducah:

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

SECTION 2. That the City of Paducah hereby approves the following monthly premiums for the Blue View Vision Plan through Anthem BlueCross BlueShield for vision care for employees for calendar year 2024:

Vision Insurance:

	Monthly Premium
Employee	\$6.97
Employee/Spouse	\$12.20
Employee Child	\$13.26
Family	\$20.24

SECTION 3. That the City of Paducah hereby approves the following monthly premiums for the Delta Dental Plan for optional dental care for employees for calendar year 2024:

Dental Insurance

	Monthly Premium
Employee	\$26.47
Employee/Spouse	\$54.01
Employee Child	\$56.49
Family	\$91.90

SECTION 4. That the premiums for the Comprehensive Health Insurance Benefit Plan, the Blue View Vision Plan and the Delta Dental Plan for employees of the City of Paducah, adopted in Sections 1, 2 and 3 above, shall become effective January 1, 2024.

SECTION 5. That the Mayor is hereby authorized to execute all documents related to the premiums approved in Sections 1, 2 and 3 above.

SECTION 6. 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, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\Health Vision & Dental Premiums 2024

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Stop Loss Insurance with Voya Financial Advisors. Inc. - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: Since January 1, 2023, the City of Paducah has purchased stop loss insurance with Voya to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2024 plan year beginning on January 1, 2024, the Commission renew the agreement with Voya Financial Advisors, Inc. to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Voya assumes liability for all claims in excess of this amount, and \$3,423,955.00 maximum city liability of total claims combined (aggregate stop loss limit), Voya assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$106.31 per member per month for individual stop loss insurance, this is an increase of 21.36% from last year; and \$5.94 per member per month for aggregate stop loss insurance, which is a decrease of 13.5% from last year. The producer/agent of record where monthly premium payments will be made is Stealth Partner Group.

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 Mayor to execute a Stop Loss Agreement and any other documents related to such with Voya Financial Services, Inc. for stop loss and aggregate insurance coverage.

Attachments:

1. MO health ins-stop loss coverage – Voya- 2024
2. VOYA Proposal_City of Paducah-01-01-2024-Renewal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE, AUTHORIZING AN AGREEMENT WITH VOYA FINANCIAL ADVISORS, INC., FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2024 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah accepts the rates offered through Voya Financial Advisors, Inc., for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2024. The stop loss rates are as follows:

- 1) Individual Stop Loss - \$175,000 maximum City liability per person with a monthly rate of \$106.31 per member; and
- 2) Aggregate Stop Loss - \$3,423.955 maximum City liability of total claims combined with a monthly rate of \$5.94 per member. Voya assumes liability for all claims in excess of the aggregate total up to \$1,000,000.

SECTION 2. The Mayor is hereby authorized to execute all documents relating to stop loss insurance coverage as authorized in Sections 1 above.

SECTION 3. The producer/agent of record where monthly premium payments will be made is Stealth Partner Group.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo.health ins-stop loss coverage – Voya- 2024

Stop Loss Insurance Renewal Offer

Voya Employee Benefits

Prepared for:
City of Paducah

Effective Date
01/01/2024

Policy Number
733059

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Stop Loss Proposal for City of Paducah

Individual Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2023	January 1, 2024	January 1, 2024
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		\$ 175,000	\$ 175,000	\$ 200,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Rate Cap		50.00 %	50.00 %	50.00 %
Individual Advanced Funding		Included	Included	Included
Plan Mirroring Coordination		Included	Included	Included
Coverage Description	Enrollment			
Composite	302	\$ 87.60	\$ 106.31	\$ 88.71
Cost				
Estimated Monthly Costs		\$ 26,455	\$ 32,106	\$ 26,790
Estimated Annual Costs		\$ 317,462	\$ 385,267	\$ 321,485
% Change from Current			21.36%	1.27%

Aggregate Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2023	January 1, 2024	January 1, 2024
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		\$ 175,000	\$ 175,000	\$ 200,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after
Rates Include Commissions of:		None	None	None
Coverage Description	Enrollment			
Composite	302	\$ 6.87	\$ 5.94	\$ 6.56
Monthly Aggregate Corridor*				
PEPM	302	\$ 805.97	\$ 944.80	\$ 961.28
Aggregate Deductible		\$ 2,920,835	\$ 3,423,955	\$ 3,483,679
Minimum Annual Aggregate Deductible		\$ 2,482,710	\$ 2,910,362	\$ 2,961,127
Select Acceptance Choice			☒	☐

*Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.

Individual Excess Risk Insurance

Plan Description		Renewal Option 3
Plan Effective Date		January 1, 2024
Coverages		Medical, Rx
Individual Deductible		\$ 225,000
Policy Year Maximum		Unlimited
Lifetime Maximum		Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after
Benefit Percentage		100%
Rates Include Commissions of:		None
Endorsements		
Renewal Rate Cap		50.00 %
Individual Advanced Funding		Included
Plan Mirroring Coordination		Included
Coverage Description	Enrollment	
Composite	302	\$ 76.55
Cost		
Estimated Monthly Costs		\$ 23,118
Estimated Annual Costs		\$ 277,417
% Change from Current		-12.61%

Aggregate Excess Risk Insurance

Plan Description		Renewal Option 3
Plan Effective Date		January 1, 2024
Coverages		Medical, Rx
Aggregate Adjustment Corridor		125 %
Individual Deductible		\$ 225,000
Maximum Annual Reimbursement		\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after
Rates Include Commissions of:		None
Coverage Description	Enrollment	
Composite	302	\$ 7.10
Monthly Aggregate Corridor*		
PEPM	302	\$ 974.69
Aggregate Deductible		\$ 3,532,277
Minimum Annual Aggregate Deductible		\$ 3,002,435
Select Acceptance Choice		☐

**Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.*

Stop Loss Proposal for City of Paducah

Account Assumptions

Renewal As Of Date	September 29, 2023
Renewal Good Through	October 18, 2023
Situs State	Kentucky
Claim Administrator	Anthem Blue Cross Blue Shield (KY)
Network	2024-01 BlueCross BlueShield (State)

Additional Contract Specifications:

- No fully insured lives are covered.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- There is no coverage for retirees.
- We reserve the right to (i) recalculate Monthly Aggregate Factor(s) [if applicable] and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Renewal Rate Cap Endorsement guarantees your subsequent year's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser free renewal).

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.

Authorized Signature

Date

City of Paducah

01/01/2024

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2013 (may vary by state). Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

Components of medical trend include:

Plan Design

Technology

Network

Utilization Patterns

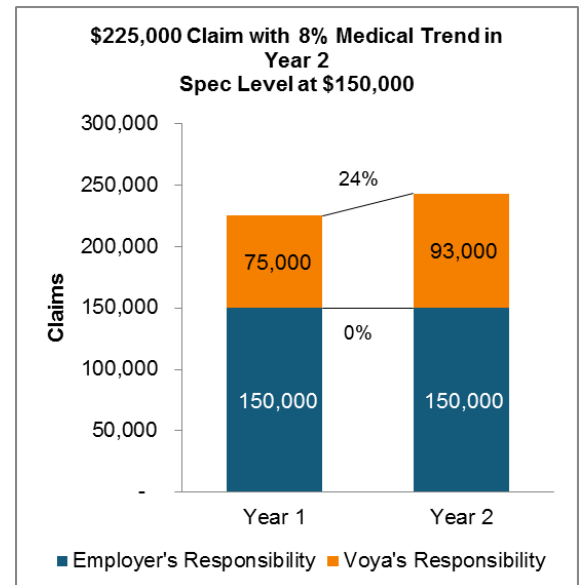
Demographics

Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a \$150,000 individual stop loss deductible. If there is an individual claim of \$225,000, the first \$150,000 is the employer's responsibility and the remaining \$75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been \$225,000 in Year 1 now costs \$243,000. If the deductible doesn't change, the first \$150,000 is the employer's responsibility and the remaining \$93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve Long-term Disability Insurance with Mutual of Omaha effective January 1, 2024 - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Peel &
Holland

Background Information: The City would like to provide Long-Term Disability (LTD) insurance coverage through Mutual of Omaha for all full-time employees. We have a generous sick policy that covers employees for roughly six months if they are maxed out on their sick time accrual. If the disability/injury continues beyond that timeframe, income protection becomes an issue for them. This policy would provide 60% of wages in long-term instances and cover them for a 2-year period. The estimated annual premium is \$22,000.

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 and sign the application to offer long-term disability insurance through Mutual of Omaha.

Attachments:

1. MO - Long Term disability Insurance - Mutual of Omaha - 2024
2. MOO Guide_City of Paducah
3. MOO Master Application_City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING A LONG-TERM DISABILITY INSURANCE PLAN WITH MUTUAL OF OMAHA EFFECTIVE JANUARY 1, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah hereby accepts and approves the Insurance Proposal with Mutual of Omaha Insurance Company for Long-Term Disability for the employees of the City of Paducah and authorizes the Mayor to execute all documents related to same.

SECTION 2. This policy will provide 60% of wages in long-term instances and cover employees for a two-year period.

SECTION 3. This expenditure will be charged to various accounts.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023

Recorded by Lindsay Parish, City Clerk, October 10, 2023

\\mo\Long Term Disability Insurance Mutual of Omaha 2024

New Customer Verification Guide

Presented To:

City of Paducah

Getting Started



Thank you for choosing Mutual of Omaha for your Group Insurance needs. The New Customer Verification Guide ("Guide") is key to administering your plan effectively and efficiently. To ensure a smooth implementation, complete and sign the applicable section within the Guide.

STEP 1: Review the Group Insurance proposal and complete the sections within the Guide.

Guide	Description	Completed
Group Insurance Proposal	Applicant and Producer verify sold plan design and rates.	☐
Acceptance of Terms and Conditions	Applicant signature is required.	☐
Group Insurance Application	Applicant signature is required. • Must be signed prior to the proposed effective date	☐
Policy Administration		☐
Contact Information	Premium/Billing, Claims, Administration, and Renewal	
Billing Information	Billing type, format and location	
Eligibility Information	Class description and employee waiting periods	
Earnings Definition	Earnings definition, premium contributions, and ERISA	
Withholding and Tax Reporting	Required for Disability, Accident and Critical Illness coverage	

STEP 2: Return the completed and signed Guide to the Mutual of Omaha representative listed below at least 15 days prior to the requested effective date.

Additional Items Required		Included
Employee Census and Enrollment	• Census in Excel format (preferred method) • Employee enrollment forms, electronic or hard copy • Evidence of Insurability or Application forms • Applicant retains copy of enrollment material	☐
Replacing Prior Insurance Plan	☐ Yes ☒ No	
Prior Carrier Billing statement	Required if transferring coverage from another carrier	☐
Prior Carrier certificate booklet	Required if transferring coverage from another carrier	☒
Sample premium calculation spreadsheet	Required only for Self-administered groups	☐
Producer / Agent Use Only		
Producer Checklist	Producer identification and details	☐
Third Party Administrator Checklist	Required only if TPA is providing services	☐

If you have any questions, please contact your Mutual of Omaha representative.

Sales Representative	Chris Peck		
Sales Assistant	Dina Dolleris		
Email	Dina.Dolleris@mutualofomaha.com		
Phone & Fax	615/416-6472		

Group Office	Nashville		
Group Office Address	5409 Maryland Way		
Address 2	Suite 240		
City, State, Zip	Brentwood	TN	37027

Policy Administration

CONTACT INFORMATION

Applicant Information

Legal Name of Company	City of Paducah		
Doing Business As (DBA)			
Employer Identification Number (Tax ID Number)	61-6001891		
Legal Address of Company	300 S. 5th Street		
Address 2			
City, State, Zip	Paducah	KY	42003
Corporate Structure	☐ C-Corp ☐ S-Corp ☐ LLC ☐ Partnership ☒ Other:		



Please identify the controlling owners/partners on the census/enrollment:

- If you are applying for Short Term or Long Term Disability and
- If your corporate structure is an S-Corp, a Partnership or a LLC and
- The premium is fully paid for by the employer

Primary Contact

Contact For:

- ☒ Premium/Billing
☒ Claims
☒ Administration
☒ Renewal Census
 (Self-administered only)
☐ EOI

Contact Name	Stefanie Wilcox		
Address (if different than above)			
Address 2			
City, State, Zip			
Contact Phone & Fax	270-444-1354		
Contact Email	swilcox@paducahky.gov		
If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:			
Should this contact have access to: Online Billing and Reporting ☒ Yes ☐ No Online Eligibility Maintenance (List Billed customers only) ☐ Yes ☐ No			

Additional Contact

Contact Name	McKenzie Huskey
Address (if different than above)	

Contact For:

- ☒ Premium/Billing
- ☒ Claims
- ☒ Administration
- ☒ Renewal Census
(Self-administered only)
- ☐ EOI

City, State, Zip			
Contact Phone & Fax	270-444-8540		
Contact Email	mhuskey@paducahky.gov		
If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:			
Should this contact have access to: Online Billing and Reporting ☒ Yes ☐ No Online Eligibility Maintenance (<i>List Billed customers only</i>) ☐ Yes ☐ No			

Policy Administration

BILLING INFORMATION

1. **Billing Assumptions:** All bills will be sent to the primary contact indicated in the Contact Information section above. Unless otherwise agreed to, or stated in the Group Insurance Proposal, billing statements will be issued on a monthly basis. Premium is due on the first day of the month. The group policy will include a premium grace period provision.

2. **Billing Type:**

Select the billing type you prefer*:

☐ List Bill (*mandatory for Dental, Vision and Groups under 50 covered employees*)

Are confirmation statements of Voluntary Term Life coverage necessary for each employee? ☐ Yes ☐ No

☒ Self – Administration Bill (*mandatory for Stand Alone AD&D, Stand Alone VAD&D, Business Travel*)

*Monthly in Advance is the ONLY billing frequency offered for all products except PFML.



We recommend that all groups under 200 covered employees be set up with the List Bill option that provides you with a monthly-itemized bill. This option provides you online access to the following:

- Enrollment Data Administration- Adds, Terminations and Changes
- Management Reports: Standard and On Demand formats
- Real-Time reporting access to Evidence of Insurability member status
- Administrative Invoice Verification Tool

3. **Enrollment Method** (*required for List Billing only*): Indicate what method your billing should be based on:

☒ Excel census ☐ Enrollment forms ☐ Both

Specify which method takes precedence in the event of conflicting information

☒ Excel census ☐ Enrollment forms

4. **Payroll Deduction Frequency:** Indicate payroll deduction frequency for any voluntary and/or contributory coverages: Select one option.

