



**CITY COMMISSION MEETING
AGENDA FOR MAY 14, 2024
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

NEW EMPLOYEE INTRODUCTIONS Kennedy Kirks, Recreation Specialist & Drake Stepter, Recreation Specialist - Amie Clark

PRESENTATION Dogwood Trail Awards Presentation & Singing of the Paducah Song - Paducah Civic Beautification Board

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for April 23, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Authorize Contract with Jim Smith Construction for reconstruction and repaving the parking lot at the Robert Cherry Civic Center in the amount of \$133,193.00 - A. CLARK
	E.	Accept bid proposal and authorize Mayor to execute agreement with Tennis Technologies Inc. for Tennis Court Resurfacing Project in the amount of \$42,785.00 - A. CLARK
	F.	Revisions to the 2024 Annual Plan and Administrative Plan for Section 8 HCV Program - LASICA McEWEN

		G.	Acquisition of Permanent Drainage Easement for Property located at 2338 S 25th St for the S 24th Street Improvement Project - M. TOWNSEND
		H.	Approve Termination of Residential Infill Agreement with EMD Properties, LLC for LaBarri Subdivision - M. TOWNSEND
		I.	Approve a Residential Infill Agreement with Willett Enterprises, Inc for LaBarri Subdivision Not to Exceed \$197,991.86 - M. TOWNSEND
		J.	Authorize an Agreement with Kemper CPA Group for Financial Statement Auditor Services for City of Paducah, KY for fiscal years FY2024 through FY2026 - J. PERKINS
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize a Contract with Lake Assault Boats, LLC for the purchase of a multi-purpose fire and rescue boat for the Paducah Fire Department in the amount of \$697,600 - S. KYLE
		B.	Authorize Payment to Clean Earth, Inc. in an amount of \$46,217.70 for Household Hazardous & Electronic Waste Collected during 2024 Clean-Up Day - C. YARBER
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve the closing of 24,710 Square Feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive and 600, 601, and 675 Deer Lick Place - M. TOWNSEND
		B.	Approve a Budget Amendment in the Amount of \$670,365 for Radios for City of Paducah radios as part of the 911 Radio Upgrade Project - J. PERKINS & D. JORDAN
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve the closing of 2,826 square feet of a 10' alley west of S 24 th Street between Center Street and Seitz Street, and the closing of 4,046 square feet of a 10' alley west of S 24th Street between Seitz Street and Barnett Street. - M. TOWNSEND
		B.	Amend the Code of Ordinances to create a new section of the City of Paducah Zoning Code related to Reasonable Accommodation for Recovery Homes - J. SOMMER
		C.	Approve an Interlocal Agreement for Provision of Emergency 911 Services with McCracken County - D. JORDAN
	V.	<u>DISCUSSION</u>	
		A.	Medical Cannabis Discussion

	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

April 23, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, April 23, 2024, 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 Assistant City Clerk, Claudia Meeks, the following answered to their names: Commissioners Henderson, Smith, Wilson and Mayor Bray (4). Commissioner Guess was unable to attend due to a family medical emergency.

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATIONS

- Mayor Bray presented a Proclamation to Dr. Svetlana Famina with Mercy Health proclaiming May as Mental Health Awareness Month. Several local mental health providers also attended the meeting. Dr. Ballew from Mercy Health made comments regarding Paducah's responsiveness to mental health issues in the community.
- Mayor Bray presented a Proclamation to Assistant City Clerk Claudia Meeks proclaiming May 5 through 11 as Municipal Clerks Week.

PRESENTATION

Communications Manager Pam Spencer offered the following summary:

Paxton Park Golf Course Presentation

"Golf Director Danny Mullin with Paxton Park Golf Course, who attended with several members of the Golf Commission, provided the Paducah Board of Commissioners an update on the city-owned golf course. According to the National Golf Foundation, the number of golfing facilities nationwide has been shrinking since 2006; however, the number of municipal golf courses have been increasing with Paxton Park as one of 64 municipal courses in Kentucky. Mullin also listed several benefits of having a municipal golf course including the green space, environmental benefits and the stormwater storage, health and wellness opportunities, social events and charitable functions, and youth and player development."

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 Assistant City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the April 9, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents <i>Minute File:</i> 1. Notice of Special Called Meeting of the Board of Commissioners for Tuesday, April 9, 2024

April 23, 2024

	<u><i>Contract File:</i></u> 1. Contract Modification with Valley Contracting – Probation and Parole Office, MO #2858 2. Contract with Mott Electric – Fire Station #5 Generator – MO #2859 3. Change Order #2 – Dredge America – Paducah Riverfront Transient Boat Dock Dredging Project – MO #2875 4. Administrative Plan for 2024 – Housing Choice Voucher Program – Paducah Housing Authority – MO #2877
I(C)	Appoint Catherine Senn to the Paducah Water Board (<i>Commissioners of WaterWorks</i>) to replace Eddie Barker who has resigned. This term shall expire January 6, 2025. <i>Correction of Scrivener's error</i>
I(D)	Reappoint Paul King to the Forest Hills Village, Inc. Board. This term shall expire May 6, 2029.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING UPPER STORY RESIDENTIAL GRANT FUNDS IN THE AMOUNT OF \$75,000 TO BHIK, LLC, FOR APARTMENTS AT 219 BROADWAY AND FURTHER AUTHORIZING TRANSFER OF \$75,000 FROM ADMINISTRATIVE CONTINGENCY FUNDS (MO #2883; BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR AN FY2024 KENTUCKY LEAGUE OF CITIES SAFETY GRANT IN THE AMOUNT OF \$3,000 FOR PARTIAL REIMBURSEMENT OF THE PURCHASE OF A 66" MOWER THAT CAN BE USED ON STEEP SLOPES AND DIFFICULT TERRAIN, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2884; BK 13)
I(H)	A MUNICIPAL ORDER APPROVING AN AGREEMENT TO PROVIDE LOCAL MATCH IN THE AMOUNT OF \$5,305.50 FOR METROPOLITAN TRANSPORTATION PLANNING BETWEEN THE CITY OF PADUCAH AND PURCHASE AREA DEVELOPMENT DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2885; BK 13)

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

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

MUNICIPAL ORDERS

APPLICATION FOR MELLON FOUNDATION GRANT ON BEHALF OF UPPERTOWN HERITAGE FOUNDATION (METROPOLITAN HOTEL)

April 23, 2024

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER REPEALING MUNICIPAL ORDER NO. 2882 AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A MELLON FOUNDATION GRANT IN THE AMOUNT OF \$1,340,000 FOR THE HOTEL METROPOLITAN FOR CAPITAL IMPROVEMENTS AND CAPACITY BUILDING FOR THE ORGANIZATION.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4). **(MO # 2886; BK 13)**

AUTHORIZE CONTRACT WITH A&K CONSTURCTION, INC. – RE-ROOF AND RENOVATION OF TECHNOLOGY DEPARTMENT

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH A&K CONSTRUCTION, INC. IN THE AMOUNT OF \$779,104 FOR THE RE-ROOF AND RENOVATION OF THE TECHNOLOGY DEPARTMENT.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4). **(MO # 2887; BK 13)**

ORDINANCE ADOPTIONS

AMEND FY24 CITY BUDGET TO INCREASE REVENUES AND EXPENDITURES FOR THE COMMUNITY DEVELOPMENT GRANT FUND IN THE AMOUNT OF \$200,000

Commissioner Henderson offered Motion, seconded by Commissioner Smith, 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-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$200,000

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4). **(ORD 2024-04-8808; BK 37)**

AMEND CODE OF ORDINANCES CHAPTER 14 RELATED TO THE KEEPING OF FOWL

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This Ordinance amends Chapter 14 of the Paducah Code of Ordinances to update language concerning proximity, maximum number, and cleanliness requirements for the keeping of fowl in

April 23, 2024

Paducah. Further, this ordinance amends the penalty section to update the method by which fines are assessed and how abatement is handled. A new section is also created for abatement procedures related to pens and coops.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).
(ORD 2024-04-8809; BK 37)

ORDINANCE INTRODUCTIONS

CLOSING OF 24,710 SQUARE FEET OF COLONIAL DRIVE AND 38,302 SQUARE FEET OF DEER LICK PLACE AT 3750 PECAN DRIVE AND 600, 601 AND 675 DEER LICK PLACE

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF 24,710 SQUARE FEET OF COLONIAL DRIVE AND 38,302 SQUARE FEET OF DEER LICK PLACE AT 3750 PECAN DRIVE AND 600, 601 AND 675 DEER LICK PLACE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of 24,710 square feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive and 600, 601 and 675 Deer Lick Place, and authorizes, empowers, and directs the Mayor to execute quitclaim deeds from the City of Paducah to the property owners in or abutting the public way to be closed and all other necessary documents to effectuate the closure.

AMEND FY202 BUDGET – 911 RADIO UPGRADE PROJECT

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled "AN ORDINANCE AMENDING ORDINANCE NO. 2019-06-8578, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, 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, 2019, and ending June 30, 2020, as adopted by Ordinance No. 2019-06-8578, is amended to withdraw the commitment of \$250,000 from Committed Pension Reserve in the Fund Balance. Further, this ordinance withdraws the commitment to "Committed Pension Reserve" in the Fund Balances of the General fund and Investment fund in the amounts of \$243,165 and \$177,200, respectively. Further, Ordinance No. 2019-06-8579 is hereby amended by the following re-appropriations:

- Transfer \$670,365 from General Fund Fund Balance to Project Account EQ0036.

COMMENTS

- City Manager Jordan reminded everyone that the quilters are in town this week for the National Quilt Show.
- Mayor Bray gave a short update on the 911 Project.

April 23, 2024

ADJOURN

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

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

TIME ADJOURNED: 5:57 p.m.

ADOPTED: May 14, 2024.

ATTEST:

George Bray, Mayor

Claudia S. Meeks, Assistant City Clerk

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Resolution 04-10-2024 GPEDC Resolution in Support of McCracken County and City of Paducah declaring the Community a Nuclear Ready Community
2. Resolutions 04-16-2024 Paducah Area Chamber of Commerce Resolution in Support of McCracken County and City of Paducah declaring the Community a Nuclear Ready Community

Contract File:

1. Contract with A&K Construction, Inc., for the re-roof and renovation of the IT Department – MO #2887

Financials:

1. Paducah Water Works – Month ended March 31, 2024

Bids and Proposals File:

Bid Proposals for Paducah IT Department Renovations

1. A&K Construction, Inc. – MO #2887
2. Valley Contracting Services, LLC
3. Midstates Construction Co., Inc.
4. Evrard

CITY OF PADUCAH
May 14, 2024

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

May 9, 2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
May 14, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Crisman, Matthew W.	Recruit Officer	\$27.42/hr	NCS	Non-Ex	July 11, 2024
Liefer, Isabella N.	Recruit Officer	\$27.42/hr	NCS	Non-Ex	July 11, 2024

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Ellis, Abygail	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 28, 2024
Ellis, Kenzie G.	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 28, 2024
Johnson, Clarissa	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 28, 2024
Jones, Kennedy	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 16, 2024
Caleb, Joyce	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 16, 2024
Sampson, Immanuel N.	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 28, 2024
Steele, Mason J.	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 16, 2024
Stoffel, Gabrielle N.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 16, 2024
Stubblefield, Alexa M.	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 28, 2024

TECHNOLOGY

Saul, Alyson K.	GIS Intern	\$17.00/hr	NCS	Non-Ex	May 16, 2024
-----------------	------------	------------	-----	--------	--------------

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

<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Adams, Meghan J.	Rec Leader - Intern \$10.00/hr	Rec Leader - Intern \$14.00/hr	NCS	Non-Ex	May 16, 2024
Arnett, Frankie A.C.	Pool Attendant \$11.00/hr	Lifeguard \$12.00/hr	NCS	Non-Ex	May 16, 2024
Grogan, Jeremiah P.	Lifeguard \$12.00/hr	Head Lifeguard \$12.50/hr	NCS	Non-Ex	May 16, 2024
Smith, Keely N.	Pool Attendant \$12.00/hr	Head Pool Attendant \$12.50/hr	NCS	Non-Ex	May 2, 2024
Thompson, Savana N.	Recreation Leader - Athletics \$12.00/hr	Assistant Pool Manager \$13.00/hr	NCS	Non-Ex	May 2, 2024
Wring, Emma R.	Pool Attendant \$11.00/hr	Lifeguard \$12.00/hr	NCS	Non-Ex	May 16, 2024

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

<u>E911</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>
Lauderdale, Kimberly J.	Telecommunicator \$19.97/hr	Telecommunicator \$20.97/hr	NCS	Non-Ex	May 30, 2024
Martin, Tara R.	Telecommunicator \$25.00/hr	TAC (Terminal Agency Coordinator) \$26.00/hr	NCS	Non-Ex	April 30, 2024
<u>ENGINEERING</u>					
Guebert, Gregory E.	Assistant City Engineer \$47.58/hr	Assistant City Engineer \$48.53/hr	NCS	Ex	December 28, 2024
<u>FINANCE</u>					
Gipson Erica F.	Revenue Auditor \$28.66/hr	Revenue Auditor \$29.38/hr	NCS	Ex	May 2, 2024
Guardian, Melanie	Revenue Technician \$21.40/hr	Revenue Technician \$21.83/hr	NCS	Non-Ex	April 6, 2024
Rudd, Carissa J.	Revenue Technician \$19.10/hr	Revenue Technician \$19.58/hr	NCS	Non-Ex	May 2, 2024
<u>PARKS & RECREATION</u>					
Morsching, Taylor A.	Interim Assistant Director of Recreation \$39.48/hr	Assistant Director of Recreation \$39.48/hr	NCS	Ex	May 2, 2024

CITY OF PADUCAH
PERSONNEL ACTIONS
May 14, 2024

POLICE

Young, Jessica	Records Clerk	Records Clerk	NCS	Non-Ex	May 2, 2024
	\$18.87/hr	\$19.35/hr			

PUBLIC WORKS

Kelly, Phillip C.	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	May 30, 2024
	\$23.98/hr	\$24.70/hr			

TERMINATIONS - FULL-TIME (F/T)

<u>PLANNING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Hutchison, Nicholas	Director of Planning	Resignation	May 3, 2024
<u>PUBLIC WORKS</u>			
Griffin, Jarried A.	Right-of-Way Maintenance	Resignation	April 26, 2024
Marshall, Tyler A.	Truck Driver	Resignation	May 3, 2024
Orenduff, Hunter B.	Truck Driver	Resignation	April 26, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Authorize Contract with Jim Smith Construction for reconstruction and repaving the parking lot at the Robert Cherry Civic Center in the amount of \$133,193.00 - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: Renovation for the Robert Cherry Civic Center began April 2023. Parking lot subgrade work, and handicap parking was added as Contract Modification No. 6 to the original contract with Midstates Construction.

The Board of Commissioners approved the release of a Request for Proposals to reconstruct the parking lot. Request for Proposals was released on April 17 with a submission deadline of May 1. Two proposals were received. Staff request board approval to authorize the Mayor to execute a contract for services with Jim Smith Construction in the amount of \$133,193.00 for the reconstruction of the parking lot at the Robert Cherry Civic Center. Completion within 30 days of contract execution.

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

If yes, please list the Commission Priority: Robert Cherry Civic Center; Facility Improvements

Communications Plan:

Funds Available: Account Name: Civic Center Design

Account Number: PA0123

Staff Recommendation: Approve

Attachments:

1. MO - contract – Jim Smith Contracting - Civic Center parking lot

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH JIM SMITH CONTRACTING CO., LLC, IN THE AMOUNT OF \$133,193 FOR CONSTRUCTION AND REPAVING OF THE PARKING LOT AT THE ROBERT CHERRY CIVIC CENTER

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the bid of Jim Smith Contracting Co., LLC, in an amount of \$133,193 for construction and repaving of the parking lot at the Robert Cherry Civic Center, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Jim Smith Contracting Co., LLC, of May 1, 2024. Two proposals were received, with Jim Smith Contracting Co., LLC submitting the lowest responsive evaluated bid in accordance with the specifications.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute a contract with Jim Smith Contracting Co., LLC for construction and repaving of the parking lot at the Robert Cherry Civic Center, for a total cost of \$133,193, as authorized in Section 1 above.

SECTION 3. The cost shall be paid from Civic Center Design, Account Number PA0123.

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, May 14, 2024
Recorded by Lindsay Parish, City Clerk, May 14, 2024
mo\contract Jim Smith Contracting – Civic Center Parking Lot

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Accept bid proposal and authorize Mayor to execute agreement with Tennis Technologies Inc. for Tennis Court Resurfacing Project in the amount of \$42,785.00 - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie
Clark
Presentation
By: Amie Clark

Background Information: April 10, 2024, the City of Paducah released a request for proposals for the tennis court resurfacing at Noble Park. The City received 3 proposals. Recommendation from staff to enter in to an agreement with Tennis Technologies Inc. to resurface 5 full size tennis courts and 2 jr tennis courts in the amount of \$42,785.00.

The project has anticipated completion date of September 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: Tennis Court Surfacing

Account Number: PA0131

Staff Recommendation: Approve

Attachments:

1. MO - contract – Tennis Technologies, Inc. - Tennis Court resurfacing
2. Tennis Technologies Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH TENNIS TECHNOLOGIES, INC. IN THE AMOUNT OF
\$42,785 FOR TENNIS COURT RESURFACING AT NOBLE PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the bid of Tennis Technologies, Inc., in an amount of \$42,785 for tennis court resurfacing of five full-size tennis courts and two junior tennis courts at Noble Park, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Tennis Technologies, Inc., of April 12, 2024. Three bids were received, with Tennis Technologies, Inc., submitting the lowest responsive evaluated bid in accordance with the specifications.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute a contract with Tennis Technologies, Inc. for the tennis court resurfacing at Noble Park for a total cost of \$42,785, as authorized in Section 1 above.

SECTION 3. The cost shall be paid from Tennis Court Surfacing, Account No. PA0131.

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, May 14, 2024
Recorded by Lindsay Parish, City Clerk, May 14, 2024
mo\contract Tennis Technologies, Inc. – Tennis Court Resurfacing

Tennis Court & Track Construction

Construction
Surfacing
Repair
Maintenance



**TENNIS
TECHNOLOGY**™ Inc.

www.tennistechnologyinc.com
TennTech@bellsouth.net

PH (502) 969-8861
Fax (502) 969-8871
P.O. Box 19709
Lou, KY 40259

Proposal

Submitted to: Paducah Parks

Attn: Amie Clark

Phone: 270-444-8508

Date: 4/11/2025

Address: 2801 Park Ave,
Paducah, KY 42001

Compensation Proposal

Project Name: Resurface the five tennis courts and two junior courts at Bob Noble Park

Project Location: 2801 Park Ave, Paducah, KY 42001

Resurface the Junior Courts and the Five Tennis Courts Quote: The estimate to resurface the two junior courts and five tennis courts is **\$42,785**

Materials: \$17,215.00

Freight: \$600.00

Labor: \$24,970.00

Total: \$42,785

Resurface Specs:

- 1) Clean the surface with blowers, scrapers, brooms and pressure spray where necessary.
- 2) Patch low areas holding water with acrylic crack and leveling compound (crack and leveling compound is designed for patching and crack repair on tennis courts). The low area definition is an area holding water greater than 1/16" (commonly measured with a five-cent piece) one hour following a rain when the temperature is at least 70 degrees. *Note: We may not be able to completely remove the water, but we will improve the situation.*
- 3) Clean the cracks using a crack cleaning machine. Fill the cracks with crack and leveling compound. The patches will be grinded smooth and blended with acrylic resurfacer. *Note: the cracks are structural, they will reappear as hairline cracks once the temperature falls to fifty degrees. They will return to their current conditions.*
- 4) Grind the entire surface to remove small bumps and irregularities—this is like a heavy sanding.
- 5) Furnish and install a standard resurfacing system:
 - a. Furnish and install **one (1)** coat of acrylic resurfacer at a rate of .08 gallons per square yard. The acrylic resurfacer is filled with 60 mesh sand at a rate of 15 lbs. per gallon.
 - b. Furnish and install **two (2)** color coatings at rates of .05 gallons per square yard. The coatings will be mixed with 90 mesh sand at a rate of 7.5 lbs. per square yard per coat. The colors are to be _____ inbounds and _____ outside. Please choose colors from the standard color chart at the bottom of the page.
- 6) Install the playing lines to **USTA** specifications. The court(s) will be laid out and taped off; a primer (Stripe Rite) will be installed to prevent bleeding under the tape, and **two (2)** coatings of **white**, textured line paint will be installed.

Disclaimers:

Resurfacing will not prevent the courts from cracking. The asphalt will continue to crack. We cannot warranty against cracking. Please see below statement from the USTA/ASBA on cracks in asphalt courts.

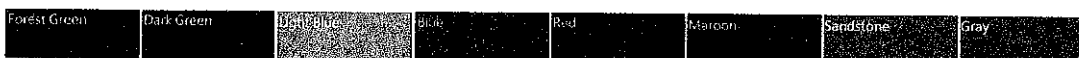
"The most common problem with asphalt tennis courts is pavement cracking. Cracking in asphalt is caused, at least in part, by the natural tendency of asphalt to shrink as it weathers, oxidizes and ages... Quality design and construction can minimize or delay cracking but cannot eliminate it... If the owner is seeking a long-term solution, the court should be reconstructed."

*** PRICE SUBJECT TO CHANGE DUE TO RISING MATERIAL AND OIL PRICES***

Terms: TBD. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. TENNIS TECHNOLOGY IS A MEMBER OF THE AMERICAN SPORTS BUILDER ASSOCIATION

Customer Name & Signature _____ Date _____ Contractor Signature *[Signature]* Date **6/7/2024**

COURT COLORS



*Colors may vary slightly from actual product. Please go to www.sportmaster.net/court designer for further details



Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Revisions to the 2024 Annual Plan and Administrative Plan for Section 8 HCV Program -
LASICA McEWEN

Category: Municipal Order

Staff Work
By: Lasica
McEwen
Presentation By:

Background Information:

On April 9, 2024, the Board of Commissioners approved the 2024 Annual Plan and Administrative Plan For Section 8 Program, by Municipal Order #2877.

HUD is now requiring revision to specific language, and this is updating that language as follows:

Background Information:

Revision of the language on Page 8 allowed by 24 CFR 983.51.

An applicant arrest record will not serve as sole determinant of program eligibility.

The Paducah Section 8 program requires applicants to disclose all states in which they have previously resided and the presence of any registered sex offenders in the applicant household.

Criminal Background Check.

The current language on page 8 under:

6. Criminal Background Check

- The Paducah Section 8 program applicants must consent to the release of records for background checks, including drug related criminal activity and sex offender registry status purposes.
- The Paducah Section 8 program will conduct a criminal background check for program applicants and participants and will be maintained separately and confidentially from other applicant and program participant files.
- The Paducah Section 8 program does not explicitly prohibit basing determinations for program admission, termination of assistance and/or eviction proceeding solely on arrest records.
- The Paducah Section 8 program will conduct background checks for all applicant household members ages 18 and older to obtain criminal history information, including sex offender status from the Commonwealth of Kentucky and for all states in which the members are known to have resided.
- The Paducah Section 8 program requires that all applicants consent to the release of records for criminal drug or criminal drug production. The PHA will conduct a similar background check for drug related criminal offenses including the manufacturing of methamphetamine. The criminal background information will not be misused or improperly disseminated, and the documentation will be properly destroyed at the appropriate time.
- The owner may conduct a criminal background check for a family who requests tenancy at one of their units. The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy.
- The PHA may opt to conduct additional screening to determine whether an applicant is likely to be a suitable tenant. The PHA may deny an applicant based on failure to meet the suitability screening criteria.
- The owner is responsible for screening and selection of the family to occupy the owner's unit. The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

Revised language page 8

6. Criminal Background Check

- The Paducah Section 8 program applicants must consent to the release of records for background checks, including drug related criminal activity and sex offender registry status purposes.
- The Paducah Section 8 program will conduct a criminal background check for program applicants and participants and will be maintained separately and confidentially from other applicant and program participant files.
- The Paducah Section 8 program requires that all applicants consent to the release of records for criminal drug or criminal drug production. The PHA will conduct a similar background check for drug related criminal offenses including the manufacturing of methamphetamine. The criminal background information will not be misused or improperly disseminated, and the documentation will be properly destroyed at the appropriate time.
- The Paducah Section 8 program does not explicitly prohibit basing determinations for program admission, termination of assistance and/or eviction proceeding solely on arrest records. An applicant arrest record will not serve as sole determinant of program eligibility.
- The Paducah Section 8 program will conduct background checks for all applicant household members ages 18 and older to obtain criminal history information, including sex offender status from the Commonwealth of Kentucky and for all states in which the members are known to have resided.
- The Paducah Section 8 program requires applicants to disclose all states in which they have previously resided and the presence of any registered sex offenders in the applicant's household.
- ☐ The owner may conduct a criminal background check for a family who requests tenancy at one of their units. The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. The PHA may opt to conduct additional screening to determine whether an applicant is likely to be a suitable tenant. The PHA may deny an applicant based on failure to meet the suitability screening criteria.
- ☐ The owner is responsible for screening and selection of the family to occupy the owner's unit.
- ☐ The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. MO - sec8-annual plan & utility allowance 2024. Revision 1.

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2024 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2024, WITH SAID ADMINISTRATIVE PLAN INCLUDING REVISIONS TO THE UTILITY ALLOWANCES FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED

WHEREAS, the City of Paducah adopted the City of Paducah Administrative Plan for 2024 Housing Choice Voucher Program, effective May 1, 2024, in its entirety on April 9, 2024, by Municipal Order #2877; and

WHEREAS, the Department for Housing and Urban Development (HUD) requires revision to specific language, and this Municipal Order updates the required language.

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

SECTION 1. That the Board of Commissioners revises certain language in the City of Paducah, Kentucky, Administrative Plan for 2024 Housing Choice Voucher Program, effective May 1, 2024, to include specific language required by the Department For Housing and Urban Development.

SECTION 2. That the Mayor is hereby authorized to execute the revised 2024 Annual Plan and Administrative Plan for the Section 8 HCV Program and all other documents related to the adoption of the Administrative Plan.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 14, 2024
Recorded by Lindsay Parish, City Clerk, May 14, 2024

mo\sec8-annual plan & utility allowance 2024 revision 1

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Acquisition of Permanent Drainage Easement for Property located at 2338 S 25th St for the S 24th Street Improvement Project - **M. TOWNSEND**

Category: Municipal Order

Staff Work By: Greg Guebert, Brandy Topper-Curtis,
Melanie Townsend

Presentation By: Melanie Townsend

Background Information: Negotiations have been conducted in good faith with the property owner at 2338 S. 25th St regarding acquiring a portion of a permanent drainage easement (Parcel #3) as required for the S 24th Street Improvement Project. Subsequently, Daniel Jones has agreed to grant the City of Paducah a permanent drainage easement totaling 0.004 acres (168.00 sq. ft.) for the purchase price of \$120.00.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan: Direct contact with the property owner

Funds Available: Account Name: S 24th Street

Account Number: ST0041

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Daniel Jones to acquire a portion of real property located at 2338 S 25th St as a permanent drainage easement in consideration of \$120.00 for the S 24th Street Improvement Project.

Attachments:

1. MO Permanent Drainage Easement - 2338 South 25th Street
2. Jones_2338 S 25th_MOU
3. Jones_2338 S 25th_plat
4. Jones_2338 S 25th St_legal description

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE, PERMANENT DRAINAGE EASEMENT FEE CONSIDERATION, AND ALL OTHER DOCUMENTS NECESSARY WITH DANIEL JONES TO ACQUIRE A PORTION OF REAL ESTATE LOCATED AT 2338 SOUTH 25TH STREET AS A PERMANENT DRAINAGE EASEMENT IN CONSIDERATION OF \$120 FOR THE SOUTH 24TH STREET IMPROVEMENT PROJECT

WHEREAS, the City of Paducah has negotiated in good faith with the property owner, Daniel Jones, at 2338 South 25th Street, regarding acquiring a portion of a permanent drainage easement as required for the South 24th Street Improvement project; and

WHEREAS, this property is owner has agreed to grant the City of Paducah a permanent draining easement totaling .004 acres (168 sq. ft.) for the purchase price of One Hundred Twenty Dollars (\$120); and

WHEREAS, the City of Paducah now wishes to execute the easement.

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

SECTION 1. That the City of Paducah hereby approves and authorizes the Mayor's execution of a Deed of Conveyance, Permanent Drainage Easement Fee Consideration, and all other documents necessary with Daniel Jones to acquire a portion of real property located at 2338 South 25th Street in an amount of \$120 to be used as a permanent drainage easement.

SECTION 2. The purchase price of One Hundred Twenty Dollars (\$120) shall be paid from the South 24th Street Project Account ST0041.

