



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 8, 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

PROCLAMATION Proclaiming October National Arts & Humanities Month. ROSEMARIE STEELE

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.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for September 17, 2024, and September 30, 2024, Special Called Board of Commissioners Meetings
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Contract with WKCTC for Operation of Public and Government Access Channels
	E.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Crittenden County Volunteer Fire Department
	F.	Friedman Lane Pipe Replacement Project – Purchase of Reinforced Concrete Pipe from Infrastructure Precast, Inc. for \$73,728.00
	G.	Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the County Priority Projects Program
	II.	<u>ORDINANCE(S) - ADOPTION</u>

		A.	Acceptance of Permanent Utility Easement from Owner of Property located at 723 Cruse Avenue - M. TOWNSEND
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Adopt a new Interlocal Agreement for the Paducah/McCracken County Geographic Information System.”. M. SMOLEN
		B.	Amending Chapter 78 Personnel Ordinance - S. WILCOX
		C.	Amend Interlocal Agreement for Provisions of Emergency 911 Services with McCracken County. D JORDAN
		D.	Amend Ordinance Creating a Real Estate Parcel Fee for the Funding of 911 services, Maintenance and Equipment. D JORDAN
	IV.	<u>DISCUSSION</u>	
		A.	Quarterly Grant Review - H. Reasons
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

September 17, 2024

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, September 17, 2024, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Guess led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PUBLIC COMMENTS:

Several citizens made comments opposing the Zoning change on Fountain Avenue. Tina Simpson, Teri Coscarelli, Troy Astin, Jack Buri, Bill Coscarelli, Darrell Duncan.

Nathan Myers, property owner of 200 Fountain Avenue, spoke in favor of rezoning.

Stacey Blankenship reminded everyone that this Ordinance is merely to amend the zoning map. The Planning Commission has already approved the Zoning change.

CONSENT AGENDA

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

I(A)	Approve Minutes for the August 27, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Deeds File:</u> 1. Deed of Conveyance – Blackowl Home Builders LLC – 817 South 5th Street – MO #2924 2. Deed of Conveyance – Boss Management Development LLC – 809 South 4th Street – MO #2925 3. Deed of Conveyance – Bradley Mosey - 621 and 623 McKinley Street – MO #2936 <u>Contract File:</u> 1. Proposal from BFW Engineering & Testing, Inc. – Riverfront Landing – Water service floodwall penetration – Signed by City Manager Daron Jordan 2. Contract with Trace3 – purchase of hardware and software – E911 servers – Not to exceed \$130,000 – MO #2922 3. 911 Tower Lease Agreement – American Towers LLC – MO #2940 4. Contract Modification #2 – Professional Services Contract with HDR, Inc. – Paducah Riverfront Infrastructure Improvement Project – BUILD Grant - \$30,000 – MO #2953

September 17, 2024

	5. Franchise Agreement with Atmos Energy Corporation – ORD 2024-07-8819
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) CREW CAB DUMP TRUCK IN THE TOTAL AMOUNT OF \$96,149, FOR USE BY THE PUBLIC WORKS DEPARTMENT, STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2955; BK 13)
I(E)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) ¾ TON PICKUP TRUCK IN THE TOTAL AMOUNT OF \$46,989, FOR USE BY THE PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2956; BK 13)
I(F)	A MUNICIPAL ORDER APPROVING A REIMBURSEMENT AGREEMENT WITH PAXTON PARK GOLF BOARD D/B/A PAXTON PARK MUNICIPAL GOLF COURSE FOR THE PURCHASE OF A GREENS MOWER IN THE AMOUNT OF \$50,000 (MO #2957; 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).

MUNICIPAL ORDER

AUTHORIZE ACCEPTANCE OF A NATIONAL PARK SERVICE PAUL BRUHN GRANT IN THE AMOUNT OF \$750,000

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE NATIONAL PARKS SERVICE PAUL BRUHN HISTORIC REVITALIZATION GRANT PROGRAM IN THE AMOUNT OF \$750,000 FOR SUBGRANTS FOR THE REHABILITATION OF HISTORIC PROPERTIES IN THE CENTRAL BUSINESS DISTRICT, MARKET HOUSE DISTRICT AND SOUTHSIDE COMMUNITY.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2958, BK 13)**

AUTHORIZE REIMBURSEMENT TO THE INDUSTRIAL DEVELOPMENT AUTHORITY NOT TO EXCEED \$958,404 FOR SITE PREPARATION AT THE TRIPLE RAIL SITE IN WEST PADUCAH

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING REIMBURSEMENT TO THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$958,404, AND AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS RELATED TO SAME.”

September 17, 2024

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO #2959, BK 13)

AUTHORIZE EMPLOYMENT AGREEMENT WITH CAROL GAULT TO BE THE DIRECTOR OF PLANNING FOR THE CITY.

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND CAROL GAULT FOR EMPLOYMENT AS PLANNING DIRECTOR, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO #2960, BK 13)

ORDINANCE ADOPTION

CITY OF PADUCAH PROPOSED TAX RATES – FY2025

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled; “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2024, THROUGH JUNE 30, 2025, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.”

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.264
Personal Property (except inventory)	\$0.356
Motor Vehicles and Watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.014
Personal Property (except inventory)	\$0.013
Motor Vehicles and Watercraft	\$0.031
Total Tax Rate per \$100 – real property	\$0.278
Total Tax Rate per \$100 – personal property	\$0.369
Total Tax Rate per \$100 – inventory	\$0.000
Total Tax Rate per \$100 – motor vehicle & watercraft	\$0.421

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

- (1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars (\$2,000.00), the payment shall be due on November 1, 2024, and shall be payable without penalty and interest until November 30, 2024.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2024, and shall be payable without penalty and interest until November 30, 2024.
 - (b) The second half payment shall be due on February 1, 2025, and shall be payable without penalty and interest until February 28, 2025.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray
(5). **(ORD 2024-09-8822; BK 37)**

PADUCAH INDEPENDENT SCHOOL DISTRICT TAX RATES TO BE COLLECTED BY CITY OF PADUCAH

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled; "AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025" This ordinance is summarized as follows: The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2024 through June 30, 2025, an ad valorem tax of eighty-seven and 4/10 cents (\$0.874) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, and an ad valorem tax of eighty-seven and 4/10 cents (\$0.874) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

PURPOSE

RATE PER \$100.00

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Estate	\$0.874
Personal Property (including inventory)	\$0.874

Taxes authorized to be collected shall be due and payable as set forth in the Ordinance for setting Tax Levies for the City of Paducah for FY2025 as adopted.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray
(5). **(ORD 2024-09-8823; BK 37)**

September 17, 2024

ORDINANCE INTRODUCTIONS

ACCEPTANCE OF PERMANENT UTILITY EASEMENT FROM OWNER OF PROPERTY LOCATED AT 723 CRUSE AVENUE

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND TC-3 LLC, OWNER OF PROPERTY LOCATED AT 723 CRUSE AVENUE.” This Ordinance is summarized as follows: This Ordinance authorizes the City of Paducah to accept a Permanent Utility Easement between TC-3 LLC and the City of Paducah, for and in consideration of One Dollar and no/100 (\$1.00) for an area located on the west side of Cruse Avenue and south of Marianne Drive.

AMEND ZONING MAP – REZONING OF 200 FOUNTAIN AVENUE

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AMENDING THE PADUCAH ZONING MAP.” This ordinance is summarized as follows: This ordinance amends the Paducah Zoning map, which is incorporated into City Code via Sec. 126-31(b), to reflect that the property located at 200 Fountain Avenue was rezoned, by operation of law, from R-1 (Low Density Residential Zone) to NSZ (Neighborhood Services Zone).

After public comments and Discussion, Mayor Bray offered Motion, seconded by Commissioner Henderson that this Ordinance Introduction be tabled.

Roll Call: yeas Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5) Nays 0 Motion to Table carries.

DISCUSSION

Commission Priorities Update Presentation

Communications Manager Pam Spencer offered the following summary:

“Assistant City Manager Michelle Smolen presented a midyear report on the work underway on the 2024 Commission Priorities. After holding strategic planning sessions in February, the Board determined 10 Commission Priorities and five Continuous Improvement items. To read the midyear report, visit <https://paducahky.gov/commission-priorities>.

The 2024 Commission Priorities are Beautification and Wayfinding, Downtown, Housing, Minority Inclusion, Operational Efficiencies, Protecting Key Historical and Cultural Resources, Quality of Life, Southside, Stormwater, and Trails and Bike Lanes. The continuous improvements action items include 911, City Facilities, Mental Health Awareness, Paducah Sports Park, and Revenue Equity.”

September 17, 2024

COMMENTS

City Manager

City Manager Jordan relayed that he has received word from HUD that the City of Paducah will be listed in the FY2025 budget as an “entitlement community.” This means that the City may receive direct appropriation from HUD (up to \$450,000) without having to compete with other communities for funding.

EXECUTIVE SESSION

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

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

RECONVENE IN OPEN SESSION

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

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

Action following Executive Session

MUNICIPAL ORDER

AUTHORIZE MAYOR AND CITY MANAGER TO NEGOTIATE IN GOOD FAITH AN DEVELOPMENT AGREEMENT WITH NATIONAL HOSPITALITY, LLC.

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ACKNOWLEDGING THE INTENT OF THE PADUCAH BOARD OF COMMISSIONERS TO AUTHORIZE THE MAYOR AND CITY MANAGER TO NEGOTIATE IN GOOD FAITH A DEVELOPMENT AGREEMENT WITH NATIONAL HOSPITALITY, LLC, FOR THE CONSTRUCTION OF A HOTEL ON CERTAIN REAL PROPERTY CURRENTLY OWNED BY THE CITY OF PADUCAH, KENTUCKY, WITH SAID DEVELOPMENT AGREEMENT TO BE PRESENTED AT A FUTURE DATE TO THE BOARD OF COMMISSIONERS FOR DETERMINATION OF FINAL ACTION.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5) **(MO #2961; BK 13)**

September 17, 2024

ADJOURN

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

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

TIME ADJOURNED: 7:12 p.m.

ADOPTED: October 8, 2024

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

September 17, 2024

At a Special Called Meeting of the Paducah Board of Commissioners held on Monday, September 30, 2024, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the Assistant City Manager, Michelle Smolen, the following answered to their names: Commissioners Henderson, Smith, Wilson, and Mayor Bray (4). Commissioner Guess did not attend the meeting.

MUNICIPAL ORDER

AUTHORIZE THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH NATIONAL HOSPITALITY, LLC, FOR THE CONSTRUCTION OF A HOTEL ON CERTAIN REAL PROPERTY CURRENTLY OWNED BY THE CITY OF PADUCAH, KY.

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).
(MO #2962, BK 13)

ADJOURN

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

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

TIME ADJOURNED: 5:10 p.m.

ADOPTED: October 8, 2024

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

October 8, 2024

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Special Called Meeting Notice September 30, 2024 Meeting of the Board of Commissioners
- 2.

Deed File:

1. Deed in Lieu of Foreclosure – Christopher Helm, Thomas Eric Helm, and Elizabeth Anne Helm to City of Paducah – 1104 Ellis Street – MO #2951
2. Deed in Lieu of Foreclosure – Christopher Helm, Thomas Eric Helm, and Elizabeth Anne Helm to City of Paducah – 1128 North 13th Street – MO #2951

Contract File:

1. Tower Lease with SBAS Towers X, LLC – 911 Radio Upgrade – MO #2923
2. Agreement to Purchase One Crew Cab Dump Truck from Linwood Motors – MO #2955
3. Agreement to purchase One ¾ ton pickup truck from Linwood Motors – MO #2956
4. Reimbursement Agreement with Paxton Park Golf Board d/b/a Paxton Park Municipal Golf Course for purchase of a Greens Mower – MO #2957
5. Notice of Award – National Park Service Paul Bruhn Grant - \$750,000 MO #2958
6. Employment Agreement – Carol Gault – Planning Director – MO #2960
7. Professional Services Agreement between City of Paducah and Thomas Barnett – No Commission Action – signed by City Manager Daron Jordan

Financials:

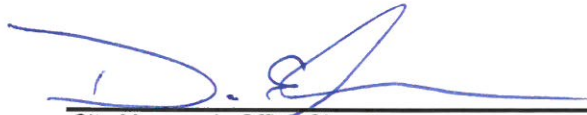
1. Paducah Water Works – Month Ended August 31, 2024

Bids and Proposals File:

1. One Crew Cab Dump Truck for Public Works Department
 - a. Linwood Motors – MO #2955
 - b. Tim Short Ford of Morehead
 - c. Tim Short Chrysler, Dodge, Jeep, Ram of Morehead
2. One ¾ Ton Pickup Truck for Parks Department
 - a. Linwood Motors – MO #2956
 - b. Tim Short Ford of Morehead
 - c. Tim Short Chrysler, Dodge, Jeep, Ram of Morehead

CITY OF PADUCAH
October 8, 2024

Upon the recommendation of the City Manager's Office, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



City Manager's Office Signature

October 3, 2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 8, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Cubley, Michael A.	Records Manager	\$28.85/hr	NCS	Ex	September 19, 2024
Mueller, Jakob S.	Patrolman	\$28.85/hr	NCS	Non-Ex	October 3, 2024

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Davidson, Kimberly	Camp Coordinator	\$14.00/hr	NCS	Non-Ex	September 3, 2024
Miller, Jennifer	Camp Coordinator	\$14.00/hr	NCS	Non-Ex	September 12, 2024

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

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Parks, Emily L.	Telecommunicator \$19.86/hr	Telecommunicator \$20.36/hr	NCS	Non-Ex	October 3, 2024
<u>FINANCE</u>					
Bryant, Cathy M.	Revenue Technician I \$19.86/hr	Revenue Technician I \$20.36/hr	NCS	Non-Ex	September 19, 2024
Kyle, Audra J.	Controller \$57.53/hr	Controller \$59.26/hr	NCS	Ex	September 5, 2024
Millay, Stephanie M.	Revenue Manager \$41.72/hr	Revenue Manager \$42.97/hr	NCS	Ex	September 5, 2024
<u>FIRE - SUPPRESSION</u>					
Murphy, William C.	Fire Lieutenant \$21.29/hr	Firefighter \$18.80/hr	NCS	Non-Ex	October 3, 2024
<u>HUMAN RESOURCES</u>					
Johnson, Daisha S.	Diversity Specialist \$31.00/hr	Disversity Specialist \$31.78/hr	NCS	Ex	September 5, 2024
<u>PLANNING</u>					
Stroup, Palmer L.	Planner I \$26.87/hr	Planner II \$29.56/hr	NCS	Ex	October 3, 2024
<u>POLICE</u>					
Hayes, Joseph A.	Assistant Chief \$55.14/hr	Assistant Chief \$56.79/hr	NCS	Ex	October 17, 2024
<u>TECHNOLOGY</u>					
Cooper, Tina R.	Systems Technician \$32.05/hr	Systems Technician \$32.69/hr	NCS	Ex	September 5, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Collins, William S.	Maintenance Technician	Retirement	September 30, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Contract with WKCTC for Operation of Public and Government Access Channels

Category: Municipal Order

Staff Work By: Pam
Spencer
Presentation
By: Pam Spencer

Background Information: The contract for services with WKCTC and Paducah Junior College for the operation of the Public and Government Access Channels (Comcast channels 2 and 11) is up for renewal. The contract is an annual contract effective July 1, 2024. The services provided by WKCTC include the live telecasting of the City Commission Meetings and Planning Commission Meetings, bulletin board slide programming, coverage of special events, city-related and non-profit productions, and technical assistance.

