



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 11, 2025
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Report from the Kentucky Small Business Development Center in Paducah - Aaron Harned, Center Director

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 the January 27, 2025 Joint Paducah-McCracken County Board of Commissioners Meeting and the January 28, 2025, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Reappointment of Jimmy Rex "Jay" Smith II and Gregory Cannon to the Brooks Stadium Commission
	D.	Reappointment of Paul King, Jimmy Evans and Kerry Fulcher to the Building, Electrical, Fire Codes Appeals Board
	E.	Personnel Actions
	F.	Authorize the Acceptance of an Award from McCracken County Farm Bureau Federation for Grain Bin Rescue Equipment for the Fire Department - S.KYLE
	G.	Declaration and Sale of Surplus Property 1131 Tennessee Street - C. GAULT

	II.	<u>RESOLUTION(S)</u>
	A.	Resolution Opposing Any Bills of the Kentucky General Assembly that Mandate Centralized Collection of Local Occupational Fees/Taxes by the Commonwealth or Other Third Parties - G. BRAY
	III.	<u>MUNICIPAL ORDER</u>
	A.	Authorize the Acceptance of a Sub-Award from NextOp, Inc. for the Workforce Opportunities for Rural Communities VI Grant in the Amount of \$60,000 to Attract Military Talent for Local Careers - H. REASONS
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
	A.	Authorizing the Closure of 15,460 square feet of North 3rd Street between Harrison Street and Executive Boulevard - G. GUEBERT
	B.	Approve a Memorandum of Understanding Between the City of Paducah and Trails End Development, LLC for a Residential Infill Agreement for Trails End Subdivision - G. GUEBERT
	C.	Amend Code of Ordinances Chapter 106 related to Gross Receipts for Medicinal Cannabis Businesses - L. PARISH & J. PERKINS
	D.	Amend Code of Ordinances Chapter 2 to abolish 911 Landline Fees - D. JORDAN
	V.	<u>DISCUSSION</u>
	A.	Oak Grove Cemetery Policies & Procedures Update - A. CLARK
	B.	Economic Development Grant Application - Bruce Wilcox, GPED
	VI.	<u>COMMENTS</u>
	A.	Comments from the City Manager
	B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>

January 27, 2025

At a Special Called Meeting of the Paducah Board of Commissioners held jointly with the McCracken County Fiscal Court, on Monday, January 27, 2025, at 4:00 p.m., in Courtroom D of the McCracken County Courthouse located at 300 Clarence Gaines Street, Paducah, Kentucky, Mayor Bray and Judge Clymer presided. (The meeting was noticed for 4:00 p.m., but did not begin until 4:15 p.m.)

Upon a call of the roll, the following Fiscal Court members answered to their names: Commissioners Bill Bartleman, Edwin Jones, and Judge Executive Craig Clymer. Commissioner Abraham arrived at 4:25 p.m.

Upon call of the roll by City Clerk Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

COMPREHENSIVE PLAN PRESENTATION AND DISCUSSION

Communications Manager Pam Spencer offered the following summary:

Introduction of Paducah-McCracken County Comprehensive Plan

“In February 2023, the City of Paducah and McCracken County approved a 20-year interlocal cooperation agreement to establish a City/County Comprehensive Plan. Since that time, planning consultant Kendig Keast Collaborative has worked with the City and County and the community to gather feedback through meeting with the City and County Planning Commissions, surveys, small group meetings, and public forums to develop a plan that will guide Paducah and McCracken County over the next 10 to 20 years especially in terms of population, land use, housing, transportation, economy, and physical features.

The Paducah-McCracken County Comprehensive Plan has six main topic sections along with numerous goals for each section. The six main topics are as follows:

- Growth Capacity.
- Land Use and Community Character.
- Housing and Neighborhoods.
- Transportation.
- Economic Development.
- Recreation and Amenities”

ORDINANCE INTRODUCTION – COUNTY

The County introduced their Ordinance to adopt the Paducah-McCracken County Joint Comprehensive Plan.

ORDINANCE INTRODUCTION - CITY

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ADOPTING THE CITY OF

PADUCAH-McCRACKEN COUNTY JOINT COMPREHENSIVE PLAN, PURSUANT TO KRS 100.193.” This Ordinance is summarized as follows: This Ordinance adopts the City of Paducah-McCracken County Comprehensive Plan, and Statement of Goals & Objectives recommended and adopted by the Paducah Planning Commission pursuant to the provisions of KRS 100.193. The Plan shall serve as the official guide for land use, development, infrastructure, and public policy decisions within the jurisdictional areas of the City of Paducah.

COUNTY ADJOURN

The County made a motion to adjourn. All parties present voting Aye.

CITY ADJOURN

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

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

TIME ADJOURNED: 4:48 p.m.

ADOPTED: February 11, 2025.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

January 28, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, January 28, 2025, 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 City Clerk, Lindsay Parish, the following answered to their names: Commissioners, Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Smith led the Invocation.

PLEDGE OF ALLEGIANCE

Members of Boy Scout Troop 1 led the pledge.

INTRODUCTION

Amie Clark, Parks and Recreation Director, introduced Chastity Heeren, Paducah Sports Park General Manager.

PRESENTATIONS

Paducah Power System Audit – Doug Handley

Communications Manager Pam Spencer offered the following summary:

“Paducah Power System Director of Finance, Power Supply and Rates Doug Handley presented the public power provider’s annual audit report. The audit shows that Paducah Power is in a strong position with strong internal controls. Regarding rates, Handley said that if the average PPS rate in January 2022 had increased at the rate of annual inflation, it would be 17 percent higher than the current rate. Handley also discussed the revenue potential from data mining.”

PUBLIC COMMENT

Randall Barnes commented on the Forest Hills School property and the need for a playground for the Forest Hills community.

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 January 13, 2025, Special Called Meeting of the Board of Commissioners.
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Notice of Special Called Meeting of the Board of Commissioners on January 13, 2025, and cancellation of January 14, 2025 meeting.

	<u>Deed File:</u> 1. Deed in Lieu of Foreclosure – KBD Rentals LLC to City of Paducah – 854 Main Street – MO #2997 2. Deed of Conveyance and Termination of Development Agreement – City of Paducah/Weyland Development DB 1514, pages 322-326 <u>Contract File:</u> 1. Contract For Services – Federal Engineering – MO #3000 2. Release of All Claims and Indemnity Agreement – Donald B. Tucker and Shelter Mutual Insurance Company – MO #3002 <u>Financials:</u> 1. BBQ on the River – 2024 Event Financials as required by Contract For Services <u>Bids and Proposals File:</u> 1. Cybersecurity RFP a. Federal Engineering * Chosen Bid – MO #3000 b. Trace3 c. Cornerstone d. Systems Solutions e. HMM f. Visser Communications g. Seculore h. NetPlus
I(C)	Appointment of Chris Hutson to the Board of Ethics. Said term shall expire February 10, 2028.
I(D)	Reappointment of Catherin “Kate” Senn and Randy DeHart to the Commissioners of Water Works. Said terms shall expire January 6, 2029.
I(E)	Reappointment of Darryl Pea to the Electric Plant Board. Said term shall expire February 6, 2029.
I(F)	Personnel Actions.
I(G)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR A DESIGN/BUILD PROJECT AT COLEMAN PARK SPRAY GROUND TO INCLUDE DESIGN, ENGINEERING AND CONSTRUCTION. (MO #3004; BK 14)
I(H)	A MUNICIPAL ORDER AMENDING THE FY2024-2025 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY. (MO #3005; BK 14)
I(I)	A MUNICIPAL ORDER AMENDING THE FY2024-2025 JOB GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY. (MO #3006; BK 14)

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

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

January 28, 2025

MUNICIPAL ORDERS

CONTRACT FOR SERVICES FOR FOOD SERVICE EQUIPMENT FOR THE PADUCAH SPORTS PARK PROJECT

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING THE RECOMMENDATION OF THE McCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ACCEPT THE BID PACKAGE OF AVANTI RESTAURANT SOLUTIONS FOR FOOD SERVICE EQUIPMENT FOR THE PADUCAH SPORTS PARK PROJECT IN THE AMOUNT OF \$663,892, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3007; BK 14)**

CONTRACT MODIFICATION #1 WITH SPRINTURF, LLC IN THE AMOUNT OF \$772,492 FOR THE CONSTRUCTION OF THE CHAMPIONSHIP FIELD AS PART OF THE PADUCAH SPORTS PARK PROJECT

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH SPRINTURF, LLC, FOR THE CONSTRUCTION OF THE CHAMPIONSHIP FIELD AS PART OF THE PADUCAH SPORTS PARK PROJECT, IN THE AMOUNT OF \$772,492, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3008; BK 14)**

CONTRACT MODIFICATION #1 WITH A&K CONSTRUCTION IN THE AMOUNT OF \$999,000 FOR THE CONSTRUCTION OF THE CHAMPIONSHIP FIELD AS PART OF THE PADUCAH SPORTS PARK PROJECT

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH A&K CONSTRUCTION, FOR THE CONSTRUCTION OF THE CHAMPIONSHIP FIELD AS PART OF THE PADUCAH SPORTS PARK PROJECT, IN THE AMOUNT OF \$999,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3009; BK 14)**

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CONTRACT MODIFICATION #1 WITH MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$165,525 FOR THE CONSTRUCTION OF THE CHAMPIONSHIP FIELD AS PART OF THE PADUCAH SPORTS PARK PROJECT

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH MUSCO SPORTS LIGHTING, LLC, FOR THE CONSTRUCTION OF THE CHAMPIONSHIP FIELD AS PART OF THE PADUCAH SPORTS PARK PROJECT, IN THE AMOUNT OF \$165,525, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3010; BK 14)**

AUTHORIZE THE CITY MANAGER TO RELEASE AN RFP FOR THE KATTERJOHN PROPERTY

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR THE REDEVELOPMENT OF THE KATTERJOHN PROPERTY AT 1501 BROADWAY.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3011; BK 14)**

CONTRACT FOR SERVICES WITH BEAUTIFUL PADUCAH FOR BBQ ON THE RIVER 2025

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND BEAUTIFUL PADUCAH, INC., FOR BBQ ON THE RIVER 2025, IN AN AMOUNT OF \$65,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3012; BK 14)**

ORDINANCE ADOPTION

CLOSURE OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET, AND 125 RIDGEVIEW STREET

Commissioner Wilson offered motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE

January 28, 2025

CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET, AND 125 RIDGEVIEW STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street, and authorizes, empowers, and directs the Mayor to execute quitclaim deeds from the City of Paducah to the property owners in or abutting the public way to be closed and all other necessary documents to effectuate the closure.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD 2025-01-8834; BK 37)**

CITY OF PADUCAH/McCRACKEN COUNTY COMPREHENSIVE PLAN

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH-McCRACKEN COUNTY JOINT COMPREHENSIVE PLAN, PURSUANT TO KRS 100.193.” This Ordinance is summarized as follows: This Ordinance adopts the City of Paducah-McCracken County Comprehensive Plan, and Statement of Goals & Objectives recommended and adopted by the Paducah Planning Commission pursuant to the provisions of KRS 100.193. The Plan shall serve as the official guide for land use, development, infrastructure, and public policy decisions within the jurisdictional areas of the City of Paducah.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD 2025-01-8835; BK 37)**

DISCUSSION

Communications Manager Pam Spencer provided the following summary:

Paducah Main Street Discussion

“David Wilkins who serves on the Paducah Main Street board discussed with the Paducah Board of Commissioners a proposal to shift Paducah Main Street to a non-profit. Over the past few months, Paducah Main Street has been holding public meetings for the community, business owners, and stakeholders to explore the pros and cons of moving the entity back to a non-profit rather than its current structure as a division of a city department. In November and December 2024, three listening sessions were held to gather public feedback.

Wilkins outlined a proposed model of Paducah Main Street operating as a 501(c)(3) under the supervision of an independent board. The organization would need contract assistance and a three-member staff that would operate out of an office in the downtown district. The goals would be to focus on business recruitment, building renovations, historic preservation, and numerous special events. Wilkins emphasized that fundraising and volunteerism are the keys to the success of this non-profit model. Wilkins proposed a timeline of launching the non-profit in March and hiring employees in April with the approval of a contract for services between Main Street and the City this summer in addition to the opening of a downtown office. Wilkins also said that there is a plan to launch a downtown growth and expansion study.

January 28, 2025

The Paducah Board of Commissioners thanked Wilkins for the presentation. Mayor Bray said next steps would be to review the proposal, work on developing a budget for the transition, and further discuss the topic at the Commission's upcoming priority-setting meeting.

Paducah Main Street began as a non-profit in 1989. In 2008, it became a division of the City of Paducah's Planning Department"

COMMENTS

COMMISSIONERS

- Commissioner Thomas commented that the KLC City Officials Academy provided a lot of useful information.
- Buz Smith commented that there are still Christmas trees and yard debris from the ice storm and he hopes that Public Works has a chance to get caught up.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

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

TIME ADJOURNED: 7:10 p.m.

