



Amended March 3, 2025

**SPECIAL CALLED CITY COMMISSION MEETING
AGENDA FOR MARCH 4, 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

DELETIONS

PROCLAMATION Paducah Craft Beer Day - Cory Greene & Todd Blume

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 February 11, 2025, Regular Meeting & Special Called Meeting of the Board of Commissioners
	B.	Receive & File Documents
	C.	Appointment of Storm Wilson and Kathleen McHaney to the Paducah Civic Beautification Board
	D.	Personnel Actions
	E.	Authorize the Application and Acceptance of a Kentucky Highway Safety Grant in the Amount of \$30,000 - B. LAIRD
	F.	Approve the Hdl Contract - J. PERKINS
	G.	Approval of Contract Modification for increase of Scope in Contract with A&K Construction, Inc for the re-roof and renovation of the Technology Department in an amount of \$28,404.00 - C. YARBER
	II.	<u>RESOLUTION(S)</u>

		A.	Adopt the Findings of Fact and Conclusion of Law for the Rezoning Petition of 200 Fountain Avenue - C. GAULT
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	2020A GOB Arbitrage Payment - J. PERKINS
		B.	<u>Approve the Hotel Metropolitan Co-stewardship Agreement</u> - H. REASONS
	IV.	<u>ORDINANCE(S) - ADOPTION</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>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

February 11, 2025

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, February 11, 2025, at 3:30 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).

Note: City Clerk Lindsay Parish had to leave the meeting at approximately 4:19 p.m. Assistant City Clerk Claudia Meeks served as Clerk for the remainder of the meeting.

PUBLIC HEARING – REZONING OF 200 FOUNTAIN AVENUE

The City Commission held a public hearing for a request for rezoning 200 Fountain Avenue from R-1 Low-Density Residential to Neighborhood Services Zone (Zoning Case No. ZON2024-0002). Such request, made by property owner Nathan Myers, was initially heard by the Paducah Planning Commission on May 6, 2024, and June 3, 2024, and received a favorable recommendation for rezoning on June 3, 2024.

The matter before the Board of Commissioners stems from a request for referral to the Board of Commissioners by William and Teri Coscarelli, owners of 220 Fountain Avenue, and Terri and Jack Buri, owners of 319 Fountain Avenue.

The following individuals made comments regarding the rezoning of 200 Fountain Avenue:

- William Coscarelli
- Nathan Myers
- Richard Taylor
- Teri Coscarelli
- Phyllis Flowers
- LaNelle Mason
- Terri Buri
- Jack Buri

Having provided all interested parties an opportunity to be heard at the meeting, the Board of Commissioners voted to deny the Petition to Rezone 200 Fountain Avenue in Case No. ZON2024-0002, and requested Counsel prepare a proposed findings of fact, based on the record, including public commentary and deliberations.

Commissioner Henderson offered motion, seconded by Commissioner Smith, to deny the petition to rezone 200 Fountain Avenue. Motion passed on a call of the roll as follows: Aye, Commissioner Henderson, Smith, and Wilson (3). Nay, Commissioner Thomas and Mayor Bray (2).

ADJOURN

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

February 11, 2025

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

TIME ADJOURNED: 5:08 p.m.

ADOPTED: March 4, 2025

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Claudia S. Meeks, Assistant City Clerk

February 11, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, February 11, 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 the Assistant City Clerk, Claudia Meeks, the following the following answered to their names: Commissioners, Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

The meeting officially began at 5:16 p.m. due to a Special Called Meeting of the Board of Commissioners that went a few minutes late.

INVOCATION

Commissioner Thomas led the Invocation.

PLEDGE OF ALLEGIANCE

The Mayor led the pledge.

ADDITION

Item III(B) to authorize the purchase of 1801 Guthrie Avenue, 737 Goebel Avenue and 720 Joe Bryan Drive.

PRESENTATIONS

Communications Manager Pam Spencer offered the following summary:

“Presentation about Kentucky Small Business Development Center in Paducah

Aaron Harned, director of the Kentucky Small Business Development Center (SBDC) in Paducah, provided an overview of the center which serves 13 counties in western Kentucky. The SBDC provides one-on-one business coaching at no cost to existing business owners and potential entrepreneurs in addition to providing access to capital through grants, loans, and equity investments. The center also offers a variety of low-cost training programs taught by industry experts and qualified SBDC Coaches. For Fiscal Year 2024, Paducah’s center provided 632 coaching hours, supported 584 jobs, and bought/started 24 businesses. The capital infusion was \$7.43 million.

Kentucky SBDC is co-sponsored by the U.S. Small Business Administration. There are 14 service centers statewide. Paducah’s Center is located inside the Emerging Technology Center at West Kentucky Community & Technical College.”