In this contract, the City will appropriate \$85,000 from the Fiscal Year 2025 General Fund budget for television services. These funds were included in the annual budget. If none of the parties has changes, the contract automatically will renew annually for an additional two years with a termination date of June 30, 2027. WKCTC is requesting an annual funding increase of 5 percent per year beginning in Fiscal Year 2026 which is included in the contract.

The contract has been reviewed by WKCTC President Dr. Anton Reece, Paducah Junior College Board of Trustees Chairman Chris Black, WKCTC Vice President of Institutional Advancement Andy Wilson, and WKCTC Director of Marketing and Communications Whitney Walker.

WKCTC has produced programming on Comcast channels 2 and 11 for the City of Paducah since 1986.

When the City provides funds to an organization, we prepare a simple Contract for Services agreement that describes the public services the organization will provide as a result of receiving City funds.

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

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

Communications Plan:

Funds Available: Account Name: Cable Authority Services

Account Number: 102811 523070

Staff Recommendation: Authorize the Mayor to enter into one-time Contract for Services by and between the City of Paducah, West Kentucky Community & Technical College (WKCTC), and Paducah Junior College for a total of \$85,000 for the operation of the public and governmental access channels by WKCTC.

Attachments:

1. MO - contract – WKCTC Public Government Access Channels 2024-2027

2. WKCTC-Contract-FY2024-2025-rev

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE AND PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$85,000 FOR THE OPERATION OF THE PUBLIC AND GOVERNMENT ACCESS CHANNELS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with West Kentucky Community & Technical College and Paducah Junior College, Inc. in the amount of \$85,000 for the operation of the Public and Government Access Channels (Comcast Channels 2 and 11). This contract shall have an effective date of July 1, 2024. In the event the terms of the contract remain the same, it shall automatically renew annually for an additional two years with a termination date of June 30, 2027, with a provision for a 5% increase in each of the two subsequent years.

SECTION 2. This expenditure shall be charged to the Cable Authority Account No.10002811 523070

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, October 8, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, October 8, 2024

\\mo\ contract – WKCTC Public Government Access Channels 2024-2027

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES IS BY AND BETWEEN THE CITY OF PADUCAH, WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE AND PADUCAH JUNIOR COLLEGE FOR THE OPERATION OF THE PUBLIC AND GOVERNMENTAL ACCESS CHANNELS BY WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE

WHEREAS, television is a primary mode of communication that serves the local interests of a community and its government and;

WHEREAS, West Kentucky Community & Technical College, hereinafter referred to as the "College", has since 1986 produced Public, Educational, and Governmental (PEG) programming on Comcast Channels 2 and 11, and;

WHEREAS, the City of Paducah, hereinafter called "City", wants to support public access television, and;

WHEREAS, the PEG channels are provided through the cable television franchise agreement, hereinafter called the "Franchise Agreement", between the City and Comcast of the South, hereinafter called the "Franchisee"; and

WHEREAS, in conformity with the provisions of the Franchise Agreement, the City has the authority over the content of the programming carried on the PEG channels; and

WHEREAS, the College has TV production personnel, equipment, and facilities to provide City and County meeting coverage on Government Access Channel 11, with all cablecasting on Channel 11 of a governmentally related nature, and;

WHEREAS, the College has TV production personnel, equipment, and facilities to coordinate and facilitate educational, non-profit, and community groups the use of the Channel 2 access channel; and

WHEREAS, Paducah Junior College, Inc., hereinafter referred to as the "Foundation", functions as the Foundation for WKCTC, it is agreed that the contract, for monetary purposes, will exist between the City and the Foundation.

NOW THEREFORE, it is agreed as follows:

- (1) The College will operate for and on behalf of the City the Governmental Access Channel under the terms and conditions as set out herein:

a. Scope of work:

- i. Live telecasting of all formal City Commission Meetings, Workshops and Planning Commission Meetings.
- ii. Maintain Bulletin Board, including times and dates for governmental events and activities.
- iii. City related productions for Fire and Police Departments, and other departments or programs as requested by the City.
- iv. Coverage of special events of interest to the general public.
- v. Special Governmental Forums, and Public Hearings requested by the City, Legislative Forums, and Candidate Forums.
- vi. Video fillers on City Services as requested.
- vii. Video dubbing services.

- viii. Technical service as necessary to complete above stated functions.
- ix. Programming of City productions on Channel 11.

b. City Hall Equipment:

- i. The College will operate and maintain City owned equipment housed at City Hall, keeping the equipment in a good state of repair.
- ii. The City, the Foundation, and the College agree to annually review the condition of the equipment and replacement needs. Annually, the College will prepare and present to the City requests for funds to purchase major capital equipment items.
- iii. The City shall not hold the College responsible for normal wear based on reasonable use.

(2) Public Access Channel

The College and its television department will provide public access service in accordance with the mission statement which is to provide quality public educational and governmental access locally on cable television and globally online, assist in the promotion of the College, and provide multimedia services to the College.

(3) Payment

- a. For the above services, the City will fund to the Foundation \$85,000 from the City's FY2025 Budget. Beginning in City of Paducah Fiscal Year 2026, the payment shall increase by 5% annually and continue until June 30, 2027, to account for inflation and the rising cost of services provided by the Foundation. The City shall appropriate and remit funds to the Foundation by December 31st of each year upon receipt of invoice.
- b. Failure of any party to fulfill this responsibility can constitute notice of termination.

(4) Term and Termination

- a. The terms of this contract shall be in full force and effect from July 1, 2024, to June 30, 2025, unless mutually amended, in writing, by the parties.
- b. Each year as part of the City Budget Review, the City will review services provided by and the needs of the College to determine if changes are appropriate.
- c. If no changes are made in the funding allocation in the City Budget or the terms of this Contract for Services, each party's obligations shall automatically renew each year and remain in effect until June 30, 2027.
- d. Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

(5) Accounting

- a. The College shall continue to conduct all accounting, payroll, and financial management of television department operations.
 - b. The College shall provide the City and Authority a yearly report of the television department's operations and shall supply the City a copy of the PJC annual audit.
- (6) This Contract for Services shall be binding on any successor of the college.
- (7) This Contract for Services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

This Contract for Services shall be in effect from the signatory date or as mutually agreed by the parties.

Chairman, Paducah Junior College
Board of Trustees

Date

Mayor, City of Paducah

Date

President, West Kentucky Community & Technical
College

Date

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Crittenden County Volunteer Fire Department

Category: Municipal Order

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

Background Information: On September 18, 2024, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Crittenden County Volunteer Fire Department.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - agree-fleet maintenance services – Crittenden County VFD
2. Crittenden Co VFD_agreement
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

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

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

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

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

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

Shop Hourly Labor Rate

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

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

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, October 8, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, October 8, 2024

mo/agree-fleet maintenance services – Crittenden County VFD

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

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

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

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

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: Daniel Newcomb

Title: Captain

Date: 9-18-24

246362

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

Shop Hourly Labor Rate Sheet

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

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Friedman Lane Pipe Replacement Project – Purchase of Reinforced Concrete Pipe from Infrastructure Precast, Inc. for \$73,728.00

Category: Municipal Order

Staff Work By: Brandy Topper-Curtis, Melanie Townsend

Presentation By: Greg Guebert

Background Information: The Engineering Department published an Invitation for Bids for reinforced concrete pipe related to the Friedman Lane Pipe Replacement Project in the Paducah Sun on September 26, 2024. Bids were due on October 3, 2024. The Department received one (1) bid packet.

Infrastructure Precast, Inc.- \$288.00 per LF

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

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

Communications Plan:

Funds Available: Account Name: Stormwater Materials

Account Number: 10003307 539200

Staff Recommendation: Authorize the Finance Department to pay \$73,728.00 to Infrastructure Precast, Inc. for reinforced concrete pipe for the Friedman Lane Pipe Replacement Project.

Attachments:

1. MO - contract – Infrastructure Precast, Inc. – Friedman Lane Pipe Replacement Project
2. ICast_bid docs
3. Concrete pipe bid sign in set

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF INFRASTRUCTURE PRECAST, INC., FOR SALE TO THE CITY OF PADUCAH REINFORCED CONCRETE PIPES RELATED TO THE FRIEMAN LANE PIPE REPLACEMENT PROJECT IN THE TOTAL AMOUNT OF \$73,728, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Infrastructure Precast, Inc., in the amount of \$73,728 (\$200 per LF) for sale to the City of Paducah reinforced concrete pipe for use for the Friedman Lane Pipe Replacement Project. Said bid was the only bid received on October 3, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Infrastructure Precast, Inc. for the purchase of reinforced concrete pipes to be used in the Friedman Lane Pipe Replacement Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid, and the Finance Director is authorized to make payment to Infrastructure Precast, Inc., in the amount of \$73,728 for the purchase of said concrete pipes.

SECTION 3. This purchase shall be charged to Stormwater Materials, Account Number 10003307 539200.

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

**CITY OF PADUCAH
ENGINEERING DEPARTMENT**



**SPECIFICATIONS FOR
REINFORCED CONCRETE PIPE**

SEPTEMBER 2024

PUBLIC NOTICE

The City of Paducah Engineering Department will receive bids for **Reinforced Concrete Pipe** at 2:00 p.m. on Thursday, October 3, 2024. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of specifications may be obtained at the Engineering Department's office located in City Hall or from btopper@paducahky.gov. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

PUBLISH ONCE: Under Legal Notice – Thursday, September 26, 2024

AFTER RECEIPT: Please email Melanie Townsend at mtownsend@paducahky.gov to verify placement of ad

INVOICE: City of Paducah Engineering Department

VIA EMAIL: The Paducah Sun

INVITATION TO BID

RECEIPT OF PROPOSALS

The City of Paducah Engineering Department will receive bids for Reinforced Concrete Pipe at 2:00 p.m. CST on **Thursday, October 3, 2024**. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

Bid Documents shall be sealed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," to guard against premature opening of the bid. Each bid shall be addressed to the Engineer and delivered at the address given in the invitation to bid on or before the day and hour set for the opening of bids. The bidder is responsible for ensuring his bid is received on time and properly labeled. The Owner will not be responsible for premature opening of a bid that is not properly addressed and identified.

No electronic, faxed bid, telegraphic bid, or telegraphic modifications of a bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Late bids will be returned to the sender unopened.**

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the Engineering Department's office in City Hall or by emailing btopper@paducahky.gov to request a digital copy.

Specifications are on file at the following locations:

City of Paducah
Engineering Department
City Hall, 300 South 5th St.
Paducah, Kentucky 42001
www.paducahky.gov

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest bid price in accordance with the specifications**.

CONTRACT TIME

The contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for 90 days. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

INFORMATION FOR BIDDERS

BIDS

All competitive sealed bids and purchasing procedures shall be in accordance with the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted using forms supplied by the City of Paducah. The wording of the Bid Form or Bid Proposal shall not be changed. Bids submitted on other forms shall be rejected. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the bidder's signature.

Bid Documents shall be sealed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," to guard against premature opening of the bid. Each bid shall be addressed to the Engineer and shall be delivered at the address given in the invitation to bid on or before the day and hour set for the opening of bids. It is the bidder's sole responsibility to see that his bid is received on time and properly labeled. The Owner will not be responsible for premature opening of a bid that is not properly addressed and identified.

No electronic, faxed bid, telegraphic bid, or telegraphic modifications of a bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Late bids will be returned to the sender unopened.**

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **Email** for interpretation no later than **12:00 noon CST on Friday, September 27, 2024**, to the Attention of:

Brandy Topper-Curtiss, Engineering Assistant III
Engineering Department
EMAIL – btopper@paducahky.gov

Following receipt of all comments on the aforementioned day, interpretations and/or corrections will be made by Addendum. The Addendums will be emailed to each bidder of record, with the Bidder being required to acknowledge receipt.

BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform his obligations under the Contract

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

CAMPAIGN FINANCE LAWS STATEMENT

In accordance with KRS 45A.395, all Bidders shall complete the sworn statement made under penalty of perjury that the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth, pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342; and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

In accordance with KRS 45A.343, prior to the execution of the Contract, the Successful Bidder and the Sub-Contractors shall reveal any final determination of a violation within the previous five (5) year

period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342. **Failure to reveal a final determination of a violation or to comply with the statute for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts.**

NON-COLLUSION CERTIFICATION

Each Bidder shall file a Non-Collusion Certification executed by, or on behalf of the person, firm, association, or corporation with the Bid Proposal certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. **Failure to submit the executed notarized Non-Collusion Statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.**

CONFLICTS, GRATUITIES AND KICKBACKS

The Owner shall adhere to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

BID PRICES - UNIT PRICES

Contract Unit Prices shall begin upon execution of the contract.