Monthly
(Standard)

☐

Weekly
(52/yr)

☐

Bi-Weekly
(26/yr)

☐

Semi-Monthly
(24/yr)

☒

9thly

☐

10thly

☐

13thly

☐

Specify first payroll date following the effective date (mm/dd/yyyy): January 5, 2024

5. **Billing Format:** If you have multiple locations, we can include a location name and number on your billing statement or send a separate bill to each location. Select the billing format you prefer:

☒ One bill for all locations/divisions sent to Primary Contact (Standard)

☐ One bill itemized by location/division codes sent to Primary Contact (*available for List Billed customers only*)

☐ One bill for each location/division sent to the applicable location contacts:

Additional Billing Location

Location Name & Number			
Contact Name			
Billing Address			
City, State, Zip			
Contact Phone & Fax			
Contact Email			
Should this contact have access to:			
Online Billing and Reporting ☐ Yes ☐ No			
Online Eligibility Maintenance (<i>List Billed customers only</i>) ☐ Yes ☐ No			

For additional locations, provide information on a separate sheet of paper.



Policy Administration

ELIGIBILITY INFORMATION

Unless otherwise noted in the Group Insurance Proposal, the policy will be issued with the following provisions.

- Eligibility Rules:** A clear definition of eligibility rules by class is necessary to properly administer your plan. Complete the table below to clarify whether or not any classes have varying eligibility criteria by product (*include all variations*). If eligibility does not vary by class or product, only complete the first row of the below chart.

- Class Description – How the employees class should be described in the policy
- Minimum Hours – Minimum number of hours an employee must work to be eligible for coverage
- Waiting Period – Days, months, years an employee must be employed full-time before becoming eligible for coverage
- Effective Date – Day on which coverage begins after employees satisfy the waiting period
- Termination Date – Day on which coverage terminates once an employee is no longer eligible

MINIMUM HOURS	COVERAGE WAITING PERIOD	COVERAGE EFFECTIVE DATE	REHIRE EFFECTIVE DATE	COVERAGE TERMINATION DATE	APPLIES TO WHICH PRODUCTS
Class Description:					
All Eligible Active Employees, Excluding Elected Officials					
30 Hours ☒ Week ☐ Month ☐ Quarter ☐ Year	30 Days ☐ Months ☐ Years WAITING PERIOD CREDIT: ☐ Part-time ☐ Temporary ☐ Seasonal	☐ on the day ¹ ☒ first day of month coinciding with policy ² ☐ first day of month following ³	☐ on the day ¹ ☐ first day of month coinciding with policy ² ☒ first day of month following ³	☒ on the day- (Required for disability) ☐ last day of month (Required for critical illness) (Required for accident)	☐ Life ☐ STD ☒ LTD ☐ Dental ☐ Crit Illness ☐ Accident ☐ Hospital Indemnity ☐ Stand Alone AD&D ☐ Stand Alone VAD&D ☐ Vision ☐ Vol. Life ☐ Vol. STD ☐ Vol. LTD ☐ Vol. Dental ☐ Vol. Crit Ill ☐ Vol. Acc ☐ Vol. Hosp. Indem. ☐ Busn Travel ☐ Vol. Vision
Class Description:					
Hours ☐ Week ☐ Month ☐ Quarter ☐ Year	☐ Days ☐ Months ☐ Years WAITING PERIOD CREDIT: ☐ Part-time ☐ Temporary ☐ Seasonal	☐ on the day ¹ ☐ first day of month coinciding with policy ² ☐ first day of month following ³	☐ on the day ¹ ☐ first day of month coinciding with policy ² ☐ first day of month following ³	☐ on the day- (Required for disability) ☐ last day of month (Required for critical illness) (Required for accident)	☐ Life ☐ STD ☐ LTD ☐ Dental ☐ Crit Illness ☐ Accident ☐ Hospital Indemnity ☐ Stand Alone AD&D ☐ Stand Alone VAD&D ☐ Vision ☐ Vol. Life ☐ Vol. STD ☐ Vol. LTD ☐ Vol. Dental ☐ Vol. Crit Ill ☐ Vol. Acc ☐ Vol. Hosp. Indem. ☐ Busn Travel ☐ Vol. Vision
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Hours ☐ Week ☐ Month ☐ Quarter ☐ Year	☐ Days ☐ Months ☐ Years WAITING PERIOD CREDIT: ☐ Part-time ☐ Temporary ☐ Seasonal	☐ on the day ¹ ☐ first day of month coinciding with policy ² ☐ first day of month following ³	☐ on the day ¹ ☐ first day of month coinciding with policy ² ☐ first day of month following ³	☐ on the day- (Required for disability) ☐ last day of month (Required for critical illness) (Required for accident)	☐ Life ☐ STD ☐ LTD ☐ Dental ☐ Crit Illness ☐ Accident ☐ Hospital Indemnity ☐ Stand Alone AD&D ☐ Stand Alone VAD&D ☐ Vision ☐ Vol. Life ☐ Vol. STD ☐ Vol. LTD ☐ Vol. Dental ☐ Vol. Crit Ill ☐ Vol. Acc ☐ Vol. Hosp. Indem. ☐ Busn Travel ☐ Vol. Vision

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Note: All of the following examples assume a standard enrollment period of 31 days.

¹ **"on the day"** means insurance is effective on the day after satisfaction of the waiting period (if applicable), or on the day the enrollment form is signed (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on April 15.
- Contributory Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form on or before May 16 would begin on the day the form is signed.

² **"first day of month coinciding with policy"** means insurance is effective on the first day of the month that coincides or follows satisfaction of the waiting period (if applicable), or on the *first day of the month coinciding with or following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1. Insurance for an employee with a hire date of May 1 would also begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. Insurance for an employee with a hire date of May 1 that signs form on May 1 would begin on May 1. For either hire date, if the form is signed after May 1 but on or before May 16, insurance would begin on June 1.

³ **"first day of month following"** means insurance is effective on the first day of the month that follows satisfaction of the waiting period (if applicable), or on the *first day of the month following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. If the form is signed on or after May 1 but on or before May 16, insurance would begin on June 1.

2. Eligibility Assumptions

a. Rehire/Reinstatement

- The Policyholder can elect to include a rehire/reinstatement provision in their coverage.
- The standard rehire/reinstatement period for Layoff and Leave of Absence for employer groups is 90 days for life, disability, critical illness, accident, hospital indemnity, vision and dental coverages (basic and voluntary).
 - Rehire/reinstatement for Leave of Absence is **not available** for non-employer groups.

b. Continuation of Coverage

- The Policyholder can elect to include a continuation provision in their coverage.
- For Life and Hospital Indemnity coverage, the standard Continuation period of Temporary Layoff, Furlough or Personal Leave is 12 weeks.
- For Accident and Critical Illness coverages, the standard Continuation period of Temporary Layoff or Personal Leave is 12 weeks.
- For Disability coverages, Continuation for Temporary Layoff, Furlough or Personal Leave is not standardly included.
- For Dental and Vision coverage, the standard Continuation is until the end of the month.
- Continuation is **not available** for non-employer groups.

NOTE: Changes from standard may affect premium rates. Contact your Implementation Manager for Information.

3. **Domestic Partner:** Are Domestic Partners covered? ☐ Yes ☒ No

4. Enrollment: Long Term Disability

Insurance may only be selected or increased through completion of the Evidence of Insurability health underwriting process for the participant(s), except for new participant(s) or those experiencing a life event according to the policy.

Policy Administration

EARNINGS DEFINITION

Insurable earnings: All employees' insurable earnings must be clearly defined so that premiums and claim payments are correctly calculated. Specify Class Description and Definition of Earnings for each class of employees.

☐ Check this box if the Earnings Definition applies to all Class Descriptions and only complete Class 1.

	Class 1		Class 2		Class 3	
Class Description	All Eligible Employees					
Current Calendar Year ¹	☒		☐		☐	
Overtime	☐		☐		☐	
Differentials	☐		☐		☐	
Other Extra Compensation	☐		☐		☐	
Commissions	☐	Number of Months Averaged ☐ 12 ☐ 24 ☐ 36	☐	Number of Months Averaged ☐ 12 ☐ 24 ☐ 36	☐	Number of Months Averaged ☐ 12 ☐ 24 ☐ 36
Bonuses ²	☐		☐		☐	
Prior Year W-2 ³	☐		☐		☐	
Prior Calendar Year Average Earnings	☐		☐		☐	

¹Earnings will be determined on the last day worked. Salary shall not exceed payroll records or premium paid.

²Additional approval may be necessary

³Bonuses, Commissions and Overtime are included

If the Earnings Definition you select here is different from what is shown on the Sold Proposal or if you do not see the Earnings Definition you want, please contact your Implementation Manager.

PREMIUM CONTRIBUTIONS

Key

- A. **Non-Contributory** - 100% EmployER funded.
- B. **Contributory** - EmployER & EmployEE funded.
- C. **Voluntary** - 100% EmployEE funded with post-tax dollars. The EmployER is not grossing up employee wages or indirectly funding the program.
- D. **Gross-Up** - 100% EmployEE funded with post-tax dollars. The EmployER grosses up the employee wages.
- E. **Tax Choice (IRS Revenue Ruling 2004-55)** - 100% EmployER funded. EmployEEs are offered the choice of whether to have the premium included in their taxable income.
- F. **Core / Buy-Up** - Core plan is fully funded by the EmployER. The Buy-Up plan is fully funded by the EmployEE.
- G. **Section 125** - EmployEE or EmployER funded.

Please take a minute to review the Group Insurance Proposal and verify the proposed plan's premium contributions and participation levels are accurate.

1. For Contributory coverage, indicate the percentage of premium paid by both the EmployER and EmployEE.

	ER %	EE %	Pre-Tax Post-Tax	Section 125 Plan
Life (EE)				☐ Yes
Life (DEP)				☐ Yes
LTD	100%		Pre-Tax	☐ Yes
STD				☐ Yes
Dental (EE)				☐ Yes
Dental (DEP)				☐ Yes
CI (EE/CH)				☐ Yes
CI (SP)				☐ Yes
Accident				☐ Yes
HI (EE)				☐ Yes
HI (DEP)				☐ Yes
Standalone AD&D				☐ Yes
Vision (EE)				☐ Yes
Vision (DEP)				☐ Yes
PFML*				n/a
MA PFL				n/a
MA PML				n/a

*This line item will be used for states that combine PFL and PML into PFML as one plan.

If any benefits are offered under a Section 125 plan, please indicate your subsequent enrollment period (mm/dd): _____

2. If Disability coverage is being applied for, it is important to know how premiums are funded as this will affect the tax treatment of benefit payments. Please select how Disability premiums will be funded.

Type (See Above Key)	Contribution	STD	LTD
A. Non-Contributory	100% Employ <u>ER</u>	☐ Yes	☒ Yes
B. Contributory	Employ <u>ER</u> / Employ <u>EE</u>	☐ Yes	☐ Yes
C. Voluntary	100% Employ <u>EE</u>	☐ Yes	☐ Yes
D. Gross-Up	100% Employ <u>EE</u>	☐ Yes	☐ Yes
E. Tax-Choice	Employ <u>ER</u>	☐ Yes	☐ Yes
F. Core / Buy-Up	Employ <u>ER</u> / Employ <u>EE</u>	☐ Yes	☐ Yes
G. Section 125	Employ <u>ER</u> / Employ <u>EE</u>	☐ Yes	☐ Yes

POLICY INFORMATION

Active at work requirement: Unless expressly agreed in advance by Mutual of Omaha, we will issue our standard and approved policy language.

An employee must meet an Active Work requirement to become insured. Will all proposed insureds meet the Active Work requirement?

Yes ☒ All employees listed on the census or any form of enrollment we are providing to you are actively working.

No ☐ Not all employees are actively working.

If No please provide a separate listing of employees and their date of birth who will be excluded from the billing statement. Unless otherwise approved by us, the listed employees will not be covered until the return to active work.

For Life, Dental, Vision, Accident, Critical Illness, and Hospital Indemnity coverage, if employees are not “actively at work”, continuity of coverage options may apply. Employees who will not meet the Active Work requirement, or who are not eligible under Mutual of Omaha’s continuity of coverage provisions, will be covered once they return to active work and will be added to the billing statement at that time.

Continuity of Coverage Information:

If the Mutual of Omaha policy replaces a prior plan that contained a provision allowing for continuation of coverage, the Mutual of Omaha policy will provide coverage subject to all of the conditions below for an employee who:

- was insured under a continuation of coverage provision under the prior plan on the day prior to the Mutual of Omaha policy effective date
- is otherwise eligible under the Mutual of Omaha policy, but is not actively working on the policy’s effective date due to injury or sickness or a leave of absence under federal or state law that allows for continuation of insurance
- is not eligible for benefits or continuation of insurance under any provision of the prior plan (i.e. waiver of premium, conversion, portability)
- is not a retired employee (unless the policy provides coverage for retired employees)
- **is not totally disabled** on the Mutual of Omaha policy’s effective date (applies to continuity of **Life** coverage only)

PLEASE NOTE:

- Insurance is subject to uninterrupted payment of premium to us when due.
- Collection of premium does not guarantee payment of a claim. For **Life** claims, if it is determined at the time of claim that the insured was totally disabled as of the policy effective date, the claim will not be paid.
- **For Life coverage**, if the insured has not returned to active work with the Policyholder by the end of the Continuity of Coverage provision, the Policyholder is responsible for providing the insured with conversion rights within 31 days of coverage ending.

For Disability coverage, employees who will not meet the Active Work requirement will be covered once they return to active work.

Extraterritorial States

The states listed below have enacted legislation that requires insurers to provide specific coverage for people residing in their states. If you have employees residing in any of these states, please select the states that would apply.