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

GEORGE BRAY, MAYOR

ATTEST:

LINDSAY PARISH, CITY CLERK

Adopted by the Board of Commissioners, May 14, 2024

Recorded by Lindsay Parish, City Clerk, May 14, 2024

mo\Permanent Drainage Easement – 2338 South 25th Street

South 24th Street

Parcel No. 3

Permanent Drainage Easement Fee Consideration

For

Daniel Jones

The City of Paducah plans to execute a roadway improvement project on S. 24th Street. Mr. Jones owns a piece of property at 2338 S. 25th St. that will be impacted by the project. Specifically, the project requires a permanent drainage easement, as shown in Exhibit No. 1 and as described by the attached meets and bounds description, containing 0.004 acres (168.00 sq. ft.).

Based on the value range indications developed by a certified appraiser from comparable sales, the value for like property in the area is \$0.98 per square foot. The City is offering \$0.70 per square foot for a permanent drainage easement, resulting in a fee offering of **168 x \$0.70 = \$120.00**.

If the City's offer of \$120.00 is acceptable, please endorse the appropriate signature lines below indicating that you agree to the negotiated compensation from the City of Paducah in association with the subject Project.



Signature

4/30/24

Date

Signature

Date

24th Street

Parcel No. 3

Permanent Drainage Easement

Daniel Jones

Being a parcel of land located in Paducah, KY and being more particularly described as follows:

Beginning at a point 20.00 feet right of 24th Street at Station 314+14.43 thence North 18°37'12" East a distance of 21.00 feet to a point 20.00 feet right of 24th Street at Station 314+35.43 thence South 71°22'48" East a distance of 16.00 feet to a point 36.00 feet right of 24th Street at Station 314+35.43 thence South 55°55'26" West a distance of 26.40 feet to a point 20.00 feet right of 24th Street at Station 314+14.43 and the POINT OF BEGINNING.

The above described parcel contains 0.004 acres (168.00 sq. ft.)

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Approve Termination of Residential Infill Agreement with EMD Properties, LLC for LaBarri Subdivision - **M. TOWNSEND**

Category: Municipal Order

Staff Work By: Michelle Smolen,
Melanie Townsend
Presentation By: Melanie Townsend

Background Information: The City and EMD Properties entered into a Residential Infill Agreement in November 30, 2023. The City agreed to an eight year agreement for reimbursement of ad valorem taxes up to but not to exceed \$197,991.86. This amount was based on the costs associated with the public infrastructure in with the subdivison.

Since the execution of said agreement, EMD has agreed to sell the development to Willett Enterprises. Under the terms of the agreement, EMD agreed to assign its rights to Willett Enterprises. The City is proposing to terminate the existing Residential Infill Agreement with EMD Properties and enter into a new Residential Infill Agreement with Willett Enterprises. The new Residential Infill Agreement with Willett Enterprises agrees to a ten year agreement for reimbursement of ad valorem taxes up to but not to exceed the same amount of \$197,991.86. The period of eligibility is from July 1, 2024 through June 30, 2034. Also, the agreement includes language that the incentives can not be transferred again.

The termination and new residential infill development agreement shall take effect only upon the closing of the transaction.

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 authorize the Mayor to terminate a Residential Infill Agreement between the City of Paducah and EMD Properties, LLC for reimbursement of Ad Valorem property taxes for La Barri Subdivision for a term of eight (8) years for the period beginning July 1, 2023, through June 30, 2031, and a Not-To-Exceed amount of \$197,991.86.

Attachments:

1. MO Residential Infill Termination – EMD Properties
2. 2023-11-8796_LaBarri_Infill agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A TERMINATION OF RESIDENTIAL INFILL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND EMD PROPERTIES, LLC, FOR LABARRI SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID TERMINATION AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on November 30, 2023, the Board of Commissioners authorized a Residential Infill Agreement with EMD Properties, LLC with Ordinance No. 2023-11-8796 for reimbursement of ad valorem taxes based on costs associated with the public infrastructure in the subdivision; and

WHEREAS, since the execution of said agreement, EMD Properties, LLC has agreed to sell the development to Willett Enterprises, Inc.; and

WHEREAS, the City of Paducah now wishes to terminate the existing Residential Infill Agreement with EMD Properties, LLC and wishes to enter into a new Residential Infill Agreement with Willett Enterprises, Inc.

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

SECTION 1. Recitals. That the City of Paducah hereby approves a Termination of Residential Infill Agreement by and between the City of Paducah and EMD Properties, Inc. as attached hereto and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Termination of Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Termination, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Termination of Residential Infill Development Agreement.

SECTION 2. Severability. If any section, paragraph or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining parts of this Municipal Order.

SECTION 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Municipal Order were taken

in an open meeting of this City Commission and that all deliberations of the City Commission and of its committees, if any which resulted in formal action, were in meetings open to the public in full compliance with applicable legal requirements.

SECTION 4. Effective Date. 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, May 14, 2024
Recorded by Lindsay Parish, City Clerk, May 14, 2024

MO\Residential Infill Termination – EMD Properties

Exhibit A

TERMINATION OF RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS TERMINATION OF RESIDENTIAL INFILL DEVELOPMENT AGREEMENT is made and executed on this ____ day of _____, 2024, by and between the CITY OF PADUCAH, KENTUCKY, P.O. Box 7265, Paducah, Kentucky 42002-7265, hereinafter referred to as “City,” and EMD Properties, LLC, 3936 Alameda Crescent, Paducah, KY, hereinafter referred to as “EMD”.

W I T N E S S E T H :

WHEREAS, the City and EMD entered into a certain Residential Infill Development Agreement dated November 30, 2023 (“Agreement”), whereby the City agreed to provide certain incentives related to EMD’s development of La Barri Subdivision located in Paducah, McCracken County, Kentucky (the “Development”);

WHEREAS, since execution of said Agreement, EMD has entered into an agreement dated _____, 2024 (the “Purchase Agreement”) pursuant to which EMD agreed to sell the Development to a third party, Willett Enterprises, Inc. (the “Purchaser”); and

WHEREAS, under the terms of the Purchase Agreement entered into between EMD and the Purchaser, EMD agreed to assign its rights under the Agreement to the Purchaser; and

WHEREAS, rather than assign the Agreement, the parties wish to terminate the Agreement, so that the City may enter into a separate agreement with the Purchaser in regard to the Development;

NOW, THEREFORE, in consideration of the foregoing premises, the City and EMD hereby agree as follows:

1. Termination. the Residential Infill Development Agreement dated November 30, 2023 shall be terminated and shall be of no legal force and effect upon the Effective Date, as defined below.
2. Effective Date. This Termination shall take effect only upon closing of the transaction between EMD and the Purchaser as contemplated under the Purchase Agreement (“Effective Date.”) In the event that the Purchase Agreement is terminated prior to closing, this Termination shall be of no force and effect, and Residential Infill Development Agreement entered into between EMD and the City shall remain in effect.

WITNESS our signatures as of the date first above written.

CITY OF PADUCAH, KENTUCKY

EMD PROPERTIES, LLC

By: _____
George Bray, Mayor

By: _____

Title: _____

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2024 by George Bray, Mayor of the City of Paducah, Kentucky, on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2024 by _____, _____ of EMD Properties, LLC, on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

HAVE SEEN AND AGREED:

By: _____

Title: _____

ORDINANCE NO. 2023-11-8796

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RESIDENTIAL INFILL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND EMD PROPERTIES, LLC, FOR LABARRI SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on February 12, 2019, the Paducah Board of Commissioners adopted Ordinance No. 2019-2-8560, authorizing the Mayor to sign the final plat of subdivision entitled LaBarri 1720 & 1740 Holt Road, Paducah, KY; and

WHEREAS, the developer EMD Properties, LLC provided an Escrow Agreement of \$250,000 for the completion of public roadways, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plans and the City's specifications; and

WHEREAS, on November 14, 2022, the City Engineer accepted all public improvements for maintenance consisting of roadways, storm sewers, sidewalks, easements, and rights-of-way within the LaBarri Subdivision; and

WHEREAS, during the construction of public infrastructure for LaBarri Subdivision EMD incurred costs of \$197,997.86; and

WHEREAS, the City now desires to enter into a Residential Infill Agreement for reimbursement of those costs, up to the ad valorem property tax received on the property, or the cost of the public improvement, whichever is the least.

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

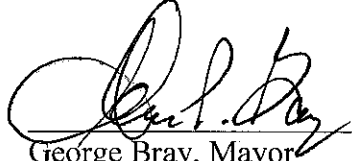
SECTION 1. Recitals. That the City of Paducah hereby approves a Residential Infill Agreement by and between the City of Paducah and EMD Properties, LLC, as attached hereto and made part hereof, for a total rebate not to exceed \$197,991.86. Said Agreement shall be for a term of eight (8) years. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining parts of this Ordinance.

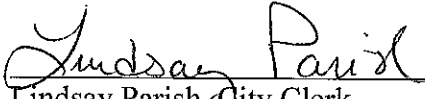
SECTION 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of the City Commission and of its committees, if any which resulted in formal action, were in meetings open to the public in full compliance with applicable legal requirements.

SECTION 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 5. Effective Date. 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, November 14, 2023
Adopted by the Board of Commissioners, November 28, 2023
Recorded by Lindsay Parish, City Clerk, November 28, 2023
Published by *the Paducah Sun*, December 1, 2023

\\ord\plan\Residential Infill Agreement – LaBarri Subdivision

Exhibit A
LA BARRI SUBDIVISION RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

LA BARRI SUBDIVISION
RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this _____ day of _____, 2023, by and between the City of Paducah, Kentucky, a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and EMD Properties, LLC, 3936 Alameda Crescent, Paducah, KY, a Kentucky Limited Liability Company (hereinafter referred to as "Developers").

WITNESSETH:

WHEREAS, Developer is the owner of tract real property consisting of 6.15 acres, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat, which is entitled, "Final Subdivision Plat, La Barri, dated January 9, 2019, by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P.L.S. No. 3732) is attached hereto; and

WHEREAS, Developers has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developers' development of said tract of property as a subdivision for residential purposes from the Planning Commission on September 17, 2018 and by Board of Commissioners on February 12, 2019, Ordinance No. 2019-2-8560, which approval is evidenced by the Final Plat recorded in Book: CABM, page 1366-1366, in the McCracken County Clerk's office.

WHEREAS, Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky, and suitable for urban development without unreasonable delay; and

WHEREAS, it would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, eligible public infrastructure and improvements which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements may include without limitation the improvement to existing transportation facilities owned and operated by the Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"); the construction or improvement to local streets, curbs, gutters, sidewalks, and storm sewer conveying systems (hereinafter referred to as "Eligible Public Improvements") as depicted in Developer's Development, which upon completion and acceptance by the appropriate governing body that may include without limitation either or both the City and KYTC (hereinafter referred to as the "Government") shall become the property of the Government. The final approval and acceptance of the Eligible Public Improvements shall be determined by the Government having jurisdictional authority over the Eligible Public Improvements' construction, completion, and acceptance ; and

WHEREAS, for reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance, the City is agreeable to reimbursing Developer for the cost and expenses incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of \$197,991.86, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for eight (8) years beginning July 1, 2023 through June 30, 2031 (hereinafter referred to as "Period of Eligibility") the lesser to apply.

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

1. Construction/Improvements of Eligible Public Improvements. Developer shall construct within Developer's Development the public infrastructure and improvements which are necessary for the provision of public safety and municipal services by the Government defined herein as Eligible Public Improvements. All Eligible Public Improvements shall be located within an existing and/or proposed public right-of-way(s) and/or public easements to be dedicated by the plat of Developer's Development or shown as an improvement to existing publicly owned surface transportation infrastructure. The City Engineer and/or the Government having jurisdictional authority shall have the right to inspect all construction of the Eligible Public Improvements during the construction process to ensure that construction of such Eligible Public Improvements are in compliance with the Developer's Development and in compliance with the applicable minimum standards and requirements, including without limitation building codes, zoning laws, or other applicable federal, state or local laws or ordinances of the Government having jurisdictional authority.

2. Acceptance by the Government. Upon completion of construction of the Eligible Public Improvements, the improvements shall be inspected by the Government having jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies are in need of correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer

completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government, having jurisdictional authority, shall thereafter maintain the Eligible Public Improvements at the Government's costs. Notwithstanding the foregoing, it is agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvement's that do not meet the minimum standards of the Government.

3. Reimbursement to Developer for Costs and Expenses of Constructing Eligible Public Improvements. In consideration of Developer's construction of Eligible Public Improvements, which are to become the property of the Government having jurisdictional authority, the City hereby agrees to reimburse Developer for any cost and expense incurred by the Developer for the construction cost of the subject improvement to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on Developer's Development during the Period of Eligibility, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements which are constructed in accordance with the Developer's Development and are ready to be accepted by the Government shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expense associated with the Developer's overhead, profit or any other related expense shall not be considered for reimbursement. The determination of which costs and expenses are eligible and whether construction and completion of the Eligible Public Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement at that point in time when the Developer has fully completed construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before May 31 of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses which were incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied with the Developer's supporting construction documentation attached to each request that verifies the costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide to the City Engineer any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

D. Review and Approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the Reimbursement. As part of the evaluation, the City Engineer shall also make a determination that the Eligible Public Improvements were constructed in accordance with the Developer's Development. In the event the City Engineer makes a determination that the Eligible Public Improvements, or any party thereof, were not constructed in accordance with such minimum Government standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under this Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with Developer, and any engineer, contractor, or subcontractor with whom the Developer associated with prior to or during the construction of such Eligible Public Improvement.

E. Upon approval of eligibility of any Reimbursement for the Eligible Public Improvements. The City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to Finance Department of the City of Paducah.

F. Reimbursement from Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

(1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility. In the event such sum total amount exceeds the sum total of eligible Reimbursement, the City's obligation of Reimbursement shall terminate upon full payment of such Reimbursement.

(2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.

(3) Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's Development shall be utilized in determining the Reimbursement described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.

(5) Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

(6) Arbitration. Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

(a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.

(b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.

(c) The decision in writing of the arbitrator, when filed with the parties hereto, shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

(7) Miscellaneous Provisions. The following miscellaneous provisions shall apply:

A. Notices. All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

B. Other Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

C. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.

D. Entire Agreement. This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

E. Amendments. This Agreement may not be modified or amended unless by a writing signed by both parties hereto.

F. Time. All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.

- G. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Developer shall not assign his/her rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.
- I. Effective Date of Agreement. The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah.
- j. Assurances. The Developer agrees to execute such further documents and instruments as shall be necessary to carry out the terms of this Agreement fully.

CITY OF PADUCAH

EMD PROPERTIES, LLC

By: _____
George Bray, Mayor, City of Paducah

By: _____

Date: _____, 20__

Date: _____, 20__

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Member, on behalf of _____

My commission expires _____.

Notary Public, State at Large

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Approve a Residential Infill Agreement with Willett Enterprises, Inc for LaBarri Subdivision Not to Exceed \$197,991.86 - **M. TOWNSEND**

Category: Municipal Order

Staff Work By: Michelle Smolen, Melanie
Townsend, Lindsay Parish
Presentation By: Melanie Townsend

Background Information: The City and EMD Properties entered into a Residential Infill Agreement in November 30, 2023. The City agreed to an eight year agreement for reimbursement of ad valorem taxes up to but not to exceed \$197,991.86. This amount was based on the costs associated with the public infrastructure in with the subdivison.

Since the execution of said agreement, EMD has agreed to sell the development to Willett Enterprises. Under the terms of the agreement, EMD agreed to assign its rights to Willett Enterprises. The City is proposing to terminate the existing Residential Infill Agreement with EMD Properties and enter into a new Residential Infill Agreement with Willett Enterprises. The new Residential Infill Agreement with Willett Enterprises agrees to a ten year agreement for reimbursement of ad valorem taxes up to but not to exceed the same amount of \$197,991.86. The period of eligibility is from July 1, 2024 through June 30, 2034. Also, the agreement includes language that the incentives can not be transferred again.

The termination and new residential infill development agreement shall take effect only upon the closing of the transaction.

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 authorize the Mayor to terminate a Residential Infill Agreement between the City of Paducah and Willett Enterprises for reimbursement of Ad Valorem property taxes for La Barri Subdivision for a term of ten (10) years for the period beginning July 1, 2024, through June 30, 2034, and a Not-To-Exceed amount of \$197,991.86.

Attachments:

1. MO Residential Infill – LaBarri Willett Enterprises

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A RESIDENTIAL INFILL
AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND
WILLETT ENTERPRISES, INC, FOR LABARRI SUBDIVISION AND
AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND
ALL DOCUMENTS RELATED TO SAME

WHEREAS, on November 30, 2023, the Board of Commissioners authorized a Residential Infill Agreement with EMD Properties, LLC with Ordinance No. 2023-11-8796 for reimbursement of ad valorem taxes based on costs associated with the public infrastructure in the subdivision; and

WHEREAS, since the execution of said agreement, EMD Properties has agreed to sell the development to Willett Enterprises, Inc.; and

WHEREAS, the City of Paducah has terminated the existing Residential Infill Agreement with EMD Properties and wishes to enter into a new Residential Infill Agreement with Willett Enterprises, LLC.

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

SECTION 1. Recitals. That the City of Paducah hereby approves a Residential Infill Agreement by and between the City of Paducah and Willett Enterprises, Inc. as attached hereto and made part hereof, for a total rebate not to exceed \$197,991.86. Said Agreement shall be for a term of ten (10) years. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

SECTION 2. Severability. If any section, paragraph or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining parts of this Municipal Order.

SECTION 3. Compliance with Open Meetings Laws. The City Commission hereby finds

and determines that all formal actions relative to the adoption of this Municipal Order were taken in an open meeting of this City Commission and that all deliberations of the City Commission and of its committees, if any which resulted in formal action, were in meetings open to the public in full compliance with applicable legal requirements.

SECTION 4. Effective Date. 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, May 14, 2024
Recorded by Lindsay Parish, City Clerk, May 14, 2024

MO\Residential Infill – LaBarri Willett Enterprises

Exhibit A

LA BARRI SUBDIVISION RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this _____ day of _____, 2024, by and between the City of Paducah, Kentucky, a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and _____, a Kentucky _____ of _____ (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer has entered into an agreement with EMD Properties, LLC (hereinafter "EMD") to purchase a tract real property consisting of 6.15 acres (the "Development"), which is located in McCracken County, Kentucky. A document describing the real property, set forth in Final Plat, which is entitled Final Subdivision Plat, La Barri, dated January 9, 2019, by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P. L. S. No. 3732) is attached hereto as Exhibit A; and

WHEREAS, City and EMD are parties to a Residential Infill Development Agreement ("Prior Agreement") dated November 30, 2023, a copy of which is attached hereto as Exhibit B; and

WHEREAS, pursuant to the Prior Agreement, EMD agreed to construct certain Eligible Public Improvements (as defined therein), and the Eligible Public Improvements were to become the property of either the City or the Kentucky Transportation Cabinet ("KYTC" and together with the City, the "Government"), as applicable, upon inspection and acceptance; and

WHEREAS, pursuant to the Prior Agreement, the City agreed to reimburse EMD for expenses associated with construction of Eligible Public Improvements, in an amount not to exceed \$197,991.86, or the amount of ad valorem real property taxes realized by the City resulting from the Development for a period of eight (8) years beginning July 1, 2023, through June 30, 2031, the lesser to apply; and

WHEREAS, EMD has constructed the Eligible Public Improvements, and such improvements were inspected, approved, and accepted by the City Engineer and the improvements have become property of the Government; and

WHEREAS, EMD did not request reimbursement from the City for the cost of such Eligible Public Improvements prior to conveying the Development to Developer and the Residential Infill Development Agreement between the City and EMD will be terminated upon EMD's transfer of the property to Developer at closing; and

WHEREAS, the City and Developer now desire to enter into this agreement to allow Developer, as the current owner of the Development, to request payment for the Eligible Public Improvements;

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

1. Payment to Developer for Eligible Public Improvements. The City agrees to pay Developer for the cost and expense incurred by EMD under the Prior Agreement for construction of the Eligible Public Improvements, in the amount of \$197,991.86, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on the Development for a period of ten (10) years beginning July 1, 2024, through June 30, 2034 (the "Period of Eligibility"), the lesser to apply.

2. Requests for Payment. On or before May 31 of any calendar year, Developer may request payment from the City in an amount equal to the total ad valorem real property taxes realized and collected by the City against the real property located in the Development during the Period of Eligibility. Developer shall submit such request in writing to the City Engineer's Office. The City Engineer's office shall present the request to the Finance Department, who shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

- A. Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's Development shall be utilized in determining the payments described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.
- B. Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.
- C. The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility.
- D. The City's obligation of payment hereunder shall terminate the earlier of 1) such time as payments from the City to the Developer equal \$197,991.86, or 2) upon expiration of the Period of Eligibility,

3. No Transfer/Assignment. The rights and obligations of Developer hereunder shall not be transferred or assigned by Developer to any third-party purchaser or transferee of the Development, and no transfer or sale of the Development shall release Developer from any of its obligations hereunder. In no event shall the City be obligated to offer the incentives offered to Developer hereunder to a third-party purchaser or transferee of the Development.

4. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

A. Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

B. Notices. All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

C. Other Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

D. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.

G. Entire Agreement. This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

H. Amendments. This Agreement may not be modified or amended unless by a writing signed by both parties hereto.

I. Time. All times referenced herein shall be strictly construed, as all of such times shall be deemed of the essence.

J. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns.

L. Effective Date of Agreement. The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah, subject to the contingencies contained in paragraph M below.

M. Contingency. The parties acknowledge that closing on the transaction between EMD and Developer is scheduled for June 4, 2024. Developer shall notify the City if closing is delayed, or if the purchase agreement between Developer and EMD is terminated. In the event that Developer does not purchase the Development from EMD, then this Agreement shall be void and of no force or effect.

N. Assurances. The Developer agrees to execute such further documents and instruments as shall be necessary to carry out the terms of this Agreement fully.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the date first stated above.

CITY OF PADUCAH

DEVELOPER:

By: _____
George Bray, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Authorize an Agreement with Kemper CPA Group for Financial Statement Auditor Services for City of Paducah, KY for fiscal years FY2024 through FY2026 - **J. PERKINS**

Category: Municipal Order

Staff Work
By: Audra
Herndon
Presentation
By: Jonathan
Perkins

Background Information:

KY Revised Statute 91A-040 requires an annual audit of each fund of the City by an auditor of public accounts or a certified public accountant. The City is also subject to the Federal Single Audit Act for audit reporting requirements. The independent certified public accounting firm of Kemper CPA Group, LLP has conducted this audit, and all the requirements associated with the Single Audit Act as well as the Government Finance Officers Association (GFOA) Annual Comprehensive Financial Report (ACFR) certificate of achievement program, for the last several years.

The ACFR (Annual Comprehensive Financial Report) for the upcoming fiscal years (FY2024-FY2026) for the City of Paducah continues to need a local firm with available staff and appropriate experience to assist City staff to achieve continued success to obtain the GFOA Certificate of Achievement program award. The next few years will thoroughly test any financial auditor with challenges surrounding continuous pronouncement implementations from the Government Accounting Standards Board (GASB) the City's continuing implementation of new financial software (fleet, other) and the never-ending changes involved with municipal government accounting systems.

To provide continuity, and staff sanity during the next few years, remaining with our current auditing partner makes absolute sense.

Kemper CPA Group, LLC has agreed to a total fixed price for all 3 years, in total, not to exceed \$189,000.

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: Authorize Mayor to sign all necessary documents to accept the proposal of Kemper CPA Group, LLP for the preparation of the City's financial audits (and related ACFR – Annual Comprehensive Financial Reports, forms, schedules, reviews, etc.) for the fiscal years ending June 30, 2024, 2025 and 2026. Total audit fee not to exceed \$189,000.

Attachments:

1. MO audit FY2024-FY2026
2. FY2024-2026 Audit Proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF KEMPER CPA GROUP, LLP FOR PROFESSIONAL SERVICES RELATED TO THE PREPARATION OF THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORTS FOR FISCAL YEARS ENDING JUNE 30, 2024, 2025, AND 2026, IN AN AMOUNT NOT TO EXCEED \$189,000 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, AS FOLLOWS:

SECTION 1. That the City of Paducah accepts the proposal of Kemper CPA Group, LLP for the preparation of the City's Comprehensive Annual Financial Reports for Fiscal Years ending June 30, 2024, 2025, and 2026 for a total sum not to exceed \$189,000, and authorizing the Mayor to execute all documents relating to same.

SECTION 2. This agreement shall be funded through various audit accounts.

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, May 14, 2024
Recorded by Lindsay Parish, City Clerk, May 14, 2024
\\MO\\ audit FY2024-FY2026

Audit Proposal for the City of Paducah

March 28, 2024

Prepared by:

David Hampton, CPA, Partner
Kemper CPA Group

Prepared for:

Jon Perkins Director of Finance
City of Paducah

Letter of Introduction

City of Paducah
Attn: Jon Perkins

Re: Request for Proposal for Financial Statement Audit

Thank you for the invitation to offer a proposal to provide professional audit services for the City of Paducah for three years beginning with the year ending June 30, 2024. At Kemper CPA Group LLP we place high importance on the associations we have built within the governmental sector and appreciate the opportunity to develop a long-lasting relationship with your organization.

Kemper CPA Group LLP is built upon a tradition of integrity, industry leadership, and excellence. We strive to take our client relationships beyond a compliance commodity. During the engagement, we get the experience of becoming part of your team, which adds value and affords us the opportunity to exceed your expectations.

Our audit and tax expertise spans over 60 years, and we understand the City of Paducah's request to partner with a firm committed to quality work with extensive experience. Our quality approach begins by providing a team of dedicated individuals to each engagement, and we consider the uniqueness of each audit. We will respond promptly and efficiently to your audit and accounting needs.

The accompanying proposal to provide professional audit services to the City of Paducah includes additional information on our firm's history and philosophy. If you have any questions or require additional information please feel free to contact us.

We look forward to hearing from you and appreciate your consideration to serve the City of Paducah.

Sincerely,

Daivd Hampton, CPA

Partner

Kemper CPA Group, LLP



The Kemper Story

Kemper CPA Group LLP was founded by Morris E. Kemper in 1958 out of a desire to serve his friends and neighbors in Mt. Carmel, Illinois, the place he called home. The relationships he built with his neighbors-turned-clients and the trust that grew as a result laid a solid foundation that enabled him to grow his public accounting practice in Mt. Carmel and eventually to expand into nearby communities.

Today the firm that Morris envisioned has transformed into one of the 100 largest public accounting practices in the nation, yet relationships remain central to Kemper CPA Group's client service philosophy. Our partners and staff are invested in the communities where they live and work, and building lasting relationships with clients is the goal of every engagement.

In addition to expanding geographically, Kemper CPA Group has developed and expanded skills, services, and resources to meet the ever-changing challenges and needs of our clients. With more than 350 highly-skilled partners and staff in 28 offices throughout Indiana, Illinois, Kentucky, and California, Kemper CPA Group offers accounting, auditing, and consulting services, as well as specialized services such as medical practice management, technology consulting, payroll services, and wealth management.

Success is defined in many ways. For Kemper CPA Group LLP, we understand that we can only be as successful as our collective clientele which is why we devote our sincere client focus and passionate attention to each client's success.

Our Mission

The partners and staff of Kemper CPA Group LLP are dedicated to providing high quality professional services to our clients. We will maintain the highest moral, ethical and professional standards as we strive to create challenging and rewarding careers for our partners and staff. We realize that we can only be as successful as our collective clientele; therefore, we dedicate all of our resources to the long-term success and general well-being of our clients.



Services

Providing Diverse Solutions

Fine business suits are easy to come by, but you wouldn't buy a one-size-fits-all suit, and you shouldn't settle for accounting services that don't meet your needs. At Kemper CPA Group LLP, we start with the wide range of professional accounting services you would expect of a Top 100 accounting firm and tailor them to provide you with a solution that fits.

All of our services come with our commitment to building lasting client relationships and our desire to help you achieve more. Our client base is diverse, and your changing needs keep us searching for innovative ways to help you discover – and make the most of – opportunities for growth and long-term success.

**Business solutions that align
with your organization's needs.**



Accounting, Audit & Tax

- Accounting and Auditing
- Bookkeeping
- Business Consulting
- Tax Services
- Outsourced Accounting



Payroll

- Payroll & Tax
- Time & Attendance
- Workforce Management



Technology

- Network
- Software
- Web



Advisory Services

- Business Valuation & Forensic Accounting
- Talent Acquisition
- Wealth Management
- Healthcare Consulting & Management
- Virtual CFO/Controller Services
- Retirement Plan Services

Audit Approach

Kemper CPA Group uses PPC Audit and Accounting Guides as the firm's quality control documents and Industry Audit Guides. The PPC Audit and Accounting Guides are used by more practitioners than any other audit guidance available in the market today.

We will begin with the PPC's Guide to local government and e-SMART Practice Aids general audit programs and then make adjustments to the programs so that they are specifically tailored to your organization. These adjustments will be considered in connection with the planning phase of the audit. We consider the planning phase to be the key phase in your audit. During this time we will gain a thorough understanding of your organization and the various systems that you have in place. This process will serve two functions. First, it will be the basis for understanding your organization not only for the current year but for any future periods. Secondly, it will allow us to tailor our audit procedures to focus more time and procedures on the higher audit risk areas and minimize the time that is spent on insignificant/low-risk audit areas. This process will produce a more efficient overall audit and consist of a minimum of thirty professional hours.

