	CITY COMMISSION MEETING **AGENDA FOR JULY 9, 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

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.	**CONSENT AGENDA**	
		A.	Approve Minutes for June 25, 2024, Board of Commissioners Meeting
		B.	Receive & File Documents
		C.	Appointment of Jewel Jones to the Paducah Code Enforcement Board
		D.	Appointment of Katie Flowers, Fowler Black, Mary Katherine Dossett, Colleen Stovesand, Misty Freeman and Dee Gregory to the Civic Beautification Board
		E.	Personnel Actions
		F.	Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Worker's Compensation Trust - **S. WILCOX**
		G.	Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - **S. WILCOX**
		H.	Authorize the Mayor to execute a contract with Trace3 for the purchase of hardware and software to virtualize E911 servers for an amount not to exceed $130,000 - **E. STUBER**
	II.	**MUNICIPAL ORDER(S)**	

		A.	Approve Tower Lease with SBA Towers X, LLC for 911 Radio Upgrade - **B. LAIRD**
	III.	**ORDINANCE(S) - ADOPTION**	
		A.	Approve Section 8 Housing Choice Voucher Program FY25 Budget - **LASICA McEWEN**
	IV.	**ORDINANCE(S) - INTRODUCTION**	
		A.	Approve an Amendment to Ordinance 2019-11-8600 to Add an IVR Service for optional Credit Card and ACH Payments - **S. MILLAY & E. SHAW**
		B.	Authorize a Natural Gas Franchise Agreement between the City of Paducah and Atmos Energy - **L. PARISH**
		C.	Approve the closing of 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee - **M. TOWNSEND**
	V.	**COMMENTS**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	**EXECUTIVE SESSION**	

June 25, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, June 25, 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, Smith, Wilson, and Mayor Bray (5). NOTE: Commissioner Henderson stepped out of the meeting at 6:02 p.m. and returned at 6:06 p.m.

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTION

Assistant City Manager, Michelle Smolen, introduced Carol Gault, Interim Planning Director.

PRESENTATION

Communications Manager Pam Spencer offered the following summary:

Paducah Water Presentation

"Paducah Water General Manager Jason Petersen provided an overview of the utility and the most recent fiscal year activity. Paducah Water was purchased by the City of Paducah in 1930 and is governed by a seven-member independent board. It has 56 employees and 29,500 customers (approximately 65,000 people). There are 700 miles of water main and 4700 hydrants. The utility's total revenue for the past fiscal year was $16.06 million. Looking at growth in customers, Paducah Water is growing at approximately 0.7 percent annually; however, water consumption is falling at an average of 0.8 percent per year. Peterson says not unlike other utilities, Paducah Water is facing the following challenges: staffing due to retirement, recruitment, and retention; federal regulations; and an aging infrastructure with much of the system approaching 140 years old."

PUBLIC COMMENTS

John Berry and Cheryl Sleboda made comments regarding the Noise Ordinance. Richard Kennair made comments about the Noise Ordinance and Permitting downtown events.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Commissioner Guess requested that Item I(I) be removed for separate consideration. Mayor Bray asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Approve Minutes for the June 11, 2024, Board of Commissioners Meeting

I(B)	Receive and File Documents: *Minute File:* 1. Special called meeting notice of the Paducah Board of Ethics on June 12, 2024 *Contract File:* 1. Interim Planning Director Employment Agreement with Carol Gault – MO #2906 2. Development Agreement with C.I.R.CO Construction for 318 Broadway Street (Kresge lot) – MO #2907 *Financials:* 1. Paducah Water Works – month ended May 31, 2024 *Bids and Proposals File:* 1. Brittany Wallin – 318 Broadway – May 2023 2. CIRCO Properties – 318 Broadway – April, 2023
I(C)	Appointment of Herbert Gregory to the Paducah-McCracken County Senior Citizens Board. Said term shall run from July 1, 2024 to June 30, 2027.
I(D)	Reappointment of Charles "Chip" Bohle, Patrick White and Joseph Benberry to the Paducah Area Transit Authority Board. Said terms shall expire June 30, 2028.
I(E)	Appointment of Jonathan Mark Davis and Joint Appointment of Will Cox to the Paducah-McCracken County Joint Sewer Agency Board. Said terms shall run from July 1, 2024 to June 30, 2028.
I(F)	Reappointment of Mark Whitlow and Joint Reappointment of Alexandra Sherwood to the Paducah-McCracken County Convention Center Corporation. Said terms shall expire June 30, 2027.
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER AUTHORIZING AND APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND PADUCAH WATER WORKS FOR THE SOUTH 24TH STREET WATERLINE RELOCATION FOR REIMBUREMENT OF ALL EXPENSES RELATING TO RELOCATION, EXTENSION AND/OR NEW CONSTRUCTION, IN AN APPROXIMATE AMOUNT OF $157,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT **(MO #2909; BK 13)**
I(I)	~~A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF $1,262,094.99 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO~~ ~~***SAME***~~ ***(REMOVED FOR SEPARATE CONSIDERATION)***
I(J)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONTRACT WITH HDR, INC., FOR PROFESSIONAL ENGINEERING

	DESIGN AND CONSTRUCTION ADMINISTRATION, IN AN AMOUNT OF $40,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME **(MO #2911; BK 13)**
I(K)	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN INTERLOCAL PARTICIPATION AGREEMENT FOR COOPERATIVE PURCHASING WITH BUY BOARD, NATIONAL PURCHASING COOPERATIVE, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME **(MO #2912; BK 13)**
I(L)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE 911 SERVICES BOARD GRANT PROGRAM IN THE AMOUNT OF $99,653 FOR THE PURCHASE OF DATA CAPTURE/RECORDING HARDWARE AND SOFTWARE FOR THE PADUCAH POLICE DEPARTMENT **(MO #2913; BK 13)**
I(M)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE STATE AND LOCAL CYBERSECURITY SECURITY GRANT (SLGCP) IN THE AMOUNT OF $50,000 TO CONDUCT INTERNAL AND EXTERNAL CYBERSECURITY VULNERABILITY ASSESSMENTS. **(MO #2914; BK 13)**

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

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

<u>MUNICIPAL ORDERS</u>

ACCEPT PROPOSED PREMIUMS FROM KENTUCKY LEAGUE OF CITIES – WORKERS COMPENSATION, LIABILITY INSURANCE AND PROPERTY INSURANCE COVER IN THE AMOUNT OF $1,262,094.99

Commissioner Henderson 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 KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF $1,262,094.99 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO #2910; BK 13**)

BOARD APPOINTMENTS:

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Bray in the following Paducah Riverfront Development Authority appointments:

- Appointment of Paul Gourieux for a term that shall expire June 25, 2026
- Appointment of Uppinder Mehan for a term that shall expire June 25, 2027
- Appointment of Ashlea McMillan for a term that shall expire June 25, 2027
- Appointment of Julie Harris for a term that shall expire June 25, 2028
- Appointment of Elisha Winslow for a term that shall expire June 25, 2028

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

MUNICIPAL ORDERS

CITY OF PADUCAH TITLE VI PROGRAM PLAN ADOPTION

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ADOPTING THE TITLE VI PROGRAM PLAN FOR THE CITY OF PADUCAH FOR JULY 1, 2024 THROUGH JUNE 30, 2025."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO # 2915; BK 13**)

ACCEPT RECOMMENDATION FROM SPORTS TOURISM COMMISSION FOR EVALUATED BIDS FOR PADUCAH SPORTS PARK FOR BID PACKAGE 01 – SITE FIELD TURF AND APPROVE CONSTRUCTION CONTRACTS WITH SPRINTURF IN THE AMOUNT OF $6,321,087

Commissioner Guess offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING THE RECOMMENDATION OF THE McCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ACCEPT THE BID PACKAGE FOR SITE FIELD TURF FOR THE PADUCAH SPORTS PARK PROJECT IN THE AMOUNT OF $6,321,087 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO # 2916; BK 13**)

ACCEPT RECOMMENDATION FROM SPORTS TOURISM COMMISSION FOR EVALUATED BIDS FOR PADUCAH SPORTS PARK FOR BID PACKAGE 01 –SITE LIGHTING AND APPROVE CONSTRUCTION CONTRACTS WITH MUSCO IN THE AMOUNT OF $2,264,475

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING THE RECOMMENDATION OF THE McCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ACCEPT THE BID PACKAGE FOR FIELD LIGHTING FOR THE PADUCAH SPORTS PARK PROJECT IN THE AMOUNT OF $2,264,475 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO # 2917; BK 13**)

ACCEPT RECOMMENDATION FROM SPORTS TOURISM COMMISSION FOR EVALUATED BIDS FOR PADUCAH SPORTS PARK FOR BID PACKAGE 01 – SITE/CIVIL AND BID PACKAGE 02 – BUILDINGS AND APPROVE CONSTRUCTION CONTRACT WITH A&K CONSTRUCTION IN THE AMOUNT OF $47,771,839

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING THE RECOMMENDATION OF THE McCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ACCEPT THE BID PACKAGE FOR GENERAL SITE CONSTRUCTION AND BUILDING CONSTRUCTION FOR THE PADUCAH SPORTS PARK PROJECT IN THE AMOUNT OF $47,771,839 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO # 2918; BK 13**)

ACCEPT RECOMMENDATION FROM SPORTS TOURISM COMMISSION FOR PADUCAH SPORTS PARK FOR BID PACKAGE 02 – FOOD AND BEVERAGE AND APPROVE CONTRACT FOR SERVICES WITH STAFFORD SMITH IN THE AMOUNT OF $608,833

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING THE RECOMMENDATION OF THE McCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ACCEPT THE BID PACKAGE FOR FOOD AND BEVERAGE SERVICES FOR THE PADUCAH SPORTS PARK PROJECT IN THE AMOUNT NOT TO EXCEED $608,833 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO # 2919; BK 13**)

ORDINANCE ADOPTIONS

APPROVE AN ORDINANCE CREATING A REAL ESTATE PARCEL FEE FOR THE FUNDING OF 911 SERVICES, MAINTENANCE AND EQUIPMENT

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ESTABLISHING AND IMPOSING A FEE ON ALL OCCUPIED REAL ESTATE PARCELS LOCATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF PADUCAH TO FACILITATE FUNDING FOR THE PROVISION OF JOINT 911 SERVICES AS MORE FULLY SET FORTH IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND MCCRACKEN COUNTY." This Ordinance is summarized as follows: This ordinance establishes an annual parcel fee on all occupied individual residential units and all occupied individual commercial, religious, charitable, educational, and public use units located within the territorial limits of the City of Paducah.

Parcel fees shall be placed upon the City of Paducah's property tax bills beginning with the 2024 tax bill and continuing every year thereafter. The due dates will be the same as the property tax due dates set by the Board of Commissioners. In the first year, occupied rental units will be eligible to claim a credit of $22.50 per unit against the annual fee due.

In accordance with KRS 83A. 060, the following Section of the Ordinance which imposes fees is hereby set forth in full:

The Board of Commissioners hereby imposes the following annual parcel fees on all parcels of occupied real property, as more accurately defined in Sections 3 through 5 of this Ordinance, which are located within the jurisdictional limits of the City of Paducah:

A.	Super Commercial Retail Unit (contains structure in excess of 25,000 sq. ft.)	$1,550
B.	Large Commercial Retail Unit (contains structure between 7,500 and 25,000 sq. ft.)	$860
C.	Medium Commercial Retail Unit (contains structure between 2,500 and 7,500 sq. ft.)	$325
D.	Small Commercial Retail Unit (structure between 1 and 2,500 sq. ft.)	$210
E.	Non-Commercial Retail Unit (which shall include, but not be limited to, parking lots, garages, or other areas designed for the parking of motor vehicles as defined by KRS 186.010(4) whereby the owner, occupant, lessee, or possessor of any portion of the parcel leases, rents, licenses, bails, or otherwise allows the parking or storage of motor vehicles in exchange for consideration)	$150
F.	Public Use Units (emergency service, governmental, religious, charitable, and educational)	$35
G.	Residential Units	$45

In the event a parcel is mixed use, the parcel shall be assessed at the highest applicable assessment rate.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD NO. 2024-05-8816; BK 37)**

<u>ORDINANCE INTRODUCTION</u>

APPROVE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM – FY25 BUDGET

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce and Ordinance entitled, "AN ORDINANCE ADOPTING THE ANNUAL OPERATING BUDGET FOR THE PADUCAH KENTUCKY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF SAID PROGRAM." This Ordinance is summarized as follows: This ordinance adopts the Annual Operating Budget for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, for the Section 8 Housing Choice Voucher Program.