- | | | | |
|---|--|--|---|
| ☐ APO/FPO Americas | ☐ Foreign | ☐ Mississippi | ☐ Pennsylvania |
| ☐ APO/FPO Europe | ☐ Georgia | ☐ Missouri | ☐ Puerto Rico |
| ☐ APO/FPO Pacific | ☐ Guam | ☐ Montana | ☐ Rhode Island |
| ☐ Alabama | ☐ Hawaii | ☐ N Mariana Islands | ☐ South Carolina |
| ☐ Alaska | ☐ Idaho | ☐ Nebraska | ☐ South Dakota |
| ☐ American Samoa | ☒ Illinois | ☐ Nevada | ☐ Tennessee |
| ☐ Arizona | ☐ Indiana | ☐ New Hampshire | ☐ Texas |
| ☐ Arkansas | ☐ Iowa | ☐ New Jersey | ☐ Utah |
| ☐ BR Virgin Isl | ☐ Kansas | ☐ New Mexico | ☐ Vermont |
| ☐ CANAL Zone | ☒ Kentucky | ☐ New York | ☐ Virgin Islands |
| ☐ California | ☐ Louisiana | ☐ North Carolina | ☐ Virginia |
| ☐ Colorado | ☐ Maine | ☐ North Dakota | ☐ Washington |
| ☐ Connecticut | ☐ Marshall Islands | ☐ Ohio | ☐ West Virginia |
| ☐ Delaware | ☐ Maryland | ☐ Oklahoma | ☐ Wisconsin |
| ☐ District of Columbia | ☐ Massachusetts | ☐ Oregon | ☐ Wyoming |
| ☐ Fed St of Micronesia | ☐ Michigan | ☐ Palau | |
| ☐ Florida | ☐ Minnesota | ☐ Panama | |

For Accident, Critical Illness, Hospital Indemnity and Disability coverage only: If you selected "New Mexico" above, do you have 101 or more employees residing there? ☐ Yes ☐ No

Please let us know if the number of New Mexico employees changes at any time throughout the calendar year so that all applicable state mandates can be accommodated at the time of renewal.

ERISA

Employee Retirement Income Security Act of 1974 (ERISA) is the federal law that sets minimum standards for most employer-sponsored benefits plans. For more information on ERISA, visit the U.S. Department of Labor (DOL) website at <https://www.dol.gov/dol/topic/health-plans/erisa.htm>.

1. Are your benefit plan(s) subject to ERISA?
Nearly 90% of our clients are ERISA plans. Corporations, partnerships, sole proprietorships, and non-profit organizations are covered, **but governmental employers and churches are not**, and are exempt from the application of ERISA.
☐ Yes ☒ No

If yes, you must complete numbers 2-4 on this page.

2. Provide the ERISA plan administrator contact information below. This person is employed at your company and will receive information for annual reporting to the DOL.

Name	
Email Address	
Mailing Address	
Phone	

3. In the boxes below, please provide the three-digit Plan Number (beginning with a '5'), Plan Year and type of coverage. This information can be found on your welfare benefit plan Form 5500.

Plan Number	5	5	5	5	5	5
Plan Anniversary (mm/dd)	/	/	/	/	/	/
Type of Coverage						

Summary Plan Document (SPD) materials include ERISA plan numbers and anniversary dates. Plan anniversary dates also indicate when you need information for your annual 5500 Schedule A DOL filing.

4. Would you like your ERISA information included in your Certificate booklet(s)?

This relates to ERISA SPD requirements.

☐ Yes ☒ No

Note: The employer is ultimately responsible under ERISA for the benefits it agrees to provide its employees.

Policy Administration

W-2 AND FICA TAX REPORTING SERVICES (LTD)

- Employee:** Mutual of Omaha will withhold the employee portion of any (a) federal income tax; and (b) applicable Federal Insurance Contributions Act (FICA) tax. Mutual of Omaha will deposit withheld amounts with the IRS and will provide you with monthly reports that show the gross benefit paid and taxes withheld for each claimant.
- Federal Insurance Contributions ACT (FICA):**
Accountability for W-2 preparation and payment of the employer's portion of FICA in the event of a disability claim is outlined in the 'ADDITIONAL BENEFITS' section of your Group Insurance Proposal. This is the option you have selected:

Mutual of Omaha to prepare W-2 and pay employer's share of FICA tax without reimbursement - This option is intended to reduce the administrative burden associated with FICA handling. Your share of the FICA tax will be included in your premium rate, and you will not be billed separately. We will provide you a monthly report reflecting gross benefits paid and taxes withheld for each beneficiary. (LTD)
- For Other Taxes:** You will determine and deposit with appropriate agencies the applicable amount of federal and state unemployment taxes, including FUTA taxes, state disability insurance taxes, state or local occupations taxes, workers' compensation taxes and other taxes applicable to STD, PML, and/or LTD benefits. You will timely submit Form 940 or Form 940EZ to the IRS, using your name, address and EIN. You will be responsible for any federal, state and local tax obligations not set forth as Mutual's obligations herein, including, with limitation, reporting, disclosure, deposit and payment of taxes.
- Contact Information:** If Premium Billing Primary Contact is also your contact for the tax reporting, check this box ☒
Otherwise, please specify your Contact:

Contact Name			
Address			
City, State, Zip			
Phone & Fax			
Email			

List any additional location to which tax reporting information should be sent:

Location Name & Number		
Contact Name		
Address		
City, State, Zip		
Phone & Fax		
Email		

Provide the above information for any additional contacts or locations on a separate attachment.

Policy Administration

ACCEPTANCE OF TERMS AND CONDITIONS

I confirm that I have reviewed and completed all appropriate sections of the Group Insurance Application and the Policy Administration document included in this Guide.

I agree to and accept the terms and conditions of the Group Insurance Proposal, the Group Insurance Application, and eligibility, benefit, cost details and other information provided in this Guide.

Company Name: City of Paducah

Printed name of Authorized Company Representative: _____

Signature of Authorized Company Representative: _____

Title: _____ Date: _____

An implementation call will take place during the setup of your new coverage. Who should be contacted in this call?

☒ Primary Contact ☐ Producer ☐ Other

Name: Stefanie Wilcox

Phone: 270-444-1354

Group Insurance Application

United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza • Omaha, NE 68175



APPLICANT INFORMATION

Applicant (Full Legal Name) City of Paducah

Address 300 S. 5th Street

City Paducah

State KY

ZIP 42003

REQUESTED EFFECTIVE DATE

Insert Date on this Line 01-01-2024

If this application is approved, insurance will become effective on the requested effective date, unless United of Omaha Life Insurance Company sends written notice of a different effective date.

Coverage(s) being applied for	GROUP (Contributory / Non-Contributory)	GROUP VOLUNTARY (100% Employee Paid)
Life	☐	☐
Life / AD&D	☐	☐
Short Term Disability	☐	☐
Long Term Disability	☒	☐
Dental	☐	☐
Vision	☐	☐
Critical Illness	☐	☐
Hospital Indemnity	☐	☐
Accident	☐	☐

REQUIRED FRAUD WARNING

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

ACKNOWLEDGEMENT AND SIGNATURE

All statements in this application and any claims experience data provided to United of Omaha Life Insurance Company are true and complete and will be relied upon by United of Omaha Life Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from United of Omaha Life Insurance Company, are the basis for any policy issued by United of Omaha Life Insurance Company. All statements shall be deemed representations and not warranties. Any misrepresentations, omissions or incorrect statements or data deemed to be fraudulent or material to the risk assumed by United of Omaha Life Insurance Company may void this application and any issued policy as of the effective date.

If an authorized representative at United of Omaha Life Insurance Company's Home Office does not approve this application, no insurance is in effect at any time and any advance payment received will be returned.

Applicant Signature

Name

Location/State

Title

Date

Broker Signature

Name

License #

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Colonial Life Employee Voluntary Benefits - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: Human Resources is recommending we move our voluntary life insurance products to Colonial Life from AFLAC. The voluntary products that we would like to offer employees are the Short-Term Disability, Accident Plan, Cancer Protection, Group Critical Illness, and Individual Medical Bridge policies. All of these same policies are currently being offered through AFLAC. By making this change, employees will have access to better policy benefits and, in the majority of situations, at a better price. Colonial is also a carrier that feeds into our benefit administration system, allowing for more streamlined enrollment and easier bill reconciliation.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To open an account with Colonial Life and offer voluntary products comparable to current offerings at a reduced cost for employees.

Attachments:

1. MO Colonial Life Employee Voluntary Benefits 2023
2. 2024 Colonial Participation Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PARTICIPATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY WITH COLONIAL LIFE FOR SHORT-TERM DISABILITY, ACCIDENT PLAN, CANCER PROTECTION, GROUP CRITICAL ILLNESS, AND INDIVIDUAL MEDICAL BRIDGE BENEFITS FOR EMPLOYEES OF THE CITY OF PADUCAH

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

SECTION 1. That the City of Paducah authorizes the Mayor to execute a Participation Agreement and all other documents necessary with Colonial Life for the following products offered to the employees of the City of Paducah:

- Short-Term Disability
- Accident Plan
- Cancer Protection
- Group Critical Illness
- Medical Bridge policy

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023

Recorded by Lindsay Parish, City Clerk, October 10, 2023

\\mo\Colonial Life Employee Voluntary Benefits 2023

Agenda Action Form Paducah City Commission

Meeting Date: October 10, 2023

Short Title: A MUNICIPAL ORDER REPEALING AND REPLACING MUNICIPAL ORDERS 2726, 2727, AND 2728, AND APPROVING PADUCAH WATER'S ACCEPTANCE OF CLEANER WATER PROGRAM GRANT AWARDS AND GRANT ASSISTANCE AGREEMENTS WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY FOR THREE (3) FACILITY PROJECTS

Staff Work By: Daron Jordan, City Manager

Presentation By: Jason Petersen, General Manager of Paducah Water

Background Information:

Paducah Water has received three (3) grant awards totally over \$1.6 million from the Kentucky Infrastructure Authority (the "Authority") under the Cleaner Water Program for the improvement of certain facilities within the Paducah Water's water system. The improvements include painting and mixing the I-24 and US Highway 60 water tanks, air stripping, and hydraulic model update in West McCracken County.

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

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

These projects and grant awards were previously approved by the Commission in April of this year. However, because Paducah Water's resolutions had been executed out of sequence (in an effort to expedite the process), the Kentucky Infrastructure Authority has requested that the Municipal Orders be executed again and resubmitted before funds will be made available. The only revision from the former April submittal is language to repeal and replace the former Municipal Orders 2726, 2727, and 2728.

Goal: ☐ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Staff Recommendation:

To approve the terms and conditions of the Grant Assistance Agreements with Kentucky

Infrastructure Authority and authorizing the execution of the agreements and supporting documents by the General Manager of Paducah Water.

Attachments: Grant Assistance Agreements, Proposed Municipal Orders and Resolutions of the Commissioners of the Water Work approving the agreements and their execution.

Department Head	City Clerk	City Manager
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248452

MUNICIPAL ORDER NO. 2023-_____

**A MUNICIPAL ORDER REPEALING AND REPLACING
MUNICIPAL ORDER NO. 2728 AND APPROVING AND
AUTHORIZING THE BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS TO ACCEPT THE CLEANER
WATER PROGRAM GRANT AWARD AND ENTER INTO THE
GRANT ASSISTANCE AGREEMENT WITH THE KENTUCKY
INFRASTRUCTURE AUTHORITY IN CONNECTION WITH
THE HYDRAULIC MODEL UPDATE PROJECT IN WEST
MCRACKEN COUNTY**

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

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

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

WHEREAS, in order for the Grantee to complete the Project and obtain grant award, the Kentucky Infrastructure Authority has asked the City of Paducah, because many of the assets used and owned by the Grantee are titled in the name of the City of Paducah, to approve the Project and the Grantee’s acceptance of the grant award and the Agreement, which were approved by the Board of Commissioners of Paducah Water Works at its August 30, 2023 meeting, a copy is attached hereto as Exhibit A; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED as follows

SECTION 1. The City of Paducah hereby repeals Municipal Order No. 2728.

SECTION 2. The City of Paducah hereby approves of the Project.

SECTION 3. The City approves the Grantee's acceptance of the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 4. That Jason Petersen, the Grantee's General Manager, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 5. The City approves the Grantee's agreement and commitments to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 6. That this Order shall be in full force and effect on and after the date approved by the Board of Commissioners of the City of Paducah, Kentucky.

ADOPTED on _____, 2023.

GEORGE BRAY, MAYOR

ATTEST:

City Clerk, Lindsay Parish

Introduced and adopted by the Board of Commissioners, _____, 2023

Recorded by City Clerk, _____, 2023

MO\ REPEALING AND REPLACING CITY MUNICIPAL ORDER RE KIA FUNDS FOR
HYDRAULIC MODEL UPDATE (00248452x9D931)

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of , and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said City of Paducah at a meeting duly held on _____, 2023; and that this official action appears as a matter of public record in the official records or journal of the City of Paducah; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 2023.

Lindsay Parish, City Clerk

EXHIBIT A

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

SEE ATTACHMENT

248170

RESOLUTION

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PADUCAH WATER WORKS ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE BOARD OF COMMISSIONER'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS IN CONNECTION WITH THE HYDRAULIC MODEL UPDATE PROJECT IN WEST MCRACKEN COUNTY

The following resolution was adopted by the Board of Commissioners of Paducah Water Works at its regularly scheduled meeting located at the offices of the Paducah Water on the 30 day of August, 2023, at which meeting a quorum of the members of the Board was present:

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

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

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

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

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

SECTION 2. That Jason Petersen, Grantee's General Manager, is hereby designated to

be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

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

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

SECTION 5. That this resolution shall take effect at the earliest time provided by law and shall supersede, repeal, and replace the prior resolution of the Board involving Grant # 22CWW262 adopted on February 22, 2023.

ADOPTED on August 30, 2023.

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

By W. Edward Barker
W. Edward Barker, Chair

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on August 30, 2023; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on August 30, 2023.

[Signature]
Secretary

Agenda Action Form Paducah City Commission

Meeting Date: October 10, 2023

Short Title: A MUNICIPAL ORDER REPEALING AND REPLACING MUNICIPAL ORDERS 2726, 2727, AND 2728, AND APPROVING PADUCAH WATER'S ACCEPTANCE OF CLEANER WATER PROGRAM GRANT AWARDS AND GRANT ASSISTANCE AGREEMENTS WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY FOR THREE (3) FACILITY PROJECTS

Staff Work By: Daron Jordan, City Manager

Presentation By: Jason Petersen, General Manager of Paducah Water

Background Information:

Paducah Water has received three (3) grant awards totally over \$1.6 million from the Kentucky Infrastructure Authority (the "Authority") under the Cleaner Water Program for the improvement of certain facilities within the Paducah Water's water system. The improvements include painting and mixing the I-24 and US Highway 60 water tanks, air stripping, and hydraulic model update in West McCracken County.