In our initial request, we include general documentation and information on the City of Paducah which will assist us in establishing our permanent files (historical, legal, and contractual information) and gaining an understanding of the organization. After we have reviewed this information, we will meet with you to accomplish two goals. First, we will complete the planning documentation checklists and secondly, we will perform walk-throughs for all of your transaction cycles. These two tasks will provide us with a very good understanding of your organization, the audit risks that we will need to address, and the identification of disclosure issues.

After analyzing this information, we will assess the amount of work that can be completed in our preliminary work for each audit year, and then provide you with the second client assistance request.

After the completion of the preliminary audit procedures, we will provide you with the final client assistance request. This request would address all of the anticipated information needed in order to complete the audit fieldwork procedures and reporting disclosures as soon as possible after the conclusion of our fieldwork procedures. We will work with you to utilize any internal documents that you create either on a monthly, quarterly, or annual basis. Our goal is not to create new documents and added work for your staff, but rather to audit the documentation that is available. During the fieldwork, i.e., when our staff is at your office, we will funnel all of our questions through the individual(s) that you have identified as our contact(s). We will attempt to consolidate our questions together so as to minimize your interruptions to your daily routine while at the same time maintaining efficiency in completing the required audit procedures.

Kemper CPA Group LLP strictly adheres to maintaining proper engagement independence as prescribed by the AICPA Code of Professional Conduct and in accordance with auditing standards generally accepted in the United States of America. Engagement independence compliance is thoroughly evaluated at the beginning of each audit and appropriate action is taken on any known threats to reduce them to an acceptable level, or when appropriate to withdraw from the engagement. We have no known conflicts of interest and are independent with respect to the City of Paducah.

Your Engagement Team



David Hampton, CPA, Partner

David Hampton, CPA is the Partner-in-Charge of the Paducah office. He is a Murray State University graduate and partner with twenty-six (26) years of public accounting experience in numerous governmental and non-profit audits. David serves on the firm's quality control committee to ensure firm engagements continue to meet firm and professional standard requirements. David has recent (within the last five years) experience in numerous Single Audits of both governmental and non-profit organizations, including public utilities, special purpose entities, school boards, and cities. He has been the partner in charge of the City of Paducah audit engagements for the past several years. David will be responsible for managing and assisting with various parts of the fieldwork should we continue to be the City's auditor.



Ron Halter, CPA, Partner

Ron Halter, CPA is Kemper CPA Group's firm director of quality control and is a partner with thirty-seven (37) years experience in quality control assurance including independent quality control review of the firm's hospital, school district, college, university, governmental, non-profit, and single audits. Ron is also available to assist with complex reporting issues. Workpapers and reports for all single audits and initial year GAO audits are reviewed by Ron's department before issuance.



Christopher Hampton, CPA, Manager

Christopher Hampton, CPA is a manager who graduated from Murray State University in 2012 and has eight (8) years of public accounting experience in governmental and non-profit audits. He has become a vital part of our audit staff since joining Kemper CPA Group, LLP in October of 2021.

Lauren Delaney, Supervisory Staff Accountant

Lauren Delaney is a supervisory staff accountant who graduated from Murray State University in 2021 and interned with us during the summers of 2019 & 2020 before joining Kemper in July of 2021. She has six (6) years of public accounting auditing experience in governmental and non-profit audits including the City of Paducah.

Ogden Hackett, Staff Accountant

Ogden Hackett is a staff accountant who graduated from Murray State University in 2021 and interned with us during the summers of 2019 & 2020 before joining Kemper in July of 2021. He has three (3) years of public accounting auditing experience in governmental and non-profit audits including the City of Paducah.

*Junior staff will be assigned as appropriate and as scheduling is determined.



Industry Experience

With the selection of Kemper CPA Group LLP, your organization benefits from our commitment to deliver quality in all we do. It begins with an audit, tax, and consulting team with well over 45 years of combined experience with not-for-profit, governmental, and for-profit clients.

Our staff has extensive experience within the governmental sector. With clients ranging from those with annual revenues as low as \$25,000 to over \$100 million. A review of our client list shows local school districts, colleges, townships, non-profit health and welfare services, boys and girls clubs, country clubs, local foundations, various Economic Development organizations, and college fraternities and sororities among the organizations we serve.

The Kemper staff is committed to timeliness, accuracy, and availability throughout the audit engagement. Our availability allows dialogue with management throughout the audit process encouraging cooperation and eliminating surprises. We view our involvement with your engagement as an important business partnership with a valuable organization in our community.

Client References:

- City of Calvert City
- McCracken County Board of Education
- Barkley Regional Airport Authority

Additional references are available upon request.

"The roadmap to our success begins and ends with the success of our clients. In addition to performing our required professional duties, Kemper CPA Group LLP staff is motivated to maintain "client-centricity" which is a close and constructive relationship with our clients."



Explanation of Services

We will audit the financial statements for the year ended June 30, 2024, 2025 and 2026, of the City of Paducah. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

Deliverables:

- Presentation of the results of the audit and the management letter to the City Council.
- Assist in the preparation of your Annual Comprehensive Financial Report.

Audit Timeline

Planning - June

Start of Fieldwork - September

Reporting - November 15th

Anticipated Delivery - December 15th

Your Investment

Audit of financial statements performed and issue a report thereon in accordance with generally accepted auditing standards in the United States of America.

Audit Fee

DESCRIPTION	FEE
Audit of the Annual Comprehensive Financial Report (ACRF) FY 2024	\$60,500
Audit of the Annual Comprehensive Financial Report (ACRF) FY 2025	\$63,000
Audit of the Annual Comprehensive Financial Report (ACRF) FY 2026	\$65,500

Our fee proposal includes a provision for the price of printing the CAFRs, the electronic media report, copy charges, and out-of-pocket expenses. Our fee proposal also is prepared based on professional standards currently in effect or presently known as of the date of this proposal to be effective during future years with the understanding that future professional standards "significantly" affecting the required scope of our services are beyond our control and if such items did arise during subsequent fiscal periods we would work with you to reach a mutually agreeable solution for those subsequent periods.

The fee proposal does not include additional services outside the scope of the audit engagement proposal. You may request that we perform additional services not addressed in this proposal. If this occurs, we will communicate with you regarding the scope of the additional services, and the estimated fees and we will not perform such services nor request compensation for such services without your prior written approval.

Report on the Firm's System of Quality Control

October 31, 2022

To the Partners of Kemper CPA Group LLP
and the Peer Review Committee of the Indiana CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP (the firm) in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Kemper CPA Group LLP has received a peer review rating of *pass*.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Authorize a Contract with Lake Assault Boats, LLC for the purchase of a multi-purpose fire and rescue boat for the Paducah Fire Department in the amount of \$697,600 - **S. KYLE**

Category: Municipal Order

Staff Work By: Joseph Burton,
Nathan Torian
Presentation By: Steve Kyle

Background Information: May 9, 2023 the Board of Commissioners authorized the application for the 2023 Port Security Program Grant with Municipal Order No. 2736 for the purchase of a multi-purpose fire and rescue boat for the Fire Department to respond to water-based emergencies.

September 5, 2023 the City of Paducah received notice of successfully securing a total award of \$543,750 accompanied with a required local match of 25% and authorized accepting the reward to execute purchase of the boat with Municipal Order No. 2782.

February 2024, the City of Paducah advertised a Request for Bids for the purchase of an all welded aluminum 32' progressive V hull with a CBRN cab and a fire pump with minimum capacity of 1500 gal./min. capable of responding to water-based emergencies in all weather conditions. No sealed bids were received.

Due to receiving no bids, March 2024, the City of Paducah reached out to Lake Assault LLC, Silver Ships, and Munson Boats, all respected ship builders, for a Request for Quote to purchase utilizing a Cooperative Purchasing Program. Quotes were received from all three manufactures.

After evaluation, Lake Assault, LLC was selected to commission for the build of the boat, utilizing the GSA (U.S. General Services Administration) Contract GS07F069DA and Part Number LAB32/10.5FB-FB-KY.

The purchase price of \$697,600 will be funded by \$523,200 from the awarded Port Security Program Grant and \$174,400 from the required 25% local match authorized in Municipal Order No. 2782.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 2023 Port Security Grant

Account Number: FI0041

Staff Recommendation: Approve the purchase of a multi-purpose fire and rescue boat from Lake Assault Boats, LLC in the amount of \$697,600.

Attachments:

1. MO contract - Lake Assault Boats LLC - fire and rescue boat
2. Paducah-Lake Assault with attachemnt A final Signed

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAKE ASSAULT BOATS, INC. THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION FOR THE PURCHASE OF A MULTI-PURPOSE FIRE AND RESCUE BOAT FOR THE PADUCAH FIRE DEPARTMENT IN THE AMOUNT OF \$697,600

WHEREAS, On May 9, 2023, the Board of Commissioners authorized the application for the 2023 Port Security Program Grant with Municipal Order No. 2736 for the purchase of a multi-purpose fire and rescue boat for the Fire Department to respond to water-based emergencies; and

WHEREAS, On September 5, 2023, the City of Paducah received notice of successfully securing a total award of \$543,750 accompanied with a required local match of 25% and authorized accepting the reward to execute the purchase of the boat with Municipal Order No. 2782; and

WHEREAS, the City of Paducah now wishes to purchase a Multi-Purpose Fire and Rescue Boat from Lake Assault Boats, Inc. through the GSA (U.S. General Services Administration) Contract GS07F069DA; and

WHEREAS, this purchase is made through the GSA, and thus no competitive sealed bidding is required.

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

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute the contract with Lake Assault Boats, Inc. and all documents necessary to complete the purchase of a Multi-Purpose Fire and Rescue Boat in the amount of \$697,600 through GSA (U.S. General Services Administration) Contract GS07F069DA.

SECTION 2. This purchase shall be charged to the 2023 Port Security Grant Project Account Number FI0041. The purchase price of \$697,600 will be funded by \$523,200 from the awarded Port Security Program Grant and \$174,400 from the required 25% local match authorized in Municipal Order No. 2782.

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, May 14, 2024

Recorded by Lindsay Parish, City Clerk, May 14, 2024

MO\contract - Lake Assault Boats LLC – fire and rescue boat



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

06 May 2024

ORDER AGREEMENT

THIS AGREEMENT is made and executed the 6 Day of May 2024, by and between City of Paducah Kentucky Fire Department, 300 South 5th St, PO Box 2267, Paducah KY42002 hereinafter referred to as "Paducah Fire", and Lake Assault Boats, LLC, 1 Clough Ave., Superior, WI 54880, hereinafter referred to as the "Seller".

WITNESSETH.

Paducah Fire and Seller, for the consideration hereinafter stated, agree as follows:

1. The Seller shall provide One (1) Mono hull Style Fire Boat or Patrol Boat & Equipment.
2. This is a firm price contract wherein Paducah Fire agrees to pay the Seller **\$697,600.00 USD** plus any applicable tax as full and complete payment for the Fire Boat (GSA contract GS07F069DA and Part number LAB32/10.5FB-FB-KY), and the equipment listed in the specifications. Included in the contract price is a 1-year bow to stern warranty and 5-year Structural Limited Warranty on hull, deck and cabin aluminum parts.
3. Owner shall provide proof of exemption from all transaction taxes upon execution of this Contract. Upon verification of such exemption from transaction by Owner, Contractor shall certify that included in the Contract Price are all United States, State, County, City, and other taxes, assessments and duties lawfully imposed in connection with the transfer of the Vessel to Owner, or the purchase of materials, supplies and equipment to be used in the performance of this Contract or which are assessed or levied against the Vessel and material, supplies and equipment to be used in the performance of this Contract.
4. Contractor shall not be required by Owner to perform any work other than the work described in this Contract without a Change Order. Any additional work performance by Contractor without a Change Order shall be at Contractors sole cost and expense. All Change Orders (a) shall be documented in writing, (b) shall be signed by Owner and Contractor before any work affected by the Change Order has been performed, and (c) shall document (1) the nature of the change in the work, (2) the amount of the adjustment in the payments due to Contractor hereunder, if any, and (3) the extent of the adjustment in the time for performance of the work by Contractor hereunder, if any. Adjustments in the payments due to Contractor hereunder shall be based on (1) mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data to permit evaluation or (2) if such a lump sum amount cannot be agreed upon by Owner and Contractor, unit prices or hourly rates as set forth in the Contract or subsequently agreed upon. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including without limitation all direct and indirect costs associated with such change and any and all adjustments to the schedule of any work affected thereby.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

5. Payments to the Seller by Paducah Fire shall be made in 4 payments as follows: 50% of the Contract price (\$348,800.00 USD) due upon award of contract. 30% of the Contract price (\$209,280.00 USD) is due upon final hull weld out. 10% of the contract price (\$69,760.00 USD) is due upon installation of propulsion engines. Final 10% of the Contract price (\$69,760.00 USD) is due upon delivery and acceptance of the Fire Boat/Patrol Boat.

6. The Contract Documents consist of the documents identified herein included and are not limited to the following executed documents: this Order Agreement, Specifications dated 03 April 2024 for One (1) Monohull Style Fire Boat & Equipment (GSA contract GS07F069DA and Part number LAB32/10.5FB-FB-KY and, the Manufacturer's Statement of Origin (MSO) which is delivered with the vessel and Warranty statement. The Contract Documents are hereby incorporated with this Agreement and are as much a part of this agreement as if fully set forth herein. This Agreement and the Contract Documents shall be referred to as the Contract.

7. All Contract work shall be performed by the Contractor in compliance with the existing requirements of all governmental (to include Attachment A to this document) and other agencies having jurisdiction over the Contract work and over the Vessel, except that if such requirements are in contradiction to the Specification and Contract Guidance Drawings, the Specification and Contract Guidance Drawings shall control until such time as a Change Order is approved by the Owner.

8. Unless otherwise specifically provided in the Specification and Contract Guidance Drawings, all equipment and other goods incorporated in the Vessel are to be new and of a suitable grade of their respective kinds for their purpose.

9. Estimated time for delivery is 16 months after the pre-build meeting.

10. In case of any delay in the Vessel Delivery caused by any cause of delay beyond the control of the Contractor, including without limitation non-delivery or late delivery of material, government priorities or intervention by or delay caused by civil, naval or military authorities, Acts of God, pandemics, adverse weather conditions at the Shipyard, earthquakes, explosions, lightning, flood, fire, strikes, or other industrial disturbances, riots, insurrections, war, blockades, embargoes or delays of subcontractors due to such enumerated causes, written notice thereof and the anticipated effect thereof, when knowledge thereof has come to the Contractor, shall be given within ten (10) business days of occurrence by the Contractor to the Owner. Within fourteen (14) days (or such longer period as the Owner may allow) after such cause of delay has ceased to exist; the Contractor shall furnish to the Owner a statement of the actual delay resulting from such cause.

11. Seller agrees to fully and satisfactorily comply with the conditions of the Contract and complete the work contemplated by this Contract.

12. Limited Warranty. Seller's only warranty as to the subject matter of this contract shall be the Limited Warranty attached hereto and incorporated herein by reference.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

13. Governing Law and Dispute Resolution. The validity, construction, and interpretation of this contract shall be governed by the laws of the State of Wisconsin. Any dispute arising under the subject matter of this contract shall be asserted and adjudicated only in the Circuit Court of Douglas County, Wisconsin and the Appellate Courts of the State of Wisconsin, as applicable, and shall not be asserted or adjudicated in any other forum. Any dispute arising under the Limited Warranty shall be governed by the provisions of the Limited Warranty.

14. Binding Effect. This agreement shall be binding upon the successors and assigns of the parties.

15. Integration Clause. This Contract constitutes the entire agreement between the parties and contains all terms regarding this Contract. No other provision, whether oral or written, shall be effective or enforceable. This agreement may be amended only by a subsequent writing signed by both parties.

16. Customer point of contact for contracting and payment as listed below.

Customer POC: Jody Burton

Email: jburton@paducahky.gov

Phone: 270-444-8523

Mailing Address: 300 South 5th St, PO Box 2267, Paducah KY42002

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the date set forth above.

City of Paducah KY Fire Department

Signature: _____

By: (print name): _____

Its: _____

Date: _____

Lake Assault Boats, LLC

Signature: 

By: (print name) Chad McManis

Its J.P. Operations

Date 5/6/2024

06 May 2024

ATTACHMENT A

All Applicable Federal Laws

Contractor and any subcontractors must comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.

Equal Employment Opportunity

The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to ensure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

Age Discrimination Act of 1975

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

Americans with Disabilities Act of 1990

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

Civil Rights Act of 1964 – Title VI

Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. 2000d et seq.) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Civil Rights Act of 1968

Contractor must comply with the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability

discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Clean Air Act and Federal Water Pollution Control Act

When the contract exceeds \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standard Act

The contractor shall comply with all requirements of the Contract Work Hours and Safety Standards Act including paying employed laborers one and a half times the basic pay rate for every overtime hour worked. Overtime constitutes every hour worked over 40 hours per work week. Contractor is not allowed to have unhygienic, high-risk, or unsafe working conditions on federal and federally funded and assisted construction projects. Contractor is mandated by law to notify their staff of any dangers and risks in the workplace. Contractor must describe the risks, the indicators of such risks and the steps to be taken to protect oneself.

Copeland "Anti-Kickback" Act

When a construction contract exceeds \$2,000, the Contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Debarment and Suspension

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

Davis-Bacon Act

When a construction contract exceeds \$2,000, Contractor must comply with the Davis-Bacon Act:

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than

quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

Drug-Free Workplace Regulations

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

Duplication of Benefits

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

Energy Policy and Conservation Act

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

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

False Claims Act and Program Fraud Civil Remedies

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

Federal Debt Status

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

Federal Government is not Party to the Contract

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of the Contract, the Federal Government continues to have no obligations or liabilities to the Contractor. The Contractor further agrees to include this clause in each subcontract financed in whole or in part with Federal assistance.

Federal Leadership on Reducing Text Messaging while Driving

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

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Lobbying Prohibitions (Byrd Anti Lobbying Amendment)

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

National Environmental Policy Act

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

Patents and Intellectual Property Rights

Contractor is subject to the Bayh-Dole Act, 35 U.S.C. 200 et seq, unless otherwise provided by law.

Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

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

Rehabilitation Act of 1973

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

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

Contractor must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Terrorist Financing

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

Trafficking Victims Protection Act of 2000 (TVPA)

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

Use of DHS Seal, Logo and Flags

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

USA PATRIOT Act of 2001

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

Whistleblower Protection Act

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

Non-Binding Mediation

If a good faith effort to both parties is unsuccessful, the Owner and the Contractor may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.

Notice of the request for mediation shall be filled in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.

Breach-Default

In the event of breach or default, the Owner shall be entitled to recover any costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

Owner's Right to Terminate Contract and Complete the Work

The Owner shall have the right to terminate the employment of the Contractor after giving five (5) days written notice of termination to the Contractor in the event of any default by the Contractor.

Indemnification

The Contractor covenants and agrees to indemnify, hold harmless and render whole the Owner for any loss, cost, and expense, including attorney fees, which are incurred by the Owner for reason of the Contractor's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that the Contractor shall at all times indemnify and save the Owner harmless from any and all loss or damage which may be sustained by the Owner by reason of any negligent act or omission committed by the Contractor, and/or its employees and agents, in the performance of its work hereunder. The Contractor shall indemnify and save the Owner harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

Notwithstanding the foregoing provisions, in the event loss or damage incurred by the Owner or claims, demands, or causes of action asserted against the Owner is attributable, in part, to the negligence of the Owner, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

Said indemnification shall also include reimbursement to the Owner for any attorney fees and court costs incurred by the Owner by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided; however, that in the event such attorney fees and costs of the Owner are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Authorize Payment to Clean Earth, Inc. in an amount of \$46,217.70 for Household Hazardous & Electronic Waste Collected during 2024 Clean-Up Day - **C. YARBER**

Category: Municipal Order

Staff Work
By: Latrisha
Pryor
Presentation
By: Chris
Yarber

Background Information: On April 13, 2024, the City of Paducah co-sponsored, along with McCracken County, a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, Ky, is the only certified hazardous waste collector who is a vendor with the Commonwealth of Kentucky within this area. Therefore, the service of Clean Earth, Inc., was requested to collect and dispose of household hazardous and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$46,217.70. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

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: Fees/Landfill MR0090

Account Number: 50002209-520040

Staff Recommendation: To adopt a Municipal Order authorizing the payment of \$46,217.70 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 13, 2024.

Attachments:

1. MO - household haz waste-Clean Earth 2024
2. Clean Earth Invoice 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$46,217.70 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2024 CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 13, 2024, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, Clean Earth, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste and electronic waste during the free Clean-Up Day; and

WHEREAS, this is a noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

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

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$46,217.70, for the disposal of household hazardous waste and electronic waste collected during the 2024 City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0090 Account No. 5000-2209-520040.

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, May 14, 2024

Recorded by Lindsay Parish, City Clerk, May 14, 2024

\\mo\household haz waste-Clean Earth 2024



Bill To:

**Paducah Public Works
1120 NORTH 10TH STREET**

PADUCAH, KY 42001

Invoice Number: 516133

Invoice Date: 04/30/2024

Due Date: 05/30/2024

Payment Terms: NET 30

Customer #: PPW415A

Sales Rep: Schrader, Mark

PO Number(s): n/a

Work Orders:

2429793

Thank you for using Clean Earth for your disposal needs.

Total: \$46,217.70

**Clean Earth of Calvert City
Remit To:
PO BOX 825329
PHILADELPHIA, PA 19182-5329
215-734-1400**



Invoice Number: **516133**
Invoice Date: **04/30/2024**
Due Date: **05/30/2024**
Customer #: **PPW415A**

Work Order #: **2429793** PO#: Generator: **Paducah and McCracken County Residents**
Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/23/2024	2429793-1-1 / MGT-54367 / E-WASTE / Tri-Wall/Supersack	12,000.00	Pound	\$1.0000	\$12,000.00
4/15/2024	2429793-2-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump	7,740.00	Pound	\$1.1700	\$9,055.80
4/23/2024	2429793-1 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	7,029.00	Pound	\$0.7500	\$5,271.75
4/23/2024	2429793-2 / MGT-32038 / LITHIUM BATTERIES / 15G	100.00	Pound	\$6.0000	\$600.00
4/23/2024	2429793-4 / MGT-43661 / SEALED LEAD ACID BATTERIES / Pallet	710.00	Pound	\$0.3600	\$255.60
4/23/2024	2429793-5 / MGT-43810 / HELIUM CYLINDERS / 5G	15.00	Cylinder (ea.)	\$40.0000	\$600.00
4/23/2024	2429793-5 / MGT-43810 / HELIUM CYLINDERS / 5G	1.00	Cylinder (ea.)	\$40.0000	\$40.00
4/23/2024	2429793-5 / MGT-7789 / FREON CYLINDERS / 5G	1.00	Cylinder (ea.)	\$40.0000	\$40.00
4/23/2024	2429793-9 / MGT-21846 / FIRE EXTINGUISHERS / 5G	2.00	Cylinder (ea.)	\$40.0000	\$80.00
4/23/2024	2429793-11 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack	675.00	Pound	\$1.1700	\$789.75
4/23/2024	2429793-12 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / 55G	532.00	Pound	\$1.2600	\$670.32
4/23/2024	2429793-12 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack	533.00	Pound	\$1.2600	\$671.58
4/23/2024	2429793-13 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G	1.00	Container	\$215.0000	\$215.00



Invoice Number: 516133
Invoice Date: 04/30/2024
Due Date: 05/30/2024
Customer #: PPW415A

Work Order #: 2429793 PO#: Generator: Paducah and McCracken County Residents
Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/23/2024	2429793-16 / MGT-7788 / HHW - PROPANE CYLINDERS / Cylinder	20.00	Each	\$18.0100	\$360.20
4/23/2024	2429793-21 / MGT-21492 / DRY ALKALINE BATTERIES / 15G	165.00	Pound	\$1.1700	\$193.05
4/23/2024	2429793-22 / MGT-21489 / STANDARD FLUORESCENT BULBS / 55G	625.00	Pound	\$1.0000	\$625.00
4/23/2024	2429793-23 / MGT-32037 / COMPACT FLUORESCENT BULBS / 5G	25.00	Pound	\$1.0000	\$25.00
4/23/2024	2429793-25 / MGT-7662 / USED OIL / Totes </= 275G	1,910.00	Pound	\$0.2500	\$477.50
4/23/2024	2429793-26 / MGT-54300 / ANTIFREEZE FOR RECYCLE / Totes </= 275G	575.00	Pound	\$0.3500	\$201.25
4/23/2024	2429793-28 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Tri-Wall/Supersack	1,020.00	Pound	\$1.1700	\$1,193.40
4/23/2024	2429793-29 / MGT-13182 / LAB PACKS / 15G	1.00	Container	\$86.5000	\$86.50
4/23/2024	2429793-30 / MGT-37366 / OXYGEN CYLINDERS / Tri-Wall/Supersack	1.00	Cylinder (ea.)	\$40.0000	\$40.00
4/23/2024	2429793-31 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 55G	500.00	Pound	\$0.7500	\$375.00

Transportation

Date	Description	Quantity	Unit	Unit Price	Line Price
4/13/2024	Transportation Fee-Van Trailer	2.00	Each	\$650.0000	\$1,300.00



Invoice Number: 516133
Invoice Date: 04/30/2024
Due Date: 05/30/2024
Customer #: PPW415A

Work Order #: 2429793 PO#: Generator: Paducah and McCracken County Residents
Transportation

Date	Description	Quantity	Unit	Unit Price	Line Price
4/13/2024	Transportation Fee-Roll-Off	1.00	Each	\$650.0000	\$650.00

Field Service

Date	Description	Quantity	Unit	Unit Price	Line Price
4/13/2024	Project Manager	9.00	Hours	\$55.0000	\$495.00
4/29/2024	Technicians (8 Technician and 1 Lab Technician-9 Hours Each)	81.00	Hours	\$45.0000	\$3,645.00
4/13/2024	Driver-Straight Time (2 Drivers Onsite)	16.00	Hours	\$97.5000	\$1,560.00
4/13/2024	Driver-After 8 Hours (2 Drivers Onsite)	2.00	Hours	\$100.0000	\$200.00

Supply

Date	Description	Quantity	Unit	Unit Price	Line Price
4/13/2024	55-Gallon Drum Metal open Top	2.00	Each	\$59.0000	\$118.00
4/13/2024	Cubic Yard Box	24.00	Each	\$55.0000	\$1,320.00
4/13/2024	55 Gallon Drum Fiber Open Top	2.00	Each	\$59.0000	\$118.00
4/13/2024	15 Gallon Drum Fiber Open Top	4.00	Each	\$45.0000	\$180.00
4/13/2024	5 Gallon Pail with Lid	6.00	Each	\$17.0000	\$102.00
4/13/2024	275 Gallon Tote	3.00	Each	\$225.0000	\$675.00



Invoice Number: 516133
Invoice Date: 04/30/2024
Due Date: 05/30/2024
Customer #: PPW415A

Work Order #: 2429793 PO#: Generator: Paducah and McCracken County Residents
Supply

Date	Description	Quantity	Unit	Unit Price	Line Price
4/13/2024	Oil Dry/Absorbent	1.00	Each	\$12.0000	\$12.00
4/13/2024	Nitrile Gloves	1.00	Each	\$20.0000	\$20.00
4/13/2024	Leather Gloves	6.00	Each	\$20.0000	\$120.00
4/13/2024	Safety Glasses	10.00	Each	\$1.0000	\$10.00
4/13/2024	8 mil Plastic 20'x100	1.00	Each	\$120.0000	\$120.00
4/13/2024	Duct Tape	3.00	Each	\$4.0000	\$12.00
4/13/2024	Bulb Boxes	16.00	Each	\$4.0000	\$64.00
4/13/2024	Shrink Wrap	1.00	Each	\$15.0000	\$15.00
4/13/2024	Fork Lift Rental	2.00	Each	\$750.0000	\$1,500.00
4/13/2024	Roll-Off Box Liner	1.00	Each	\$55.0000	\$55.00

Other

Date	Description	Quantity	Unit	Unit Price	Line Price
4/13/2024	Roll-Off Daily Rental	4.00	Days	\$15.0000	\$60.00

Work Order Subtotal: \$46,217.70

34139.00 Pound(s)
20.00 Cylinder (ea.)(s)
20.00 Each(s)
2.00 Container(s)

Invoice Total \$46,217.70

NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on elite (12 pitch) typewriter)

NON-HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.

Manifest Document No.

2429793-1

2. Page 1 of 1

3. Generator's Name and Mailing Address
Paducah and McCracken County Residents
850 Burnett Street
Paducah, KY 42001

4. Generator's Phone () -

5. Transporter 1 Company Name

CLEAN EARTH SPECIALTY WASTE SOLUTIONS

6. US EPA ID Number

MNS000110924

A. State Transporter's ID

B. Transporter 1 Phone (877) 577-2669

7. Transporter 2 Company Name

8. US EPA ID Number

C. State Transporter's ID

D. Transporter 2 Phone () -

9. Designated Facility Name and Site Address

Clean Earth of Calvert City
1888 Shar-Cal Road
Calvert City, KY 42029

10. US EPA ID Number

KYD985073186

E. State Facility's ID

F. Facility's Phone

(270) 605-2105

11. WASTE DESCRIPTION

a. 1: Non-RCRA solids, D.O.T. Non-regulated, E-Waste

12. Containers

No.