<u>COMMENTS</u>

The City Manager commended the Finance Department on receiving the GFOA Certificate of Achievement For Excellence in Finance Reporting for the 32nd consecutive year.

TABLE NOISE ORDINANCE THAT WAS INTRODUCED MAY 28, 2024

Commissioner Wilson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners table the Ordinance introduced on May 28, 2024, entitled, "AN ORDINANCE REPEALING AND REPLACING CHAPTER 42, ARTICLE IV, NOISE ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY."

Adopted on call of the roll yeas, Commissioners Guess, Wilson, and Mayor Bray (3). Nays Commissioner Henderson and Smith (2). The Motion carries.

<u>ADJOURN</u>

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

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

TIME ADJOURNED: 6:44 p.m.

ADOPTED: July 9, 2024.

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

July 9, 2024

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Quitclaim Deed – Woodland Reserve – ORD 2024-05-8810

Contract File:

1. Commonwealth of Kentucky Lease Agreement – Probation & Parole – ORD 2013-2-8011
2. Interlocal Agreement For Provision of Emergency 911 Services with McCracken County ORD 2024-05-8813
3. Reimbursement Agreement with Paducah Water for the S. 24^{th} Street Waterline Relocation Expense – MO #2909
4. Sybersecurity Grant in the amount of $50,000 – MO #2914
5. Title VI Program Plan – MO #2915
6. Notice of Award – Paducah Sports Park - Field Turf and Contract with Sprinturf, LLC – MO #2916
7. Notice of Award – Paducah Sports Park – Field Lighting and Contract with Musco Sports Lighting LLC – MO #2917
8. Notice of Award – Paducah Sports Park – General Site Construction and Contract with A&K Construction – MO #2918
9. Notice of Award – Paducah Sports Park – Food Services – and Contract with Stafford Smith, Inc. – MO #2919
10. Contract with the Paducah Convention & Visitors Bureau – 2024 Quilt Show – signed by Michelle Smolen – Assistant City Manager

Financials:

1. Report of the Audit For Paducah Convention & Visitors Bureau
2. Auditor's Report and Financial Statements for years ended June 30, 2023 and 2022 – Paducah-McCracken County Riverport Authority

CITY OF PADUCAH
July 9, 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.

D. S

City Manager's Office Signature

July 1, 2024

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
July 9, 2024

NEW HIRES - FULL-TIME (F/T)

POLICE	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Wentworth, Matthew	Police Officer	$31.80/hr	NCS	Non-Ex	July 11, 2024
PUBLIC WORKS	**POSITION**	**RATE**	**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Burgard, Sabian	Solid Waste Truck Driver	$21.72/hr	NCS	Non-Ex	July 11, 2024
Nance, Christopher	Solid Waste Truck Driver	$21.72/hr	NCS	Non-Ex	July 11, 2024

NEW HIRES - PART-TIME (P/T)

PARKS & RECREATION	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Hunter, Ayden J.	Pool Attendant	$11.00/hr	NCS	Non-Ex	June 23, 2024
Russell, Bradley R.	Park Ranger	$14.00/hr	NCS	Non-Ex	July 8, 2024
Thomas, Martin L.	Pool Attendant	$11.00/hr	NCS	Non-Ex	June 22, 2024

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

ADMINISTRATION	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Smolen, Michelle L.	Assistant City Manager $65.15/hr	Assistant City Manager $67.10/hr	NCS	Ex	July 11, 2024
Spencer-Gartner, Pamela S.	Communications Manager $45.89/hr	Communications Manager $47.27/hr	NCS	Ex	June 13, 2024
Spencer-Gartner, Pamela S.	Communications Manager $47.27/hr	Communications Manager 49.16/hr	NCS	Ex	June 27, 2024
CUSTOMER EXPERIENCE					
Parish, Lindsay R.	City Clerk / CX Director $52.87/hr	City Clerk / CX Director $54.46/hr	NCS	Ex	July 11, 2024
FINANCE					
Perkins, Jonathan	Finance Director $86.42/hr	Finance Director $89.01/hr	NCS	Ex	June 13, 2024
Perkins, Jonathan	Finance Director $89.01/hr	Finance Director $92.57/hr	NCS	Ex	June 27, 2024
HUMAN RESOURCES					
Throgmorton, Braden	Risk Manager $39.20/hr	Risk Manager $39.98/hr	NCS	Ex	July 11, 2024
PARKS & RECREATION					
Shelton, Gregory	Parks Maintenance Supervisor $27.38/hr	Parks Maintenance Supervisor $27.93/hr	NCS	Ex	January 11, 2024
Shelton, Gregory	Parks Maintenance Supervisor $27.93/hr	Parks Maintenance Supervisor $29.05/hr	NCS	Ex	June 27, 2024
TECHNOLOGY					
Benjamin, John	Software Specialist $30.80/hr	Software Specialist $32.03/hr	NCS	Ex	June 27, 2024
McKinney, Dallas J.	GIS Specialist $29.88/hr	GIS Specialist $30.78/hr	NCS	Ex	July 11, 2024
Stuber, Eric	Chief Technology Director $55.33/hr	Chief Technology Director $56.99/hr	NCS	Ex	June 13, 2024
Stuber, Eric	Chief Technology Director $56.99/hr	Chief Technology Director $59.27/hr	NCS	Ex	June 27, 2024

TERMINATIONS - PART-TIME (P/T)

FIRE - PREVENTION	POSITION	REASON	EFFECTIVE DATE
Anderson, Samuuel P.	Temp Admin Assistant	Termination	July 5, 2024
PARKS & RECREATION			
Brisson, Lauren C.	Park Ranger	Resignation	June 27, 2024
McCabe, Ruthie	Temp Office Assistant	Termination	June 26, 2024

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Worker's Compensation Trust - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: Insurance regulations as they pertain to self-insured associations require pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and sign the KLC Worker's Comp Trust Agreement for FY25.

Attachments:
1. MO - agree – Declaration of Trust & Trust Participation WC - KLC FY2025
2. KLC Workmens Comp Trust Agreement FY2025

MUNICIPAL ORDER NO. _______

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKER'S COMPENSATION TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities Insurance Services for the Worker's Compensation Trust.

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

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2024
Recorded by Lindsay Parish, City Clerk, July 9, 2024
\mo\ agree – Declaration of Trust & Trust Participation WC - KLC FY2025

DECLARATION OF TRUST
AND
TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES
WORKERS' COMPENSATION TRUST

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the “KLCIS”) an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

W I T N E S S E T H :

WHEREAS, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the “Trust”), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. DECLARATION OF TRUST. The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

SECTION 2. MEMBERSHIP. Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS. Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers’ Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 6. TRUST DISSOLUTION. The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

SECTION 7. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

SECTION 8. INDEMNITY AGREEMENT. The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

SECTION 9. USE OF TRUST FUNDS. All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty- six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to- contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustee may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

SECTION 12. EXCESS INSURANCE. The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES.The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

SECTION 14. BOARD OF TRUSTEE REPORTS. The Board of Trustees shall be required to make the following reports:

a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

SECTION 15. MEMBER REPORTS. Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

SECTION 16. RISK MANAGEMENT. The Board of Trustees, or its designated service company, shall develop and service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by the participating members.

SECTION 17. **COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND**. To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

SECTION 18. **APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT**. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. **DOCUMENTS INCORPORATED BY REFERENCE**. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

SECTION 20. **BINDING NATURE OF THE AGREEMENT**. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 21. **INTERPRETATION**. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 22. **SEVERABILITY**. If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

SECTION 23. **AUTHORIZATION OF SIGNATURE PAGES**. This Agreement may be executed in any number of counterparts, each of which shall be an original. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be approved and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES	City Of Paducah 5429 MEMBER/CITY/AGENCY #
BY: Susan Barto Chairman, KLCIS Board of Trustees	BY: ____________ Chief Executive Officer
Date: 7/1/2024	Date: 6/17/2024

Submit

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: Insurance regulations as they pertain to self-insured associations require pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements. This agreement pertains to property, liability, and auto insurance coverage.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and sign the KLC Trust Participation Agreement for FY25.

Attachments:
1. MO - agree – Declaration of Trust & Trust Participation – General Ins. KLC FY2025
2. KLC General Insurance Trust FY2025

MUNICIPAL ORDER NO. ____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE GENERAL INSURANCE TRUST

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities Insurance Services for the General Insurance Trust.

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

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2024
Recorded by Lindsay Parish, City Clerk, July 9, 2024

\mo\ agree – Declaration of Trust & Trust Participation – General Ins. KLC FY2025

TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
GENERAL INSURANCE TRUST

This TRUST PARTICIPATION AGREEMENT (the "Trust Agreement") is made and entered into by and between the KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "KLCIS"), an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments and other public agencies and political subdivisions, members of the KLCIS and signatories hereto.

W I T N E S S E T H :

WHEREAS, various cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the INTERLOCAL AGREEMENT TO ESTABLISH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "Interlocal Agreement"), as authorized by sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes ("KRS"); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a GENERAL INSURANCE TRUST (the "Trust"), whereby the participating members pool their funds in order to provide self- insurance and/or third-party insurance against various public liability exposures, including, but not limited to, general, professional and auto liability, and related claims; and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. MEMBERSHIP. Only those cities, urban-county governments and other public agencies and political subdivisions of the Commonwealth that are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. Each participating member agrees that at all times it will abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement and all rules, regulations, standards and procedures adopted by the Board of Trustees.

SECTION 2. TERMINATION OF TRUST PARTICIPATION. The Board of Trustees shall have the authority to terminate member's participation in the Trust for any failure to abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement, or any rules, regulations, standards or procedures adopted by the Board; for failure to timely pay any annual or supplementary contributions established by the Board; or for any other action or omission that is deemed by the Board to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to, an unfavorable loss experience.

Before terminating any member's participation in the Trust, the Board shall give the member at least thirty (30) days written notice of the termination. In the case of a termination or any reason other than the non-payment of contributions, the notice of termination shall inform the participating member that a hearing may be requested. In the event of a termination for non-payment of contributions, the member shall have no right to a hearing. All terminations shall be effective as of the date and upon the terms and conditions specified by the Board in its notice of termination or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination, except as may be provided in this Trust Agreement.

After termination, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 3. MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board shall send a written acknowledgment of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 4. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members, through the income earned from the investment of Trust funds by the Board, and through any other moneys which may be lawfully received by the Board and made a part of the Trust's assets. All annual and supplementary contributions shall be computed and established by the Board based on actuarial evaluations, ratings plans, and other analyses of the amounts necessary for principal of, premium, if any, and interest on any revenue bonds which may be issued and sold or other debt which may be incurred to fund the operations of the Trust as authorized by Section 5 of the Interlocal Agreement, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of the Trust reasonably and lawfully incurred, including any expenses related to the issuance of revenue bonds or the incurrence of other debt to fund the operations of the Trust.

The Board shall certify to each participating member the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay all annual and supplementary contributions established by the Board. Any delinquent payments shall be paid with interest calculated from the date of delinquency to the date of payment at a rate equal to the highest annual interest rate at which any of the funds of the Trust are invested on the date the payment became past due.

SECTION 5. ANNUAL AND SUPPLEMENTARY CONTRIBUTIONS. In order to become and remain a participating member of the Trust, each member shall make and hereby agrees to make an annual contribution to the Trust. The amount of the annual contribution to be paid by each participating member shall be established by the Board based on the criteria set forth in Section 4 above and such other criteria as the Board in its discretion may establish in order to ensure the solvency of the Trust and an equitable distribution of costs, and to promote the purposes and objectives of the KLCIS and the Trust. If, in the opinion of the Board, the assets of the Trust are at any time in any fiscal year insufficient to enable the Trust to discharge its legal liabilities and other obligations and to maintain required reserves, the Board shall have the right to adopt a plan for the elimination of such deficit, which plan may include the establishment of supplementary contributions to be paid by each member which participated in the Trust during any part of the fiscal year to which the deficit is assignable. Supplementary contributions shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members the year in which such deficit occurs. Prior to the beginning of each fiscal year, the Board shall, by resolution, establish the maximum amount of supplementary contributions that members may be required to make for the ensuing fiscal year. All supplementary contributions shall be due and payable by each member when notice of the supplementary contribution is received and shall be delinquent thirty (30) days thereafter.