The unit price for each of the several items in the Proposal of each Bidder shall include its pro-rata share of overhead and profit. Bid Prices shall include any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

QUANTITIES

The City guarantees no minimum quantities.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud, very bid received within the time set for receiving bids, irrespective of any irregularities therein. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. **The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.**

WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written request 24 hours or more prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder who submits the responsive bid of the lowest bid price in accordance with the specifications.**

PREFERENCE TO LOCAL MATERIALS AND LABOR

Preference will be given to local resident bidders for the purchase of local materials and to the employment of local labor if price and other factors within the bids received are equal.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference

given or required by the state of the non-resident bidder. **The bidder shall indicate the state of residence on the Bid Proposal. The non-resident bidder shall indicate also if any preference is given by the Bidder's state.** The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

TAX EXEMPT

The City of Paducah is exempt from the payment of any federal excise tax or any Commonwealth of Kentucky Sales Tax. All items to be purchased by the Owner is exempt from the payment of any federal excise tax or any Commonwealth of Kentucky Sales Tax. The Bid Price must be net, exclusive of taxes for purchase of items by the City. The City of Paducah's tax exempt number is CT73-100. The Contractor's purchase of materials for Projects financed with public funds is subject to sales tax at the time of purchase.

LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. Information regarding business license can be obtained at the City's website: www.paducahky.gov.

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor must ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 90 days.

ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after invoice receipt.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

APPEAL PROCESS

Any bidder may protest the decision of the Owner to refusal to allow withdraw of a bid, determination of non-responsibility, or the decision to award a contract by submitting a protest in writing to the City Manager no later than ten (10) days after the refusal to allow withdraw of a bid, determination of non-responsibility, or the award of contract. The written protest shall include the basis for the protest and the relief sought. The City Manager shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

REINFORCED CONCRETE PIPE

Proposal of Infrastructure Precast, Inc.

(hereinafter called Bidder), organized and existing under the laws of Kentucky

(state) and doing business as ICast*, as

applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish Reinforced Concrete Pipe in accordance with the specifications and other contract documents prepared by the City Engineering Department at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bid prices shall begin upon execution of the contract.

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on receipt of a purchase order supplied from the City of Paducah.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	38"x60" HERCP CL 3 w/ gaskets	LF	\$ <u>288.00</u>
2.	Delivery	LS	\$ <u>-</u>

ATTACHMENTS REQUIRED:

1. Bidder's Required Certifications Affidavit Signed and Notarized.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that

gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Infrastructure Precast, Inc.

BY: Sam Ross DATE: 9/25/24

TITLE: President

ADDRESS: Po Box 27
Hartford, KY 42347

PHONE: (270) 363-2238 FAX: (270) 298-7424

CELL PHONE: (270) 256-4952 E-MAIL: Sam@iprecastinc.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 47-4341245

KENTUCKY STATE REGISTRATION NUMBER: _____

CITY OF PADUCAH BUSINESS LICENSE NUMBER: _____

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

REINFORCED CONCRETE PIPE

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **STATE TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any state taxes or fees** owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

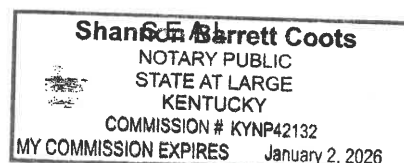
Signature: [Signature]
Printed Name: Jon Ross
Title: President
Company: iCast
Date: 9/25/24

STATE OF Ky)
COUNTY OF Ohio)

The foregoing instrument was sworn to and acknowledged before me this 25th day of September, 2024 by Jon Ross, President (title) of Infrastructure Precast INC (Name of Company).

My commission expires: 11/2/26

[Signature]
Notary Public, State at Large



**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

REINFORCED CONCRETE PIPE

THIS AGREEMENT, made this _____ day of _____, 2024 by and between the **CITY OF PADUCAH**, hereinafter called the **CITY**, and _____, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor agrees to furnish all the specified pipe as priced in the bid description.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 90 days.

ARTICLE 3. THE CONTRACT SUM

Contract Unit Prices shall begin upon execution of this Agreement.

REINFORCED CONCRETE PIPE UNIT PRICES

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	38"x60" HERCP CL 3 w/ Gaskets	LF	
2.	Delivery	LS	

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after the invoice is received by the City of Paducah.

IN WITNESS WHEREOF:

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

VENDOR

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____

George Bray, Mayor

TITLE _____

ADDRESS:

ADDRESS:

Post Office Box 2267

Paducah, Kentucky 42002-2267

City Hall Commission Chamber

[illegible]

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the County Priority Projects Program

Category: Municipal Order

Staff Work By: Melanie
Townsend, Hope Reasons
Presentation By: Greg Guebert

Background Information: The Kentucky State Legislature appropriated \$20M in the 2024-2026 biennial state budget to fund projects within the County Priority Projects Program. Cities are also eligible to apply for these funds to be used for street resurfacing and repair. The Legislature will select projects in the 2025 session and fund them in FY26.

The City of Paducah Engineering Department wishes to apply for funds to supplement the Street Rehabilitation Program budget in FY26.

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

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

Communications Plan:

Funds Available: Account Name: MAP

Account Number: 23002217 542270

Staff Recommendation: Authorize the Engineering Department to apply to the Kentucky Transportation Cabinet for the County Priority Projects Program and authorize the Mayor to execute any and all grant documents related to the same if awarded.

Attachments:

1. MO - app-Kentucky Transportation Cabinet – County Priority Projects Program
2. TC 20-41

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A KENTUCKY TRANSPORTATION CABINET GRANT FOR THE COUNTY PRIORITY TO SUPPLEMENT THE STREET REHABILITATION PROGRAM BUDGET FOR FY26.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to apply for a Kentucky Transportation Cabinet for the County Priority Projects Program to supplement the Street Rehabilitation Project Program for FY26.

SECTION 2. There is no match required for this grant. After applying the grant award, the remainder of the rehabilitation project funding will be paid through MAP, Account Number 2300 2217 542270

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, October 8, 2024

Recorded by Claudia S. Meeks, Assistant, City Clerk, October 8, 2024

\\mo\grants\app-Kentucky Transportation Cabinet – County Priority Projects Program

COUNTY PRIORITY PROJECTS PROGRAM

SECTION 1: REQUESTOR INFORMATION

NAME		CONTACT PERSON	
MAILING ADDRESS		PHONE	FAX
EMAIL ADDRESS		DATE SUBMITTED	

SECTION 2: NATURE OF REQUEST

Type of Request (Mark all that apply.)			Those Affected
☐ Resurfacing	☐ Economic Development	☐ Emergency	Number of constituents _____
☐ Patching	☐ Hazardous Conditions	☐ Other: _____	Number of local businesses _____

SECTION 3: JUSTIFICATION

Explain in detail the nature of the funding request, highlighting the impact this project will have on each type of request specified above (i.e., safety, repairs, etc.).

SECTION 4: DETAILS OF REQUEST

Pictures ☐ Yes ☐ No	District Evaluation ☐ Yes ☐ No	Calculations:
		Project estimate _____
		Less:
		Public Sector Contribution _____
		Private Sector Contribution _____
		Total Remaining Need/ Contribution Requested _____

SECTION 5: REQUESTOR SIGNATURE

PRINTED NAME	SIGNATURE	DATE SIGNED

COUNTY PRIORITY PROJECTS PROGRAM

Priority No. 1	ROAD NAME	ROAD NO.	LENGTH OF PROJECT (miles)	ESTIMATED COST
	LOCATION OF PROJECT (where project begins & ends)			
	Type of Request ☐ Resurfacing ☐ Economic Development ☐ Emergency ☐ Patching ☐ Hazardous Conditions ☐ Other			
	DATE OF LAST WORK COMPLETED ON ROAD _____			
Priority No. 2	ROAD NAME	ROAD NO.	LENGTH OF PROJECT (miles)	ESTIMATED COST
	LOCATION OF PROJECT (where project begins & ends)			
	Type of Request ☐ Resurfacing ☐ Economic Development ☐ Emergency ☐ Patching ☐ Hazardous Conditions ☐ Other			
	DATE OF LAST WORK COMPLETED ON ROAD _____			
Priority No. 3	ROAD NAME	ROAD NO.	LENGTH OF PROJECT (miles)	ESTIMATED COST
	LOCATION OF PROJECT (where project begins & ends)			
	Type of Request ☐ Resurfacing ☐ Economic Development ☐ Emergency ☐ Patching ☐ Hazardous Conditions ☐ Other			
	DATE OF LAST WORK COMPLETED ON ROAD _____			
Priority No. 4	ROAD NAME	ROAD NO.	LENGTH OF PROJECT (miles)	ESTIMATED COST
	LOCATION OF PROJECT (where project begins & ends)			
	Type of Request ☐ Resurfacing ☐ Economic Development ☐ Emergency ☐ Patching ☐ Hazardous Conditions ☐ Other			
	DATE OF LAST WORK COMPLETED ON ROAD _____			

(Attach additional pages if necessary.)

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Acceptance of Permanent Utility Easement from Owner of Property located at 723 Cruse Avenue
- **M. TOWNSEND**

Category: Ordinance

Staff Work By: Melanie
Townsend
Presentation By: Melanie
Townsend

Background Information: A stormwater line was discovered after an alley between 695 and 723 Cruse Avenue was closed. The property owner, TC-3 LLC, offers a permanent utility easement to allow the city to access the stormwater line for future repairs, replacements, or removal.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an Ordinance authorizing the acceptance of a Permanent Utility Deed on behalf of the City of Paducah from TC-3 LLC.

Attachments:

1. ORD - Permanent Utility Easement - 723 Cruse Avenue
2. TC 3 LLC utility easement_DB 1506 PG 741
3. TC 3 LLC - stormwater easement plat

ORDINANCE NO. 2024-_____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN
EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND TC-3
LLC, OWNER OF PROPERTY LOCATED AT 723 CRUSE AVENUE

WHEREAS, By Ordinance No. 2022-10-8750 dated October 11, 2022, the City of Paducah closed a 20' Wide, 192' Long Alley West Of Cruse Avenue Between North 32nd Street And Marianne Drive; and

WHEREAS, after this closure, a stormwater line was discovered between 695 and 723 Cruse Avenue;

NOW, THEREFORE, The property owner, TC-3, LLC, offers a permanent utility easement to allow the City to use access to the stormwater line for future repairs, replacements or removal.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to accept a Permanent Utility Easement between TC-3 LLC and the City of Paducah, as attached hereto and made part hereof as Exhibit "A", for and in consideration of One Dollar and no/100 (\$1.00) for an area located on the west side of Cruse Avenue and south of Marianne Drive, and being more particularly described as follows:

STORM WATER EASEMENT - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of Cruse Avenue and south of Marianne Drive, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "**BFW KJW #3445**" (found), being 25.0 ft. west from the centerline of Cruse Avenue and approximately 646.5 ft. south of the centerline of Marianne Drive, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, 51°54'04"W a distance of 110.46 ft. to a point, said point being the TRUE POINT OF BEGINNING for said storm water easement;

Thence leaving the above said right-of-way and along the new easement line, N87°06'49"W a distance of 140.96 ft. to a point; Thence, 55°11'03"W a distance of 34.99 ft. to a point;

Thence, N84°48'57"W a distance of 40.06 ft. to a point; Thence, N1°54'04"E a distance of 33.36 ft. to a point;

Thence, N87°06'49"W a distance of 9.31 ft. to a point, said point being in the east right-of-way of a 16' alley; Thence along the east right-of-way of above said alley, 52°08'54"W a distance of 1.84 ft. to a point;

Thence continuing along the east right-of-way of above said alley, 51°10'21"W a distance of 20.01 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found);

Thence continuing along the east right-of-way of above said alley, 51°54'04"W a distance of 26.17 ft. to a point,

Thence leaving the above said alley right-of-way and along the new easement line, S84°48'57"E a distance of 63.28 ft. to a point;

Thence, N5°11'03"E a distance of 35.58 ft. to a point;

Thence, S87°06'49"W a distance of 126.81 ft. to a point, said point being in the west right-of-way of Cruse Avenue; Thence along the west right-of-way of Cruse Avenue, N1°54'04"E a distance of 15.00 ft. to the TRUE POINT OF **BEGINNING**.

The above described Tract contains 3,684.4 square feet (0.085 acres).

The above described Tract is over and across the TC-3, LLC property (recorded in Deed Book 1343, Page 356 and Deed Book 1463, Page 169

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, September 17, 2024

Adopted by the Board of Commissioners, _____

Recorded by Claudia S. Meeks, Assistant City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\Permanent Utility Easement – 723 Cruse Avenue

EXHIBIT “A”

741

This document prepared by:



Lisa H. Emmons
Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT dated the 23 day of August, 2024, by and between TC-3 LLC, a Kentucky limited liability company, of 2201 Broadway, office, Paducah, KY 42001, hereinafter referred to as Grantor, and THE CITY OF PADUCAH, KENTUCKY, 300 South 5th Street, P.O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as Grantee.

WITNESSETH:

For consideration paid to Grantor in the sum of One dollar (\$1.00), the receipt of which is hereby acknowledged by Grantor, said Grantor hereby grants, sells and conveys to Grantee a permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a storm water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced storm water line. Said perpetual and permanent easement is located within McCracken County, Kentucky and is better defined as follows:

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Cruse Avenue and south of Marianne Drive, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (found), being 25.0 ft. west from the centerline of Cruse Avenue and approximately 646.5 ft. south of the centerline of Marianne Drive, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, 51°54'04"W a distance of 110.46 ft. to a point, said point being the TRUE POINT OF BEGINNING for said storm water easement;

Thence leaving the above said right-of-way and along the new easement line, N87°06'49"W a distance of 140.96 ft. to a point; Thence, 55°11'03"W a distance of 34.99 ft. to a point; Thence, N84°48'57"W a distance of 40.06 ft. to a point; Thence, N1°54'04"E a distance of 33.36 ft. to a point;

Thence, N87°06'49"W a distance of 9.31 ft. to a point, said point being in the east right-of-way of a 16' alley;

Thence along the east right-of-way of above said alley, 52°08'54"W a distance of 1.84 ft. to a point;

Thence continuing along the east right-of-way of above said alley, 51°10'21"W a distance of 20.01 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found);

Thence continuing along the east right-of-way of above said alley, 51°54'04"W a distance of 26.17 ft. to a point,

Thence leaving the above said alley right-of-way and along the new easement line, S84°48'57"E a distance of 63.28 ft. to a point;

Thence, N5°11'03"E a distance of 35.58 ft. to a point;

Thence, S87°06'49"W a distance of 126.81 ft. to a point, said point being in the west right-of-way of Cruse Avenue;

Thence along the west right-of-way of Cruse Avenue, N1°54'04"E a distance of 15.00 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 3,684.4 square feet (0.085 acres). See Easement Exhibit attached hereto.