Type

13. Total Quantity

14. Unit Wt./Vol

30
29

CF
CM

12,000
11,600

P

b.

c.

d.

G. Additional Descriptions of Materials Listed Above

1: MGT-54367 - E-WASTE

H. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information

ER Provider: Clean Earth: (412) 942-9241
Disposal PO #

16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.

Date

Printed/Typed Name

Kurt Young

Signature

Kurt Young

Month Day Year
4 13 24

17. Transporter 1 Acknowledgment of Receipt of Materials

Printed/Typed Name

JERRY BOURLAND

Signature

Jerry Bourland

Month Day Year
4 13 24

18. Transporter 2 Acknowledgment of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator; Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.

Date

Printed/Typed Name

Brad Toashee

Signature

Brad Toashee

Month Day Year
4 23 24

NON-HAZARDOUS WASTE

GENERATOR

TRANSPORTER

FACILITY

NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on elite (12 pitch) typewriter)

NON-HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.		Manifest Document No. 2429793-2	2. Page 1 of 1
3. Generator's Name and Mailing Address Paducah and McCracken County Residents 650 Burnett Street Paducah, KY 42001					
4. Generator's Phone () -					
5. Transporter 1 Company Name CLEAN EARTH SPECIALTY WASTE SOLUTIONS		6. US EPA ID Number MNS000110924		A. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number		B. Transporter 1 Phone (877) 577-2669	
9. Designated Facility Name and Site Address Clean Earth of Calvert City 1888 Shar-Cal Road Calvert City, KY 42029		10. US EPA ID Number KYD985073186		C. State Transporter's ID	
				D. Transporter 2 Phone () -	
				E. State Facility's ID	
				F. Facility's Phone (270) 605-2105	
11. WASTE DESCRIPTION			12. Containers	13. Total Quantity	14. Unit Wt./Vol
			No.	Type	
a. 1: Non-RCRA liquids, D.O.T. Non-regulated, Latex Paint			1	CM	7,740 P
b.					
c.					
d.					
G. Additional Descriptions of Materials Listed Above 1. MGT-7659 - HOUSEHOLD HAZ WST NON REG LIQUIDS			H. Handling Codes for Wastes Listed Above		
15. Special Handling Instructions and Additional Information ER Provider: Clean Earth: (412) 942-9241 Disposal PO #					
GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.					
Printed/Typed Name <i>Kurt Vance</i>			Signature <i>Kurt Vance</i>		Date Month Day Year 9 13 24
17. Transporter 1 Acknowledgment of Receipt of Materials			Date		
Printed/Typed Name <i>Joe Moreland</i>			Signature <i>Joe Moreland</i>		Month Day Year 04 13 24
18. Transporter 2 Acknowledgment of Receipt of Materials			Date		
Printed/Typed Name			Signature		Month Day Year
19. Discrepancy Indication Space					
20. Facility Owner or Operator; Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.					
Printed/Typed Name <i>MIKE MUNSEI</i>			Signature <i>Mike Munsei</i>		Date Month Day Year 4 15 24

NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on elite (12 pitch) typewriter)

NON-HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.		Manifest Document No. 2429793	2. Page 1 of 4
3. Generator's Name and Mailing Address Paducah and McCracken County Residents 850 Burnett Street Paducah, KY 42001					
4. Generator's Phone () -					
5. Transporter 1 Company Name CLEAN EARTH SPECIALTY WASTE SOLUT		6. US EPA ID Number MNS000110924		A. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number		B. Transporter 1 Phone (877) 577-2669	
9. Designated Facility Name and Site Address Clean Earth of Calvert City 1689 Sher-Cal Road Calvert City, KY 42029		10. US EPA ID Number KYD985073186		C. State Transporter's ID	
				D. Transporter 2 Phone () -	
				E. State Facility's ID	
				F. Facility's Phone (270) 805-2105	
11. WASTE DESCRIPTION			12. Containers		13. Total Quantity
			No.	Type	
a. 1: UN1993, Flammable liquids, n.o.s., 3, PG-II, Household Haz Waste-Flam Liquids			9 10	CF	7029 3500
b. 2: UN3090, Lithium metal batteries including lithium alloy batteries, 9, Lithium Batteries			1	DF	100 250 RF
c. 3: UN3028, Batteries, dry, containing potassium hydroxide solid, 8, Nickel Cadmium Batteries			0	DF	
d. 4: UN2794, Batteries, wet, filled with acid, 8, Sealed Lead Acid Batteries			1	CW	710 425 RF
G. Additional Descriptions of Materials Listed Above 1: ERG#128: MGT-7660-HHW - HOUSEHOLD HAZ WASTE - FLAM LIQUIDS 2: ERG#138: MGT-32038 - LITHIUM BATTERIES 3: ERG#154: MGT-21491 - NICKEL CADMIUM BATTERIES 4: ERG#154: MGT-43661 - SEALED LEAD ACID BATTERIES			H. Handling Codes for Wastes Listed Above		
15. Special Handling Instructions and Additional Information ER Provider: Clean Earth: (412) 942-9241 Disposal PO #:					
16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.					
Printed/Typed Name Kurt Young				Signature <i>Kurt Young</i>	
				Date Month 4 Day 13 Year 24	
17. Transporter 1 Acknowledgment of Receipt of Materials					
Printed/Typed Name JERRY BOURLAND				Signature <i>Jerry Bourland</i>	
				Date Month 4 Day 13 Year 24	
18. Transporter 2 Acknowledgment of Receipt of Materials					
Printed/Typed Name				Signature	
				Date Month Day Year	
19. Discrepancy Indication Space					
20. Facility Owner or Operator; Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.					
Printed/Typed Name Brad Fooshee				Signature <i>Brad Fooshee</i>	
				Date Month 4 Day 23 Year 24	

NON-HAZARDOUS WASTE

TRANSPORTER

FACILITY

NON-HAZARDOUS WASTE MANIFEST (Continuation Sheet)		19. Generator ID Number	20. Page 2	21. Waste Tracking Number 2429793	
22. Generator's Name Paducah and McCracken County Residents					
23. Transporter _____ Company Name				U.S. EPA ID Number	
24. Transporter _____ Company Name				U.S. EPA ID Number	
25. Waste Shipping Name and Description	26. Containers		27. Total Quantity	28. Unit Wt./Vol.	
	No.	Type			
5: UN1048, Helium, compressed, 2.2, Helium Cylinders	16 17 SF	CY	90 155	P	
6: UN1072, Oxygen, compressed, 2.2 (5.1), Oxygen Cylinders	0	CY		P	
7: UN1060, Methyl acetylene and propadiene mixtures, stabilized, 2.1, Mapp Gas Cylinders	0	CY	0	P	
8: UN1028, Dichlorodifluoromethane, 2.2, Freon Cylinders	1	DF CY	15 30	P	
9: UN1044, Fire extinguishers, 2.2, Fire Extinguishers	2	CY	10	P	
10: UN3506, Mercury [contained in manufactured articles], 8 (8.1), Mercury Manufactured Articles	0	DF	0	P	
11: UN1950, Aerosols, [flammable, (each not exceeding 1 L capacity)]; 2.1, HHW Aerosols	1	CF	675	P	
12: UN2802, Pesticides, liquid, toxic, n.o.s., 6.1, PG-II, HHW Pesticides	2	CF	1065 745 DF	P	
13: UN1760, Corrosive liquids, n.o.s., 8, PG-II, HHW Corrosive Liquids	1	DF	200 250 SF	P	
14: UN1057, Lighter refills [containing flammable gas], 2.1, Lighters	0		0	P	
29. Special Handling Instructions and Additional Information 5: ERG#121: MGT-43810 - HELIUM CYLINDERS 9: ERG#126: MGT-21845 - FIRE EXTINGUISHERS 13: ERG#154: MGT-7663 - HOUSEHOLD HAZ WASTE 5: ERG#122: MGT-37355 - OXYGEN CYLINDERS 10: ERG#172: MGT-17609 - MERCURY & MERCURY COMPOUNDS 14: ERG#115: MGT-54401 - LIGHTERS 5: ERG#116P: MGT-52035 - MAPPGAS CYLINDERS 11: ERG#125: MGT-7554 - HOUSEHOLD HAZ WASTE 8: ERG#128: MGT-7789 - FREON CYLINDERS					
30. Transporter _____ Acknowledgment of Receipt of Materials					
Printed/Typed Name		Signature		Month	Day Year
31. Transporter _____ Acknowledgment of Receipt of Materials					
Printed/Typed Name		Signature		Month	Day Year
32. Discrepancy					

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

NON-HAZARDOUS WASTE MANIFEST
(Continuation Sheet)

19. Generator ID Number

20. Page

21. Waste Tracking Number

3

2429793

22. Generator's Name

Paducah and McCracken County Residents

23. Transporter _____ Company Name

U.S. EPA ID Number

24. Transporter _____ Company Name

U.S. EPA ID Number

25. Waste Shipping Name and Description

26. Containers

No.

Type

27. Total
Quantity28. Unit
Wt./Vol.15: UN3163, Liquefied gas, n.o.s. (DIFLUOROMETHANE,
PENTAFLUOROETHANE), 2.2, Refrigerant R-410A

0

0

P

16: UN1978, Propane, 2.1

9/25
0

CY

90
250

P

17: NA1325, Fusee ([railway or highway]), 4.1, PG-II, Road
Flares

0

0

P

18: UN1780, Corrosive liquids, n.o.s., 8, PG-II

0

0

19: UN3285, Corrosive liquid, acidic, organic, n.o.s., 8, PG-II

0

0

20: UN1028, Dichlorodifluoromethane, 2.2, Refrigerant R-12

0

0

P

21: Non-RCRA solids, D.O.T. Non-regulated (Universal Waste
Alkaline Batteries), Dry Alkaline Batteries

1

DF

165
350

P

22: Non-RCRA solids, D.O.T. Non-regulated, Fluorescent
Bulbs-Standard

10

CF

625

P

23: Non-RCRA solids, D.O.T. Non-regulated, Compact
Fluorescent Bulbs5
0

DF

25

P

24: Non-RCRA liquids, D.O.T. Non-regulated, HHW Non-Reg
Liquids

0

CW

P

29. Special Handling Instructions and Additional Information

15: ERG#125: MGT-54402 - REFRIGERANT R-410A
16: ERG#15: MGT-7758 - HHW - PROPANE CYL
17: ERG#1325: ROAD FLARES

19: ERG#153: MGT-13182 - LAB PACKS

20: ERG#126: MGT-54400 - REFRIGERANT R-12

21: MGT-21452 - DRY ALKALINE BATTERIES

23: MGT-32037 - COMPACT FLUORESCENT BU

24: MGT-7659 - HOUSEHOLD HAZ WST NON RE

30. Transporter _____ Acknowledgment of Receipt of Materials

Printed/Typed Name

Signature

Month

Day

Year

31. Transporter _____ Acknowledgment of Receipt of Materials

Printed/Typed Name

Signature

Month

Day

Year

32. Discrepancy

NON-HAZARDOUS WASTE MANIFEST (Continuation Sheet)		19. Generator ID Number	20. Page 4	21. Waste Tracking Number 2429793	
22. Generator's Name Paducah and McCracken County Residents					
23. Transporter _____ Company Name				U.S. EPA ID Number	
24. Transporter _____ Company Name				U.S. EPA ID Number	
25. Waste Shipping Name and Description	26. Containers		27. Total Quantity	28. Unit Wt./Vol.	
	No.	Type			
25: Non-RCRA liquids, D.O.T. Non-regulated, Used Oil	1	TP	1910 4500 BF	P	
26: Non-RCRA liquids, D.O.T. Non-regulated, Antifreeze for Recycling	1	TP	BE 2750 575	P	
27: Non-RCRA solids, D.O.T. Non-regulated, E-Waste	0	CF	0	P	
28 non RCRA solids liquids, D.O.T. Non regulated	2	CF	1020 275 BF	P	
UN3265 166 Pack UN3265 Corrosive Liquid, acidic, organic, n.o.s., 8, PG II	1	DF	65		
29 tab 3265 MGT-13182					
30 Small Flammable	X	CF	480		
30. UN1072, Oxygen, compressed, 2.2 (S.I.) Oxygen cylinders	1	CY	75	P	
31. UN1993 Flammable liquids, n.o.s., 3, PG II Household Haz Waste flam liquids	2	DF	500	P	
29. Special Handling Instructions and Additional Information 25: MGT-7662 - USED OIL 26: MGT-54300 - ANTIFREEZE FOR RECYCLE 27: MGT-54367 - E-WASTE					
30. Transporter _____ Acknowledgment of Receipt of Materials					
Printed/Typed Name		Signature		Month	Day Year
31. Transporter _____ Acknowledgment of Receipt of Materials					
Printed/Typed Name		Signature		Month	Day Year
32. Discrepancy					

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Approve the closing of 24,710 Square Feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive and 600, 601, and 675 Deer Lick Place - **M. TOWNSEND**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Melanie Townsend

Background Information: The adjacent property owners have submitted an executed application requesting the closure of 24,710 Square Feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive and 600, 601, and 675 Deer Lick Place.

Jean Darnell Ross
Alberta Davis, Woodlands Reserve, LLC

On April 1, 2024, the Paducah Planning Commission held a public hearing and positively recommended the City Commission for the closure. All the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of 24,710 Square Feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive and 600, 601, and 675 Deer Lick Place and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. ORD - Closure Colonial Drive, Pecan Drive and Deer Lick Place
2. Woodland Reserve_application
3. Woodland Reserve_PC Resolution
4. Woodland Reserve_ROW Closure Plat

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 24,710 SQUARE FEET OF COLONIAL DRIVE AND 38,302 SQUARE FEET OF DEER LICK PLACE AT 3750 PECAN DRIVE AND 600, 601 AND 675 DEER LICK PLACE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of 24,710 Square Feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive and 600, 601, and 675 Deer Lick Place, as follows:

LEGAL DESCRIPTION OF TRACT A (0.79 Acres)

A portion of the Woodlands Reserve LLC property recorded in Deed Book 1479, Page 374 in the McCracken County Clerk's office. Being more particularly bounded and described as follows:

Beginning at a ½ inch rebar with Cap No. 3861 set in the southerly right-of-way line of Hill Terrace (25 feet from the centerline thereof as measured perpendicularly, said point also being S 69°57'59" W, 38.01 feet from the centerline intersection of Hill Terrace and Deer Lick Place; and having KY State Plane Coordinates (South Zone, NAD83) of Northing 1918417.932 and Easting 788093.035;

THENCE FROM SAID POINT OF BEGINNING, and with the southerly right-of-way of said Hill Terrace,

S 68°07'56" E a distance of 40.05 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence S 24°41'48" W a distance of 175.80 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence S 19°20'01" E a distance of 325.76 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence S 48°13'19" E a distance of 421.29 feet to a 6 inch diameter concrete monument with Cap No. 3861, set;

thence S 17°04'26" W a distance of 22.01 feet to a 1/2 inch rebar with Cap No. 3861, set at the northeasterly corner of Tract B to be conveyed to Jean Darnell Ross, adjoining property recorded in Deed Book 1031, Page 721;

thence continuing with the northerly line of Tract B, N 48°13'19" W a distance of 190.80 feet to a 1/2 inch rebar with Cap No. 3861, set, the northwesterly corner of Tract B;

thence with the westerly line of Tract B, S 41°46'41" W a distance of 20.00 feet to a 1/2 inch rebar with Cap No. 3861, set at the northwesterly corner of said Ross tract.

thence N 48°13'19" W a distance of 250.00 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence N 19°20'01" W a distance of 352.24 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence N 24°41'48" E a distance of 190.00 feet to a 1/2 inch rebar with Cap No. 3861, set;

which is the point of beginning and shown more particularly on Application to Close and Vacate Streets dated March 14, 2024, having an area of 34,394 square feet, 0.790 acres.

LEGAL DESCRIPTION OF TRACT B (0.09 Acres)

A portion of the Woodlands Reserve LLC property recorded in Deed Book 1479, Page 374 in the McCracken County Clerk's office. Being more particularly bounded and described as follows:

Beginning at a 1/2 inch rebar with Cap No. 3861 set at the southwest corner of Tract A of the said Woodlands property and having KY State Plane Coordinates (South Zone, NAD83) of Northing 1917746.375 and Easting 788316.698;

THENCE FROM SAID POINT OF BEGINNING, and with the aforesaid Tract A, N 41°46'41" E a distance of 20.00 feet to a 1/2 inch rebar with Cap No. 3861, set in the southerly line of Tract A;

thence with said line, S 48°13'19" E a distance of 190.80 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence S 17°04'26" W a distance of 22.01 feet to a 6 inch diameter concrete monument with Cap No. 3861, set in the northerly line of the Jean Darnell Ross property recorded in Deed Book 1031, Page 721;

thence with the northerly line of said Ross property, N 48°13'19" W a distance of 200.00 feet to a 1/2 inch rebar with Cap No. 3861, set; which is the point of beginning and shown more particularly on Application to Close and Vacate Streets dated March 14, 2024 having an area of 3908.0 square feet, 0.09 acres.

LEGAL DESCRIPTION OF TRACT C (0.57 Acres)

A portion of the Woodlands Reserve LLC property recorded in Deed Book 1479, Page 374 in the McCracken County Clerk's office. Being more particularly bounded and described as follows:

Beginning at a 1/2 inch rebar with Cap No. 3861 set in the southerly right-of-way of Hill Terrace (25 feet from the centerline thereof as measured perpendicularly) and

having KY State Plane Coordinates (South Zone, NAD83) of Northing 1918076.367 and Easting 788944.086;

THENCE FROM SAID POINT OF BEGINNING, and with the aforesaid southerly right-of-way,

S 67°41'41" E a distance of 50.45 feet to a 1/2 inch rebar with Cap No. 3861, set;
thence S 14°38'02" W a distance of 482.73 feet to an existing 4 inch by 4 inch concrete monument and passing a 1/2 inch rebar with Cap No. 3861 set at the northwest corner of Lot 4 of the Woodlands Reserve as shown on plat recorded in Section "M", Page 1294 at a distance of 455.27 feet;

thence with the line of said Lot 4, S 14°00'41" E a distance of 24.41 feet to a 6 inch diameter concrete monument with Cap No. 3861, set, said point also lying in the northerly right-of-way line of Colonial Drive;

thence with said right-of-way, N 52°47'48" W a distance of 66.82 feet to a 1/2 inch rebar with Cap No. 3861, set;

thence N 14°38'02" E a distance of 485.25 feet to a 1/2 inch rebar with Cap No. 3861, set; which is the point of beginning and shown more particularly on Application to Close and Vacate Streets dated March 14, 2024 having an area of 24,710 square feet, 0.57 acres.

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

- a. Jean Darnell Ross and Alberta Davis adjacent property owners, have submitted an executed application requesting the closure of 24,710 Square Feet of Colonial Drive and 38,302 Square Feet of Deer Lick Place at 3750 Pecan Drive, 600, 601 and 675 Deer Lick Place.
- b. Jean Darnell Ross and Alberta Davis are the only property owner in or abutting the public way; and therefore, have given their written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).
- c. On the 1st day of April, 2024, the Paducah Planning Commission of the City of Paducah held a public hearing and made a positive recommendation to the City Commission for this closure with all tracts remaining as public utility easements.

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, April 23, 2024

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2024-____ - _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

EXHIBIT "A"



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

Date: March 14, 2024

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

Public Right-of-Way: A portion of Colonial Drive & A portion of Deer Lick Place

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

Respectfully submitted by all adjoining property owners:

Jean Darnell Ross
Signature of Property Owner

Jean Darnell Ross

Property Owner's Name Printed

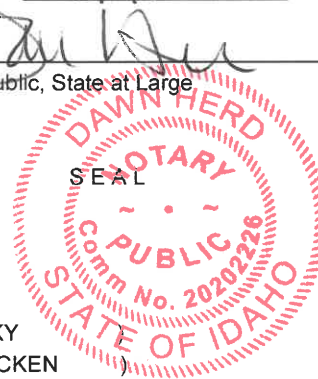
315 Colonial Dr, 695 Deer Lick Place, 675 Deer Lick Place
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 11th day of April, 2024,
by Jean Darnell Ross

My Commission expires 06/19/2026

[Signature]
Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCracken)

Alberta Davis
Signature of Property Owner

Woodlands Reserve, LLC

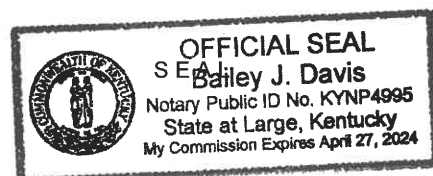
Property Owner's Name Printed

600 Deer Lick Place, 601 Deer Lick Place, 3750 Pecan Dr.
Address

The foregoing instrument was sworn to and acknowledged
before me this 15 day of April, 2024,
by Alberta Davis

My Commission expires April 27, 2024

Bailey J. Davis
Notary Public, State at Large



A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 24,710 SQUARE FEET OF COLONIAL DRIVE AND 38,302 SQUARE FEET OF DEER LICK PLACE AT 3750 PECAN DRIVE AND 600, 601 & 675 DEER LICK PLACE.

WHEREAS, a public hearing was held on April 1, 2024 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close 24,710 square feet of Colonial Drive and 38,302 square feet of Deer Lick Place at 3750 Pecan Drive and 600, 601 & 675 Deer Lick Place.

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

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

LEGAL DESCRIPTION
OF
TRACT A (0.79 Acres)

A portion of the Woodlands Reserve LLC property recorded in Deed Book 1479, Page 374 in the McCracken County Clerk's office. Being more particularly bounded and described as follows:

Beginning at a ½ inch rebar with Cap No. 3861 set in the southerly right-of-way line of Hill Terrace (25 feet from the centerline thereof as measured perpendicularly, said point also being S 69°57'59" W, 38.01 feet from the centerline intersection of Hill Terrace and Deer Lick Place; and having KY State Plane Coordinates (South Zone, NAD83) of Northing 1918417.932 and Easting 788093.035;

THENCE FROM SAID POINT OF BEGINNING, and with the southerly right-of-way of said Hill Terrace, S 68°07'56" E a distance of 40.05 feet to a 1/2 inch rebar with Cap No. 3861, set; thence S 24°41'48" W a distance of 175.80 feet to a 1/2 inch rebar with Cap No. 3861, set; thence S 19°20'01" E a distance of 325.76 feet to a 1/2 inch rebar with Cap No. 3861, set; thence S 48°13'19" E a distance of 421.29 feet to a 6 inch diameter concrete monument with Cap No. 3861, set; thence S 17°04'26" W a distance of 22.01 feet to a 1/2 inch rebar with Cap No. 3861, set at the northeasterly corner of Tract B to be conveyed to Jean Darnell Ross, adjoining property recorded in Deed Book 1031, Page 721; thence continuing with the northerly line of Tract B, N 48°13'19" W a distance of 190.80 feet to a 1/2 inch rebar with Cap No. 3861, set, the northwesterly corner of Tract B; thence with the westerly line of Tract B, S 41°46'41" W a distance of 20.00 feet to a 1/2 inch rebar with Cap No. 3861, set at the northwesterly corner of said Ross tract. Thence N 48°13'19" W a distance of 250.00 feet to a 1/2-inch rebar with Cap No. 3861, set; thence N 19°20'01" W a distance of 352.24 feet to a 1/2 inch rebar with Cap No. 3861, set; thence N 24°41'48" E a distance of 190.00 feet to a 1/2 inch rebar with Cap No. 3861, set; which is the point of beginning and shown more particularly on Application to Close and Vacate Streets dated March 14, 2024, having an area of 34,394 square feet, 0.790 acres.

LEGAL DESCRIPTION
OF
TRACT B (0.09 Acres)

A portion of the Woodlands Reserve LLC property recorded in Deed Book 1479, Page 374 in the McCracken County Clerk's office. Being more particularly bounded and described as follows:

Beginning at a ½ inch rebar with Cap No. 3861 set at the southwest corner of Tract A of the said Woodlands property and having KY State Plane Coordinates (South Zone, NAD83) of Northing 1917746.375 and Easting 788316.698;

THENCE FROM SAID POINT OF BEGINNING, and with the aforesaid Tract A,

N 41°46'41" E a distance of 20.00 feet to a 1/2-inch rebar with Cap No. 3861, set in the southerly line of Tract A; thence with said line, S 48°13'19" E a distance of 190.80 feet to a 1/2 inch rebar with Cap No. 3861, set; thence S 17°04'26" W a distance of 22.01 feet to a 6 inch diameter concrete monument with Cap No. 3861, set in the northerly line of the Jean Darnell Ross property recorded in Deed Book 1031, Page 721; thence with the northerly line of said Ross property, N 48°13'19" W a distance of 200.00 feet to a 1/2 inch rebar with Cap No. 3861, set; which is the point of beginning and shown more particularly on Application to Close and Vacate Streets dated March 14, 2024 having an area of 3908.0 square feet, 0.09 acres.

LEGAL DESCRIPTION
OF
TRACT C (0.57 Acres)

A portion of the Woodlands Reserve LLC property recorded in Deed Book 1479, Page 374 in the McCracken County Clerk's office. Being more particularly bounded and described as follows:

Beginning at a 1/2 inch rebar with Cap No. 3861 set in the southerly right-of-way of Hill Terrace (25 feet from the centerline thereof as measured perpendicularly) and having KY State Plane Coordinates (South Zone, NAD83) of Northing 1918076.367 and Easting 788944.086;

THENCE FROM SAID POINT OF BEGINNING, and with the aforesaid southerly right-of-way, S 67°41'41" E a distance of 50.45 feet to a 1/2 inch rebar with Cap No. 3861, set; thence S 14°38'02" W a distance of 482.73 feet to an existing 4 inch by 4 inch concrete monument and passing a 1/2 inch rebar with Cap No. 3861 set at the northwest corner of Lot 4 of the Woodlands Reserve as shown on plat recorded in Section "M", Page 1294 at a distance of 455.27 feet; thence with the line of said Lot 4, S 14°00'41" E a distance of 24.41 feet to a 6 inch diameter concrete monument with Cap No. 3861, set, said point also lying in the northerly right-of-way line of Colonial Drive; thence with said right-of-way, N 52°47'48" W a distance of 66.82 feet to a 1/2 inch rebar with Cap No. 3861, set; thence N 14°38'02" E a distance of 485.25 feet to a 1/2 inch rebar with Cap No. 3861, set; which is the point of beginning and shown more particularly on Application to Close and Vacate Streets dated March 14, 2024 having an area of 24,710 square feet, 0.57 acres.

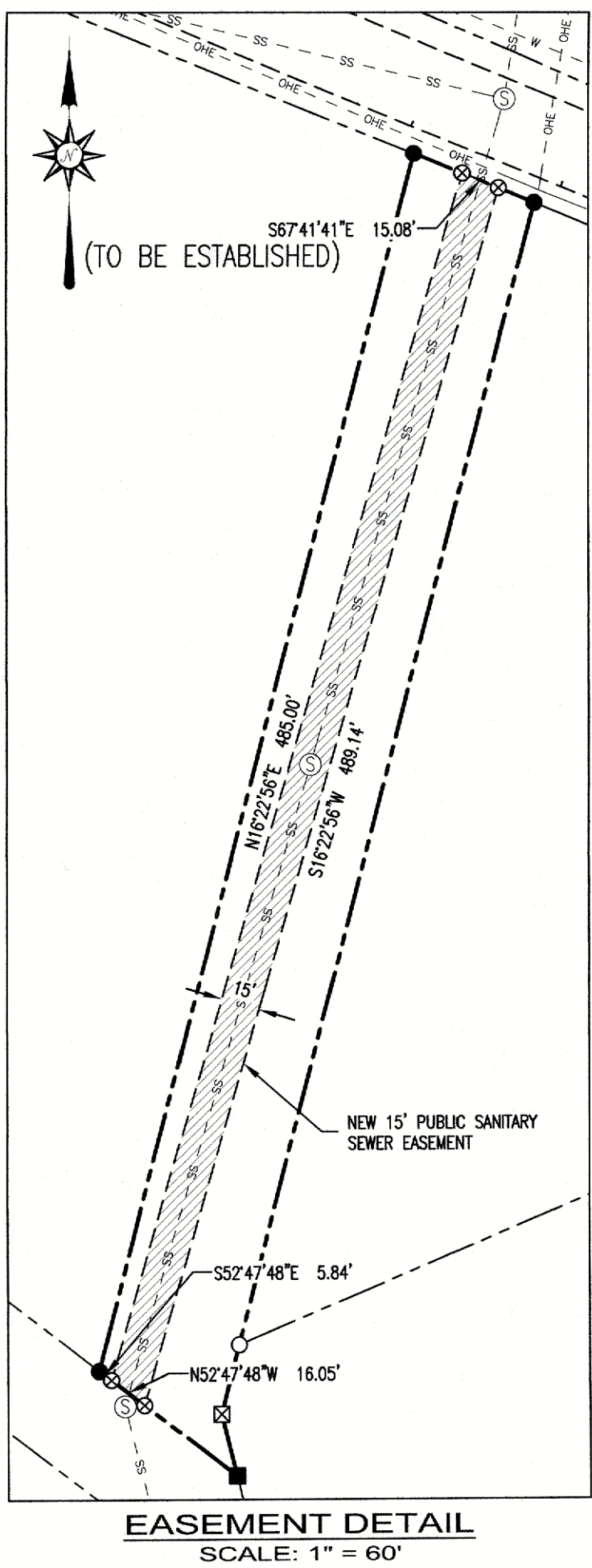
SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

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

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


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on April 1, 2024



SURVEYOR'S CERTIFICATE

TO: THE WOODLANDS RESERVE, LLC
5775 BLANDVILLE ROAD
PADUCAH, KENTUCKY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:38,049 BEFORE ADJUSTMENT OF THE ADJUSTED ANGULAR AND LINEAR DIMENSIONS 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.