SECTION 6. SCOPE OF COVERAGE. The extent (terms, conditions and exclusions) of the insurance coverage afforded to each participating member by the Trust shall be set forth in an insurance policy document (the “Coverage Certificate”), which shall be approved by the Board and issued to each participating member. The Trust shall pay from Trust assets all claims and losses of the participating members, exclusive of any applicable deductible amounts, which are incurred during the period of membership and which are covered under the terms and conditions of the Coverage Certificate. The Board shall establish the types and monetary levels of coverage for which the Trust shall indemnify its participating members, including provisions for levels of coverage (deductibles) for which the participating members shall be individually responsible. The types and levels of coverage may vary according to population classification, the mutual agreement of the Board and a participating member, or such other criteria as may be established by the Board. The Coverage Certificate may be amended from time to time by the Board to protect the financial solvency of the Trust or to reflect the desires of the participating members; provided that the participating members shall be notified in writing at least thirty (30) days in advance of the effective date of any Coverage Certificate amendment.

SECTION 7. REINSURANCE OR EXCESS INSURANCE COVERAGE. The Board is authorized to obtain re-insurance or excess insurance coverage in such specific and aggregate amounts and with such retentions as the Board may deem necessary or as may be required by any law or regulation to protect the financial solvency of the Trust.

The Board is also authorized to obtain other insurance, letters of credit, lines of credit, or other funding facilities from financial institutions, which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves.

SECTION 8. USE OF TRUST ASSETS. All assets of the Trust shall be the property of the participating members. No assets of the Trust shall be appropriated for any purpose other than the following: the payment of covered claims and losses; the payment of all reasonable and lawful expenses of the Trust; the establishment and maintenance of reasonable reserves; the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued or other debt which may be incurred to fund the operations of the Trust; and the distribution of surplus assets to eligible Trust members in accordance with Section 9 of this Trust Agreement.

SECTION 9. CALCULATION AND DISTRIBUTION OF SURPLUS TRUST ASSETS.

A. Subject to the limitations imposed in this section and elsewhere in this Trust Agreement, the Board, in its sole discretion, may make periodic distributions of surplus Trust assets. The Board shall have the authority to decide when the distribution of surplus Trust assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus Trust assets, but only in accordance with the provisions of this Trust Agreement and the formula for the distribution of surplus Trust assets adopted by the Board.

   No Distribution of surplus Trust assets shall be made sooner than three (3) years from the inception of the Trust. No surplus Trust assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year.

B. The distributable surplus Trust assets for any fiscal year shall be those Trust assets remaining after:
   I. payment has been made for all claims, losses and expenses, including principal, interest and premium, if any, on any outstanding revenue bonds or other debt, due and payable in that fiscal year;
   II. reasonable reserves have been established for claims previously occurring and reported, and expenses associated therewith;

III. reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith;
IV. reasonable reserves have been established to secure the payment of the principal of, premium, if any, and interest on any revenue bonds or other debt which may be outstanding;
V. reasonable reserves have been established for future adverse loss deviation and expenses associated therewith; and
VI. reasonable reserves have been established to cover bad debts, unless waived by the Commissioner of the Kentucky Department of Insurance.

C. The Board shall calculate each participating member's proportionate share of surplus Trust assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the trust was created. The formula may include any factors which, in the discretion of the Board, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experiences; individual member contributions relative to total contributions; the duration of Trust participation; and the overall loss experience of the Trust. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the participating member's proportionate share of surplus Trust assets.

D. No former member shall be entitled to receive any distribution of surplus Trust assets. Surplus Trust assets shall be distributed only to members which are participating members at the time a distribution of surplus Trust assets is declared by the Board.

E. Any participating member may elect to have the distribution of its proportionate share of surplus Trust assets applied as a credit against future annual or supplementary contributions.

SECTION 10. PARTICIPATING MEMBER'S DUTIES IN THE EVENT OF AN OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT. In the event of an occurrence, incident, wrongful act, error, omission, or other circumstance which could, without regard to any deductible limits, reasonably be expected to result in a claim or claims against the participating member within the scope of the insurance coverage provided by the Trust, the participating member shall report such occurrence, incident, wrongful act, error, omission, or other circumstance to the claims handling agent designated by the Board in the manner and within the time limit set by the Board or as set forth in the Coverage Certificate.

In the event a claim or suit is brought against the participating member, the participating member shall immediately forward to the claims handling agent designated by the Board a copy of every notice, summons or other legal process received by the participating member.

The participating members shall cooperate fully with the claims handling agent designated by the Board in the investigation of any occurrence, incident, wrongful act, error, omission, or other circumstance which may result in a claim or loss within the scope of the insurance coverage provided by the Trust and shall cooperate fully in the settlement or defense of any claim or suit which may result in a loss within the scope of the insurance coverage provided by the Trust.

SECTION 11. DEFENSE OF CLAIMS. To the extent of the participating member's coverage limit, as set forth in the Coverage Certificate the Trust shall defend in the name of and on behalf of each participating member any suits or other legal proceedings which may at any time be instituted against the participating member involving claims within the scope of the coverage provided by the Trust, even though such suits, other legal proceedings, allegations or demands are considered to be wholly groundless, false or fraudulent, and shall pay all judgments, all costs reasonably incurred in any suit or other legal proceeding defended by the Trust, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense pursuant to the direction of the Board.

Except as provided in Section 12 hereof, the Board shall make all final decisions regarding legal defense of claims, including the selection of legal counsel, and shall have absolute and final authority with regard to defense, settlement, and payment of claims. The settlement or payment of any claim or amount by or on behalf of a participating member without the express approval of the Board or its claims handling agent in accordance with Section 12 hereof shall be at the sole cost of the participating member without any reimbursement from the Trust and may be considered grounds for the termination of the member's participation in the Trust.

Each participating member shall cooperate fully in all settlement negotiations and in the defense of all claims by supplying such information, assistance and authorizations to obtain reports and documents as may be necessary or helpful, in the opinion of the Board or its claims handling agents, to the defense of any claim or to any settlement negotiations.

SECTION 12. AUTHORITY OF MEMBERS TO SETTLE CLAIMS WITHIN DEDUCTIBLE LIMITS. If the claims handling agent designated by the Board agrees in writing that the amount of a claim will not exceed the participating member's deductible limit as set forth in the Coverage Certificate effective for that member, the member may at its option and at its expense, settle the claim and pay the loss and expenses associated with the claim. In such event, the Trust shall bear no part of the cost, fees or any other sums paid or required to be paid as a result of the claim. Prior to settling any claim within the member's deductible limits, the member shall notify the claims handling agent of the claim and all pertinent information relative thereto, including a copy of the proposed final settlement agreement, and shall request authorization in writing from the claims handling agent to settle the claim.

SECTION 13. PAYMENT OF CLAIMS. All claims and losses against participating members shall be paid by the Trust as follows:

I. For each fiscal year, claims and losses within the coverage limits retained by the Trust as set forth in the Coverage Certificate shall be paid from and to the extent of the Trust assets for that fiscal year, plus any reserves available

II. For each fiscal year, claims and losses in excess of the coverage limits retained by the Trust shall be paid from and to the extent of the reinsurance or excess insurance coverage, if any, in effect for the Trust for that fiscal year, or from and to the extent of any line of credit, letter of credit or other funding facility, if any, which may be in effect to pay claims and losses in excess of the coverage limits retained by the Trust.

III. All deductible amounts and the amount of any claims and losses in excess of the coverage limits provided by the Trust shall be the sole obligation of and shall be paid by the participating member liable therefor.

SECTION 14. REIMBURSIBLE DEDUCTIBLE. In the event the Trust pays any deductible amount on behalf of a participating member, the participating member shall reimburse the Trust therefor within thirty (30) days of receipt of written notice from the Trust that such deductible amount has been paid by the Trust. If the deductible amount for which the participating member is liable is not paid to the Trust within (30) days from the date notice is received, the amount due shall be deemed delinquent and shall bear interest from the date of delinquency until paid at a rate equal to the highest annual rate at which any of the Trust's funds are invested on the date of delinquency.

SECTION 15. SUBROGATION. In the event of the payment of any claim or loss by the Trust under this Trust Agreement and the Coverage Certificate issued by the Trust, the Trust shall be subrogated to the extent of such payment to all the rights of the participating or former member against any person or other entity legally responsible for such claim or loss; and in that event, the participating or former member shall render all reasonable assistance, other than monetary contributions, to effect recovery. To the extent the Trust utilizes any line of credit, letter of credit or other funding facility to

SECTION 16. INSPECTION OF MEMBER'S FACILITIES AND RECORDS. The Board, the Trust Administrator, and any service agent of the Trust and any of their agents or employees shall be permitted at all reasonable times to inspect the real and personal property of the participating members and shall be permitted at all reasonable times and for a period of five (5) years after the termination of a member's participation in the Trust to examine the former member's books, records, vouchers, contracts and other documents of any and every kind which relate to the operation of the Trust and the former member's participation in the Trust.

SECTION 17. RISK MANAGEMENT. The Board or its designated service agent shall develop a risk management program and provide risk management services to the participating members designed to minimize liability and property damage risks and control losses. The participating members shall follow the general recommendations of the risk management program developed by the Board and its service agents and adopt the loss reduction and prevention procedures established by the Board. However, the participating members shall remain solely responsible for all decisions concerning their safety programs and practices and may not rely upon evaluations and/or recommendations made by the Board or its service agents in making final decisions concerning safety programs and practices.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. LIABILITY OF PARTICIPATING MEMBERS. No member by reason of its participation in the Trust shall be liable to the Trust or to any other member, except for the payment of the annual and supplementary contributions established by the Board in accordance with this Trust Agreement and other Trust documents.

SECTION 20. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board are hereby incorporated by reference into and made a part of this Trust Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Trust Agreement.

SECTION 21. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between the KLCIS of each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 22. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 23. SEVERABILITY. If any provision of this Trust Agreement is held to be in conflict with any applicable statute, rule of law or is otherwise held to be unenforceable, the invalidity of such provision shall not affect any or all of the remaining provisions of this Trust Agreement.

SECTION 24. AUTHORIZATION OF SIGNATURE PAGES. This Trust Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES	City Of Paducah 5429 MEMBER/CITY/AGENCY #
BY: Susan Barto Chairman, KLCIS Board of Trustees	BY: Chief Executive Officer
Date: 7/1/2024	Date: 6/17/2024

Submit

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Authorize the Mayor to execute a contract with Trace3 for the purchase of hardware and software to virtualize E911 servers for an amount not to exceed $130,000 - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: Tyler NewWorld Public Safety was implemented for E911 Communication Services in 2018. The decision was made at that time to host this service on premise in the Technology Department's Network Operations Center utilizing Dell hardware in a virtual server environment. This hardware runs the Computer Aided Dispatch component of E911 which provides dispatch and routing software in each police, sheriff, and fire department vehicle. In addition, it provides reporting for E911, Paducah Police Department, and Paducah Fire Department. It is comprised of 12 virtual servers that operate a test and production environment.

That hardware is now no longer supported by Dell and needs to be replaced and upgraded. Given that the City implemented a new virtualization environment in fiscal year 2024, it would save E911 a considerable amount of money to add capacity to that system as opposed to replacing the entire Dell hardware. In addition, it will allow for increased fault tolerance, faster performance, load balancing, disaster recovery options, and consolidated maintenance.

This additional equipment will be purchased through Trace3 on the same NASPO ValuePoint Kentucky State contract MA 758 2100000767 that is valid until September 30 2026

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

Communications Plan:

Funds Available: Account Name: E911 Computer/Tech Supplies

Account Number: 2000-40-4001-PS-00000-00000-535050

Staff Recommendation: Authorize the Mayor to execute a contract with Trace3 for the purchase of hardware and software to virtualize E911 servers in an amount not to exceed $130,000

Attachments:
1. MO Trace3 E911 Servers

MUNICIPAL ORDER NO. _______

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRACE3 FOR THE PURCHASE OF HARDWARE AND SOFTWARE TO VIRTUALIZE E911 SERVERS, IN AN AMOUNT NOT TO EXCEED $130,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is hereby authorized to make payment to Trace3 in an amount not to exceed $130,000 for the purchase of hardware and software to virtualize E911 servers. Further, the Mayor is hereby authorized to execute all documents related to same.