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

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

These projects and grant awards were previously approved by the Commission in April of this year. However, because Paducah Water's resolutions had been executed out of sequence (in an effort to expedite the process), the Kentucky Infrastructure Authority has requested that the Municipal Orders be executed again and resubmitted before funds will be made available. The only revision from the former April submittal is language to repeal and replace the former Municipal Orders 2726, 2727, and 2728.

Goal: ☐ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Staff Recommendation:

To approve the terms and conditions of the Grant Assistance Agreements with Kentucky

Infrastructure Authority and authorizing the execution of the agreements and supporting documents by the General Manager of Paducah Water.

Attachments: Grant Assistance Agreements, Proposed Municipal Orders and Resolutions of the Commissioners of the Water Work approving the agreements and their execution.

Department Head	City Clerk	City Manager
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248445

MUNICIPAL ORDER NO. 2023-_____

**A MUNICIPAL ORDER REPEALING AND REPLACING
MUNICIPAL ORDER NO. 2726 AND APPROVING AND
AUTHORIZING THE BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS TO ACCEPT THE CLEANER
WATER PROGRAM GRANT AWARD AND ENTER INTO THE
GRANT ASSISTANCE AGREEMENT WITH THE KENTUCKY
INFRASTRUCTURE AUTHORITY IN CONNECTION WITH
THE TANK PAINTING AND MIXING PROJECT**

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

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

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

WHEREAS, in order for the Grantee to complete the Project and obtain grant award, the Kentucky Infrastructure Authority has asked the City of Paducah, because many of the assets used and owned by the Grantee are titled in the name of the City of Paducah, to approve the Project and the Grantee’s acceptance of the grant award and the Agreement, which were approved by the Board of Commissioners of Paducah Water Works at its August 30, 2023 meeting, a copy is attached hereto as Exhibit A; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED as follows

SECTION 1. The City of Paducah repeals Municipal Order No. 2726.

SECTION 2. The City of Paducah hereby approves of the Project.

SECTION 3. The City approves the Grantee's acceptance of the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 4. That Jason Petersen, the Grantee's General Manger, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 5. The City approves the Grantee's agreement and commitments to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 6. That this Order shall be in full force and effect on and after the date approved by the Board of Commissioners of the City of Paducah, Kentucky.

ADOPTED on _____, 2023.

GEORGE BRAY, MAYOR

ATTEST:

City Clerk, Lindsay Parish

Introduced and adopted by the Board of Commissioners, _____, 2023

Recorded by City Clerk, _____, 2023

MO\ REPEALING CITY MUNICIPAL ORDER RE KIA FUNDS FOR TANK PAINTING
(00248445x9D931)

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of , and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said City of Paducah at a meeting duly held on _____, 2023; and that this official action appears as a matter of public record in the official records or journal of the City of Paducah; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 2023.

Lindsay Parish, City Clerk

EXHIBIT A

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

SEE ATTACHMENT

248093

RESOLUTION

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

The following resolution was adopted by the Board of Commissioners of Paducah Water Works at its regularly scheduled meeting located at the offices of the Paducah Water on the 30 day of August, 2023, at which meeting a quorum of the members of the Board was present:

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

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

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

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

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

SECTION 2. That Jason Petersen, Grantee's General Manager, is hereby designated to

be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

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

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

SECTION 5. That this resolution shall take effect at the earliest time provided by law and shall supersede, repeal, and replace the prior resolution of the Board involving Grant # 22CWW260 adopted on February 22, 2023.

ADOPTED on August 30, 2023.

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

By W. E. Barker
W. Edward Barker, Chair

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on August 30, 2023; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on August 30, 2023.

[Signature]
Secretary

Agenda Action Form Paducah City Commission

Meeting Date: October 10, 2023

Short Title: A MUNICIPAL ORDER REPEALING AND REPLACING MUNICIPAL ORDERS 2726, 2727, AND 2728, AND APPROVING PADUCAH WATER'S ACCEPTANCE OF CLEANER WATER PROGRAM GRANT AWARDS AND GRANT ASSISTANCE AGREEMENTS WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY FOR THREE (3) FACILITY PROJECTS

Staff Work By: Daron Jordan, City Manager

Presentation By: Jason Petersen, General Manager of Paducah Water

Background Information:

Paducah Water has received three (3) grant awards totally over \$1.6 million from the Kentucky Infrastructure Authority (the "Authority") under the Cleaner Water Program for the improvement of certain facilities within the Paducah Water's water system. The improvements include painting and mixing the I-24 and US Highway 60 water tanks, air stripping, and hydraulic model update in West McCracken County.

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

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

These projects and grant awards were previously approved by the Commission in April of this year. However, because Paducah Water's resolutions had been executed out of sequence (in an effort to expedite the process), the Kentucky Infrastructure Authority has requested that the Municipal Orders be executed again and resubmitted before funds will be made available. The only revision from the former April submittal is language to repeal and replace the former Municipal Orders 2726, 2727, and 2728.

Goal: ☐ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Staff Recommendation:

To approve the terms and conditions of the Grant Assistance Agreements with Kentucky

Infrastructure Authority and authorizing the execution of the agreements and supporting documents by the General Manager of Paducah Water.

Attachments: Grant Assistance Agreements, Proposed Municipal Orders and Resolutions of the Commissioners of the Water Work approving the agreements and their execution.

Department Head	City Clerk	City Manager
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248451

MUNICIPAL ORDER NO. 2023-_____

**A MUNICIPAL ORDER REPEALING AND REPLACING
MUNICIPAL ORDER NO. 2727 AND APPROVING AND
AUTHORIZING THE BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS TO ACCEPT THE CLEANER
WATER PROGRAM GRANT AWARD AND ENTER INTO THE
GRANT ASSISTANCE AGREEMENT WITH THE KENTUCKY
INFRASTRUCTURE AUTHORITY IN CONNECTION WITH
THE AIR STRIPPING PROJECT**

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

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

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

WHEREAS, in order for the Grantee to complete the Project and obtain grant award, the Kentucky Infrastructure Authority has asked the City of Paducah, because many of the assets used and owned by the Grantee are titled in the name of the City of Paducah, to approve the Project and the Grantee’s acceptance of the grant award and the Agreement, which were approved by the Board of Commissioners of Paducah Water Works at its August 30, 2023 meeting, a copy is attached hereto as Exhibit A; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED as follows

SECTION 1. The City of Paducah hereby repeals Municipal Order No. 2727.

SECTION 2. The City of Paducah hereby approves of the Project.

SECTION 3. The City approves the Grantee's acceptance of the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 4. That Jason Petersen, the Grantee's General Manger, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 5. The City approves the Grantee's agreement and commitments to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 6. That this Order shall be in full force and effect on and after the date approved by the Board of Commissioners of the City of Paducah, Kentucky.

ADOPTED on _____, 2023.

GEORGE BRAY, MAYOR

ATTEST:

City Clerk, Lindsay Parish

Introduced and adopted by the Board of Commissioners, _____, 2023

Recorded by City Clerk, _____, 2023

MO\ REPEALING AND REPLACING CITY MUNICIPAL ORDER RE KIA FUNDS FOR AIR STRIPPING (00248451x9D931)

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of , and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said City of Paducah at a meeting duly held on _____, 2023; and that this official action appears as a matter of public record in the official records or journal of the City of Paducah; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 2023.

Lindsay Parish, City Clerk

EXHIBIT A

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

SEE ATTACHMENT

248169

RESOLUTION

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

The following resolution was adopted by the Board of Commissioners of Paducah Water Works at its regularly scheduled meeting located at the offices of the Paducah Water on the 30 day of August, 2023, at which meeting a quorum of the members of the Board was present:

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

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

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

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

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

SECTION 2. That Jason Petersen, Grantee's General Manager, is hereby designated to

be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

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

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

SECTION 5. That this resolution shall take effect at the earliest time provided by law and shall supersede, repeal, and replace the prior resolution of the Board involving Grant # 22CWW261 adopted on February 22, 2023.

ADOPTED on August 30, 2023.

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

By W. Edward Barker
W. Edward Barker, Chair

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on August 30, 2023; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on August 30, 2023.

[Signature]
Secretary

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Authorize the Acceptance of a Land and Water Conservation Fund Grant in the Amount of \$81,885 to Update the Playground at Keiler Park - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie
Clark, Hope Reasons
Presentation By: Amie
Clark

Background Information: The LWCF State Assistance Program was established by the LWCF Act of 1965 (Public Law 88-578) and is enacted as positive law at 54 U.S.C. § 200301 et seq. (hereinafter, “the LWCF Act”). Its purpose is to stimulate a nationwide action program to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. The program provides matching grants to States and through States to local units of government, for the acquisition and development of public outdoor recreation sites and facilities.

The Parks and Recreation Department requested and has been awarded \$81,885 to replace the playground equipment at Keiler Park. The new equipment is part of the Park's Master Plan and will make the playground inclusive and accessible for all children. The Board of Commissioners approved the application with MO 2579 on May 24, 2022. The grant requires a 50% match of \$81,885. The local match is funded in PA0130.

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: Keiler Park Playground

Account Number: PA0130

Staff Recommendation: Authorize the acceptance of the LWCF grant in the amount of \$81,885 and for the Mayor to sign all documents related to same.

Attachments:

1. MO award- parks-land and water conservation grant Keiler Park
2. LWCF 21-01655 Paducah MOA (Draft)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT A LAND AND WATER CONSERVATION GRANT IN THE AMOUNT OF \$81,885 THROUGH THE KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT, TO REPLACE PLAYGROUND EQUIPMENT AT KEILER PARK

WHEREAS, on May 24, 2022, the Board of Commissioners approved an application for a Land and Water Conservation Fund Grant in the amount of \$81,885; and

WHEREAS, these grant funds have now been awarded to the City of Paducah.

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

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to accept the Land and Water Conservation Grant through the Kentucky Department of Local Government in the amount of \$81,885. This grant will be used to replace playground equipment at Keiler Park, which will make the playground inclusive and accessible for all children. There is a 50% match requirement for this grant in the amount of \$81,885. Funds for this project will be paid from the Keiler Park Playground Project, PA0130.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\grants\award- parks-land and water conservation grant Keiler Park



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 112 2400000835

Version: 1

Record Date:

Document Description: Paducah Keiler Park Playground #21-01655

Cited Authority: KRS148.022
Outdoor Recreation Programs

Reason for Modification:

Issuer Contact:Name: Jessica Hill
Phone: (502) 573-2382
E-mail: JessicaM.Hill@ky.gov**Vendor Name:**

CITY OF PADUCAH

PO BOX 2267

PADUCAH

KY 42002-2267

Vendor No.

KY0033652

Vendor ContactName: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAHKY.GOV

Effective From: 10/16/2023

Effective To: 09/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Paducah Keiler Park Playground #21-01655	\$0.000000	\$81,885.00	\$81,885.00

Extended Description:

The City of Paducah is requesting \$81,885.00 from the Land and Water Conservation Fund to replace the playground equipment and add poured-in-place rubber surfacing at Keiler Park. Project is federally funded by the National Park Service.

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$81,885.00
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	Document Description	Page 2
2400000835	Paducah Keiler Park Playground #21-01655	

GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 21-01655

Subrecipient: City of Paducah

Project Name: Keiler Park Inclusive Playground

Federal Agency: US Department of Interior- National Park Service

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Land and Water Conservation Fund

CFDA Number: 15.916

	Document Description	Page 3
2400000835	Paducah Keiler Park Playground #21-01655	

MEMORANDUM OF AGREEMENT TERMS AND CONDITIONS

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government (“the Commonwealth”) and the City of Paducah (“the Contractor”) to establish an agreement for the Keiler Park Inclusive Playground. The initial MOA is effective from October 16, 2023 through September 30, 2026.

Scope of Services:

The City of Paducah is requesting \$81,885.00 from the Land and Water Conservation Fund to replace the playground equipment and add poured-in-place rubber surfacing at Keiler Park.

Pricing:

Land and Water Conservation Fund (LWCF), not to exceed: \$81,885.00

Reimbursement provided to the recipient on basis of documented applicable expenses (invoices, cancelled checks, payroll or timesheet registers).

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COMMONWEALTH OF KENTUCKY, DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF FEDERAL GRANTS, LAND AND WATER CONSERVATION FUND (LWCF)

1 - OBLIGATIONS OF DLG

DLG covenants and agrees, conditioned upon the timely performance by the other parties of their respective obligations, to undertake the following obligations:

A. DLG shall, subject to the availability of the appropriate federal funds for the project, reimburse to the Local Agency an amount not to exceed (\$81,885.00). The Local Agency shall make full payment for the cost of an item and/or provide documentation for in-kind contributions before submitting a request for reimbursement of eligible project costs. During the term of this Agreement, eligible project costs are identified in Attachment A, Scope of Services and Budget. Reimbursement requests should be made Quarterly. A request for reimbursement may not be submitted to DLG for less than 25 percent of the total eligible project costs. The rate of reimbursement will be 50 percent. The final 25 percent of the LWCF grant will be withheld until the project is completed, inspected, and accepted by DLG staff and representatives of the National Park Service and the required Deed Restriction is recorded.

B. DLG and NPS may, but are not required to, make periodic inspections of the Project and may send inspection reports to the Local Agency. The Local Agency shall correct deficiencies identified in the inspection report and their correction reported in writing to DLG within two weeks of receipt of the inspection report.

C. DLG shall cooperate fully with the Local Agency in order to facilitate the obligations set out in this Agreement.

2 - OBLIGATIONS OF THE LOCAL AGENCY

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The Local Agency covenants and agrees to undertake the following obligations:

A. The Local Agency shall perform and cause to be performed all necessary acts to plan, design and construct the Project in accordance with applicable law and the provisions stated herein.

B. The Local Agency shall obtain all necessary permits, licenses and approval from the appropriate governmental entities for construction of the Project.

C. The Local Agency shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies and require all contractors employed by the Local Agency to comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies. In particular, the Local Agency, and its contractors shall comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. As evidence of the grant recipient's intention to comply, a Standard Form 424D, Assurances - Construction Programs, shall be signed by the authorized certifying official and made a part of this Agreement. If applicable, the Local Agency shall provide documentation to show compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1990 as amended. This documentation must be submitted before the first request for reimbursement is made. The Local Agency shall use its own procurement procedures that reflect applicable state and local laws for all purchases of goods or services related to the Project. Shall comply with 2 CFR Part 200, 2 CFR Part 182 & 1401, 2 CFR 180-1400, 43 CFR 18, 2 CFR Part 175, 2 CFR Part 25, 2 CFR Part 170.

