



**CITY COMMISSION MEETING
AGENDA FOR MAY 28, 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 Taylor Morsching, Assistant Director of Parks & Recreation - Amie Clark

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 May 14, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Accept bid proposal and authorize Mayor to execute Agreement for Custodial Services in City Park Facilities with Rightway Janitorial Services, LLC. - A. CLARK
	E.	Approve the Application and Acceptance of a Department of Justice Bulletproof Vest Program Grant in the amount of \$7,550 - B. LAIRD
	F.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Livingston County Emergency Management - C. YARBER
	G.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Barkley Regional Airport Authority - C. YARBER
	H.	Purchase of One (1) 1/2 Ton Pickup 4x4 SSV for the Fire Department in the amount of \$79,000 - C. YARBER

	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize the Acceptance of a Kentucky Pride Fund Composting Grant in the Amount of \$605,071 - C. YARBER
		B.	Approve a Contract for Services with Beautiful Paducah for the 2024 BBQ On the River in the amount of \$75,000 - D. JORDAN
	III.	<u>RESOLUTION(S)</u>	
		A.	Resolution in Support of Medical Cannabis Businesses operating within the City of Paducah - L. PARISH
		B.	Resolution supporting Goodwill Industries of Kentucky - D. JORDAN
		C.	Resolution Supporting the Paducah Housing Authority in Applying for a Choice Neighborhoods Initiative (CNI) Grant - JOSEPH ANDERSON
	IV.	<u>ORDINANCE(S) - ADOPTION</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.	Approve an Interlocal Agreement for Provision of Emergency 911 Services with McCracken County - D. JORDAN
	V.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve the Fiscal Year 2025 Budget (07/01/2024 -- 06/30/2025) for the City of Paducah - D. JORDAN & J. PERKINS
		B.	Repeal & Replace Chapter 42, Article IV, Noise Ordinance of the Paducah Code of Ordinances - D. JORDAN & L. PARISH
	VI.	<u>DISCUSSION</u>	
		A.	Quarterly Grants Update - H. REASONS
	VII.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VIII.	<u>EXECUTIVE SESSION</u>	

May 14, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, May 14, 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 City Clerk, the following answered to their names: Commissioners Guess, Henderson, Wilson and Mayor Bray (4). Commissioner Smith was unable to attend.

INVOCATION

Commissioner Guess led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

EMPLOYEE INTRODUCTIONS

Taylor Morsching introduced employees Kennedy Kirks and Drake Stepter, Recreations Specialists. Kennedy began working with the City in 2023 and recently received her Masters Degree. Drake began working with the City in April, 2024.

PRESENTATION

Monica Feiler introduced a group of Paducah Ambassadors, who sang the Paducah Song, and gave a brief overview of some of the services the Ambassadors provide to the community.

Awards for the 2024 Dogwood Trail were presented by the Civic Beautification Board as follows:

Special Category Winners

- Dolly McNutt Award, Tom and Liz Kohler, 3400 West Jefferson Street
- Baby Dogwood Award, Kenny and Bonnie Martin, 1744 Jefferson Street
- Dogwood Door Award, Laura and Charlotte Bray, 314 Wallace Lane
-

Dogwood Trail Award Winners

- Charlie and Gail Ransler, 2830 Broadway
- Justin & Hope Emmons, 2614 Jefferson Street
- Patrick Weeks, Nicolas Weeks, Hershy Dayal, 4160 Rustic Avenue
- Jeff and Suellen Johnson, 635 Woodland Drive
- John Park and Matthew Turley, 3426 Forest Circle
- Denny Roof, 226 Wallace Lane
- Dorothy Barnard and Megan Westerfeld, 4405 Buckner Lane
-

Dogwood Off-trail Award Winners

- J. Boone and Ragan Reed, 101 Deer Path Lane
- Robert and Pat Hobbs, 661 Whitney Drive

May 14, 2024

PUBLIC COMMENTS

- Cheryl Sleboda commented on litter and noise in the downtown area
- John Berry made comments about the Noise Ordinance

CONSENT AGENDA

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

I(A)	Approve Minutes for the April 23, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents <u>Minute File:</u> 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 <u>Contract File:</u> 1. Contract with A&K Construction, Inc., for the re-roof and renovation of the IT Department – MO #2887 <u>Financials:</u> 1. Paducah Water Works – Month ended March 31, 2024 <u>Bids and Proposals File:</u> 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
I(C)	Personnel Actions
I(D)	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 (MO #2888; BK 13)
I(E)	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 (MO #2889; BK 13)
I(F)	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 (MO #2890; BK 13)
I(G)	A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE, PERMANENT DRAINAGE EASEMENT

May 14, 2024

	FEE CONSIDERATION, AND ALL OTHER DOCUMENTS NECESSARY WITH DANIEL JONES TO ACQUIRE A PORTION OF REAL ESTATE LOCATED AT 2338 SOUTH 25 TH STREET AS A PERMANENT DRAINAGE EASEMENT IN CONSIDERATION OF \$120 FOR THE SOUTH 24 TH STREET IMPROVEMENT PROJECT (MO #2891; BK 13)
I(H)	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 (MO #2892; BK 13)
I(I)	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 (MO #2893; BK 13)
I(J)	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 (MO #2894; BK 13)

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

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

MUNICIPAL ORDERS

CONTRACT WITH LAKE ASSAULT BOATS, LLC IN THE AMOUNT OF \$697,600

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson, and Mayor Bray (4). **(MO # 2895; BK 13)**

AUTHORIZE PAYMENT TO CLEAN EARTH, INC. IN THE AMOUNT OF \$46,217.70

Commissioner Wilson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$46,217.70 FOR

May 14, 2024

THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2024 CLEAN-UP DAY.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson, and Mayor Bray (4).
(MO # 2896; BK 13)

ORDINANCE ADOPTIONS

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 Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson, and Mayor Bray (4).
(ORD 2024-05-8810; BK 37)

AMEND FY202 BUDGET – 911 RADIO UPGRADE PROJECT

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson, and Mayor Bray (4).
(ORD 2024-05-8811; BK 37)

May 14, 2024

ORDINANCE INTRODUCTIONS

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

Commissioner Wilson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, "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."

AMEND CODE OF ORDINANCES CREATING A NEW SECTION OF THE CITY OF PADUCAH ZONING CODE RELATED TO REASONABLE ACCOMODATION FOR RECOVERY HOMES

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ESTABLISHING SECTION 126-88, REASONABLE ACCOMMODATION FOR RECOVERY HOMES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH KENTUCKY."

APPROVE AN INTERLOCAL AGREEMENT FOR PROVISIONS OF EMERGENCY 911 SERVICES WITH McCRACKEN COUNTY

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, "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."

DISCUSSION:

City Clerk Lindsay Parish provided an overview of the upcoming changes regarding medical cannabis (Powerpoint included in the Minute File).

Communications Manager Pam Spencer offered the following summary:

Medical Cannabis Discussion

In 2023, the Kentucky General Assembly passed Senate Bill 47 legalizing the use of medical cannabis and establishing a framework for state licensure of medical cannabis businesses such as dispensaries, cultivators, processors, and producers. As of January 1, 2025, for an individual to receive a medical cannabis card from the Cabinet of Health, the person must be a Kentucky resident, have a qualifying medical condition, and have no disqualifying felony. Medical cannabis cannot be transported into Kentucky; therefore, Kentucky businesses must grow, produce, test, and sell the cannabis all within Kentucky.

Licenses for businesses will be issued through the Kentucky Cabinet for Health and Family Services with license applications to be accepted as soon as July 1. There is a limited number of

May 14, 2024

licenses and license types available in this initial application period through the state. Regarding dispensaries, 48 licenses will be issued across Kentucky with four licenses per region. McCracken County is in region 8 with four dispensary licenses for our region permitted by the State in this first phase with no more than one dispensary per county.

Local governments across the state are facing policy decisions regarding if and where these businesses can be located. At this meeting, the City Commission discussed seeking feedback from the community over the next two weeks but expects to approve a resolution in support of permitting medical cannabis businesses in Paducah at the next City Commission meeting. A later meeting would include zoning text amendments.

COMMENTS

- Commissioner Wilson remarked on the Dog Park Ribbon Cutting

EXECUTIVE SESSION

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

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

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

TIME ADJOURNED: 7:05 p.m.

ADOPTED: May 28, 2024.

George Bray, Mayor

May 14, 2024

ATTEST:

Lindsay Parish, City Clerk

May 28, 2024

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Contract with VanHooser Associates to conduct Leadership Training – Signed by City Manager, Daron Jordan
2. Contract Extension with Vestis Group (original contract was with Aramark) – MO #2476
3. Contract with Routeware, Inc. GPS hardware, etc. for Public Works Refuse Division MO #2514
4. Agreement to Provide Match For Metropolitan Transportation Planning – City of Paducah and Purchase Area Development District – MO #2885
5. Contract with Tennis Technology for the Tennis Court Resurfacing Project – MO #2889
6. Contract with Lake Assault Boats, LLC for purchase of fire and rescue boat for Fire Department – MO #2895
7. Contract with Complete Demolition – Demolition Project of 1501 Broadway (Katterjohn Building) – ORD 2024-03-8806

Bids and Proposals File:

1. Tennis Court Resurfacing Project
 - a. Tennis Technology – MO #2889
 - b. Innovative Sports Surfacing
 - c. Whitestone Bullitt LLC

CITY OF PADUCAH
May 28, 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

5/23/24

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
May 28, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Coraggio, Anthony P.	Shift Supervisor	\$25.87/hr	NCS	Non-Ex	May 30, 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>
Beard, Justice T.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 20, 2024
DiNovo, Hunter W.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 20, 2024
Ford, Cannon	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 22, 2024
Greer, Hailey	Recreation Leader	\$12.00/hr	NCS	Non-Ex	June 3, 2024
Jackson, Morgan	Parks Maintenance Laborer	\$12.00/hr	NCS	Non-Ex	June 3, 2024
Mai, Ayden K.	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 28, 2024
Robinson, Samayah	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 22, 2024
Turner, Corterrion	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 21, 2024
Turner, Lillyan	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 22, 2024

PUBLIC WORKS

Mooney, James	Fleet Mechanic	\$12.00/hr	NCS	Non-Ex	June 3, 2024
Strickland, Jarvis	Right-of-Way Maintenance	\$12.00/hr	NCS	Non-Ex	June 3, 2024

TECHNOLOGY

Willhelm, Madison	Help Desk Technician	\$12.00/hr	NCS	Non-Ex	June 3, 2024
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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>
Bugg, Gregory P.	Shift Supervisor \$25.53/hr	Assistant Manager \$30.64/hr	NCS	Ex	May 30, 2024

ENGINEERING

Guebert, Gregory E.	Assistant City Engineer \$48.53/hr	Interim City Engineer \$55.29/hr	NCS	Ex	May 30, 2024
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FINANCE

Cole, Corie K.	Accountant \$26.29/hr	Accountant \$27.08/hr	NCS	Ex	April 18, 2024
Guardian, Melanie	Revenue Technician \$21.40/hr	Revenue Technician \$21.83/hr	NCS	Non-Ex	April 4, 2024

FIRE - SUPPRESSION

Owen, Christopher	Battalion Chief \$37.55/hr	Battalion Chief \$38.68/hr	NCS	Ex	May 16, 2024
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PUBLIC WORKS

Canter, Thomas J.	Fleet Supervisor \$32.28/hr	Fleet Supervisor \$33.25/hr	NCS	Ex	May 16, 2024
Saxton, John W.	Solid Waste Superintendent \$34.21/hr	Solid Waste Superintendent \$35.24/hr	NCS	Ex	April 18, 2024
Young, Kurt M.	Solid Waste Supervisor \$28.82/hr	Solid Waste Supervisor \$29.40/hr	NCS	Ex	April 18, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>HUMAN RESOURCES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Schofield, Brea	Administrative Assistant	Resignation	May 14, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Accept bid proposal and authorize Mayor to execute Agreement for Custodial Services in City Park Facilities with Rightway Janitorial Services, LLC. - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On April 9, 2024, the BOC authorized release for a Request for Bids for Custodial Services for City Park facilities for the Parks and Recreation Department. The Request for Bids was released to the public on April 17, with a submission deadline of May 3, 2024. One bid was submitted. After review, bid is considered to be valid and acceptable.