SECTION 2. This equipment will be purchased through Trace3 on the NASPO ValuePoint Kentucky State contract MA 758 2100000767 that is valid until September 30 2026. Since this equipment is available on Kentucky State Master Agreement, no sealed bidding is required.

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

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2024
Recorded by Lindsay Parish, City Clerk, July 9, 2024
mo\contract Trace3 – hardware and software for E911 servers

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Approve Tower Lease with SBA Towers X, LLC for 911 Radio Upgrade - **B. LAIRD**

Category: Municipal Order

Staff Work By: Anthony Copeland, Brian Laird, Ariana Kitty
Presentation By: Brian Laird

Background Information: Part of the 911 radio upgrade project includes the addition of more tower locations to meet coverage standards. The SBA tower located at 672 Sheehan Bridge Road is one of two tower locations identified for the project that require lease agreements. Staff and our consultant, Federal Engineering, have negotiated this lease agreement with SBA. The agreement has also been reviewed by the City Attorney.

The lease agreement is for an initial term of 10 years, with the option to automatically renew for four (4) additional terms of five (5) years each. Rent will be $3,000/month for the first year with an annual increase of 5%. The cost of this lease has been included in the 911 budget.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: 911 Upgrade

Communications Plan:

Funds Available: Account Name: Communications Equipment Maintenance

Account Number: 20004001 522060

Staff Recommendation: Approve lease agreement

Attachments:
1. MO Lease - SBA Towers X, LLC - 911
2. KY22444-A-04

MUNICIPAL ORDER NO. __________

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN SBA TOWERS X, LLC AND THE CITY OF PADUCAH FOR LEASE OF THE SBA TOWER LOCATED AT 672 SHEEHAN BRIDGE ROAD

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a Lease Agreement between SBA Towers X, LLC, and the City of Paducah, Kentucky. The initial term of the lease shall be ten (10) years, with the option to automatically renew for four (4) additional terms of five (5) years each. Beginning on the commencement date, rent will be paid in equal monthly installments of Three Thousand Dollars ($3,000) which will be increased annually by 5% of the monthly rate in effect for the prior year.

SECTION 2. The cost of this lease will be included in the 911 budget, Communications Equipment Maintenance, Account Number 20004001 522060.

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

____
George Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2024
Recorded by Lindsay Parish, City Clerk, July 9, 2024
\mo\Lease- SBA Towers X, LLC - 911

ANTENNA SITE AGREEMENT

1. **Premises and Use**. **SBA TOWERS X, LLC**, a Delaware limited liability company ("Owner") leases to **PADUCAH POLICE DEPARTMENT**, a government entity ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 288 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term**. The "Initial Term" of this Agreement shall be ten (10) years beginning on the date set forth below ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. <u>COMMENCEMENT DATE:</u> The earlier of the date Tenant begins installation of its Equipment at the Site or March 01, 2025.

3. **Rent**. Beginning on the Commencement Date rent will be paid in equal monthly installments of Three Thousand Dollars and Zero Cents ($3,000.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by August 31, 2024.

4. **Security Deposit**. Prior to the Commencement Date, Tenant will deposit with Owner an amount equal to three (3) months' Rent ("Security Deposit"). Owner will have the right to draw against the Security Deposit in the event of any breach hereunder, including when any Rent becomes past due. If Owner elects to draw down the Security Deposit, Tenant must replenish the amounts so drawn within ten (10) days after written demand therefor by Owner. The Security Deposit will be retained in a non-interest bearing account.

5. **Title and Quiet Possession**. Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting**. Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned.

However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security**. Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. **Notices**. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Paducah Police Department
510 Clark Street, 1400 Broadway
Paducah, Kentucky 42001

Owner: SBA Towers X, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: KY22444-A-04/EV Clarks River

Rental Payments: SBA Towers X, LLC
PO Box 936573
Atlanta, GA 31193-6573
Attn: Accounts Receivable
RE: KY22444-A-04/EV Clarks River

9. **Installation and Improvements**. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe

installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. **Compliance with Laws**. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance**. Tenant will procure and maintain a public liability policy, with limits of not less than $1,000,000 for bodily injury, $1,000,000 for property damage, $2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Tenant will cause Owner to be named as an additional insured on such policy.

12. **Interference**. Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain

utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right**. If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. **Termination by Tenant**. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. **Default**. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. **Taxes**. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. **Indemnity**. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified

party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. **Hazardous Substances**. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. **Liens**. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. **Casualty or Condemnation**. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. **Confidentiality**. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement. Notwithstanding the foregoing, Owner acknowledges and understands that the Tenant is a public agency that is subject to the Kentucky Open Records Act, KRS 61.870 et seq. and the Federal Freedom of Information Act, 5 U.S.C. 552, and would be required to produce a copy of this Agreement if a valid request is received.

23. **Bankruptcy and Insolvency**. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. **Miscellaneous**. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to

enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The following Addendum and Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy…).

TENANT: PADUCAH POLICE DEPARTMENT, a government entity

____
By:
Title:

Tax ID: CT-73-100
Address: 510 Clark Street, 1400 Broadway
Paducah, KY 42001

Date: ______________________________

Witness: ______________________________

Printed Name: ______________________________

Witness: ______________________________

Printed Name: ______________________________

OWNER: SBA TOWERS X, LLC, a Delaware limited liability company

____
By: Jason Silberstein, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing

Tax ID: 82-5146661
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Date: ______________________________

Witness: ______________________________

Printed Name: ______________________________

Witness: ______________________________

Printed Name: ______________________________

ADDENDUM TO ANTENNA SITE AGREEMENT

This addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated _____ by and between **SBA TOWERS X, LLC** ("Owner") and **PADUCAH POLICE DEPARTMENT** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.

2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.

3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.

4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.

5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

6. **SBA: FirstNet Provision**

   Tenant may use the Equipment set forth in this Amendment in connection with FirstNet. Tenant's use in connection with FirstNet may cause a reclassification of the tower at the Site to a Class III or Risk Category III-IV structure, as defined in ANSI/TIA-222-G or ANSI/TIA-222-H, or a governmental authority to require modifications to the tower (in each case, a "Structural Reclassification"). If the Equipment, its purpose, or its use so causes a Structural Reclassification, whether that Structural Reclassification occurs before or after the installation of the Equipment, Tenant shall reimburse Owner for the reasonable costs and expenses incurred by Owner for any modifications required, at the time of and because of the Structural Reclassification, to bring the tower into compliance with ANSI/TIA-222-G or ANSI/TIA-222-H, as applicable, or a governmental authority's requirement (the "Structural Modifications"), unless Owner and Tenant otherwise mutually agree on an alternative path forward in advance of installation of the Equipment. Tenant shall reimburse Owner for these costs and expenses within thirty (30) days of receiving an invoice for them. Upon paying these costs and expenses for the Structural Modifications, Tenant will not owe any further costs and expenses related to the Structural Reclassification.

   Owner understands and acknowledges that Tenant may not be the exclusive cause of a Structural Reclassification. If a person or an entity other than Tenant contributes to a Structural Reclassification requiring Structural Modifications, Owner and Tenant shall work together in good faith to ensure that Tenant pays only its pro rata share of the costs and expenses of those Structural Modifications.

Further, in the event that Tenant provides Owner with inaccurate information regarding the Equipment, its purpose, or its use, in connection with FirstNet, Tenant shall indemnify Owner against and hold Owner harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss that result from that inaccurate information. These costs include but are not limited to costs, liability, or loss arising or resulting from Structural Modifications required because of a Structural Reclassification caused by the Equipment, its purpose, or its use.

In no event shall Owner's or Tenant's agreement to the terms of this Amendment be deemed to be a waiver or modification of any provisions contained in the underlying Agreement with regard to any additional or future exercise by Tenant or Owner of their respective rights under the Agreement, including but not limited to provisions of the Agreement, if any, that limit or restrict Tenant's right to (i) utilize, add or change frequencies, (ii) sublet, sublease or sublicense all or any portion of the Site, (iii) assign or transfer the Agreement, or (iv) modify, supplement, add, substitute, replace or change the Equipment at the Site.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

TENANT: **PADUCAH POLICE DEPARTMENT**

____

Name: ______________________
Title: ______________________

OWNER: **SBA TOWERS X, LLC**

____

Name: Jason Silberstein, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing

EXHIBIT A
SITE DESCRIPTION

Site located at: 672 Sheehan Bridge Road, situated in the City of Paducah, County of McCracken, Commonwealth of Kentucky 42003

Legal Description:

100' x 100' LEASE AREA
A part of a parcel of land owned by David E. Chester (aka David Chester) and Elizabeth Chester on a 14.171 acre parcel as recorded in Deed Book 1270, Page 757, McCracken County, Kentucky and more particularly described as follows;

Commencing at an iron pin found on the east right of way line of Sheehan Bridge Road at the northwestern most corner of the above referenced property; thence along the eastern right of way line of said road South 45 Degrees 50 Minutes 30 Seconds West 130.36 feet to a point; thence South 54 Degrees 16 Minutes 59 Seconds east 113.72 feet; thence South 62 Degrees 46 Minutes 56 Seconds East 103.56 feet; thence South 73 Degrees 19 Minutes 06 Seconds East 195.87 feet; thence South 76 Degrees 14 Minutes 48 Seconds East 92.83 feet; thence North 70 Degrees 51 Minutes 38 Seconds East 63.02 feet; thence South 51 Degrees 00 Minutes 00 Seconds East 44.46 feet to the northernmost lease area corner and being the true Place of Beginning of this description; thence South 51 Degrees 00 Minutes 00 Seconds East 100.00 feet; thence South 39 Degrees 00 Minutes 00 Seconds West 100.00 feet; thence North 51 Degrees 00 Minutes 00 Seconds West 100.00 feet; thence North 39 Degrees 00 Minutes 00 Seconds East 100.00 feet to the true Place of Beginning and containing 10.000 square feet, (0.23 acres), more or less.

30' ACCESS & UTILITY EASEMENT
A part of a parcel of land owned by David E. Chester (aka David Chester) and Elizabeth Chester on a 14.171 acre parcel as recorded in Deed Book 1270, Page 757, McCracken County, Kentucky and more particularly described as follows;

Commencing at an iron pin found on the east right of way line of Sheehan Bridge Road at the northwestern most corner of the above referenced property; thence along the eastern right of way line of said road South 45 Degrees 50 Minutes 30 Seconds West 130.36 feet to a point; thence South 54 Degrees 16 Minutes 59 Seconds east 113.72 feet; thence South 62 Degrees 46 Minutes 56 Seconds East 103.56 feet; thence South 73 Degrees 19 Minutes 06 Seconds East 195.87 feet; thence South 76 Degrees 14 Minutes 48 Seconds East 92.83 feet; thence North 70 Degrees 51 Minutes 38 Seconds East 63.02 feet; thence South 51 Degrees 00 Minutes 00 Seconds East 44.46 feet to the northernmost lease area corner; thence along the west lease area line South 39 Degrees 00 Minutes 00 Seconds West 100.00 feet to the southwest lease area corner; thence North 51 degrees 00 Minutes 00 Seconds West 60.00 feet; thence North 00 Degrees 00 minutes 00 Seconds East 15.86 feet: thence North 73 Degrees 19 Minutes 06 Seconds West 286.05 feet; thence North 62 degrees 46 Minutes 56 Seconds West 108.56 feet; thence North 54 Degrees 16 Minutes 59 Seconds West 121.30 feet to the east right of way line of Sheehan Bridge Road thence along said right of way North 45 Degrees 50 Minutes 30 Seconds East 30.47 feet to the true Place of Beginning and containing 22,138.2 square feet, (.051 acres), more or less.