FEBRUARY 14TH, 2024
DATE OF SURVEY COMPLETION

MARCH 14TH, 2024
DATE OF SIGNATURE

KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

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.

**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 _____

**MAYOR'S CERTIFICATE
OF CITY APPROVAL**

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE _____, I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN HEREON HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH _____ DATE _____

**CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN**

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE. GIVEN UNDER MY SEAL THIS _____ DAY OF _____ AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCRACKEN COUNTY COURT CLERK _____ DEPUTY COURT CLERK _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF McCracken
Patricia J. Darnell Ross A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY OF McCRACKEN, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY THE WOODLANDS RESERVE, LLC KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGE TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 15 DAY OF April, 2024

NOTARY PUBLIC SIGNATURE: Patricia J. Darnell Ross KMP4995

MY COMMISSION EXPIRES ON THE 21 DAY OF April, 2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Bonner
Dawn Herd A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY JEAN DARNELL ROSS KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGE TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 11 DAY OF April, 2024

NOTARY PUBLIC SIGNATURE: Dawn Herd

MY COMMISSION EXPIRES ON THE 19 DAY OF June, 2026

GENERAL NOTES

OWNER: THE CITY OF PADUCAH
P. O. BOX 2287
PADUCAH, KENTUCKY 42002-2287

CLIENT: THE WOODLANDS RESERVE, LLC
5775 BLANDVILLE ROAD
PADUCAH, KENTUCKY 42001

SOURCE OF TITLE:
PLAT SECTION "A", PAGE 297
PLAT SECTION "A", PAGE 298

PROPERTY AREA:
TOTAL AREA: 27.58 ACRES

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED "R-1", (LOW DENSITY RESIDENTIAL) BY CITY OF PADUCAH ZONING ORDINANCE.

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. 21145C0141F DATED 11/02/2011.

PUBLIC UTILITY NOTE:
SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.
SUBJECT PROPERTY IS SERVED WITH POTABLE WATER BY PADUCAH WATER.

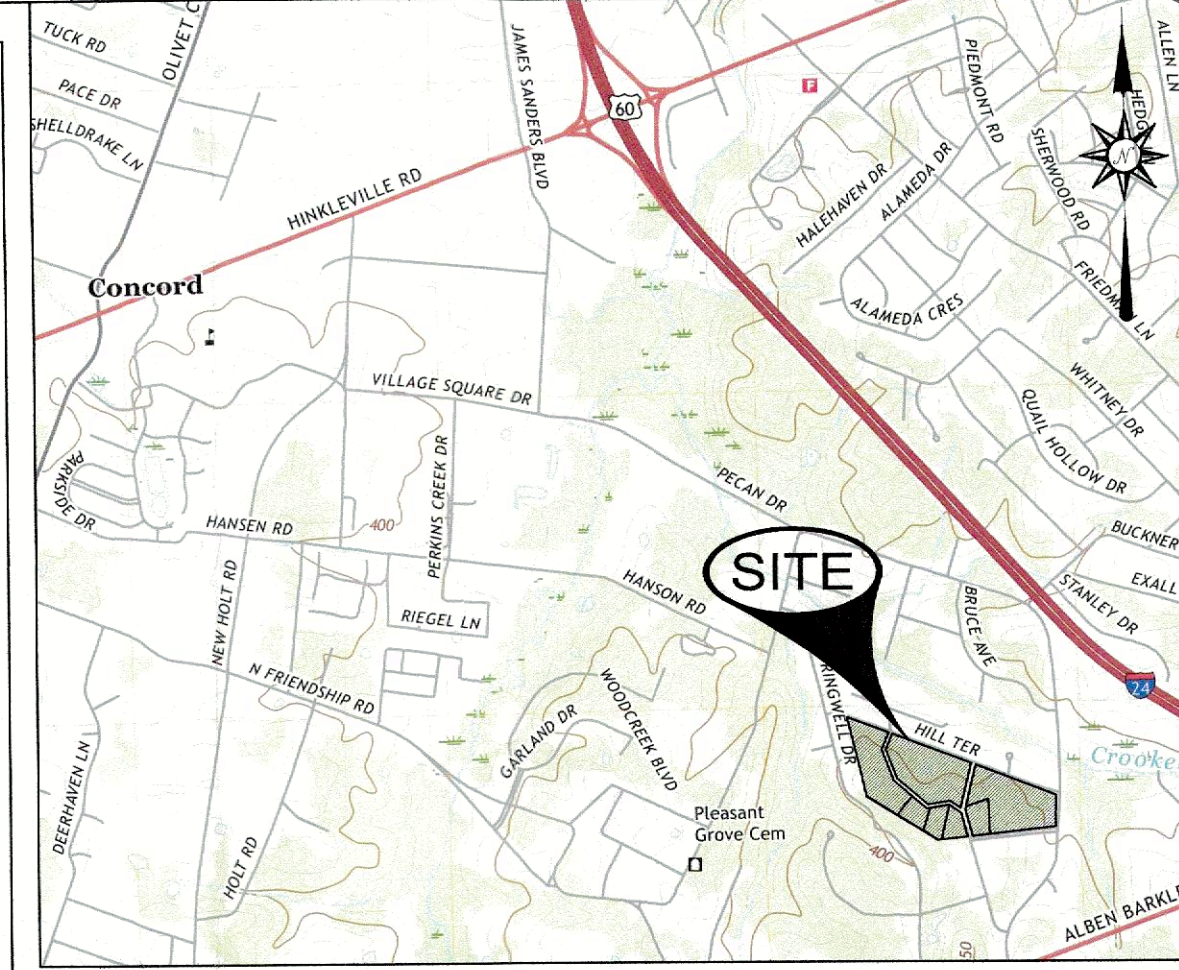
THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

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 CLOSE THE PUBLIC RIGHT-OF-WAY AS SHOWN AND DESCRIBED HEREON.

Wanda Darnell Ross 4-15-24
SIGNATURE DATE
THE WOODLANDS RESERVE, LLC
OWNER TITLE

Jean Darnell Ross 4-11-24
SIGNATURE DATE
JEAN DARNELL ROSS
OWNER TITLE



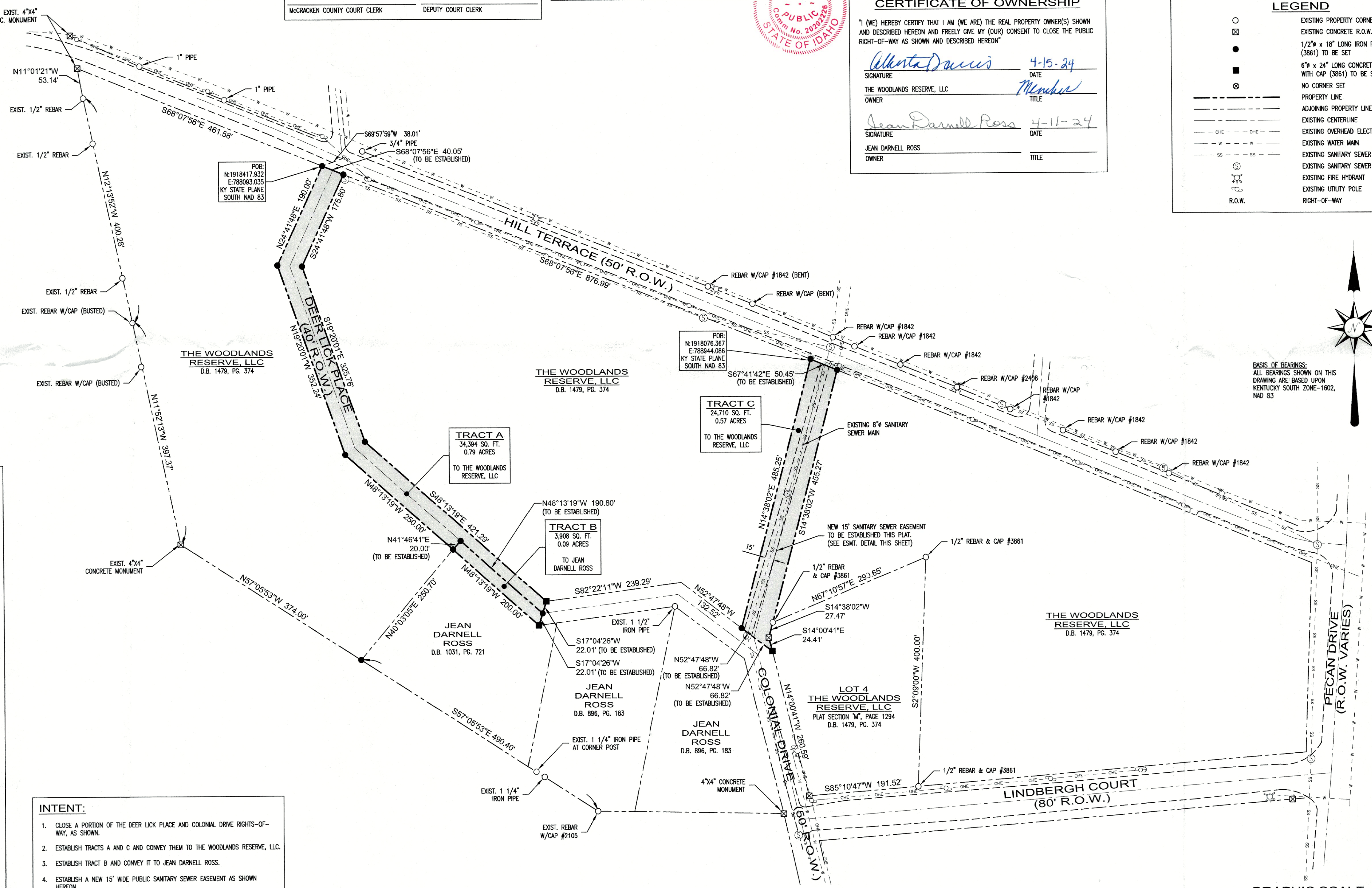
LEGEND

○	EXISTING PROPERTY CORNER, AS NOTED
⊗	EXISTING CONCRETE R.O.W. MONUMENT
●	1/2" x 18" LONG IRON PIN AND CAP (3861) TO BE SET
■	6" x 24" LONG CONCRETE MONUMENT WITH CAP (3861) TO BE SET
⊗	NO CORNER SET
---	PROPERTY LINE
---	ADJOINING PROPERTY LINE
---	EXISTING CENTERLINE
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING WATER MAIN
---	EXISTING SANITARY SEWER MAIN
---	EXISTING SANITARY SEWER MANHOLE
---	EXISTING FIRE HYDRANT
---	EXISTING UTILITY POLE
---	RIGHT-OF-WAY

UTILITY COMPANY CERTIFICATE

THIS IS TO CERTIFY THAT THE FOLLOWING (UTILITY COMPANIES) HEREBY ACKNOWLEDGES THE PORTION OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND DOES NOT HAVE ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY CONSIDERED FOR CLOSURE AS SHOWN AND DESCRIBED HEREON. THERE ARE NO (THERE ARE) UTILITY LINES LOCATED WITHIN THE PROPOSED PORTION OF PUBLIC WAY TO BE CLOSED.

SIGNATURE _____	DATE _____
CITY OF PADUCAH _____	TITLE _____
COMPANY _____	
SIGNATURE _____	DATE _____
PADUCAH-McCRACKEN JSA _____	TITLE _____
COMPANY _____	
SIGNATURE _____	DATE _____
PADUCAH WATER _____	TITLE _____
COMPANY _____	
SIGNATURE _____	DATE _____
PADUCAH POWER SYSTEM _____	TITLE _____
COMPANY _____	
SIGNATURE _____	DATE _____
ATMOS ENERGY _____	TITLE _____
COMPANY _____	
SIGNATURE _____	DATE _____
COMCAST CABLE _____	TITLE _____
COMPANY _____	
SIGNATURE _____	DATE _____
AT&T TELEPHONE _____	TITLE _____
COMPANY _____	

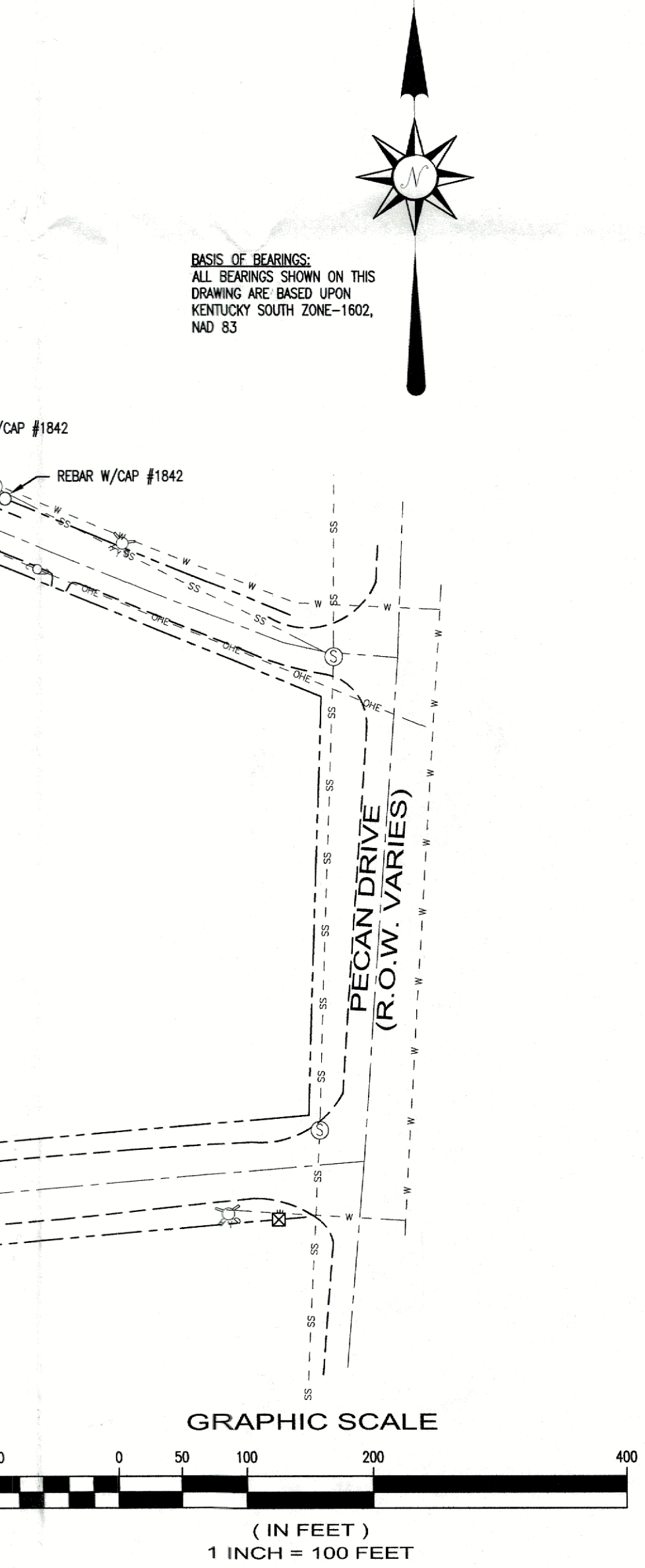


INTENT:

- CLOSE A PORTION OF THE DEER LICK PLACE AND COLONIAL DRIVE RIGHTS-OF-WAY, AS SHOWN.
- ESTABLISH TRACTS A AND C AND CONVEY THEM TO THE WOODLANDS RESERVE, LLC.
- ESTABLISH TRACT B AND CONVEY IT TO JEAN DARNELL ROSS.
- ESTABLISH A NEW 15' WIDE PUBLIC SANITARY SEWER EASEMENT AS SHOWN HEREON.

STREET NOTE:

THE RIGHTS-OF-WAY OF COLONIAL DRIVE, HILL TERRACE, AND DEER LICK PLACE WERE ALL ESTABLISHED PER PLAT SECTION "A", PAGE 278-279, RECORDED ON SEPTEMBER 2ND, 1927.



siteworx
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-9491
www.siteworxdesign.com

APPLICATION TO CLOSE & VACATE STREETS
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201KAR 18:150

**PROPERTY OF: THE CITY OF PADUCAH
DEER LICK PLACE & COLONIAL DRIVE
PADUCAH, KENTUCKY**

PROJECT NO.: 23067
DATE: APRIL 9, 2024
DRAWN BY: MM
CHECKED BY: SOC
REV. DESCRIPTION

SHEET 1 OF 1

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Approve a Budget Amendment in the Amount of \$670,365 for Radios for City of Paducah radios as part of the 911 Radio Upgrade Project - **J. PERKINS & D. JORDAN**

Category: Ordinance

Staff Work By: Michelle Smolen, Jonathan Perkins, Audra Kyle, Lindsay Parish

Presentation By: Daron Jordan, Jonathan Perkins

Background Information: By Ordinance No. 2019-06-8578, the City of Paducah authorized the City of Paducah's annual budget for FY20. As part of this budget, \$250,000 was transferred to the General Fund and designated as a Committed Pension Reserve in the Fund Balance. Further, the City designated a "Committed Pension Reserve" in the Fund Balances of the General fund and Investment fund in the amounts of \$243,165 and \$177,200, respectively. These commitments totaled \$670,365. Since the time of commitment in 2019, these funds have remained untouched.

At this time, City staff recommends withdrawing this commitment as outlined in Ordinance 2019-06-8578 and transferring \$670,365 from General Fund Fund Balance to Project Account EQ0036. This transfer will allow the funds to be used for radios for City Departments as part of the 911 Radio Upgrade Project.

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

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

Communications Plan:

Funds Available: Account Name:

Account Number: EQ0036

Staff Recommendation: Approval.

Attachments:

1. ORD budget amend FY2020 – 911 Radios

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2019-06-8578, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, by Ordinance No. 2019-06-8578, the City of Paducah authorized the City of Paducah's annual budget for FY2020; and

WHEREAS, as part of the FY2020 budget, \$250,000 was transferred to the General Fund and designated as a Committed Pension Reserve in the Fund Balance; and

WHEREAS, the City also designated a "Committed Pension Reserve" in the Fund Balances of the General fund and Investment fund in the amounts of \$243,165 and \$177,200, respectively; and

WHEREAS, these commitments totaled \$670,365 which has remained untouched since the initial commitment in FY2020; and

WHEREAS, the City of Paducah now wishes to withdraw this commitment as outlined in Ordinance 2019-06-8578 and transfer \$670,365 from General Fund Fund Balance to Project Account EQ0036; and

WHEREAS, this amendment will allow the funds to be used for radios for City Departments as part of the 911 Radio Upgrade Project.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as adopted by Ordinance No. 2019-06-8578, is hereby amended to withdraw the commitment of \$250,000 from Committed Pension Reserve in the Fund Balance. Further, said ordinance is hereby amended to withdraw the commitment to "Committed Pension Reserve" in the Fund Balances of the General fund and Investment fund in the amounts of \$243,165 and \$177,200, respectively. Further, Ordinance No. 2019-06-8579 is hereby amended by the following re-appropriations:

- Transfer \$670,365 from General Fund Fund Balance to Project Account EQ0036.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, April 23, 2024

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend FY2020 – 911 Radios

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Approve the closing of 2,826 square feet of a 10' alley west of S 24th Street between Center Street and Seitz Street, and the closing of 4,046 square feet of a 10' alley west of S 24th Street between Seitz Street and Barnett Street. - **M. TOWNSEND**

Category: Ordinance

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

Background Information: The following adjacent property owner has submitted an executed application requesting the closure of 2,826 square feet of a 10' alley west of S 24th Street between Center Street and Seitz Street and the closing of 4,046 square feet of a 10' alley west of S 24th Street between Seitz Street and Barnett Street.:

- City of Paducah

On May 6, 2024, the Paducah Planning Commission held a public hearing and positively recommended these closures to the City Commission. All the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of 2,826 square feet of a 10' alley west of S 24th Street between Center Street and Seitz Street and the closing of 4,046 square feet of a 10' alley west of S 24th Street between Seitz Street and Barnett Street, and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. ORD - alley closures west of 24th Street between Center Street-Seitz Street - Barnett Street
2. S 24th St basin closure_application
3. S 24th St basin closure_PC resolution
4. S 24th St basin closure_plat

ORDINANCE NO. 2024-05-_____

AN ORDINANCE PROVIDING FOR THE CLOSURE OF TWO 10' ALLEYS WEST OF 24TH STREET BETWEEN CENTER STREET AND SEITZ STREET AND BETWEEN SEITZ STREET AND BARNETT STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of two 10' alleys West of 24th Street between Center Street and Seitz Street and between Seitz Street and Barnett Street, as follows:

10' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of South 24th Street, south of Barnett Street (formerly known as Norton Street), and east of Norton Street (formerly known as 26th Street), in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the south right-of-way of Barnett Street (formerly known as Norton Street) and the west right-of-way of South 24th Street, said point being 20.00 ft. south of the centerline of Barnett Street (formerly known as Norton Street), said point also being 20.00 ft. west of the centerline of South 24th Street, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1467, Page 575);

Thence along the west right-of-way of the above said South 24th Street, S18°34'21"W a distance of 120.00 ft. to a point, said point being the southeast corner of the above said City of Paducah, Kentucky property, said point also being in the north line of a 10.00 ft. wide alley, said point also being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING, continuing along the above said right-of-way and with a new property line, S18°34'21"W a distance of 10.00 ft. to a point, said point being in the south line of a 10.00 ft. wide alley, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II);

Thence along the south right-of-way of the 10.00' wide alley and the north line of the above said City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II), N71°28'36"W a distance of 399.91 ft. to a point, said point being in the east right-of-way of Norton Street (formerly known as 26th Street);

Thence along the east right-of-way line of the above said Norton Street (formerly known as 26th Street) and with a new property line, N24°52'00"W a distance of 13.76 ft. to a t-post, said point being in the north line of a 10.00 ft. wide alley, said point also being the southwest corner of the City of Paducah, Kentucky property (recorded in Deed Book 1465, page 120);

Thence along the north right-of-way of the 10.00' wide alley, S71°28'36"E a distance of 409.37 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 4,046 square feet (0.093 acres).

10' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 24th Street, south of Barnett Street (formerly known as Norton Street), and east of Norton Street (formerly known as 26th Street), in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the south right-of-way of Barnett Street (formerly known as Norton Street) and the west right-of-way of South 24th Street, said point being 20.00 ft. south of the centerline of Barnett Street (formerly known as Norton Street), said point also being 20.00 ft. west of the centerline of South 24th Street, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1467, Page 575);

Thence along the west right-of-way of the above said South 24th Street, S18°34'21"W a distance of 410.00 ft. to a point, said point being the southeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II), said point also being in the north line of a 10.00 ft. wide alley, said point also being the TRUE POINT OF BEGINNING; Thence from the TRUE POINT OF BEGINNING, continuing along the above said right-of-way and with a new property line, S18°34'21"W a distance of 10.00 ft. to a point, said point being in the south line of a 10.00 ft. wide alley, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1424, Page 125);

Thence along the south right-of-way of the 10.00' wide alley and the north line of the above said City of Paducah, Kentucky property (recorded in Deed Book 1424, Page 125), N71°35'34"W a distance of 274.86 ft. to a t-post, said point being in the east property line of the Duke Maintenance LLC property (recorded in Deed Book 1458, page 355);

Thence along the east property line of the above said Duke Maintenance LLC property, N1°54'03"E a distance of 10.89 ft. to a t-post, said point being in the north line of a 10.00 ft. wide alley, said point also being the southwest corner of the City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II);

Thence along the north right-of-way of the 10.00' wide alley, S71°30'04"E a distance of 277.99 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 2,826 square feet (0.065 acres).

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

a. On the 6th day of May, 2024, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

b. The City of Paducah is the only property owner in or abutting the public way; and therefore, has given its written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

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

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 14, 2024

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\st close\alley closures West of 24th Street between Center-Seitz-Barnett Street

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2024-05-

_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on

_____.

Lindsay Parish, City Clerk



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

Date: 4/17/2024

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

Public Right-of-Way: an alley west of S 24th St between 2364 S 24th St and Barnett St and an alley west of S 24th St between 2364 S 24th St and 2640 S 24th St

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

Respectfully submitted by all adjoining property owners:

Signature of Property Owner

George Bray, Mayor

Property Owner's Name Printed
300 S 5th Street
Paducah, KY 42003

Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 18th day of April, 2024,
by George P. Bray.

My Commission expires Feb 4, 2025.

Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCracken)

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

My Commission expires _____.

Notary Public, State at Large

Signature of Property Owner

Property Owner's Name Printed

Address

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 2,826 SQUARE FEET OF A 10' ALLEY WEST OF SOUTH 24TH STREET BETWEEN CENTER STREET & SEITZ STREET AND THE PROPOSED CLOSING OF 4,046 SQUARE FEET OF A 10' ALLEY WEST OF SOUTH 24TH STREET BETWEEN SEITZ STREET & BARNETT STREET.

WHEREAS, a public hearing was held on May 6, 2024 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close 2,826 square feet of a 10' alley west of South 24th Street between Center Street & Seitz Street and 4,046 square feet of a 10' alley west of South 24th Street between Seitz Street & Barnett Street.

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

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

10' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 24th Street, south of Barnett Street (formerly known as Norton Street), and east of Norton Street (formerly known as 26th Street), in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the south right-of-way of Barnett Street (formerly known as Norton Street) and the west right-of-way of South 24th Street, said point being 20.00 ft. south of the centerline of Barnett Street (formerly known as Norton Street), said point also being 20.00 ft. west of the centerline of South 24th Street, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1467, Page 575);

Thence along the west right-of-way of the above said South 24th Street, S18°34'21"W a distance of 120.00 ft. to a point, said point being the southeast corner of the above said City of Paducah, Kentucky property, said point also being in the north line of a 10.00 ft. wide alley, said point also being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING, continuing along the above said right-of-way and with a new property line, S18°34'21"W a distance of 10.00 ft. to a point, said point being in the south line of a 10.00 ft. wide alley, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II);

Thence along the south right-of-way of the 10.00' wide alley and the north line of the above said City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II), N71°28'36"W a distance of 399.91 ft. to a point, said point being in the east right-of-way of Norton Street (formerly known as 26th Street);

Thence along the east right-of-way line of the above said Norton Street (formerly known as 26th Street) and with a new property line, N24°52'00"W a distance of 13.76 ft. to a t-post, said point being in the north line of a 10.00 ft. wide alley, said point also being the southwest corner of the City of Paducah, Kentucky property (recorded in Deed Book 1465, page 120);

Thence along the north right-of-way of the 10.00' wide alley, S71°28'36"E a distance of 409.37 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 4,046 square feet (0.093 acres).

10' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of South 24th Street, south of Barnett Street (formerly known as Norton Street), and east of Norton Street (formerly known as 26th Street), in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at the intersection of the south right-of-way of Barnett Street (formerly known as Norton Street) and the west right-of-way of South 24th Street, said point being 20.00 ft. south of the centerline of Barnett Street (formerly known as Norton Street), said point also being 20.00 ft. west of the centerline of South 24th Street, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1467, Page 575);

Thence along the west right-of-way of the above said South 24th Street, S18°34'21"W a distance of 410.00 ft. to a point, said point being the southeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II), said point also being in the north line of a 10.00 ft. wide alley, said point also being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING, continuing along the above said right-of-way and with a new property line, S18°34'21"W a distance of 10.00 ft. to a point, said point being in the south line of a 10.00 ft. wide alley, said point also being the northeast corner of the City of Paducah, Kentucky property (recorded in Deed Book 1424, Page 125);

Thence along the south right-of-way of the 10.00' wide alley and the north line of the above said City of Paducah, Kentucky property (recorded in Deed Book 1424, Page 125), N71°35'34"W a distance of 274.86 ft. to a t-post, said point being in the east property line of the Duke Maintenance LLC property (recorded in Deed Book 1458, page 355);

Thence along the east property line of the above said Duke Maintenance LLC property, N1°54'03"E a distance of 10.89 ft. to a t-post, said point being in the north line of a 10.00 ft. wide alley, said point also being the southwest corner of the City of Paducah, Kentucky property (recorded in Deed Book 1441, Page 773, Parcel II);

Thence along the north right-of-way of the 10.00' wide alley, S71°30'04"E a distance of 277.99 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 2,826 square feet (0.065 acres).