D. The Local Agency shall appropriately address any advisory comments that are attached to the Kentucky State Clearinghouse's notification letter relating to the grant recipient's project. If applicable, evidence that the advisory comments have been satisfactorily addressed must be submitted to DLG before any work can begin on this project. Additionally, during the period of performance, the Local Agency shall notify DLG immediately if any significant adverse environmental impacts result from project implementation and shall cease all project activity until an evaluation is made by DLG and its representatives to determine what actions are necessary and appropriate.

E. The Local Agency shall erect and maintain, in perpetuity, a sign on the Project site acknowledging that the Project was completed with LWCF financial assistance.

F. The Local Agency shall retain all records relating to the project until DLG audits the records, or for three years after the Project is closed out, whichever occurs first. The records include, but are not limited to, the following:

- Payroll register by pay period showing names, hours worked, hourly rate, benefits, deductions, gross pay, and net pay.

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- Final cost summary of all payroll registers.
- Time sheets signed by both employees and their respective supervisors.
- Invoices for purchased materials.
- Invoices for all design and construction costs.
- Each invoice shall have the date paid and check number indicated on it.
- Cancelled checks or copies thereof.
- Copies of documents used in procurement (advertisements, plans and specifications, bid tabulations, contracts, and change orders).
- Statements specifying donations to the project signed by the donor.

G. A copy of the Local Agency's resolution authorizing the execution of this Agreement is attached hereto and made a part hereof.

H. The Local Agency shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this Agreement.

I. The Local Agency shall submit quarterly progress reports to DLG in the form prescribed by DLG until the Project is closed out by DLG. The reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e., January 15th, April 15th, July 15th, and October 15th). The report shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays. The final quarterly progress report shall act as the Project Completion Report. The Progress Completion Report must be approved by DLG. Any deficiencies found in the Progress Completion Report shall be remedied by the Local Agency no later than 2 weeks from receipt of notification.

J. The Local Agency shall execute and record in the public property records of the county clerk's office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation in accordance with the Conditions set forth below. The document shall identify the property by the project boundary map submitted with the application to the Department. The document and the County Clerk's filing certification shall be submitted to DLG along with the Local Agency's first request for reimbursement under this agreement. A permanent trail easement in favor of the DLG must be approved prior to receiving final reimbursement. The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described consistent with the Land and Water Conservation Fund Act.

Upon Project completion, the Local Agency shall operate and maintain the Project as follows:

- Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- Facilities shall be kept reasonably safe for public use.
- Facilities shall be kept open for public use at reasonable hours and times of the year for

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perpetuity.

- Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.

K. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement shall be deemed a default of this Agreement by the Local Agency, with the Local Agency returning those funds to DLG, if DLG has made reimbursement to the Local Agency.

3 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

B. In the event of default by the Local Agency, including the failure to meet any time deadlines or provisions set out in this Agreement, DLG may declare this Agreement void from the beginning without further obligation to the Local Agency and may commence appropriate legal or equitable action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

D. Both parties, DLG and the Local Agency, acknowledge that this Agreement is entered into under the provision of KRS 45A.023, and that future Kentucky General Assemblies may discontinue funding in subsequent budgets.

4 - MISCELLANEOUS PROVISIONS

A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

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B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. No decision-making official or employee of the Local Agency involved in discussions regarding a contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract.

E. No person performing services for the Local Agency in connection with this project shall have a financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed in the Local Agency's public meeting and reflected in the Public Agency's public meeting minutes, and such officer, employee, or person has not participated in the acquisition of said property for or on behalf of the Local Agency.

F. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, superseded all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

G. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

H. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

I. The Grantee hereby agrees to adopt the provisions of DLG's Implementation Plan for Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq (nondiscrimination in use of federal funds), a copy of which is available upon request. In lieu of this requirement, the Grantee may adopt its own Title VI Implementation Plan, provided that the Grantee attaches hereto a copy of its Title VI Implementation Plan and any applicable annual updates.

J. All notices, requests, demands, waivers, and other communications given as provided in this

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Agreement shall be in writing, and shall be addressed as follows:

If to DLG: Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601
ATTENTION: Office of Federal Grants

If to the Local Agency: City of Paducah
300 South 5th Street
Paducah, Kentucky 42003
ATTENTION: Mayor George Bray

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Memorandum of Agreement Standard Terms and Conditions
Revised January 2023

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Commonwealth of Kentucky:

Signature	Commissioner Department for Local Government Title
Dennis Keene Printed Name	Date

City of Paducah

Signature	Mayor, City of Paducah Title
George Bray Printed Name	Date

Approved as to form and legality:

Signature	General Counsel Department for Local Government Title
Matthew Stephens Printed Name	Date
Signature	Title
Printed Name	Date

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve the Application for a GameTime Playground Grant not to Exceed \$80,000 for Keiler Park - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie
Clark, Hope Reasons
Presentation By: Amie
Clark

Background Information: For a limited time, GameTime is offering up to 100% matching funds on playground systems. With up to 100% matching funds, GameTime is helping communities bring play to more children and families. The playground grant funds are available toward the purchase of new play systems based on need and on a first-come, first-served basis. Any parks department, school, nonprofit, or other youth organization is eligible for playground equipment funding from GameTime. The Paducah Parks and Recreation Department will request an amount not to exceed \$80,000 from GameTime for a playground system for Keiler Park.

As this grant requires a 100% match for the system, the Parks and Recreation Department will utilize Land and Water Conservation Fund Grant funding and Department funding for the matching requirement.

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

If yes, please list the Commission Priority: Quality of Life

Communications Plan:

Funds Available: Account Name: Keiler Park Playground

Account Number: PA0130

Staff Recommendation: Approve the application for a GameTime Playground Grant and authorize the Mayor to sign all documents related to same.

Attachments:

1. MO app – Game Time Grant Keiler Park 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION OF A GAMETIME DISCOUNT GRANT FOR THE PURCHASE OF INCLUSIVE PLAY ELEMENTS FOR KEILER PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$80,000, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. The Board of Commissioners hereby authorizes the Mayor to execute all documents necessary to apply for a GameTime Discount Grant in an amount not to exceed \$80,000. The playground grant funds are available toward the purchase of new play systems. The normal cost for the required equipment is approximately \$160,000. If awarded, the City would be able to purchase the equipment for a price not to exceed \$80,000. There is a 100% match required for this grant, meaning that the City will pay 100% of the discounted price.

SECTION 2. Payment of the match funds shall be paid from the Keiler Park Playground Project, PA0130.

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, October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\grants\app – Game Time Grant Keiler Park 2023

Agenda Action Form Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve a Safe Haven Baby Box Agreement - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: Kentucky law allows for a parent to anonymously leave a newborn infant with an emergency medical service provider, police officer, or firefighter. The City of Paducah nor McCracken County have any newborn safety devices installed in the area to be able to receive a newborn infant and the Fire Department desires to do so. The fire department desires to enter into an agreement for the lease, installation, annual services, and service for a Safe Haven Baby Box.

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: Enter into lease agreement with Safe Haven Baby Box Inc.

Attachments:

1. MO Safe Haven Baby Box Agreement
2. 2023_KY_SHBB_Lease_Service_Agreement
3. KY_Exhibit_A_Policies_Procedures
4. KY_Exhibit_B_Service_Fees_Expenses

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE HAVEN BABY BOXES, INC., FOR THE LEASE, INSTALLATION, AND ANNUAL SERVICES FOR A SAFE HAVEN BABY BOX TO BE INSTALLED AT A PADUCAH FIRE DEPARTMENT WITHIN THE CITY OF PADUCAH

WHEREAS, Kentucky law allows for a parent to anonymously leave a newborn infant with an emergency medical service provider, police officer, or firefighter; and

WHEREAS, the Paducah Fire Department now desires to enter into an agreement for the lease, installation, and annual services for a Safe Haven Baby Box.

SECTION 1. The City Commission hereby authorizes the Mayor to execute an agreement with Safe Haven Baby Boxes, Inc. for the lease, installation, and annual services for a Safe Haven baby box to be installed at a Paducah fire department within the City.

SECTION 2. 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 October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\\Safe Haven Baby Box Agreement 2023

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the _____ ("Provider").

RECITALS

WHEREAS SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Newborn safety device") (as that term is defined under Kentucky law), and awareness related to preventing child abandonment.

WHEREAS, Kentucky Revised Statute 405.075, *et al* (the "Safe Haven Laws"), provides certain protections to EMS providers, police officers, and firefighters that install a newborn safety device (the "Safety Device");

WHEREAS Provider desires to install a Safety Device on Provider's premises pursuant to the Safe Haven Laws; and

WHEREAS SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto; and

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at **(Insert location information and address)**. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit "**A**" (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Appendix A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Appendix A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately

notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the [City / Hospital]'s master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under [City / Hospital]'s master general liability and umbrella policies.

Section 8. Indemnification. Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after

this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this

Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Kentucky and Kentucky Courts. Each party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Kentucky court. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its everyday, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law

Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Its: _____

EXHIBIT A

SAFE HAVEN BABY BOXES, INC. **POLICIES AND PROCEDURES**

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under the Kentucky Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a hospital or site, such as a fire station, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 - 1. When the door is accessed from the outside.
 - 2. When the newborn is placed in the box and activates the motion sensor.
 - 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed.
 - iii Training of staff is completed.
 - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
 - ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will uninstall the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.

- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Department of Child & Family Services (DCFS) at 800-372-2973 within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

- A. Documents
 - 1. Weekly Safe Haven Baby Box alarm system checks
 - 2. All Safe Surrenders by date and time

EXHIBIT B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$11,000 (\$12,000 with pre-installed camera option)

1. Baby Box including signage and provider kit
2. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
4. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

Annual Fee: \$300

1. Annual Fee Services
 - a. Recertification of the box by SHBB authorized personnel
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box)~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Camera option. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information*

Agenda Action Form Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve a Hope Unlimited Reimbursement Agreement - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By:

Background Information: Kentucky law allows for a parent to anonymously leave a newborn infant with an emergency medical service provider, police officer, or firefighter. The City of Paducah nor McCracken County have any newborn safety devices installed in the area to be able to receive a newborn infant and the Fire Department desires to do so. As such, Hope Unlimited has requested the City to enter into an Agreement with Safe Haven Baby Boxes, Inc for the installation of a newborn safety device at a fire station and in exchange for the City's agreement to do so, Hope Unlimited has agreed to reimburse the City for all expenses related thereto.

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: Enter into an agreement with Hope Unlimited to reimburse for expenses.

Attachments:

1. MO Hope Unlimited Reimbursement Agreement 2023
2. CITY-HOPE UNLIMITED AGREEMENT FOR COST REIMBURSEMENT (00283599)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH HOPE UNLIMITED FOR REIMBURSEMENT TO THE CITY FOR EXPENSES RELATED TO THE LEASE, INSTALLATION, AND ANNUAL SERVICES FOR A SAFE HAVEN BABY BOX TO BE INSTALLED AT A PADUCAH FIRE DEPARTMENT WITHIN THE CITY, AND AUTHORIZES THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, Kentucky law allows for a parent to anonymously leave a newborn infant with an emergency medical service provider, police officer, or firefighter; and

WHEREAS, Hope Unlimited desires to enter into an agreement with the City of Paducah to reimburse the City for all expenses related to the lease, installation, and annual services for a Safe Haven Baby Box.

SECTION 1. The City Commission hereby authorizes the Mayor to enter into an agreement with Hope Unlimited for the reimbursement to the City of the expenses related to the lease, installation, and annual services for a Safe Haven baby box to be installed at a Paducah fire department within the city, and authorizes the Mayor to execute all documents related to same.

SECTION 2. 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 October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\Hope Unlimited Reimbursement Agreement 2023

AGREEMENT

THIS AGREEMENT made and executed on the ____ day of _____, 2023, by and between the **CITY OF PADUCAH, KENTUCKY**, hereinafter referred to as “City,” and **HOPE UNLIMITED FAMILY CARE CENTER**, hereinafter “**Hope Unlimited**”.

WITNESSETH:

WHEREAS, Hope Unlimited has requested the City to enter into an Agreement with Safe Haven Baby Boxes, Inc. for the installation of a newborn safety device at a fire station; and

WHEREAS, in exchange for the City’s agreement to do so, Hope Unlimited has agreed to reimburse the for City all expenses related thereto.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration of which is hereby acknowledged by all parties hereto, the parties do hereby covenant and agree as follows:

1. Mutual Commitment of the Parties. Each party to this Agreement does hereby pledge their commitment to the installation of a newborn safety device and to the training required for implementation of such. Each of the parties does hereby agree to assume and perform the specific obligations and responsibilities which are assigned to each party under this Agreement.

2. Installation of Newborn Safety Device. It is the mutual intent of the parties to have Safe Haven Baby Boxes, Inc. install a newborn safety device at one of the City’s fire stations. In doing so, the Parties understand that the City will be responsible for various fees, including, but not limited to:

- a. \$11,000 initial fee;
- b. \$500.00 Renewal fee for each successive term;
- c. \$300 annual fee

3. Reimbursement of Fees. In exchange for the City’s agreement to install a newborn safety device at one of its fire stations and its agreement to allow its employees to be trained for use of such and monitoring thereof, Hope Unlimited agrees to reimburse the City for all fees associated with the installation and maintenance of the newborn safety device.

4. Timing of Reimbursement. Hope Unlimited agrees to remit payment to the City within thirty (30) days of receiving a written request from the City.

5. Renewal of Agreement with Safe Haven Baby Boxes, Inc. The City has the option to renew the Agreement with Safe Haven at the end of the first five (5) year term and every term thereafter. Hope Unlimited agrees to reimburse the City for any costs related to the renewal of said Agreement if the City chooses to renew said Agreement. However, nothing contained herein shall require the City to renew the Agreement with Safe Haven.

6. **Notices.** All notices shall be in writing and sent by first class mail, postage prepaid, email, or personally delivered. Any marked notice shall be deemed to be sent on the day deposited in the mail. Any notice shall be sent to the following addresses:

CITY OF PADUCAH:

HOPE UNLIMITED:

7. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to reimbursement for fees related to the safe haven newborn security device. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto that are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties with respect to the matters addressed herein. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the City and Hope Unlimited, and their respective heirs, successors, and assigns.