Being part of the same property conveyed to TC-3, LLC, a Kentucky limited liability company, by deed dated May 8, 2017, of record in Deed Book 1343, Page 356; deed dated July 22, 2022, of record in Deed Book 1463, page 169, and deed dated November 4, 2022, of record in Deed Book 1470, Page 569, all in the McCracken County Clerk's office.

The Grantee is granted the additional rights, privileges and uses in connection with the above stated purposes as follows:

1. Grantor shall not erect or install any permanent improvements upon the land described in this easement.
2. The rights of ingress and egress over, along, under and across areas of the real property of Grantor as may be necessary or useful for the construction, maintenance, repairs or replacement of the above-referenced storm water line and related appurtenances. Grantee will utilize existing drives, field roads etc. to access the storm water line and related appurtenances from public right-of-way in a manner that minimizes disturbance to Grantor's real property.
3. The right to temporarily deposit excavated earth, rock, materials and equipment associated with the construction, maintenance, repairs or replacement of the above-referenced storm water line and related appurtenances.

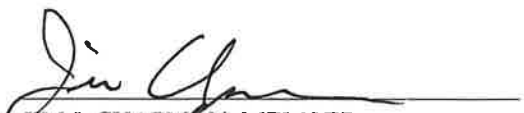
In the event that the initial construction or subsequent use, maintenance, repair, or replacement work by Grantee and/or its subcontractors disturbs or damages Grantor's property, Grantee shall be responsible to restore

Grantor's property to a similar condition which existed prior to the disturbance by Grantee and/or its subcontractors. Restoration shall be performed by Grantee and/or its subcontractors in a reasonable manner and the extent and completion thereof will be mutually acceptable to both Grantor and Grantee. Grantee shall not be responsible for restoration resulting from disturbances or damages by others.

To have and to hold the aforesaid utility easement together with its rights, privileges and uses unto Grantee with covenant of general warranty.

WITNESSES the hands of the Grantor as of the day and date above written.

TC-3 LLC, a Kentucky limited liability company


JIM J. CHAPMAN, MEMBER

STATE OF (KENTUCKY)
COUNTY OF (McCRACKEN)

The foregoing instrument is acknowledged before me this 23rd day of August, 2024, by Jim J. Chapman, Member, of TC-3 LLC, a Kentucky limited liability company, on behalf of said limited liability company, Grantor.



KYNP15339

Notary Public, State at Large

Notary ID #

My Commission expires:

09/18/2024

Sarah M. Peeler, Notary Public
State At Large, Kentucky
My Commission Expires: 09/18/2024
Notary ID: KYNP15339

DOCUMENT NO: 699986
RECORDED: August 23, 2024 10:07:00 AM
TOTAL FEES: \$50.00
COUNTY CLERK: JAMIE HUSKEY
DEPUTY CLERK: CARA WALKER
COUNTY: MCCRACKEN COUNTY
BOOK: D1506 PAGES: 741 - 743

ROWLETT ADDITION TO
THE CITY OF PADUCAH

ROBERT & DARONDA TYLER
DEED BOOK 1061, PAGE 279
PLAT BOOK A, PAGE 252
(LOT NO. 10, 11, AND 12)

±646.5' TO
CENTERLINE
OF MARIANNE
DRIVE

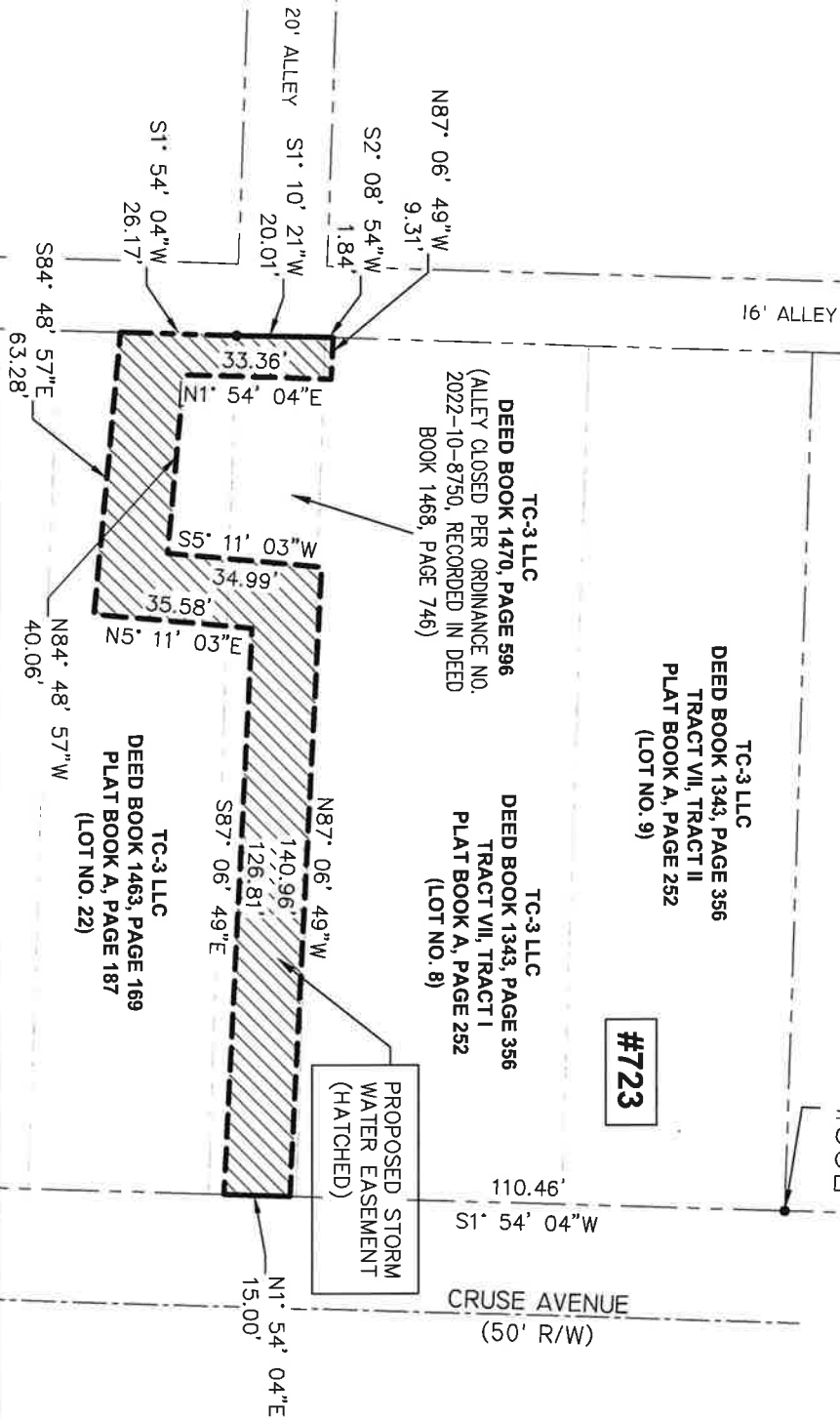
TC-3 LLC
DEED BOOK 1343, PAGE 356
TRACT VII, TRACT II
PLAT BOOK A, PAGE 252
(LOT NO. 9)

#723

TC-3 LLC
DEED BOOK 1470, PAGE 596
(ALLEY CLOSED PER ORDINANCE NO.
2022-10-8750, RECORDED IN DEED
BOOK 1468, PAGE 746)

TC-3 LLC
DEED BOOK 1343, PAGE 356
TRACT VII, TRACT I
PLAT BOOK A, PAGE 252
(LOT NO. 8)

CRUSE AVENUE
(50' R/W)



BASED ON KENTUCKY STATE
PLANE COORDINATE SYSTEM
(SINGLE ZONE)



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270-443-1992
968 DOUGLASS BRIDGE RD.
PADUCAH, KY 42003
PHONE: 270-443-1992

403 N. COURT STREET
MARIANNE, IL 62958
PHONE: 618-971-7190
907 ARBOR RD., SUITE 2
MARIANNE, KY 42071
PHONE: 270-530-4283

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PROJECT NO.
22357

DATE
3/21/24

DRAWN BY
KNM

SCALE
1" = 40'

EASEMENT EXHIBIT

STORM WATER EASEMENT
PROPERTY OF TC-3 LLC
CRUSE AVENUE
PADUCAH, KENTUCKY

SHEET

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Adopt a new Interlocal Agreement for the Paducah/McCracken County Geographic Information System.” **M. SMOLEN**

Category: Ordinance

Staff Work By: Eric Stuber,
Dallas McKinney
Presentation By: Michelle
Smolen

Background Information: On March 9, 1999, City of Paducah, McCracken County, Paducah Water Works, and Paducah Power executed an agreement to establish the McCracken County and Paducah Geographic Information System Consortium (“Original Agreement”). Since the execution of the Original Agreement, JSA and Paducah-McCracken 911 Service (hereinafter “911”) joined through separate addendums which were incorporated into the Original Agreement.

The McCracken County PVA (PVA) was approached to determine whether they would be interested in joining the consortium because they maintain records, specifically the parcel characteristics and owner information, that all consortium members would benefit from. In addition, the PVA pays \$50,000 per year to fly aerial imagery every 2 years and provides that aerial imagery to consortium members at no cost and has done so for the last 4 years.

The PVA stated that their barrier to joining the consortium is the initial funding requirement of \$120,000. However, the GIS Steering committee discussed and determined that the aerial imagery that they have provided to the consortium members to date has far exceeded \$120,000 and that we would recommend allowing the PVA to join for in-kind services.

Because PVA wishes to join as a Participating Agency with in-kind services rather than a one-time initial payment, a new Agreement allowing such is necessary. This Agreement largely incorporates the terms of the Original Agreement and its various addendums, as well as new and additional terms agreed upon by the Participating Agencies.

The other material change to the interlocal agreement is the removal of 2 at-large members from the GIS Steering Committee; one appointed by the City of Paducah and one appointed by the McCrackenc County Fiscal Court.

Historically, the City and County are unable to find citizens willing to serve on the steering committee because the committee is largely an internal operational committee that at-large members find no benefit from and therefore do not attend meetings. This can cause issues with the committee's ability to have a quorum in order to conduct business.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to sign an interlocal agreement to establish Paducah/McCracken County Geographic Information System.

Attachments:

1. ORD - ILA - GIS
2. 9.19 AGREEMENT TO ESTABLISH PADUCAH MCCRACKEN COUNTY GIS 2024 (002)

ORDINANCE NO. 2024 -10-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATIVE AGREEMENT WITH McCRACKEN
COUNTY FISCAL COURT, PADUCAH WATER WORKS, PADUCAH
POWER SYSTEMS, PADUCAH McCRACKEN COUNTY JOINT
SEWER AGENCY, AND McCRACKEN COUNTY PROPERTY
VALUATION ADMINISTRATOR FOR THE PROVISION AND
MAINTENANCE OF THE GEOGRAPHIC INFORMATION SYSTEM
FOR THE MAPPING OF McCRACKEN COUNTY

WHEREAS, McCracken County, City of Paducah, Paducah Water, Paducah Power and Paducah-McCracken County Joint Sewer Agency have previously entered into an interlocal agreement forming a MAP~GIS Consortium whereby the members coordinate their efforts in the development and maintenance of a Geographic Information System (GIS) for the mapping of McCracken County, Kentucky; and

WHEREAS, GIS is recognized as a tool for accomplishing resource efficiency and collaborative data development in McCracken County and serves a valid public purpose; and

WHEREAS, GIS has become an integral part of the operations of its members; and

WHEREAS, the members desire to add McCracken County Property Valuation Administrator as a member to this Agreement in exchange for the provision of in-kind services; and

WHEREAS, PVA wishes to join as a Participating Agency with in-kind services as consideration therefor.

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

Section 1. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah, McCracken County Fiscal Court, Paducah Water, Paducah Power, Paducah McCracken County Joint Sewer Agency and McCracken County Property Valuation Administrator, a copy of which is attached hereto. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents and inhabitants of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement with such changes in the Interlocal Cooperative Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Cooperative Agreement by such official.

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.

GEORGE BRAY, MAYOR

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, October 8, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

AGREEMENT TO ESTABLISH PADUCAH/McCRACKEN COUNTY GEOGRAPHIC INFORMATION SYSTEM

This Agreement to establish a Paducah/McCracken County Geographic Information System between and among the City of Paducah ("City"), the McCracken County Fiscal Court ("County"), Paducah Water Works ("Water Works"), Electric Plant Board of the City of Paducah, Kentucky, d/b/a Paducah Power System ("Paducah Power"), Paducah McCracken County Joint Sewer Agency ("JSA"), and McCracken County Property Valuation Administrator ("PVA") (hereinafter collectively referred to as "Participating Agencies") (hereinafter referred to as the "Agreement") is entered into and is effective as of this the ___ day of _____ 2024.

PRIOR AGREEMENT

On March 9, 1999, City, County, Water Works, and Paducah Power executed an agreement to establish the McCracken County and Paducah Geographic Information System Consortium ("Original Agreement"). Since the execution of the Original Agreement, JSA and Paducah-McCracken 911 Service (hereinafter "911") joined through separate addendums which were incorporated into the Original Agreement.

Because PVA wishes to join as a Participating Agency with in-kind services rather than a one-time initial payment, a new Agreement allowing such is necessary. This Agreement largely incorporates the terms of the Original Agreement and its various addendums, as well as new and additional terms agreed upon by the Participating Agencies.

RECITALS

A. The Participating Agencies previously determined that the public interest would be served and the efficiency and effectiveness of each of their organizations would be enhanced by the creation of a County-wide Geographic Information System ("GIS"). This continues to be the Participating Agencies' belief.