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

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

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



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on May 6, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Amend the Code of Ordinances to create a new section of the City of Paducah Zoning Code related to Reasonable Accommodation for Recovery Homes - **J. SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer
Presentation By: Josh
Sommer

Background Information: This proposed text amendment is intended to provide a streamlined approach for the approval of Recovery Homes, while protecting the rights of handicapped individuals and the character of the surrounding neighborhood.

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

If yes, please list the Commission Priority: Commission Priorities List Operational Efficiencies

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD 126-88 Reasonable Accommodation for Recovery Homes
2. TXT2024-0001 Reasonable accommodation BOC
3. Signed Resolution

ORDINANCE NO. 2024-____-_____

AN ORDINANCE ESTABLISHING SECTION 126-88, REASONABLE
ACCOMMODATION FOR RECOVERY HOMES, OF THE CODE OF
ORDINANCES OF THE CITY OF PADUCAH KENTUCKY

WHEREAS, the City of Paducah desires to comply with state and federal law related to housing regulations, and encourages healthy and stable living conditions for individuals in recovery; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended by the Federal Fair Housing Amendments Act of 1988 (“FHA”), imposes an affirmative duty on local governments to make reasonable accommodations (modifications or exceptions) in their rules, policies, practices or services related to land use and zoning regulations when such accommodation may be necessary to afford an individual with a recognized handicap an equal opportunity to use and enjoy housing; and

WHEREAS, the Kentucky legislature recently enacted standards requiring certification for operation of recovery residences, Recovery Homes, sober living residences and similar homes in the Commonwealth of Kentucky; and

WHEREAS, codification of a local procedure for individuals with recognized handicaps seeking equal access to housing to request reasonable accommodation in the application of the City’s land use and zoning regulations, standards, policies, and procedures and establishment of relevant criteria to be used when considering such requests will ensure prompt, fair and efficient handling of such requests in accordance with the statutory mandates, including the reasonable accommodation mandates of the FHA while ensuring that the protections offered to legitimate recovering individuals are not abused by unqualified individuals; and

WHEREAS, the City has been granted broad police powers to preserve single-family characteristics of its single-family neighborhoods; and

WHEREAS, the City has the right to regulate both the number of persons who may reside in a single-family home and the manner in which it is used so long as such regulations do not unfairly discriminate or impair an individual’s rights of privacy and association; and

WHEREAS, individuals and families often purchase houses in predominately single-family neighborhoods with the expectation of establishing close and long-standing ties with their neighbors and the neighborhood; and

WHEREAS, the FHA prohibits enforcement of zoning regulations which would have the effect of discriminating against the handicapped in equal housing opportunities and requires the City provide reasonable accommodation in it’s zoning and other regulations if such accommodation is necessary to afford an individual with a recognized handicap an equal opportunity to use and enjoy housing of their choice; and

WHEREAS, the City desires to strike a balance between preserving the predominately single-family characteristics of residential neighborhoods and providing opportunities for the handicapped to reside in residential zones; and

WHEREAS, the City has been notified of an increase in the number of single-family houses being utilized as Recovery Homes for unrelated individuals; and

WHEREAS, the increase has generated community concerns and complaints including, but not limited to; the potential for overcrowding, clustering of Recovery Homes in close proximity to each other, the expansion of the use of the right-of-way for parking where parking is limited, increased police call activity and property value diminution; and

WHEREAS, the purpose of a Recovery Home is to provide a comfortable living environment for persons with alcohol or drug addictions in which they can remain clean and sober and can participate in a recovery program within a residential community environment so that they have the opportunity to reside in the neighborhood of their choice; and

WHEREAS, recognizing that recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered handicapped under the FHA; and

WHEREAS, concentrations of Recovery Homes and the placement of large numbers of recovering addicts in a single dwelling can undermine the benefits of home ownership in predominately single-family neighborhoods and can undermine the characteristics of predominately single-family neighborhoods; and

WHEREAS, the City recognizes that while not in character with predominately single-family neighborhoods; when operated lawfully, a Recovery Home provides a societal benefit by providing recognized handicapped individuals the opportunity to live in predominately single-family neighborhoods, as well as providing recovery programs for individuals attempting to overcome their addiction; and

WHEREAS, because of their often transient nature and above normal numbers of individuals residing in a single-family dwelling and the lack of regulations, Recovery Homes present problems not typically associated with more traditional single-family uses, including the housing of large numbers of unrelated individuals who may or may not be supervised; disproportionate number of vehicles associated with a single-family dwelling which causes disproportionate traffic and utilization of on-street parking; the potential for excessive noise, outdoor smoking and potential for littering which may interfere with the use and enjoyment of neighboring properties; creating neighbors which have little to no idea who resides in the dwelling with little to no interaction and a disregard for the impact with and upon the neighborhood; the disproportional impact upon City services; and the potential influx of individuals with criminal records; and

WHEREAS, there is a need for implementing criteria for determining and establishing reasonable accommodation within the City's Zoning Ordinance that formalize procedures related to such accommodation; and

WHEREAS, without some regulation there is no manner of ensuring that the individuals entering into Recovery Home are recognized handicapped individuals and entitled to reasonable accommodation; and

WHEREAS, this Ordinance will provide a mechanism for a Recovery Home to seek accommodation upon making a showing that such accommodation is reasonably necessary to afford the individual(s) with recognized handicaps proposing to reside therein, the right to use and enjoy a single-family dwelling in a manner similar to that enjoyed by non-handicapped individuals; and

WHEREAS, permitting multiple residents in a Recovery Home and establishing distance requirements and other criteria is reasonable and non-discriminatory and not only helps preserve the characteristics of predominately single-family neighborhoods but also furthers the purpose for which Recovery Homes are established; and

WHEREAS, in seeking a balance within the urban residential neighborhood characteristics of the City, a six hundred fifty foot (650') distance requirement still provides a reasonable market for the purchase and operation of a Recovery Home.

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

SECTION A. Section 126-88 of the Paducah Code of Ordinances shall be established to include the following:

Sec. 126-88. Reasonable accommodation for Recovery Homes.

(a) *Definitions.* For the purposes of this Article, the following terms are defined as follows:

(1) *Certifying Organization.* Certifying organization, as used in this Article, means:

- a. The Kentucky Recovery Housing Network;
- b. The National Alliance for Recovery Residences;
- c. Oxford House, Inc. and;
- d. Any other organization that develops and administers professional certification programs requiring minimum standards for the operation of recovery residences that has been recognized and approved by the Cabinet for Health and Family Services.

(2) *Fair Housing Laws.* The Federal Fair Housing Amendments Act of 1988 (FHA) and the provisions of KRS 344.600 et seq., as may be amended from time to time (fair housing laws).

(3) *Group Home.* A residential facility for the care of multiple unrelated individuals living in a single housekeeping unit and recognized as handicapped individuals under the Fair Housing Act and American with Disabilities Act. A Group Home shall be considered a Recovery Home for all purposes consistent herewith, even if such home includes multiple unrelated individuals.

(4) *Handicapped.* Person with disabilities; for the purposes herein, has the meaning set forth in the federal Fair Housing Act and the American with Disabilities Act and is an individual who has a physical or mental impairment that limits one (1) or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment. While a person recovering from substance abuse is considered a person with a disability under 42 U.S.C. § 3602 (h), a person who is currently engaged in illegal use of a controlled substance is not.

(5) *Operator.* An individual or business entity, whether for profit or non-profit, which provides residential services at a Recovery Home.

(6) *Reasonable Accommodation.* The act of making a dwelling unit or housing facility readily accessible to, and usable by, a person with disabilities, through the removal of constraints in the City's land use, zoning, permit and processing procedures. All requested or proposed accommodations may not be reasonable and the reasonableness of a request will be determined by the City.

- (7) *Recovery Home*. A Recovery Home means a single-family dwelling unit inhabited or intended to be inhabited by unrelated individuals recovering from a drug and/or alcohol addiction, considered as a handicapped individual under state or federal law, which promotes use disorder recovery through abstinence from intoxicating substances; and shall not include facilities which provide on-site supportive services to residents including the following: mental health services; clinical rehabilitation services; social services; medical, dental, nutritional or other health care services; financial management services; legal services; vocational services or other similar supportive services.
- (8) *Recovery Support Services*. Recovery support services means activities that are directed primarily toward recovery from substance use disorders and includes; but is not limited to, mutual aid self-help meetings, recovery coaching, spiritual coaching, group support and assistance in achieving and retaining gainful employment. Recovery support services does not include any medical, clinical, behavioral health or other substance use treatment service for which a license or other approval is required under state law.

(b) *Purpose*.

- (1) Fair Housing Laws impose an affirmative duty on local governments to make reasonable accommodation in their land use, zoning regulations and land-use practices when such accommodation may be necessary to afford handicapped individuals an equal opportunity to housing in accordance therewith.
- (2) In furtherance of the purposes of the Fair Housing Laws, this section is intended to: preserve the residential character of predominately single-family residential neighborhoods; ensure that inhabitants of Recovery Homes are actually entitled to reasonable accommodation; limit the secondary impacts of Recovery Homes by reducing noise, lighting and traffic; preserve safety, provide adequate on-street or off-street parking; provide an accommodation for handicapped individuals that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling in a residential neighborhood and to encourage living environments that will enhance opportunities for handicapped individuals to remain in recovery. Pursuant to Fair Housing Laws, this article is also created to provide handicapped individuals reasonable accommodation in zoning regulations to ensure equal access to housing and facilitate the development of housing for individuals with such recognized handicaps when the same may act as a barrier to fair housing opportunities.
- (3) There is hereby established a procedure for making requests for reasonable accommodation in land use and zoning regulations to comply fully with the intent and purpose of Fair Housing Laws. Unless a Recovery Home has been granted reasonable accommodation as provided in this Article, Recovery Homes shall comply with zoning regulations applicable to the zone in which they are located.

(c) *Applicability*. Reasonable accommodation within the context of the land use and zoning regulations means providing individuals with recognized handicaps flexibility in the application of land use regulations, zoning regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.

- (d) *Notice to the Public of Availability of Accommodating Process.* Notice of the availability of reasonable accommodation shall be prominently displayed and provided to requesting individuals, advising the public of the availability of the procedure for eligible applicants.
- (e) *Application for Requesting Reasonable Accommodation.*
- (1) Forms for requesting reasonable accommodation shall be available in the Planning Department and online.
 - (2) An application for reasonable accommodation may be made by:
 - a. Any handicapped individual or his or her representative;
 - b. The owner of the real property intended for use as a Recovery Home for handicapped individuals; or
 - c. The operator of an entity providing residential services at the location.
 - (3) Requests for reasonable accommodation shall be in writing and provide the following information:
 - a. Name, address and phone number of the applicant requesting reasonable accommodation;
 - b. Name, address and phone number of the house manager who is responsible for the day-to-day operation of the facility, if any;
 - c. Address of the property for which accommodation is requested;
 - d. Name, address and phone number of the property owner(s) if not the applicant;
 - e. If the applicant/ operator is not the property owner, a copy of any lease agreement between applicant/ operator and owner must be provided as well as written approval from the property owner to operate a Recovery Home at the proposed location;
 - f. Detailed description of the requested accommodation with reference to any known regulation, policy or procedure from which relief is sought;
 - g. Reason that the requested accommodation may be necessary for the handicapped individual(s) to use the dwelling;
 - h. Copy of the Recovery Home rules and regulations including intake procedures and relapse policy;
 - i. Blank copies of all forms that residents or potential residents are required to complete;
 - j. An affirmation by the applicant or operator that only handicapped residents shall reside at the Recovery Home;
 - k. Where the applicant is not an intended occupant, but instead intends to operate the home for financial or charitable purposes, a copy of any agreement between the applicant/ operator and the property owner setting forth or concerning any fee arrangement or financial reimbursement applicable to each resident of the Recovery Home; and
 - l. Copy of certification by a Certifying Organization, either permitting the individual or entity to operate a Recovery Home, or indicating the individual or entity is otherwise exempt from certification requirements pursuant to KRS 222.502(b), or proof that the Recovery Home has applied for certification with a Certifying Organization or the Cabinet for Health and Family Services
 - (4) Any information obtained related to an individual's handicap or medical condition shall be considered confidential, shall be retained in a manner so as to respect the privacy rights of

the applicant and shall not be made available for public inspection unless otherwise required by law.

- (5) A request for reasonable accommodation to the regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation shall not affect an individual's obligations to comply with all ordinances and laws not at issue in the requested accommodation.
- (6) If an applicant needs assistance in making the request for reasonable accommodation, the applicant shall submit a request for assistance to the Director of Planning and assistance in filing an appropriate request shall be provided.
- (7) An applicant may seek relief from the strict application of the provisions of this article by submitting such request in writing to the Director of Planning setting forth specific reasons as to why accommodation over and above the provisions set forth herein is necessary.
- (8) No application fee shall be charged, except that entities operation a dwelling for-profit shall comply with Section 106-65 of the Paducah Code of Ordinances.

(f) *Grounds for Reasonable Accommodation.*

- (1) In determining whether to grant a reasonable accommodation, the Director shall consider the totality of the following factors:
 - a. That the property will be used by an individual with a recognized handicap protected under Fair Housing Laws;
 - b. Special needs created by the recognized handicap;
 - c. Potential benefit that can be accomplished by the requested modification;
 - d. Potential impact on properties within the vicinity, including impacts on parking, ingress and egress, traffic, lighting and noise;
 - e. Physical attributes of the property and dwelling structure;
 - f. Alternate accommodations that may provide an equivalent level of benefit;
 - g. Whether the requested accommodation would impose an undue financial or administrative burden on the City;
 - h. Whether the requested accommodation would require a fundamental alteration in the nature of a City function or service, including in the City's overall zoning scheme and neighborhood development; and
 - i. Whether granting the request would be consistent with the City's Comprehensive Plan.
- (2) In making a determination of whether the requested accommodation would require a fundamental alteration in the immediate neighborhood, the City's overall zoning scheme, overall neighborhood development or the City's Comprehensive Plan, an analysis shall be required of the number of Recovery Homes already accommodated within any specific neighborhood such that the accommodation of the request with an additional Recovery Home would institutionalize a predominately single-family dwelling neighborhood.
- (3) The Director shall not be required to undertake an investigation of the occupants' handicap. A Recovery Home certified by a Certifying Organization, or which has applied for Certification with a Certifying Organization or the Cabinet for Health and Family Services, and which has a drug testing and relapse policy shall constitute proof of status as handicapped for purposes of this Section.

(g) *Distance Requirement.*

- (1) No Recovery Home shall be located within six hundred fifty (650) feet, as measured from the closest property lines, of any other Recovery Home, except as delineated in (g) (2) herein.
- (2) Recovery Homes in existence at the time of enactment of this Section, as referenced in Section (j) (1) herein, which provide proof of Certification by a Certifying Organization and compliance with requirements of the Cabinet for Health and Family Services on July 1, 2024, shall not be required to cease operation due to proximity of less than six hundred fifty (650) feet from the property lines of another Recovery Home.
- (3) Upon revocation of a permit as set forth in Sections (j) (6) or (n) (1) herein, Recovery Homes in existence at the time of enactment of this Section, as referenced in Section (j) (1) herein shall no longer be excepted from the distance requirement. Upon reapplication for a permit, if any, such Recovery Home shall be required to meet the distance requirement set forth herein.

(h) *Reviewing Authority.*

- (1) Requests for reasonable accommodation shall be reviewed by the Director of Planning using the criteria set forth herein.
- (2) The Director shall issue a written decision either granting or denying a temporary permit to operate a Recovery Home in the intended location, in accordance with Section (k) herein. A Temporary Permit may be issued in accordance with Section (j) if, upon initial review, the factors set forth in Section (f) (1)-(2) and (i) (2)-(9) weigh in favor of granting the reasonable accommodation.
- (3) The Director shall issue a written decision on a request for reasonable accommodation within thirty (30) days of receipt of proof of Certification or Denial of Certification by a Certifying Organization or the Cabinet for Health and Family Services and may either grant, grant with modifications or deny a request for reasonable accommodation in accordance with the required findings set forth below.
- (4) If necessary to reach a determination on the request, the Director may request further information from the applicant consistent with Fair Housing Laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision shall be stayed until the applicant responds to the request.

(i) *Required Findings.* The written decision to grant, grant with modifications or deny a request for reasonable accommodation shall be consistent with Fair Housing Laws and based on the following factors:

- (1) The Recovery Home shall have applied for certification with a Certifying Organization or the Cabinet for Health and Family Services and otherwise in good standing with the Cabinet for Health and Family Services, as required by KRS 222.502.
 - a. Should the Recovery Home fail to have applied for certification with the Cabinet for Health and Family Services or a Certifying Organization, or otherwise fail to be in good standing with the Cabinet for Health and Family Services as required by KRS

222.502, and not otherwise exempt from certification pursuant to KRS 222.502 (b), the Director's inquiry shall end and the Director need not consider any remaining factors.

- (2) Whether the Recovery Home will be used by individuals with a recognized handicap as defined herein and protected under Fair Housing Laws.
- (3) Whether the requested accommodation is necessary to make housing available to an individual with a recognized handicap protected under the Fair Housing Laws.
- (4) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
- (5) Whether the requested accommodation would require a fundamental alteration in the nature of the City's land use or zoning regulations, codes or related programs.
- (6) Whether the requested accommodation will fundamentally alter the neighborhood due to changes in noise, lighting, parking, traffic or other factors deemed appropriate at the discretion of the Director.
- (7) Whether the requested accommodation will result in a direct threat to the health, safety or welfare of other individuals or cause physical damage to the property of others.
- (8) Whether the requested accommodation is necessary to make facilities of a similar nature economically viable in light of the particularities of the relevant market and market participants.
- (9) Whether the existing supply of facilities of a similar nature is already sufficient to provide individuals with a recognized handicap an equal opportunity to live in a residential setting.
- (10) Whether the applicant has previously had reasonable accommodation revoked or suspended, including the reasons therefore.

(j) *Temporary Permit.*

- (1) Recovery Homes in Existence at Time of Enactment: The Planning Director shall issue a temporary permit to the operator of a Recovery Home already in existence prior to enactment of this Ordinance which has applied for Certification with a Certifying Organization or the Cabinet for Health and Family Services and provided proof of such application. Upon Certification by a Certifying Organization or the Cabinet for Health and Family Services and provision of proof of certification by the Cabinet for Health and Family Services, a Recovery Home in existence prior to enactment of this Ordinance shall not be required to submit a request for reasonable accommodation as otherwise required herein, but shall be required to submit additional documentation annually.
- (2) Recovery Homes Not in Existence at Time of Enactment: The Planning Director may issue a temporary permit to the operator of a Recovery Home which is not already in existence prior to the enactment of this Ordinance and which has submitted an application for Certification with a Certifying Organization or the Cabinet for Health and Family Services, if upon initial review; the factors set forth in Section (f) (1)-(2) and (i) (2)-(9) herein weigh in favor of granting the reasonable accommodation.
- (3) A temporary permit shall authorize the occupancy of a Recovery Home until such time as a Certifying Organization or the Cabinet for Health and Family Services approves or denies the Recovery Home's application.

- (4) A temporary permit shall indicate only that the Recovery Home has applied for Certification and is in good standing with the Certifying Organization or the Cabinet for Health and Family Services. A temporary permit is not a determination that the Recovery Home will likely be Certified or finally granted reasonable accommodation.
- (5) The temporary permit shall be valid until the Certifying Organization or the Cabinet for Health and Family Services grants or denies certification following a site visit at the intended or temporarily permitted location.
- (6) In the event the Recovery Home's application for Certification is denied by a Certifying Organization or the Cabinet for Health and Family Services, the Recovery Home's temporary permit shall be revoked.

(k) *Written Decision on the Request for Reasonable Accommodation.*

- (1) The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Director's findings as set forth in subsection (j) herein.
- (2) The written decision shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below.
- (3) The notice of decision shall be sent to the applicant by certified mail.
- (4) The written decision of the Director shall be deemed final unless an applicant appeals the decision to the Board of Adjustment within the prescribed time period pursuant to KRS 100.261 (l).
- (5) In the event the Director fails to render a written decision within thirty (30) days, the request shall be forwarded to the City Manager's Office for final determination, which shall make such written determination within fifteen (15) days thereof.
- (6) While a request for reasonable accommodation is pending, all ordinances, laws and regulations otherwise applicable to the property shall remain in full force and effect.
- (7) The Director shall maintain records of requests for reasonable accommodation and the response thereto, including final written decisions.

(l) *Appeals*

- (1) An applicant may appeal an adverse decision within thirty (30) days of the date of the written decision. Appeals from the adverse decision shall be made in writing to the Board of Adjustment.
- (2) Appeals shall be filed in the Planning Department.
- (3) All appeals shall contain a statement of the grounds for the appeal.
- (4) Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

(m) *Requirements of Recovery Homes Following Written Decision Granting Reasonable Accommodation.* Following the written determination that a Recovery Home is entitled to reasonable accommodation, the Recovery Home shall be subject to the following:

- (1) Insurance and Mortgage Notification Requirement.
 - a. The operator of any Recovery Home shall be required to maintain and provide proof to the City of liability insurance coverage in the amount of three-hundred thousand

dollars (\$300,000) per person and one million dollars (\$1,000,000) per occurrence, for personal injury to persons or property damage.

- b. The operator shall be required to provide proof to the City that any mortgage lien holder on the subject property has been notified of the use of the premises as a Recovery Home.
- (2) Good Neighbor Policy. The Recovery Home shall maintain a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for accepting complaints from neighbors and for the house manager/operator to follow when a neighbor complaint is received.
- (3) Parking. The Recovery Home shall not permit occupants or visitors to park on unfinished, grass or dirt surfaces. Occupant parking shall not be permitted to interfere with the ingress and egress of the home or neighboring properties.
- (4) Maintenance of records. The Recovery Home operator shall maintain records for a period of one (1) year following eviction, or involuntary termination, of an occupant. Nothing herein shall require an operator to violate any provision of state or federal law regarding confidentiality of health care information.
- (5) The operator shall screen occupants for registry pursuant to KRS 17.510. The operator shall ensure that no occupant resides in the Recovery Home in violation of KRS 17.545.
- (6) Compliance with Applicable Codes. The Recovery Home shall remain in full compliance with all applicable building, electrical, fire, property maintenance, and nuisance codes.
- (7) The operator shall be responsible for filing with the City:
 1. Any updates or changes to policies, procedures, ownership or operating entity within thirty (30) days;
 2. Any changes in certification or licensure with the Cabinet for Health and Family Services and/or Certifying Organization within seven (7) days; and
 3. Updated / renewed proof of insurance as required in (m) (1), certification, and registry with the Cabinet for Health and Family Services annually, on or before April 15.

(n) *Suspension and Revocation.*

- (1) A Recovery Home, including those with temporary permits pursuant to subsection (j), shall be subject to suspension or revocation of accommodation, subject to notice and a right to a hearing, due to any of the following conditions indicating that the accommodation is either no longer reasonable or no longer appropriate under state or federal law:
 - a. Any applicant, property owner, operator or staff person has provided materially false or misleading information in the request for accommodation or omitted any pertinent information.
 - b. Any applicant, property owner, operator or staff person has been convicted of, or pleaded nolo contendere, within the last ten (10) years, to any of the following:
 1. Any sex offense for which a person is required to register as a sex offender under KRS 17.510;
 2. Arson offenses;

3. Violent felonies involving bodily harm to another person; or
 4. Unlawful sale or distribution of controlled substances.
 - c. Any operator that accepts residents, other than a house manager or staff member, who are not handicapped as defined under Fair Housing Laws.
 - d. The Recovery Home is denied or loses certification by a Certifying Organization or the Cabinet for Health and Family Services or otherwise fails to comply with the requirements of KRS 222.502 or KRS 222.506.
 - e. The operator fails to immediately take measures to remove any resident who no longer meets the definition of handicapped as defined under Fair Housing Laws, due to current illegal use or abuse of a controlled substance or addiction.
 - f. Significant or repeated violations of this Section or any other applicable laws, ordinances and/or regulations.
- (2) Prior to revocation of the permit or temporary permit providing accommodation, the operator of a Recovery Home shall be provided written notice of the City's intent to suspend or revoke an accommodation, including the reasons for such suspension or revocation. The operator shall have the right to request a hearing to contest the intent in writing within five (5) business days of receipt of the notice of intent to suspend or revoke the accommodation. The request for hearing shall be filed with the Planning Department.
 - (3) Upon written request, a hearing shall be scheduled before the Board of Adjustment, in accordance with KRS 100.261.
 - (4) Appeals from the Board of Adjustment shall follow KRS 100.347.

SECTION 2. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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, May 14, 2024

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\plan\126-88 Reasonable Accommodation for Recovery Homes



TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE No.	TXT2024-0001
TITLES	126-88 Reasonable accommodation for recovery homes
DESCRIPTION	Text change to provide for recovery homes and the establishment procedures thereof.

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). Said public hearing took place on May 6, 2024. The Planning Commission has forwarded a favorable recommendation to the Board of Commissioners with a 4-2 vote. (Commissioners Kaler, Morrison, Rhodes and Chairman Wade voting Yea, Commissioners Carman and Griffin voting Nay).

CONSIDERATIONS

In recent years, the City has received numerous requests to establish recovery homes in various areas of the City. There has not been a streamlined or formal established procedure. In order to protect the character of the City's residential neighborhoods while also providing equal access to housing and facilitating the development of housing for individuals with recognized handicaps, staff would like to propose guidelines and establishment procedures contained herein.

The City has utilized several sources in developing the proposed text amendment contained herein. The City of Bellvue, Kentucky, in collaboration with Newport, Fort Wright and other communities, adopted a similar ordinance to our proposal. The reasonable accommodation for the cities of Phoenix, Arizona and Costa Mesa, California have also been reviewed because they have been heavily litigated on claims under the Americans with Disabilities Act and the Fair Housing Act. The City of Paducah wishes to draw from successes and challenges of these communities in formulating procedures that serve both the residential neighborhoods as well as the rights of handicapped individuals. Further, this ordinance was developed in consideration of decisions rendered from the United States Supreme Court regarding Oxford Houses and zoning ordinances affecting those establishments in litigation from across the United States.

TEXT AMENDMENTS

The proposed amendments are as follows:

WHEREAS, the City of Paducah desires to comply with state and federal law related to housing regulations, and encourages healthy and stable living conditions for individuals in recovery; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended by the Federal Fair Housing Amendments Act of 1988 ("FHA"), imposes an affirmative duty on local governments to make reasonable accommodations (modifications or exceptions) in their rules, policies, practices or services related to land use and zoning regulations when such accommodation may be necessary to afford an individual with a recognized handicap an equal opportunity to use and enjoy housing; and

WHEREAS, the Kentucky legislature recently enacted standards requiring certification for operation of recovery residences, Recovery Homes, sober living residences and similar homes in the Commonwealth of Kentucky; and

WHEREAS, codification of a local procedure for individuals with recognized handicaps seeking equal access to housing to request reasonable accommodation in the application of the City's land use and zoning regulations, standards, policies, and procedures and establishment of relevant criteria to be used when considering such requests will ensure prompt, fair and efficient handling of such requests in accordance with the statutory mandates, including the reasonable accommodation mandates of the FHA while ensuring that the protections offered to legitimate recovering individuals are not abused by unqualified individuals; and

WHEREAS, the City has been granted broad police powers to preserve single-family characteristics of its single-family neighborhoods; and

WHEREAS, the City has the right to regulate both the number of persons who may reside in a single-family home and the manner in which it is used so long as such regulations do not unfairly discriminate or impair an individual's rights of privacy and association; and

WHEREAS, individuals and families often purchase houses in predominately single-family neighborhoods with the expectation of establishing close and long-standing ties with their neighbors and the neighborhood; and

WHEREAS, the FHA prohibits enforcement of zoning regulations which would have the effect of discriminating against the handicapped in equal housing opportunities and requires the City provide reasonable accommodation in it's zoning and other regulations if such accommodation is necessary to afford an individual with a recognized handicap an equal opportunity to use and enjoy housing of their choice; and

WHEREAS, the City desires to strike a balance between preserving the predominately single-family characteristics of residential neighborhoods and providing opportunities for the handicapped to reside in residential zones; and

WHEREAS, the City has been notified of an increase in the number of single-family houses being utilized as Recovery Homes for unrelated individuals; and

WHEREAS, the increase has generated community concerns and complaints including, but not limited to; the potential for overcrowding, clustering of Recovery Homes in close proximity to each other, the expansion of the use of the right-of-way for parking where parking is limited, increased police call activity and property value diminution; and

WHEREAS, the purpose of a Recovery Home is to provide a comfortable living environment for persons with alcohol or drug addictions in which they can remain clean and sober and can participate in a recovery program within a residential community environment so that they have the opportunity to reside in the neighborhood of their choice; and

WHEREAS, recognizing that recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered handicapped under the FHA; and

WHEREAS, concentrations of Recovery Homes and the placement of large numbers of recovering addicts in a single dwelling can undermine the benefits of home ownership in predominately single-family neighborhoods and can undermine the characteristics of predominately single-family neighborhoods; and

WHEREAS, the City recognizes that while not in character with predominately single-family neighborhoods; when operated lawfully, a Recovery Home provides a societal benefit by providing recognized handicapped individuals the opportunity to live in predominately single-family neighborhoods, as well as providing recovery programs for individuals attempting to overcome their addiction; and

WHEREAS, because of their often transient nature and above normal numbers of individuals residing in a single-family dwelling and the lack of regulations, Recovery Homes present problems not typically associated with more traditional single-family uses, including the housing of large numbers of unrelated individuals who may or may not be supervised; disproportionate number of vehicles associated with a single-family dwelling which causes disproportionate traffic and utilization of on-street parking; the potential for excessive noise, outdoor smoking and potential for littering which may interfere with the use and enjoyment of neighboring properties; creating neighbors which have little to no idea who resides in the dwelling with little to no interaction and a disregard for the impact with and upon the neighborhood; the disproportional impact upon City services; and the potential influx of individuals with criminal records; and

WHEREAS, there is a need for implementing criteria for determining and establishing reasonable accommodation within the City's Zoning Ordinance that formalize procedures related to such accommodation; and

WHEREAS, without some regulation there is no manner of ensuring that the individuals entering into Recovery Home are recognized handicapped individuals and entitled to reasonable accommodation; and

WHEREAS, this Ordinance will provide a mechanism for a Recovery Home to seek accommodation upon making a showing that such accommodation is reasonably necessary to afford the individual(s) with recognized handicaps proposing to reside therein, the right to use and enjoy a single-family dwelling in a manner similar to that enjoyed by non-handicapped individuals; and

WHEREAS, permitting multiple residents in a Recovery Home and establishing distance requirements and other criteria is reasonable and non-discriminatory and not only helps preserve the characteristics of predominately single-family neighborhoods but also furthers the purpose for which Recovery Homes are established; and

WHEREAS, in seeking a balance within the urban residential neighborhood characteristics of the City, a six hundred fifty foot (650') distance requirement still provides a reasonable market for the purchase and operation of a Recovery Home.