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

IN WITNESS WHEREOF, the parties have affixed their signatures to this agreement on the dates as specified below.

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Date: _____

**HOPE UNLIMITED FAMILY CARE
CENTER**

By: _____

Title: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve a Proposal for Certification under the Certified City of Ethics Program Agreement with the Kentucky League of Cities - **L. PARISH**

Category: Municipal Order

Staff Work
By: Lindsay
Parish
Presentation
By: Lindsay
Parish

Background Information: This action authorizes the City to enter into an agreement with the Kentucky League of Cities (KLC) to undergo the process and training required to become a Certified City of Ethics through KLC.

Certification under the Kentucky League of Cities (KLC) program is a way to recognize the efforts of cities and city officials that have adopted principles and procedures that offer guidance on ethical issues, along with a mechanism to resolve complaints at the local level. In addition, maintenance of this program increases public trust and confidence in city governments and their services through the training and recognition that this program promotes. The Certified City of Ethics Program requires recertification every four (4) years to maintain the designation. KLC does not function as an enforcement or regulating agency.

Once the agreement is executed, KLC will review the current ordinance for compliance with KRS 65.003, offer suggestions for updates, and conduct training of elected officials, the Board of Ethics, and city staff. Once the training is complete, the City will become a Certified City of Ethics. The cost of the program is \$500 plus any mileage for the KLC trainer.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Training & Travel

Account Number: 1000 0601 538010

Staff Recommendation: Authorize the Mayor to execute an agreement with KLC for Certification under Certified City of Ethics Program.

Attachments:

1. MO KLC Certified City of Ethics 2023
2. Paducah CERTIFIED CITY OF ETHICS AGREEMENT

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE KENTUCKY LEAGUE OF CITIES (KLC) FOR CERTIFICATION UNDER THE KLC CERTIFIED CITY OF ETHICS PROGRAM IN THE AMOUNT OF \$500 PLUS MILEAGE COSTS

WHEREAS, certification under the Kentucky League of Cities (KLC) program is a way to recognize the efforts of cities and city officials that have adopted principles and procedures that offer guidance on ethical issues, along with a mechanism to resolve complaints at the local level; and

WHEREAS, the City of Paducah wishes to enter into an Agreement with KLC for the Certified City of Ethics Program.

SECTION 1. The City Commission hereby authorizes the Mayor to execute an Agreement with the Kentucky League of Cities for certification under the KLC Certified City of Ethics Program in the amount of \$500 plus mileage costs. This expenditure shall be charged to the Clerk's Office Travel & Training Account 1000 0601 538010.

SECTION 2. 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 October 10, 2023
Recorded by Lindsay Parish, City Clerk, October 10, 2023
\\mo\KLC Certified City of Ethics 2023

Kentucky League of Cities

Proposal for Certification under Certified City of Ethics Program

Certification under the Kentucky League of Cities (KLC) program is a way to recognize the efforts of cities and city officials that have adopted principles and procedures that offer guidance on ethical issues, along with a mechanism to resolve complaints at the local level. In addition, maintenance of this program increases public trust and confidence in city governments and their services, through the training and recognition that this program promotes. The Certified City of Ethics Program **requires recertification every four (4) years** to maintain the designation. KLC does not function as an enforcement or regulating agency. It is the city's local enforcement board that determines the acceptable level of ethical conduct of those elected to and retained in office and employed by the city.

TO MAINTAIN A "CERTIFIED CITY OF ETHICS" DESIGNATION, A CITY MUST TAKE THE FOLLOWING STEPS:

Step 1) Statutory Compliance

The latest ordinance must be emailed or mailed to the KLC Municipal Law and Training Department to verify that all requirements in KRS 65.003 have been met.

Email – cjohnson@klc.org

Mail – Kentucky League of Cities, **Attention: Chris Johnson, 100 East Vine Street, Ste 800, Lexington, KY 40507**

KLC will review the code of ethics ordinance, to be ensure that the city meets the minimum standards set out in KRS 65.003.

City officials, along with their city attorney, can consult KLC's Sample Ethics Ordinance when considering provisions to include when amending the code of ethics.

If the city ethics ordinance is deficient, the city will need to amend the ordinance to bring it into compliance with the statute.

Step 2) Contract Execution

The city will email, or mail this signed Agreement to:

Email – cjohnson@klc.org

Mail – Kentucky League of Cities, **Attention: Chris Johnson, 100 East Vine Street, Ste 800, Lexington, KY 40507**

Step 3) Training on City Ethics Ordinance

Once the ordinance has been reviewed and is found to meet the requirements of KRS 65.003, all elected city officials (and the Ethics Board/Commission) shall participate in a training on their specific city code of ethics conducted by KLC or a trainer mutually agreed upon by the city and KLC.

The training shall take place at an open meeting of the city legislative body. City officials will be eligible for ethics training credit.

Any employees, boards and commissions covered under the city code of ethics may also be trained separately at the additional rate of **one hundred and fifty dollars (\$150.00)** per session.

The training(s) will occur as follows:

- Training will be for the **City of Paducah**
- Date: **December 13, 2023**
- Time: **10:00 a.m. – 12:00 p.m.** for elected officials and ethics enforcement group, as well as any employees the city would like to attend.
- Location: The training will be at the **City of Paducah, City Hall located at 300 South 5th Street, Paducah, KY 42003.**
- CITY will furnish presentation equipment including a laptop computer and projector.
- CITY will make available a screen or a blank wall that can be used for projection of materials.
- CITY will provide a copy of all relevant ethics ordinances to the trainer by 11/28/2023.
- KLC will provide training materials to City by **(one week before training).**

Step 4) Certification

Once it is determined that the ordinance meets the established requirements and the city has received the required training, the city will receive its designation as a "Certified City of Ethics" for a **four (4)** year period.

Each city designated as a Certified City of Ethics will receive a framed certificate and a logo which can be incorporated into city stationery, road signs and other materials at the city's discretion for a period of **four (4)** years. In addition, KLC will send press releases to the local media notifying them that the city has achieved this designation, as well as recognition in KLC publications and events.

Step 5) Cost of the Program

The cities agree to pay KLC a total of **five hundred dollars (\$500.00)** due and payable **thirty (30)** days after the completion of training. The fee includes the review time to make certain that any updated ordinance complies with KRS 65.003, preparation for the training and the actual training.

Additional costs associated with this program will be mileage from the KLC office to and from the training location if the training is completed in-person.

Once training is complete, KLC will invoice the city for the training to be paid within **thirty (30)** days from the date of the invoice.

To officially engage the Kentucky League of Cities to complete this project, please provide an authorizing signature below:

Mayor George Bray's Signature: _____ Date: _____

Address for Billing: _____

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Approve Contract Modification #2 to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of (\$8,120.00) - **R. MURPHY**

Category: Ordinance

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

Background Information: Background Information:

Summary: At the completion of the project, the fee of \$8,120.00 for a FEMA flood report was not needed.

Background: On April 26, 2018, the President signed a major disaster declaration, FEMA-4361-DR-KY, for the 2018 Flooding and Severe Weather Events from February 21, 2018, through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding to restore the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated a \$438,775.00 total project cost with a 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Bridge Project. The Non-Federal Share of \$109,693.00 is split between State (\$52,652.00) and Local (\$57,041.00) cost shares.

On March 31, 2020, Ordinance 2020-03-8626 was approved by the Paducah Board of Commissioners, authorizing a professional services contract with BFW Engineering & Testing for \$154,036.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of \$6,439,016 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4M of ARPA funding toward specific stormwater mitigation projects.

On September 28, 2021, Ordinance 2021-09-8703 was approved by the Paducah Board of Commissioners authorizing Contract Modification #1 for additional scope of work to provide additional professional services.

The City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP). The Buckner Lane Bridge Replacement project was identified and presented to the Commission at the July 13, 2021, meeting.

During the project closeout, the line item for the FEMA flood report (LOMR) was determined unnecessary for a savings of \$8,120.00.

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

If yes, please list the Commission Priority: Stormwater management

Communications Plan:

Funds Available: Account Name: Buckner Lane Bridge

Account Number: PF0078

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization decreases BFW's contract by \$8,120.00. The approval of the contract amendment will reduce the total contract amount from \$228,381.00 to \$220,261.00.

Attachments:

1. ORD CHGORD2- BFW Engineering – Buckner Lane Bridge Project

ORDINANCE NO. 2023 - ____ - ____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO DECREASE THE CONTRACT BY \$8,120 FOR THE BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK

WHEREAS, on March 31, 2020, the City approved Ordinance 2020-03-8626, authorizing a professional services contract with BFW Engineering & Testing, Inc, for \$154,036 for the Buckner Lane Bridge Replacement Over Crooked Creek; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of \$6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, on September 28, 2021, Ordinance 2021-09-8703 was approved by the Paducah Board of Commissioners authorizing Contract Modification #1 for additional scope of work to provide additional professional services; and

WHEREAS, during the project closeout, the line item for the FEMA flood report (LOMR) was determined unnecessary for a savings of \$8,120.00.

WHEREAS, Contract Modification No. 2 is required for a decrease in the amount of \$8,120 adjusting the total construction project from \$228,381 to \$220,261.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 2 with BFW Engineering & Testing, Inc., for a decrease in the amount of \$8,120 and a new total contract cost of \$220,261.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project Account PF0078.

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, September 26, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\CHGORD2- BFW Engineering – Buckner Lane Bridge Project

Agenda Action Form

Paducah City Commission

Meeting Date: October 10, 2023

Short Title: Trails End Subdivision: Final Plat Approval and Surety Approval - **R. MURPHY**

Category: Ordinance

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

Background Information: The final plat of subdivision, the subdivision roadway plans, and stormwater management plans submitted for Trails End Subdivision have been reviewed and are approved, as noted by a letter dated August 1, 2023, issued by the City Engineer. The aforementioned letter was mailed to the Engineer of Record and Owner. On September 1, 2023, the Paducah Planning Commission adopted a Resolution approving the final plat of subdivision.

The City Engineer required \$ 365,000 to be submitted as a surety for the completion of public improvements. Walker Properties of Western Kentucky, LLC has submitted a \$365,000 surety in the form of a surety bond issued by Merchants National Bonding, Inc. for completion of subdivision public improvements pursuant to the City of Paducah Ordinances.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the Mayor to execute the Final Plat of Subdivision, Surety Bond with Walker Properties of Western Kentucky, LLC, and to accept the dedication of the public right of way and easements as shown on the Final Plat of Subdivision for Trails End Subdivision.

Attachments:

1. ORD subd- Trails End Subdivision 125 Ridgeview Street
2. Trails End_Final Subdivision Plat
3. Trails End Subd_Signed Surety Bond Agreement
4. Subdivision Plans Review Letter - Trails End Subdivision
5. Trails End Subdivision_PC Resolution

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 125 RIDGEVIEW STREET; ACCEPTING THE DEDICATION OF RIGHT OF WAY OF RIDGEVIEW STREET, JOEY WAY, AND PETTER AVENUE; ACCEPTING PUBLIC UTILITY EASEMENTS; AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT; AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION PERFORMANCE AND WARRANTY SURETY BOND AGREEMENT AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, the Paducah Planning Commission held a public hearing on August 1, 2022, and adopted a preliminary subdivision plan for property located at 125 Ridgeview Street; and

WHEREAS, by Resolution dated September 7, 2023, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an ordinance approving the revised final plat of subdivision of property of Walker Properties of Western Kentucky, LLC, and accepting the dedication of right of way of Ridgeview Street, Joey Way, and Petter Avenue; and

WHEREAS, the City wishes to enter into a Subdivision Performance and Warranty Surety Bond Agreement to receive a Warranty Surety Bond in the amount of Three Hundred, Sixty-Five Thousand (\$365,000) dollars, for the completion of public roadways, storm drainage systems, and other designated public improvements, in accordance with the proposed subdivision plan and the City's specifications.

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

SECTION 1. That a resolution adopted by the Paducah Planning Commission on September 7, 2023, entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 125 RIDGEVIEW STREET", be approved as the final report of said Commission respecting the matters set forth therein.

SECTION 2. That the subdivision of said property shall be, and it is hereby, approved as shown on the plat referred to in said subdivision, which plat is entitled, “Final Subdivision Plat of Trails End Subdivision 125 Ridgeview Street Paducah, Kentucky”, and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. That the City hereby authorizes the Mayor to execute a Warranty Surety Bond Agreement for a Warranty Surety Bond in the amount of Three Hundred, Sixty-Five Thousand (\$365,000) dollars for the completion of public roadways, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plan and the City’s specifications.

SECTION 4. That the dedication of the public right-of-way of Ridgeview Street, Joey Way, and Petter Avenue, and public utility easements shown on said plat shall be, and they are hereby, accepted and shall be maintained by the City of Paducah, but such acceptance shall not constitute an undertaking on the part of this Board or the City of Paducah, Kentucky, for the construction or improvements of said right-of-way. The Mayor is hereby authorized to subscribe a certificate of approval on the plat.

SECTION 5. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. That this ordinance shall have two separate readings and will become effective upon summary publication pursuant to KRS Chapter 424.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\plan\subd- Trails End Subdivision 125 Ridgeview Street

RECEIVED

JUL 10 2023

ENGINEERING
DEPARTMENT

FINAL SUBDIVISION PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A
BOUNDARY SURVEY AND COMPLES WITH 201KAR 18:150

TRAILS END SUBDIVISION
125 RIDGEVIEW STREET
PADUCAH, KENTUCKY

PROJECT NO.: 21049
DATE: JULY 7, 2023
DRAWN BY: MW
CHECKED BY: SOC
REV. DESCRIPTION

SHEET

1

OF 1

GENERAL NOTES

OWNER & CLIENT:
WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
1315 PILLAR CHASE
PADUCAH, KY 42001

SOURCE OF TITLE:
DEED BOOK 1430, PAGE 774 PLAT SECTION "L", PAGE 1184
PLAT SECTION "L", PAGE 1410

TOTAL PROPERTY AREA:
7.96 ACRES (346,886 SQUARE FEET)

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED "R-2", (LOW AND MEDIUM DENSITY RESIDENTIAL)
BY THE CITY OF PADUCAH ZONING ORDINANCE.