January 28, 2025

ADOPTED: February 11, 2025.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 11, 2025

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Joint Meeting of the Board of Commissioners of the City of Paducah, Kentucky and the McCracken County Fiscal Court.
2. Letter dated January 28, 2025, from Lindsay Parish outlining a possible conflict of interest regarding property located at 3232 Buckner Lane

Deed File:

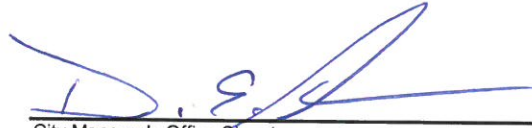
1. Deed of Conveyance – Paducah Independent School District to City of Paducah – 600 Glenwood Drive – MO #2991

Contract File:

1. Development Agreement between City of Paducah and National Hospitality, LLC.
MO #2961
2. Contract For Services between City of Paducah and Beautiful Paducah, Inc. – MO #3012
3. Agreement between City of Paducah and the Paducah Public School System – School Resource Officer – MO #2426
4. Opioid Settlement Agreement – Kroger Co. – MO #2711

CITY OF PADUCAH
February 11, 2025

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

Feb 6, 2025

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 11, 2025**

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>
Webster, Brandon P.	Police Officer	\$27.42/hr	NCS	Non-Ex	February 20, 2025

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

<u>POLICE</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>
Boulton, Jon K.	Equipment Specialist \$17.04/hr	Equipment Specialist \$17.55/hr	NCS	Non-Ex	June 26, 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>
Bugg, Patrick	Assistant 911 Communications Service Manager \$31.87/hr	Assistant 911 Communications Service Manager \$32.67/hr	NCS	Non-Ex	November 28, 2024
Fauver, Coby G.	Telecommunicator \$20.77/hr	Telecommunicator \$21.39/hr	NCS	Non-Ex	February 6, 2025
Jone, Emilee A.	Telecommunicator \$20.56/hr	Telecommunicator \$21.18/hr	NCS	Non-Ex	January 9, 2025
Scutt, Austin C.	Telecommunicator \$23.20/hr	Telecommunicator \$23.90/hr	NCS	Non-Ex	January 9, 2025

FIRE - PREVENTION

Cherry, Joseph Greg	Deputy Chief - Prevention \$60.82/hr	Deputy Chief - Prevention \$62.65/hr	NCS	Ex	January 9, 2025
Dicke, Janet N.	Senior Administrative Assistant \$29.56/hr	Senior Administrative Assistant \$30.15/hr	NCS	Non-Ex	January 9, 2025
Hugen, Vaughn	Chief Electrical Inspector \$37.51/hr	Chief Electrical Inspector \$38.26/hr	NCS	Non-Ex	January 9, 2025
Prescott, Jeffrey	Deputy Electrical Inspector \$25.72/hr	Deputy Electrical Inspector \$27.01/hr	NCS	Non-Ex	September 21, 2023
Prescott, Jeffrey	Deputy Electrical Inspector \$27.01/hr	Deputy Electrical Inspector \$27.55/hr	NCS	Non-Ex	November 30, 2023
Prescott, Jeffrey	Deputy Electrical Inspector \$27.55/hr	Deputy Electrical Inspector \$28.65/hr	NCS	Non-Ex	June 27, 2024
Prescott, Jeffrey	Deputy Electrical Inspector \$28.65/hr	Deputy Electrical Inspector \$29.22/hr	NCS	Non-Ex	October 17, 2024
Steven, Matthew	Deputy Fire Marshal \$34.23/hr	Deputy Fire Marshal \$34.91/hr	NCS	Non-Ex	January 9, 2025

HUMAN RESOURCES

Wilcox, Stefanie E.	Director of Human Resources \$60.09/hr	Director of Human Resources \$61.89/hr	NCS	Ex	December 12, 2024
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PARKS AND RECREATION

Everly, Rebecca	Park Maintenance Laborer \$19.79/hr	Parks ROW Maintenance \$21.26/hr	NCS	Non-Ex	February 6, 2025
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PLANNING

Schade, Angela	Downtown Development Specialist \$26.60/hr	Downtown Development Specialist \$27.40/hr	NCS	Ex	April 4, 2024
Schade, Angela	Downtown Development Specialist \$27.40/hr	Downtown Development Specialist \$28.50/hr	NCS	Ex	June 27, 2024
Upchurch, Nancy	Senior Administrative Assistant \$30.50/hr	Senior Administrative Assistant \$31.42/hr	NCS	Non-Ex	March 7, 2024
Upchurch, Nancy	Senior Administrative Assistant \$31.42/hr	Senior Administrative Assistant \$32.68/hr	NCS	Non-Ex	June 27, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Bridges, Jakobe	Firefighter	Resignation	February 7, 2025
<u>PARKS AND RECREATION</u>			
Herndon, Emelyn	Recreation Supervisor	Termination	January 24, 2025

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Authorize the Acceptance of an Award from McCracken County Farm Bureau Federation for Grain Bin Rescue Equipment for the Fire Department - **S.KYLE**

Category: Municipal Order

Staff Work By: Matthew Graves, Steve
Kyle, Hope Reasons
Presentation By: Steve Kyle

Background Information: In the interest of continuing to serve and protect our members and local farmers, the Board of Directors of the McCracken County Farm Bureau Federation has voted to donate the following life-saving equipment to the City of Paducah Fire Department:

- Six Large Grain Rescue Panels
- Two Half Grain Rescue Panels
- One Auger
- One Turtle Tube

These pieces of Equipment total \$5,200 (five thousand, two hundred dollars). This equipment is intended for use in grain entrapment scenarios. When this equipment is put into use, it will stop the flow of stored or free flowing grain towards the trapped victim. This allows pressure to be reduced and rescuers to begin removing grain inside the tube or wall to free the victim, preventing tragedies we are all too familiar with. The Paducah Fire Department is requesting that the City accept this equipment on their behalf.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the acceptance of the grain bin rescue equipment for the Fire Department and authorize the Mayor to sign any documents related to same.

Attachments:

1. Farm Bureau Donation Letter- Grain Bin Rescue
2. MO - donation-McCracken County Farm Bureau Federation – FD – grain bin rescue equipment



McCracken County Farm Bureau Federation

600 Broadway St, Paducah, KY 42001

(270) 442-7179 | kyfb.com

To Whom it May Concern:

In the interest of continuing to serve and protect our members and local farmers, our Board of Directors for the McCracken County Farm Bureau Federation has voted to donate the following life-saving equipment to the City of Paducah Fire Department:

- Six Large Grain Rescue Panels
- Two Half Grain Rescue Panels
- One Auger
- One Turtle Tube

These pieces of Equipment total \$5,200 (five thousand, two hundred dollars). This equipment is intended for use in grain entrapment scenarios. When this equipment is put into use, it will stop the flow of stored or free flowing grain towards the trapped victim. This allows pressure to be reduced and rescuers to begin removing grain inside the tube or wall to free the victim, preventing tragedies we are all too familiar with.

We are proud to support our local community in many ways, but feel very strongly about the safety of our farmers. Thank you for the opportunity to do that through the donation of this equipment.

Sincerely,

McCracken County Farm Bureau Board of Directors

JW Goodwin, President

Dewain Gipson, Vice President

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE ACCEPTANCE OF AN AWARD FROM
THE McCRACKEN COUNTY FARM BUREAU FEDERATION OF GRAIN BIN
RESCUE EQUIPMENT FOR THE FIRE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the donation of the
following equipment from the McCracken County Farm Bureau Federation for use by the
Paducah Fire Department.:

- Six (6) Large Grain Rescue Panels
- Two (2) Half Grain Rescue Panels
- One Auger
- One Turtle Tube

This equipment is intended for use in grain entrapment scenarios. The total cost of this
donated equipment is Five Thousand Two Hundred Dollars:

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 11, 2025

Recorded by Lindsay Parish, City Clerk, February 11, 2025

\\mo\donation-McCracken County Farm Bureau Federation – FD – grain bin rescue equipment

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Declaration and Sale of Surplus Property 1131 Tennessee Street - **C. GAULT**

Category: Municipal Order

Staff Work By: Nancy
Upchurch
Presentation By: Carol
Gault

Background Information: The City of Paducah acquired this property in Aug. 11, 2014. The structure on the lot was demolished about 1990. The intended use for the property was to market to a developer that would construct a home on the lot.

Sharon Poat of Paducah Alliance of neighbors requests the donation of the property to construct a 3-bedroom, 2-bath single-family home. The proposed investment is \$245,000. Upon completion, the home will be sold to Samiya Donelson, a pre-approved buyer.

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

If yes, please list the Commission Priority: Housing-Continued Investment in the improvement of our housing stock to help the community grow.

Quality of Life-Focused effort on City services and projects that visually improve the community.

Southside Enhancements-Targeted empowerment, engagement, and beautification of Southside Neighborhoods and the business community.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended that the Commission determine that the property is surplus and accept the request of the Sharon Poat, Paducah Alliance of Neighbors and donate the vacant lot, subject to the inclusion of a clause stating that the property would revert to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

Attachments:

1. MO - prop sale to Paducah Alliance of Neighbors – 1131 Tennessee Street
2. SOA2023-0002 Staff Report 1131 Tennessee

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1131 TENNESSEE STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY WITHOUT COMPENSATION TO PADUCAH ALLIANCE OF NEIGHBORS FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 1131 Tennessee Street, Paducah, KY, which constitutes surplus real estate; and

WHEREAS, it is recommended that the City of Paducah accept the request of the Paducah Alliance of Neighbors to transfer the property in accordance with KRS 82.083(5), and subject to the standard clause stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within one year; and

WHEREAS, the City desires to accept the proposal of Paducah Alliance of Neighbors, to make improvements to the property to construct a three-bedroom, two-bath single family home, with a proposed investment in the amount of \$245,000. Upon completion, the home will be sold to Samiya Donelson, a pre-approved buyer.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1131 Tennessee Street, Paducah, Kentucky, to be surplus property as it relates to the operations of the City, and authorizes the transfer of the property to Paducah Alliance of Neighbors in accordance with the proposal of Paducah Alliance of Neighbors. Further, it is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance.

SECTION 2. The Mayor is hereby authorized to execute the deed of conveyance and any necessary documents to complete the transfer of the real property approved in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 11, 2025
Recorded by Lindsay Parish, City Clerk, February 11, 2025
\\mo\prop sale to Paducah Alliance of Neighbors – 1131 Tennessee Street



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	1131 Tennessee Street
CASE NO.	SOA2025-0002
OWNER	City of Paducah
APPLICANT	Paducah Alliance of Neighbors for Samiya Donelson
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	Feb. 11, 2025

GENERAL SITE INFORMATION

CURRENT ZONING	R-3
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-4	Vacant Lot
SOUTH	R-4	Residential
EAST	R-4	Residential
WEST	R-r	Residential

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property in Aug. 11, 2014. The structure on the lot was demolished about 1990. The intended use for the property was to market to a developer that would construct a home on the lot.

This property has been advertised several times, the last time being in May, 2022. There has never been a bid submitted on this property. KRS 82.083(5) states "If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made."

DESCRIPTION OF THE PROPERTY: 1131 Tennessee Street



STAFF REPORT

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. Property disposal method: Accept the sole offer and transfer as recommended by Planning Staff.

BID INFORMATION

BID # 1	Paducah Alliance of Neighbors	Bid Amount: Donation
	Sharon Poat of Paducah Alliance of neighbors requests the donation of the property to construct a 3-bedroom, 2-bath single-family home. The proposed investment is \$245,000. Upon completion, the home will be sold to Samiya Donelson, a pre-approved buyer.	

STAFF RECOMMENDATION

It is recommended that the Commission determine that the property is surplus and accept the request of the Sharon Poat, Paducah Alliance of Neighbors and donate the vacant lot, subject to the inclusion of a clause stating that the property would revert to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

RESOLUTION

RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, OPPOSING HOUSE BILL 253 AND ANY OTHER BILLS BROUGHT FORTH DURING THE 2025 KENTUCKY GENERAL ASSEMBLY SESSION BY ANY MEMBER OF THE KENTUCKY LEGISLATURE, IN FULL OR IN PART, THAT PROVIDES FOR THE MANDATED CENTRALIZED COLLECTION OF LOCAL OCCUPATIONAL FEES/TAXES BY THE COMMONWEALTH OF KENTUCKY OR OTHER THIRD PARTIES.

WHEREAS, under Section 181 of the Kentucky Constitution, the Commonwealth of Kentucky cannot impose or require a state-wide occupational license fee/tax for local purposes; and

WHEREAS, many cities and counties across the Commonwealth of Kentucky have enacted and imposed local occupational license requirements; and

WHEREAS, the receipts affiliated with these funds are recorded into the general fund of the local government and allocated towards providing critical services, including police, fire and emergency management services, public infrastructure improvements, and other critical programs and services to citizens; and

WHEREAS, the City of Paducah provides clear, transparent, and efficient payment/reporting services to those impacted by occupational license fees/taxes, which is best accomplished at the local level by professionals who have local experience and local knowledge of our communities; and

WHEREAS, the City of Paducah strongly believes that mandated state or third-party collection of local occupational license taxes and fees would be detrimental, ineffective, and would have a severely adverse effect on the fiscal condition and economic development of Paducah and all local government entities if mandated by the General Assembly of the Commonwealth of Kentucky.

NOW, THEREFORE, BE IT RESOLVED, that the City of Paducah strongly opposes the adoption of House Bill 253 and any bills, in whole or in part, by the Kentucky General Assembly that provide for the mandated centralized collection of local occupational license fees/taxes and urges all members of the General Assembly to vote against proposals of this nature.