15' UTILITY EASEMENT
A part of a parcel of land owned by David E. Chester (aka David Chester) and Elizabeth Chester on a 14.171 acre parcel as recorded in Deed Book 1270, Page 757, McCracken County, Kentucky and more particularly described as follows;

Commencing at an iron pin found on the east right of way line of Sheehan Bridge Road at the northwestern most corner of the above referenced property; thence along the eastern right of way line of said road South 45 Degrees 50 Minutes 30 Seconds West 130.36 feet to a point; thence South 54 Degrees 16 Minutes 59 Seconds east 113.72 feet; thence South 62 Degrees 46 Minutes 56 Seconds East 103.56 feet; thence South 73 Degrees 19 Minutes 06 Seconds East 195.87 feet; thence South 76 Degrees 14 Minutes 48 Seconds East 92.83 feet; thence North 70 Degrees 51 Minutes 38 Seconds East 63.02 feet; thence South 51 Degrees 00 Minutes 00 Seconds East 44.46 feet to the northernmost lease area corner and being the true Place of Beginning of this Utility Easement; thence South 79 Degrees 19 Minutes 24 Seconds east 143.72 feet; thence South 10 Degrees 40 Minutes 36 Seconds West 15.00 feet; thence North 79 Degrees 19 Minutes 24 Seconds West 115.52 feet to a point on the lease line; thence North 51 Degrees 00 Minutes 00 Seconds West 31.93 feet to the northernmost lease corner and being the Place of Beginning and containing 1944.3 square feet.
(0.04 acres), more or less.

Latitude: 36° 59' 56.08" Longitude: -88° 32' 16.25"

EXHIBIT B

ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the most current structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.

For the purpose of this Exhibit B, all mounting heights are approximate.

NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

Antennas:	Four (4) Total		
Quantity:	Three (3)		One (1)
Type:	Omni		Omni
Manufacturer:	dbSpectra		dbSpectra
Model:	DS8A12F36U-N		DS8A12F36U-N
Dimensions:	22.3'		22.3'
Weight:	63 lbs.		63 lbs.
Mounting Center:	250'		100'
Mounting Orientation:	____°, ____° & ____°		____°, ____° & ____°
Mounting Downtilt:	__°		____°
Cable:	Five (5) Total		
Number of Lines:	Three (3)	One (1)	One (1)
Cable Type:	Coax	Coax	Coax
Cable Size:	1 5/8"	7/8"	1/2"
Antenna Mounts:	Four (4) Total		
Quantity:	Three (3)		One (1)
Type:	6' HD Stand Off Mount		6' HD Stand Off Mount
Manufacturer:	Valmont		Valmont
Model:	X-HS6-3		X-HS6-3
Dimensions:	6'		6'
Weight:	291lbs		291 lbs
Mounting Center:	250'		100'
Dishes:	Two (2) Total		
Quantity:	One (1)		One (1)
Type:	Radome		Radome
Manufacturer:	commscope		Commscope
Model:	VHLP6-6W (TR)		VHLP6-6W (tr)
Dimensions:	6'		6'
Weight:	189 lbs.		189 lbs.
Mounting Center:	130'		105'
Mounting Orientation:	256°		330°
Mounting Downtilt:	____°		____°
Cable:			
Number of Lines:	Two (2)		
Cable Type:	EU-63 Waveguide		
Cable Size:	2"		
Dish Mounts:	Two (2) Total		
Quantity:	One (1)		One (1)
Type:	Pipe Mount		Pipe Mount
Mounting Center:	130'		105'

Tower Mounted Amplifiers (TMAs):

Quantity:	One (1)
Manufacturer:	dbSpectra
Model:	DS7TMA17C TTA
Dimensions:	9" x 21" x 13"
Weight:	45 lbs.
Mounting Center:	250'

Remote Radio Units (RRUs): N/A

RRU Modules: N/A

DC Surge Suppression Systems: N/A

Other:

Quantity:	One (1)
Type:	LP Tank
Model:	1000 GL
Location:	Within Tenant's lease area

Ground Space Requirements: Approximately 288 square feet

Provided By:	Tenant	Tenant	Tenant
Type:	Shelter	Concrete Pad for LP Tank	Generator Pad
Dimensions:	12' x 16'	4' x 9'	6' x 10'

ERP: N/A

Transmitter Operating Power: N/A

Generator:

Quantity:	One (1)
Type:	Propane
Manufacturer:	Kohler
Model:	KG40
Dimensions:	86" x 40.9"
Weight:	807 lbs.
Location:	Within Tenant's lease area
Power:	40kw

Frequencies: Transmit: 851-862 MHz
Receive: 806-817 MHz

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT

NOT FOR EXECUTION

After recording return to:

COMMONWEALTH OF KENTUCKY

COUNTY OF MCCRACKEN

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated ____________, 20__, between **SBA TOWERS X, LLC,** a Delaware limited liability company "Owner" and **PADUCAH POLICE DEPARTMENT,** "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 288 square feet at that certain site "Site" located at 672 Sheehan Bridge Road, City of Paducah, County of McCracken, Commonwealth of Kentucky 42003, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of ten (10) years commencing on ________________, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

TENANT: PADUCAH POLICE DEPARTMENT

____

By:
Title:
Fed Tax ID: CT-73-100
Address: 510 Clark Street, 1400 Broadway
Paducah, KY 42001

Date: ______________________

Witness:__________________________

Print Name:_______________________

Witness:__________________________

Print Name:_______________________

MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF ______________________________ COUNTY OF ______________________________

The foregoing instrument was acknowledged before me this _____ day of ________________, 20__, by ___________________________________, _______________ of **Paducah Police Department,** who is personally known to me or produced ____________________ as identification.

NOTARIAL SEAL

____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF ______________

My commission expires:
____

____
(NAME OF NOTARY)
COMMISSION NUMBER: __________________

OWNER: **SBA TOWERS X, LLC,** a Delaware limited liability company

____

Witness:_______________________________

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Fed Tax ID: 82-5146661
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Date:

Print Name:_____________________________

Witness:_______________________________

Print Name:_____________________________

OWNER NOTARY BLOCK:

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____________, 20__ by Jason Silberstein as Executive Vice President, Site Leasing of **SBA Towers X, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced ____________ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: ____________________________________
Print Name: ________________________________
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires ________________

EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

1. **Pre-Installation Standards**

Prior to installation, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until written (NTP) approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins including, but not limited to mount models, antenna and radio models; transmission line quantity, weight, size and placement; base station equipment layout. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Safety Requirements: All Contractors must be familiar with SBA specific Safety Policies and Procedures. In an event there are any incidents occurred during construction, such events must be reported to Owner immediately.

2. **Installation**

(a) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.

(b) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.

(c) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All external ground leads connecting to the site ground system shall be enclosed in a ½" non-metallic liquid-tight conduit. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.

(d) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved.

(e) All equipment cabinets will be identified with a UV-rated placard on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.

(f) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not zinc plated. All hardware must be installed according to the manufacturer's installation instructions and have locking hardware installed. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install.

(g) All transmission lines are to be secured with factory hoist grips every 150', or as recommended by the manufacturer and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic tie wraps and/or bandit type hangers will not be accepted. Beam clamps or angle adapters shall never be utilized to anchor hoisting grips. Instead, all hoisting grips shall be secured to a tower structural member via galvanized pinned shackles attached directly to the grip and a tower structural member. If a designated anchorage location is not available, a length of a load rated hot dipped galvanized chain shall be used. Shackles and chains shall be capable of supporting a minimum of 500 lbs. or the weight of the cable being supported, whichever is greater.

(h) All transmission lines must be properly secured, and snap-ins installed at the time of the installation. Under no circumstances shall any transmission lines be free hanging or left unattended and must be immediately snapped-in.

(i) All transmission lines must be routed as outlined in the Structural Analysis. Transmission lines may never be installed on tower legs and must utilize waveguide ladders.

(j) All steel components must be in compliance of AWS D1.1, TIA/EIA 222 Latest Revision, ASTM A123, ASTM, A325, ASTM A36, ASTM A53, AISC Manual of Steel Construction 14TH Edition TIA-5053.

a) Steel components being installed must match the steel manufacturer's make and model numbers which were approved in structural/mount analysis.
b) All steel modifications to mounts or tower structure must be pre-approved and follow the structural/mount analysis.
c) All sector frames and platforms should have a TIA-5053 Classification, and, if provided, plate or label must be installed.

(k) Antenna centerlines shall be within +/- 6in from the steel manufacturer's allotted centerline requirements and in accordance to TIA-5053. Antennas shall never be cantilevered unless structural/mount analysis have been provided directing this type of installation.

(l) All mechanical ground and power terminations shall have a thin layer of Sanchem “NO-OX-ID A-Special“ grease applied prior to termination for corrosion mitigation. No zinc-based (Noalox) No-Ox is permitted.

(m) All conduit must be installed at a minimum depth of 30” or 5” below frost line. All ground ring systems must be installed at a minimum of 36”. Conduits shall be routed along the perimeter of site compound when possible with metal trace tape installed. All disturbed soil must be compacted with mechanical tempers to prevent sagging.

3. **General** - Tenant must comply with any applicable instructions regarding any Site security system.

(a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the site, ensure that all gates are locked and, if there is a security system, it is armed.
(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
(c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
(d) Do not adjust or tamper with thermostats or HVAC systems.
(e) Access to the shelter roof is restricted to authorized maintenance personnel.
(f) All Contractors and site visitors must contact SBA NOC upon entering the site
(g) Contractors shall not affect existing Safety climb systems without notifying Owner. It will be Contractor’s responsibility to correct any trapped or damaged Safety climb systems.

(h) Lighting systems shall never be obstructed.

Contact quality@sbasite.com or asksafety@sbasite.com for questions regarding SBA Quality/Safety.

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Approve Section 8 Housing Choice Voucher Program FY25 Budget - **LASICA McEWEN**

Category: Ordinance

Staff Work
By: Lasica
McEwen
Presentation
By: Lasica
McEwen

Background Information: Pursuant to 24 CFR § 990.315 the Section 8 Housing Choice Voucher Program is required to submit approval of its annual operating budget to the US Department of Housing and Urban Development (HUD). The City Commission is the approving authority for the Section 8 budget. This action approves the annual operation budget for the Section 8 Housing Choice Voucher Program for Fiscal Year 2025 as attached.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:
1. ORD Section 8 Budget FY 24-25
2. Resolution 892-24 Section 8 (003)

ORDINANCE NO. 2024 -______-________

AN ORDINANCE ADOPTING THE ANNUAL OPERATING BUDGET FOR THE PADUCAH KENTUCKY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF SAID PROGRAM

WHEREAS, pursuant to 24 CFR § 990.315 the Section 8 Housing Choice Voucher Program is required to submit approval of its operating budget to the US Department of Housing and Urban Development (hereinafter "HUD"); and,

WHEREAS, said annual operating budget must be approved by the Paducah City Commission.

WHEREAS, the Board of Commissioners has reviewed the proposed Annual Operating Budget for the Paducah Section 8 Housing Choice Voucher Program 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, for the Section 8 Housing Choice Voucher Program as set forth in Exhibit A attached hereto is hereby adopted.

Section 2. 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 3. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

Section 4. 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, __________________
Adopted by the Board of Commissioners, ____________________
Recorded by Claudia S. Meeks, Assistant City Clerk, __________________
Published by *The Paducah Sun*, __________________________
ORD/FIN/Budget Section 8 FY24-25

Exhibit A

Budget Section 8

Start Date 07/01/2024 TO 06/30/2025

Beginning Balance Estimate $ 298,875.00

YR end Balance

ACCOUNT NAME	ACCOUNT #	Budget	12 MONTH EXPENSE	ENDING BALANCE
NON-TECH Salaries	4110	$ 125,000.00		$ 125,000.00
Legal Fees	4130	$ 1,500.00		$ 1,500.00
Staff Training	4140	$ 5,000.00		$ 5,000.00
Travel Reimbursement Paid to staff	4150	$ 650.00		$ 650.00
Travel in Town	4150.1	$ 200.00		$ 200.00
Purchase New Vehicle	4150.4	$ -		$ -
Accounting Fees	4170	$ 7,800.00		$ 7,800.00
Audit Fees	4171	$ 5,000.00		$ 5,000.00
Employee Benefits	4182	$ 64,000.00		$ 64,000.00
Office Supplies	4190.01	$ 3,650.00		$ 3,650.00
Postage	4190.03	$ 2,500.00		$ 2,500.00
Printing	4190.07	$ 1,250.00		$ 1,250.00
Advertising	4190.08	$ 525.00		$ 525.00
Inspection Services	4190.09	$ 22,500.00		$ 22,500.00
Membership Dues/Fees	4190.12	$ 1,800.00		$ 1,800.00
Telephone	4190.13	$ 3,000.00		$ 3,000.00
Forms & Office Supplies	4190.17	$ 350.00		$ 350.00
Misc/Fees/Late Pymts/Pics	4190.18	$ 200.00		$ 200.00
Administrative Contracts/Wilson copy	4190.19	$ 8,500.00		$ 8,500.00
Sundry Computer under $2500	4190.21	$ 100.00		$ 100.00
Outside Management Fees	4195	$ 25,000.00		$ 25,000.00

Maintenance & Operation	4400	$ 925.00		$ 925.00
Automobile Insurance	4510.03	$ 925.00		$ 925.00
Extraordinary Maintenance	4610	$ 3,500.00		$ 3,500.00
TempsPlus	4195	$ 15,000.00		$ 15,000.00
Total		$ 298,875.00	$ -	$ 298,875.00

RESOLUTION TO ADOPT FY 2025 OPERATING BUDGET/ SECTION 8

July 1, 2024 - June 30, 2025

BACKGROUND:

HUD requires that the Board of Commissioners adopt an annual operating budget. This year we anticipate that Operating Subsidy will be funded at 95%. It is difficult to project revenue and expenses when dealing with developments that are 65+ years old and the uncertainty of Federal Funding and tenant rents. We have tried closely to match budgeted amounts with actual expenditures from the previous fiscal years and adjusted as we deemed prudent.