Recommendation to accept the bid and execute contract for services with Rightway Janitorial Services, LLC effective July 1, 2024 and ending June 30, 2025, for the base amount of \$53,850.00, for custodial services for public restroom facilities in City of Paducah parks, with additional services as requested by the Parks and Recreation Department, at unit pricing as follows:

- Daily Cleaning Services in the amount of \$44,000.00
- Daily Cleaning Services on Holidays in the amount of \$3,250.00
- Quarterly Cleaning services in the amount of \$6,600.00

Additional cleaning services will be provided at the following per unit rates:

- Second Daily Cleaning Services in the amount of \$125 per day
- Second Daily Cleaning Services on Holidays in the amount of \$250 per day
- Reservation Facilities in the amount of \$60 per day
- City-Sponsored Special Events in the amount of \$100 per day
- Call-In Services (Must report for duty to qualify) in the amount of \$70 per hour

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Operations

Account Number: 1000-24-2402-523070

Staff Recommendation: Approve

Attachments:

1. MO - custodial services parks – Rightway 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF RIGHTWAY JANITORIAL SERVICES, LLC IN THE BASE BID AMOUNT OF \$53,850 FOR CUSTODIAL SERVICES FOR PUBLIC RESTROOM FACILITIES IN PARKS WITH ADDITIONAL SERVICES AT UNIT PRICING AS REQUIRED BY THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Rightway Janitorial Services, LLC in the base amount of \$53,850, for custodial services for public restroom facilities in City of Paducah parks, with additional services at unit pricing as follows:

Reservation Facilities: \$60 per day
Additional 2nd Cleaning: \$125 per day
Additional 2nd Cleaning (Holiday rate): \$250 per day
Additional 2nd Cleaning for Events: \$100 per day
Call-In Service: \$70 per hour worked

Said being in substantial compliance with the bid specifications, and as contained in the bid of Rightway Janitorial Services, LLC of May 3, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Rightway Janitorial Services, LLC, for custodial services, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. This contract shall be effective from July 1, 2024, to June 30, 2025.

SECTION 3. This purchase shall be charged to Account Number 1000-2402-523070.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

\mo\custodial services parks – Rightway 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Approve the Application and Acceptance of a Department of Justice Bulletproof Vest Program Grant in the amount of \$7,550 - **B. LAIRD**

Category: Municipal Order

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

Background Information: The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police. The National Institute of Justice, the research, development and evaluation agency of the United States Department of Justice, sets the only nationally accepted standards for body armor worn by law enforcement officers. NIJ recognizes an industry standard of a five-year life span on body armor. The Department of Justice BVP also recognizes a five-year life span on body armor. In light of these industry standards and endorsements by the preeminent law enforcement agencies, the Paducah Police Department follows a five-year replacement plan for body armor worn by law enforcement officers.

The Police Department is requesting funding for 20 body armor vests for a total cost of \$15,100. The cost per vest on the state contract price is \$755. This grant requires a 50-percent match; therefore, the Police Department will request \$7,550 from the BVP program and provide \$7,550 from FY25 operating funds.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Field Operating Supplies

Account Number: 10001602-535130

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

Attachments:

1. MO - app & award – DOJ – Bulletproof Vest Grant 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A U. S. DEPARTMENT OF JUSTICE (DOJ) BULLETPROOF VEST GRANT PROGRAM IN THE AMOUNT OF \$7,550 FOR THE PURCHASE OF TWENTY (20) BODY ARMOR VESTS, ACCEPTING ANY GRANT FUNDS AWARDED BY THE U. S. DEPARTMENT OF JUSTICE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a U. S. Department of Justice (DOJ) Bulletproof Vest Partnership Grant in the amount of \$7,550 for purchase of twenty body armor vests. The cost per vest on the State contract is \$755 for a total cost of \$15,100. This grant requires a fifty percent (50%) match; therefore, the Police Department will request \$7,550 from the BVP program and provide \$7,550 from FY2025 operating funds.

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 28, 2024
Recorded by Lindsay Parish, City Clerk, May 28, 2024
\\mo\grants\app & award – DOJ – Bulletproof Vest Grant 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Livingston County Emergency Management - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On April 5, 2024, a Fleet Maintenance Service agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Livingston County Emergency Management.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Livingston County Emergency Management.

Attachments:

1. MO - agree-fleet maintenance services – Livingston County Emergency Management 2024
2. Livingston Emergency Management_Fleet Agreement
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH LIVINGSTON COUNTY EMERGENCY MANAGEMENT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with Livingston County Emergency Management for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with Livingston County Emergency Management in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$95 per hour
Light Truck	\$95 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 28, 2024

Recorded by Lindsay Parish, City Clerk, May 28, 2024

mo/agree-fleet maintenance services – Livingston County Emergency Management

EXHIBIT A

CITY OF PADUCAH FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Livingston County Emergency Management (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Bobby Curry.

10. INSURANCE. Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. INDEMNIFICATION. Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH

CUSTOMER

BY: _____
Title: Mayor

BY: _____
Title: _____

Date: _____

Date: _____

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and LIVINGSTON COUNTY EMERGENCY MANAGEMENT (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is BOBBY CURRY.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: Terri M. Swanson

Title: Judge / Executive

Date: 4-5-2024

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT

Shop Hourly Labor Rate Sheet

Heavy Truck -----	\$95.00 per hour
Heavy Equipment -----	\$95.00 per hour
Passenger Vehicle -----	\$95.00 per hour
Light Truck -----	\$95.00 per hour
Small Engine -----	\$75.00 per hour

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Barkley Regional Airport Authority - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On April 22, 2024, a Fleet Maintenance Service agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Barkley Regional Airport Authority.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Barkley Regional Airport Authority.

Attachments:

1. MO - agree-fleet maintenance services – Barkley Regional Airport Authority
2. Barkley Regional Airport Authority_Fleet Agreement
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH BARKLEY REGIONAL AIRPORT AUTHORITY, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with Barkley Regional Airport Authority for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with Barkley Regional Airport Authority in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$95 per hour
Light Truck	\$95 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 28, 2024
Recorded by Lindsay Parish, City Clerk, May 28, 2024

mo/agree-fleet maintenance services – Barkley Regional Airport Authority

EXHIBIT A

CITY OF PADUCAH FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Barkley Regional Airport Authority (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representatives are Dennis Rouleau and Carol Creason.

10. INSURANCE. Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. INDEMNIFICATION. Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH

CUSTOMER

BY: _____
Title: Mayor

BY: _____
Title: _____

Date: _____

Date: _____

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Barkley Regional Airport Authority (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
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6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Dennis Rouleau and Carol Creason.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

CITY OF PADUCAH

By: _____
Title: Mayor
Date: _____

CUSTOMER


By: Dennis Rouleau
Title: Executive Director
Date: 4/22/2024

246362

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT

Shop Hourly Labor Rate Sheet

Heavy Truck -----	\$95.00 per hour
Heavy Equipment -----	\$95.00 per hour
Passenger Vehicle -----	\$95.00 per hour
Light Truck -----	\$95.00 per hour
Small Engine -----	\$75.00 per hour

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Purchase of One (1) 1/2 Ton Pickup 4x4 SSV for the Fire Department in the amount of \$79,000 -
C. YARBER

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On March 28, 2024, sealed written bids were opened for the purchase of One (1) 1/2 Ton Pickup 4x4 SSV to be used by the Fire Department. Two bids were received, with Linwood Motors submitting the only responsive evaluated bid in accordance with the specifications at a price of \$79,000.00. The delivery time will be 180 days after contract execution.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Rolling Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute an agreement with Linwood Motors for the purchase of One (1) 1/2 Ton Pickup 4x4 SSV in the amount of \$79,000.00.

Attachments:

1. MO - purchase one ½ ton pickup 4x4 SSV – Fire Department
2. 00020 - Invitation to Bid
3. Bid Tab Pickup SSV
4. Proposed Agreement_signed
5. Spec Pick Up LIst
6. Linwood
7. John Jones Police Pursuit Vehicles

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) ONE-HALF TON PICKUP 4X4 SSV IN THE TOTAL AMOUNT OF \$79,000, FOR USE BY THE FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors in the amount of \$79,000 for sale to the City of Paducah one ½ ton pickup 4x4 SSV for use by the Fire Department said bid being the lowest evaluated bid, of March 28, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one ½ ton pickup 4x4 SSV, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicle Fleet Maintenance Trust Fund, Account Number 71000210 540050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 28, 2024
Recorded by Lindsay Parish, City Clerk, May 28, 2024
\\mo\purchase one ½ ton pickup 4x4 SSV – Fire Department

CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

One (1) 1/2 Ton Pickup 4x4 SSV
LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on March 28, 2024

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001	John Jones Auto Group Tim Wolff 1520 S Jackson St Salem, Indiana 47167
One (1) 1/2 Ton Pickup 4x4 SSV	\$79,000.00	\$72,056.00

Delivery Time	6 months	180-270 days
Manufacturer:	Ram	Ram

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
4. Compliance with Tech Specs form	Yes	No
5. Deviations with Information	None	Yes
Kentucky State Bidder	Yes	No

Responsive & Responsible Bidder:	Yes	No
Evaluation Score:	1000.00	
BID RECOMMENDED FOR ACCEPTANCE	Yes	No

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE ONE (1) ½ TON PICKUP 4x4 SSV

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **LINWOOD MOTORS** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide One (1) ½ Ton Pickup 4x4 SSV to be used by the Paducah Fire Department, in full compliance with the Bid Proposal Dated March 28, 2024 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 180 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Seventy Nine Thousand dollars (\$79,000.00) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

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

VENDOR

BY Jake Barnhill
TITLE Sales Rep

ADDRESS:

3345 Park Ave
Paducah, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Authorize the Acceptance of a Kentucky Pride Fund Composting Grant in the Amount of \$605,071 - **C. YARBER**

Category: Municipal Order

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

Background Information: Administered by the Department for Environmental Protection, Division of Waste Management, the purpose of this grant is to assist eligible applicants in their efforts to achieve a successful program to divert materials from being landfilled and direct them to composting, reuse or other recycling options. The Recycling and Household Hazardous Waste Grants Program was established in 2006 by Senate Bill 50, effective July 12, 2006, and incorporated as part of the Kentucky Pride Fund.

The Public Works Department requested \$605,071 for a horizontal grinder and radial stacker for the City's Composting Facility. This grant requires a 25% match of \$201,690 for a total project cost of \$806,761. The Paducah Board of Commissioners approved the application for this grant on March 26, 2024 with Municipal Order 2871.

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

Communications Plan:

Funds Available: Account Name: Building and Improvements

Account Number: 50002211 542050

Staff Recommendation: Authorize the acceptance of the Ky Pride Fund Composting Grant and the Mayor to sign all documents related to same.

Attachments:

1. MO - accept - KY Pride Composting Grant - 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING A KENTUCKY PRIDE FUND COMPOSTING GRANT IN THE AMOUNT OF \$605,071 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah authorized the submission of an application for a Kentucky Pride Fund Composting Grant in the amount of \$605,071 by Municipal Order No. 2871; and

WHEREAS, the Department for Environmental Protection, Division of Waste Management has now awarded the grant in the amount requested.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to accept the Kentucky Pride Fund Composting Grant through the Department For Environmental Protection, Kentucky Division of Waste Management in an amount of \$605,071, to purchase a horizontal grinder and radial stacker for the City's Composting Facility. The total cost of this project is \$806,761, and a 25% match is required in the amount of \$201,690, which will be paid from Building & Improvements Account Number 5000 2211 542050

SECTION 2. That the City of Paducah hereby authorizes the execution of all documents to accept the grant award as approved in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 28, 2024
Recorded by Lindsay Parish, City Clerk, May 28, 2024
\\mo\grants\accept - KY Pride Composting Grant - 2024

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Approve a Contract for Services with Beautiful Paducah for the 2024 BBQ On the River in the amount of \$75,000 - **D. JORDAN**

Category: Municipal Order

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

Presentation By: Daron Jordan

Background Information: This Municipal Order authorizes a contract for services with Beautiful Paducah, Inc. in the amount of \$75,000 to host the 30th Annual BBQ on the River Festival. The payments will be split into two equal installments of \$37,500, with the first installment to be paid before June 30, 2024, and the second installment to be paid upon successful completion of the event.

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

If yes, please list the Commission Priority: Downtown.

Communications Plan:

Funds Available: Account Name: Beautiful Paducah

Account Number: 24000401 580900

Staff Recommendation: Approval.

Attachments:

1. MO - agree- Beautiful Paducah 2024 BBQOTR
2. Beautiful Paducah Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN
AGREEMENT BETWEEN THE CITY OF PADUCAH AND BEAUTIFUL PADUCAH, INC.,
FOR BBQ ON THE RIVER 2024, IN AN AMOUNT OF \$75,000 AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1. That the City hereby authorizes and approves an Agreement with
Beautiful Paducah in an amount of \$75,000 and authorizes the Mayor to execute said agreement.