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

February 11, 2025

I(A)	Approve Minutes for the January 27, 2025, Joint Special Called Meeting of the Board of Commissioners and the McCracken Fiscal Court, and the January 28, 2025, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 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 <u>Deed File:</u> 1. Deed of Conveyance – Paducah Independent School District to City of Paducah – 600 Glenwood Drive – MO #2991 <u>Contract File:</u> 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
I(C)	Reappointment of Jimmy Rex “Jay” Smith II and Gregory Cannon to the Brooks Stadium Commission. Said terms shall expire December 5, 2028.
I(D)	Reappointment of Paul King, Jimmy Evans and Kerry Fulcher to the Building, Electrical, Fire Codes Appeals Board. Said terms shall expire January 22, 2028.
I(E)	Personnel Actions.
I(F)	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
I(G)	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

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

February 11, 2025

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

RESOLUTION

OPPOSING HB 253 REGARDING CENTRALIZED COLLECTION OF LOCAL OCCUPATIONAL FEES/TAXES

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Resolution entitled, “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.”

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

MUNICIPAL ORDER

ACCEPTANCE OF A SUB-AWARD FROM NEXTOP, INC., FOR WORKFORCE OPPORTUNITIES FOR RURAL COMMUNITIES VI GRANT

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (MO #3015; BK 14)

AUTHORIZE PURCHASE OF 1801 GUTHRIE AVENUE, 737 GOEBEL AVENUE AND 720 JOE BRYAN DRIVE

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1801 GUTHRIE AVENUE, 737 GOEBEL AVENUE, AND 720 JOE BRYAN DRIVE PADUCAH, MCCracken COUNTY, KENTUCKY.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and

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Mayor Bray (5). (MO #3016; BK 14)

ORDINANCE INTRODUCTIONS

AUTHORIZING CLOSURE OF 15,460 SQUARE FEET OF NORTH THIRD STREET BETWEEN HARRISON STREET AND EXECUTIVE BOULEVARD

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of 15,460 square feet of North 3rd Street between Harrison Street and Executive Boulevard 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.

APPROVE MEMORANDUM OF UNDERSTANDING – RESIDENTIAL INFILL AGREEMENT FOR TRAILS END SUBDIVISION

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: The City of Paducah approves the Trails End Subdivision Residential Infill Development Agreement with Trials End Development, LLC for a period of five (5) years with a total rebate not to exceed the total amount of ad valorem real property taxes actually received by the City, or twenty percent (20%) of total infrastructure cost, whichever is less, and authorizes the Mayor to execute all documents related to same.

AMEND CODE OF ORDINANCE CHAPTER 106 RELATED TO GROSS RECEIPTS FOR MEDICINIAL CANNABIS BUSINESSES

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This ordinance amendment defines Medicinal Cannabis Businesses, sets a minimum annual license tax 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

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\$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 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 *Zoning*.

AMEND CODE OF ORDINANCE CHAPTER 2 TO ABOLISH 911 LANDLINE FEES

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: 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 for Provision of Emergency 911 Services between the City of Paducah and the County of McCracken, as amended.

DISCUSSION

Communications Manager Pam Spencer offered the following summaries:

Discussion about Oak Grove Cemetery Policies and Procedures

“Director of Parks & Recreation Amie Clark provided an overview of Oak Grove Cemetery’s internal policy, fee schedule, and ordinance. There are a few discrepancies and inconsistent language among the three items that need to be clarified. Amendments will be presented at an upcoming meeting for official adoption.”

Economic Development Grant Discussion

“Greater Paducah Economic Development President/CEO Bruce Wilcox discussed with the Paducah Board of Commissioners a grant opportunity through the Kentucky Product Development Initiative (KPDII) which is overseen by the Cabinet for Economic Development. The maximum grant funds that could be awarded would be \$2 million. If awarded, those funds would be used to help fund the construction of a 100,000-square-foot spec building in Industrial Park West.”

COMMENTS

CITY MANAGER

- Commission Priorities meetings will be held February 21 at the Civic Center and February 22 at the Respite.
- There will be no Commission Meeting on February 25.
- There will be a called Commission Meeting on March 4.

COMMISSIONERS

COMMISSIONER HENDERSON: He’s happy to see the support that the City is giving for the Black History Month activities, and the art in City Hall.

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COMMISSIONER THOMAS: Invited everyone to the Art Reception at City Hall on February 21 from 5:00 p.m. to 7:00 p.m.

COMMISSIONER SMITH: The Forest Hills School building was mentioned in the last Commission Meeting. We need to talk to the School Board about removing that building.