ISSUE:

We will continue to monitor the operating expenses and income closely throughout the year by meeting regularly with management personnel to review income and expenses. We do not propose reducing any existing staff salaries or benefits.

RECOMMENDATION:

Approve the FY 2025 Operating Budget beginning July 1, 2024, and ending June 30, 2025. It is understood that this our best estimate and is subject to change based on our actual expenses and income.

RESOLUTION NO. 892-24

BE IT RESOLVED THE BOARD OF COMMISSIONERS ACCEPTS THE OPERATING BUDGET FOR FISCAL YEAR ENDING June 30, 2025 AS SUBMITTED.

CERTIFICATE OF RECORDING OFFICER

The undersigned, being the secretary to the Board of Commissioners of the Housing Authority of Paducah, does hereby certify that the foregoing resolution was approved and adopted by the Board of Commissioners at its special called meeting on June 11, 2024.

Joseph N. Anderson

Joseph N. Anderson
Executive Director

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Approve an Amendment to Ordinance 2019-11-8600 to Add an IVR Service for optional Credit Card and ACH Payments - **S. MILLAY & E. SHAW**

Category: Ordinance

Staff Work By: Stephanie Millay, Emma Shaw
Presentation By: Stephanie Millay , Emma Shaw

Background Information: The City of Paducah implemented Tyler Payments in April 2024 for credit card and ACH payments which gave Finance the option to offer IVR services. This is a feature where citizens can call an 888 number and pay their bill over the phone with card/check. Services will be offered in English and Spanish and accommodate real estate and tangible property tax bills. Tyler Payments reserves the right to change fees with a 30-day notice so we are requesting fee approval to not exceed $1.50 limit per transaction. IVR fees are in addition to the e-check and card processing fees. Current fees for use of this service are $0.50 per transaction. This action amends Ordinance No. 2019-11-8600 to add the IVR service fee in an amount not to exceed $1.50 per transaction.

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

If yes, please list the Commission Priority: Operations Efficiencies – By implementing this payment feature citizens have the capability to pay their bill over the phone which frees up Revenue staff by decreasing data entry time.
Revenue Equity - This work time can be reallocated towards compliance, audit, and enforcement of occupational licenses.

Communications Plan: IVR phone numbers and payment instructions will be printed on the 2024 bills. In addition, we will ask Pam to include this feature in her tax bill media release.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:
1. ORD Credit Card Fee Implementation - IVR Fees 2024
2. 2019-11-8600

ORDINANCE NO. 2024-_____-________

AN ORDINANCE AMENDING ORDINANCE NO. 2019-11-8600 ENTITLED, "AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH" TO ADD AN OPTIONAL INTERACTIVE VOICE RESPONSE (IVR) SERVICE WITH ASSOCIATED FEES

WHEREAS, the City of Paducah has a duty to collect payments from members of the public for various services and fees; and

WHEREAS, in order to provide a convenience to members of the public, the City of Paducah accepts payments by credit card, debit card, and e-check; and

WHEREAS, it is appropriate to establish and implement policies for the acceptance of these payment methods by the City; and

WHEREAS, the City of Paducah now wishes to offer an IVR Service to allow citizens to call an 888 number and pay their bill over the phone with card/check; and

WHEREAS, in order to implement the Interactive Voice Response (IVR) Service, the City must authorize the establishment of IVR fees.

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

Section 1: Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of $1.50 to cover the City's costs of accepting such payment forms.

Section 2: IVR Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement an Interactive Voice Response (IVR) fee not to exceed $1.50 to cover the City's Costs of accepting such payment forms.

Section 3 [~~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 4 [~~3~~]. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 5 [~~4~~]. 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 6 [~~5~~]. 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, July 9, 2024
Adopted by the Board of Commissioners, ____________________
Recorded by City Clerk, ____________________________
Published by *The Paducah Sun*, ______________________
Ord/Credit Card Fee Implementation – IVR Fees 2024

ORDINANCE NO. 2019-11-8600

AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH.

WHEREAS, the City of Paducah has a duty to collect payments from members of the public for various services and fees; and

WHEREAS, in order to provide a convenience to members of the public, the City of Paducah accepts payments by credit card, debit card, and e-check; and

WHEREAS, it is appropriate to establish and implement policies for the acceptance of these payment methods by the City;

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

Section 1: Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of $1.50 to cover the City's costs of accepting such payment forms.

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

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

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

Lindsay Parish

City Clerk

Introduced by the Board of Commissioners, November 12, 2019
Adopted by the Board of Commissioners, November 26, 2019
Recorded by City Clerk, November 26, 2019
Published by *The Paducah Sun*, December 4, 2019
Ord/Credit Card Fee Implementation
Ordinance prepared by Denton Law Firm

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Authorize a Natural Gas Franchise Agreement between the City of Paducah and Atmos Energy **- L. PARISH**

Category: Ordinance

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

Background Information: The Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of KRS authorize cities to require public utilities, including providers of natural gas, to operate under franchise agreements and to grant them the right to use public right-of-way upon certain terms. On February 27, 2024, the City Commission passed ordinance 2024-02-8804 authorizing a natural gas franchise to be created in the City of Paducah. On March 22, 2024, the City of Paducah ran an advertisement the local newspaper requesting proposals for a non-exclusive natural gas franchise. On May 21, 2024, the City opened one proposal from Atmos Energy. After review, City staff is recommending approval of the natural gas franchise. This action approves a 20-year non-exclusive natural gas franchise with Atmos Energy in accordance with the City's Natural Gas Franchise Ordinance. The franchise is granted in consideration of a sum equal to two percent (2%) of the franchisee's revenues.

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

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:
1. ORD Atmos Energy Franchise Ordinance & Agreement
2. Bid Documents - Atmos Energy

CITY OF PADUCAH
ORDINANCE NO. 2024-____-________

AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO ENTER INTO A FRANCHISE AGREEMENT WITH ATMOS ENERGY CORPORATION, GRANTING TWENTY (20) YEAR, NON-EXCLUSIVE FRANCHISE FOR A NATURAL GAS SYSTEM WITHIN THE CITY LIMITS OF PADUCAH

WHEREAS, by Ordinance No. 2024-02-8804, the City of Paducah created a twenty (20) year, non-exclusive franchise for a natural gas system within the city limits of Paducah; and

WHEREAS the City of Paducah offered at bid a non-exclusive natural gas franchise pursuant to Ordinance No. 2024-02-8804; and

WHEREAS, Atmos Energy Corporation ("Atmos") has submitted a bid for a natural gas franchise, in accordance with the terms and conditions reflected in Ordinance No. 2024-02-8804; and

WHEREAS, the City of Paducah has reviewed Atmos's bid, and wishes to grant a non-exclusive natural gas franchise to Atmos by entering into a franchise agreement with Atmos;

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

SECTION 1. Bid Acceptance. That the City of Paducah hereby accepts the bid of Atmos for a non-exclusive natural gas franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, and as contained in the bid of Atmos of April 12, 2024.

SECTION 2. Franchise Award. That a twenty (20) year, non-exclusive natural gas franchise created by Ordinance No.2024-02-8804 be awarded to Atmos.

SECTION 3. Authorized Signatures. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Atmos, in substantially the form attached hereto and made part hereof (Exhibit A), and all other documents related to same.

SECTION 4. Incorporation by Reference. That the statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

SECTION 5. Severability. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. Open Meetings. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 7. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

____
George P. Bray, Mayor

ATTEST:

____
Lindsay Parish City Clerk

Introduced by the Board of Commissioners, ___________, 2024
Adopted by the Board of Commissioners, _____________, 2024
Recorded by Lindsay Parish, City Clerk, _____________, 2024
Published by The Paducah Sun, _____________, 2024
Ord\Natural Gas Franchise – Atmos Energy
Ordinance prepared by Linda Ain

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** is made and executed this ____ day of ________ 2024 by and between the City of Paducah, Kentucky (sometimes referred to herein as the "City" or "Grantor") and Atmos Energy Corporation (referred to herein as "Grantee").

Article I
DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

(A) *"Commission"* refers to and is the Kentucky Public Service Commission, the state utility regulatory Commission having jurisdiction over the rates, services and operations of Grantee within the State of Kentucky or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.

(B) *"Board of Commissioners" means the Board of Commissioners of the City of Paducah.*

(C) *"City"* refers to and is the City of Paducah, McCracken County, Kentucky, and includes such territory as currently is or may in the future be included within the boundaries of the City of Paducah.

(D) *"Force Majeure"* shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.

(E) *"Franchise"* shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.

(F) *"Grantee"* shall mean Atmos Energy.

(G) *"Grantor"* shall mean the City of Paducah, Kentucky.

(H) *"Public Right-of-Way"* shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.

(I) *"Revenues"* refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, nonsufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

(J) *"System"* shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II
GRANT OF FRANCHISE:

. **(A)** There is hereby created and granted unto Grantee a non-exclusive Franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The Franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The Franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar Franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a Franchise for a System within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such Franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

Article III
<u>TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE</u>:

(A) The term of this Franchise shall be for a term of twenty (20) years.

(B) The Franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of the previous perpetual Franchise agreement are superseded by the terms and conditions hereof.

(D) On the expiration of this Franchise, in the event the same is not renewed, or on the termination of any renewal of said Franchise, or on termination of said Franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the System. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

Article IV
<u>GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY</u>:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a System through, along, across and under the Public Right-of-Way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

Article V

<u>OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY</u>:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

<u>DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:</u>

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the System from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the System facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such System facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) System facilities that are located on private property at the time relocation is requested or demanded; (ii) System facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) System facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the Franchise, a sum equal to two percent (2%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a Franchise fee, in an amount that is sufficient to recover the portion of the Franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The Franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The Franchise fee herein contemplated shall be uniformly and equally applied to all natural gas utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying Franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of Franchise fee being paid to the City.

Article VIII
SERVICE TO NEW AREAS

If during the term of this Franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the Franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any Franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article IX

<u>BREACH OF FRANCHISE; REMEDIES</u>:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the Franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's City Clerk, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's City Clerk, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the Franchise and rights granted hereby.

(C) Grantee may transfer or assign the Franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control. When this ordinance becomes effective, all previous ordinances of Grantor granting Franchises for gas delivery purposes that were held by Grantee shall be automatically canceled and annulled, and shall be of no further force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the day and date first above written.

CITY OF PADUCAH, KENTUCKY

BY:_______________________________________
George P. Bray, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

City's Mailing Address and Phone Number:

300 South 5th Street
P.O. Box 2267
Paducah, Kentucky 42002-2267
270-444-8800

ATMOS ENERGY CORPORATION

BY:_____________________________________

Jay Kevin Dobbs, President, Kentucky Division

Atmos Energy's Mailing Address and Phone Number:

3275 Highland Pointe Drive
Owensboro, KY 42303
(270) 685-8024

Agenda Action Form
Paducah City Commission

Meeting Date: July 9, 2024

Short Title: Approve the closing of 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee - **M. TOWNSEND**

Category: Ordinance

Staff Work By: Melanie Townsend
Presentation By: Melanie Townsend

Background Information: The following property owners have submitted a request to close: 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee.