B. The Participating Agencies hereto desire to enter into this Agreement upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. STEERING COMMITTEE.

GIS shall be directed by a Steering Committee which will consist of (1) one member from each Participating Agency, appointed by each Participating Agency and for a term designated by each Participating Agency and the GIS Coordinator. The Steering Committee will strive to make unanimous decisions; however, decisions made by majority vote shall be binding.

2. GIS COORDINATOR.

The City shall employ a GIS Coordinator. The Coordinator's duties shall include but not be limited to:

- Service as Chair of the Steering Committee
- Daily operation of GIS including security, operation and maintenance of central server, and regular backup of data
- Maintenance of on-line links to GIS server
- Preparation and maintenance of GIS standards documents
- Quality control to assure that standards are maintained for all shared data
- Maintenance of base map and data series not assigned to other agencies for maintenance
- Providing base map and data files to any Participating Agency that does not have on-line access in CD or other format
- Encouraging and providing GIS materials to new users pursuant to Steering Committee guidelines and in accordance with applicable law. It will be expressly stated in written contracts with third parties that there is no warranty as to GIS data.
- Preparing update and capital expenditure plans to keep GIS current

3. **INITIAL FUNDING.**

To date, City, County, Water Works, Paducah Power, JSA, and 911 have made a one-time payment of One Hundred Twenty Thousand Dollars (\$120,000.00) cash to the City to reimburse the City for each agency's proportional costs incurred by the City for:

- Digitized aerial photos and base map
- Updating the GIS Implementation Plan
- Hardware, software, and communications equipment common to all users as identified in the updated Implementation Plan
- Coordinator's time directly attributable to work on the GIS

However, henceforth, the initial cash contribution of a Participating Agency will be set by the Steering Committee, taking into account the proposed Participating Agency's past and/or future in-kind services that such Participating Agency will make to GIS. To that end, it has been determined that PVA has provided, and will continue to provide, services to GIS such that its funding payment is hereby waived by GIS. PVA agrees to continue to provide the same or similar services that it has provided to GIS to date.

4. **SUBSEQUENT FUNDING.**

Subject to approval by the Steering Committee, each Participating Agency shall pay an annual fee and its proportionate share of personnel and operating costs, including Esri's Licensing Fees, directly attributable to GIS as well as update costs for aerials and base maps and any other costs the Steering Committee may approve. The Steering Committee may waive any such costs to

a Participating Agency if it is determined that the in-kind services provided by that Participating Agency sufficiently compensates GIS for such costs. All cash payments shall be due and payable by each Participating Agency within thirty (30) days of receipt of written request for payment. Any agency that does not make such timely payments shall be terminated pursuant to the provisions of Section 14 of this Agreement.

5. **DATA OWNERSHIP RESPONSIBILITIES.**

Each Participating Agency shall be the "owner" of map layers and data series as assigned by the Steering Committee. Each agency shall keep the data it "owns" current, maintain the data in accordance with the GIS Standards Document, and make the data available to other Participating Agencies on the GIS server.

6. **GIS PROPERTY**

All real and personal property shall be acquired by purchase, lease, or donation and shall be held in the name of the Participating Agencies for the benefit of the GIS.

7. **AUTHORITY TO CONTRACT**

The GIS Steering Committee, in consultation with the GIS coordinator, shall have the authority to set reasonable fees and enter into contracts regarding the use of GIS products and services, including use for commercial purposes. Said fees shall be based on the cost of media, mechanical processing, staff required to produce the copy, and the cost of creation and maintenance of the data. Fees for on-line access to GIS shall further be based on the cost of physical connection to the system and reasonable cost of computer time access charges. It is expressly understood and agreed that MAP-GIS shall not warrant the accuracy of any GIS data to any third party. Further, in any written agreements regarding the same, the accuracy of the GIS data shall be expressly disclaimed.

8. **SERVER AND NETWORK**

The City will establish and maintain the GIS server, on which all shared GIS data will reside, and make on-line access to such server available to each Participating Agency.

9. **ADDING PARTICIPATING AGENCIES.**

Additional public agencies, as defined by KRS 65.230, may become Participating Agencies upon execution of this Agreement and payment as established by the Steering Committee.

10. **CONTRACT PARTICIPANTS.**

Organizations that are not public agencies may have access to some or all of the GIS, may serve as owners of data series and map layers, and may appoint a member to sit as a non-voting member of the Steering Committee. Such organizations shall be called "contract participants." The scope of a contract participant's participation and fees it must pay shall be approved by the Steering Committee and defined in a written agreement between the contract participant and GIS.

11. **TERMINATION OF A PARTICIPATING AGENCY.**

Any Participating Agency may terminate its participation in GIS upon thirty (30) days written notice to the Steering Committee. Additionally, any Participating Agency that does not make timely payments for subsequent funding of GIS as outlined in Section 4 of this Agreement, shall be terminated. Terminating agencies shall receive a copy of current GIS data. No terminating agency shall have any right to a refund of any or all of its initial contribution or of any payments made for subsequent funding.

12. **TERM OF AGREEMENT.**

The term of this Agreement shall be five (5) years commencing on the effective date of this Agreement. This Agreement shall renew for additional one (1) year terms unless a majority of Participating Agencies give notice of termination of this Agreement to the Steering Committee in writing sixty (60) days prior to expiration of the then term of this Agreement.

13. **TERMINATION OF AGREEMENT.**

In the event that a majority of agencies gives notice to terminate this Agreement pursuant to this Section, the GIS Coordinator shall terminate this Agreement by providing each Participating Agency with a written notice of termination. The termination notice shall be effective thirty (30) days after written notice by the GIS Coordinator. Upon termination, each Participating Agency shall be provided a copy of current data as of the date of termination. All other assets of GIS shall be distributed based on the highest bid made by each Participating Agency and if no such bid is made, the remaining assets will be made available for public bid through procedures to be determined by the GIS Coordinator and in compliance with applicable laws. Any funds received from the sale of assets shall be distributed on a pro-rata basis to the Participating Agencies.

14. **NOTICES.**

All notices or consents made or given by either party in connection with this Agreement must be in writing to be effective and shall be deemed given if delivered personally (which includes notices given by messenger or overnight courier) or, if delivered by mail, shall be deemed given and delivered five (5) business days after being deposited in any duly authorized United States mail depository, postage prepaid, certified with return receipt requested. Any notices delivered hereunder shall be addressed to the following unless otherwise notified in accordance with this paragraph:

PADUCAH/McCRACKEN COUNTY GIS
ATTN: Steering Committee
500 Clark St.
Paducah, Kentucky 42003

CITY OF PADUCAH
ATTN: Paducah City Manager

P.O. Box 2267
Paducah, Kentucky 42002-2267

McCRACKEN COUNTY FISCAL COURT
ATTN: County Judge Executive
300 Clarence Gaines Street
Paducah, Kentucky 42003

PADUCAH WATER WORKS
ATTN: Chief Executive Officer
P.O. Box 2377
Paducah, Kentucky 42002

PADUCAH POWER SYSTEM
ATTN: Chief Executive Officer
P.O. Box 180
Paducah, Kentucky 42002

PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY
ATTN: Executive Director
621 Northview Street
Paducah, Kentucky 42001

PADUCAH McCRACKEN 911 SERVICE
ATTN: CJA Director
510 Clark Street
Paducah, Kentucky 42001

MCCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR
ATTN: Property Valuation Administrator
621 Washington Street
Paducah, Kentucky 42003

15. **INDEMNIFICATION.**

Each Participating Agency shall indemnify, hold harmless and defend the other Participating Agencies or their legally related entities and any of their directors, officers, employees, contractors and agents from and against any claim, liability, loss or costs (including reasonable attorneys' fees and costs of defense actually incurred) arising from or connected with, and in proportion to, any act or omission of each Participating Agency, any of its directors, officers, employees, contractors, agents or representatives. Each Participating Agency agrees to promptly notify the other Participating Agencies of the commencement of any litigation or the making of any claim, which can reasonably be expected to result in indemnity or contribution under the terms of this Agreement.

16. **GOVERNING LAW.**

The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Kentucky.

17. **ATTORNEY'S FEES.**

In the event any Participating Agency to the Agreement brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing Participating Agency(ies) (as determined by the court, agency, or the authority before which such suit or proceeding is commenced) may, in addition to such relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred.

18. **SEVERABILITY.**

Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

19. **CAPTIONS.**

The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to or in any way may be used to modify, explain or place any construction upon any of the provisions of this Agreement.

20. **INTEGRATION.**

This Agreement constitutes the entire understanding between and completely express the intent of the parties. This Agreement supersedes all prior discussions and agreements between the parties, including the Original Agreement, and shall not be altered or amended except in writing dated and signed by the Participating Agencies and the Steering Committee. All Exhibits and amended Exhibits shall be dated and signed by all Participating Agencies and the Steering Committee.

IN WITNESS WHEREOF, this Agreement is executed and accepted by each Participating Agency on this the _____ day of _____ 2024. Each of the Participating Agencies executing this Agreement intends to be legally bound hereby and, by execution, represents that it has the authority to enter into this binding Agreement and that its execution of this Agreement does not violate any bylaws, rules or regulations applicable to it.

City of Paducah

BY: _____

Date: _____

McCracken County Fiscal Court

BY: _____ Date: _____

Paducah Water Works

BY: _____ Date: _____

Electric Plant Board of the City of Paducah, Kentucky, d/b/a Paducah Power Systems

BY: _____ Date: _____

Paducah McCracken County Joint Sewer Agency

BY: _____ Date: _____

Paducah McCracken 911 Service

BY: _____ Date: _____

McCracken County Property Valuation Administrator

BY: _____ Date: _____

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2024, by _____ (title), City of Paducah.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____ (title), McCracken County Fiscal Court.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____ (title), Paducah Water Works.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title), Electric Plant Board of the City of Paducah, Kentucky, d/b/a/ Paducah Power System.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title),
Paducah McCracken County Joint Sewer Agency.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title),
Paducah McCracken 911 Service.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title),
McCracken County Property Valuation Administrator

My Commission expires _____.

Notary Public, State at Large

This instrument prepared by:

Stacey A. Blankenship
Keuler, Kelly, Hutchins,
Blakenship, & Sigler, LLP
100 South 4th Street, Suite 400
Paducah, KY 42001

4886-8918-6241

Approved by:

Department of Local Government

Date

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Amending Chapter 78 Personnel Ordinance - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: **Chapter 78 Personnel - Summary of Changes**

Sec. 78-31 Holidays.

Removing section (b) – Holidays are no longer handled this way. (Adjusting remaining subsections letters.)

Changes to Section (d) – Holiday pay for Part-time / Seasonal / Temporary employees

This section used to be specific to 911 employees only and is now for all non-FT employees and how holidays are paid should they be required to work on them.

Sec. 78-32 Vacation leave.

Subsection (c) – Most of this section has been removed and refers back to the collective bargaining agreement (CBA) for the twenty-four (24) hour shift employees in how vacation accruals will be handled.

The same goes for subsection (f)

Removing Section (j) – 911 employees follow vacation leave as listed for full-time employees.

Sec. 78-33. Sick leave.

Section (a) – Listing that sick may be different according to CBA, and adding language for fire shift employees.

Section (c) – Notification should follow HR-21 Sick Leave policy.

Section (g) – Remove due to CBA covering Sick Time for Fire employees.

Sec. 78-38. Annual military leave.

Defines the total amount of time for Fire employees annually based on shift work.

Sec. 78-40. Group life medical insurance.

Updates (a) to list that any different amounts would be define in CBA's for those employees. Police, Fire, and AFSCME get different amounts.

Sec. 78-61. Deferred compensation plan.

Section (a) Updating the language to include all Deferred Comp plans the City allows employees to participate in.

Sec. 78-66. Specialty pay.

Section (a) – Language added to allow Departments to define Specialty Pay for positions they represent.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve recommended text changes to Chapter 78 Personnel Ordinance.

Attachments:

1. ORD - Amending Chapter 78 - Personnel
2. Chapter 78 Personnel Summary of Changes for Meeting v2

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING CHAPTER 78 PERSONNEL, ARTICLE II BENEFITS
AND LEAVES AND ARTICLE III COMPENSATION OF THE CODE OF
ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, Chapter 78, Articles II and III of the Paducah Code of Ordinances as it currently reads is inconsistent with some of the City of Paducah's current practices relating to benefits, leaves, and compensation;

WHEREAS, the Board of Commissioners deems it necessary and in the best interest of the City to amend various provisions of Chapter 78, Articles II and III to ensure the language is in compliance with the City's current practices;

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 78 Personnel, Article II of the Paducah Code of Ordinances by amending the following sections:

Sec. 78-31. – Holidays.

- (a) The following days during each calendar year are hereby designated as holidays on which all City employees will be granted a holiday:
- (1) New Year's Eve Day;
 - (2) New Year's Day (January 1);
 - (3) Martin Luther King, Jr. Day;
 - (4) Memorial Day;
 - (5) Juneteenth National Independence Day;
 - (6) Independence Day (July 4);
 - (7) Labor Day;
 - (8) Thanksgiving Day;
 - (9) The day immediately following Thanksgiving Day;
 - (10) Christmas Eve (December 24);
 - (11) Christmas Day (December 25);

(12) One personal day;

and other holidays as may from time to time be designated by motion of the Board of Commissioners. If any of the days mentioned herein as holidays fall on a Saturday or Sunday, in such event, such holiday shall be recognized on a day, Monday through Friday, as determined by the City Commission.

(b) ~~As soon as possible after any holiday, the Police and Fire Department personnel shall be granted a leave of one (1) day to be selected by the respective head of the Police Department and Fire Department.~~

(e) ~~(b)~~ All other employees will be paid for recognized holidays not worked in an amount equivalent to eight (8) times the employee's regular hourly rate or the equivalent of one (1) day's pay. Such other employees who are required to work on a recognized holiday shall be further compensated at one and one-half (1 ½) times their straight time hourly rate. Members of the Police Department will receive double compensatory time for actual holidays worked.