CITY MANAGER: He spoke with the Superintendent this afternoon (Tuesday). The Superintendent informed him that despite rumors, the building has not been sold. The playground parcel is separate property that was gifted to the City for use as a park and for Paducah Water purposes. Forest Hills is required to maintain that playground equipment.

ADJOURN

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

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

TIME ADJOURNED: 6:46 p.m.

ADOPTED: March 4, 2025

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

March 4, 2025

RECEIVE AND FILE DOCUMENTS:

Minute File:

Notice of Special Called Meeting of the Board of Commissioners – February 21, 2025 and February 22, 2025.

Deed File:

1. Deed of Conveyance – Martin W. Operle, Jr. to the City of Paducah – 1200 Caldwell Street, MO #2996
2. Permanent Easement – Malinda L. Richie to City of Paducah – Seitz Street – MO #3003

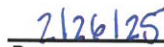
Contract File:

1. Escrow Agreement – Woodland Properties on Pines LLC., FNB Bank, Inc., and City of Paducah – ORD 2024-01-8803

CITY OF PADUCAH
March 4, 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


Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
March 4, 2025**

NEW HIRES - FULL-TIME (F/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bradford, Joshua	Parks Maintenance Laborer	\$17.59/hr	NCS	Non-Ex	March 6, 2025
<u>PUBLIC WORKS</u>					
Bell, Conner Michael	ROW Maintenance Person	\$22.44/hr	NCS	Non-Ex	March 6, 2025
Dover, Gavin	ROW Maintenance Person	\$20.08/hr	NCS	Non-Ex	March 6, 2025
Gimple, Kenneth Donald	Solid Waste Truck Driver	\$22.92/hr	NCS	Non-Ex	February 20, 2025
Robertson, Austin James	ROW Maintenance Person	\$22.44/hr	NCS	Non-Ex	March 6, 2025

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hooks, Allison T.	Summer Camp Coordinator	\$14.00/hr	NCS	Non-Ex	February 20, 2025
Martin, Salem Edward Wallace	Recreation Leader - Event Staff	\$14.00/hr	NCS	Non-Ex	February 20, 2025
Staples-Freeman, Helena	Recreation Leader - Athletics	\$14.00/hr	NCS	Non-Ex	February 20, 2025

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

<u>ENGINEERING</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>
Cunningham, Gary E.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Edmonds, Gary L.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Ford, Joe R.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Ford Jr., Presley D.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Hayden, Charles T.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Joiner, Brent I.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Jones, Norman R.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Lindsay, Sean A.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Mullen, Leonard E.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
Willis, Linn B.	Temporary - Floodwall Operator \$10.00/hr	Temporary - Floodwall Operator \$12.00/hr	NCS	Non-Ex	January 9, 2025
<u>POLICE</u>					
Boulton, Jon K.	Equipment Specialist \$17.04/hr	Equipment Specialist \$17.55/hr	NCS	Non-Ex	June 26, 2025

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

<u>FINANCE</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>
Queen, Karen	Senior Administrative Assistant \$26.14/hr	Senior Administrative Assistant \$26.92/hr	NCS	Non-Ex	January 23, 2025
<u>FIRE - PREVENTION</u>					
Fugate, Leslie L.	Chief Building Inspector \$42.60/hr	Chief Building Inspector \$43.88/hr	NCS	Non-Ex	January 9, 2025
<u>FIRE - SUPPRESSION</u>					
Burton, Joseph L.	Assistant Chief \$38.07/hr	Assistant Chief \$39.21/hr	NCS	Non-Ex	February 6, 2025
Denton, David A.	Deputy Chief \$57.30/hr	Deputy Chief \$59.02/hr	NCS	Ex	January 9, 2025
Tuck, Aaron M.	Lieutenant Firefighter \$20.77/hr	Firefighter \$17.88/hr	NCS	Non-Ex	February 13, 2025
<u>PARKS & RECREATION</u>					
Kimball, Elizabeth A.	Recreation Specialist \$22.81/hr	Recreation Specialist \$23.04/hr	NCS	Ex	January 23, 2025
<u>POLICE</u>					
Blackwell, Allison F.	Deflection Specialist	Deflection Specialist	NCS	Ex	February 20, 2025