This resolution shall have the full effect and force of the law upon passage according to the Laws and Ordinances of the Commonwealth of Kentucky, and under my signature this ____ day of _____, 2025.

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners on February 11, 2025
Resolutions/Oppose Centralized Collection of Occupational Taxes

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Authorize the Acceptance of a Sub-Award from NextOp, Inc. for the Workforce Opportunities for Rural Communities VI Grant in the Amount of \$60,000 to Attract Military Talent for Local Careers - **H. REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons, Stefanie
Wilcox, Audra Kyle
Presentation By: Hope Reasons

Background Information: NextOp is a non-profit organization engineered to meet the unprecedented employment challenges and opportunities facing military members and veterans today. NextOp's candidate services include career coaching, resume building, interview preparation, mentorship, direct access to training, employers and jobs, Skillbridge program facilitation, and access to special programs and events. The Workforce Opportunities for Rural Communities ("WORC") Initiative is a partnership between the Employment and Training Administration ("ETA"), the Appalachian Regional Commission ("ARC"), the Delta Regional Authority ("DRA"), and the Northern Border Regional Commission ("NBRC") to fund collaborative employment and training solutions for local and regional workforce needs.

NextOp has requested that the City be the recipient of a sub-award in the amount of \$60,000 over the next three years to recruit military veterans to establish careers in Paducah. Funding will be used toward the cost of local recruitment events for which veterans will apply to attend. These events will be career fairs tailored to veterans for an in-depth evaluation of local available jobs and the benefits of living in Paducah.

There is no local match required for this award.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the acceptance of the sub-award from NextOp, Inc. and for the Mayor to sign all documents related to same.

Attachments:

1. MO NextOp Workforce Opportunities for Rural Communities Veteran Grant
2. WORC VI MOU - City of Paducah (1) (003)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NEXTOP TO ALLOW THE CITY OF PADUCAH TO BE THE SUB-AWARD RECIPIENT OF A WORKFORCE OPPORTUNITIES FOR RURAL COMMUNITIES GRANT IN THE AMOUNT OF \$60,000 TO ASSIST MILITARY VETERANS IN ESTABLISHING CAREERS IN PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Memorandum of Understanding with NextOp, in substantially the form attached hereto and made part hereof, Exhibit A, to allow the City of Paducah to be the sub-award recipient of a Workforce Opportunities for Rural Communities (WORC) Grant in the amount of \$60,000 to assist military veterans in establishing careers in Paducah.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds through NextOp and authorizes the Mayor to execute the Grant Agreement and all related documents. No local match is required.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\grants\NextOp Workforce Opportunities for Rural Communities Veteran Grant

Memorandum of Understanding

between

NextOp, Inc

and

City of Paducah

This Memorandum of Understanding (MOU) is entered into as of the date signed by both parties, by and between NextOp, Inc. (“NextOp”) and City of Paducah. This MOU establishes a collaborative relationship between the parties. Both parties agree to the following terms:

I. BACKGROUND

NextOp is a non-profit organization engineered to meet the unprecedented employment challenges and opportunities facing military members and veterans today. NextOp’s candidate services include career coaching, resume building, interview preparation, mentorship, direct access to training, employers and jobs, Skillbridge program facilitation, and access to special programs and events.

The City of Paducah was founded in 1827 at the confluence of the Ohio and Tennessee Rivers. It sits 75 minutes from Fort Campbell—one of the largest active duty military installations in the Delta Regional Authority. About 5,000 service members transition from the military out of Fort Campbell every year and the City of Paducah wants to attract their military talent for local, high-quality logistics, energy, and healthcare careers.

The Workforce Opportunities for Rural Communities (“WORC”) Initiative is a partnership between the Employment and Training Administration (“ETA”), the Appalachian Regional Commission (“ARC”), the Delta REgional Authority (“DRA”), and the Northern Border Regional Commission (“NBRC”) to fund collaborative employment and training solutions for local and regional workforce needs. The City of Paducah is a sub-awardee of NextOp’s WORC VI grant award (September 30, 2024 - September 30, 2027).

II. ACTIVITIES & RESPONSIBILITIES:

Activities

- a. Parties will collaborate on activities that enhance or enable the WORC VI grant project. This can include networking, introductions, fundraising, and coordinated event planning and support on a case-by-case basis.

- b. Parties will collaborate on marketing, including public announcements regarding partnership, services, and events. This can include website listing, co-branding, media, communications, and social media.

Responsibilities

NextOp:

- a. NextOp will recruit enlisted military and veteran candidates for Greater Paducah area careers from Fort Campbell, other military bases within a five hour drive of Paducah, and NextOps' National network of bases and referral partners.
- b. NextOp will provide access to the enlisted candidate pool via virtual and in-person candidate events, marketing, community building activities, and tailored fly-in/drive-in events.
- c. NextOp will inform candidates of opportunities in the Greater Paducah area.
- d. NextOp will prepare enlisted transitioning service members and veterans to interview for open careers in the Greater Paducah area.
- e. NextOp will monitor the City of Paducah's progress as a subaward organization as outlined below.
- f. NextOp will disburse the City of Paducah's subaward funds as outlined below.

The City of Paducah:

- a. The City of Paducah will provide local connectivity and assist with coalition-building.
- b. The City of Paducah will assist with engaging military bases, regional employers, training providers, wraparound support organizations, and other project stakeholders.
- c. The City of Paducah will assist with developing a local engagement agenda.
- d. The City of Paducah will support sub-award monitoring and reporting requirements.
- e. The City of Paducah will provide necessary guidance to facilitate transfer of sub-award funds.

III. WORC VI SUB-AWARD MONITORING

As a WORC VI grant awardee, NextOp is responsible for monitoring the grant project progress of all sub-award organizations, to include the City of Paducah. It is expected that NextOp and the City of Paducah will maintain regular, informal communication throughout the course of the grant project. On an annual basis, NextOp and the City of Paducah will collect grant project milestone progress for reporting according to the attached grant sub-awardee form.

IV. WORC VI SUB-AWARD DISBURSEMENTS

Upon successful completion of sub-award monitoring, NextOp will request reimbursement of sub-award funds that will be disbursed to the City of Paducah on the following schedule:

- a. September 30, 2025: \$20,000.00
- b. September 30, 2026: \$20,000.00
- c. September 30, 2027: \$20,000.00

V. AMENDMENT

This MOU may not be amended in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

VI. TERMINATION

This MOU will remain in effect for the length of the WORC VI grant, and will be reviewed annually by both parties on its anniversary date. This MOU may be terminated by either party on 15 days written notice to the other party, and may be modified in writing by mutual consent.

VII. ENTIRETY OF AGREEMENT

This MOU contains the final and entire agreement between the parties for the purposes stated herein; all future projects and/or contracts shall be in a separate written document based upon mutual agreement of the parties.

VIII. GENERAL

- a. Both parties acknowledge that each does not have the power or authority to make any commitments or to enter any agreements on the other party's behalf and agrees not to represent to any third party that it has such authority.
- b. Nothing contained in this agreement shall be construed to create a joint venture or partnership between the two parties.
- c. Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this MOU. Except as otherwise provided, this MOU shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.
- d. Neither party shall be liable for any failure, deficiency or delay in the performance of its obligations under this MOU due to any force majeure, which shall include, but not limited to any flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter

whatsoever not within the reasonable control of the parties. In the event of such a force majeure, the affected party shall be entitled to a reasonable extension of time for the performance of its obligations under this MOU.

IX. POINTS OF CONTACT

City of Paducah
George P. Bray
Mayor
300 S 5th St
PO Box 2267
Paducah, KY 42002
270-444-8504
gbray@paducahky.gov

NextOp, Inc.
Shelby Mounts
Executive Director
2929 McKinney St
Houston, TX 77003
504-434-0204
smounts@nextopvets.org

X. APPROVALS

City of Paducah

George P. Bray

Date

NextOp, Inc.

Shelby Mounts

Date

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Authorizing the Closure of 15,460 square feet of North 3rd Street between Harrison Street and Executive Boulevard - **G. GUEBERT**

Category: Ordinance

Staff Work By: Josh Sommer, Melanie Townsend, Greg Guebert
Presentation By: Daron Jordan

Background Information: The City Manager's Office has requested that a portion of N. 3rd Street between Harrison Street and Executive Boulevard be closed.

On November 4, 2024, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for closure. All utility companies agreed to the closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of a portion of North 3rd Street between Harrison Street and Executive Boulevard and authorizing the Mayor to execute the closure plat and all necessary documents to complete the closure of the street.

Attachments:

1. ORD - North Third Street between Harrison Street and Executive Boulevard
2. PLAT_Aloft Paducah_ROW Closure_013125
3. N 3rd St-519_closure_application
4. N 3rd St-519_closure_PC Resolution

ORDINANCE NO. 2025-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 15,460 SQUARE FEET OF NORTH 3RD STREET BETWEEN HARRISON STREET AND EXECUTIVE BOULEVARD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closure of 15,460 square feet of North Third Street between Harrison Street and Executive Boulevard as follows:

LEGAL DESCRIPTION

Being a tract of land, a portion of Third Street in Paducah, Kentucky lying between Executive Boulevard and Harrison Street, as recorded in the City Engineer's Plat Book, City of Paducah, Commonwealth of Kentucky, and being more particularly described as follows:

Beginning at a found iron pin and cap (LS 2900), a point in the north right of way of Harrison Street, 33 feet from the centerline, the southeast corner of Tract 2 of the City of Paducah property, approximately 143 feet to the intersection of North Loop Road & Harrison Street;

Thence from the point of beginning, with the property line of the City of Paducah property located at 519 Third Street (DB 1306, PG 397; Plat Section M, Page 1716), North 15° 23' 38" East, a distance of 28.31 feet, being the long chord of a curve to the left and having a radius of 20.00 feet, to a point in the right of way of Third Street, 33 feet from the centerline;

Thence continuing with the property line, North 29° 38' 53" West, a distance of 306.50 feet to a point;

Thence, North 74° 36' 21" West, a distance of 28.26 feet, being the long chord of a curve to the left and having a radius of 20.00 feet, to a point in the south right-of-way of Executive Boulevard, 33 feet from the centerline;

Thence along a new line, North 60° 26' 10" East, a distance of 63.55 feet to a point in the City of Paducah Floodwall right of way, said point being 25.00 feet from the floodwall;

Thence with the floodwall right of way, South 29° 49' 56" East, a distance of 346.39 feet to a point;

Thence, South 60° 26' 10" West, a distance of 64.68 feet to the point of beginning and containing 0.355 acres (15,460 Sq. Ft.).

As surveyed by Pin Oak Engineering PLLC, Christopher Kyle Joiner, PLS #4621 on January 13, 2025. The description is accurate to the best of my knowledge and belief.

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

a. On the 4th day of November, 2024, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 11, 2025

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The *Paducah Sun*, _____

\\ord\eng\st close\North Third Street Between Harrison Street and Executive Boulevard

CERTIFICATION

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

City Clerk

CLIENT
SC3, INC
2841 N. 2nd ST.
HARRISBURG, PA 17110

OWNER
CITY OF PADUCAH
PO BOX 2267
PADUCAH, KY 42002

PROPERTY ADDRESS
520 NORTH LOOP ROAD
PADUCAH, KY 42001

SOURCE(S) OF TITLE
DEED BOOK 1306 PAGE 397
PLAT BOOK M, SLIDE 1716

ZONING REQUIREMENTS
ZONE: GENERAL BUSINESS ZONE (B-3)

MINIMUM YARD SETBACKS
FRONT YARD: NONE
SIDE YARD: NONE
REAR YARD: NONE

MAXIMUM BUILDING HEIGHT:
NONE

CERTIFICATE OF OWNERSHIP

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

SIGNATURE (PROPERTY OWNER)	DATE
PRINTED NAME (PROPERTY OWNER)	DATE
SIGNATURE (PROPERTY OWNER)	DATE
PRINTED NAME (PROPERTY OWNER)	DATE

UTILITY CERTIFICATES

THIS IS TO CERTIFY THAT THE FOLLOWING UTILITY COMPANIES HEREBY ACKNOWLEDGE THE PORTION OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND FREELY GIVE CONSENT TO CLOSE THE PUBLIC WAY AS SHOWN AND DESCRIBED HEREON. THE DEDICATION OF ANY EASEMENT, IF REQUIRED, HAS BEEN NOTED ON THIS PLAT.