(d) ~~Members of the Fire Department working as a member of a platoon performing duty in shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be given holiday time as may be scheduled with the Chief of the Fire Department with a credit of two (2) holidays per twenty-four (24) hour shift, and they shall be compensated for such holiday at their average earnings including regular and overtime pay for a fifty-six (56) hour work week.~~

(c) ~~(e)~~ Holiday pay for Part-time / Seasonal / Temporary employees of 911 Emergency Communication Service.

(1) ~~For the purpose of this subsection, a qualifying quarter of service shall be a quarter in which a part-time / seasonal / temporary employee of the City Emergency Communication Service will be paid at their overtime rate of one and one half their regular hourly rate for time that they work on a Holiday defined in Section (a) for a minimum average of thirty (30) hours of work per week.~~

(2) ~~All full-time employees of the 911 Emergency Communication Service shall be entitled to holiday pay in accordance with this section.~~

(3) ~~After completion of one (1) year of service with the Emergency Communication Service, part-time employees shall be granted holiday benefits and pay in accordance with this section for each qualifying quarter of service. For determining an employee's eligibility for holiday benefits and pay, reference shall be made to the quarter preceding the holiday in question. If the employee did not complete a qualifying quarter of service during the preceding quarter, the employee shall not be eligible for holiday benefits and pay for which the employee would otherwise be entitled.~~

(4) ~~Notwithstanding the foregoing provisions of this subsection, no part-time employee of the Emergency Communication Service shall be entitled to accrue holiday benefits until such employee has completed one (1) year of service.~~

Sec. 78-32. Vacation leave.

(a) *Generally.*

- (1) Except for uniformed members of the Police and Fire Departments, all employees shall receive vacation time as follows: During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of one hundred twenty (120) hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of one hundred sixty (160) hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of two hundred (200) hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of two hundred forty (240) hours per year.

Each member may accrue up to a maximum of four hundred (400) hours of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

- (2) An employee may accumulate up to a maximum of four hundred (400) hours of vacation at any one (1) time. Upon termination of employment, all employees shall be paid for any unused vacation leave not to exceed four hundred (400) working hours. No vacation leave shall be credited to any employee until such time as the employee has worked for the City for six (6) consecutive months, after which the vacation leave shall be credited from the date of employment.
- (3) After obtaining vacation eligibility, an employee may take vacation as may be reasonably scheduled with the employee's department director as hereinafter set forth in subsection (h) of this section, or, in the case of a department director, as may be scheduled with the City Manager.
- (4) A month in which an employee is paid for twelve (12) days or more shall be considered as a month of service.

(b) *Police Department.* All present sworn and nonsworn employees of the Police Department shall receive vacation at the rate set forth above. All members of the collective bargaining unit shall receive the rates set forth in the current agreement.

- (1) Each member may accrue up to a maximum of fifty (50) days of vacation at any one (1) time.

(c) ~~*Members of Fire Department working twenty-four (24) hour shifts.*~~ All members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty accrue Vacation as outlined in the Collective Bargaining Agreement. ~~Members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty who have less than fifteen (15) years of continuous service with the Department, and were with the Department prior to July 1, 1980, shall accrue vacation at the annual rate of seven (7) work days.~~

- ~~(1) All other members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall accrue vacation as follows: Members who have less than three (3) years' service with the Department, at the annual rate of~~

~~five (5) work days; members who have successfully completed more than three (3) years' but less than ten (10) years' service with the Department, at the annual rate of six (6) working days; members who have successfully completed more than ten (10) years' but less than sixteen (16) years' service with the Department, at the annual rate of seven (7) working days; members who have successfully completed more than sixteen (16) years' but less than twenty (20) years' service with the Department, at the annual rate of eight (8) working days; members who have successfully completed more than twenty (20) years' but less than twenty-five (25) years' service with the Department, at the annual rate of nine (9) working days; and members who have successfully completed more than twenty-five (25) years' of service with the Department, at the annual rate of ten (10) working days.~~

- (2) ~~A work day as used in this section shall mean a twenty-four (24) hour period. Such vacation shall be taken with the approval and consent of the Fire Chief. Vacation pay shall be computed at the average pay the employee would receive for the period of time covered by the vacation based on an average work week of fifty-six (56) hours. Members with less than ten (10) complete years of service shall not be allowed to accumulate vacation time. Vacation time must be taken as scheduled each year. Each member who has completed ten (10) years of service may accumulate up to a maximum of twenty-five (25) days of vacation at any one (1) time.~~
- (d) *Other members of Fire Department.* Uniformed members of the Fire Department not included in subsection (c) of this section shall receive the same vacation accrual as the employees of the City who are not uniformed members of the Police and Fire Departments. No member of the Fire Department shall receive an accrual rate for vacation than that member had on June 30, 1980, as a result of the change in vacation accrual effective July 1, 1980.
- (e) *Employees paid on hourly basis.* Regular full-time employees paid on an hourly wage basis shall receive vacation pay at their regular hourly rates, for the number of hours in their regular daily shifts for each working day while on vacation leave.
- (f) *Payment for unused leave.* Upon termination of employment, all members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be paid for any unused accrued vacation as outlined in Article 11 of the Collective Bargaining Agreement. All other all-employees except those governed by the collective bargaining agreement between the City and Firefighters' Local 168 shall be paid for any unused accrued vacation leave not to exceed fifty (50) working days.
- (g) *Accrual during leave of absence.* An employee granted a leave of absence with pay for any purpose shall continue to accrue vacation leave at the rate prescribed in this section during such absence. An employee granted a leave of absence without pay for any purpose shall not continue to accrue vacation leave while out.
- (h) *Vacation schedule.* Each department director is responsible for the shall prepare a scheduling of vacations for the entire year indicating how many employees in their department. Directors determine how many employees may be gone from work within the department at any one (1) time, and requests for vacation shall be applied for on a basis of seniority. Accrued time not originally applied for may be taken with the approval of the department director at any time. All members of the Fire Department working shifts of

twenty-four (24) hours on duty and forty-eight (48) hours off duty shall schedule vacation as outlined in the Collective Bargaining Agreement.

- (i) *Advancement of leave days.* An employee may be advanced the number of days of vacation leave that would be earned during the remainder of the current calendar year, but, if an employee is separated from employment before such advance leave is accrued under this section, the employee shall reimburse the City for the amount of unaccrued leave that was taken, and for this purpose a deduction shall be made from the employee's final payroll check.

~~(j) *Employees of 911 Emergency Communication Service.*~~

- ~~(1) For the purpose of this subsection, a qualifying quarter of service shall be a quarter in which a part-time employee of the Emergency Communication Service is paid for a minimum average of thirty (30) hours of work per week.~~
- ~~(2) All full-time employees of the 911 Emergency Communication Service shall be entitled to vacation pay in accordance with this section.~~
- ~~(3) After completion of one (1) year of service with the Emergency Communication Service, part-time employees shall accrue vacation at the rates set forth in this section for each qualifying quarter of service. The vacation will accrue at the end of each quarter, with each qualifying quarter constituting three (3) months of service. All other provisions of this section shall apply to part-time employees of the Emergency Communication Service, except as set forth herein.~~
- ~~(4) Notwithstanding the foregoing provisions of this section, no part-time employee of the Emergency Communication Service shall be entitled to accrue vacation benefits until the employee has completed one (1) year of service.~~

Sec. 78-33. Sick leave.

(a) *Generally.*

- (1) *Entitlement.* Each employee of the City regularly employed on a full-time basis, except for those covered under a collective bargaining agreement, shall be entitled to sick leave with pay. The accrual of sick leave shall be at the rate of one and one-half (1 ½) working days for each month of service for all employees except those employees who may have a different benefit applicable to their position set forth in a Collective Bargaining Agreement. ~~Police Sergeants, Investigators and Officers and Fire Captains, Lieutenants, and Firefighters who shall accrue such leave at the rate of one and one-third (1 ⅓) days per month.~~ A month in which an employee is paid for twelve (12) days or more, or a member of a platoon in the Fire Department is paid for five (5) twenty-four (24) hour periods or more, shall be considered a month of service. A day for which an employee receives workmen's compensation benefits from the City insurance carrier shall be considered a day for which the employee is paid under this section. Any employee granted a leave of absence for any other purpose shall not continue to accrue sick leave at the rate prescribed in this section during the absence.
- (2) *Retirement time purchase.* When an employee retires the City will purchase one (1) day of retirement credit for each sick day accumulated up to a maximum of one (1) year's retirement credit (two hundred forty-two (242) days). An employee must have a

minimum of fifty (50) days accrued sick time at the time of retirement to receive this benefit.

- (3) *Payment alternative.* Employees may elect the following benefit in lieu of the retirement time purchase described in subsection (a)(2) of this section:
- a. Upon retirement, employees electing the payment alternative who have over fifty (50) days of sick leave accumulated shall be paid an amount equivalent to one (1) day's regular pay for all sick days accumulated over fifty (50) days up to a maximum of seventy (70) days' pay.
 - b. Current employees who desire to select this payment alternative in lieu of the retirement time purchase benefit in subsection (a)(2) must state their desire in writing to the City Personnel Director before 4:30 p.m. June 30, 2000. Employees hired after the effective date of the ordinance from which this article is derived who desire to select this payment alternative in lieu of the retirement time purchase benefit in subsection (a)(2) of this section must state their desire in writing to the City Personnel Director within ninety (90) days of their date of employment.
 - c. Employees who select this payment alternative may accrue a maximum of one hundred fifty (150) days of sick leave. All other employees may accrue a maximum of two hundred forty-two (242) days of sick leave.
 - d. Police Sergeants, Investigators and Officers and Fire Captains, Lieutenants, and Firefighters who elect this payment alternative in lieu of the retirement time purchase described in subsection (a)(2) of this section and who have one hundred fifty (150) days of sick leave accumulated shall be paid an amount equivalent to one (1) day's regular pay for one-third ($\frac{1}{3}$) of all sick days accumulated over one hundred fifty (150) days. Payment for these sick days shall be no later than the last day of January of the following year.
- (4) *Death benefit.* If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in subsection (a)(2) of this section or the payment alternative described in subsection (a)(3) of this section.
- (b) *Use.* An employee eligible for sick leave with pay shall be granted leave for the following reasons only:
- (1) Personal illness or physical incapacity resulting from causes beyond the employee's control.
 - (2) The illness of a member of the employee's household, the employee's parents, or children, whether or not said parents or children are a member of the employee's household, that requires the employee's personal care and attendance.
 - (3) Enforced quarantine of the employee in accordance with community health regulations.
- (c) *Notification of department head.* An employee needing to use sick leave shall follow HR-21 Sick Leave Policy for notification ~~on sick leave shall inform the employee's department head of the fact and the reason therefor as soon as possible, and failure to follow policy do~~

so within the first (1st) day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

- (d) *Physician's statement for leave in excess of three (3) consecutive days.* Sick leave with pay in excess of three (3) consecutive working days for any reason shall be granted only after presentation of a written statement by a licensed physician certifying that the employee was unable to perform the duties of the employee's position. Such statements shall accompany payrolls submitted to the City Treasurer.
- (e) *Physician's statement in special cases.* In special cases, with individual employees, where the department head feels it is necessary to avoid abuse of the sick leave provisions, the department head may, with the approval of the City Manager, require that employee to submit a written statement by a licensed physician for any absence. The employee will be notified in advance that the employee will be required to submit such a statement when the employee is absent on sick leave.
- (f) *Advancement of leave.* In unusual circumstances, and with the approval of the department head and the City Manager, sick leave may be taken in advance of accrual up to a maximum of thirty (30) working days (fifteen (15) twenty-four (24)-hour shifts for Fire Department platoon members), provided that any employee separated from city employment who has been granted sick leave that is unaccrued at the time of such separation shall reimburse the City for all salary paid in connection with such unaccrued leave and, if possible, for this purpose a deduction shall be made from the employee's final payroll check.
- ~~(g) *Special provisions for Fire Department.* Members of a platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) days' sick leave for each twenty-four (24) hour shift. One (1) day of sick leave will be charged for any excused period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked the member's scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.~~

[. . .]

Sec. 78-38. Annual military leave.

All officers and employees of the City regularly employed on a full-time basis who are members of the National Guard or of any reserve component of the armed forces of the United States, or of the reserve corps of the United States Public Health Service, shall be entitled to a leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this State or of the United States under competent orders, for a period in any Federal fiscal year not to exceed that specified in this section. Such officers or employees while on such leave shall be paid their salaries or compensations for a period or periods not exceeding twenty-one (21) working days. Fire Department employees working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall have seven (7) – twenty-four (24) hour shifts.

[. . .]

Sec. 78-40. Group life and medical insurance.

- (a) The City shall provide group life and medical insurance for all full-time permanent employees of the City in accordance with applicable insurance contract specifications and as set forth and established by the City from time to time. Any benefits that differ from what the City offers non-union permanent full-time employees will be defined in the Collective Bargaining Agreements.
- (b) Upon retirement of an employee participating in the group life insurance plan, the employee may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium.
- (c) Any retiree of the Police and Firemen's Fund who elects to remain a member of the City's group health insurance shall pay the premiums attributable to that retiree, monthly, in advance. Eligibility for retirees is pursuant to the City of Paducah Medical, Prescription Drug, Vision and Dental Master Plan Document as accepted and effective July 1, 1999, and as may be amended from time to time.
- (d) Pursuant to an agreement between the City and the Fraternal Order of Police bargaining unit, the City's group life insurance policy shall contain a rider providing for double indemnity for a police officer killed in the line of duty and additional benefits for loss of limb or sight. These additional benefits shall become effective May 1, 1996.

[. . .]

SECTION 2. That the City of Paducah, Kentucky hereby amends Chapter 78 Personnel,

Article III of the Paducah Code of Ordinances by amending the following sections:

Sec. 78-61. Deferred compensation plan.

- (a) The City may hereby ~~adopts the U.S. Conference of Mayors Deferred Compensation Programs and its their attendant investment options and hereby establishes the City of Paducah Deferred Compensation Restated Plan~~ for the voluntary participation of all eligible city employees and elected officials.
- (b) The Human Resources ~~Finance~~ Director shall act as the administrator of the plan representing the City.
- (c) The Mayor is hereby authorized to execute all agreements and contracts necessary to implement the ~~restated~~ program. It is understood that, other than incidental expenses of collecting and disbursing the employee's deferrals and other minor administrative matters, there is to be no cost or contribution by the City.