Farrell, Kary K.	\$25.00/hr Senior Administrative Assistant	\$25.63/hr Senior Administrative Assistant	NCS	Non-Ex	February 6, 2025
Newton, Kimberly G.	\$24.93/hr Senior Administrative Assistant	\$25.55/hr Senior Administrative Assistant	NCS	Non-Ex	March 6, 2025
	\$26.92/hr	\$27.73/hr			
<u>PUBLIC WORKS</u>					
Benard, James	Solid Waste Truck Driver \$24.13/hr	Solid Waste Supervisor \$30.06/hr	NCS	Ex	February 20, 2025
Davis, Matthew R.	Fleet Mechanic II \$22.25/hr	Fleet Mechanic II \$22.81/hr	NCS	Non-Ex	February 6, 2025
Ferrell, Christopher L.	Maintenance Superintendent \$41.22/hr	Maintenance Superintendent \$42.46/hr	NCS	Ex	January 23, 2025
Richardson, Casey D.	Fleet Mechanic II \$28.99/hr	Compost Supervisor \$29.57/hr	NCS	Ex	February 20, 2025
Saxton, John W.	Solid Waste Superintendent \$37.75/hr	Solid Waste Superintendent \$38.88/hr	NCS	Ex	March 20, 2025

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Johnson III, Rufus Dean	Deputy Building Inspector	Termination	February 24, 2025
<u>POLICE</u>			
Baxter, Christopher L.	Captain	Retirement	March 31, 2025
Cupp, Brandon R.	Patrol Officer	Resignation	March 17, 2025
<u>PUBLIC WORKS</u>			
Burgard, Sabian	Solid Waste Truck Driver	Termination	February 20, 2025

Agenda Action Form

Paducah City Commission

Meeting Date: March 4, 2025

Short Title: Authorize the Application and Acceptance of a Kentucky Highway Safety Grant in the Amount of \$30,000 - **B. LAIRD**

Category: Municipal Order

Staff Work
By: Joseph
Hayes
Presentation
By: Brian Laird

Background Information: The Kentucky Transportation Cabinet's Highway Safety Program has a competitive, discretionary grant program for reimbursement of overtime work involved with traffic safety and for equipment for officers. The program covers several categories of overtime projects (impaired driving, occupant protection, police traffic services, and other traffic safety problems areas) that include DUI arrests, speeding citations, seat belt citations, and child restraint citations.

The PPD has been a successful applicant to this program for several years and is currently implementing this program from the most recent funding cycle. PPD is requesting approval to apply for \$30,000 in grant funds for overtime pay.

No match is required for this grant.

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 application and acceptance of the Highway Safety Grant and for the Mayor to sign all documents related to same.

Attachments:

1. MO - app and award FY2026 Highway Safety Grant

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF AN FY2026 HIGHWAY SAFETY GRANT IN THE AMOUNT OF \$30,000 THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the submission of an application in the amount of \$30,000 for an FY2026 Highway Safety Grant through the Kentucky Transportation Cabinet. These grant funds will be used for overtime pay for officers. No local match is required.

SECTION 2. That the City of Paducah hereby accepts the FY2026 Highway Safety Grant in the sum awarded through the Kentucky Transportation Cabinet for payment of overtime pay for officers, and authorizes the Mayor to execute all documents related to same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 4, 2025
Recorded by Lindsay Parish, City Clerk, March 4, 2025
mo\grants\app & award – FY2026 Highway Safety Grant – overtime

Agenda Action Form

Paducah City Commission

Meeting Date: March 4, 2025

Short Title: Approve the Hdl Contract - **J. PERKINS**

Category: Municipal Order

Staff Work By: Stephanie Millay, Jonathan Perkins, Daron Jordan

Presentation By: Jonathan Perkins

Background Information: In order for the City of Paducah to be more effective and intentional in the manner in which it seeks non-compliant occupational license entities, a contract with 'Hdl Companies' is recommended.

Hdl will utilize publicly available data to research and identify businesses currently not paying business license fees, gross receipt fees (business license), occupation tax fees and employer's quarterly withholding (payroll tax) for the City of Paducah, Kentucky.

The agreement remains in force for 1-year from the last date of execution and will automatically continue for subsequent 1-year terms unless either party gives a 60-day written notice to cancel.

The City will pay Hdl 50% of any such business license and/or payroll taxes and penalties collected by the efforts of Hdl Company. This sharing agreement will remain in place for said collections for 24 months.

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

If yes, please list the Commission Priority: Revenue Equity

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends that the Hdl Contract be approved.

Attachments:

1. MO contract-HdL Companies - Finance
2. Hdl Contract (Bobby Monroe)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HdL COMPANIES NC, TO RESEARCH AND IDENTIFY BUSINESSES CURRENTLY NOT PAYING BUSINESS LICENSE FEES, GROSS RECEIPT FEES, OCCUPATION TAX FEES, AND EMPLOYER'S QUARTERLY WITHHOLDING TO THE CITY OF PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with HdL Companies NC to research and identify businesses currently not paying business license fees, gross receipts fees, occupation tax fees, and employer's quarterly withholding to the City of Paducah. Payment shall be in the amount of fifty percent (50%) of any business license and/or payroll taxes and penalties collected by the efforts of HdL Companies for a period of 2 years after the noncompliant business is identified.