UTILITY COMPANY - WATER UTILITY COMPANY - GAS

SIGNATURE	COMPANY	SIGNATURE	COMPANY
TITLE	DATE	TITLE	DATE

UTILITY COMPANY - ELECTRIC UTILITY COMPANY - CABLE

SIGNATURE	COMPANY	SIGNATURE	COMPANY
TITLE	DATE	TITLE	DATE

UTILITY COMPANY - TELEPHONE UTILITY COMPANY - SAN SEWER

SIGNATURE	COMPANY	SIGNATURE	COMPANY
TITLE	DATE	TITLE	DATE

UTILITY COMPANY - STORM SEWER

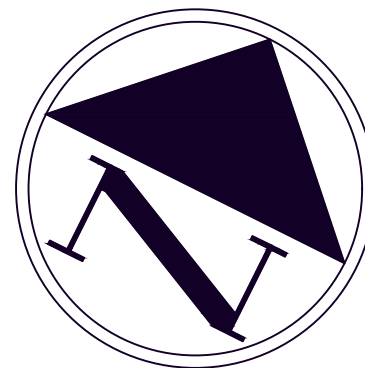
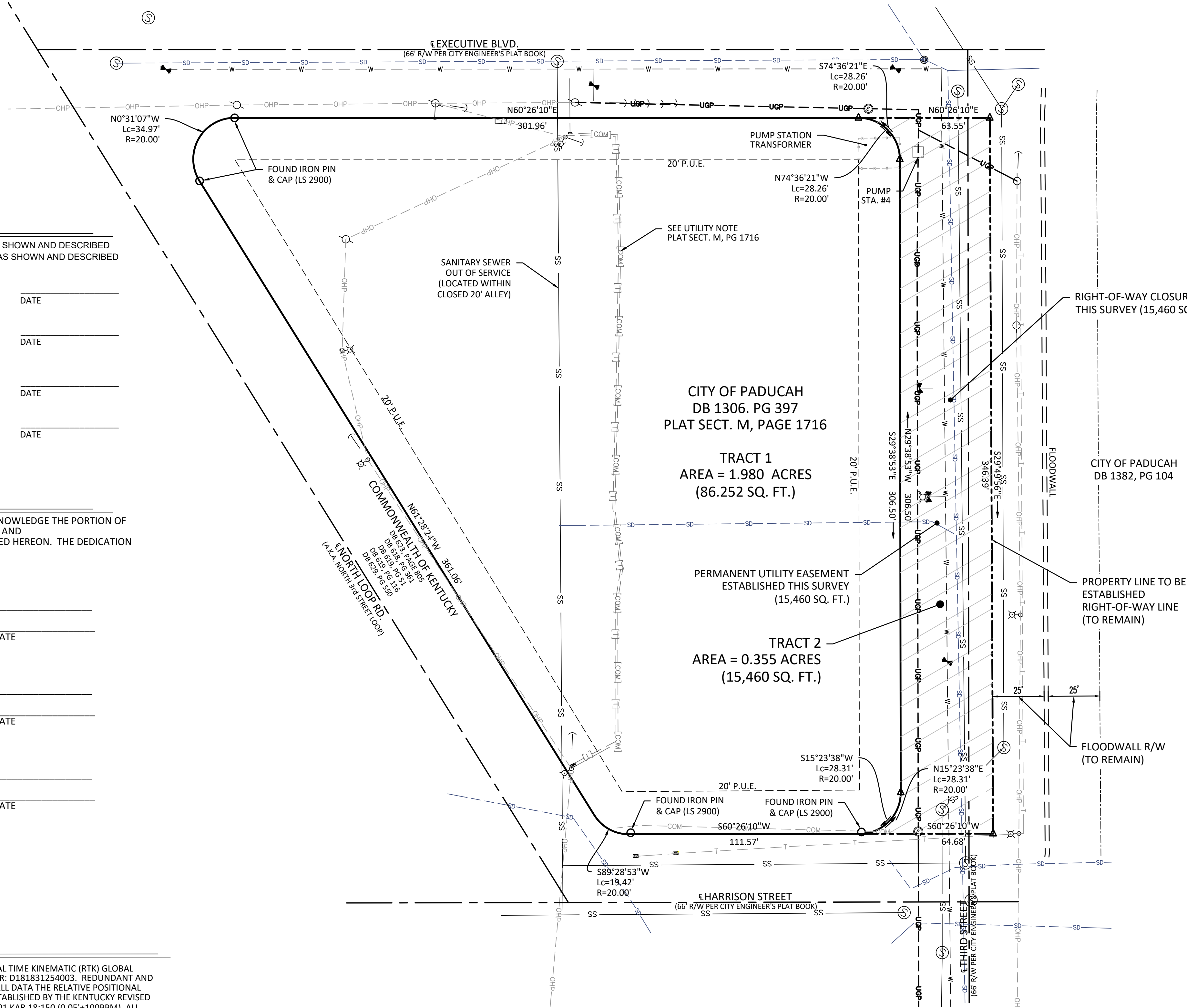
SIGNATURE	COMPANY
TITLE	DATE

PLAT NOTES

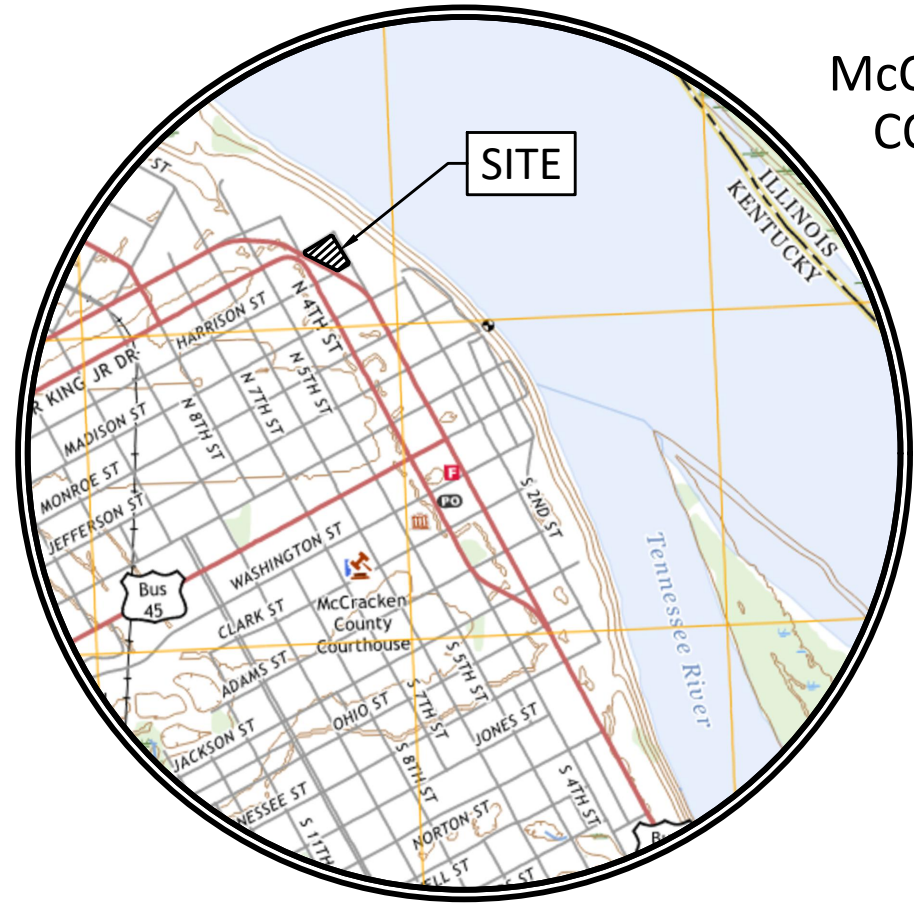
- THIS SURVEY WAS PERFORMED USING A CARLSON BRX6+ DUAL FREQUENCY, REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM ROVER AND LOCAL BASE STATION: D192004088136 ROVER: D181831254003. REDUNDANT AND REPETITIVE MEASUREMENTS WERE TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA THE RELATIVE POSITIONAL ACCURACY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN SURVEY, AS ESTABLISHED BY THE KENTUCKY REVISED STATUTES STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (0.05"+100PPM). ALL COORDINATES AND BEARING DATA IS BASED UPON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, NAVD 88, GEOID 18. MULTIPLE REDUNDANT MEASUREMENTS WERE TAKEN ON EACH PROPERTY CORNER, EACH MEASUREMENT EXCEEDING A TOLERANCE OF 0.04" FOR POSITIONAL ACCURACY. TRAVERSE IS UNADJUSTED.
- THE BEARINGS SHOWN ARE REFERENCED FROM KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS WITH REDUCED FLOOD RISK DUE TO LEVEE AS SHOWN ON FEMA FIRM MAP NUMBER 21145C0153F DATED EFFECTIVE NOVEMBER 2, 2011.
- NO VISIBLE EASEMENTS OR CLAIMS OF EASEMENT WERE FOUND THROUGH PHYSICAL INSPECTION OTHER THAN THOSE SHOWN HEREON.
- THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY, HOWEVER THIS SURVEY IS SUBJECT TO FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.
- NO CEMETERIES WERE OBSERVED DURING THE COURSE OF THIS SURVEY.
- THIS PROPERTY IS SERVED BY PUBLIC WATER, CONTACT PADUCAH WATER.
- THIS PROPERTY IS SERVED BY PUBLIC SEWERS, CONTACT THE MCCrackEN-PADUCAH JOINT SEWER AGENCY.
- ENCROACHMENTS, IF ANY, OBSERVED DURING THE COURSE OF THIS SURVEY ARE SHOWN HEREON.
- RIGHTS OF WAY OF NORTH LOOP ROAD (AKA NORTH 3RD STREET), EXECUTIVE BOULEVARD, THIRD STREET AND HARRISON STREET ARE BASED ON A WAIVER OF SUBDIVISION COMPLETED BY RICK TOSH, PLS 2900, DATED 05.27.2022 AND RECORDED IN PLAT SECTION M, SLIDE 1716.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PIN OAK ENGINEERING PLLC.

RIGHT-OF-WAY CLOSURE CITY OF PADUCAH



BEARINGS SHOWN HEREON ARE BASED ON A RECORD BEARING OF N61°28'24\"W ALONG THE CENTERLINE OF PARK AVENUE



VICINITY MAP

SCALE: 1" = 2,000'

SURVEYORS CERTIFICATE

I, CHRISTOPHER KYLE JOINER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF KENTUCKY; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED UNDER MY SUPERVISION ON NOVEMBER 15, 2024 & JANUARY 13, 2025, AND THAT ALL MEASUREMENTS AS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHRISTOPHER KYLE JOINER KENTUCKY PLS #4621	DATE
---	------

CERTIFICATION OF RECORDING

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

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____ 20____

BY _____ D.C. _____ CLERK

RECORDED IN PLAT SECTION _____ PAGE _____.

NOTARY CERTIFICATE STATE OF KENTUCKY, COUNTY OF MCCrackEN

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE & COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY _____ KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ 20____.
MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 20____.

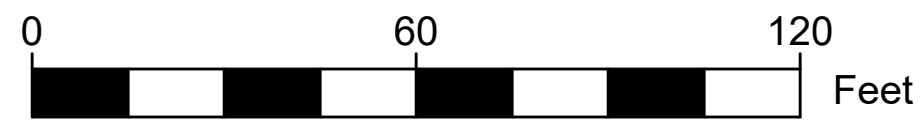
NOTARY PUBLIC _____

INTENT

THE INTENT OF THIS SURVEY IS TO CLOSE A PORTION OF THIRD STREET RIGHT-OF-WAY BETWEEN HARRISON STREET AND EXECUTIVE BOULEVARD; TO ESTABLISH A PERMANENT UTILITY EASEMENT; AND TO RETAIN THE FLOODWALL RIGHT-OF-WAY IN THIS AREA.

LEGEND

1" PIPE	EXIST. IRON PIN (FOUND AS NOTED)	PROPERTY LINE
1/2" X 24" IRON PIN WITH PLASTIC CAP STAMPED "PIN OAK ENG PLS 4621" SET THIS SURVEY		PROPERTY LINE TO BE ABOLISHED
EXIST. MAG NAIL (FOUND AS NOTED)		PROPERTY LINE TO BE ESTABLISHED
MAG NAIL WITH WASHER (SET)		RIGHT OF WAY LINE
EXIST. CONCRETE MONUMENT		M.B.S.L. (MINIMUM BUILDING SETBACK LINE)
MEANDER POINT		EASEMENT
TREE		FENCE
FENCE POST		EDGE OF PAVEMENT
EX. SANITARY SEWER MANHOLE		CENTERLINE OF ROAD
EX. WATER METER		EX. OVERHEAD POWER
EX. FIRE HYDRANT		EX. UNDERGROUND POWER
EX. WATER VALVE		EX. TELEPHONE / FIBER
		EX. UNDERGROUND COMM.
		EX. STORM DRAIN
		EX. WATER
		EX. SANITARY SEWER



SCALE: 1" = 30'

DATE(S) OF SURVEY: 11/15/2024
01/13/2025

CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 82 KENTUCKY REVISED STATUTES AND BY ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, RECOMMENDATION TO CLOSE THE PUBLIC WAY AS SHOWN ON THIS PLAT WAS GIVEN BY THE PADUCAH PLANNING AND ZONING COMMISSION AT A MEETING HELD

DATE: _____, 20____.

CHAIRMAN OF THE PLANNING & ZONING COMMISSION _____

MAYOR'S CERTIFICATE OF CITY APPROVAL

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

MAYOR, CITY OF PADUCAH _____

DATE: _____, 20____.

PIN OAK
ENGINEERING &
LAND SURVEYING

1646 KENTUCKY AVENUE
PADUCAH, KY 42003

270.297.0330

www.pinokeng.com

KY Engineering Permit No. 5114, Land Surveying Permit No. 1119

CITY OF PADUCAH PROPERTY

520 NORTH LOOP ROAD
PADUCAH, KY 42001
McCracken County

RIGHT OF WAY CLOSURE

REVISION

DATE

NO.

SHEET NO.