Sheila Lutz
David & Donna Henson
Michael & Sonia Gonzalez Langevin
Dewey & Georgia Gough
Stanley & Cindy McDonald
Bill Wurtman

This property is located solely within McCracken County and no longer serves as access to the City of Paducah's Floodwall Levee.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:
1. ORD - Husbands Road and John Puryear Drive - Floodwall Levee
2. FW ROW_Husbands Rd_John Puryear_final plat
3. FW ROW_Husbands Rd_John Puryear_application

ORDINANCE NO. 2024-____-__________

AN ORDINANCE PROVIDING FOR THE CLOSING OF 78,335 SQUARE FEET BETWEEN 2600 & 2621 HUSBANDS ROAD, 2730 HUSBANDS ROAD AND 2585 JOHN PURYEAR DRIVE AND 185,805 SQUARE FEET BETWEEN2600 AND 2630 JOHN PURYEAR DRIVE AND THE CITY OF PADUCAH'S FLOODWALL LEVEE, 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 closure of 78,335 Square Feet between 2600 & 2621 Husbands Road, 2730 Husbands Road and 2585 John Puryear Drive and 185,805 Square Feet between 2600 and 2630 John Puryear Drive as follows:

LEGAL DESCRIPTION OF TRACT 1 (0.88 ACRES)

Lying between Husbands Road and John Puryear Drive and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap in the Easterly right-of-way line of Husbands Road (25 feet from the centerline thereof) at the Southwesterly corner of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point being square to a point in the centerline of said Husbands Road that is 973.84 feet as measured Southwestwardly along said centerline from its intersection with the centerline of Spann Lane; THENCE FROM SAID POINT OF BEGINNING N 16°11'15" E with the Easterly right-of-way line of said Husbands Road 60.07 feet to a ½" rebar with cap 3861 set at a new property corner; thence S 71°20'43" E on a new division line 650.89 feet to a ½" rebar with cap 3861 set at a new property corner in the Westerly right-of-way line of John Puryear Drive; thence Southwestwardly with the Westerly right-of-way line of said John Puryear Drive for the following 2 calls: S 46°52'17" W 23.18 feet to a ½" rebar with cap 3861 set; and S 33°44' 39" W 41.00 feet to a ½" rebar with cap 3861 set at its intersection with the aforesaid Southerly line of the City of Paducah, Kentucky per Deed Book 200, page 194; thence N 71°20'43" W with the Southerly line of said City of Paducah, Kentucky property 626.67 feet to the Point of Beginning and containing 0.88 Acres.

LEGAL DESCRIPTION OF TRACT 2 (0.39 ACRES)

Lying on the Easterly side of Husbands Road and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks

office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:
Beginning at a ½” rebar with cap 3861 set in the Easterly right-of-way line of Husbands Road (25 feet from the centerline thereof) at the Northwestwardly corner of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point being square to a point in the centerline of said Husbands Road that is 853.7 feet as measured Southwestwardly along said centerline from its intersection with the centerline of Spann Lane; THENCE FROM SAID POINT OF BEGINNING S 71°20’43” E with the Northerly line of said City of Paducah, Kentucky property and the Southerly line of the Stanley and Cindy McDonald property per Deed Book 976, page 569 a distance of 285.61 feet to a ½” rebar with cap 3861 set at the Southeasterly corner of said McDonald property ; thence on a new division line S 18°39’17” W 60.02 feet to a ½” rebar with cap 3861 set at a new property corner; thence N 71°20’43” W on a new division line 283.02 feet to a ½” rebar with cap 3861 set at a new property corner in the Easterly right-of-way line of aforesaid Husbands Road ; thence N 16°11’15” E with the Easterly right-of-way line of said Husbands Road 60.07 feet to the Point of Beginning containing 0.39 Acres.

LEGAL DESCRIPTION OF TRACT 3 (0.07 ACRES)

Lying between Husbands Road and John Puryear Drive and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:
Beginning at an existing ½” rebar with cap 1955 in the Northerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194 at its intersection with the Southeasterly corner of the Dewey and Georgia Gough property per Deed Book 726, page 166 and Plat Section “J”, page 1059, said point being N 71°20’43” W as measured along the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 a distance of 346.11 feet from its intersection with the Westerly right-of-way line of John Puryear Drive; THENCE FROM SAID POINT OF BEGINNING S 18°39’17” W on a new division line 60.02 feet to a ½” rebar with cap set at a new property corner; thence N 71°20’43” W on a new division line 53.96 feet to a ½” rebar with cap 3861 set a a new property corner; thence N 18°39’17” E on a new division line 60.02 feet to a ½” rebar with cap 3861 set in the Northerly line of aforesaid City of Paducah, Kentucky property per Deed Book 200, page 194 at a corner in the Southerly line of aforesaid Gough property per Deed Book 726, page 166 and Plat Section “J”, page 1059; thence S 71°20’43” E with the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Southerly line of said Gough property per Deed Book 726, page 166 and Plat Section “J”, page 1059 a distance of 53.96 feet to the Point of beginning and containing 0.07 Acres.

LEGAL DESCRIPTION OF TRACT 4 (0.45 ACRES)

Lying on the Westerly side John Puryear Drive (Kentucky Highway 1954) and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Westerly right-of-way line of John Puryear Drive at its intersection with the Northerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point also being at the Southeasterly corner of Tract 1 per Plat Section “K”, page 1756; THENCE FROM SAID POINT OF BEGINNNG S 46°52’17” W with the Westerly right-of-way line of said John Puryear Drive 68.11 feet to a ½” rebar with cap 3861 set at a new property corner; thence N 71°20’43” W on a new division line 313.91 feet to a ½” rebar with cap 3861 set at a new property corner; thence N 18°39’17” E on a new division line 60.02 feet to an existing ½” rebar with cap 1955 at a point in the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and a corner in the Southerly line of the Amy and Kent Nealis property per Deed Book 1469, page 5 and Tract 1 per Plat Section “K”, page 1756; thence S 71°20’43” E with the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Southerly line of said Nealis property per Deed Book 1469, page 5 and Tract 1 per Plat Section “K”, Page 1756 a distance of 346.11 feet to the point of beginning and containing 0.45 Acres.

LEGAL DESCRIPTION OF TRACT 5 (2.11 ACRES)

Lying on the Easterly side John Puryear Drive (Kentucky Highway 1954) and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½” rebar with cap 1955 in the Easterly right-of-way line of John Puryear Drive at its intersection with the Northerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194 and also being at the Southwesterly corner of the Shelia Lutz property per Deed Book 939, page 263 and Tract II per Plat Section “K”, page 1756; THENCE FROM SAID POINT OF BEGINNING S 71°20’43” E with the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Southerly line of said Lutz property per Deed Book 939, page 263 and Tract II per Plat Section “K”, page 1736 a distance of 1518.07 feet to a ½” rebar with cap 3861 set at the Northeasterly corner of said City of Paducah, Kentucky property and the Southeasterly corner of said Lutz property and also being in the Westerly line of the Paducah-McCracken Joint Sewer Agency property per Deed Book 987, page 587 and Plat Section “L”, page 858; thence S 16°46’00” W with the Easterly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and Westerly line of said Paducah-McCracken Joint Sewer Agency property per Deed Book 987, page 587 and Tract 7 to Plat Section “L” page

858 a distance of 60.05 feet to a ½” rebar with cap 3861 set at a new property corner; thence N 71°20’43” W on a new division line 1,546.99 feet to a ½” rebar with cap 3861 set at a new corner in the Easterly right-of-way line of aforesaid John Puryear Drive; thence Northeastwardly with the Easterly right-of-way line of said John Puryear Drive for the following 2 calls: N 46°33’09” E 9.88 feet to a ½” rebar with cap 3861 set; and N 42°10’00” E 55.93 feet to the Point of Beginning and containing 2.11 Acres.

LEGAL DESCRIPTION OF TRACT 6 (2.15 ACRES)

Lying on the Easterly side of John Puryear Drive (Kentucky Highway 1954) and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Easterly right-of-way line of John Puryear Drive at its intersection with the Southerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point also being at the Northwesterly corner of the David and Donna Henson and Shelia Lutz property per Deed Book 939, page 629; THENCE FROM SAID POINT OF BEGINNING Northeasterly with the Easterly right-of-way line of said John Puryear Drive for the following 2 calls N 60°48’13” E 5.53 feet to a ½” rebar with cap 3861 set; and N 46°33’09” E 63.26 feet to a ½” rebar with cap 3861 set at a new property corner; thence S 71°20’43” E on a new division line 1,546.99 feet to a ½” rebar with cap 3861 set at a new property corner in the Easterly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Westerly line of the Paducah-McCracken Joint Sewer Agency per Deed Book 987, page 587 and Tract 7 to Plat Section “L”, page 858; thence S 16°46’00” W with the Easterly line of said City of Paducah, Kentucky property and Westerly line of said Paducah-McCracken Joint Sewer Agency property 60.04 feet to an existing ½” rebar with cap 3449 at the Southeasterly corner of said City of Paducah, Kentucky property and Northeasterly corner of aforesaid David and Donna Henson and Shelia Lutz property per Deed Book 939, page 629; thence N 71°20’43” W with the Southerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and Northerly line of said Henson and Lutz property per Deed Book 939, page 629 a distance of 1,582.28 feet to the Point of Beginning and containing 2.15 Acres.

<u>SECTION 2.</u> The City of Paducah is the sole property owner, and requests for closure of 78,335 Square Feet Between 2600 & 2621 Husbands Road, 2730 Husbands Road And 2585 John Puryear Drive And 185,805 Square Feet Between2600 And 2630 John Puryear Drive. This property is located solely within McCracken County and no longer serves as access to the City of Paducah’s Floodwall Levee. Sheila Lutz, David and Donna Henson, Michael and Sonia Gonzalez Langevin, Dewey and Georgia Gough, Stanley and Cindy McDonald and Bill

Wurtman, have submitted a request for this closure. Public Right-of-Way Closure Application is attached hereto and made part hereof as 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 property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 6. 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, July 9, 2024
Adopted by the Board of Commissioners, _________________________
Recorded by Lindsay Parish, City Clerk, _______________________
Published by The *Paducah Sun,* ___________________
\ord\eng\st close\Husbands Road and John Puryear Drive - Floodwall Levee

CERTIFICATION

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

____
City Clerk

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS TO THE BEST OF MY KNOWLEDGE AND BELIEF TO BE TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE McCRACKEN COUNTY, KENTUCKY, PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, ALL IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE KENTUCKY REVISED STATUTE AND THE KENTUCKY ADMINISTRATIVE REGULATIONS.

DATE: June 25th, 2024

PROFESSIONAL LAND SURVEYOR: [signature]

INTENT

1) THE INTENT OF THIS PLAT IS TO CLOSE THIS CITY OF PADUCAH 120 FOOT RIGHT-OF-WAY AND TO CREATE INDIVIDUAL TRACTS 1, 2, 3, 4, 5, AND 6 AS SHOWN TO THE ADJACENT PROPERTY OWNERS AND ALSO CREATE THE PUBLIC EASEMENT AS SHOWN.

SURVEYOR'S CERTIFICATE

THIS REAL TIME KINEMATIC (RTK) SURVEY WAS PERFORMED USING A BASE AND ROVER ON SITE USING SPECTRA PRECISION SP 85 DUAL FREQUENCY RECEIVERS CAPABLE OF TRACKING GPS, GLONASS, SBAS, GALILEO, BAIDOU SATELLITE CONSTELLATIONS, UTILIZING THE KENTUCKY VRS NETWORK SYSTEM. A REDUNDANCE OF MEASUREMENTS WERE TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA POINTS. THE RELATIVE POSITIONAL ACCURACY FOR THIS SURVEY WAS 0.05' +100PPM AT 95% CONFIDENCE WHICH MEETS THE ACCURACY OF STANDARDS FOR A RURAL SURVEY, AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (WHICH IS +/- 0.05 +100PPM). BEARINGS AND DISTANCES HAVE BEEN ADJUSTED FOR CLOSURE BY METHOD OF LEAST SQUARES.