SECTION 2. This agreement remains in force for one year from the last date of execution and will automatically continue for subsequent one-year terms unless either party gives a sixty-day written notice to cancel.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 4, 2025
Recorded by Lindsay Parish City Clerk, March 4, 2025
MO\contract-HdL Companies - Finance

STATE OF KENTUCKY)
)
COUNTY OF MCCRACKEN) AGREEMENT
)
CITY OF PADUCAH)

- 1) HdL Companies NC, a California corporation ("HdL"), is authorized to do business in Kentucky and will obtain such licenses, permits, and approvals as may be required by law for performing the Services for the City of PADUCAH ("CLIENT"). HdL and CLIENT may be referred to herein individually as a "Party" and collectively as "the Parties."
- 2) HdL will provide certain services to CLIENT, including the following: HdL will utilize publicly available data to research and identify businesses currently not paying business license fees, net or gross profit fees, occupation tax fees, and employer's quarterly withholdings to CLIENT. HdL will contact such businesses which it identifies, and businesses identified by CLIENT, and work with the CLIENT and business to see the business is compliant with CLIENT's City Ordinance.
- 3) This Agreement is to remain in full force and effect for one (1) year from the last date of execution and will automatically continue for subsequent one (1) year terms unless cancelled by either Party giving the other 60-day written notice of such cancellation. However, upon cancellation, the CLIENT's obligation to pay HdL for recommendations made prior to the date of termination will survive as set forth in Paragraph 4 of this Agreement notwithstanding such termination.
- 4) CLIENT will pay HdL **50%** of such business license, net or gross profit fees, occupation tax fees, and employer's quarterly withholdings, and penalties collected by the efforts of HdL. Any additional business license, net profits, occupation tax fees withheld, and penalties paid by the same business during the next twenty-four (24) month period will also be subject to this agreement and HdL will receive **50%** of such fees and penalties paid by such business during that time.
- 5) CLIENT will reconcile such list with applications and fees received and pay to HdL such share of the fees and penalties within 30 days thereafter.
- 6) The calculation of such business license, net or gross profit fees, occupation tax fees, employer's quarterly withholdings, and penalties, which may apply, will be determined by the CLIENT based on such applications received through the efforts of HdL.
- 7) HdL will comply with all rules, regulations, and ordinances applicable, and will maintain all information in strict confidence. HdL will require all of its employees, officers and agents who are given access to CLIENT's information to sign the Oath and Affirmation.
- 8) HdL is not entitled to any business license, net or gross profit fees, occupation tax fees, or employer's quarterly withholdings collected by CLIENT from its normal and routine business license efforts.
- 9) Each party agrees to maintain in strict confidence all information received concerning revenues, expenses, and methods of doing business. Furthermore, HdL acts as a consultant only and does not receive any commissions or remuneration of any kind from any vendors or service providers.



- 10) HdL may engage subcontractors to assist with this project. If HdL engages subcontractors to assist with this project, all subcontractors' employees, officers and agents will be required to sign the Oath and Affirmation.
- 11) HdL is an independent contractor.
- 12) The provisions of this Contract shall be governed by the laws of the Commonwealth of Kentucky and venue of any legal matter relating to this Contract shall be in the State Courts of McCracken County, Kentucky.

The person(s) signing below are authorized to do so on behalf of their respective organizations. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

This Agreement is entered into effective as of the ____ day of _____, 20__.

CLIENT: City of PADUCAH, KY

HdL Companies NC

By: _____

By: *Bobby Monroe*

Printed Name: _____

Printed Name: Bobby Monroe

Title: _____

Title: Director of Sales

Address: _____

Address: 120 S. State College Blvd., Ste 200

City, St, Zip: _____

City, St, Zip: Winston-Salem, NC 27106

Phone # : _____

Phone #: 336.413.6955

Email : _____

Email: ncclients@hdlcompanies.com



Agenda Action Form

Paducah City Commission

Meeting Date: March 4, 2025

Short Title: Approval of Contract Modification for increase of Scope in Contract with A&K Construction, Inc for the re-roof and renovation of the Technology Department in an amount of \$28,404.00 - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Ferrell, Marcey Simmons

Presentation By: Chris Yarber

Background Information: Background information: On April 23, 2024, the Board of Commission approved Municipal Order #2887 giving permission to execute a contract for Technology Department renovations totaling \$779,104.00.

During the renovation, several unknowns had to be addressed for the project to continue, as well as one modification at the request of city staff.

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

If yes, please list the Commission Priority: City Facilities - Continuous Improvement

Communications Plan:

Funds Available: Account Name: Allie Morgan Rehab - Tech

Account Number: PF0084

Staff Recommendation: Authorize the Mayor to accept and to execute Contract Modification #1-#6 listed on attached page which increases A&K Construction's contract by \$28,404.00.