ZONING REQUIREMENTS:

- SINGLE-FAMILY DWELLINGS:**
- MINIMUM GROUND-FLOOR AREA: NO BUILDING SHALL BE ERRECTED FOR RESIDENTIAL PURPOSES HAVING A GROUND FLOOR AREA OF LESS THAN ONE THOUSAND SQUARE FEET, EXCLUSIVE OF PORCHES, BREZZENWAYS, TERRACES, GARAGES, AND EXTERIOR AND SECONDARY STAIRWAYS.
 - MINIMUM YARD SETBACK:
1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET
 - MINIMUM LOT AREA: 10,000 SF
 - MINIMUM LOT WIDTH: 60 FEET
 - MAXIMUM BUILDING HEIGHT: 35 FEET
- TWO-FAMILY DWELLINGS:**
- MINIMUM YARD SETBACK:
1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET
 - MINIMUM LOT AREA: 6,000 SF PER UNIT
 - MINIMUM LOT WIDTH: 60 FEET PER STRUCTURE
 - MAXIMUM BUILDING HEIGHT: 35 FEET

MULTI-FAMILY DWELLINGS:

- MINIMUM YARD SETBACK:
1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET
- MINIMUM LOT AREA: 4,000 SF PER UNIT
- MINIMUM LOT WIDTH: 75 FEET
- MAXIMUM BUILDING HEIGHT: NONE

FLOOD NOTE:

FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR McCRACKEN COUNTY - MAP NO. 2114SC0142F DATED 11/02/2011.

SANITARY SEWER AND PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED BY A PUBLIC SANITARY SEWER SYSTEM.
SUBJECT PROPERTY IS SERVED BY A PUBLIC WATER SYSTEM.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

TITLE OPINION:

THIS PLAT HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER, THIS PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

INTENT:

THE INTENT OF THIS PLAT IS TO ESTABLISH LOTS 1-30, TRACT 1 TO BE RESERVED FOR FUTURE DEVELOPMENT, AND THE PROPOSED EASEMENTS AS SHOWN. LOTS 1-30 ARE TO SERVE TWO-FAMILY DWELLINGS WITH PROPERTY LINE ON THE BUILDING DIVISION WALL, ALSO, TO DEDICATE THE RIGHT-OF-WAY OF PETER AVENUE, RIDGEVIEW STREET, AND JOEY WAY TO THE CITY OF PADUCAH. THIS PLAT IS SUBMITTED IN ACCORDANCE WITH KRS CHAPTER 100 RELATIVE TO CITY OF PADUCAH ZONING ORDINANCE AND SUBDIVISION REGULATIONS.

SURVEYOR'S CERTIFICATE

TO: WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
1315 PILLAR CHASE
PADUCAH, KY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:25,331 BEFORE ADJUSTMENT OF THE ADJUSTED ANGULAR AND LINEAR STANDARDS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY. THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY COMPLETION _____

DATE OF SIGNATURE _____

KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, GEORGE BRAY, MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED DEDICATION OF THE RIGHT-OF-WAY AND PUBLIC EASEMENTS AS SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE _____ ADOPTED AT A MEETING HELD ON _____

MAYOR, CITY OF PADUCAH

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:
APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING HELD _____

CHAIRMAN _____

CERTIFICATE OF APPROVAL OF STREETS

A FORM OF SECURITY IN THE AMOUNT OF \$25,000.00 HAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLIANCE OF ALL REQUIRED SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH APPROVED PLANS & SPECIFICATIONS.

CITY ENGINEER - PUBLIC WORKS DIRECTOR _____

DATE _____

CERTIFICATE OF OWNERSHIP

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBDIVIDE THE PROPERTY AND TO DEDICATE ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON"

WALKER PROPERTIES OF WESTERN KENTUCKY, LLC - SIGNATURE _____ DATE _____

PRINT NAME _____

TITLE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY OF _____, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY _____ KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 2018.

CERTIFICATE OF RECORDING STATE OF KENTUCKY, COUNTY OF McCRACKEN

I, _____, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.
GIVEN UNDER MY SEAL THIS _____ DAY OF _____, 20____
BY _____ D.C. _____ CLERK
AND RECORDED IN PLAT SECTION _____, PAGE _____

McCRACKEN COUNTY COURT CLERK _____

DEPUTY COURT CLERK _____

BASIS OF BEARINGS:

ALL BEARINGS SHOWN ON THIS DRAWING ARE BASED ON THE KENTUCKY SOUTH ZONE - 1802, NAD 83

STORMWATER DETENTION

"I (WE), THE CURRENT PROPERTY OWNER(S), HEREBY ACKNOWLEDGE THAT THE DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT SHALL CONFORM WITH THE REGIONAL STORMWATER MANAGEMENT PLAN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES & REQUIREMENTS. THE CURRENT PROPERTY OWNER/DEVELOPER, SUCCESSORS AND ASSIGNS AGREE TO CONSTRUCT THE FACILITIES, ASSUME OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES FOR ALL STORMWATER MANAGEMENT CONTROL STRUCTURES AND STORMWATER DETENTION AREAS, DURING AND AFTER DEVELOPMENT. GRADING OF ALL SURFACE STORMWATER DETENTION BASIN(S) SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN."

WALKER PROPERTIES OF WESTERN KENTUCKY, LLC _____

DATE _____

UNDERGROUND ELECTRICAL SERVICES & DISTRIBUTION RESTRICTION

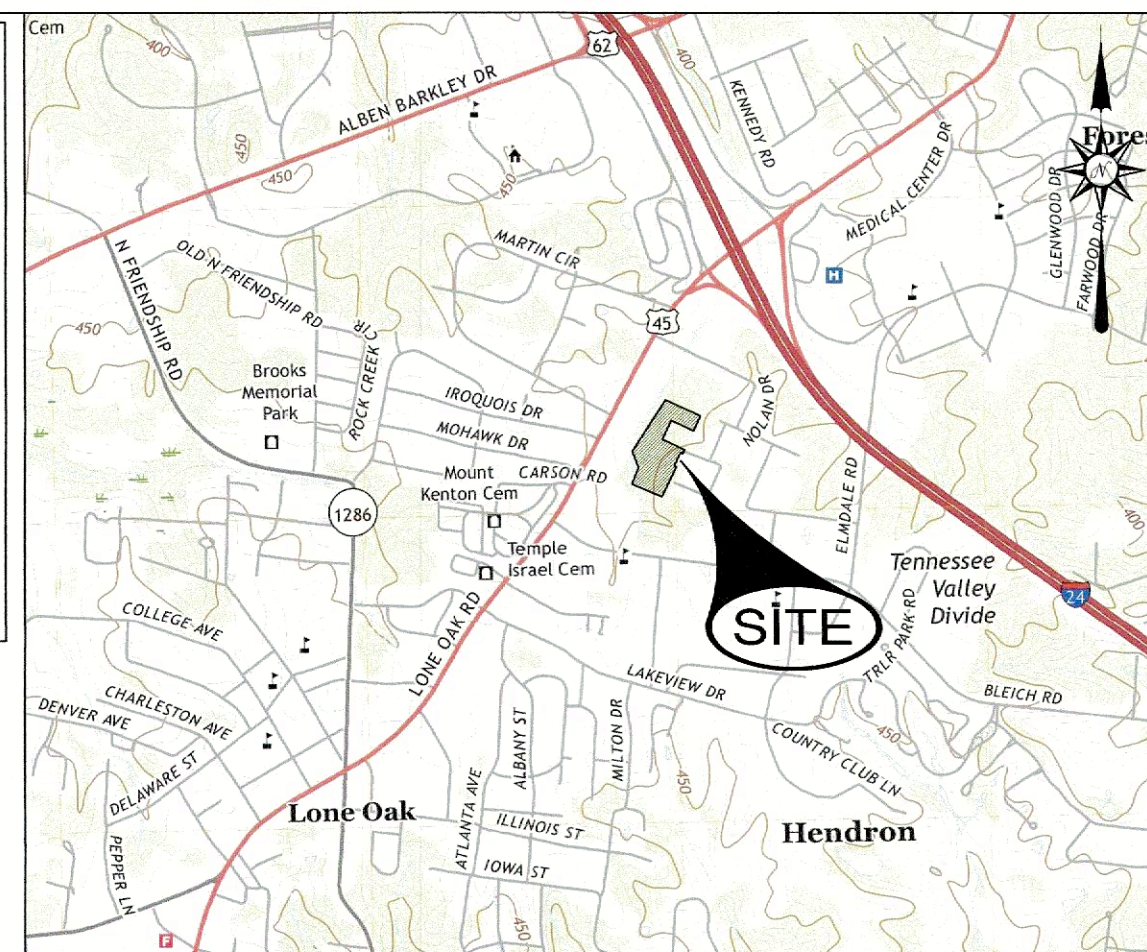
ALL ELECTRICAL SERVICE AND DISTRIBUTION LINES SHALL BE INSTALLED UNDERGROUND AND THE GRADE OR ELEVATION OF THE LAND OVER WHICH THE FACILITIES ARE INSTALLED SHALL NOT BE LOWERED WITHOUT THE WRITTEN CONSENT OF PADUCAH POWER SYSTEM. ADDITIONALLY, THE COSTS OF REPAIR OR RELICATION OF THE ELECTRICAL FACILITIES RESULTING FROM ANY CHANGES IN THE GRADE OR ELEVATION OF THE LAND SHALL BE BORNE BY THE PROPERTY OWNER(S). PADUCAH POWER SYSTEM SHALL BACKFILL EXCAVATED AREAS NECESSARY TO INSTALL THE ELECTRICAL FACILITIES UPON COMPLETION OF THE CONSTRUCTION AND, IN THE EVENT OF FURTHER SETTLING OF THOSE AREAS, IT SHALL BECOME THE RESPONSIBILITY OF THE PROPERTY OWNER TO ADD ADDITIONAL FILL MATERIAL AS NEEDED, AND PADUCAH POWER SYSTEM SHALL NOT BE HELD LIABLE AS A RESULT OF FURTHER SETTLING OF THE GROUND.

LEGEND

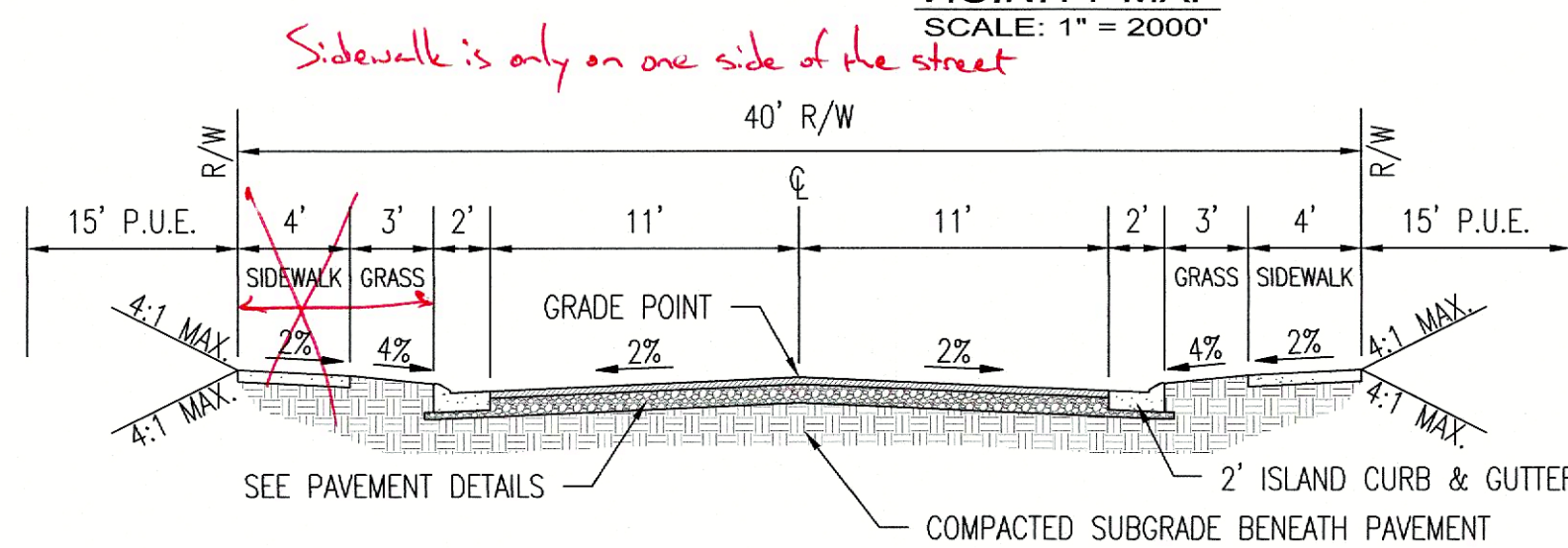
- EXISTING PROPERTY CORNER (AS NOTED)
- EXISTING CONCRETE R.O.W. MONUMENT
- 1/2" x 24" IRON PIN WITH PLASTIC CAP #3861 (SET AT TIME OF SURVEY)
- 6" x 24" CONCRETE MONUMENT WITH CAP #3861 (SET AT TIME OF SURVEY)
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- CENTERLINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- MINIMUM BUILDING SETBACK LINE
- RIGHT OF WAY
- PUBLIC UTILITY EASEMENT
- M.B.S.L.
- R.O.W.
- P.U.E.