1.0

SHEET 1 OF 1

24094

1.31.2025



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

Date: 10/15/2024

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

Public Right-of-Way: section of N 3rd Street between Harrison St and Executive Blvd

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

Respectfully submitted by all adjoining property owners:



Signature of Property Owner

George P Bray, Mayor

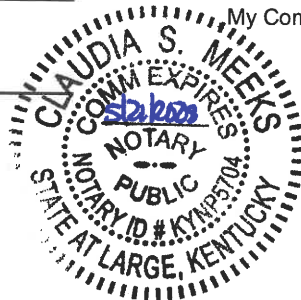
Property Owner's Name Printed
300 S. 5th Street
Paducah, KY 42001

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 15th day of October, 2024,
by George P Bray.

My Commission expires 05/21/2028.



Claudia S Meeks

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____.

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 15,460 SQUARE FEET OF NORTH 3RD STREET BETWEEN HARRISON STREET AND EXECUTIVE BOULEVARD.

WHEREAS, a public hearing was held on November 4, 2024 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close 15,460 square feet North 3rd Street between Harrison Street and Executive Boulevard.

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

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

Being a tract of land, a portion of Third Street in Paducah, Kentucky lying between Executive Boulevard and Harrison Street, as recorded in the City Engineer's Plat Book, City of Paducah, Commonwealth of Kentucky, and being more particularly described as follows:

Beginning at a found iron pin and cap (LS 2900), a point in the north right of way of Harrison Street, 33 feet from the centerline, the southeast corner of Tract 2 of the City of Paducah property, approximately 143 feet to the intersection of North Loop Road & Harrison Street;

Thence from the point of beginning, with the property line of the City of Paducah property located at 519 Third Street (DB 1306, PG 397; Plat Section M, Page 1716), North 15° 23' 38" East, a distance of 28.31 feet, being the long chord of a curve to the left and having a radius of 20.00 feet, to a point in the right of way of Third Street, 33 feet from the centerline;

Thence continuing with the property line, North 29° 38' 53" West, a distance of 306.50 feet to a point;

Thence, North 74° 36' 21" West, a distance of 28.26 feet, being the long chord of a curve to the left and having a radius of 20.00 feet, to a point in the south right-of-way of Executive Boulevard, 33 feet from the centerline;

Thence along a new line, North 60° 26' 10" East, a distance of 63.55 feet to a point in the City of Paducah Floodwall right of way, said point being 25.00 feet from the floodwall;

Thence with the floodwall right of way, South 29° 49' 56" East, a distance of 346.39 feet to a point;

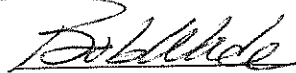
Thence, South 60° 26' 10" West, a distance of 64.68 feet to the point of beginning and containing 0.355 acres (15,460 Sq. Ft.).

As surveyed by Pin Oak Engineering PLLC, Christopher Kyle Joiner, PLS #4621 on January 13, 2025.

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

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

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


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on November 4, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Approve a Memorandum of Understanding Between the City of Paducah and Trails End Development, LLC for a Residential Infill Agreement for Trails End Subdivision - **G. GUEBERT**

Category: Ordinance

Staff Work
By: Melanie
Townsend
Presentation
By: Greg Guebert

Background Information: On September 7, 2023, the Planning Commission passed a Resolution providing a positive final report for approval of the Trails End subdivision.

On October 24, 2023, the Paducah Board of Commissioners approved Ordinance 2023-10-8793, which approved the Planning Commission's final report and accepted the dedication of the right of way and public utility easement associated with the Trails End subdivision.

The City of Paducah desires to enter a Memorandum of Understanding with Trails End Development, LLC., for a Residential Infill Agreement. The Residential Infill Agreement will encourage residential infill development for the benefit of the City through residential housing and infrastructure development.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt an Ordinance authorizing the Mayor to execute the Memorandum of Understanding with Trails End Development, LLC, and any other necessary documents.

Attachments:

1. ORD - Residential Infill Agreement - Trails End Subdivision
2. MEMORANDUM OF UNDERSTANDING_Trails End
3. Trails End_Infill Agreement
4. Trails End final plat

ORDINANCE NO. 2025-____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITY OF PADUCAH, KENTUCKY, AND TRAILS END DEVELOPMENT, LLC., WITH RESPECT TO THE RESIDENTIAL DEVELOPMENT OF VACANT PROPERTY WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF PADUCAH; AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH MEMORANDUM OF UNDERSTANDING.

WHEREAS, the City of Paducah is charged with the responsibility of overseeing the proper and orderly development of vacant properties located within its corporate boundaries and of ensuring the integrity and quality of its existing residential neighborhoods; and

WHEREAS, the City of Paducah's economic well-being is related to and in many respects is dependent upon, sustained growth of its population and tax revenue base through development of vacant properties; and

WHEREAS, Trails End Development LLC., a Kentucky corporation (the "Developer"), is the present owner of a certain tract of vacant real estate located within the corporate boundaries of the City of Paducah upon which Developer proposes to construct a two-family residential development, which real estate is described in "Final Plat of Subdivision for Trails End Subdivision, 125 Ridgeview Street, Paducah, Kentucky," dated August 11, 2023, by Stephen Chino, a Kentucky P.L.S. No.3861, is attached hereto, and

WHEREAS, the Residential Development will encourage the development of orphaned or underutilized land located in the mature portions of Paducah where infrastructure and services are in place; and

WHEREAS, the Residential Development will encourage infill development that may have been underutilized or blighted, helping to catalyze revitalization and

WHEREAS, the Residential Development will promote the health of the existing public school system by increased residential development within the existing City of Paducah School System and

WHEREAS, the Residential Development will help maintain growth through infill development, which encourages a healthy economy and

WHEREAS, the Residential Development Agreement will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibilities of becoming a designated urbanized area and

WHEREAS, to ensure that the Residential Development will have a positive impact on

the entire community and to encourage the public purpose of infill residential development, it is necessary and desirable that the City now authorize the Memorandum of Understanding by and among the City and the Developer.

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

Section 1. Recitals and Authorization. The City hereby approves the Memorandum of Understanding among the City and the Developer (the "MOU") in substantially the form attached hereto as Memorandum of Understanding and made part hereof. It is further determined that it is necessary, desirable and in the best interests of the City to enter into the MOU for the purposes therein specified. The Mayor of the City is hereby authorized to execute the MOU, together with such other agreements, instruments, or certifications which may be necessary to accomplish the transaction contemplated by the MOU.

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:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 11, 2025

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *the Paducah Sun*, _____

\\ord\plan\Residential Infill Agreement – Trails End Subdivision

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (Agreement) made and entered into on the _____ day of _____, 20__, by and between the **CITY OF PADUCAH, KENTUCKY** (the “City” or “City of Paducah”), a municipality of the second class, and **TRAILS END DEVELOPMENT, LLC**, a Kentucky corporation (the “Developer”).

WHEREAS, the Developer is the present owner of Trails End Subdivision, as recorded in CABM, Page 1889 in the McCracken County Clerk’s office, located within the corporate boundaries of the City of Paducah upon which Developer proposes to construct a two-family residential development (the “Property”); and

WHEREAS, the City of Paducah is charged with the responsibility of overseeing the proper and orderly development of vacant properties located within its corporate boundaries and of ensuring the integrity and quality of its existing residential neighborhoods and

WHEREAS, the City of Paducah’s economic well-being is related to and in many respects is dependent upon, sustained growth of its population and tax revenue base through the development of vacant properties and

WHEREAS, the Residential Development (as defined herein) will encourage the development of two-family housing on vacant, orphaned, or underutilized land located in the mature portions of Paducah where infrastructure and services are in place and

WHEREAS, the Residential Development will encourage infill development that may have been underutilized or blighted, helping to catalyze revitalization and

WHEREAS, the Residential Development will promote the health of the current public school system through increased residential development within the existing City of Paducah School System and

WHEREAS, the Residential Development will help maintain growth through infill development, which encourages a healthy economy and

WHEREAS, the Residential Development will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibilities of becoming a designated urbanized area and

WHEREAS, to ensure that the Residential Development will positively impact the entire community, the City and the Developer have reached certain agreements respecting the construction and improvement of the Residential Development and wish to reduce the same to writing.

NOW, THEREFORE, in consideration of the foregoing premises, and for other value consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

A. Developer agrees to the following:

1. Develop the Property for the exclusive use as a two-family residential development and construct and install all public improvements within the residential development per the final subdivision plat or plats approved by the Paducah Planning Commission (the “Planning Commission”), the subdivision plans and stormwater management plan approved by the City Engineer, and all applicable subdivision regulations as set forth in Chapter 102, Article I and II of the *Code of Ordinances—City of Paducah, Kentucky* (the “Subdivision Ordinance”)(the “Residential Development”). For purposes of this Agreement, public improvements shall include: streets, sidewalks, curbs, gutters, storm sewers, stormwater conveyance systems, water supply and distribution facilities, sanitary sewer facilities, electric distribution facilities and street lights, and survey monumentation.

2. Submit to the Planning Commission for approval a preliminary subdivision plat and a final subdivision plat of the Residential Development to be constructed by the Developer on the Property in compliance with the Subdivision Ordinance.

3. Submit the subdivision and stormwater management plans for the residential development to the City Engineer for approval in compliance with the Subdivision Ordinance.

4. The use and development of the Property shall be restricted to only two-family residential units, which covenant shall run with the land and shall be binding on all parties claiming under and through the Developer unless canceled, altered, or amended by writing entered into by the Developer, or its successors, and the City of Paducah. This covenant on the use and development of the Property shall be incorporated in the covenants and restrictions of the Property, which will be filed with the application for a preliminary and final subdivision plat of the Residential Development and ultimately place of record in the McCracken County Court Clerk’s office.

B. City agrees to the following:

1. In consideration of the commitments and agreement of the Developer set for above, the City agrees to that upon the approval of the final subdivision plat of the Residential Development and acceptance of all public improvements as defined in paragraph A (1) above. Simultaneous thereto, the City of Paducah agrees to approve and enter into a residential infill development agreement in substantially the same form as attached hereto as **Exhibit A** (the “Infill Agreement”) with the Developer.

2. The Infill Agreement shall evidence the City’s agreement to reimburse Developer for the actual and reasonable initial costs and expenses incurred by Developer to construct and install the public improvements within the Residential Development to be acquired and owned by the City up to an amount not to exceed the total amount of ad valorem real property taxes assessed and collected by the City over a five (5) year period, commencing with the execution of the Infill Agreement, from the Residential Development constructed on the Property. For the purpose of this

Agreement, the public improvements to be acquired and owned by the City shall include streets, sidewalks, curbs and gutters, storm sewers, and a stormwater conveyance system located within the public right of way.

3. The City shall have no obligation whatsoever to reimburse the Developer in excess of the total amount of ad valorem real property taxes actually collected and received by the City or 20% of total infrastructure cost, whichever is lesser during each of the five (5) year periods. Further, the City's obligation to reimburse the Developer shall automatically terminate upon payment in full of all such eligible costs and expenses or at the end of the five (5) year periods, whichever occurs first.

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

1. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns. The Developer shall not assign its rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to City.

2. **Merger Clause.** The parties agree and understand that this Agreement represents the entire and exclusive agreement between the parties and that all prior representations, covenants, warranties, understandings, and agreements are merged herein. This Agreement may only be modified in writing and executed by all parties hereto.

3. **Construction.** This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky.

4. **Assurances.** The City and the Developer agree to execute such further documents and instruments as necessary to implement this Agreement's terms fully.

5. **Amendments.** This Agreement may not be modified or amended except in writing and signed by both parties.

6. **Execution and Delivery.** This Agreement shall be of no force or effect unless and until it shall have been executed by both the City and the Developer and approved by the governing body of the City of Paducah.

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

WITNESS parties' signatures as of the year and date first written above.

DEVELOPER:

CITY:

TRAILS END DEVELOPMENT, LLC

CITY OF PADUCAH, KENTUCKY

By _____
Jason Goins, Member

By _____
George P. Bray, Mayor

Date: _____

Date: _____

EXHIBIT A

TRAILS END SUBDIVISION

RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this ____ day of _____, 20__, by and between the City of Paducah, Kentucky; a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and Trails End Development, LLC, a Kentucky corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Board of Commissioners adopted Ordinance No. _____ authorizing the approval of a Memorandum of Understanding between Trails End Development, LLC, as Developers and the City of Paducah, which Memorandum of Understanding is dated _____ (the "MOU"); and

WHEREAS, Developer is the owner of a tract of real property, consisting of 7.96 acres of real property, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat which is entitled, "Final Subdivision Plat for Trails End Subdivision, 125 Ridgeview Street, Paducah, Kentucky, dated August 11, 2023, by Stephen Chino, a Kentucky Professional Land Surveyor (P.L.S. No. 3861) is attached hereto; and

WHEREAS, Developer has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developer's development of said tract of property as a subdivision for residential purposes from the Planning Commission on September 7, 2023, and by Board of Commissioners on October 24, 2023, Ordinance No. 2023-10-8793, which approval is evidenced by the Final Plat recorded in Plat Section CABM, page 1889, in the McCracken County Clerk's office.

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

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

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

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

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

WHEREAS, for the reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance,

the City is agreeable to reimbursing Developer for the cost and expenses (\$_____ per invoices provided by Developer and subsequently approved by the City Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for five (5) years beginning _____, 20____, through _____, 20____ (hereinafter referred to as "Period of Eligibility") the lesser to apply.