Attachments:

1. MO contract Modifications 1-6 - A&K Construction - IT Department
2. Contract Modification #1 Asbestos abatement \$ 2,530
3. Contract Modification #2 Suspended floor framing for server room relocation \$ 1,999
4. Contract Modification #3 Tankless water heater installed to free up electrical capacity \$ 7,848
5. Contract Modification #4 Asbestos abatement \$ 11,672
6. Contract Modification #5 Electrical Panel upgrade (Undersized ground wire) \$ 2,630
7. Contract Modification #6 Drinking fountain change to meet current standard \$ 1,725

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING CONTRACT MODIFICATIONS 1 THROUGH 6 TO THE CONTRACT WITH A&K CONSTRUCTION, INC., FOR THE RE-ROOF AND RENOVATION OF THE TECHNOLOGY DEPARTMENT IN AN AMOUNT OF \$28,404 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATIONS AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on April 23, 2024, the Board of Commissioners approved Municipal Order No. 2887 for a contract with A&K Construction, Inc., in the amount of \$779,104 for renovations to the Technology Department; and

WHEREAS, during the construction contract it was discovered that additional labor and materials were necessary to complete the scope of the work which totals \$28,404;

WHEREAS, the City now wishes to authorize said contract modifications.

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

SECTION 1. The City Commission hereby approves Contract Modifications 1-6 to the Agreement with A&K Construction, Inc., in the total amount of \$28,404, for a new total contract amount of \$807,508. Said Contract Modifications are as follows:

1. Contract Modification #1 – Asbestos abatement \$2,530
2. Contract Modification #2 – Suspended floor framing for server room relocation \$1,999
3. Contract Modification #3 – Tankless water heater installed \$7,848
4. Contract Modification #4 – Asbestos abatement \$11,672
5. Contract Modification #5 – Electrical Panel Upgrade \$2,630
6. Contract Modification #6 – Drinking fountain change \$1,725

SECTION 2. This expenditure shall be charged to Allie Morgan Rehab – Tech Account Number PF0084.

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, March 4, 2025

Recorded by Lindsay Parish, City Clerk, March 4, 2025

mo\contract modifications 1-6 – A&K Construction – IT Department

AIA Document G701 - 2017

Change Order

PROJECT: (Name and address)

City of Paducah IT Dept
Paducah, KY 42001

OWNER: (Name and address)

City of Paducah Public Works Dept
1120 North 10th Street
Paducah, KY 42001

CONTRACT INFORMATION:

Contract For: General Construction
Date: 04/24/2024

ARCHITECT: (Name and address)

IS design group, inc
401 Broadway, Paducah, KY 42001

CHANGE ORDER INFORMATION:

Change Order Number: 001 Revised
Date: 5/20/24

CONTRACTOR: (Name and address)

A&K Construction
100 Calloway Court
Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attachment A

The original Contract Sum was	\$	779,104.00
The net change by previously authorized Change Orders	\$	00.00
The Contract Sum prior to this Change Order was	\$	779,104.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,530.00
The new Contract Sum including this Change Order will be	\$	781,634.00

The Contract Time will be increased by Twenty-Seven (27) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECTURE FIRM, CONTRACTOR AND OWNER.

IS design group, inc.

ARCHITECTURE FIRM

Michael Campbell
SIGNATURE

Michael Campbell, Project Manager
PRINTED NAME AND TITLE

5/20/24
DATE

A&K Construction, Inc.

CONTRACTOR (Firm name)

Bill Beard
SIGNATURE

Bill Beard, President
PRINTED NAME AND TITLE

5/20/2024
DATE

City of Paducah

OWNER (Firm name)

Chris K. Varber
SIGNATURE

Chris K. Varber, Dir. of PW
PRINTED NAME AND TITLE

5/20/24
DATE

AIA® Document G701® - 2017

Change Order

PROJECT: (Name and address) City of Paducah IT Dept Paducah, KY 42001	CONTRACT INFORMATION: Contract For: General Construction Date: 04/24/2024	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 5/30/24
OWNER: (Name and address) City of Paducah Public Works Dept 1120 North 10th Street Paducah, KY 42001	ARCHITECT: (Name and address) i5 design group, inc 401 Broadway, Paducah, KY 42001	CONTRACTOR: (Name and address) A&K Construction 100 Calloway Court Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attachment A

The original Contract Sum was	\$ 779,104.00
The net change by previously authorized Change Orders	\$ 2,530.00
The Contract Sum prior to this Change Order was	\$ 781,634.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,999.00
The new Contract Sum including this Change Order will be	\$ 783,633.00
The Contract Time will be increased by Twenty-Seven (27) days.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECTURE FIRM, CONTRACTOR AND OWNER.