WAIVER REQUESTS

1. WAIVE REQUIREMENT OF SIDEWALKS ON BOTH SIDE OF THE STREETS AND ALLOW FOR SIDEWALKS ON ONLY ONE SIDE OF THE STREET.

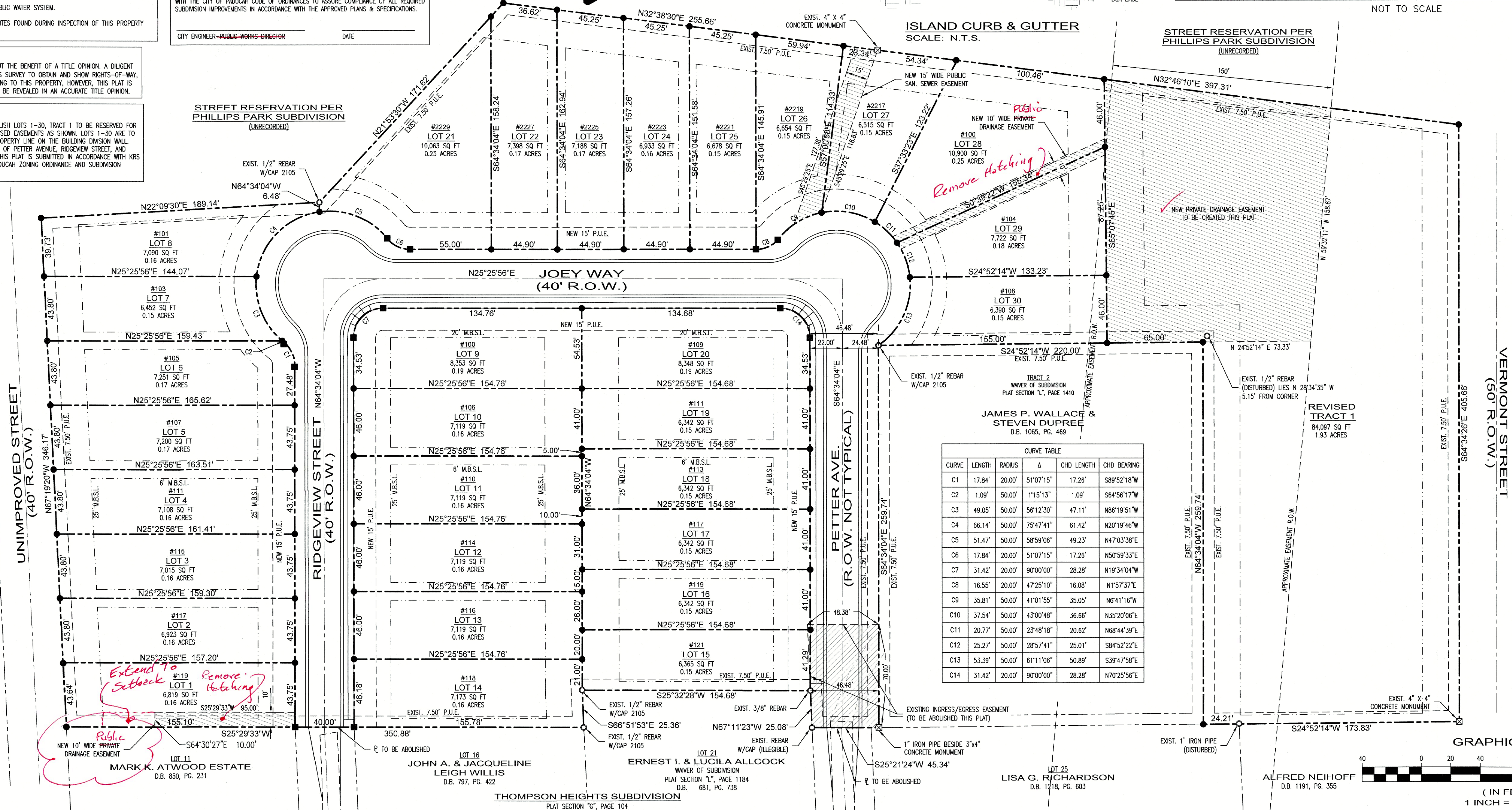


VICINITY MAP
SCALE: 1" = 2000'



TYPICAL 40' R.O.W. STREET SECTION

NOT TO SCALE



GRAPHIC SCALE

(IN FEET)

1 INCH = 40 FEET

SUBDIVISION PERFORMANCE AND WARRANTY
SURETY BOND AGREEMENT

Bond #100151753

THIS AGREEMENT is made this 24 day of August, 2023, by and between the City of Paducah ("City"), with a principal mailing address of 300 South 5th Street, Paducah, Kentucky 42003; and Walker Properties of Western Kentucky, LLC, 1315 Pillar Chase, Paducah, Kentucky 42001; and Merchants National Bonding, Inc., P.O. Box 14498, Des Moines, IA 50306-3498 as (Surety).

RECITALS

A Developer desires final acceptance of Trails End Subdivision Plan, pursuant to a plan dated July 7, 2023.

B. Developer is desirous of installing the public improvements pursuant to the Final Plan, consisting of all infrastructure dedicated to the City, including all streets, curbs, gutters, sidewalks, storm sewers and their appurtenances, and administration, and engineering fees, for that purpose. Developer has obtained an estimate prepared by a professional engineer, which is in the amount of \$337,00.00 (and which estimate is equal to the completion cost under prevailing wage laws). Developer will provide the City a Performance and Warranty Surety Bond from Merchants National Bonding, Inc. as (Surety) in the amount of Three Hundred, Sixty-Five Thousand (\$365,000.00) dollars.

C. Developer must complete the improvements for the Subdivision within fifty (50) weeks from the date hereof. The subdivision regulations of the City require that financial security be posted for public improvements prior to final plan approval.

D. It is the purpose of this Agreement to provide the financial security needed by the Developer to guarantee the installation of the aforementioned public improvements.

NOW, THEREFORE, for and in exchange of mutual consideration and benefits, the previous receipt thereof being hereby acknowledged and intending to be legally bound by the provisions hereof, the parties agree as follows:

1. Developer agrees to provide a Performance and Warrant Surety Bond for the benefit of and made payable to the City for the purpose of guaranteeing payment for the completion of public improvements by Developer, consisting of all infrastructure to be dedicated to the City including storm sewers and their appurtenances, curbs, gutter, sidewalks and the street(s) known as Ridgeview Street, Joey Way, and Petter Avenue, as required by the City of Paducah Planning and Zoning Ordinance Subdivision Requirements and as set forth on specifications and plans submitted by Developer to the City.

2. The Performance and Warranty Surety Bond shall be in the amount of \$365,000.00 and shall initially be in force and issued for a period of one (1) year (fifty-two (52) weeks) from the date hereof. Developer agrees that all public improvements shall be completed within fifty (50) weeks from the date hereof.

3. Developer will complete the improvements to Trails End Subdivision in accordance with plans and specifications filed with the City.

4. If all the improvements referred to in Paragraph 1 of this Agreement are not completed within fifty (50) weeks from the date hereof, the Developer may seek an extension of that period upon the concurrence of the City, provided, however, that as a condition to the grant of such extension, Developer must provide a Performance and Warranty Surety Bond for the benefit of and made to the City, in a form acceptable to the City, and an amount and for a time to be determined by the City. In the event of such an extension, Developer agrees to complete all public improvements before the expiration of the newly revised or reissued Performance and Warranty Surety Bond.

5. Upon notification from the City to the bond issuing entity of default in the construction of the public improvements pursuant to specifications and plans within fifty (50) weeks, the bond issuing entity's responsibility under its Performance and Warranty Surety Bond shall be triggered. The bond issuing entity shall pay the City the original amount of the Performance and Warranty Surety Bond less any lawful deductions thereto, as determined by and approved by the City; said amount to be used by the City toward the completion of said improvements. The required improvements are to be completed by the City at the City's option, with payment by the bond issuing entity to the City upon the City's filing with the bond issuing entity an affidavit stating Developer's default.

6. Upon default by Developer in the construction of the public improvements pursuant to specifications and plans, the City shall be authorized to withhold (a) permits for the further construction of improvements and (b) building permits.

7. The City agrees that this Agreement and the Performance and Warranty Surety Bond are the financial security required for the public improvements for the Final Plan of the Trails End Subdivision Development Plan.

IN WITNESS HEREOF AND BY AFFIXING THE SIGNATURES OF THEIR AUTHORIZED AGENTS BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND CERTIFY THAT THE TERMS AND CONDITIONS SET FORTH HEREIN WERE AGREED UPON BY THE PARTIES IN THE COURSE OF GOOD FAITH NEGOTIATIONS CONDUCTED AT ARMS LENGTH. SAID SIGNATURES FURTHER ACKNOWLEDGE AND CERTIFY THAT THE PARTIES HAVE BEEN GIVEN ADEQUATE TIME TO READ, REVIEW AND SEEK CLARIFICATION FROM LEGAL COUNSEL PERTAINING TO ALL RIGHTS AND DUTIES SET FORTH HEREIN AND NOW FULLY UNDERSTAND ALL SUCH RIGHTS AND DUTIES AND INTEND TO BE BOUND BY THE SAME.

CITY OF PADUCAH

George Bray
City of Paducah Mayor

NOTARY SEAL

STATE OF KENTUCKY

CITY OF PADUCAH

I certify the following was duly sworn before me on the _____ day of _____,
20__.

Notary Public

My commission expires _____

WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
DEVELOPER

By: _____

Title: Member

NOTARY SEAL

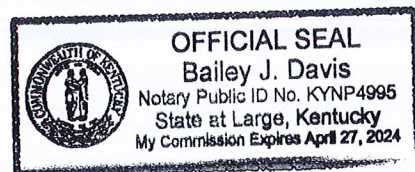
STATE OF Kentucky

CITY OF Paducah

I certify the following was duly sworn before me on the 24th day of August,
2023.

Bailey J. Davis
Notary Public

My commission expires April 27, 2024



MERCHANTS NATIONAL BONDING, INC. (SURETY COMPANY)

By: Ted Sherman

Title: Ted Sherman-Attorney-in-Fact

NOTARY SEAL

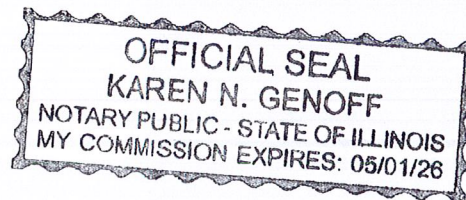
STATE OF ILLINOIS

CITY OF COOK

I certify the following was duly sworn before me on **the 18th** day of August,
20 23

Karen N. Genoff
Notary Public , Karen N. Genoff

My commission expires 5/01/26



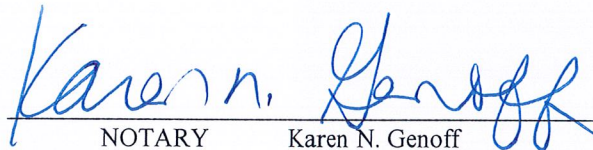
STATE OF ILLINOIS (SS
 (
COUNTY OF COOK (

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Ted Sherman Attorney in Fact of Merchants National Bonding, Inc. Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants National Bonding, Inc., an Iowa Corporation for the Uses and Purposes Therein Set Forth.

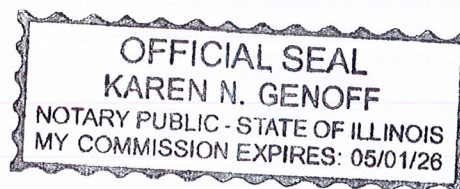
Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

18th Day of August , 2023

My Commission Expires



NOTARY Karen N. Genoff



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



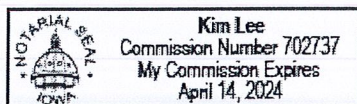
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of August 2023



William Warner Jr.
Secretary



Rick Murphy, P.E.
City Engineer

CITY OF PADUCAH
300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Phone: (270) 444-8511

August 1, 2023

Jason Goins, P.E.
Siteworx Survey & Design, LLC
124 South 31st Street
Paducah, Kentucky 42001

RE: Trails End Subdivision

Dear Jason,

The subdivision plans, stormwater conveyance plan, and stormwater management plan submitted for the above referenced subdivision have been reviewed and are approved as noted. Prior to the submittal for acceptance by the City of Paducah Board of Commissioners, the following conditions must be satisfied:

- All revisions noted on the subdivision plans shall be corrected on the construction plans provided to contractors prior to the initiation of any construction activities.
- The retaining wall shown on Sheet C-3 and detailed on Sheet C-8 of the subdivision plans is located such that an excavation encroachment onto the adjacent property may be required. As noted on Sheet C-8, written permission from the adjacent property owner authorizing the excavation encroachment onto their property will be necessary prior to any excavation encroachment activities. The Engineering Department's approval of the submitted subdivision plans shall not be considered as an approval to proceed with excavation encroachment activities on neighboring properties. The Engineering Department does not have the authority to grant such permission.
- A corrected version of the Final Plat shall be submitted to the Engineering Department.
- If no further revisions are required, three (3) originals of the Final Plat with all signatures, absent the Mayor's signature, shall be submitted to the Engineering Department for approval by the City of Paducah Board of Commissioners.
- An acceptable form of security shall be provided in the amount \$365,000.00 in accordance with Sec. 102-40 of the Code of Ordinances.

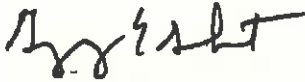
We look forward to receiving these documents in order that your client may move forward with their new development.

As the professional engineer of record representing your client, please be reminded of your responsibilities outlined in Chapter 102 of the Code of Ordinances regarding the proper completion of this development.

Trails End Subdivision
August 1, 2023
Page 2 of 2

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Guebert', with a stylized flourish at the end.

Greg Guebert, P.E.
Assistant City Engineer

cc: Brad Walker
Rick Murphy, P.E. – City Engineer
Nic Hutchison – Planning Director

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION OF PROPERTY LOCATED AT 125 RIDGEVIEW STREET.

WHEREAS, a public hearing was held on the preliminary plat on August 1, 2022 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, a final plat of said subdivision has been submitted to the Paducah Planning Commission.

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

SECTION 1. That this Commission approves said final plat and the subdivision reflected thereon.

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

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



David Morrison, Vice-Chairman

Adopted by the Paducah Planning Commission on September 7, 2023

September 7, 2023

Commissioner _____ of the Paducah Planning Commission/ URCDA offered the following motion:

I move that this Commission adopt a resolution approving the final subdivision of property located at 125 Ridgeview Street.

I further move that a variance to permit a sidewalk on one side of the street be based on the following findings of fact:

- 1. The property is large enough to be developed as a Planned Unit Development, pursuant to Section 102-34 (b) of the Paducah Subdivision Ordinance.
- 2. There are no existing sidewalks along Petter Avenue or Ridgeview Street to connect onto.
- 3. The proposed sidewalk shown on the inside of the loop provides the greatest access to all the lots, as the subdivision continues down Ridgeview Street approximately 145' south of Lot 30.

Roll Call

Time 5:32

Introduced By: Rhodes

Seconded By: Benberry

	YEA	NAY
Benberry	✓	
Carman	✓	
Griffin	✓	
Kaler		
UK Morrison	✓	
Rhodes	✓	
Chr. Wade		

Minutes taken by: JS