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

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

2. Acceptance by the Government. Upon construction of the Eligible Public Improvements, the improvements shall be inspected by the Government, which has jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies require correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government, having jurisdictional authority, shall thereafter maintain the Eligible Public Improvements at the Government's costs. Notwithstanding the foregoing, it is agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvements that do not meet the minimum standards of the Government.

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

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements, which are constructed in accordance with the Developer's Development and are ready to be accepted by the Government, shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor, and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expenses associated with the Developer's overhead, profit, or any other related expense shall not be considered for reimbursement. In the event that these records are NOT available, the City Engineer may accept an engineer's cost estimate that is representative of the value for eligible reimbursement expenses. The determination of which costs and expenses are eligible and whether construction and completion of the Eligible Public

Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement when the Developer has fully completed the construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before **April 30** of any calendar year.

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

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

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

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

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

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

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

(4) The annual compensation shall not exceed 20% of the actual Developer's cost to construct the infrastructure.

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

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

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

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

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

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

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

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

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

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

E. Amendments. This Agreement may not be modified or amended unless both parties agree and it is evidenced in writing and signed by both parties.

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

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

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns. The Developer shall not assign his rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

I. Effective Date of Agreement. This Agreement shall be effective on the date that the mayor of the City of Paducah executes it and receives the approval of the city's governing body.

J. Assurances. The Developer agrees to execute such further documents and instruments as are necessary to fully implement the terms of this Agreement.

CITY OF PADUCAH

(DEVELOPER).

By: _____
_____, Mayor, City of Paducah

By: _____

Date: _____, 20____

Date: _____, 20____

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

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

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

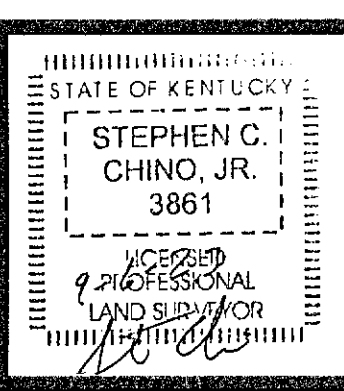
COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, (title) on behalf of _____.

My commission expires _____.

Notary Public, State at Large

M-1889

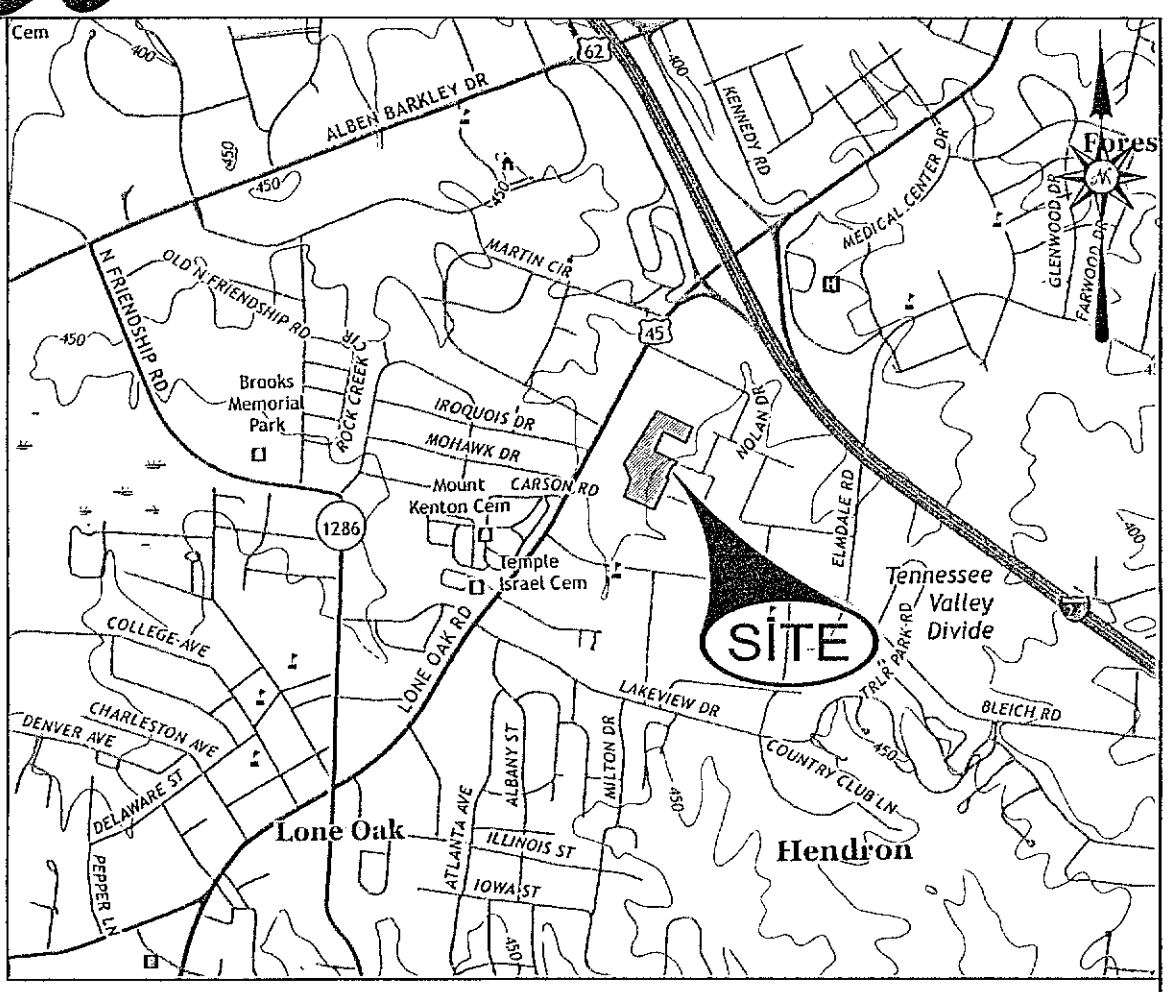


siteworx
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

FINAL SUBDIVISION PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A
BOUNDARY SURVEY AND COMPLIES WITH 201KAR 18:150
TRAILS END SUBDIVISION
125 RIDGEVIEW STREET
PADUCAH, KENTUCKY

PROJECT NO.: 21049
DATE: AUGUST 11, 2023
DRAWN BY: MM
CHECKED BY: SDC
REV. DESCRIPTION

SHEET
1
OF 1



VICINITY MAP
SCALE: 1" = 2000'

- LEGEND**
- EXISTING PROPERTY CORNER (AS NOTED)
 - EXISTING CONCRETE R.O.W. MONUMENT
 - 1/2" x 24" IRON PIN WITH PLASTIC CAP #3861 (SET AT TIME OF SURVEY)
 - 6" x 24" CONCRETE MONUMENT WITH CAP #3861 (SET AT TIME OF SURVEY)
 - PROPERTY LINE
 - ADJOINING PROPERTY LINE
 - CENTERLINE
 - EASEMENT LINE
 - BUILDING SETBACK LINE
 - MINIMUM BUILDING SETBACK LINE
 - RIGHT OF WAY
 - PUBLIC UTILITY EASEMENT
- M.B.S.L.
R.O.W.
P.U.E.

WAIVER REQUESTS

1. WAIVE REQUIREMENT OF SIDEWALKS ON BOTH SIDE OF THE STREETS AND ALLOW FOR SIDEWALKS ON ONLY ONE SIDE OF THE STREET.

STORMWATER DETENTION

I (WE), THE CURRENT PROPERTY OWNER(S), HEREBY ACKNOWLEDGE THAT THE DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT SHALL CONFORM WITH THE REGIONAL STORMWATER MANAGEMENT PLAN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES & REQUIREMENTS. THE CURRENT PROPERTY OWNER/DEVELOPER, SUCCESSORS AND ASSIGNS AGREE TO CONSTRUCT THE FACILITIES, ASSUME OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES FOR ALL STORMWATER MANAGEMENT CONTROL STRUCTURES AND STORMWATER DETENTION AREAS, DURING AND AFTER DEVELOPMENT. GRADING OF ALL SURFACE STORMWATER DETENTION BASINS (SAGS) SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

9-7-23
DATE
WALKER PROPERTIES OF WESTERN KENTUCKY, LLC

UNDERGROUND ELECTRICAL SERVICES & DISTRIBUTION RESTRICTION

ALL ELECTRICAL SERVICE AND DISTRIBUTION LINES SHALL BE INSTALLED UNDERGROUND AND THE GRADE OR ELEVATION OF THE LAND OVER WHICH THE FACILITIES ARE INSTALLED SHALL NOT BE LOWERED WITHOUT THE WRITTEN CONSENT OF PADUCAH POWER SYSTEM. ADDITIONALLY, THE COSTS OF REPAIR OR RELOCATION OF THE ELECTRICAL FACILITIES RESULTING FROM ANY CHANGES IN THE GRADE OR ELEVATION OF THE LAND SHALL BE BORNE BY THE PROPERTY OWNER(S). PADUCAH POWER SYSTEM SHALL BACKFILL EXCAVATED AREAS NECESSARY TO INSTALL THE ELECTRICAL FACILITIES UPON COMPLETION OF THE CONSTRUCTION AND, IN THE EVENT OF FURTHER SETTLING OF THOSE AREAS, IT SHALL BECOME THE RESPONSIBILITY OF THE PROPERTY OWNER TO ADD ADDITIONAL FILL MATERIAL AS NEEDED AND PADUCAH POWER SYSTEM SHALL NOT BE HELD LIABLE AS A RESULT OF FURTHER SETTLING OF THE GROUND.

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (ONE OF) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBDIVIDE THE PROPERTY AND TO DEDICATE ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON.

9-7-23
DATE
Walker Walker
PRINT NAME
MEMBER
TITLE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF McCracken
I, Paul Walker, a Notary Public in and for the State and County Aforesaid, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY Walker Walker, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 7 DAY OF September 2023.
NOTARY PUBLIC SIGNATURE: Paul Walker
MY COMMISSION EXPIRES ON THE 27 DAY OF April 2024

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

I, James Hubby, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOADED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.

GIVEN UNDER MY SEAL THIS 26th DAY OF October 2023
BY Mr. David D.C. Sam Notary Clerk
AND RECORDED IN PLAT SECTION 11, PAGE 1881

James Hubby CLERK
Carla Aulakh DEPUTY COURT CLERK

SURVEYOR'S CERTIFICATE

TO: WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
1315 PILLAR CHASE
PADUCAH, KY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIGHTS/HOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:25,311 BEFORE ADJUSTMENT OF THE ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY. THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

8/31/2023
DATE OF SURVEY COMPLETION
September 6, 2023
DATE OF SIGNATURE
St. C.
KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, GEORGE BRAY, MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED DEDICATION OF THE RIGHT-OF-WAY AND PUBLIC EASEMENTS AS SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE 2023-10-2713.3 ADOPTED AT A MEETING HELD ON 10-24-2023.

George Bray
MAYOR, CITY OF PADUCAH

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING HELD 08-07-2023

David Murphy
CHAIRMAN

CERTIFICATE OF APPROVAL OF STREETS

A FORM OF SECURITY IN THE AMOUNT OF \$355,000 HAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLIANCE OF ALL REQUIRED SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS & SPECIFICATIONS.

David Murphy
CITY ENGINEER
DATE: 10/24/23

GENERAL NOTES

OWNER & CLIENT:
WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
1315 PILLAR CHASE
PADUCAH, KY 42001

SOURCE OF TITLE:
DEED BOOK 1430, PAGE 774 PLAT SECTION "L", PAGE 1184
PLAT SECTION "L", PAGE 1410

TOTAL PROPERTY AREA:
7.96 ACRES (346,886 SQUARE FEET)

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED "R-2", (LOW AND MEDIUM DENSITY RESIDENTIAL) BY THE CITY OF PADUCAH ZONING ORDINANCE.