i5 design group, inc.	A&K Construction, Inc.	Chris Yeager
ARCHITECTURE FIRM	CONTRACTOR (Firm name)	OWNER (Firm name)
Michael Campbell	Bill Boyd	Chris Yeager
SIGNATURE	SIGNATURE	SIGNATURE
Michael Campbell, Project Manager	Bill Boyd, President	City of Paducah PW Director
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5/30/24	5/31/24	5/31/24
DATE	DATE	DATE

AIA® Document G701® - 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Paducah IT Dept Paducah, KY 42001	CONTRACT INFORMATION: Contract For: General Construction Date: 04/24/2024	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 6/19/24
OWNER: <i>(Name and address)</i> City of Paducah Public Works Dept 1120 North 10th Street Paducah, KY 42001	ARCHITECT: <i>(Name and address)</i> i5 design group, inc 401 Broadway, Paducah, KY 42001	CONTRACTOR: <i>(Name and address)</i> @ A&K Construction 100 Calloway Court Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attachment A

The original Contract Sum was	\$ 779,104.00
The net change by previously authorized Change Orders	\$ 4,529.00
The Contract Sum prior to this Change Order was	\$ 783,633.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,848.00
The new Contract Sum including this Change Order will be	\$ 791,481.00

The Contract Time will be increased by Twenty-Seven (27) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECTURE FIRM, CONTRACTOR AND OWNER.

i5 design group, inc. ARCHITECTURE FIRM	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
<i>Michael Campbell</i> SIGNATURE	SIGNATURE	SIGNATURE
Michael Campbell, Project Manager PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
6/19/24 DATE	DATE	DATE

AIA® Document G701® - 2017

Change Order

PROJECT: (Name and address) 42001 OWNER: (Name and address) 1120 10 42001	CONTRACT INFORMATION: Contract For: General Construction Date: 04 24 2024 ARCHITECT: (Name and address) i5 design group, inc 401 Broadway, Paducah, KY 42001	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 8/22/24 CONTRACTOR: (Name and address) 100 42001
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THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attachment A

The original Contract Sum was	\$ 779,104 00
The net change by previously authorized Change Orders	\$ 12,377 00
The Contract Sum prior to this Change Order was	\$ 791,481 00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,672 00
The new Contract Sum including this Change Order will be	\$ 803,153 00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECTURE FIRM, CONTRACTOR AND OWNER.

i5 design group, inc. ARCHITECTURE FIRM	CONTRACTOR (Firm name)	OWNER (Firm name)
<i>Michael Campbell</i> SIGNATURE	SIGNATURE	SIGNATURE
Michael Campbell, Project Manager PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
8/22/24 DATE	DATE	DATE

AIA® Document G701® - 2017

Change Order

PROJECT: (Name and address)

City of Paducah IT Dept
Paducah, KY 42001

OWNER: (Name and address)

City of Paducah Public Works Dept
1120 North 10th Street
Paducah, KY 42001

CONTRACT INFORMATION:

Contract For: General Construction
Date: 04/24/2024

ARCHITECT: (Name and address)

i5 design group, inc
401 Broadway, Paducah, KY 42001

CHANGE ORDER INFORMATION:

Change Order Number: 005
Date: 8/30/24

CONTRACTOR: (Name and address)

A&K Construction
100 Calloway Court
Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attachment A

The original Contract Sum was

\$ 779,104.00

The net change by previously authorized Change Orders

\$ 24,049.00

The Contract Sum prior to this Change Order was

\$ 803,153.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 2,630.00

The new Contract Sum including this Change Order will be

\$ 805,783.00

The Contract Time will be increased by Twenty-Seven (27) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECTURE FIRM, CONTRACTOR AND OWNER.

i5 design group, inc.

ARCHITECTURE FIRM

CONTRACTOR (Firm name)

OWNER (Firm name)

Michael Campbell
SIGNATURE

SIGNATURE

SIGNATURE

Michael Campbell, Project Manager
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

8/30/24
DATE

DATE

DATE

AIA® Document G701® - 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Paducah IT Dept Paducah, KY 42001	CONTRACT INFORMATION: Contract For: General Construction Date: 04/24/2024	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: 10/23/24
OWNER: <i>(Name and address)</i> City of Paducah Public Works Dept 1120 North 10th Street Paducah, KY 42001	ARCHITECT: <i>(Name and address)</i> i5 design group, inc 401 Broadway, Paducah, KY 42001	CONTRACTOR: <i>(Name and address)</i> A&K Construction 100 Calloway Court Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
See Attachment A