SECTION 2. The total contract amount shall be paid in two (2) equal
installments of 37,500 with the first installment to be paid before June 30, 2024, and the second
installment to be paid upon successful completion of the event. These payments shall be funded
from Account Number 24000401 580900. The City Manager is hereby authorized to utilize and
transfer slippage and/or Administrative Contingency funds in FY24 and FY25 in order to
facilitate said payments.

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, _____

Recorded by Lindsay Parish, City Clerk, _____

MO\agree- Beautiful Paducah 2024 BBQOTR

CONTRACT FOR SERVICES

This Contract for Services, effective this ____ day of _____, _____ by and between the CITY OF PADUCAH ("City") and BEAUTIFUL PADUCAH, INC:

WITNESSETH:

WHEREAS, Beautiful Paducah is a nonprofit organization committed to improving the quality of life in our community through enhancing the beauty of our public landscape, encouraging community engagement, and civic pride - with a strong focus on the downtown, historic, & impoverished regions of Paducah, KY; and

WHEREAS, Beautiful Paducah is hosting the 30th Annual BBQ on the River Festival on September 19-21, 2024; and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2025.

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

SECTION 3: OPERATIONS PAYMENT The City shall, upon receipt of an invoice, pay Beautiful Paducah a total of Seventy-Five Thousand and No/100 (\$75,000) , payable in two (2) equal installments of \$37,500 with the first installment to be paid before June 30, 2024, and the second installment to be paid upon successful completion of the event. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES

By October 31, 2024, Beautiful Paducah will host the 30th Annual BBQ on the River Festival to raise funds for local nonprofit organizations.

SECTION 5: ACCOUNTING

(A) Beautiful Paducah shall be responsible for all accounting, payroll, and financial management.

- (B) Prior to December 31, 2024, Beautiful Paducah shall supply a financial statement to the City.
- (C) Prior to December 31, 2024, Beautiful Paducah shall furnish to the City a final report that details the expenditure of the funds and outcomes achieved for the purposes specified in Section 4.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Beautiful Paducah are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

George Bray
Mayor

BEAUTIFUL PADUCAH, INC.

Signature: _____

Title: _____

RESOLUTION

A RESOLUTION SUPPORTING MEDICAL CANNABIS BUSINESSES LOCATING IN PADUCAH, KENTUCKY

WHEREAS, as part of his effort to reduce Kentuckians' reliance on addictive opioids and provide them with relief from severe and chronic pain, Governor Andy Beshear signed Senate Bill 47 on March 31, 2023, which legalizes medical cannabis in the Commonwealth effective January 1, 2025; and

WHEREAS, as of January 1, 2025, individuals can receive a medical cannabis card from the Cabinet of Health; and

WHEREAS, in order to serve medical cannabis card holders, the Kentucky Cabinet for Health and Family Services filed additional regulations on how proposed cannabis businesses can apply to become licensed in the Commonwealth; and

WHEREAS, these regulations allow individuals and businesses to apply for cannabis business licenses beginning July 1, 2024; and

WHEREAS, House Bill 829 allows for local governments to enact an ordinance that is more restrictive than KRS relating to time, place, and manner of cannabis business operations, except that a local government shall not enact ordinances that impose an undue burden or make cannabis business operations unreasonable or impractical; and

WHEREAS, the City of Paducah serves as a medical hub for the surrounding region; and

WHEREAS, the City Commission believes that allowing medical cannabis businesses in Paducah will provide a much-needed service to those with qualifying medical conditions; and

WHEREAS, the City of Paducah now wishes to enact a resolution in favor of allowing cannabis businesses to operate in Paducah.

NOW, THEREFORE, BE IT RESOLVED THAT: the Paducah City Commission, does hereby support cannabis businesses locating in Paducah, Kentucky, and intends to take steps necessary to regulate said businesses in accordance with the requirements and guidelines set by the State of Kentucky and such other requirements as may be necessary.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 28, 2024
Recorded by Lindsay Parish, May 28, 2024
\\resoln\\Support Medical Cannabis Businesses

RESOLUTION

A RESOLUTION REQUESTING THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY TO ADOPT A RESOLUTION ISSUING INDUSTRIAL BUILDING REVENUE BONDS TO FINANCE THE GOODWILL INDUSTRIES OF KENTUCKY, INC. INDUSTRIAL BUILDING PROJECT LOCATED WITHIN THE BOUNDARIES OF THE CITY OF PADUCAH

RECITALS

WHEREAS, the Kentucky Economic Development Finance Authority (the “Authority”), an agency and instrumentality of the Commonwealth of Kentucky (the “Commonwealth”), is authorized under Chapter 154 of the Kentucky Revised Statutes and the Industrial Buildings for Cities and Counties Act, (collectively, the “Act”), if requested by the legislative body of a city, to issue industrial building revenue bonds and to loan the proceeds thereof to any person to finance or refinance the costs of acquiring, constructing, and installing an industrial building, as defined by the Act, to promote economic development within the Commonwealth, relieve conditions of unemployment, and encourage the increase of industry.

WHEREAS, Goodwill Industries of Kentucky, Inc. (the “Company”), a Kentucky nonprofit corporation and charitable organization per Section 501(c)(3) of the Internal Revenue Code, provides rehabilitation, occupational training, and employment for people with disabilities, disadvantages, or handicaps, and in furtherance of that purpose, operates donated goods centers for the collection, processing, and distribution of used merchandise.

WHEREAS, The Company has determined to finance or refinance the acquisition, construction, improvement and equipping of attended donation centers, retail stores and outlets, opportunity centers and career centers at the new donated goods retail center located within the City of Paducah, Kentucky (the “City”) as described in Exhibit A attached hereto.

WHEREAS, The Company intends to apply to the Authority to receive industrial building revenue bonds pursuant to the Act to finance a portion of the costs of financing or refinancing the acquisition, construction, improvement and equipping of the Company’s facilities at the new donated goods retail center located within the City as described in Exhibit A (the “Project”) attached hereto.

WHEREAS, The Board of Commissioners of the City has found and determined that the Project will accomplish the public purposes of the Act by promoting economic development within the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry therein.

WHEREAS, The Board of Commissioners of the City desires to request that the Authority issue industrial building revenue bonds on behalf of the Company to finance the costs of acquiring, constructing, improving and equipping the Project.

WHEREAS, The Board of Commissioners of the City also desires to inform residents of the City that the Authority will hold a public hearing regarding issuing its industrial building revenue bonds pursuant to the Act to finance the Project at a date set forth in a notice of public hearing that will be published on the Authority's website (the "Public Notice") no later than seven calendar days before the public hearing is to be held and that residents of the City are invited to participate in such public hearing as further set forth in the Public Notice.

NOW, THEREFORE, BE IT RESOLVED by the Paducah City Commission as follows:

1. The Board of Commissioners of the City hereby requests the Authority to issue its revenue bonds pursuant to the Act to provide such funds as may be necessary to enable the Company to defray the costs of the Project and to take such actions necessary to comply with the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.
2. No action taken by the Board of Commissioners of the City in connection with the proposed bonds shall be deemed to impose any liability whatsoever upon the City.
3. All formal actions relative to the adoption of this Resolution were taken in open meetings of the Board of Commissioners, and all deliberations of the Board of Commissioners which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements of Sections 61.800 through 61.850 of the Kentucky Revised Statutes.
4. This resolution shall take effect upon its adoption.

INTRODUCED, SECONDED, AND ADOPTED at a duly convened regular meeting of the Board of Commissioners of the City of Paducah, Kentucky held on _____, 2024, signed by the Mayor as evidence of his approval, attested by the City Clerk, and ordered to be filed and indexed as provided by law.

Approved:

George P. Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Certification

The undersigned certifies that she is the duly elected and acting City Clerk of the City of Paducah, Kentucky, that the foregoing resolution was duly adopted at a regular meeting of the Board of Commissioners of the City held on _____, 2024, that all actions taken in connection with such resolution were in compliance with the requirements of KRS 61.805 to 61.850, and that said resolution is now in full force and effect, all as appears from the official records in my custody and under my control.

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Resolution Supporting the Paducah Housing Authority in Applying for a Choice Neighborhoods Initiative (CNI) Grant - **JOSEPH ANDERSON**

Category: Resolution

Staff Work By: Daron Jordan,
Joseph Anderson
Presentation By: Joseph
Anderson

Background Information: This action approves a Resolution supporting the Paducah Housing Authority in applying for a Choice Neighborhoods Initiative (CNI) Grant. The CNI Grant is offered through HUD to transform distressed neighborhoods and public housing into mixed-income neighborhoods linking housing improvements with appropriate services, schools, public assets, transportation, and access to jobs. Further, this resolution includes a financial pledge of \$25,000 to be used towards the work of the project if the CNI grant is awarded.

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

If yes, please list the Commission Priority: Housing.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve.

Attachments:

1. Resolution - ChoiceNeighborhoodsPlanningGrantResolution

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY SUPPORTING THE HOUSING AUTHORITY OF PADUCAH'S CHOICE NEIGHBORHOODS PLANNING GRANT APPLICATION AND COMMITTING FUNDS TO ITS GRANT MATCH REQUIREMENT IF AWARDED

WHEREAS, the Housing Authority of Paducah is pursuing a U.S. Department of Housing and Urban Development Choice Neighborhoods Planning grant; and

WHEREAS, if the grant application is successful, the City of Paducah, a housing project and city neighborhood will benefit greatly from and will receive benefits of planning to pursue additional monies and solutions beneficial to all; and

WHEREAS, this effort aligns with the City's priority action and continuous improvement items pertaining to housing and the continued investment in the improvement of housing stock to help grow our community and improve quality of life; and

WHEREAS, the City of Paducah, for the reasons above stated, desires to support the grant application by voicing its support and offering to contribute to the grant's match requirement; and

WHEREAS, it is appropriate that this Resolution be adopted in order to evidence such support and the City's monetary commitment.

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

Section 1. It is hereby found, determined and declared that the statements of fact set forth in the preamble to this Resolution are true and accurate in all respects, and the preamble and all of the recitals therein are incorporated in this Resolution by reference, as if set forth verbatim herein.

Section 2. The City of Paducah hereby supports the Housing Authority of Paducah's Choice Neighborhoods Planning grant application and further commits Twenty-Five Thousand Dollars (\$25,000.00) to the grant's match requirement, if successful.

Section 3. This Resolution shall be in full force and effect from and after the date of adoption.

ADOPTED by the Board of Commissioners of the City of Paducah, Kentucky, on May 28, 2024, signed by the Mayor, attested by the City Clerk and declared to be in full force and effect.

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Certification

I, the undersigned, do hereby certify that I am the duly qualified City Clerk of the City of Paducah, Kentucky (the “City”), and as such Clerk I further certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Board of Commissioners of the City at a properly convened meeting held on May 28, 2024, signed by the Mayor and now in full force and effect, all as appears from the official records of the City of Paducah in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this May ____, 2024.

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 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.