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

SECTION A. Section 126-88 of the Paducah Code of Ordinances shall be established to include the following:

Sec. 126-88. Reasonable accommodation for Recovery Homes.

(a) *Definitions.* For the purposes of this Article, the following terms are defined as follows:

(1) *Certifying Organization.* Certifying organization, as used in this Article, means:

- a. The Kentucky Recovery Housing Network;
- b. The National Alliance for Recovery Residences;
- c. Oxford House, Inc. and;

- d. Any other organization that develops and administers professional certification programs requiring minimum standards for the operation of recovery residences that has been recognized and approved by the Cabinet for Health and Family Services.
- (2) *Fair Housing Laws*. The Federal Fair Housing Amendments Act of 1988 (FHA) and the provisions of KRS 344.600 et seq., as may be amended from time to time (fair housing laws).
- (3) *Group Home*. A residential facility for the care of multiple unrelated individuals living in a single housekeeping unit and recognized as handicapped individuals under the Fair Housing Act and American with Disabilities Act. A Group Home shall be considered a Recovery Home for all purposes consistent herewith, even if such home includes multiple unrelated individuals.
- (4) *Handicapped*. Person with disabilities; for the purposes herein, has the meaning set forth in the federal Fair Housing Act and the American with Disabilities Act and is an individual who has a physical or mental impairment that limits one (1) or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment. While a person recovering from substance abuse is considered a person with a disability under 42 U.S.C. § 3602 (h), a person who is currently engaged in illegal use of a controlled substance is not.
- (5) *Operator*. An individual or business entity, whether for profit or non-profit, which provides residential services at a Recovery Home.
- (6) *Reasonable Accommodation*. The act of making a dwelling unit or housing facility readily accessible to, and usable by, a person with disabilities, through the removal of constraints in the City's land use, zoning, permit and processing procedures. All requested or proposed accommodations may not be reasonable and the reasonableness of a request will be determined by the City.
- (7) *Recovery Home*. A Recovery Home means a single-family dwelling unit inhabited or intended to be inhabited by unrelated individuals recovering from a drug and/or alcohol addiction, considered as a handicapped individual under state or federal law, which promotes use disorder recovery through abstinence from intoxicating substances; and shall not include facilities which provide on-site supportive services to residents including the following: mental health services; clinical rehabilitation services; social services; medical, dental, nutritional or other health care services; financial management services; legal services; vocational services or other similar supportive services.
- (8) *Recovery Support Services*. Recovery support services means activities that are directed primarily toward recovery from substance use disorders and includes; but is not limited to, mutual aid self-help meetings, recovery coaching, spiritual coaching, group support and assistance in achieving and retaining gainful employment. Recovery support services does not include any medical, clinical, behavioral health or other substance use treatment service for which a license or other approval is required under state law.

(b) *Purpose*.

- (1) Fair Housing Laws impose an affirmative duty on local governments to make reasonable accommodation in their land use, zoning regulations and land-use practices when such accommodation may be necessary to afford handicapped individuals an equal opportunity to housing in accordance therewith.
- (2) In furtherance of the purposes of the Fair Housing Laws, this section is intended to: preserve the residential character of predominately single-family residential neighborhoods; ensure that

inhabitants of Recovery Homes are actually entitled to reasonable accommodation; limit the secondary impacts of Recovery Homes by reducing noise, lighting and traffic; preserve safety, provide adequate on-street or off-street parking; provide an accommodation for handicapped individuals that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling in a residential neighborhood and to encourage living environments that will enhance opportunities for handicapped individuals to remain in recovery. Pursuant to Fair Housing Laws, this article is also created to provide handicapped individuals reasonable accommodation in zoning regulations to ensure equal access to housing and facilitate the development of housing for individuals with such recognized handicaps when the same may act as a barrier to fair housing opportunities.

- (3) There is hereby established a procedure for making requests for reasonable accommodation in land use and zoning regulations to comply fully with the intent and purpose of Fair Housing Laws. Unless a Recovery Home has been granted reasonable accommodation as provided in this Article, Recovery Homes shall comply with zoning regulations applicable to the zone in which they are located.

(c) *Applicability.* Reasonable accommodation within the context of the land use and zoning regulations means providing individuals with recognized handicaps flexibility in the application of land use regulations, zoning regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.

(d) *Notice to the Public of Availability of Accommodating Process.* Notice of the availability of reasonable accommodation shall be prominently displayed and provided to requesting individuals, advising the public of the availability of the procedure for eligible applicants.

(e) *Application for Requesting Reasonable Accommodation.*

- (1) Forms for requesting reasonable accommodation shall be available in the Planning Department and online.
- (2) An application for reasonable accommodation may be made by:
 - a. Any handicapped individual or his or her representative;
 - b. The owner of the real property intended for use as a Recovery Home for handicapped individuals; or
 - c. The operator of an entity providing residential services at the location.
- (3) Requests for reasonable accommodation shall be in writing and provide the following information:
 - a. Name, address and phone number of the applicant requesting reasonable accommodation;
 - b. Name, address and phone number of the house manager who is responsible for the day-to-day operation of the facility, if any;
 - c. Address of the property for which accommodation is requested;
 - d. Name, address and phone number of the property owner(s) if not the applicant;
 - e. If the applicant/ operator is not the property owner, a copy of any lease agreement between applicant/ operator and owner must be provided as well as written approval from the property owner to operate a Recovery Home at the proposed location;

- f. Detailed description of the requested accommodation with reference to any known regulation, policy or procedure from which relief is sought;
 - g. Reason that the requested accommodation may be necessary for the handicapped individual(s) to use the dwelling;
 - h. Copy of the Recovery Home rules and regulations including intake procedures and relapse policy;
 - i. Blank copies of all forms that residents or potential residents are required to complete;
 - j. An affirmation by the applicant or operator that only handicapped residents shall reside at the Recovery Home;
 - k. Where the applicant is not an intended occupant, but instead intends to operate the home for financial or charitable purposes, a copy of any agreement between the applicant/ operator and the property owner setting forth or concerning any fee arrangement or financial reimbursement applicable to each resident of the Recovery Home; and
 - l. Copy of certification by a Certifying Organization, either permitting the individual or entity to operate a Recovery Home, or indicating the individual or entity is otherwise exempt from certification requirements pursuant to KRS 222.502(b), or proof that the Recovery Home has applied for certification with a Certifying Organization or the Cabinet for Health and Family Services
- (4) Any information obtained related to an individual's handicap or medical condition shall be considered confidential, shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection unless otherwise required by law.
- (5) A request for reasonable accommodation to the regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation shall not affect an individual's obligations to comply with all ordinances and laws not at issue in the requested accommodation.
- (6) If an applicant needs assistance in making the request for reasonable accommodation, the applicant shall submit a request for assistance to the Director of Planning and assistance in filing an appropriate request shall be provided.
- (7) An applicant may seek relief from the strict application of the provisions of this article by submitting such request in writing to the Director of Planning setting forth specific reasons as to why accommodation over and above the provisions set forth herein is necessary.
- (8) No application fee shall be charged, except that entities operation a dwelling for-profit shall comply with Section 106-65 of the Paducah Code of Ordinances.

(f) *Grounds for Reasonable Accommodation.*

- (1) In determining whether to grant a reasonable accommodation, the Director shall consider the totality of the following factors:
- a. That the property will be used by an individual with a recognized handicap protected under Fair Housing Laws;
 - b. Special needs created by the recognized handicap;
 - c. Potential benefit that can be accomplished by the requested modification;
 - d. Potential impact on properties within the vicinity, including impacts on parking, ingress and egress, traffic, lighting and noise;
 - e. Physical attributes of the property and dwelling structure;

- f. Alternate accommodations that may provide an equivalent level of benefit;
 - g. Whether the requested accommodation would impose an undue financial or administrative burden on the City;
 - h. Whether the requested accommodation would require a fundamental alteration in the nature of a City function or service, including in the City's overall zoning scheme and neighborhood development; and
 - i. Whether granting the request would be consistent with the City's Comprehensive Plan.
- (2) In making a determination of whether the requested accommodation would require a fundamental alteration in the immediate neighborhood, the City's overall zoning scheme, overall neighborhood development or the City's Comprehensive Plan, an analysis shall be required of the number of Recovery Homes already accommodated within any specific neighborhood such that the accommodation of the request with an additional Recovery Home would institutionalize a predominately single-family dwelling neighborhood.
- (3) The Director shall not be required to undertake an investigation of the occupants' handicap. A Recovery Home certified by a Certifying Organization, or which has applied for Certification with a Certifying Organization or the Cabinet for Health and Family Services, and which has a drug testing and relapse policy shall constitute proof of status as handicapped for purposes of this Section.

(g) *Distance Requirement.*

- (1) No Recovery Home shall be located within six hundred fifty (650) feet, as measured from the closest property lines, of any other Recovery Home, except as delineated in (g) (2) herein.
- (2) Recovery Homes in existence at the time of enactment of this Section, as referenced in Section (j) (1) herein, which provide proof of Certification by a Certifying Organization and compliance with requirements of the Cabinet for Health and Family Services on July 1, 2024, shall not be required to cease operation due to proximity of less than six hundred fifty (650) feet from the property lines of another Recovery Home.
- (3) Upon revocation of a permit as set forth in Sections (j) (6) or (n) (1) herein, Recovery Homes in existence at the time of enactment of this Section, as referenced in Section (j) (1) herein shall no longer be excepted from the distance requirement. Upon reapplication for a permit, if any, such Recovery Home shall be required to meet the distance requirement set forth herein.

(h) *Reviewing Authority.*

- (1) Requests for reasonable accommodation shall be reviewed by the Director of Planning using the criteria set forth herein.
- (2) The Director shall issue a written decision either granting or denying a temporary permit to operate a Recovery Home in the intended location, in accordance with Section (k) herein. A Temporary Permit may be issued in accordance with Section (j) if, upon initial review, the factors set forth in Section (f) (1)-(2) and (i) (2)-(9) weigh in favor of granting the reasonable accommodation.
- (3) The Director shall issue a written decision on a request for reasonable accommodation within thirty (30) days of receipt of proof of Certification or Denial of Certification by a Certifying Organization or the Cabinet for Health and Family Services and may either grant, grant with modifications or deny a request for reasonable accommodation in accordance with the required findings set forth below.

- (4) If necessary to reach a determination on the request, the Director may request further information from the applicant consistent with Fair Housing Laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision shall be stayed until the applicant responds to the request.
- (i) *Required Findings.* The written decision to grant, grant with modifications or deny a request for reasonable accommodation shall be consistent with Fair Housing Laws and based on the following factors:
- (1) The Recovery Home shall have applied for certification with a Certifying Organization or the Cabinet for Health and Family Services and otherwise in good standing with the Cabinet for Health and Family Services, as required by KRS 222.502.
 - a. Should the Recovery Home fail to have applied for certification with the Cabinet for Health and Family Services or a Certifying Organization, or otherwise fail to be in good standing with the Cabinet for Health and Family Services as required by KRS 222.502, and not otherwise exempt from certification pursuant to KRS 222.502 (b), the Director's inquiry shall end and the Director need not consider any remaining factors.
 - (2) Whether the Recovery Home will be used by individuals with a recognized handicap as defined herein and protected under Fair Housing Laws.
 - (3) Whether the requested accommodation is necessary to make housing available to an individual with a recognized handicap protected under the Fair Housing Laws.
 - (4) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
 - (5) Whether the requested accommodation would require a fundamental alteration in the nature of the City's land use or zoning regulations, codes or related programs.
 - (6) Whether the requested accommodation will fundamentally alter the neighborhood due to changes in noise, lighting, parking, traffic or other factors deemed appropriate at the discretion of the Director.
 - (7) Whether the requested accommodation will result in a direct threat to the health, safety or welfare of other individuals or cause physical damage to the property of others.
 - (8) Whether the requested accommodation is necessary to make facilities of a similar nature economically viable in light of the particularities of the relevant market and market participants.
 - (9) Whether the existing supply of facilities of a similar nature is already sufficient to provide individuals with a recognized handicap an equal opportunity to live in a residential setting.
 - (10) Whether the applicant has previously had reasonable accommodation revoked or suspended, including the reasons therefore.
- (j) *Temporary Permit.*
- (1) Recovery Homes in Existence at Time of Enactment: The Planning Director shall issue a temporary permit to the operator of a Recovery Home already in existence prior to enactment of this Ordinance which has applied for Certification with a Certifying Organization or the Cabinet for Health and Family Services and provided proof of such application. Upon Certification by a Certifying Organization or the Cabinet for Health and Family Services and provision of proof of certification by the Cabinet for Health and Family Services, a Recovery Home in existence prior to enactment of this Ordinance shall not be required to submit a request for reasonable

accommodation as otherwise required herein, but shall be required to submit additional documentation annually.

- (2) Recovery Homes Not in Existence at Time of Enactment: The Planning Director may issue a temporary permit to the operator of a Recovery Home which is not already in existence prior to the enactment of this Ordinance and which has submitted an application for Certification with a Certifying Organization or the Cabinet for Health and Family Services, if upon initial review; the factors set forth in Section (f) (1)-(2) and (i) (2)-(9) herein weigh in favor of granting the reasonable accommodation.
- (3) A temporary permit shall authorize the occupancy of a Recovery Home until such time as a Certifying Organization or the Cabinet for Health and Family Services approves or denies the Recovery Home's application.
- (4) A temporary permit shall indicate only that the Recovery Home has applied for Certification and is in good standing with the Certifying Organization or the Cabinet for Health and Family Services. A temporary permit is not a determination that the Recovery Home will likely be Certified or finally granted reasonable accommodation.
- (5) The temporary permit shall be valid until the Certifying Organization or the Cabinet for Health and Family Services grants or denies certification following a site visit at the intended or temporarily permitted location.
- (6) In the event the Recovery Home's application for Certification is denied by a Certifying Organization or the Cabinet for Health and Family Services, the Recovery Home's temporary permit shall be revoked.

(k) *Written Decision on the Request for Reasonable Accommodation.*

- (1) The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Director's findings as set forth in subsection (j) herein.
- (2) The written decision shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below.
- (3) The notice of decision shall be sent to the applicant by certified mail.
- (4) The written decision of the Director shall be deemed final unless an applicant appeals the decision to the Board of Adjustment within the prescribed time period pursuant to KRS 100.261 (l).
- (5) In the event the Director fails to render a written decision within thirty (30) days, the request shall be forwarded to the City Manager's Office for final determination, which shall make such written determination within fifteen (15) days thereof.
- (6) While a request for reasonable accommodation is pending, all ordinances, laws and regulations otherwise applicable to the property shall remain in full force and effect.
- (7) The Director shall maintain records of requests for reasonable accommodation and the response thereto, including final written decisions.

(l) *Appeals*

- (1) An applicant may appeal an adverse decision within thirty (30) days of the date of the written decision. Appeals from the adverse decision shall be made in writing to the Board of Adjustment.
- (2) Appeals shall be filed in the Planning Department.
- (3) All appeals shall contain a statement of the grounds for the appeal.

- (4) Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.
- (m) *Requirements of Recovery Homes Following Written Decision Granting Reasonable Accommodation.* Following the written determination that a Recovery Home is entitled to reasonable accommodation, the Recovery Home shall be subject to the following:
- (1) Insurance and Mortgage Notification Requirement.
 - a. The operator of any Recovery Home shall be required to maintain and provide proof to the City of liability insurance coverage in the amount of three-hundred thousand dollars (\$300,000) per person and one million dollars (\$1,000,000) per occurrence, for personal injury to persons or property damage.
 - b. The operator shall be required to provide proof to the City that any mortgage lien holder on the subject property has been notified of the use of the premises as a Recovery Home.
 - (2) Good Neighbor Policy. The Recovery Home shall maintain a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for accepting complaints from neighbors and for the house manager/operator to follow when a neighbor complaint is received.
 - (3) Parking. The Recovery Home shall not permit occupants or visitors to park on unfinished, grass or dirt surfaces. Occupant parking shall not be permitted to interfere with the ingress and egress of the home or neighboring properties.
 - (4) Maintenance of records. The Recovery Home operator shall maintain records for a period of one (1) year following eviction, or involuntary termination, of an occupant. Nothing herein shall require an operator to violate any provision of state or federal law regarding confidentiality of health care information.
 - (5) The operator shall screen occupants for registry pursuant to KRS 17.510. The operator shall ensure that no occupant resides in the Recovery Home in violation of KRS 17.545.
 - (6) Compliance with Applicable Codes. The Recovery Home shall remain in full compliance with all applicable building, electrical, fire, property maintenance, and nuisance codes.
 - (7) The operator shall be responsible for filing with the City:
 1. Any updates or changes to policies, procedures, ownership or operating entity within thirty (30) days;
 2. Any changes in certification or licensure with the Cabinet for Health and Family Services and/or Certifying Organization within seven (7) days; and
 3. Updated / renewed proof of insurance as required in (m) (1), certification, and registry with the Cabinet for Health and Family Services annually, on or before April 15.
- (n) *Suspension and Revocation.*
- (1) A Recovery Home, including those with temporary permits pursuant to subsection (j), shall be subject to suspension or revocation of accommodation, subject to notice and a right to a hearing, due to any of the following conditions indicating that the accommodation is either no longer reasonable or no longer appropriate under state or federal law:

- a. Any applicant, property owner, operator or staff person has provided materially false or misleading information in the request for accommodation or omitted any pertinent information.
 - b. Any applicant, property owner, operator or staff person has been convicted of, or pleaded nolo contendere, within the last ten (10) years, to any of the following:
 1. Any sex offense for which a person is required to register as a sex offender under KRS 17.510;
 2. Arson offenses;
 3. Violent felonies involving bodily harm to another person; or
 4. Unlawful sale or distribution of controlled substances.
 - c. Any operator that accepts residents, other than a house manager or staff member, who are not handicapped as defined under Fair Housing Laws.
 - d. The Recovery Home is denied or loses certification by a Certifying Organization or the Cabinet for Health and Family Services or otherwise fails to comply with the requirements of KRS 222.502 or KRS 222.506.
 - e. The operator fails to immediately take measures to remove any resident who no longer meets the definition of handicapped as defined under Fair Housing Laws, due to current illegal use or abuse of a controlled substance or addiction.
 - f. Significant or repeated violations of this Section or any other applicable laws, ordinances and/or regulations.
- (2) Prior to revocation of the permit or temporary permit providing accommodation, the operator of a Recovery Home shall be provided written notice of the City's intent to suspend or revoke an accommodation, including the reasons for such suspension or revocation. The operator shall have the right to request a hearing to contest the intent in writing within five (5) business days of receipt of the notice of intent to suspend or revoke the accommodation. The request for hearing shall be filed with the Planning Department.
- (3) Upon written request, a hearing shall be scheduled before the Board of Adjustment, in accordance with KRS 100.261.
- (4) Appeals from the Board of Adjustment shall follow KRS 100.347.

STAFF RECOMMENDATION

Based upon the above and further based on the Planning Commission's positive recommendation, staff recommends approval of the text amendment.

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT ESTABLISHING SECTION 126-88 REASONABLE ACCOMMODATION FOR RECOVERY HOMES OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS100.211, and

WHEREAS, a public hearing was held on May 6, 2024 by the Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to establish the text of Section 126-88 Reasonable Accommodation of Recovery Homes of the City of Paducah Zoning Ordinance.

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

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to revise the Paducah Zoning Ordinance as follows:

Sec. 126-88. Reasonable accommodation for Recovery Homes.

(a) *Definitions.* For the purposes of this Article, the following terms are defined as follows:

(1) *Certifying Organization.* Certifying organization, as used in this Article, means:

- a. The Kentucky Recovery Housing Network;
- b. The National Alliance for Recovery Residences;
- c. Oxford House, Inc. and;
- d. Any other organization that develops and administers professional certification programs requiring minimum standards for the operation of recovery residences that has been recognized and approved by the Cabinet for Health and Family Services.

(2) *Fair Housing Laws.* The Federal Fair Housing Amendments Act of 1988 (FHA) and the provisions of KRS 344.600 et seq., as may be amended from time to time (fair housing laws).

(3) *Group Home.* A residential facility for the care of multiple unrelated individuals living in a single housekeeping unit and recognized as handicapped individuals under the Fair Housing Act and American with Disabilities Act. A Group Home shall be considered a Recovery Home for all purposes consistent herewith, even if such home includes multiple unrelated individuals.

(4) *Handicapped.* Person with disabilities; for the purposes herein, has the meaning set forth in the federal Fair Housing Act and the American with Disabilities Act and is an individual who has a physical or mental impairment that limits one (1) or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment. While a person recovering from substance abuse is considered a person with a disability under 42 U.S.C. § 3602 (h), a person who is currently engaged in illegal use of a controlled substance is not.

(5) *Operator.* An individual or business entity, whether for profit or non-profit, which provides residential services at a Recovery Home.

(6) *Reasonable Accommodation.* The act of making a dwelling unit or housing facility readily accessible to, and usable by, a person with disabilities, through the removal of constraints in the City's land use, zoning, permit and processing procedures. All requested or proposed accommodations may not be reasonable and the reasonableness of a request will be determined by the City.

(7) *Recovery Home.* A Recovery Home means a single-family dwelling unit inhabited or intended to be inhabited by unrelated individuals recovering from a drug and/or alcohol addiction, considered as a handicapped individual under state or federal law, which promotes use disorder recovery through abstinence from intoxicating substances; and shall not include facilities which provide on-site supportive services to residents including the following: mental health services; clinical rehabilitation services; social services; medical, dental, nutritional or other health care services; financial management services; legal services; vocational services or other similar supportive services.

- (8) *Recovery Support Services.* Recovery support services means activities that are directed primarily toward recovery from substance use disorders and includes; but is not limited to, mutual aid self-help meetings, recovery coaching, spiritual coaching, group support and assistance in achieving and retaining gainful employment. Recovery support services does not include any medical, clinical, behavioral health or other substance use treatment service for which a license or other approval is required under state law.

(b) *Purpose.*

- (1) Fair Housing Laws impose an affirmative duty on local governments to make reasonable accommodation in their land use, zoning regulations and land-use practices when such accommodation may be necessary to afford handicapped individuals an equal opportunity to housing in accordance therewith.
- (2) In furtherance of the purposes of the Fair Housing Laws, this section is intended to: preserve the residential character of predominately single-family residential neighborhoods; ensure that inhabitants of Recovery Homes are actually entitled to reasonable accommodation; limit the secondary impacts of Recovery Homes by reducing noise, lighting and traffic; preserve safety, provide adequate on-street or off-street parking; provide an accommodation for handicapped individuals that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling in a residential neighborhood and to encourage living environments that will enhance opportunities for handicapped individuals to remain in recovery. Pursuant to Fair Housing Laws, this article is also created to provide handicapped individuals reasonable accommodation in zoning regulations to ensure equal access to housing and facilitate the development of housing for individuals with such recognized handicaps when the same may act as a barrier to fair housing opportunities.
- (3) There is hereby established a procedure for making requests for reasonable accommodation in land use and zoning regulations to comply fully with the intent and purpose of Fair Housing Laws. Unless a Recovery Home has been granted reasonable accommodation as provided in this Article, Recovery Homes shall comply with zoning regulations applicable to the zone in which they are located.

- (c) *Applicability.* Reasonable accommodation within the context of the land use and zoning regulations means providing individuals with recognized handicaps flexibility in the application of land use regulations, zoning regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.

- (d) *Notice to the Public of Availability of Accommodating Process.* Notice of the availability of reasonable accommodation shall be prominently displayed and provided to requesting individuals, advising the public of the availability of the procedure for eligible applicants.

(e) *Application for Requesting Reasonable Accommodation.*

- (1) Forms for requesting reasonable accommodation shall be available in the Planning Department and online.
- (2) An application for reasonable accommodation may be made by:
 - a. Any handicapped individual or his or her representative;
 - b. The owner of the real property intended for use as a Recovery Home for handicapped individuals; or
 - c. The operator of an entity providing residential services at the location.
- (3) Requests for reasonable accommodation shall be in writing and provide the following information:
 - a. Name, address and phone number of the applicant requesting reasonable accommodation;
 - b. Name, address and phone number of the house manager who is responsible for the day-to-day operation of the facility, if any;
 - c. Address of the property for which accommodation is requested;
 - d. Name, address and phone number of the property owner(s) if not the applicant;
 - e. If the applicant/ operator is not the property owner, a copy of any lease agreement between applicant/ operator and owner must be provided as well as written approval from the property owner to operate a Recovery Home at the proposed location;
 - f. Detailed description of the requested accommodation with reference to any known regulation, policy or procedure from which relief is sought;

- g. Reason that the requested accommodation may be necessary for the handicapped individual(s) to use the dwelling;
- h. Copy of the Recovery Home rules and regulations including intake procedures and relapse policy;
- i. Blank copies of all forms that residents or potential residents are required to complete;
- j. An affirmation by the applicant or operator that only handicapped residents shall reside at the Recovery Home;
- k. Where the applicant is not an intended occupant, but instead intends to operate the home for financial or charitable purposes, a copy of any agreement between the applicant/ operator and the property owner setting forth or concerning any fee arrangement or financial reimbursement applicable to each resident of the Recovery Home; and
- l. Copy of certification by a Certifying Organization, either permitting the individual or entity to operate a Recovery Home, or indicating the individual or entity is otherwise exempt from certification requirements pursuant to KRS 222.502(b), or proof that the Recovery Home has applied for certification with a Certifying Organization or the Cabinet for Health and Family Services

- (4) Any information obtained related to an individual's handicap or medical condition shall be considered confidential, shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection unless otherwise required by law.
- (5) A request for reasonable accommodation to the regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation shall not affect an individual's obligations to comply with all ordinances and laws not at issue in the requested accommodation.
- (6) If an applicant needs assistance in making the request for reasonable accommodation, the applicant shall submit a request for assistance to the Director of Planning and assistance in filing an appropriate request shall be provided.
- (7) An applicant may seek relief from the strict application of the provisions of this article by submitting such request in writing to the Director of Planning setting forth specific reasons as to why accommodation over and above the provisions set forth herein is necessary.
- (8) No application fee shall be charged, except that entities operation a dwelling for-profit shall comply with Section 106-65 of the Paducah Code of Ordinances.

(f) *Grounds for Reasonable Accommodation.*

- (1) In determining whether to grant a reasonable accommodation, the Director shall consider the totality of the following factors:
 - a. That the property will be used by an individual with a recognized handicap protected under Fair Housing Laws;
 - b. Special needs created by the recognized handicap;
 - c. Potential benefit that can be accomplished by the requested modification;
 - d. Potential impact on properties within the vicinity, including impacts on parking, ingress and egress, traffic, lighting and noise;
 - e. Physical attributes of the property and dwelling structure;
 - f. Alternate accommodations that may provide an equivalent level of benefit;
 - g. Whether the requested accommodation would impose an undue financial or administrative burden on the City;
 - h. Whether the requested accommodation would require a fundamental alteration in the nature of a City function or service, including in the City's overall zoning scheme and neighborhood development; and
 - i. Whether granting the request would be consistent with the City's Comprehensive Plan.
- (2) In making a determination of whether the requested accommodation would require a fundamental alteration in the immediate neighborhood, the City's overall zoning scheme, overall neighborhood development or the City's Comprehensive Plan, an analysis shall be required of the number of Recovery Homes already accommodated within any specific neighborhood such that the accommodation of the request with an additional Recovery Home would institutionalize a predominately single-family dwelling neighborhood.
- (3) The Director shall not be required to undertake an investigation of the occupants' handicap. A Recovery Home certified by a Certifying Organization, or which has applied for Certification with a Certifying Organization or the Cabinet for Health and Family Services, and which has a

drug testing and relapse policy shall constitute proof of status as handicapped for purposes of this Section.