[. . .]

Sec. 78-66. Specialty pay.

- (a) City employees who achieve certification, additional certification or credentials that will expand their performance in their job and have a specific value to the City may be eligible to receive specialty pay upon recommendation by the Department Director and Personnel Director and approval by the City Manager. If the City Manager determines that the City needs these skills and that funds are available then a specialty pay category may be established.
- (b) The amount of the specialty pay will be recommended by the Department Director and Personnel Director and requires approval by the City Manager.
- (c) To qualify for specialty pay the employee's certifications or credentials must be from a recognized professional organization or institution and must require a significant amount of study and expertise to achieve.
- (d) Other specialty pay for any other City employees will be defined in HR policies by department, according to each applicable position. Collective bargaining agreements will define specialty pay for any applicable positions.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by the City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

I move that the Board of Commissioners of the City of Paducah introduce an ordinance entitled “**AN ORDINANCE AMENDING CHAPTER 78, PERSONNEL ARTICLES II, BENEFITS AND LEAVE, AND ARTICLE III, COMPENSATION OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**”

This ordinance is summarized as follows:

Removing any language in either Article that conflicts with and/or is addressed by collective bargaining agreements in which the rights and/or benefits may be different than those offered to non-union employees; removing any language specific to 911 employees as such language was only applicable when 911 was a stand-alone agency; adding language that allows part-time employees who work on designated Holidays to be paid at time and one half their hourly rate; including language that requires employees to follow HR-21 Sick Leave policy when requesting sick leave; defining the total amount of time Fire Department employees working 24 hour shifts may be paid while on military leave; updating the section relating to deferred compensation plans to include all deferred plans to which the City allows its employees to participate; and adding language to allow each Department to define specialty pay.

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Amend Interlocal Agreement for Provisions of Emergency 911 Services with McCracken County. **D JORDAN**

Category: Ordinance

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: The ordinance amends the original interlocal agreement with McCracken County for the provision of 911 services to establish a Paducah-McCracken Joint 911 Parcel Fee Appeals Board which shall determine all appeals filed by property owners concerning the classification of their property. The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member. All appointees shall serve a two (2) year term of office. Each member of the Appeals Board shall receive compensation in the amount of \$200 per meeting attended for service on the Appeals Board. The members will elect a Chairperson and Vice-Chairperson every two years.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. Ord - INTERLOCAL AGREEMENT WITH COUNTY 911
2. PADUCAH-MCCRACKEN 911 SERVICE AGREEMENT

ORDINANCE NO. 2024 - ____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY
OF PADUCAH, KENTUCKY ND THE COUNTY OF MCCRACKEN,
KENTUCKY FOR THE PROVISION OF 911 SERVICES

WHEREAS, the City of Paducah, Kentucky and McCracken County, Kentucky previously determined it was in the best interest of all citizens of Paducah and McCracken County for the provision of 911 services to be served jointly by both public agencies; and

WHEREAS, it was determined that City and County have a compelling public interest in providing joint services for the benefit of all citizens and visitors of the City of Paducah and the County of McCracken, Kentucky; and

WHEREAS, City and County determined that in order to accomplish the public purposes of City and County, it is desirable and necessary for City and County to enter into an Interlocal Cooperation Agreement for the provision of 911 services which sets forth their joint mission, management plan, powers, duties and responsibilities of the joint board, funding, and administration; and

WHEREAS, pursuant to KRS 65.210 to 65.300 (the "Interlocal Cooperation Act"), the City and the County may join together to accomplish what each may accomplish individually and previously did so on _____, 2024; and

WHEREAS, subsequent thereto City and County both enacted a Parcel Fee Ordinance in which the Parties agreed to establish a Joint Appeals Board by including establishing language in the 911 Interlocal Cooperative Agreement; and

WHEREAS, as a result, the Parties have drafted a superseding Interlocal Cooperative Agreement which sets forth the establishment of a Joint Appeals Board.

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

SECTION 1. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah, Kentucky and the County of McCracken, Kentucky in the form attached hereto as Exhibit A and made part hereof. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents, inhabitants, and visitors of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. It is hereby further found that the provision establishing the Joint Appeals Board set forth in this subsequent Interlocal Cooperative Agreement complies with the Parcel Fee Ordinance provision which requires the Parties to include the establishment of the Joint Appeals Board in the Interlocal Cooperative Agreement. Consequently, the Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement.

SECTION 2. 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. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 4. 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:

Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, October 8, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

4875-6695-2327

AGREEMENT FOR PROVISION OF EMERGENCY 911 SERVICES

The City of Paducah, Kentucky, hereinafter referred to as “City”, and McCracken County, Kentucky, hereinafter referred to as “County”, independently referred to as “Party”, collectively referred to as “Parties”, agree as follows:

WHEREAS, the City and County have expressed their desire and intent to collaborate in the provision and delivery of public safety and emergency dispatching services within Paducah and McCracken County;

WHEREAS, the City completed an evaluation of dispatching services provided within Paducah and McCracken County, including an independent analysis of potential benefits available through a collaborative approach to service delivery, performed by a professional consultant specializing in public safety communication systems, namely Federal Engineering, Inc. of Fairfax, Virginia, and the County has reviewed and approved of and agreed with such evaluation;

WHEREAS, the Parties’ respective legislative bodies have expressed intent to adopt a resolution or ordinance authorizing and directing the respective administrations to proceed with the implementation of a consolidated system of emergency services dispatching;

WHEREAS, the Parties acknowledge their intent and desire to form an Agreement pursuant to the provisions of KRS 65.250, *et seq.*

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. REQUIREMENTS FOR INTERLOCAL AGREEMENT

This is an Interlocal Cooperative Agreement by and between the City of Paducah and McCracken County entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is set forth in Section II, *Mission Statement*. Its duration is set forth in Section IX, *Duration*. Its method of Termination is set forth in Section IX(C), *Withdrawal/Termination*. Its manner of administration is set forth in Section V, *Administration*. Disposition of property acquired is set forth in Section VIII, *Property*. Manner of financing is set forth in Section IV, *Funding*.

II. MISSION STATEMENT

The City and County hereby state their collective intent to collaborate in the provision of public safety communication services to all police and fire agencies and emergency management departments within Paducah and McCracken County including, but not limited to, 911 emergency dispatching, radio communications, access to criminal history/warrants information and related records management, and similar information and services generally associated with public safety/emergency communications systems.

Through this Joint Venture, the City and County shall provide efficient, reliable and quality public safety communication services to the public safety agencies and citizens of

Paducah and McCracken County. The Parties to this Agreement further acknowledge a belief that the provision of these services, via a model of integrated service delivery, will result in the most efficient and effective utilization of resources to accomplish this purpose.

This Joint Venture shall operate under the name of Paducah-McCracken 911 Service (hereinafter “911”).

III. ORGANIZATION

- A. Board.** There shall be created the Paducah-McCracken 911 Board (hereinafter “Board”).
- B. Composition of Board.** The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member.
- C. Appointment of Board Members.** All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein.
- D. Removal of Board Members.** Each appointed Board member shall be removable for “cause” due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days’ notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel.
- E. Board Compensation.** Each member of the Board shall receive compensation in the amount of \$200 per meeting attended for service on the Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget.
- F. Ethics.** All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Board members.
- G. Board Officers.** At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Board every two (2) years.
- H. Management Control of 911.** The Paducah Police Department (hereinafter “PPD”) shall serve as the “Management Control” of 911. In doing so, PPD shall be responsible for the management of 911, excepting those responsibilities specifically assigned herein to the

Board and the City's Finance Department. Responsibilities of PPD shall include, but not be limited to, the management of the National Crime Information Center ("LINK/NCIC") Database, the adoption of 911 policies and procedures relating to employment/personnel, implementing policies adopted by the Board that are in compliance with the Criminal Justice Information Services ("CJIS") Security Policies and/or Agreement, and the management of 911 employees, including but not limited to, hiring, firing, and discipline. The Chief of the Paducah Police Department or his/her designee shall serve as the "Criminal Justice Agency Director" ("CJA Director") of 911.

- I. Paducah-McCracken 911 Service User Committee.** A 911 Service User Committee (hereinafter "User Committee") shall be created which consists of Paducah's Chief of Police or his/her designee, Paducah Fire Chief or his/her designee, McCracken County Sheriff or his/her designee, the Paducah-McCracken Office of Emergency Management Director or his/her designee, one member from each of the five County Fire Protection Districts, and one member from any other customer that shall hereinafter be served by 911. The User Committee shall meet quarterly or more often, as necessary. The User Committee members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the CJA Director, as defined herein, those recommendations which the User Committee deems of significant import. The CJA Director shall consider the recommendations but is not required to implement said recommendations. However, if the CJA Director declines to implement said recommendations, the matter shall be referred to the Board for decision consistent with the provisions of IV(B)(vii).
- J. Paducah-McCracken Joint 911 Parcel Fee Appeals Board.** There shall be created the Paducah-McCracken Joint 911 Parcel Fee Appeals Board (hereinafter "Appeals Board"), which shall determine all appeals filed by property owners concerning the classification of their property. The process for appealing shall be set forth in the Parcel Fee Ordinances adopted by City and County. The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member. All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein. Each appointed Appeals Board member shall be removable for "cause" due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Appeals Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days' notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel. Each member of the Appeals Board shall receive compensation in the amount of \$200 per meeting attended for service on the Appeals Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Appeals Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget. All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Appeals Board members. At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during

the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Appeals Board every two (2) years.

IV. BOARD POWERS, DUTIES, AND RESPONSIBILITIES

A. Authority of Board. The Board shall be responsible for adopting a recommended annual operating Budget for 911, which shall be presented to the City and County by the Board Chairman no later than April 1st of each year.

B. Discharge of Duties. The Board shall discharge all duties and responsibilities conferred upon it by this Agreement in a manner serving the interests of the political entities, public safety agencies and the general public. The Board shall possess the authority, in fulfilling its duties and obligations as stated herein, to perform the following functions:

- i. Meet no less than on a quarterly basis, at dates and times that is within the discretion of the Board; the Board shall have authority to call Special-Called Meetings as necessary; a quorum shall be three (3) or more members;
- ii. Provide financial oversight, including adoption of an annual operating budget to meet the continuing expenditures of the organization;
- iii. Retain the services of consultants and other experts for purposes of upgrading equipment to operate a fully-integrated 911 dispatching facility, to the extent permitted by the operating Budget;
- iv. Ensure a User's Committee, as more accurately described herein, is in place and that its recommendations and/or concerns are considered by the CJA Director, as described in Paragraph III(I) herein;
- v. Ensure that the revenues and expenditures of 911, administered by the City's Finance Department, are audited on an annual basis by a qualified Certified Public Accountant with the Report being presented to each Party to this Agreement within ten (10) days of receipt by the Board.
- vi. Enter into User Agreements and set rates related thereto.
- vii. Make any necessary changes to 911 Policies and Procedures, with guidance from the CJA Director, that do not violate LINK and/or CJIS policies, agreements, or laws. However, the Board shall not have authority to make any changes to 911 Policies and Procedures related to issues concerning employment and/or personnel but shall have the authority to make recommendations to the Paducah Board of Commissioners with respect thereto.

C. Bi-Annual Report. The Board shall require the Board Chairman to report on a bi-annual basis to the respective Parties to this Agreement regarding matters relating to the provision of service, future plans, and general Board operations.

V. FUNDING

- A. Funding.** This Joint Venture shall be funded utilizing the following sources of revenue: (1) fees on wireless services, to the extent allowed by ordinances and Kentucky law; (2) parcel fees imposed by McCracken County and City of Paducah ordinances on real property located in McCracken County, with the Parties' fees to be the same, and with revenues to be shared equally; (3) any grants received by 911, PPD, and/or the Parties for provision of 911 Services; (4) user fees imposed on agencies (other than the Parties) utilizing the services of 911; and/or (5) any other lawful source of revenue. All 911 expenses, obligations, capital costs, and liabilities shall be shared equally by the Parties. The Parties agree that any 911 expenses, obligations, capital costs, and liabilities not paid due to a shortfall of revenue sources shall be shared equally between the Parties. Any revenues, including interest, in excess of expenses shall be retained by the City's Finance Department to be applied to 911's next Fiscal Year expenses.
- B. Collection/Remittance/Financial Administration.** Collection of parcel fees shall be the responsibility of the County for all parcels located outside the City's jurisdiction and the responsibility of the City for all parcels located within the City's jurisdiction. Collection of user fees and CMRS/wireless service fees shall be the responsibility of the City. All fees, grants, and other sources of revenue collected by either Party or any third party for the provision of 911 services shall be remitted to the City Finance Department, which shall serve as the Financial Administrator for 911 and shall be responsible for ensuring 911 expenses, liabilities, and other obligations are paid. All funds collected for the operation of 911 shall be deposited in a separate account earmarked solely for expenses, obligations, capital costs, and liabilities related to 911. The Parties agree that all revenues received and/or collected for the provision of 911 services, as described herein, shall be used solely for expenses related to the provision of 911 services.
- C. Landline Fees.** The assessment of telephone landline fees shall cease. The City and County shall abolish all landline fees after parcel fees have been assessed and sufficient revenue has been collected.
- D. Budget.** The Board shall prepare and adopt an annual operating budget for each fiscal year, appropriating anticipated revenue adequate to fund projected expenditures, consistent with the mission of the Board to be submitted to the McCracken County Fiscal Court and the Paducah City Commission by no later than April 1st of each year for approval by each respective legislative body. If the City and County are unable to reach agreement as to the operating budget prior to the applicable fiscal year, the operating Budget shall remain as last approved by the Parties until such time the Parties can reach an agreement or until the Parties terminate this Agreement pursuant to the termination/withdrawal provisions set forth herein.
- E. Board Financial Duties.** The Board shall perform, or cause to be performed, all financial activities and transactions consistent with generally accepted accounting principles and state law, including but not limited to, budgeting, procurement, fund accounting, and auditing services.

- F. Rates and Fees.** The Board shall, on no less than a yearly basis, analyze all projected revenues and expenses and make recommendations to the City of Paducah and McCracken County by no later than March 1st of each year, any proposed amendments to existing Legislative Enactments relating to Funding of 911.