DATE OF SURVEY COMPLETION: DECEMBER 6, 2022

DATE: June 25th, 2024

PROFESSIONAL LAND SURVEYOR: [signature]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY

SS

COUNTY OF McCRACKEN

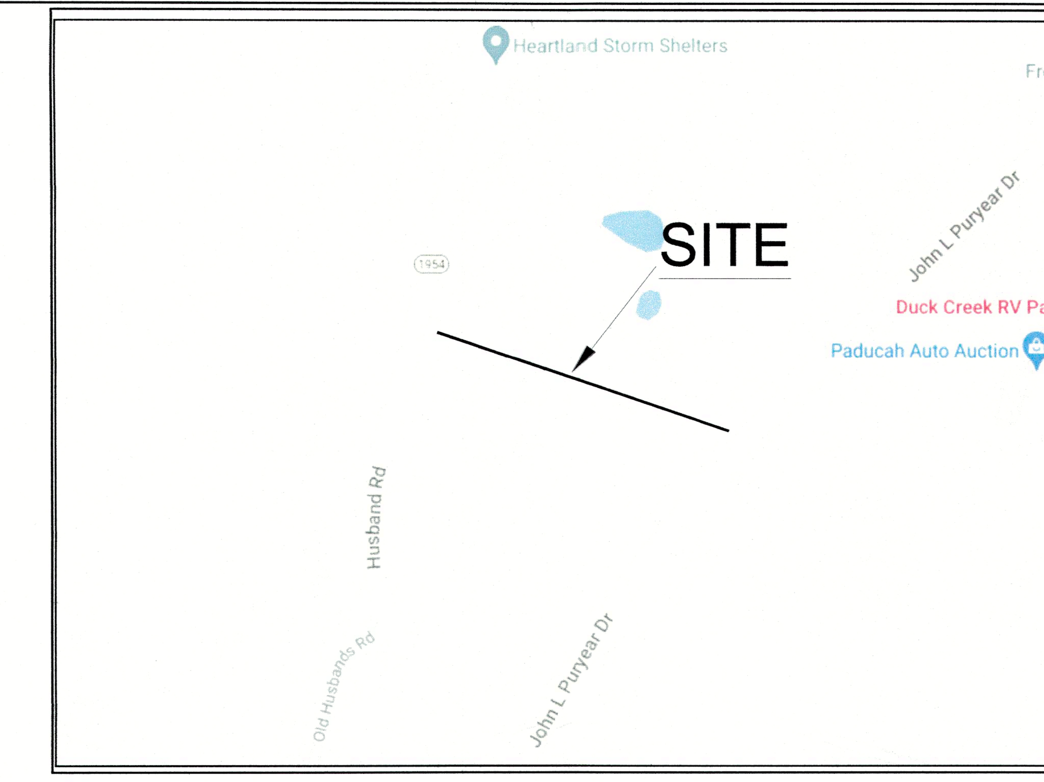
I, Ray a muln n, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY Sheila Lutz, David Nelson, Michael Langevin & Sonia Gonzalez, Dewey & Georgia Gough, Stanley & Cindy McDonald KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

Ray a muln n NOTARY PUBLIC

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____________, 20 ___

MY COMMISSION EXPIRES ON THE ____ DAY OF ____________, 20 ___

RAY H. MULLEN III NOTARY PUBLIC STATE AT LARGE KENTUCKY COMMISSION # ... MY COMMISSION EXPIRES FEBRUARY ... 2026



LOCATION MAP

NOT TO SCALE

STATE OF KENTUCKY
STEPHEN C. CHINO, JR.
3861
LICENSED PROFESSIONAL LAND SURVEYOR
6-25-24

PROPERTY OWNERS CERTIFICATE

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO CLOSE THE PUBLIC RIGHT-OF-WAY AS SHOWN AND DESCRIBED HEREON."

SHEILA LUTZ Sheila Lutz	6/25/24 DATE
DAVID & DONNA HENSON	6/25/24 DATE
MICHAEL LANGEVIN & SONIA GONZALEZ	6/25/24 DATE
DEWEY & GEORGIA GOUGH	6/25/24 DATE
STANLEY & CINDY McDONALD	6/25/24 DATE
BILL WURTMAN	8-07-23 DATE

GENERAL NOTES

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA WITH REDUCED FLOOD RISK DUE TO LEVEE) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY — PANEL NUMBER 21145C0165F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:

McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE DEED BOOK 200, PAGE 194

OWNERS:

CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KENTUCKY 42002

CLIENT:

JERRY NELSON
3329 BUCKNER LANE
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY A PADUCAH WATER.

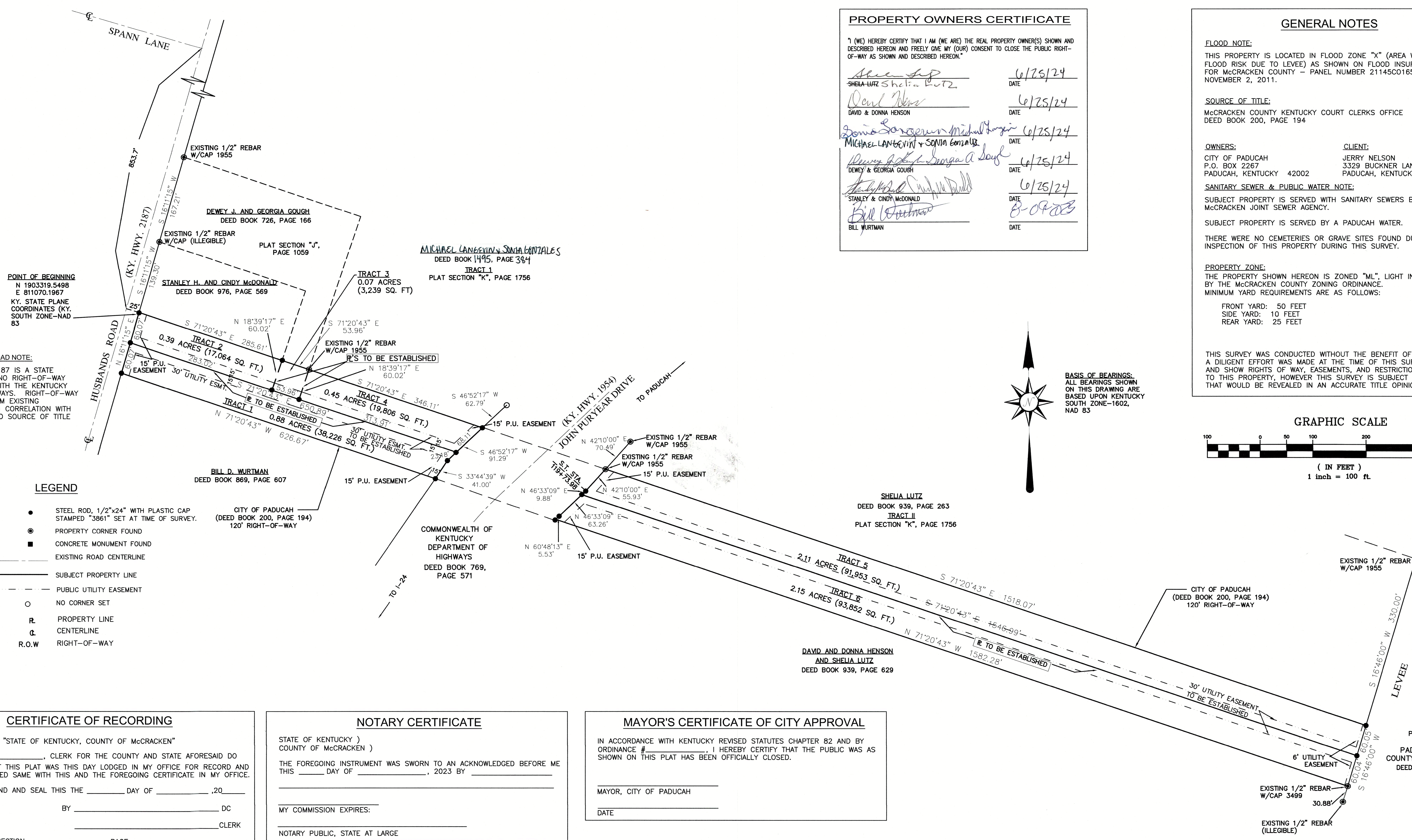
THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED "ML", LIGHT INDUSTRY ZONE, BY THE McCRACKEN COUNTY ZONING ORDINANCE. MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: 50 FEET
SIDE YARD: 10 FEET
REAR YARD: 25 FEET

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.



HUSBANDS ROAD NOTE:

KENTUCKY HIGHWAY 2187 IS A STATE MAINTAINED HIGHWAY. NO RIGHT-OF-WAY PLANS ARE ON FILE WITH THE KENTUCKY DEPARTMENT OF HIGHWAYS. RIGHT-OF-WAY WAS ESTABLISHED FROM EXISTING MONUMENTS SHOWN IN CORRELATION WITH PREVIOUS SURVEYS. NO SOURCE OF TITLE WAS FOUND.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

•	STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3861" SET AT TIME OF SURVEY.
◉	PROPERTY CORNER FOUND
■	CONCRETE MONUMENT FOUND
— - —	EXISTING ROAD CENTERLINE
——	SUBJECT PROPERTY LINE
- - -	PUBLIC UTILITY EASEMENT
○	NO CORNER SET
P/L	PROPERTY LINE
℄	CENTERLINE
R.O.W	RIGHT-OF-WAY

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, ________________________, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE ________ DAY OF ____________ ,20____

BY ________________________ DC

________________________ CLERK

RECORDED IN PLAT SECTION ______________ PAGE ____________

NOTARY CERTIFICATE

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

THE FOREGOING INSTRUMENT WAS SWORN TO AN ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ______________, 2023 BY ______________

MY COMMISSION EXPIRES: ______________

NOTARY PUBLIC, STATE AT LARGE

MAYOR'S CERTIFICATE OF CITY APPROVAL

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

MAYOR, CITY OF PADUCAH

DATE

sitewőrx SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

RIGHT-OF-WAY CLOSURE

THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

PROPERTY OF:
CITY OF PADUCAH
LOCATED AT: JOHN PURYEAR DRIVE AND HUSBANDS ROAD
McCRACKEN COUNTY, KENTUCKY

PROJECT NO.:	22196
DATE:	12/15/2022
DRAWN BY:	DG
CHECKED BY:	SCC
REV.	DESCRIPTION
	6/22/2023

SHEET
1
OF 1

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

Date: July 31, 2023

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

Public Right-of-Way: 2650 John Puryear Drive

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

Shelia Lutz
Property Owner's Name Printed

2600 & 2630 John L. Puryear Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 28 day of June, 2024, by ____________.

My Commission expires ____________.

RAY H. MULLEN III
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP44135
MY COMMISSION EXPIRES FEBRUARY 16 2024

Notary Public, State at Large

SEAL

Signature of Property Owner

David & Donna Henson
Property Owner's Name Printed

2630 John L. Puryear Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 2 day of Jun, 2024, by ____________.

My Commission expires ____________.

RAY H. MULLEN III
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP44135
MY COMMISSION EXPIRES FEBRUARY 16 2024

Notary Public, State at Large

SEAL

Sonia Langevin Michael Langevin
Signature of Property Owner

Michael & Sonia Gonzalez Langevin
Property Owner's Name Printed

2585 John L. Puryear Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 28 day of Jun, 2024,
by ______.

My Commission expires ______.

RAY H. MULLEN III
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP44135
MY COMMISSION EXPIRES FEBRUARY 16 2024

______
Notary Public, State at Large

SEAL

Dewey A. Gough Georgia A Gough
Signature of Property Owner

Dewey & Georgia Gough
Property Owner's Name Printed

2570 Husband Road
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 28 day of Jun, 2024,
by ______.

My Commission expires ______.

RAY H. MULLEN III
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP44135
MY COMMISSION EXPIRES FEBRUARY 16 2024

______
Notary Public, State at Large

SEAL

Stanley McDonald Cindy McDonald
Signature of Property Owner

Stanley & Cindy McDonald
Property Owner's Name Printed

2600 Husband Road
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 28 day of Jun, 2024,
by ______.

My Commission expires ______.

RAY H. MULLEN III
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP44135
MY COMMISSION EXPIRES

______
Notary Public, State at Large

SEAL

Bill Wurtman

Signature of Property Owner

Bill Wurtman

Property Owner's Name Printed

2630 Husband Road

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 28 day of Jun, 2022, by ______________________.

My Commission expires ______________________.

RAY H. MULLEN III
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP44135
MY COMMISSION EXPIRES FEBRUARY 16 2024

Notary Public, State at Large

SEAL

____

Signature of Property Owner

____

Property Owner's Name Printed

____

Address

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

SEAL

____

Signature of Property Owner

____

Property Owner's Name Printed

____

Address

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

SEAL