Melanie P. Townsend
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:

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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

PROPERTY NOTES:

CLIENT:

CITY OF PADUCAH (PLANNING & ZONING DEPARTMENT)
300 S. 5th STREET
PADUCAH, KENTUCKY 42003

OWNERS:

AGENCY OF PADUCAH,
KENTUCKY P.O. BOX 2267
PADUCAH, KENTUCKY
42002-2267

SOURCE OF TITLE:

DEED BOOK 1173, PAGE
203

PLAT REFERENCES:

PLAT SECTION "L", PAGE
889

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE TWO
ALLEYS FOR THE CITY OF PADUCAH AS SHOWN
HEREON.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREA
WITH REDUCED FLOOD RISK DUE TO LEVEE", FLOOD ZONE
AE, "SPECIAL FLOOD HAZARD AREA WITH BFE OR DEPTH",
FLOOD ZONE AE, "REGULATORY FLOODWAY", AS SHOWN
ON THE NATIONAL FLOOD INSURANCE RATE MAP,
COMMUNITY PANEL NO. 21145C0153F, EFFECTIVE
NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-4"
ZONE "R-4" = HIGH DENSITY RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET, UNLESS IT'S A PROFESSIONAL BUILDING,
THEN REVERT TO B-1 ZONE (SIDE).
3. REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS:

1. MINIMUM LOT AREA, PER UNIT: 2,000 SQUARE FEET.
2. MINIMUM LOT WIDTH: 50 FEET.

MAXIMUM BUILDING HEIGHT:

NONE

MAXIMUM LOT COVERAGE:

NONE

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-2"
ZONE "R-2" = LOW AND MEDIUM DENSITY RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET
3. REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS:

- 1.1. SINGLE FAMILY DWELLINGS: 10,000 SQUARE FEET
- 1.2. TWO-FAMILY DWELLINGS: 6,000 SQUARE FEET PER UNIT
- 1.3. MULTI-FAMILY DWELLINGS: 4,000 SQUARE FEET PER UNIT
2. MINIMUM LOT WIDTH:
 - 2.1. SINGLE FAMILY DWELLINGS: 60 FEET
 - 2.2. TWO-FAMILY DWELLINGS: 60 FEET PER STRUCTURE
 - 2.3. MULTI-FAMILY DWELLINGS: 75 FEET

MAXIMUM BUILDING HEIGHT:

SINGLE FAMILY DWELLINGS: 35 FEET
TWO-FAMILY DWELLINGS: 36 FEET
MULTI-FAMILY DWELLINGS: NONE

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF
RECORDING

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

SURVEYOR'S CERTIFICATE:

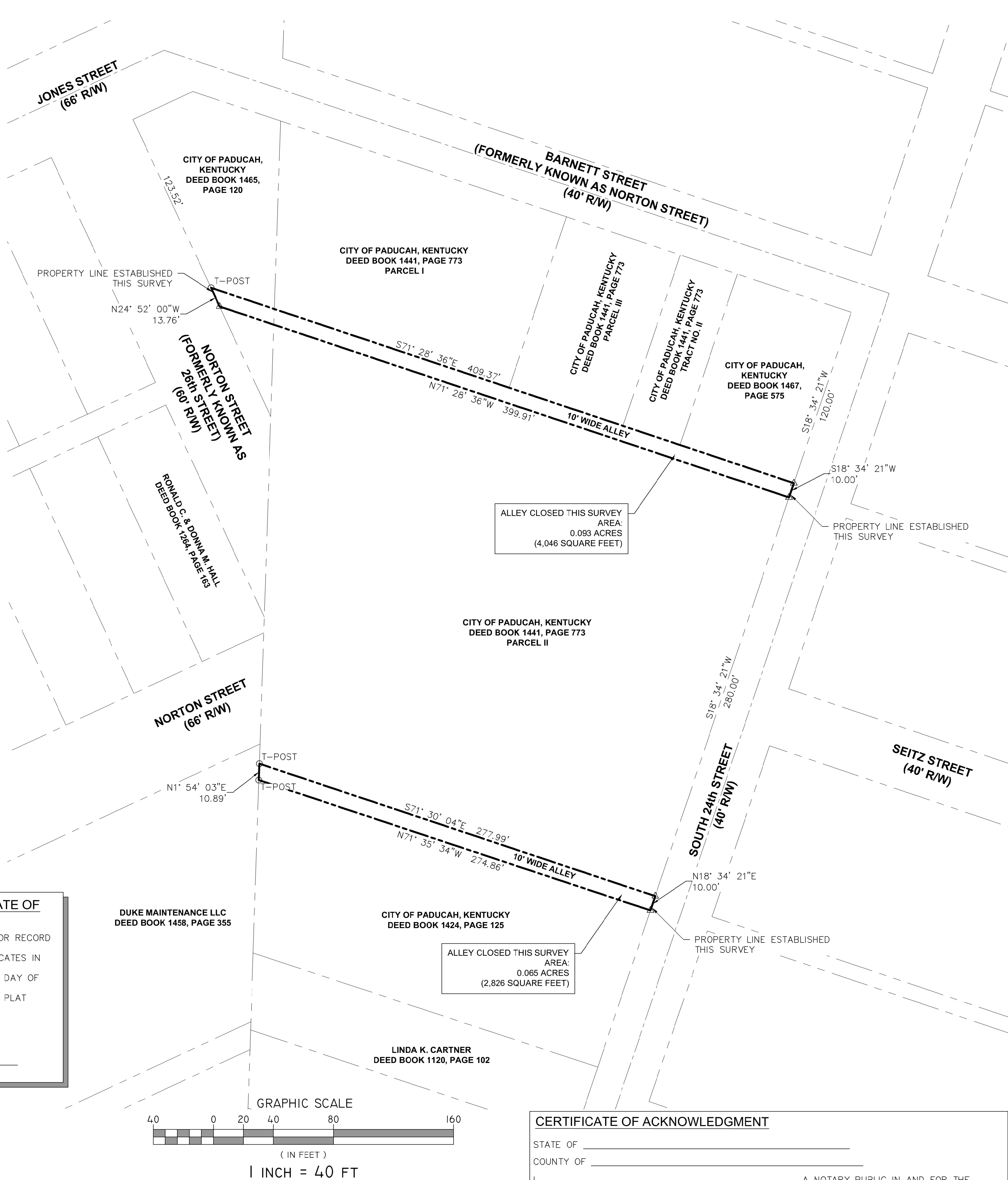
I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY SURVEY
AND COMPLIES WITH 201 KAR 18:150. AND THAT THE BOUNDARY
INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT
SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TRIMBLE
R12/R8 GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL STATION).
BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING
GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID
SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN"
SURVEY.

DATE OF SURVEY: _____

K. JETT WOOD, P.L.S. #3445

DATE

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED
RIGHT-OF-WAYS AND EASEMENTS. THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE OPINION.



CERTIFICATE OF OWNERSHIP

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN
AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN WITH MY (OUR)
FREE CONSENT."

OWNER'S SIGNATURE

DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

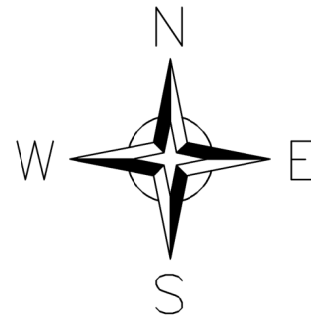
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

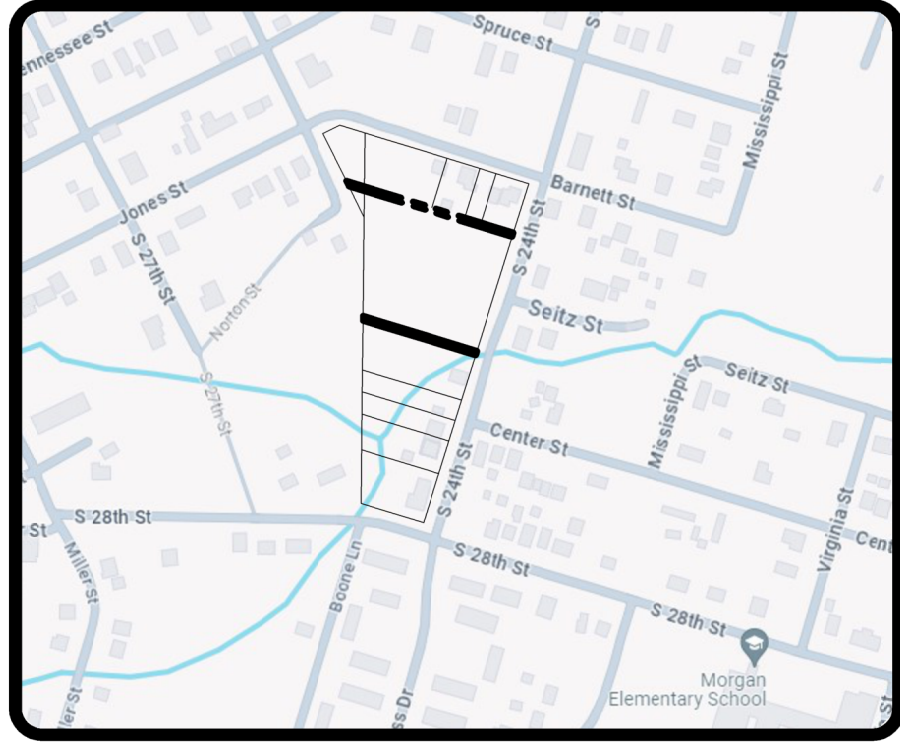
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____



INFORMATION SHOWN HEREON
BASED ON KENTUCKY STATE
PLANE COORDINATE SYSTEM
(SINGLE ZONE)



VICINITY MAP

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- ADJOINING PROPERTY LINE
- ROADWAY CENTERLINE
- BOUNDARY LINE ANGLE POINT
- BOUNDARY MARKER AS NOTED

MAYOR'S CERTIFICATE OF APPROVAL

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

MAYOR, CITY OF PADUCAH

DATE

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY KRS CHAPTER 100 ADOPTED BY THE PLANNING
COMMISSION OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING DEPARTMENT ON THE _____
DAY OF _____, 20_____.

SECRETARY OF THE PLANNING AND ZONING COMMISSION

UTILITY OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE THE UTILITY OWNER'S HEREBY ACKNOWLEDGES THE PORTION
OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND WILL
NOT HAVE ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY CONSIDERED FOR
CLOSURE AS SHOWN AND DESCRIBED HEREON. ALL EXISTING UTILITY LINES SHALL BE
RELOCATED OR REMOVED WITHIN THE PROPOSED PORTION OF PUBLIC WAY TO BE CLOSED.

SIGNATURE _____ DATE _____

PADUCAH WATER WORKS TITLE

SIGNATURE _____ DATE _____

ATMOS ENERGY TITLE

SIGNATURE _____ DATE _____

PADUCAH POWER SYSTEM TITLE

SIGNATURE _____ DATE _____

COMCAST CABLE TITLE

SIGNATURE _____ DATE _____

BELLSOUTH TITLE

SIGNATURE _____ DATE _____

PADUCAH-McCRACKEN CO. TITLE

SIGNATURE _____ DATE _____

JOINT SEWER AGENCY TITLE

SIGNATURE _____ DATE _____

CITY OF PADUCAH TITLE

BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

1315 DOUGLAS DRIVE
PADUCAH, KY 42003
PHONE: 502-241-1111

403 N. 2ND STREET
PADUCAH, KY 42003
PHONE: 502-241-1111

100 SQUARE BLOCKS
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ALLEY CLOSURE

CITY OF PADUCAH PROPERTY
SOUTH 24TH STREET AND BARNETT STREET
PADUCAH, KENTUCKY

FOR CITY OF PADUCAH, KENTUCKY

SHEET

SV1.0

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 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
2. Paducah-McCracken 911 Service Agreement w-Exhibit B
3. Copy of Exhibit A - PCSD asset inventory 2024

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 ND 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

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:

I. 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*.

II. 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, at dates and times that is within the discretion of the Board; the Board shall have authority to call Special-Called Meetings as necessary; a quorum shall be three (3) or more members;
 - 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, with the Parties' fees to be the same, and with revenues to be shared equally; (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.** The assessment of telephone landline fees shall cease. The City and County shall abolish all landline fees after parcel fees have been assessed and sufficient revenue has been collected.
- 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:_____

Radio System Assets

Fiscal Court Workshop Meeting

May 22, 2024

EXHIBIT B

County Elmdale Tower Site

- 1400 Elmdale Road
- 3.92 Acres
- 91.4 Meters above ground



County Woodville Road Tower Site

- 1100 Block Woodville Road
- NE Corner of Woodville and Rice Spring Roads
- Leased from the Commonwealth



City Tower Site

- 500 Clark Street



City Equipment List

Item	Comm Room	Office	Kitchen	Front Office	Server Room	EOC	Total
General CPU				1			1
CAD CPUs	5					4	9
Radio CPU	5						5
Vesta CPU	5						5
Laptops	2	3					5
Monitors	46	9		2		12	69
Mobile 911 Systems							2
Portable Radios	9	1					16
Portable Radio Charger Base	9	1					21
Chair	7	12		3			22
24/7 Chairs							7
Refrigerators			2				2
Stove			1				1
Microwave			1				1
Conference Table		2					2
Desks	3	3		1			6
Color Laser Printer	2	1		1			4
AED							1
Large TV	2			1			3
Small TV	2						2
Small Switch						1	1
Cradle Point- Mobile Router						1	1
Water Cooler							1
HP OfficeJet Pro 8210 Printer					1		1
HP Deskjet 6122 Printer					1		1
Dell OptiPlex 3050 Camera Monitor Computer					1		1
Spectracom NetClock AT&T Netclock					1		1
Cisco 2960 AT&T Vesta A					1		1
Cisco 2960 AT&T Vesta B					1		1
VoIP Gateway AT&T Vesta A					1		1
VoIP Gateway AT&T Vesta b					1		1
Cisco 2911 Router AT&T Vesta					1		1
APC SMT3000RM2UC Battery/Surge Protector					1		1
Equature Server Primary					1		1
Equature Server Secondary					1		1
TrippLite Battery/Surge Protector					1		1
HP Z400 Computer Motorola GenWatch 3					1		1
CradlePoint Router KY Office of Technology for NCIC					1		1
Cisco 9200CX Switch E911 Zetron Switch					1		1
Cisco 9200L Switch E911 Network Data					1		1
Zetron Central Interface Zetron A					1		1
Zetron Central Interface Zetron B					1		1
Cisco 4300 Router AT&T FirstNet MPLS router					1		1
Cisco CE500 Switch Motorola					1		1
HP Proliant ML110 Motorola					1		1
Lantronix UDS1100 Vesta to Tyler NWPS spill					1		1
Lantronix UDS1100 Spare					1		1
Lantronix UDS1100 Spare					1		1
Dell PowerEdge R640 Server VMWare Host Server A					1		1
Dell PowerEdge R640 Server VMWare Host Server B					1		1
Dell PowerEdge R640 Server VMWare Host Server C					1		1
Cisco SG550XG-24T Switch VMWare Switch 1					1		1
Cisco SG550XG-24T Switch VMWare Switch 2					1		1
Dell SCv3020 Storage VMWare Storage A					1		1
Dell SCv3020 Storage VMWare Storage B					1		1
Cisco FPR-1120 Firewall AT&T FirstNet MPLS router Secondary					1		1
Cisco C1841 Router NAT to NCIC					1		1
Firewall at EOC					1		1

Joint Radio Asset VIDA Core

2.1 VIDA Core

At the heart of the City of Paducah and McCracken County's L3Harris P25 Radio Communication System is the VIDA Unite geographically separated (Geo-H/A) Core, designed to provide total VIDA core and critical services redundancy.