VI. ADMINISTRATION

- A. Employees.** All current City 911 employees shall remain employed by the City of Paducah at their current rate of pay and shall retain their current benefits. This Agreement does not affect the terms and conditions of their employment, nor should it be construed as a waiver of their at-will employment status. In no event shall this Agreement be interpreted or construed to create an employer-employee relationship between the County and personnel providing 911 Service.
- B. CERS Obligation.** The City, as employer of 911 employees, acknowledges and accepts responsibility for the participation of any such eligible employees in the Hazardous Duty Retirement Program.
- C. Payroll and Accounting.** Payroll, employee benefits, and all attendant accounting employee functions for 911 shall be performed by the City of Paducah. Any and all costs associated with payroll, accounting, and human resources concerning 911 shall be charged to the costs of operating 911 and included in the Budget.

VII. EXPENDITURES

- A. Expenditures.** In addition to all ordinary expenses necessary for the operation of 911, the Board and the Parties shall be responsible for ensuring the following are funded:
- i. CAD, Telephony, and Recorder upgrades; and
 - ii. Upgrades to the 911 system, including, but not limited to, radios, paging systems, and new technology.
- B. Party Expenditures.** Each party shall be individually responsible for upgrades to their handheld and vehicle radios which are necessary to comply with the upgraded 911 system.
- C. Debt.** The City and County shall be equally responsible for all debt incurred by either Party for the operation of 911. The Budget proposed by the Board and adopted by the Parties shall contemplate the repayment of debt. No Party shall incur debt for the operation of 911 without the other Party's written approval.

VIII. LOCATION OF DISPATCHING FACILITY

The Paducah-McCracken 911 Service Dispatching Facility is currently located at the Emergency Communications Building at 510 Clark Street, Paducah, Kentucky, 42003. Any

decision to relocate the 911 Service Dispatching Facility to a location other than 510 Clark Street shall be made jointly by both Parties.

IX. PROPERTY

- A. Party Assets.** As of the date of execution of this Agreement, all assets relating to 911 owned by the Parties to this Agreement are listed, incorporated, and attached hereto as Exhibit A. The Parties shall retain ownership of all such assets during the pendency of this Agreement.
- B. Additional Assets.** Each Party may acquire and otherwise own personal property and equipment necessary to provide the services as enumerated herein.
- C. Joint Assets.** The Parties intend to acquire joint assets with joint funds during the pendency of this Agreement. A list of those anticipated joint assets is attached hereto as Exhibit B. The Parties agree to update Exhibit B during the pendency of this Agreement as additional joint assets are acquired. In the event of termination of this Agreement, each Party shall have the right to acquire one or more assets from the other Party. In doing so, the Parties agree to negotiate in good faith as to the current fair market value of said asset(s), taking into consideration the purchase price of the asset(s) and/or fair market value at the time of acquisition and the depreciation of said asset(s). The purchasing Party shall only be required to pay a percentage equivalent to the selling Party's pro rata contribution toward the purchase price and/or cost of the asset. For instance, if the selling Party contributed 40% of the funds used to purchase the joint asset, the purchasing Party is only required to pay the selling Party 40% of the current fair market value of the joint asset. In addition, any selling Party shall have the authority to lease any joint asset from the purchasing Party if it so chooses. The Parties agree to negotiate in good faith as to a reasonable rental payment and, in doing so, agree to set the rental payment so that such value is reasonably related to the cost of operation. In the event the Parties cannot agree to a purchase price and/or lease payment price of any joint asset at the time of termination, either Party shall have the right and/or authority to file a declaratory judgment action in McCracken Circuit Court.
- D. Assets upon Termination.** Upon termination of this Agreement, each Party shall retain ownership in the assets listed on Exhibit A and any additional assets acquired by that Party during the pendency of this Agreement.

X. INSURANCE

The City and County shall each maintain insurance against legal liability for 911 services, naming each other as additional insureds with limits of liability no less than three million dollars (\$3,000,000) per person and three million dollars (\$3,000,000) per incident. All insurance costs shall be charged to the cost of operating 911 and included in the Budget thereof.

XI. SHARED LIABILITY

It is the intent of the Parties to share equally in the liabilities associated with the operation of 911. In the event either the City or County or the officers, agents, employees and/or volunteers of the City or County are held liable for acts or omissions relating to the provision of 911 services and such liability is not paid in whole or part by insurance, the Parties agree to share equally in those uncovered losses, expenses, costs, attorney's fees, and other damages of every kind and nature for all claims, demands, and causes of action, both in law and equity, including, without limitation, third party actions and actions for contribution and/or indemnification.

XII. DURATION OF AGREEMENT

- A. Duration / Term.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term shall be for a period of five (5) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional five (5) years unless one party withdraws from and/or terminates the Agreement, as set forth herein.
- B. Amendment.** This Agreement may be amended by mutual consent of the Parties, in accordance with statutory provisions.
- C. Withdrawal/Termination.** Any Party may withdraw from and/or terminate this Agreement on June 30th of each year by providing no less than three (3) years advanced written notice to the other Party and to the Board of its intent. Notices shall be delivered to the Mayor of the City, the Judge/Executive of the County, and the Chairman of the Board.

XIII. SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

XIV. WAIVER

The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the City and County in regard to the subject matter thereof; it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

In witness whereof, each party hereto has set its hand, through its duly authorized agent pursuant to affirmative action from each respective legislative body:

AUTHORIZED REPRESENTATIVE OF THE CITY OF PADUCAH, KENTUCKY:

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

AUTHORIZED REPRESENTATIVE OF McCRACKEN COUNTY, KENTUCKY:

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: October 8, 2024

Short Title: Amend Ordinance Creating a Real Estate Parcel Fee for the Funding of 911 services, Maintenance and Equipment. **D JORDAN**

Category: Ordinance

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: The ordinance amends the real estate parcel fee ordinance creating the funding of 911 services, equipment and maintenance to update the appeals process and make minor changes to the occupied residential unit rebate form. The ordinance establishes an administrative process which authorizes City & County staff to approve an appeal on the parcel classification if sufficient evidence is provided. If no classification is deemed warranted, the appeal shall be forward to the Paducah-McCracken Joint 911 Parcel Fee Appeals Board.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. ORD PARCEL FEE ORDINANCE WITH TRACKED CHANGES

ORDINANCE NO. 2024-____ - _____

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

WHEREAS, the City of Paducah and McCracken County are responsible for promoting public safety and the general welfare of the citizens of Paducah, McCracken County, Kentucky; and

WHEREAS, the operation of an emergency 911 communications system is one of the most critical of all public services, indispensable and necessary for the safety of the citizens of Paducah, McCracken County to ensure prompt response to emergencies; and

WHEREAS, the City of Paducah and McCracken County have entered into an Interlocal Cooperation Agreement for the provision of joint 911 services; and

WHEREAS, there is currently a fee-based system for financial support based upon a per-month charge on “land-line” phones in Paducah, McCracken County, Kentucky, and

WHEREAS, the ever-increasing use and reliance on mobile phones and the concomitant decreasing existence of land-line phones has resulted in a significant decrease in revenues to support the operations of emergency 911 communication services in Paducah, McCracken County, Kentucky; and

WHEREAS, the reduction in revenues has resulted in a lack of adequate funding to continue to operate emergency 911 communication services in Paducah, McCracken County, Kentucky; and

WHEREAS, KRS 65.760 (3) expressly permits local governments to fund emergency 911 communication services by the imposition of fees not in conflict with the Constitution and statutes of this state; and

WHEREAS, the distribution of funding for emergency 911 communication services among the citizens of Paducah, Kentucky through a fee on parcels located in the City of Paducah is more equitable; bears a reasonable relationship to the benefit received; and requires more citizens to support the system than the existing “land-line” phone fee; and

WHEREAS, the Kentucky Supreme Court has expressly permitted fees on real estate parcels as an appropriate mechanism for funding emergency 911 communication services; and

WHEREAS, a real estate parcel fee would assist in the funding of emergency 911 communication services and also ensure the distribution of funding to a broader range of citizens rather than just those who have land-line phones; and

WHEREAS, the Commission will repeal the land-line phone fee once sufficient funding for 911 has been collected via parcel fees.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION 1. That there is hereby established, imposed, and implemented 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, as determined from the records of the McCracken County Property Valuation Administrator's office. The fee shall be used for the delivery of Enhanced 911 emergency telephone service as provided for by KRS 65.760 and the associated maintenance of systems and devices, including but not limited to, operating costs of the Paducah-McCracken County 911 Services Center and purchase and maintenance of E911 equipment.

SECTION 2. 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 Unit (contains structure in excess of 25,000 sq. ft.)	\$1,550
B. Large Commercial Unit (contains structure between 7,500 and 25,000 sq. ft.)	860
C. Medium Commercial Unit (contains structure between 2,500 and 7,500 sq. ft.)	325
D. Small Commercial Unit (structure between 1 and 2,500 sq. ft.)	210
E. Parking Lots (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.

SECTION 3. An occupied *residential unit* shall be defined as each residential space designed and/or utilized for occupancy for residential purposes and includes each apartment and/or duplex unit, house, and mobile home as a separate residential unit.

SECTION 4. An occupied *commercial unit* shall be defined as a non-residential building space of any size designed and/or utilized for occupancy by an individual non-residential business or private enterprise which involves the manufacture, sale, lease, or rental of goods, or services to the public.

SECTION 5. An occupied *public use unit* shall be defined as any parcel owned or leased by:

- A. Any City, County, State, or Federal Government in which the parcel is used for the purposes of conducting the regular business of its government, its police department, or its fire department.
- B. A Fire District so long as the parcel is used by the District to deliver fire protection services pursuant to KRS Ch. 75.
- C. A non-residential building space of any size designed and/or utilized for occupancy for religious activities and/or worship.
- D. A non-residential building space of any size designed and/or utilized for occupancy for the carrying out of a charitable purpose as determined by Section 501 of the Internal Revenue Code.
- E. A non-residential building space of any size designed and/or utilized for occupancy for the purpose of education, the administration thereof or extracurricular activities.

SECTION 6. The 911 parcel fee shall be placed upon the City of Paducah's property tax bills prepared by the City's Finance Department beginning with the 2024 tax bill and continuing every year thereafter. The due dates shall be the same as the property tax due dates set by the Board of Commissioners.

SECTION 7. For the first year only, owners of all occupied residential rental units shall be eligible to claim a rebate of \$22.50 per unit against the annual fee due. This rebate which is the equivalent of a 6-months share of the fee, is granted to allow owners of rental property additional time to recover some or all of the amount of the fee from tenants. In subsequent years, the full amount of the annual 911 parcel fee shall be paid for all occupied residential rental units. In order to be eligible for this rebate, the property owner of the occupied rental unit(s) shall complete and submit the form, attached hereto, to the City of Paducah Finance Department, which shall be received by the Finance Department on or before March 1, 2025.

SECTION 8. The Board of Commissioners, in conjunction with McCracken County, Kentucky, shall amend the Interlocal Agreement for Provision of Emergency 911 Services to create a “Joint 911 Parcel Fee Appeals Board” to address all appeals of parcel fee assessments.

SECTION 9. Any property owner may appeal the classification of their property under the terms of this Ordinance. However, an appeal shall not affect the date the parcel fee is due. A property owner wishing to appeal a classification shall file an appeal by delivering a notice of appeal to the Paducah City Clerk by no later than December 1st of the year for which the fee is due. The appeal shall be forwarded to the City Finance Department or the McCracken County Finance Department, whichever is applicable. The relevant staff shall consider the information provided in the appeal and make a determination as to whether the property should be reclassified without requiring the property owner to present further evidence. If it is determined that the property should be reclassified, the property owner shall be notified of the reclassification and be provided appropriate relief, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year. If no change in classification is deemed warranted, the appeal shall be forwarded to the Chairman of the Joint Appeals Board who shall set a date for a meeting at which time the property owner can present evidence and otherwise be heard on the issue of classification. The property owner shall bear the burden of proof that the property has been incorrectly classified by clear and convincing evidence. The applicable Finance Department shall also have the right to present evidence of proof that the classification is appropriate. If the property owner presents sufficient proof of lack of occupancy and/or any other evidence to indicate that the parcel was inappropriately classified, the Joint Appeals Board shall provide relief to the party by a majority vote, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year.

SECTION 10. All real estate parcel fees shall be collected by the City of Paducah's Finance Department.

SECTION 11. The real estate parcel fees collected shall be accounted for and kept separate and apart from other accounts and may only be used for the funding of emergency 911 services as permitted by state law and as more fully set forth in the Interlocal Cooperation Agreement between the City of Paducah and McCracken County.

SECTION 12. The failure of any owner of real property to pay the fee as set forth in this Ordinance shall be punishable as a Class A Misdemeanor and/or by civil collection process.

SECTION 13. As more fully set forth in the Interlocal Agreement for the Provision of Emergency 911 Services entered into by the City of Paducah and McCracken County, the 911 Board shall review the fee imposed by this Ordinance and by no later than April 1st of each year make a recommendation to the City of Paducah as to any adjustments to the then-effective parcel fee to ensure adequate funding of the Joint 911 services.

SECTION 14. Unless otherwise determined by the Paducah Board of Commissioners, commencing April 1, 2025, and on April 1st of each successive year thereafter, all parcel fees set forth in this Article shall be automatically adjusted based on the Urban Consumer Price Index for the South Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior January.

SECTION 15. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 16. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, October 8, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

4859-4231-7447

APPLICATION FOR OCCUPIED RESIDENTIAL RENTAL UNIT REBATE
(Submit one form for each parcel containing one or multiple units)

Name of Property Owner: _____

Address of Property Owner: _____

Telephone Number of Property Owner: _____

Name of Occupied Rental Property (if applicable): _____

Address of Occupied Rental Property: _____

Number of rental units located on this parcel: _____

I hereby certify that the information contained herein is true:

Signature of Property Owner

Date

THIS FORM MUST BE RECEIVED BY THE CITY'S FINANCE DEPARTMENT ON OR
BEFORE MARCH 1, 2025 BY PERSONAL DELIVERY OR MAIL TO:

Paducah City Hall
Finance Department
300 South 5th Street
Paducah, Kentucky 42001