ZONING REQUIREMENTS:

SINGLE-FAMILY DWELLINGS:

- A. MINIMUM GROUND-FLOOR AREA: NO BUILDING SHALL BE ERRECTED FOR RESIDENTIAL PURPOSES HAVING A GROUND FLOOR AREA OF LESS THAN ONE THOUSAND SQUARE FEET, EXCLUSIVE OF PORCHES, BREEZEWAYS, TERRACES, GARAGES, AND EXTERIOR AND SECONDARY DRIVEWAYS.
- B. MINIMUM YARD SETBACK:
 - 1. FRONT YARD: 25 FEET
 - 2. SIDE YARD: 6 FEET
 - 3. REAR YARD: 25 FEET
- C. MINIMUM LOT AREA: 10,000 SF
- D. MINIMUM LOT WIDTH: 60 FEET
- E. MAXIMUM BUILDING HEIGHT: 35 FEET

TWO-FAMILY DWELLINGS:

- A. MINIMUM YARD SETBACK:
 - 1. FRONT YARD: 25 FEET
 - 2. SIDE YARD: 6 FEET
 - 3. REAR YARD: 25 FEET
- B. MINIMUM LOT AREA: 6,000 SF PER UNIT
- C. MINIMUM LOT WIDTH: 60 FEET PER STRUCTURE
- D. MAXIMUM BUILDING HEIGHT: 35 FEET

MULTI-FAMILY DWELLINGS:

- A. MINIMUM YARD SETBACK:
 - 1. FRONT YARD: 25 FEET
 - 2. SIDE YARD: 6 FEET
 - 3. REAR YARD: 25 FEET
- B. MINIMUM LOT AREA: 4,000 SF PER UNIT
- C. MINIMUM LOT WIDTH: 75 FEET
- D. MAXIMUM BUILDING HEIGHT: NONE

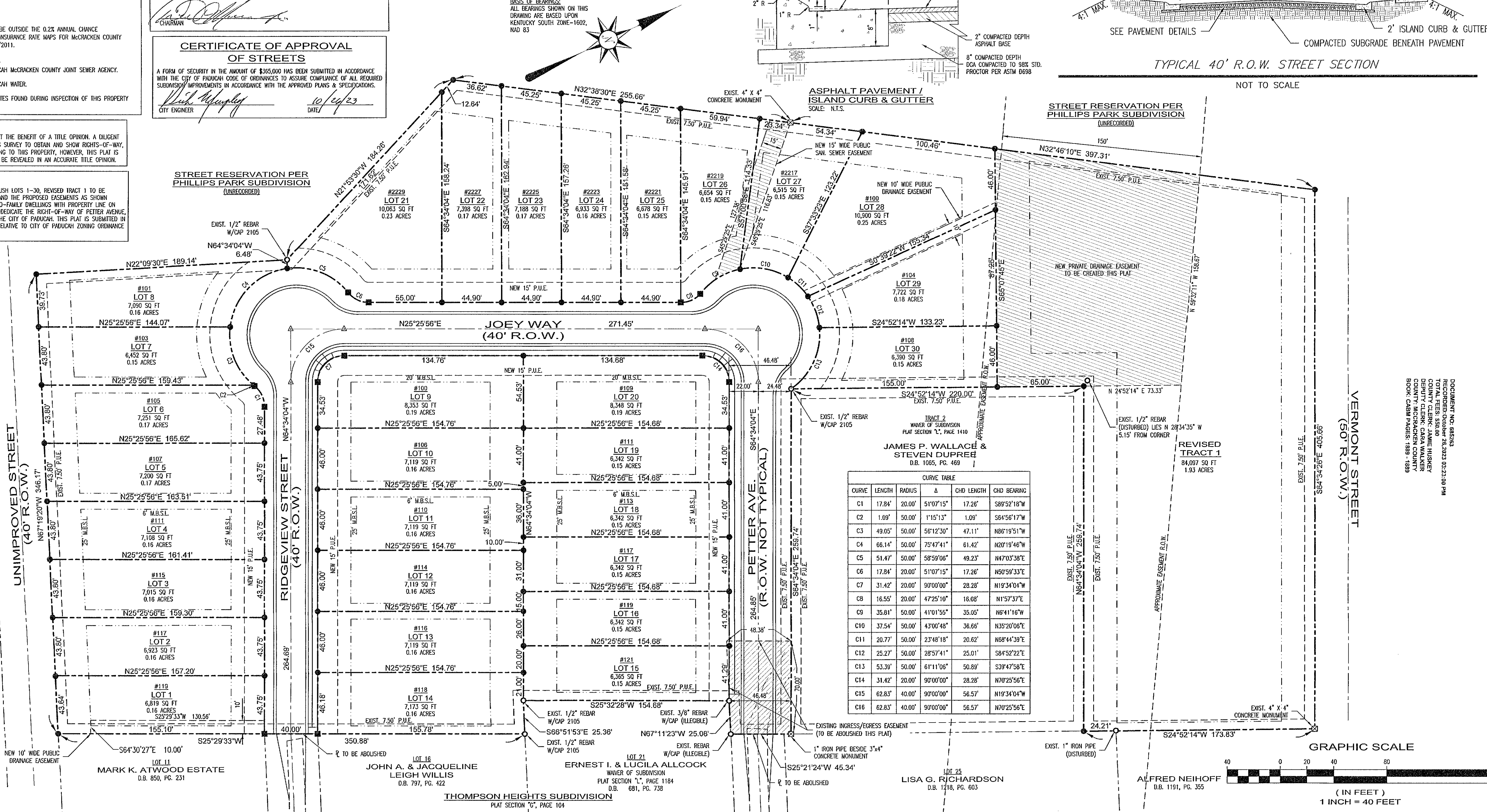
FLOOD NOTE:
FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR McCRACKEN COUNTY - MAP NO. 21145C0142F DATED 11/02/2011.

SANITARY SEWER AND PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED BY PADUCAH McCRACKEN COUNTY JOINT SEWER AGENCY.
SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

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

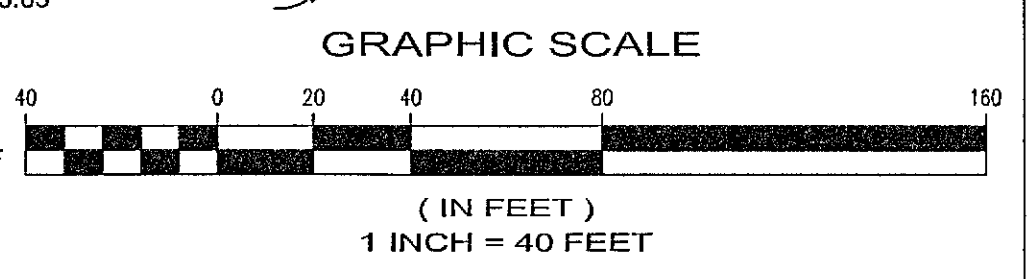
TITLE OPINION:
THIS PLAT HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER, THIS PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN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

INTENT:
THE INTENT OF THIS PLAT IS TO ESTABLISH LOTS 1-30, REVISED TRACT 1 TO BE RESERVED FOR FUTURE DEVELOPMENT, AND THE PROPOSED EASEMENTS AS SHOWN HEREON. LOTS 1-30 ARE TO SERVE TWO-FAMILY DWELLINGS WITH PROPERTY LINE ON THE BUILDING DIVISION WALL. ALSO, TO DEDICATE THE RIGHT-OF-WAY OF PETER AVENUE, RIDGEVIEW STREET, AND JOEY WAY TO THE CITY OF PADUCAH. THIS PLAT IS SUBMITTED IN ACCORDANCE WITH KRS CHAPTER 100 RELATIVE TO CITY OF PADUCAH ZONING ORDINANCE AND SUBDIVISION REGULATIONS.



CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CHD LENGTH	CHD BEARING
C1	17.84'	20.00'	51°07'15"	17.26'	S89°52'18"W
C2	1.09'	50.00'	1°15'13"	1.09'	S64°56'17"W
C3	49.05'	50.00'	56°12'30"	47.11'	N86°19'51"W
C4	66.14'	50.00'	75°47'41"	61.42'	N20°19'46"W
C5	51.47'	50.00'	58°59'06"	49.23'	N47°03'38"E
C6	17.84'	20.00'	51°07'15"	17.26'	N50°59'33"E
C7	31.42'	20.00'	90°00'00"	28.28'	N19°34'04"W
C8	16.55'	20.00'	47°25'10"	16.08'	N15°37'37"E
C9	35.81'	50.00'	41°01'55"	35.05'	N64°11'06"W
C10	37.54'	50.00'	43°00'48"	36.66'	N35°20'06"E
C11	20.77'	50.00'	23°48'18"	20.62'	N68°44'39"E
C12	25.27'	50.00'	28°57'41"	25.01'	S84°52'22"E
C13	53.39'	50.00'	61°11'06"	50.89'	S39°47'58"E
C14	31.42'	20.00'	90°00'00"	28.28'	N70°25'56"E
C15	62.83'	40.00'	90°00'00"	56.57'	N19°34'04"W
C16	62.83'	40.00'	90°00'00"	56.57'	N70°25'56"E



R15C3 202310

M-1889

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Amend Code of Ordinances Chapter 106 related to Gross Receipts for Medicinal Cannabis Businesses - **L. PARISH & J. PERKINS**

Category: Ordinance

Staff Work By: Lindsay Parish, Jonathan Perkins,
Stephanie Millay
Presentation By: Lindsay Parish, Jonathan Perkins

Background Information: The Commonwealth of Kentucky has adopted KRS Chapter 218B, providing for the legalization of the use of medical cannabis and the operation of medical cannabis facilities in the Commonwealth pursuant to the terms and conditions of state law. The Board of Commissioners of the City of Paducah adopted Ordinance No. 2024-08-8821 that established general provisions and zoning requirements for Medical Cannabis Businesses. This ordinance addresses licensing for Medical Cannabis Businesses under Chapter 106 *Gross Receipts License Tax*, of the Code of Ordinances. This ordinance amendment defines Medicinal Cannabis Businesses, sets a minimum fee of \$500, and creates Schedule F of the general license tax schedule. Schedule F determines the amount of tax payable by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.005 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005. In order to receive a business license, the Medicinal Cannabis Business will be required to present a valid license issued by the State, be in good standing with the City of Paducah, and be compliant with zoning code.

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

If yes, please list the Commission Priority: Revenue Equity.

Communications Plan: Staff has been and will continue to be in direct contact with the Medicinal Cannabis Business that plans to locate in the City of Paducah.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD 106 – Medicinal Cannabis Businesses Gross Receipts

ORDINANCE NO. 2025-

AN ORDINANCE AMENDING CHAPTER 106, ARTICLE III, GROSS RECEIPTS LICENSE TAX, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH TO ADDRESS MEDICAL CANNABIS LICENSING FOR THE CITY OF PADUCAH

WHEREAS, the Commonwealth of Kentucky has adopted KRS Chapter 218B providing for the legalization of the use of medical cannabis and the operation of medical cannabis facilities in the Commonwealth pursuant to the terms and conditions of state law; and

WHEREAS, the Board of Commissioners of the City of Paducah adopted Ordinance No. 2024-08-8821 that established general provisions and zoning requirements for Medical Cannabis Businesses; and

WHEREAS, the City of Paducah now wishes to address licensing for Medical Cannabis Businesses under Chapter 106 Gross Receipts License Tax, of the Code of Ordinances of the City of Paducah, by amending said Chapter.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 106, Article III, Gross Receipts License Tax, of the Paducah Code of Ordinances as follows:

Sec. 106-61. Definitions.

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

Agent means and includes a person who provides a service for and on behalf of another person for a commission under an agreement or arrangement whereby the person receiving the commission is obligated to pay for such person's own expenses associated with such person's transaction of business without reimbursement from the other party. Such expenses would include expenses relating to office rent and maintenance, clerical assistance and support staff, associates and agents, advertisement, and other expenses which are typically incurred in carrying on a business. The Finance Director shall be authorized to determine whether a person constitutes an agent under this article.

Business means and includes the carrying on, transacting or exercise, for gain or economic benefit, either directly or indirectly, of any business, trade, profession, occupation, vocation, calling or other type of commercial or mercantile activity of every kind and description, and the rendering of any type of service associated therewith, which is conducted in the City. The term "business" shall not include the usual activities of boards of trade, chambers of commerce, trade associations or unions (or other associations performing the services usually performed by trade associations or unions), or the United Way; corporations organized and operated exclusively for religious, charitable, scientific, literary, educational, or civic purposes, or for the prevention of cruelty to children or animals; or clubs or fraternal organizations operated exclusively for social, literary, educational or fraternal purposes, where no part of the earnings or income or receipts from such units, groups, or associations ensures to any private shareholder or individual; provided, however, that, if any such unit, group, or association shall engage in activities other than the activities in which such units, groups, or associations usually engage, such other activities shall be included in the term "business." Activities conducted for gain or profit by any educational institution, hospital, or any other institution mentioned in this article are included in the term "business."

Business entity means and includes all individuals, sole proprietorships and associations, and all legally created entities, including, but not limited to, corporations, limited liability companies, business development corporations, partnerships, limited partnerships, registered limited liability partnerships, joint stock companies, receiverships, trusts, professional service organizations, or any other legal entity or organization through which business is conducted. A business entity shall also include an agent as that term is defined under this article, and an independent contractor or other person who is not an employee as that term is defined under article IV. A business entity shall not include any employee who is required to pay the license fee on the employee's compensation under article IV.

Business entity location means and includes each physical location of a business entity.

Fiscal year shall have the same meaning as defined in section 7701(a)(24) of the Internal Revenue Code.

Gross receipts shall be defined in accordance with the following provisions:

- (1) The term "gross receipts" means and includes all revenues or receipts of value derived from the sale, lease, or other disposition of goods, services or property, or the title, use and possession relating thereto, from any business, of any kind conducted in the City, in the form of cash, credits, or other value proceeding from or accruing from the sale of tangible property (real or personal) or the rendering of any services, or both, including and without any deductions therefrom for interest, rentals, royalties, the cost of material used, the cost of goods sold, labor costs, taxes, or any other costs, or any other expenses whatsoever; provided, however, that a deduction from gross receipts shall be authorized for the following amounts, subject to the condition that such deduction is made and scheduled on the return and application which reports the gross receipts:
 - a. The amount of State or Federal excise, sales and use taxes computed on a basis of the sales prices of commodities sold by a taxpayer.
 - b. The amount of any refund or credit given on a sale price of property sold and returned during the period covered by the return. If the total amount received is refunded or allowed as a credit, the total sales price of the article returned may be deducted from gross receipts. If a part of the total sales price is refunded or allowed as a credit, the amount to be deducted from the gross receipts is the amount refunded or allowed as a credit.
 - c. The amount of accounts receivable which have been written off during the period covered by the return, provided that such accounts receivable were reported as gross receipts under the return.
 - d. The amount of gross receipts from the sale of alcoholic beverages licensed under chapter 6 and laws of the state.
- (2) The term "gross receipts," when used in connection with, or in respect to, financial transactions involving the sale of notes, stocks, bonds, or other securities, or the loan, collection, or advance of money, or the discounting of notes, bills or other evidence of debt, or the assignment of, or purchase of, municipal, County, or State tax bills, means the gross interest, gross discount, gross commission, or other gross receipts earned by means of or resulting from such financial transactions, but the term "gross receipts" shall not include amounts received as repayment of the principal of debts.
- (3) The term "gross receipts," when applied to all principals and agents, includes not only the amounts actually received by them but also includes all commissions paid by them or received for them by brokers, commission merchants, attorneys, or agents in such transactions, as the case may be, and all other expenses and discounts incident thereto.
- (4) The term "gross receipts" shall not include the gross receipts from sales made by a participant in an event relating to a parade or general assembly for which a permit was issued.
- (5) The term "gross receipts" shall not include any gross receipts which are solely attributable to any activity performed outside of the City which would be defined as an activity in interstate commerce which would be protected under the Commerce Clause of the United States Constitution.