The L3Harris Voice, Interoperability, Data and Access (VIDA) P25 core integrates all aspects of the radio system into one management center with full application high availability (HA) software and hardware redundancy. VIDA leverages VM technology to host the core's services, allowing a single server to simultaneously run multiple operating systems in a virtual environment. Because it is IP based, you can access data and communications from just about anywhere.

Geographically Redundant VIDA Unite P25 Cores

911 / DISPATCH Primary VIDA P25 Unite Core:

VIDA Application Server (VAS), which hosts network switching, control, network management, administration, and cybersecurity software applications in a virtual machine (VM) environment and includes:

- Network Switching Server (NSS)
- Unified Administration Server (UAS)
- Regional Network Manager (RNM)
- Regional System Manager-Pro (RSM-Pro)
- Active Directory (AD)
- McAfee ePolicy Orchestrator
- Quest Two-Factor authentication
- SysLog-Splunk
- Unitrends Backup Server
- Enterprise Network Manager (ENM)
- Firepower Management Center (FMC)
- SUMS
- VIDA transcoder
- ISSI (1 system connection with 20 voicepaths) –(Optional)
- BeOn® push-to-talk application Foundation service with support for up to 25 users (25 client licenses included)
- System network clock server
- Networking Routers, Ethernet Switches, and Firewall
- P25 trunked logging recorder interface service with 24 talkpaths
- Encompass Interoperability Gateway with DFSI interface and support for 40 total talkpaths
- System management terminals for network management, system administration, access to logging recorders, OTAP software (optional), and other functions

Joint Asset

McCracken-Rice Site Secondary VIDA Unit P25 Core:

VIDA Application Server (VAS), which hosts network switching, control, network management, administration, and cybersecurity software applications in a virtual machine (VM) environment and includes:

- Network Switching Server (NSS)
- Region Network Manager (RNM)
- Region System Manager-Pro (RSM-Pro)
- Active Directory (AD)
- Quest Two-Factor authentication
- Unitrends
- Enterprise Network Manager (ENM)
- VIDA transcoder
- ISSI (1 system connection with 20 talkpaths) *(optional)*
- BeOn Foundation service with the ability to support up to 25 users (25 client licenses included)
- System network clock server
- Networking Routers, Ethernet Switches, Firewall



Joint Asset

2.2 P25 Simulcast IP Radio Network

Your new P25 radio system is designed to provide superior radio coverage for the City of Paducah and McCracken County. The radio system utilizes the City/County's existing tower locations as well as additional leased tower locations to meet and exceed the 95% portable outdoor coverage goal. The system incorporates 5 sites configured into a single simulcast cell utilizing 10 channels in the 800MHz, non-NPSPAC frequency band. The connectivity uses a highly redundant, high-speed IP microwave network providing the most reliable site-to-site connectivity available. Additionally, the system utilizes DC power plants along with new generators providing a double redundant power backup solution for tower site equipment.

The City of Paducah and McCracken County P25 Phase 2 Simulcast Description

Five (5) Sites of 800MHz P25 Phase 1 & 2 Simulcast Cell

- 911
- McCracken-Rice
- American Tower 1209288
- SBA 1297003
- McCracken-Elmore

2 Distributed Control Point Sites (DCPs):

- Primary DCP #1: 911
- Redundant DCP #2: McCracken-Rice
- 10 TWO-47 P25 Phase 1 & 2 base stations operating in 800MHz providing 9 P25 Phase 1 FDMA voice talkpaths, or 18 P25 Phase 2 TDMA voice talkpaths
- P25 simulcast site common equipment
- VIDA EDGE for local site alarms gathering and P25 functions and for P25 data communications (DCP sites)
- RF antenna systems per design:
 - 2 transmit antennas
 - 1 receive antenna w/ test lines
 - TTA with redundant amplifiers and test port
 - Receive multi-coupler with test port and spare ports for growth
 - Two 6 Channel Transmit combiners
- Redundant GPS disciplined synchronization and reference oscillators
- Commercially available off-the-shelf (COTS) networking equipment - routers and switches
- DC power plant equipment meeting RFP specified runtimes

Joint Assets

2.3 Symphony Consoles

The Symphony console is designed by dispatchers for dispatchers. We understand the critical role that dispatchers play during life safety events, and it requires a platform that is intuitive and minimizes the time it takes for each task. The Symphony console is so easy to use that it quickly becomes second nature. With the L3Harris design, the City of Paducah and McCracken County will gain the following capabilities:

- Enhanced Dispatch Experience – The Symphony dispatch console was designed for simple, efficient public safety radio dispatch operation. The Symphony Dispatch Console combines the Symphony Dispatch Platform with advanced application software to support 24-hour mission-critical operations.
- Cutting Edge Technology – A unique hardware design supports the reliability needed for emergency responses. Advanced digital audio technology delivers high-capacity and secures end-to-end communications.

The City of Paducah and McCracken County will have 7 Symphony dispatch consoles.

- 7 Symphony consoles at the 911 dispatch center
 - 2 Nano speakers
 - Gooseneck microphone
 - Call Director Telephone Interface
 - 1 Dispatcher wired headset
 - USB keyboard and mouse
 - 1 USB footswitch
 - 2 six-wire headset jack boxes
 - Redundant Networking equipment
 - Backup control stations
 - AES and DES encryption
 - Conventional Controls
 - Paging operation
 - 16 patch definitions and 8 patch activations
 - 16 simuselect definitions
 - Embedded web browser



Joint Assets

2.4 Aviat Loop-Protected IP Microwave Backhaul

The City of Paducah and McCracken County's IP microwave design includes a backhaul solution developed by Aviat Networks. Aviat is the leading and most trusted provider of microwave solutions for government, public safety, defense, and local / state/province / national agencies. Aviat is a proven partner to state and local governments. Twenty-four out of fifty statewide networks and 10 of the largest 25 cities in the USA use Aviat microwave along with countless other county and city governments.

Aviat has the trusted, reliable solutions required for the critical applications that support the City of Paducah and McCracken County. With over 2 billion in-service operating hours, Aviat's line of high-performance, mission-critical microwave radios are proven dependable for applications that need to work.



Backhaul System Description

This project will provide new IP microwave equipment paired with MPLS routers (as appropriate per design) for a highly available IP network backhaul design for the City of Paducah and McCracken County, KY. The microwave radio platform proposed is Aviat's Eclipse with IRU600 v4 all-indoor mounted radios. Racks, breaker panels, antenna systems, VOIP Orderwire, and ProVision EMS have been included.



The network design as proposed consists of Five (5) Eclipse Packet Node Microwave paths using Eclipse IRU600 v4 radios in the redundant ring configuration. The network is using both 6 GHz and 11 GHz band radios and 30 MHz RF channels with Adaptive Coding and Modulation (ACM), supporting capacities of 155Mbps total capacity per direction.

Please refer to the Microwave System Description document located in Section 5.2, as well as Sections 5.3 and 8 for the Backhaul Plan document, including PathLoss files and link budgets, for additional technical information regarding your microwave solution.

Joint Assets

2.5 Interoperability

Encompass Interoperability Gateway

The Encompass Gateway application runs as a Virtual Machine (VM) on the L3Harris VIDA Network, delivering critical interoperability between legacy systems and new P25 mobiles, portables, and base stations.

The Encompass Gateway applications include connection to dispatch console equipment and to analog voice base station equipment. In both cases, control of the Encompass Gateway is implemented in software and may be customized easily for specific requirements. Legacy systems are interconnected via the Encompass Gateway and are accessible to all resources on the VIDA system, including P25 Talkgroups. The Encompass Gateway is an IP network device so it can be located anywhere on the VIDA network.

In addition to Legacy signaling, Encompass Gateway supports the P25 standard Digital Fixed Station Interface (DFSI) protocol to provide interoperability. L3Harris VIDA is the only solution capable of interfacing with P25 trunked sites and DFSI-enabled base stations simultaneously.

The City of Paducah and McCracken County's Encompass Gateways are licensed and configured with support for 40 total talkpaths, providing disparate interface connections for your interoperability connection needs.



Joint Assets

Interoperability Control Stations (also located at dispatch)

XL200M Mobile Control Stations

- VHF, UHF, and 7/800 MHz
- P25 Trunking (7/800) P25 Conventional and FM analog
- P25 Conventional and FM analog (V/UHF)
- AES encryption
- DES encryption
- Integrated Enclosure Cabinet with Speaker and Power Supply
- Tone Control
- Multiband Control Station Antenna System with Control Station Combiner
- Interoperability control stations are interfaced to the Encompass Gateway for control and access from the P25 System talkgroups and dispatch consoles, as described above in the Encompass Gateway Section.