(g) *Distance Requirement.*

- (1) No Recovery Home shall be located within six hundred fifty (650) feet, as measured from the closest property lines, of any other Recovery Home, except as delineated in (g) (2) herein.
- (2) Recovery Homes in existence at the time of enactment of this Section, as referenced in Section (j) (1) herein, which provide proof of Certification by a Certifying Organization and compliance with requirements of the Cabinet for Health and Family Services on July 1, 2024, shall not be required to cease operation due to proximity of less than six hundred fifty (650) feet from the property lines of another Recovery Home.
- (3) Upon revocation of a permit as set forth in Sections (j) (6) or (n) (1) herein, Recovery Homes in existence at the time of enactment of this Section, as referenced in Section (j) (1) herein shall no longer be excepted from the distance requirement. Upon reapplication for a permit, if any, such Recovery Home shall be required to meet the distance requirement set forth herein.

(h) *Reviewing Authority.*

- (1) Requests for reasonable accommodation shall be reviewed by the Director of Planning using the criteria set forth herein.
- (2) The Director shall issue a written decision either granting or denying a temporary permit to operate a Recovery Home in the intended location, in accordance with Section (k) herein. A Temporary Permit may be issued in accordance with Section (j) if, upon initial review, the factors set forth in Section (f) (1)-(2) and (i) (2)-(9) weigh in favor of granting the reasonable accommodation.
- (3) The Director shall issue a written decision on a request for reasonable accommodation within thirty (30) days of receipt of proof of Certification or Denial of Certification by a Certifying Organization or the Cabinet for Health and Family Services and may either grant, grant with modifications or deny a request for reasonable accommodation in accordance with the required findings set forth below.
- (4) If necessary to reach a determination on the request, the Director may request further information from the applicant consistent with Fair Housing Laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision shall be stayed until the applicant responds to the request.

(i) *Required Findings.* The written decision to grant, grant with modifications or deny a request for reasonable accommodation shall be consistent with Fair Housing Laws and based on the following factors:

- (1) The Recovery Home shall have applied for certification with a Certifying Organization or the Cabinet for Health and Family Services and otherwise in good standing with the Cabinet for Health and Family Services, as required by KRS 222.502.
 - a. Should the Recovery Home fail to have applied for certification with the Cabinet for Health and Family Services or a Certifying Organization, or otherwise fail to be in good standing with the Cabinet for Health and Family Services as required by KRS 222.502, and not otherwise exempt from certification pursuant to KRS 222.502 (b), the Director's inquiry shall end and the Director need not consider any remaining factors.
- (2) Whether the Recovery Home will be used by individuals with a recognized handicap as defined herein and protected under Fair Housing Laws.
- (3) Whether the requested accommodation is necessary to make housing available to an individual with a recognized handicap protected under the Fair Housing Laws.
- (4) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
- (5) Whether the requested accommodation would require a fundamental alteration in the nature of the City's land use or zoning regulations, codes or related programs.
- (6) Whether the requested accommodation will fundamentally alter the neighborhood due to changes in noise, lighting, parking, traffic or other factors deemed appropriate at the discretion of the Director.
- (7) Whether the requested accommodation will result in a direct threat to the health, safety or welfare of other individuals or cause physical damage to the property of others.

- (8) Whether the requested accommodation is necessary to make facilities of a similar nature economically viable in light of the particularities of the relevant market and market participants.
- (9) Whether the existing supply of facilities of a similar nature is already sufficient to provide individuals with a recognized handicap an equal opportunity to live in a residential setting.
- (10) Whether the applicant has previously had reasonable accommodation revoked or suspended, including the reasons therefore.

(j) *Temporary Permit.*

- (1) **Recovery Homes in Existence at Time of Enactment:** The Planning Director shall issue a temporary permit to the operator of a Recovery Home already in existence prior to enactment of this Ordinance which has applied for Certification with a Certifying Organization or the Cabinet for Health and Family Services and provided proof of such application. Upon Certification by a Certifying Organization or the Cabinet for Health and Family Services and provision of proof of certification by the Cabinet for Health and Family Services, a Recovery Home in existence prior to enactment of this Ordinance shall not be required to submit a request for reasonable accommodation as otherwise required herein, but shall be required to submit additional documentation annually.
- (2) **Recovery Homes Not in Existence at Time of Enactment:** The Planning Director may issue a temporary permit to the operator of a Recovery Home which is not already in existence prior to the enactment of this Ordinance and which has submitted an application for Certification with a Certifying Organization or the Cabinet for Health and Family Services, if upon initial review; the factors set forth in Section (f) (1)-(2) and (i) (2)-(9) herein weigh in favor of granting the reasonable accommodation.
- (3) A temporary permit shall authorize the occupancy of a Recovery Home until such time as a Certifying Organization or the Cabinet for Health and Family Services approves or denies the Recovery Home's application.
- (4) A temporary permit shall indicate only that the Recovery Home has applied for Certification and is in good standing with the Certifying Organization or the Cabinet for Health and Family Services. A temporary permit is not a determination that the Recovery Home will likely be Certified or finally granted reasonable accommodation.
- (5) The temporary permit shall be valid until the Certifying Organization or the Cabinet for Health and Family Services grants or denies certification following a site visit at the intended or temporarily permitted location.
- (6) In the event the Recovery Home's application for Certification is denied by a Certifying Organization or the Cabinet for Health and Family Services, the Recovery Home's temporary permit shall be revoked.

(k) *Written Decision on the Request for Reasonable Accommodation.*

- (1) The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Director's findings as set forth in subsection (j) herein.
- (2) The written decision shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below.
- (3) The notice of decision shall be sent to the applicant by certified mail.
- (4) The written decision of the Director shall be deemed final unless an applicant appeals the decision to the Board of Adjustment within the prescribed time period pursuant to KRS 100.261 (1).
- (5) In the event the Director fails to render a written decision within thirty (30) days, the request shall be forwarded to the City Manager's Office for final determination, which shall make such written determination within fifteen (15) days thereof.
- (6) While a request for reasonable accommodation is pending, all ordinances, laws and regulations otherwise applicable to the property shall remain in full force and effect.
- (7) The Director shall maintain records of requests for reasonable accommodation and the response thereto, including final written decisions.

(l) *Appeals*

- (1) An applicant may appeal an adverse decision within thirty (30) days of the date of the written decision. Appeals from the adverse decision shall be made in writing to the Board of Adjustment.
- (2) Appeals shall be filed in the Planning Department.

- (3) All appeals shall contain a statement of the grounds for the appeal.
- (4) Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

(m) *Requirements of Recovery Homes Following Written Decision Granting Reasonable Accommodation.* Following the written determination that a Recovery Home is entitled to reasonable accommodation, the Recovery Home shall be subject to the following:

(1) Insurance and Mortgage Notification Requirement.

- a. The operator of any Recovery Home shall be required to maintain and provide proof to the City of liability insurance coverage in the amount of three-hundred thousand dollars (\$300,000) per person and one million dollars (\$1,000,000) per occurrence, for personal injury to persons or property damage.
- b. The operator shall be required to provide proof to the City that any mortgage lien holder on the subject property has been notified of the use of the premises as a Recovery Home.

(2) Good Neighbor Policy. The Recovery Home shall maintain a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for accepting complaints from neighbors and for the house manager/operator to follow when a neighbor complaint is received.

(3) Parking. The Recovery Home shall not permit occupants or visitors to park on unfinished, grass or dirt surfaces. Occupant parking shall not be permitted to interfere with the ingress and egress of the home or neighboring properties.

(4) Maintenance of records. The Recovery Home operator shall maintain records for a period of one (1) year following eviction, or involuntary termination, of an occupant. Nothing herein shall require an operator to violate any provision of state or federal law regarding confidentiality of health care information.

(5) The operator shall screen occupants for registry pursuant to KRS 17.510. The operator shall ensure that no occupant resides in the Recovery Home in violation of KRS 17.545.

(6) Compliance with Applicable Codes. The Recovery Home shall remain in full compliance with all applicable building, electrical, fire, property maintenance, and nuisance codes.

(7) The operator shall be responsible for filing with the City:

- 1. Any updates or changes to policies, procedures, ownership or operating entity within thirty (30) days;
- 2. Any changes in certification or licensure with the Cabinet for Health and Family Services and/or Certifying Organization within seven (7) days; and
- 3. Updated / renewed proof of insurance as required in (m) (1), certification, and registry with the Cabinet for Health and Family Services annually, on or before April 15.

(n) *Suspension and Revocation.*

(1) A Recovery Home, including those with temporary permits pursuant to subsection (j), shall be subject to suspension or revocation of accommodation, subject to notice and a right to a hearing, due to any of the following conditions indicating that the accommodation is either no longer reasonable or no longer appropriate under state or federal law:

- a. Any applicant, property owner, operator or staff person has provided materially false or misleading information in the request for accommodation or omitted any pertinent information.
- b. Any applicant, property owner, operator or staff person has been convicted of, or pleaded nolo contendere, within the last ten (10) years, to any of the following:
 - 1. Any sex offense for which a person is required to register as a sex offender under KRS 17.510;
 - 2. Arson offenses;
 - 3. Violent felonies involving bodily harm to another person; or
 - 4. Unlawful sale or distribution of controlled substances.
- c. Any operator that accepts residents, other than a house manager or staff member, who are not handicapped as defined under Fair Housing Laws.
- d. The Recovery Home is denied or loses certification by a Certifying Organization or the Cabinet for Health and Family Services or otherwise fails to comply with the requirements of KRS 222.502 or KRS 222.506.

- e. The operator fails to immediately take measures to remove any resident who no longer meets the definition of handicapped as defined under Fair Housing Laws, due to current illegal use or abuse of a controlled substance or addiction.
 - f. Significant or repeated violations of this Section or any other applicable laws, ordinances and/or regulations.
- (2) Prior to revocation of the permit or temporary permit providing accommodation, the operator of a Recovery Home shall be provided written notice of the City's intent to suspend or revoke an accommodation, including the reasons for such suspension or revocation. The operator shall have the right to request a hearing to contest the intent in writing within five (5) business days of receipt of the notice of intent to suspend or revoke the accommodation. The request for hearing shall be filed with the Planning Department.
- (3) Upon written request, a hearing shall be scheduled before the Board of Adjustment, in accordance with KRS 100.261.
- (4) Appeals from the Board of Adjustment shall follow KRS 100.347.

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.


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on May 6, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 14, 2024

Short Title: Approve an Interlocal Agreement for Provision of Emergency 911 Services with McCracken County - **D. JORDAN**

Category: Ordinance

Staff Work
By: Daron Jordan
Presentation
By: Daron Jordan

Background Information: This ordinance authorizes the City to enter into an Interlocal Agreement for Provision of Emergency 911 Services. This agreement includes, but is not limited to, the following provisions:

- Designate the Police Chief or his/her designer as the Criminal Justice Agency Director (CJA Director) of 911. The Paducah Police Department retains management control of 911.
- Creates a five (5) member citizen board to be responsible for adopting a recommended annual operating budget for 911 and presenting this recommendation to the City and County no later than April 1st each year as well as a bi-annual report. The Board is also responsible for making any necessary changes to 911 Policies and Procedures, with guidance from the CJA Director. The Board cannot make changes to policies and procedures related to issues concerning employment or personnel but can make recommendations to the Board of Commissioners with respect to personnel. The Board may enter into User Agreements and must ensure that revenues and expenditures of 911, administered by the City's Finance Department, are audited on an annual basis by a qualified CPA. Additional roles and duties are outlined in the full Interlocal Agreement.
- Creates a Paducah-McCracken County 911 Service User Committee made up of Paducah's Chief of Police or his/her designee, Paducah Fire Chief or his/her designee, McCracken County Sheriff or his/her designee, the Paducah-McCracken Office of Emergency Management Director or his/her designee, one member from each of the five County Fire Protection Districts, and one member from any other customer served by 911. This committee may make recommendations to the CJA Director which may or may not be implemented by the CJA Director. Recommendations not taken by the CJA Director can be referred to the citizen board.
- Funding shall be implemented through parcel fees imposed by ordinances approved by the City of Paducah and McCracken County, fees on wireless services, grants, user fees, and any other lawful source of revenue.
- Telephone landline fees are abolished by the City and County as part of this Interlocal Agreement.
- This Interlocal Agreement is for a period of five (5) years. It automatically renews for an additional five (5) years at the end of the initial term and any subsequent terms unless either party withdraws or terminates the agreement.

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

If yes, please list the Commission Priority: 911 Radio Equipment Upgrade, Governance, and Revenue

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Interlocal Agreement 911 Services

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY
OF PADUCAH, KENTUCKY AND THE COUNTY OF MCCRACKEN,
KENTUCKY FOR THE PROVISION OF 911 SERVICES

WHEREAS, the City and County have determined it is in the best interest of all citizens of Paducah and McCracken County for the provision of 911 services to be served jointly by both public agencies; and

WHEREAS, City and County have a compelling public interest in providing joint services for the benefit of all citizens and visitors of the City of Paducah and the County of McCracken, Kentucky; and

WHEREAS, City and County have determined that in order to accomplish the public purposes of City and County, it is desirable and necessary for City and County to enter into an Interlocal Cooperation Agreement for the provision of 911 services which sets forth their joint mission, management plan, powers, duties and responsibilities of the joint board, funding, and administration; and

WHEREAS, pursuant to KRS 65.210 to 65.300 (the "Interlocal Cooperation Act"), the City and the County may join together to accomplish what each may accomplish individually.

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

Section 1. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah, Kentucky and the County of McCracken, Kentucky in the form attached hereto as Exhibit A and made part hereof. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents, inhabitants, and visitors of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

ORD\Interlocal Agreement 911 Services

4875-6695-2327

EXHIBIT A
AGREEMENT FOR PROVISION OF EMERGENCY 911 SERVICES

The City of Paducah, Kentucky, hereinafter referred to as “City”, and McCracken County, Kentucky, hereinafter referred to as “County”, independently referred to as “Party”, collectively referred to as “Parties”, agree as follows:

WHEREAS, the City and County have expressed their desire and intent to collaborate in the provision and delivery of public safety and emergency dispatching services within Paducah and McCracken County;

WHEREAS, the City completed an evaluation of dispatching services provided within Paducah and McCracken County, including an independent analysis of potential benefits available through a collaborative approach to service delivery, performed by a professional consultant specializing in public safety communication systems, namely Federal Engineering, Inc. of Fairfax, Virginia, and the County has reviewed and approved of and agreed with such evaluation;

WHEREAS, the Parties’ respective legislative bodies have expressed intent to adopt a resolution or ordinance authorizing and directing the respective administrations to proceed with the implementation of a consolidated system of emergency services dispatching;

WHEREAS, the Parties acknowledge their intent and desire to form an Agreement pursuant to the provisions of KRS 65.250, *et seq.*

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

REQUIREMENTS FOR INTERLOCAL AGREEMENT

This is an Interlocal Cooperative Agreement by and between the City of Paducah and McCracken County entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is set forth in Section II, *Mission Statement*. Its duration is set forth in Section IX, *Duration*. Its method of Termination is set forth in Section IX(C), *Withdrawal/Termination*. Its manner of administration is set forth in Section V, *Administration*. Disposition of property acquired is set forth in Section VIII, *Property*. Manner of financing is set forth in Section IV, *Funding*.

MISSION STATEMENT

The City and County hereby state their collective intent to collaborate in the provision of public safety communication services to all police and fire agencies and emergency management departments within Paducah and McCracken County including, but not limited to, 911 emergency dispatching, radio communications, access to criminal history/warrants information and related records management, and similar information and services generally associated with public safety/emergency communications systems.

Through this Joint Venture, the City and County shall provide efficient, reliable and quality public safety communication services to the public safety agencies and citizens of Paducah and McCracken County. The Parties to this Agreement further acknowledge a belief that the provision of these services, via a model of integrated service delivery, will result in the most efficient and effective utilization of resources to accomplish this purpose.

This Joint Venture shall operate under the name of Paducah-McCracken 911 Service (hereinafter “911”).

III. ORGANIZATION

- A. Board.** There shall be created the Paducah-McCracken 911 Board (hereinafter “Board”).
- B. Composition of Board.** The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member.
- C. Appointment of Board Members.** All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein.
- D. Removal of Board Members.** Each appointed Board member shall be removable for “cause” due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days’ notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel.
- E. Board Compensation.** Each member of the Board shall receive compensation in the amount of \$200 per meeting attended for service on the Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget.
- F. Ethics.** All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Board members.
- G. Board Officers.** At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Board every two (2) years.

H. Management Control of 911. The Paducah Police Department (hereinafter “PPD”) shall serve as the “Management Control” of 911. In doing so, PPD shall be responsible for the management of 911, excepting those responsibilities specifically assigned herein to the Board and the City’s Finance Department. Responsibilities of PPD shall include, but not be limited to, the management of the National Crime Information Center (“LINK/NCIC”) Database, the adoption of 911 policies and procedures relating to employment/personnel, implementing policies adopted by the Board that are in compliance with the Criminal Justice Information Services (“CJIS”) Security Policies and/or Agreement, and the management of 911 employees, including but not limited to, hiring, firing, and discipline. The Chief of the Paducah Police Department or his/her designee shall serve as the “Criminal Justice Agency Director” (“CJA Director”) of 911.

I. Paducah-McCracken 911 Service User Committee. A 911 Service User Committee (hereinafter “User Committee”) shall be created which consists of Paducah’s Chief of Police or his/her designee, Paducah Fire Chief or his/her designee, McCracken County Sheriff or his/her designee, the Paducah-McCracken Office of Emergency Management Director or his/her designee, one member from each of the five County Fire Protection Districts, and one member from any other customer that shall hereinafter be served by 911. The User Committee shall meet quarterly or more often, as necessary. The User Committee members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the CJA Director, as defined herein, those recommendations which the User Committee deems of significant import. The CJA Director shall consider the recommendations but is not required to implement said recommendations. However, if the CJA Director declines to implement said recommendations, the matter shall be referred to the Board for decision consistent with the provisions of IV(B)(vii).

IV. BOARD POWERS, DUTIES, AND RESPONSIBILITIES

A. Authority of Board. The Board shall be responsible for adopting a recommended annual operating Budget for 911, which shall be presented to the City and County by the Board Chairman no later than April 1st of each year.

B. Discharge of Duties. The Board shall discharge all duties and responsibilities conferred upon it by this Agreement in a manner serving the interests of the political entities, public safety agencies and the general public. The Board shall possess the authority, in fulfilling its duties and obligations as stated herein, to perform the following functions:

- i. Meet no less than on a quarterly basis;
- ii. Provide financial oversight, including adoption of an annual operating budget to meet the continuing expenditures of the organization;
- iii. Retain the services of consultants and other experts for purposes of upgrading equipment to operate a fully-integrated 911 dispatching facility, to the extent permitted by the operating Budget;

- iv. Ensure a User's Committee, as more accurately described herein, is in place and that its recommendations and/or concerns are considered by the CJA Director, as described in Paragraph III(I) herein;
- v. Ensure that the revenues and expenditures of 911, administered by the City's Finance Department, are audited on an annual basis by a qualified Certified Public Accountant with the Report being presented to each Party to this Agreement within ten (10) days of receipt by the Board.
- vi. Enter into User Agreements and set rates related thereto.
- vii. Make any necessary changes to 911 Policies and Procedures, with guidance from the CJA Director, that do not violate LINK and/or CJIS policies, agreements, or laws. However, the Board shall not have authority to make any changes to 911 Policies and Procedures related to issues concerning employment and/or personnel but shall have the authority to make recommendations to the Paducah Board of Commissioners with respect thereto.

C. Bi-Annual Report. The Board shall require the Board Chairman to report on a bi-annual basis to the respective Parties to this Agreement regarding matters relating to the provision of service, future plans, and general Board operations.

V. FUNDING

A. Funding. This Joint Venture shall be funded utilizing the following sources of revenue: (1) fees on wireless services, to the extent allowed by ordinances and Kentucky law; (2) parcel fees imposed by McCracken County and City of Paducah ordinances on real property located in McCracken County which revenues shall be shared equally with the Parties; (3) any grants received by 911, PPD, and/or the Parties for provision of 911 Services; (4) user fees imposed on agencies (other than the Parties) utilizing the services of 911; and/or (5) any other lawful source of revenue. All 911 expenses, obligations, capital costs, and liabilities shall be shared equally by the Parties. The Parties agree that any 911 expenses, obligations, capital costs, and liabilities not paid due to a shortfall of revenue sources shall be shared equally between the Parties. Any revenues, including interest, in excess of expenses shall be retained by the City's Finance Department to be applied to 911's next Fiscal Year expenses.

B. Collection/Remittance/Financial Administration. Collection of parcel fees shall be the responsibility of the County for all parcels located outside the City's jurisdiction and the responsibility of the City for all parcels located within the City's jurisdiction. Collection of user fees and CMRS/wireless service fees shall be the responsibility of the City. All fees, grants, and other sources of revenue collected by either Party or any third party for the provision of 911 services shall be remitted to the City Finance Department, which shall serve as the Financial Administrator for 911 and shall be responsible for ensuring 911 expenses, liabilities, and other obligations are paid. All funds collected for the

operation of 911 shall be deposited in a separate account earmarked solely for expenses, obligations, capital costs, and liabilities related to 911. The Parties agree that all revenues received and/or collected for the provision of 911 services, as described herein, shall be used solely for expenses related to the provision of 911 services.

- C. Landline Fees.** Henceforth, the collection of telephone landline fees shall cease. The City and County shall abolish all landline fees.
- D. Budget.** The Board shall prepare and adopt an annual operating budget for each fiscal year, appropriating anticipated revenue adequate to fund projected expenditures, consistent with the mission of the Board to be submitted to the McCracken County Fiscal Court and the Paducah City Commission by no later than April 1st of each year for approval by each respective legislative body. If the City and County are unable to reach agreement as to the operating budget prior to the applicable fiscal year, the operating Budget shall remain as last approved by the Parties until such time the Parties can reach an agreement or until the Parties terminate this Agreement pursuant to the termination/withdrawal provisions set forth herein.
- E. Board Financial Duties.** The Board shall perform, or cause to be performed, all financial activities and transactions consistent with generally accepted accounting principles and state law, including but not limited to, budgeting, procurement, fund accounting, and auditing services.
- F. Rates and Fees.** The Board shall, on no less than a yearly basis, analyze all projected revenues and expenses and make recommendations to the City of Paducah and McCracken County by no later than March 1st of each year, any proposed amendments to existing Legislative Enactments relating to Funding of 911.

VI. ADMINISTRATION

- A. Employees.** All current City 911 employees shall remain employed by the City of Paducah at their current rate of pay and shall retain their current benefits. This Agreement does not affect the terms and conditions of their employment, nor should it be construed as a waiver of their at-will employment status. In no event shall this Agreement be interpreted or construed to create an employer-employee relationship between the County and personnel providing 911 Service.
- B. CERS Obligation.** The City, as employer of 911 employees, acknowledges and accepts responsibility for the participation of any such eligible employees in the Hazardous Duty Retirement Program.
- C. Payroll and Accounting.** Payroll, employee benefits, and all attendant accounting employee functions for 911 shall be performed by the City of Paducah. Any and all costs associated with payroll, accounting, and human resources concerning 911 shall be charged to the costs of operating 911 and included in the Budget.

VII. EXPENDITURES

A. Expenditures.

In addition to all ordinary expenses necessary for the operation of 911, the Board and the Parties shall be responsible for ensuring the following are funded:

- i. CAD, Telephony, and Recorder upgrades; and
- ii. Upgrades to the 911 system, including, but not limited to, radios, paging systems, and new technology.

B. Party Expenditures. Each party shall be individually responsible for upgrades to their handheld and vehicle radios which are necessary to comply with the upgraded 911 system.

C. Debt. The City and County shall be equally responsible for all debt incurred by either Party for the operation of 911. The Budget proposed by the Board and adopted by the Parties shall contemplate the repayment of debt. No Party shall incur debt for the operation of 911 without the other Party's written approval.

VIII. LOCATION OF DISPATCHING FACILITY

The Paducah-McCracken 911 Service Dispatching Facility is currently located at the Emergency Communications Building at 510 Clark Street, Paducah, Kentucky, 42003. Any decision to relocate the 911 Service Dispatching Facility to a location other than 510 Clark Street shall be made jointly by both Parties.

IX. PROPERTY

A. Party Assets. As of the date of execution of this Agreement, all assets relating to 911 owned by the Parties to this Agreement are listed, incorporated, and attached hereto as Exhibit A. The Parties shall retain ownership of all such assets during the pendency of this Agreement.

B. Additional Assets. Each Party may acquire and otherwise own personal property and equipment necessary to provide the services as enumerated herein.

C. Joint Assets. The Parties intend to acquire joint assets with joint funds during the pendency of this Agreement. A list of those anticipated joint assets is attached hereto as Exhibit B. The Parties agree to update Exhibit B during the pendency of this Agreement as additional joint assets are acquired. In the event of termination of this Agreement, each Party shall have the right to acquire one or more assets from the other Party. In doing so, the Parties agree to negotiate in good faith as to the current fair market value of said asset(s), taking into consideration the purchase price of the asset(s) and/or fair market value at the time of acquisition and the depreciation of said asset(s). The purchasing Party shall only be required to pay a percentage equivalent to the selling Party's pro rata contribution toward the purchase price and/or cost of the asset. For instance, if the selling Party contributed 40% of the funds used to purchase the joint

asset, the purchasing Party is only required to pay the selling Party 40% of the current fair market value of the joint asset. In addition, any selling Party shall have the authority to lease any joint asset from the purchasing Party if it so chooses. The Parties agree to negotiate in good faith as to a reasonable rental payment and, in doing so, agree to set the rental payment so that such value is reasonably related to the cost of operation. In the event the Parties cannot agree to a purchase price and/or lease payment price of any joint asset at the time of termination, either Party shall have the right and/or authority to file a declaratory judgment action in McCracken Circuit Court.

- D. Assets upon Termination.** Upon termination of this Agreement, each Party shall retain ownership in the assets listed on Exhibit A and any additional assets acquired by that Party during the pendency of this Agreement.

X. INSURANCE

The City and County shall each maintain insurance against legal liability for 911 services, naming each other as additional insureds with limits of liability no less than three million dollars (\$3,000,000) per person and three million dollars (\$3,000,000) per incident. All insurance costs shall be charged to the cost of operating 911 and included in the Budget thereof.

XI. SHARED LIABILITY

It is the intent of the Parties to share equally in the liabilities associated with the operation of 911. In the event either the City or County or the officers, agents, employees and/or volunteers of the City or County are held liable for acts or omissions relating to the provision of 911 services and such liability is not paid in whole or part by insurance, the Parties agree to share equally in those uncovered losses, expenses, costs, attorney's fees, and other damages of every kind and nature for all claims, demands, and causes of action, both in law and equity, including, without limitation, third party actions and actions for contribution and/or indemnification.

XII. DURATION OF AGREEMENT

- A. Duration / Term.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term shall be for a period of five (5) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional five (5) years unless one party withdraws from and/or terminates the Agreement, as set forth herein.

- B. Amendment.** This Agreement may be amended by mutual consent of the Parties, in accordance with statutory provisions.

- C. Withdrawal/Termination.** Any Party may withdraw from and/or terminate this Agreement on June 30th of each year by providing no less than three (3) years advanced written notice to the other Party and to the Board of its intent. Notices shall be delivered to the Mayor of the City, the Judge/Executive of the County, and the Chairman of the Board.

XIII. SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

XIV. WAIVER

The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the City and County in regard to the subject matter thereof; it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

In witness whereof, each party hereto has set its hand, through its duly authorized agent pursuant to affirmative action from each respective legislative body:

AUTHORIZED REPRESENTATIVE OF THE CITY OF PADUCAH, KENTUCKY:

BY:_____ TITLE: _____

PRINTED NAME:_____ DATE:_____

AUTHORIZED REPRESENTATIVE OF McCRACKEN COUNTY, KENTUCKY:

BY:_____ TITLE: _____

PRINTED NAME:_____ DATE:_____

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this _____ day of _____

20____ by _____, Mayor, City of Paducah.

My Commission expires _____.

Notary Public, State at Large

Notary Public ID No. _____

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this _____ day of _____

20____ by _____, Judge Executive, McCracken County, Kentucky.

My Commission expires _____.

Notary Public, State at Large

Notary Public ID No. _____

AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT FOR LOCAL
GOVERNMENT

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____