- (6) The term "gross receipts" as otherwise defined under any classification which is identified and described under division 2 of this article shall be as defined in accordance with the specific provisions which are set forth under such classification.

Manufacturing means and includes the process whereby material having no commercial value for its intended use before processing and which has appreciable commercial value for its intended use after processing by machinery. The term "manufacturing" shall not include processing or finishing operations which do not change the general design or form of a product. The term "manufacturing" shall not include foundries, machine shops or in shops, blacksmiths or other sheet iron or metal work.

Medicinal Cannabis Business shall mean either a Cultivator, Dispensary, Processor, Producer, or Safety Compliance Facility, as defined in Chapter 218B of the Kentucky Revised Statutes, as may be amended.

- (1) *Cultivator* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (2) *Dispensary* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (3) *Processor* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (4) *Producer* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (5) *Safety Compliance Facility* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.

Person means and includes an individual, firm, partnership, joint venture, association, corporation (domestic and foreign), trust, estate, assignee, receiver, or any other legal entity or group or combination acting as a unit.

Revenue and receipts of value means and includes any value received from the sale, lease or other disposition of goods, services or property, or the title, use and possession of same. In addition to meaning a sale of property for money, the term "revenue and receipts of value" also includes any transaction, exchange, or barter or disposal or otherwise, for a consideration. The amount to be reported as receipts from a sale, lease or other disposition in a trade or business is as follows:

- (1) If the sale, lease or other disposition was made for a consideration wholly in cash, the total cash received constitutes the receipts.
- (2) If the sale, lease or other disposition was made for part in cash, the balance to be paid within a period of time, the amount of cash plus the amount which was to be paid constitutes the receipts, provided that the subsequent receipt of the deferred payment does not constitute a receipt under this article.
- (3) If the sale or lease or other disposition was made for part in cash and part by note or other evidence of indebtedness, the amount of cash plus the face value of the note of indebtedness constitutes the receipt; provided, however, that the subsequent receipt of payment of such note or evidence of indebtedness does not constitute a receipt within the meaning of this article.
- (4) If a sale, lease or other disposition is made for credit, the amount of such credit constitutes the receipt; provided, however, that subsequent liquidating of such credit does not constitute a receipt within the meaning of this article.
- (5) If the sale, lease or other disposition is on an installment basis, the total amount of the installments paid, or to be paid, constitutes the receipts, including any interest or carrying charges.
- (6) If the sale, lease or other disposition is made by exchange of property of any kind, the fair market value of the property received in exchange constitutes the receipts. However, where a used article is accepted in part payment of the purchase price of a new article, such as automobiles, furniture, washing machines, radios, mechanical refrigerators, and the like, the seller of the new article shall report the sales price of the new article less any allowance made for the used article. When such used article is sold, the sales price of the used article shall constitute receipts within the meaning of this article.

Tax district means and includes a city of the first to fifth class, County, urban-county, charter county, consolidated local government, school district, special taxing district, or any other statutorily created entity with the authority to levy net profits, gross receipts, or occupational license taxes.

Taxable gross receipts means and includes the gross receipts realized by a business entity from each physical business located and conducted in the City, or if a business entity realizes gross receipts from a business located both in the City and another tax district, that portion of the gross receipts which are taxable in accordance with the apportionment made under the apportionment provisions of section 106-67.

Wholesale means and includes the sale of something for resale or doing a regular business of selling large quantities of goods, wares or merchandise to industries, institutions or other businesses for processing in their operations at markups in prices which are comparable to those of wholesalers selling to retailers.

[. . .]

Sec. 106-101. General license tax schedule; minimum annual license tax.

- (a) A business entity shall pay an annual license tax for each business entity location according to the classifications that apply to the business which the business entity conducts in the City at each business entity location, subject to the minimum annual license tax as defined in subsection (b) of this section. A description of each classification under this article is set forth in the following sections. The annual license tax which is to be paid under each classification shall be computed in accordance with the rate schedule which is referenced in the classification, unless otherwise specified in the classification. The rate schedules which are to be utilized in computing the annual license tax under this article are as follows:
 - (1) The amount of tax payable under Schedule A shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.00045 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (2) The amount of tax payable under Schedule B shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.00075 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (3) The amount of tax payable under Schedule C shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.0015 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (4) The amount of tax payable under Schedule D shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.003 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (5) The amount of tax payable under Schedule E shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.0045 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (6) The amount of tax payable under Schedule F shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.005 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
- (b) The minimum annual license tax for cash classification shall be \$35.00, except as otherwise provided in the classifications as hereinafter defined. Any minimum annual license tax that is paid by a business entity for any reporting period shall be allowed as a credit against the annual license tax which the business entity is required to pay for that reporting period as required under this article.

Sec. 106-133. Medicinal Cannabis Businesses

- (a) The minimum annual license tax for each Medicinal Cannabis Business shall be \$500.
- (b) Any business entity engaging in the business of a Medicinal Cannabis Business shall pay an annual license tax under Schedule F of Section 106-101.
- (c) In order to be granted a business license and/or a renewal of said business license, the Medicinal Cannabis Business must provide the Finance Department with a valid license issued by the appropriate Cabinet of the Commonwealth pursuant to KRS Chapter 218B, as amended and be in good standing with the City of Paducah, including but not limited to compliant with City Code of Ordinances Chapter 126.

SECTION 2. 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, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____

ORD\106 – Medicinal Cannabis Businesses Gross Receipts

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2025

Short Title: Amend Code of Ordinances Chapter 2 to abolish 911 Landline Fees - **D. JORDAN**

Category: Ordinance

Staff Work
By: Lindsay
Parish
Presentation
By: Daron
Jordan

Background Information: Chapter 2, Article V, Division 4 Police Department, of the Code of Ordinances of the City of Paducah authorizes a land line fee in the amount of \$2.50 to be collected by all telephone companies providing telephone service to residents of the City of Paducah. The Board of Commissioners adopted Ordinance No. 2024-10-8827 authorizing an Agreement for Provision of Emergency 911 Services between the City of Paducah and McCracken County. As part of the Interlocal Agreement Section V(C), the City and County agreed to abolish all landline fees after parcel fees have been assessed and sufficient revenue has been collected.

This ordinance amends Chapter 2, Article V, Division 4 Police Department of the City of Paducah Code of Ordinances to remove the landline fees and make other necessary edits to align with the Interlocal Agreement.

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

If yes, please list the Commission Priority: 911 Radio Equipment Upgrade, Governance, and Revenue

Communications Plan: The City will communicate the change directly to the telephone companies impacted.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Amend 911 Ordinance – Abolish Landline Fees

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 *POLICE*
DEPARTMENT, OF THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH TO ABOLISH LANDLINE FEES**

WHEREAS, Chapter 2, Article V, Division 4 *Police Department*, of the Code of Ordinances of the City of Paducah authorizes a land line fee in the amount of \$2.50 to be collected by all telephone companies providing telephone service to residents of the City of Paducah; and

WHEREAS, the Board of Commissioners adopted Ordinance No. 2024-10-8827 authorizing an Agreement for Provision of Emergency 911 Services (hereinafter “Interlocal Agreement”) between the City of Paducah and the County of McCracken; and

WHEREAS, as part of the Interlocal Agreement Section V(C) the City and County agreed to abolish all landline fees after parcel fees have been assessed and sufficient revenue has been collected; and

WHEREAS, the City of Paducah now wishes to amend Chapter 2, Article V, Division 4 *Police Department* of the City of Paducah Code of Ordinances to remove the landline fees and make other necessary edits to align with the Interlocal Agreement.

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

SECTION 1. Code Amendment. That the City of Paducah, Kentucky hereby amends Chapter 2 of the Paducah Code of Ordinances as follows:

**Sec. 2.280. ~~Emergency Communications Services Manager~~
~~Criminal Justice Agency Director.~~**

- (a) *Position Established.* There is hereby created and established the position of ~~911 Communications Services Manager.~~ Criminal Justice Agency Director.
- (b) *Duties.* The ~~911 Communications Services Manager~~ Criminal Justice Agency Director shall be the Chief of the Paducah Police Department or his/her designee and shall have the general responsibility of supervising the Department’s employees and the day to day functions of the Division, except that the Chief of Police shall have exclusive management/control of all communication terminals which access LINK/NCIC/National Law Enforcement Telecommunications System (NLETS) files, including employee training and discipline related to communication terminals which access LINK/NCIC/National Law Enforcement Telecommunications System (NLETS). The ~~911 Communications Services Manager~~ Criminal Justice Agency Director shall have the responsibility of providing emergency 911 services for the city and other agencies that contract for services. The ~~911 Communications Services Manager~~ Criminal Justice Agency Director shall have all general authorities and powers necessary to carry out these responsibilities and shall report to the Chief of Police if the Chief of Police does not serve in the role of Criminal Justice Agency Director.
- (c) ~~*Authority.* The 911 Communications Services Manager is authorized to retain, with approval of the City Manager, an independent certified public accountant who shall audit, not more often than once every twelve (12) months, the books of any private commercial telephone service or owner of a dispersed private telephone system (DPTS) that~~

~~provides local and 911 emergency service to subscribers for compensation under KRS 65.760, et seq., for the following purposes:~~

- ~~(1) To verify the accuracy of collection, receipts, and disbursements of all fees; and~~
- ~~(2) To verify the accuracy of the number of 911 subscribers to any private commercial telephone services or DPTS.~~

~~The independent certified public accountant shall make available a report of the audit of the 911 Communications Services Division to the 911 Communications Manager, the Chief of Police, the Financial Director, the City Manager, and the Mayor. The independent certified public accountant shall also forward a copy of the audit to the appropriate officer for any private commercial telephone service or DPTS.~~

Sec. 2.281. 911 Communications Services Division Paducah-McCracken 911 Service Employees.

- ~~(a) *Civilian Employees.* Employees of the 911 Communications Services Division Paducah-McCracken 911 Service shall be unsworn civilian employees and shall not be entitled to the rights and procedures set forth in KRS § 15.520, et seq.~~
- ~~(b) *Hiring, Firing, and Discipline.* The 911 Communications Services Manager If the Chief of Police does not serve in the role of Criminal Justice Agency Director, that person shall make recommendations to the Chief of Police as to the hiring, firing, and discipline of 911 Communications Services Division Paducah-McCracken 911 Service employees. The Chief of Police shall have final authority as to all hiring, firing, and disciplinary decisions concerning any Paducah-McCracken 911 Service employee in the 911 Communications Services Division who has authority to access the NCIC Terminal. The hiring, firing, and disciplinary authority for 911 Communications Services Division Paducah-McCracken 911 Service employees who do not have authority to access the NCIC Terminal is the same as for all other civilian employees of the Paducah Police Department.~~

Sec. 2.282. Funding. Fees for Services.

- ~~(a) Funding for the Paducah-McCracken 911 Service shall be in accordance with the Interlocal Agreement for Provision of Emergency 911 Services between the City of Paducah and the County of McCracken, as amended.~~

~~All telephone companies providing telephone service to residents of the City of Paducah shall collect from each line the sum of \$2.50 per month, beginning July 1, 2016.~~

- ~~(b) All telephone companies shall remit all fees to the City of Paducah within ten (10) days after the end of each month.~~
- ~~(c) All telephone companies providing services to persons/entities for whom the City of Paducah provides 911 services shall be subject to the audit procedure outlined in Sec. 2-280(e).~~

Sec. 2.283. — Authorization to Contract.

~~— The Mayor, on behalf of the city, is authorized to execute a letter of intent, lease, and/or service agreement providing for the implementation, maintenance, and funding of the 911 Communications~~

Services Division of the Paducah Police Department. The Mayor, on behalf of the city, is further authorized to contract with other agencies, for a fee, to provide 911 services therefor.

Sec. 2.284. — Penalties.

— Any person and/or entity in violation of the provisions of section 2-282(a) or (b) shall be subject to a penalty equal to five (5) percent of the total fees due for each day or fraction thereof that the fees for services is late.

[...]

SECTION 2. 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 3. Severability. If any section, clause, or provision of this ordinance is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect

SECTION 4. Effective Date. 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 _____
Adopted by the Board of Commissioners _____
Recorded by Lindsay Parish, Paducah City Clerk, _____
Published by The Paducah Sun, _____
ORD\Amend 911 Ordinance – Abolish Landline Fees