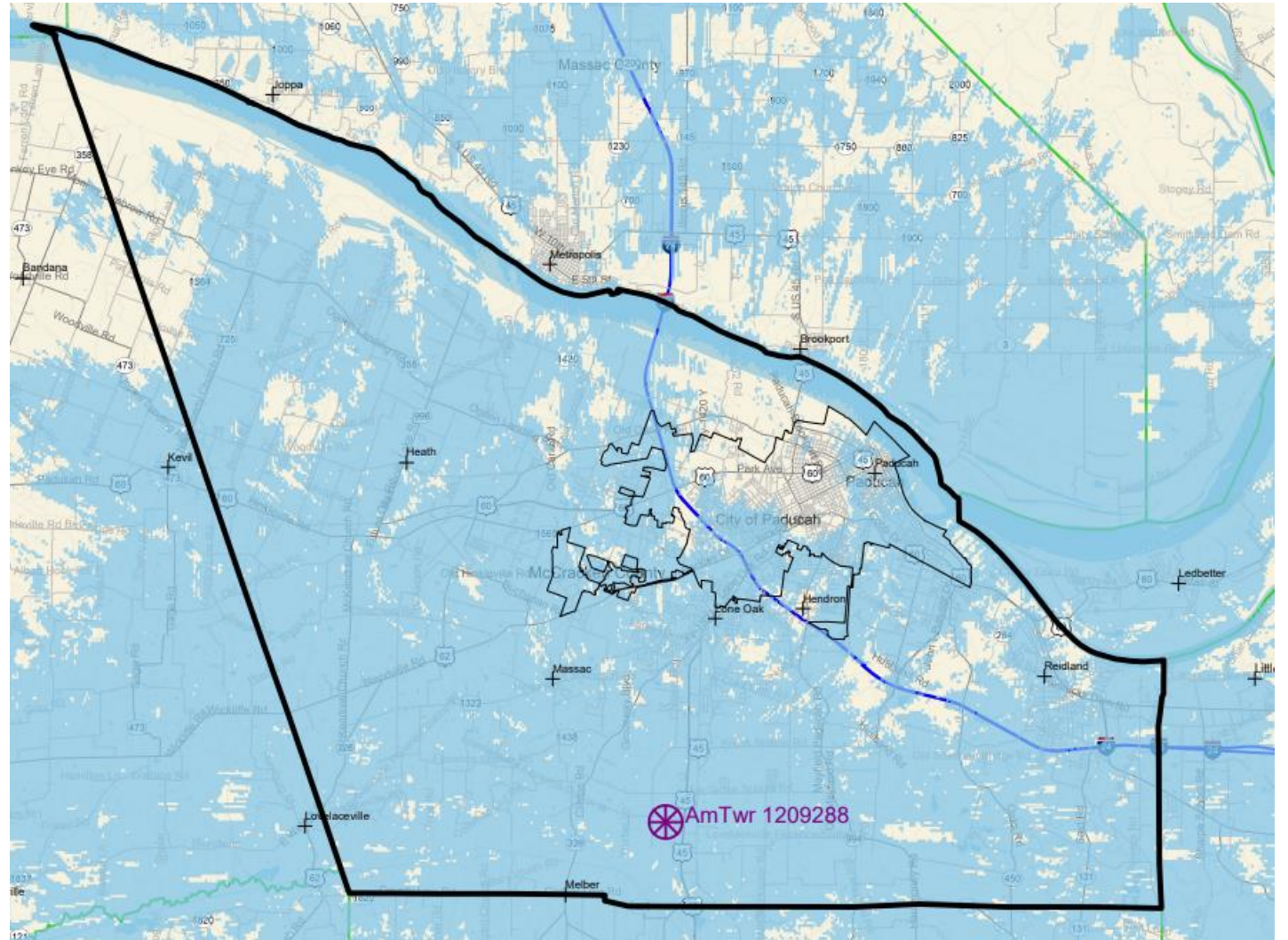
Dispatch Backup Control Stations

XL-185M MOBILE WITH DESKTOP SUPPLY

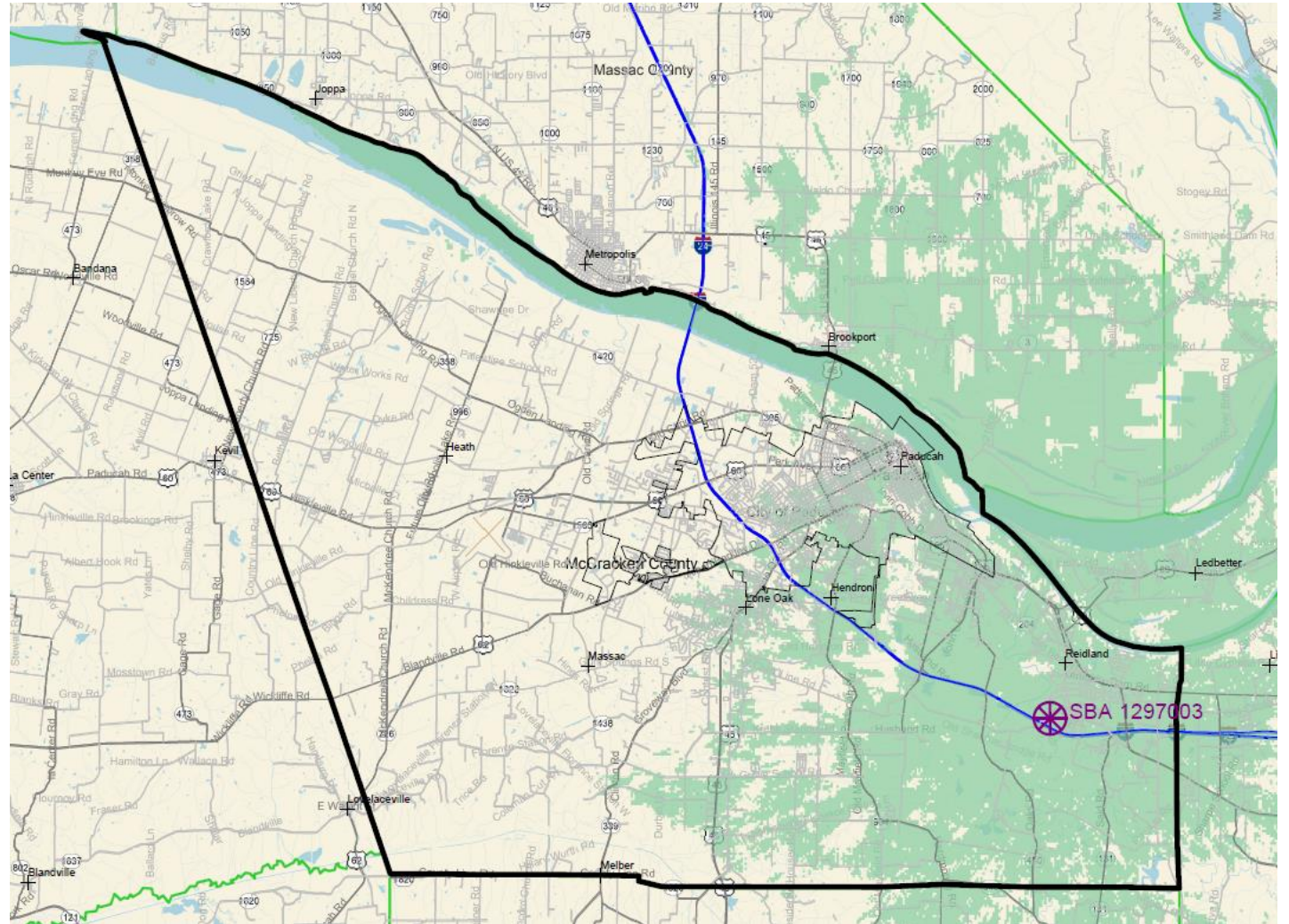
- 7/800 MHz
- P25 Trunking, P25 Conventional and FM analog
- AES encryption
- DES encryption
- External Power Supply
- External Speaker
- 7/800 MHz Control Station Antenna System with Control Station Combiner
- Symphony console backup stations include direct, wired connectivity to the console for control.



Joint Asset (Rental Tower)



Joint Asset (Rental Tower)



Item	Comm
General CPU	
CAD CPUs	5
Radio CPU	5
Vesta CPU	5
Laptops	3
Monitors	4
Mobile 911 Systems	
Portable Radios	1
Portable Radio Charger Base	2
Chair	7
24/7 Chairs	
Refrigerators	
Stove	
Microwave	
Conference Table	
Desks	4
Color Laser Printer	2
AED	
Large TV	2
Small TV	2
Small Switch	
Cradle Point- Mobile Router	
Water Cooler	
HP OfficeJet Pro 8210 Printer	
HP Deskjet 6122 Printer	
Dell OptiPlex 3050 Camera Monitor Computer	
Spectracom NetClock AT&T Netclock	
Cisco 2960 AT&T Vesta A	
Cisco 2960 AT&T Vesta B	
VoIP Gateway AT&T Vesta A	
VoIP Gateway AT&T Vesta b	
Cisco 2911 Router AT&T Vesta	
APC SMT3000RM2UC Battery/Surge Protector	
Equature Server Primary	
Equature Server Secondary	
TrippLite Battery/Surge Protector	
HP Z400 Computer Motorola GenWatch 3	
CradlePoint Router KY Office of Technology for NCIC	
Cisco 9200CX Switch E911 Zetron Swtich	
Cisco 9200L Switch E911 Network Data	
Zetron Central Interface Zetron A	
Zetron Central Interface Zetron B	
Cisco 4300 Router AT&T FirstNet MPLS router	
Cisco CE500 Switch Motorola	
HP Proliant ML110 Motorola	
Lantronix UDS1100 Vesta to Tyler NWPS spill	
Lantronix UDS1100 Spare	

Lantronix UDS1100 Spare	
Dell PowerEdge R640 Server VMWare Host Server A	
Dell PowerEdge R640 Server VMWare Host Server B	
Dell PowerEdge R640 Server VMWare Host Server C	
Cisco SG550XG-24T Switch VMWare Switch 1	
Cisco SG550XG-24T Switch VMWare Switch 2	
Dell SCv3020 Storage VMWare Storage A	
Dell SCv3020 Storage VMWare Storage B	
Cisco FPR-1120 Firewall AT&T FirstNet MPLS router Secondary	
Cisco C1841 Router NAT to NCIC	
Firewall at EOC	
510 Clark Street 911 Building	
510 Clark Street 911 Tower	

Paducah Communications Services Division Asset List

[illegible]

				1
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EXT

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4IBIT A

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Approve the Fiscal Year 2025 Budget (07/01/2024 -- 06/30/2025) for the City of Paducah - **D. JORDAN & J. PERKINS**

Category: Ordinance

Staff Work By: Audra Kyle, Kamra Davenport, Kristi Grayi, Karen Queen, Jonathan Perkins

Presentation By: Daron Jordan, Jonathan Perkins, Audra Kyle

Background Information: The proposed Fiscal Year 2025 budget...

1. Includes all annual debt service payment obligations;
2. Includes 4% wage adjustments as contractually obligated for IAFF, FOP, and AFSCME; and, 4% for non-represented full-time employees;
3. Allows for the minimum 10% General, Investment and Solid Waste Funds reserve requirement;
4. Utilizes 'unreserved cash balances' for the General, Investment, Fleet Lease Trust and Bond Funds;
5. Includes State mandated pension contributions;
6. Includes appropriations for numerous outside agencies;
7. Includes funding for BOC priorities; and,
8. Assumes a 4% increase in real estate property tax levy (to be voted on in a separate tax levy ordinance in fall of 2024).

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

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

Communications Plan:

Funds Available: Account Name: Various

Account Number: Various

Staff Recommendation: Recommend the BOC approve the FY2025 budget proposal

Attachments:

1. Budget FY2025 Ordinance
2. Ordinance - Publication, (FY2025)
3. Summary by type for Clerk

ORDINANCE NO. 2024-06-_____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL
OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30,
2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS
FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, an Annual Operating Budget proposal has been prepared and delivered to the Board of Commissioners of the City of Paducah, KY; and,

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2025.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky as follows:

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025.

Section 3. The City does hereby adopt the following financial management policies:

A. The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses.

B. The City Manager or designee is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Exhibit Number 1.

C. Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager, however, the Board of Commissioners shall be notified five calendar days prior to obligation of the proposed expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager shall bring expenditure before the Commission for approval by municipal order, or not proceed.

D. City Manager shall assure that recurring revenues and resources are greater than or equal to recurring expenditures. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.

E. The City Manager has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation. Department Directors shall be responsible for keeping all appropriated accounts within their respective department positive.

F. As vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All non-enterprise funded rolling stock is owned by the City's Fleet Lease Trust Fund, and leased to respective departments for use.

G. The City will maintain a self-insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.

H. In fiscal year 2006, the City issued a General Obligation Bond (GOB) for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis; however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving an unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.

I. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2024) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2025, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

J. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund is funded with a 1/2 cent portion of the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment, and property tax relief.

L. The Oak Grove Cemetery (PF0048) project will be funded in the following manner: 30% of all cemetery lot sales, and 30% of all cemetery crypt sales will be credited to the project. Proceeds are to be used solely for the general care, maintenance, and embellishments of the cemetery.

Section 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 5. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

Section 6. This ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 24, 2024
Adopted by the Board of Commissioners, June 14, 2024
Recorded by Lindsay Parish, City Clerk, July , 2024
Published by The Paducah Sun,
ORD\FINANCE\Budget FY2025

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 57,637,779
MAP	2,501,705
INVESTMENT	8,315,330
TIF	0
E911	3,721,817
OPIOID	64,200
COURT AWARDS	116,165
ROOM TAX	1,850,650
DEBT	3,617,780
CIP	11,296,250
BOND FUND	15,000,000
SOLID WASTE	6,937,075
TRANSIENT BOAT DOCK	442,681
RENTAL	154,482
RADIO DEPR	25,035
FLEET MAINTENANCE	879,981
FLEET LEASE TRUST	2,425,255
INSURANCE	1,348,140
HEALTH INSURANCE	3,659,420
PFPF	786,765
OTHER TRUSTS	<u>74,425</u>
	<u><u>\$ 120,854,935</u></u>

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2024 (July 1, 2024 to June 30, 2025)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 100,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	130,500
Grants	991,305	1,257,000	-	-	64,000	-	-	2,312,305
Interest Income	1,400,000	493,417	-	30,000	138,690	292,500	125,500	2,480,107
Bond Proceeds	-	0	-	-	-	-	-	0
Charges for Service	832,980	40,000	-	-	5,245,000	5,639,560	0	11,757,540
Other Fees	57,000	105,140	-	-	1,000	-	500	163,640
Occupational License	32,733,500	8,600,650	-	656,670	-	-	-	41,990,820
Permits & Fees	557,000	-	-	-	5,500	-	-	562,500
Property Rent	542,000	312,951	-	0	36,000	1,222,905	-	2,113,856
Property Taxes	9,174,095	-	-	-	-	-	-	9,174,095
Recreation Fees	143,000	-	-	-	-	-	-	143,000
Sales	27,000	-	-	-	90,000	25,000	309,465	451,465
Other Taxes	-	1,303,000	-	-	-	-	-	1,303,000
Total	\$ 46,558,380	\$ 12,142,158	\$ -	\$ 686,670	\$ 5,580,190	\$ 7,179,965	\$ 435,465	\$ 72,582,828
Fund Transfers In	\$ 595,570	\$ 3,813,000	\$ 11,296,250	\$ 2,961,370	\$ 304,100	\$ 143,766	\$ 310,000	\$ 19,424,056
Total Sources	\$ 47,153,950	\$ 15,955,158	\$ 11,296,250	\$ 3,648,040	\$ 5,884,290	\$ 7,323,731	\$ 745,465	\$ 92,006,884
Expenditures:								
Administration	\$ 2,290,190	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	2,590,190
Finance	1,522,982	13,959,167	2,200,000	3,617,780	-	7,341,445	-	28,641,374
Information Technology	2,033,876	-	35,000	-	-	-	-	2,068,876
Customer Experience	528,632	-	-	-	-	-	-	528,632
Planning	905,893	-	3,597,000	-	-	-	-	4,502,893
Police	14,063,509	116,165	100,000	-	-	-	-	14,279,674
Fire	11,899,435	-	474,250	-	-	-	-	12,373,685
Public Works	4,975,504	2,501,705	1,080,000	-	-	879,981	-	9,437,190
Parks	4,466,056	-	160,000	-	442,681	-	-	5,068,737
Cable Authority	85,325	-	-	-	-	-	-	85,325
Human Rights	15,215	-	-	-	-	-	-	15,215
Engineering	2,083,848	-	3,350,000	-	-	-	-	5,433,848
Human Resources	707,568	-	-	-	-	-	-	707,568
Investment Fund	-	1,590,400	-	-	-	-	-	1,590,400
E911	-	3,579,397	-	-	-	-	-	3,579,397
Solid Waste	-	-	-	-	6,595,685	-	-	6,595,685
Pensions	-	-	-	-	-	-	861,190	861,190
Fund Transfers Out	12,059,746	10,002,550	-	-	341,390	91,370	-	22,495,056
Total Expenditures	\$ 57,637,779	\$ 31,749,384	\$ 11,296,250	\$ 3,617,780	\$ 7,379,756	\$ 8,312,796	\$ 861,190	\$ 120,854,935
Reserves Utilized (Beg. Cash)	\$ (10,483,829)	\$ (15,794,226)	\$ -	\$ 30,260	\$ (1,495,466)	\$ (989,065)	\$ (115,725)	\$ (28,848,051)

Agenda Action Form

Paducah City Commission

Meeting Date: May 28, 2024

Short Title: Repeal & Replace Chapter 42, Article IV, Noise Ordinance of the Paducah Code of Ordinances
- **D. JORDAN & L. PARISH**

Category: Ordinance

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

Presentation By: Daron Jordan, Lindsay Parish

Background Information: The current noise ordinance has provisions in it that has proved unenforceable due to vagueness. The new ordinance removes any vague language and makes violation of the ordinance an objective standard. With respect to residential and commercial establishments, decibel levels are established for certain times of day and certain days of the week. Further, the use of outdoor speakers and outdoor live entertainment is regulated.

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: Adopt Ordinance

Attachments:

1. Ord - Noise Ordinance Amendment

ORDINANCE NO. 2024- ____ - ____

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 42, ARTICLE IV,
NOISE ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, the City of Paducah has a significant governmental interest in protecting the health, safety, and welfare of the general public and in preserving public order while at the same time promoting successful commercially-zoned districts;

WHEREAS, effective control of loud and disturbing noise are essential to the health and welfare of the City's residents and visitors and to the conduct of the normal pursuits of life, including work, education, recreation, and communication;

WHEREAS, the City has a substantial interest in protecting residents and visitors from loud and disturbing noise, which interests may vary depending on the zoning district from which the sound originates;

WHEREAS, the use of sound amplification equipment, such as bullhorns, megaphones, and loudspeakers, can create loud and disturbing noise that may, when used at particular times, in particular zones, and at particular decibels, substantially and unreasonably invade and harm the privacy, peace, health, and welfare of City residents and visitors;

WHEREAS, the use of sound amplification equipment or the production of other loud and disturbing noise near schools when classes or other educational activities are occurring substantially interferes with students' right to obtain an education, and the City has a substantial interest in protecting students from such noise;

WHEREAS, the use of sound amplification equipment or the production of other loud and disturbing noise near houses of worship when services are occurring substantially interferes with people's right to gather together and worship, and the City has a substantial interest in protecting people from such noise;

WHEREAS, the use of sound amplification equipment or the production of other loud and disturbing noise near health care facilities substantially disrupts patient care and can harm patient health, and the City has a substantial interest in protecting people from such noise;

WHEREAS, the City's existing noise regulations currently measure sound using an A-weighted decibel scale, but a C-weighted decibel scale is a better measure of volume of music; and

WHEREAS, construction sites within the City can produce loud and disturbing noise, and it is in the best interests of City residents and visitors for the City to identify construction sites that chronically produce loud and disturbing noise and to address the noise produced by such sites.

NOW, THEREFORE, be it ordained by the City of Paducah as follows:

SECTION 1: That Chapter 42, Article IV of the Code of Ordinances of the City of Paducah, Kentucky shall be amended as follows:

Sec. 42-101 – Title

This Article shall be known as the noise control ordinance for the City.

Sec. 42-102 – Purpose and scope of Article; relationship to other regulations.

- (a) *Purpose.* It is the purpose of this Article to ensure that public health, safety and welfare shall not be abridged by the making and creating of public nuisances from disturbing, excessive or offensive noises in the City. The residents of the City recognize that uncontrolled noise represents a damage to the health and welfare of themselves and their neighbors and that each resident of the community is entitled to live in an environment in which the level of impulse and amplified noise is minimized for the community good. This Article attempts to foster mutual respect among all residents and to establish a community position against noise pollution.
- (b) *Scope.* This article applies to all persons, property, animals, equipment, appliances, instruments and other sound emitting devices, as regulated herein.
- (c) *Relationship to other regulations.* The provisions of this Article are not intended to interfere with, abrogate or annul other laws, rules, regulations or ordinances, including any applicable chapters of the Kentucky Revised Statutes or ordinances of the City. If more stringent standards concerning noise abatements are contained in other laws, rules, regulations or ordinances, the more stringent standards shall apply.

Sec. 42-103 – Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Ambient sound means the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far.

Commercial means any parcel of real estate located in the city that is used primarily for sales, retail, entertainment, wholesale, office, research, warehouse, manufacturing, or industrial purposes. It does not include multi-family residential units such as condominiums, townhouses, apartments, hotels, motels or any other residential unit that is conveyed on a unit-by-unit basis, even if those units are a part of a larger building or parcel of real estate. However, it shall include

any commercial business such as bars, restaurants, and nightclubs located on the premises of a hotel or motel.

Decibel means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of pressure of the sound measured to the referenced pressure, which is twenty (20) micronewtons per square meter.

Emergency work means work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

Motor vehicle means any vehicle driven or powered by any means other than muscular power (including, but not limited to, passenger vehicles, trucks, mopeds, motorized scooters, multi-terrain vehicles and go-carts).

Multiple-family dwelling means apartment buildings, duplexes, condominiums, hotels, motels or any other building or structure occupied by more than one (1) family unit, either temporarily or permanently.

Noise means any sound that is emitted by a person, animal, appliance, equipment, instrument or other device.

Person means and includes an individual, firm, association, organization, partnership, trust, company, corporation or any similar entity. For purposes of this Article, the president, manager, host or other person in charge of a group, association or organization shall be responsible for requiring said group, association or organization to comply with this Article and shall likewise be subject to penalties imposed herein for violation of this Article by said group, association or organization.

Premises means any building, structure, land, utility or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards, common hallways in multiple-family dwellings, and common areas for one (1) or more multiple-family dwellings, and real properties without buildings or improvements, owned or controlled by a person.

Property line means an imaginary line exterior to any enclosed structure, at the ground surface, and its vertical extension, which separates the real property or rental unit owned or leased by one (1) person from that owned or leased by another person.

Quiet zone means any area determined by the City of Paducah to need lower noise levels to conduct meetings, services or productions. An example would be in the area of the Market House Theater or similar establishments where unreasonable sound levels would detract from the health, safety, welfare, peace and quiet for the citizens of Paducah. The area must be posted as a quiet zone at all four (4) corners of the area before enforcement can occur and will include the area contained within the posted signs.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighing networks, such as A, B or C as specified in ANSI specifications for sound level meters. If the frequency weighing employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument including a microphone, amp, output meter and frequency weighing networks for the measurement of noise and sound levels in a specified matter.

Sec. 42-104 – Prohibited noises, generally.

- (a) It shall be unlawful for any person to intentionally produce, intentionally cause to be produced, or intentionally participate in producing any unreasonably loud and disturbing noise in the city, as more particularly described in this Article.
- (b) The following are unlawful in the city:
 - (1) While within 150 feet of the property line of a school where classes or other educational activities are occurring: (i) to produce amplified sound or (ii) to intentionally produce, intentionally cause to be produced, or intentionally participate in producing any sound so unreasonably loud that, because of its volume, it disturbs or threatens to imminently disturb those classes or activities.
 - (2) While within 150 feet of the property line of a church, temple, synagogue, or other house of worship where a service is occurring: (i) to produce amplified sound or (ii) to intentionally produce, intentionally cause to be produced, or intentionally participate in producing any sound so unreasonably loud that, because of its volume, it disturbs or threatens to imminently disturb that service.
 - (3) While within 150 feet of the property line of a health care facility that is open or otherwise caring for patients: (i) to produce amplified sound or (ii) to intentionally produce, intentionally cause to be produced, or intentionally participate in producing any sound so unreasonably loud that, because of its volume, it unreasonably disturbs, injures, or endangers the health, peace, or safety of patients in the facility. "Health care facility," as used in this subsection, includes, but is not limited to, hospitals, physicians' offices, walk-in medical centers, medical diagnostic centers, medical clinics, surgical centers, and any facilities that are licensed, certified or otherwise authorized to provide health care services in this state.
 - (4) Operating or occupying a motor vehicle or permitting to be played, used, or operated, any radio, tape player, cassette player, compact disk player, DVD players, loud speaker, sound amplification system, or other device designed to generate, amplify, and/or reproduce amplified sound from within the motor vehicle in such a manner that the sound is plainly audible by another human being at a distance of fifty (50) feet from the device producing the sound. The term "plainly audible" means any sound which can be clearly heard, by unimpaired auditory senses based on a direct line of sight of fifty (50) or more feet; however, words or phrases need not be discernible and said sound shall include bass reverberation.
 - (5) Modify, change, or fail to maintain the exhaust muffler, air intake muffler or any other sound-reducing device of a motor vehicle in such a manner that

the noise emitted from the motor vehicle disturbs or is a nuisance to persons of reasonable sensibilities within the area of audibility.

- (6) The sounding of any horn or signaling device of any motor vehicle on any State or public place of the City continuously or intermittently, except as a danger or emergency warning.
 - (7) The use of fireworks or other explosives so as to be unreasonably loud, raucous, jarring, disturbing or a nuisance to persons of reasonable sensitivities within the area of audibility.
 - (8) The keeping of any animal which by causing intermittent, frequent or continued noise disturbs or causes a nuisance to persons of reasonable sensitivities within the area of audibility.
 - (9) For purposes of this Section, to produce amplified sound means to intentionally produce, intentionally cause to be produced, or intentionally participate in producing any sound by using a bullhorn, megaphone, loudspeaker, or any other mechanical or electronic device to the extent that the device is used to produce unreasonably loud or raucous sound.
 - (10) In determining whether a noise or sound is unreasonably loud for purposes of this Section, factors to be considered include, but are not limited to: (1) its volume, (2) the volume of background noise, if any, (3) the zoning and character of the area where it is produced, (5) the time of day or night that it is produced, (5) its duration, and (6) whether it is recurrent, intermittent, or constant.
- (c) This Section shall not apply to:
- (1) The sirens of police or other emergency vehicles.
 - (2) The horns or other warning signals used in a *bona fide* attempt to avoid an imminent automobile accident.
 - (3) Any amplified sound or other noise that is produced within an enclosed building and not audible outside of that building.
 - (4) All safety signals and warning devices (for example, intrusion alarms, backup alarms on trucks); authorized vehicles when responding to emergencies (for example, police, fire and ambulance); or any other device used to alert persons to an emergency or used during the conduct of emergency work.
 - (5) The provision, repair and maintenance of municipal services or public utilities.
 - (6) Bells, chimes or carillons originated by religious organizations or any such

bells, chimes, or carillons marking the time or day, or sounded during national celebrations or public holidays.

- (7) Excavations or repairs on bridges, streets or highways by or on behalf of the City, County or State.
 - (8) Musical, recreational and athletic events conducted by schools, local government and nonprofit entities.
 - (9) Construction operations between the hours of 7:00 a.m. to 6:00 p.m. on weekdays for which building permits have been issued or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accordance with all standard equipment, manufacturers' mufflers and noise reducing equipment in use and in properly operating condition.
 - (10) Lawn maintenance and agricultural equipment used between 7:00 a.m. and 9:00 p.m. when operated with all the manufacturers' standard mufflers and noise-reducing equipment in use and in properly operating condition.
- (d) It shall be no defense to a violation of this Section that the noise or sound produced in violation of this Section: (1) complied with any other provision of this Code, including any provision authorizing the use of sound amplification equipment or (2) was produced pursuant to any permit issued by the city authorizing the use of sound amplification equipment. The provisions of this Section are not subject to the decibel levels set forth in other sections of this Article because the nature of the activity being protected is entitled to "a person of reasonable sensitivities standard" and/or because a decibel measure may be impractical to obtain. In addition, the provisions of this Section are not subject to a variance under the permit Section of this Article.

Sec. 42-105 – Measurement.

- (a) For purposes of determining db(A)s as referred to in this Article, the noise shall be measured on the A- weighting scale on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute. All sounds other than music shall be measured utilizing the db(A) scale.
- (b) For purposes of determining db(C)s as referred to in this Article, the noise shall be measured on the C- weighting scale on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute. All music shall be measured utilizing the db(C) scale.

Sec. 42-106. – Sounds and music (non-commercial).

- (a) In addition to those noises deemed unlawful in this Article, it shall be unlawful for any person on property that is not considered commercial, as that term is defined herein, to allow sounds to exceed the following:

(1) In Residentially-Zoned Districts:

Sunday through Wednesday	5:00 p.m. to 11:00 p.m.	65 db(A) or db(C), whichever is applicable
Thursday through Saturday	1:00 p.m. to 11:00 p.m.	65 db(A) or db(C), whichever is applicable
Sunday through Wednesday	All other times not specified	Not in excess of 60 db(A) or db(C), whichever is applicable

(2) In Commercially-Zoned Districts:

Sunday through Wednesday	5:00 p.m. to 11:00 p.m.	75 db(A) or db(C), whichever is applicable
Thursday through Saturday	1:00 p.m. to 11:00 p.m.	75 db(A) or db(C), whichever is applicable
Sunday through Wednesday	All other times not specified	60 db(A) or 60 db(C), whichever is applicable

- (3) In Manufacturing-Zoned Districts, 80 db(A) or db(C), whichever is applicable, on any day at any time.
- (b) The decibel levels set forth in this Section shall be measured no less than twenty (20) feet from the property line of the property producing and/or generating the noise or anywhere within the boundary line of the nearest residentially-occupied property, whichever is closest to the commercial property producing and/or generating the noise.
- (c) Limitations on the operation of sound amplification equipment in this Section shall not apply to the operation of horns, sirens, or other emergency warning devices actually being used in emergency circumstances.

Sec. 42-107 – Sounds and music at commercial establishments.

- (a) In addition to those noises deemed unlawful in this Article, it shall be unlawful for any commercial establishment to:

- (1) Operate or allow the operation of sound amplification equipment, speakers, or live music to be played out of doors when prohibited as set forth in subsection (b) of this Section.
- (2) Operate or allow the operation of sound amplification equipment, speakers, or live music, when permitted, in excess of the decibel levels set forth in subsection (b) of this Section. Sound amplification equipment and/or speakers operated pursuant to this subsection shall not be located more than ten feet above the ground.
- (3) Operate sound amplification equipment, speakers, or live music indoors that is permitted to escape from the confines of the commercial establishment, whether intentionally or negligently, in excess of the decibel levels set forth in subsection (b) of this Section.

(b) Decibel levels and out of door sound amplification equipment, speakers, and live music shall be regulated as follows:

Sunday through Wednesday	5:00 p.m. to 11:00 p.m.	Not to exceed 65 db(A) or db(C), whichever is applicable	Outdoor sound amplification equipment, speakers, and live music is permitted
Thursday through Saturday Holidays: The day before Memorial Day, July 3 rd , July 4 th , the day before Labor Day, the day before Thanksgiving, and New Years Eve	1:00 p.m. to 11:00 p.m.	Not to exceed 75 db(A) or db(C), whichever is applicable	Outdoor sound amplification equipment, speakers, and live music is permitted
All other days and times not specified		Not to exceed 60 db(A) or db(C), whichever is applicable	Outdoor sound amplification equipment, speakers, and live music is prohibited

- (c) Whether the sound is produced and/or generated in or out of doors, the decibel levels set forth in this Section shall be measured no less than twenty (20) feet from the property line of the commercial property producing and/or generating the noise or anywhere within the boundary line of the nearest residentially-occupied property, whichever is closest to the commercial property producing and/or generating the noise.

Sec. 42-108 – Chronic commercial, construction, and industrial noise.

- (a) The purpose of this Section is to establish a collaborative process through which the city and a business that has been identified as a chronic source of objectionable noise (i.e., “chronic noise producer” or “CNP”) will develop and implement a noise mitigation plan intended to bring the noise to acceptable levels. A chronic noise producer is an establishment that, because of the sound generated by or at the business or construction site, is an annoyance to adjacent or nearby residences, lodgings, schools, businesses, or other places where people may congregate with a reasonable expectation of undisturbed activity.
- (b) The chief of police (or designee) may designate a commercial, construction, or industrial site/business as a “chronic noise producer”. In making such a designation, the chief of police (or designee) shall take into consideration the following factors:
 - (1) The number and frequency of valid noise complaints;
 - (2) The proximity and physical relationship between the business and complaining locations;
 - (3) The severity of sound events, both observed and measured;
 - (4) The time and days of the week of sound events;
 - (5) The business’s/site’s history of cooperation and efforts to alleviate the surrounding problem;
 - (6) The history and context of the location, including the zoning district where the sound-producing activity is generated and whether the sound-producing activity predates the occupation of the complaining locations.
- (d) Upon designation, the chief of police (or designee) shall inform the site/business that it has been designated a chronic noise producer (“CNP”) and refer the site/business to the City Manager’s Office.
- (e) Upon receiving a chronic noise producer referral, the City Manager (or designee) shall schedule a mandatory initial meeting with the CNP at which point information that led to the decision to designate the site/business as a CNP will be discussed. Following the initial meeting, the City Manager (or designee) shall determine whether a mitigation plan is warranted. If no plan is warranted, the CNP shall be notified.
- (f) If it is determined that a mitigation plan is warranted, the City Manager (or designee) and the CNP shall develop and sign a noise mitigation plan. The plan may include, among other things:

- (1) Restrictions on days of week or hours of noise-producing activity;
 - (2) Placement, orientation, and operation of sound producing activity or equipment;
 - (3) Structural changes included, but not limited to, sound attenuation and baffling;
 - (4) Self-monitoring and reporting requirements;
 - (5) A schedule for implementation; and
 - (6) A schedule for review for possible revision or termination of the plan.
- (g) In the event a CNP (1) fails or refuses to participate in good faith in the development of a noise mitigation plan; (2) refuses to agree to a noise mitigation plan; or (3) fails to implement or comply with an agreed-to noise mitigation plan, the City Manager (or designee) shall designate the site/business as non-cooperative and shall notify the business of that determination. Any compliance thereafter shall result in the removal of that determination.
- (h) Appeals. A site/business that has been designated a non-cooperative may appeal such designation within ten (10) calendar days after receiving notice of such designation. Appeals shall be filed with the Board of Commissioners and a hearing held at which point the non-cooperative may present evidence. A ruling on the appeal shall be issued by the Board of Commissioners within thirty (30) calendar days of the hearing. A site/business may appeal the decision of the Board of Commissioners to McCracken District Court. Any such appeal must be filed within thirty (30) calendar days of the date of the Board of Commissioners' ruling.
- (i) Penalties. The Board of Commissioners may impose a civil penalty for violation of this subsection of up to \$1,000 per day.

Sec. 42-109 – Quiet zones.

It shall be unlawful for any person to make, cause to be made, continue, or permit any excessive or unreasonably loud noise in or near a posted quiet zone such that the noise disturbs or is a nuisance to the people and/or the activities being conducted in said quiet zone.

Sec. 42-110 – Noise Variances Permits for Special Events.

- (a) Any permit holder who is issued a Special Event Permit under Paducah Code of Ordinances Article VI may apply for a Noise Variance Permit if the Special Event permit holder believes that the Special Event may require a variance from any provision of this Section.
- (b) The City Clerk or his/her designated representative shall have authority, consistent with this Article, to grant a permit for a variance from this Section.

- (c) An application for a permit for a variance from this Section shall be obtained from the City Clerk's Office and be submitted to the City Clerk's Office at least thirty (30) calendar days in advance of the planned use. The application shall designate and provide contact information for the individual person who shall be in control of the sound amplification equipment and/or the source of the sound to ensure that its use complies with the terms of the permit. The application shall contain information which demonstrates that bringing the source of sound, or activity for which the permit is sought into compliance with this Section would constitute an unreasonable hardship on the applicant, on the community, or on other persons. The City Clerk and/or his designee shall give notice of an application for a permit to all persons who own and/or occupy the real property adjoining the site for which the permit is sought. Notice shall be forwarded by regular mail not less than fifteen (15) calendar days prior to the date on which the permit is sought to be effective. Failure of the City Clerk or his/her designee to notify any adjoining property owner/occupant shall not be fatal to the applicant's request for a permit, nor shall it serve as a basis for liability against the city, its officers, agents, employees, and/or representatives. Any individual who claims to be adversely affected by allowance of the permit may file a statement with the City Clerk or his/her designee containing any information to support such claim. Said statement shall be filed not less than seven (7) calendar days prior to the date on which the permit is sought to be effective.
- (c) In determining whether to grant or deny the application, the City Clerk or his/her designee shall balance the hardship to the applicant, the community, and other persons of not granting the permit against the adverse impact on the health, safety and welfare of persons affected, the adverse impact on property affected and any other adverse impact of granting the permit. Applicants for permits and persons contesting permits may be required to submit any information the City Clerk or his/her designee may require. In granting or denying an application, the City Clerk or his/her designee shall place on public file a copy of the decision and the reasons for denying or granting the permit.
- (d) Permits shall be granted by notice to the applicant containing all necessary conditions including a time limit on the permitted activity. The permit shall not become effective until the applicant agrees to all conditions by signing said permit. Noncompliance with any conditions of the permit shall result in immediate termination of the permit and subject the person holding it to all applicable penalties as designated in this Article.
- (e) The City Clerk or his/her designee is authorized to issue guidelines defining any additional procedures to be followed in applying for a permit and any additional criteria to be considered in deciding whether to grant a permit.
- (g) If an applicant has been denied a permit under this Section, an appeal to the City Manager may be made. Any appeal shall be filed no less than ten (10) calendar days from the date the denial was issued. The City Manager shall endeavor to render a decision before the planned event. However, failure to do so shall not serve as a basis for liability against the city, its officers, agents, employees, and/or representatives. Any decision by the City Manager is final.

Sec. 42-111 – Content of message not to be considered.

- (a) The determination of whether a noise or sound is unreasonably loud shall be made without consideration to the content of any message conveyed by the noise or sound.
- (b) Unless otherwise allowed by law, a permit shall be processed by the City Manager and/or his/her designee without consideration to any content of the message proposed to be conveyed by the noise or sound.

Sec. 42-112 – Enforcement of this Article.

The Paducah Police Department and the Paducah Fire Prevention Division of the Paducah Fire Department shall have joint authority to enforce the provisions of this Article.

Sec. 42-113 – Interference with enforcement.

It shall be unlawful for any person to hinder, obstruct, delay, resist, prevent, interfere, or attempt to interfere with any authorized person while in the performance of these duties included in this Article.

Sec. 42-114 – Penalty.

The provisions of this Article shall be enforced in the same manner as other violations of this Code. In addition to the civil penalties set forth in Section 42-108, any person violating any of the provisions of this Article shall be deemed guilty of a Class B misdemeanor, and upon conviction thereof, shall receive a fine not to exceed \$250.00 or a jail sentence not to exceed ninety (90) days for each offense. Each day that such violation continues shall constitute a separate offense. This Article and the foregoing penalties shall not be construed to limit or deny the right of the City or any person to such equitable legal remedies as may be available by law.

SECTION 2. Severability. If any provision of this ordinance is deemed by a court of competent jurisdiction to be unenforceable or unconstitutional, the remaining provision of this ordinance shall continue in full force and effect.

SECTION 3. Conflicting Ordinances Repealed. All other ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 4. Effective Date. This ordinance shall take full force and effect immediately upon publication as required by KRS 83A.060.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by City Clerk, _____

Published by *The Paducah Sun* _____

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