The original Contract Sum was	\$ 779,104.00
The net change by previously authorized Change Orders	\$ 26,679.00
The Contract Sum prior to this Change Order was	\$ 805,783.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,725.00
The new Contract Sum including this Change Order will be	\$ 807,508.00
The Contract Time will be increased by Twenty-Seven (27) days.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECTURE FIRM, CONTRACTOR AND OWNER.

i5 design group, inc.		
ARCHITECTURE FIRM	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
<i>Michael Campbell</i>		
SIGNATURE	SIGNATURE	SIGNATURE
Michael Campbell, Project Manager		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/23/24		
DATE	DATE	DATE

RESOLUTION

RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, ADOPTING THE FINDINGS OF FACT AND CONCLUSION OF LAW FOR THE REZONING PETITION OF 200 FOUNTAIN AVENUE

WHEREAS, the City of Paducah Board of Commissioners held a Public Hearing on February 11, 2025, on Zoning Case No. ZON2024-0002, and;

WHEREAS, said Zoning Case was a request for rezoning 200 Fountain Avenue from R-1 Low-Density Residential to Neighborhood Services Zone; and

WHEREAS, said request, made by property owner Nathan Myers, was initially heard by the Paducah Planning Commission on May 6, 2024, and June 3, 2024, and received a favorable recommendation for rezoning on June 3, 2024; and

WHEREAS, William and Teri Coscarelli, owners at 220 Fountain Avenue, and Terri and Jack Buri, owners at 319 Fountain Avenue, requested that the matter be heard before the Board of Commissioners of the City of Paducah; and

WHEREAS, having provided all interested parties the opportunity to be heard at the February 11, 2025, meeting, the Board of Commissioners voted to deny the Petition to Rezone 200 Fountain Avenue in Case No. ZON2024-0002, and requested Counsel prepare a proposed findings of fact, based on the record, including public commentary and deliberations.

NOW, THEREFORE, BE IT RESOLVED, that the City of Paducah Board of Commissioners adopts the Findings of Fact and Conclusions of Law for the Rezoning Petition of 200 Fountain Avenue (Zoning Case No. ZON2024-0002) in the form attached hereto and made part hereof, **Exhibit A**.

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 4th day of March, 2025.

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Exhibit A

REZONING PETITION 200 FOUNTAIN AVENUE FINDINGS OF FACT AND CONCLUSION OF LAW

The City of Paducah Board of Commissioners held a Public Hearing on February 11, 2025 at a special called meeting, on Zoning Case No. ZON2024-0002, a request for rezoning from R-1 Low Density Residential to Neighborhood Services Zone. Such request, made by property owner Nathan Myers, was originally heard by the Paducah Planning Commission on May 6, 2024 and June 3, 2024, and received a favorable recommendation for rezoning on June 3, 2024. The matter before the Board of Commissioners stems from a request for referral to the Board of Commissioners by William and Teri Coscarelli, owners at 220 Fountain Avenue, and Terri and Jack Buri, owners at 319 Fountain Avenue.

Having provided all interested opportunity to be heard at the February 11, 2025 meeting, the Board of Commissioners voted to deny the Petition to Rezone 200 Fountain Avenue in Case No. ZON2024-0002, and requested Counsel prepare a proposed findings of fact, based on the record, including public commentary and deliberations.

The following are the Paducah Board of Commissioners' **Findings of Fact and Conclusions of Law:**

The Current R-1 Zone at 200 Fountain Avenue is in agreement with the Comprehensive Plan. Further, the character of the neighborhood on Jefferson Street, where 200 Fountain Avenue is located would be altered if 200 Fountain Avenue was rezoned to NSZ. There have been no economic or social changes or drivers to suggest that NSZ is the appropriate zoning designation for 200 Fountain Avenue. Rather, the only change of an economic nature is the desire of the current owner of 200 Fountain Avenue to monetize the property. The physical character of the neighborhood remained the same for many years. The evidence does not suggest that rezoning 200 Fountain Avenue from R-1 to NSZ would be consistent with the requirements of KRS 100.213, as read to the Board of Commissioners by Counsel.

Summary:

A full copy of the videotaped March 20, 2024 Public Hearing can be found at https://www.youtube.com/watch?v=i_mq8fgYcNY and these finding of fact may be supplemented with a full written transcript as soon as the transcript is available and

will be incorporated herein by reference to provide a full and complete understanding of the proceeding and this recommendation is based thereon:

(1) Josh Sommer, AICP, City Planner III, spoke regarding the City of Paducah's Comprehensive Plan. Sommer advised that 200 Fountain Avenue is contained within the Jefferson Street-Fountain Avenue Historic District, established in July 1982. Sommer advised the location is adjacent to the Neighborhood Services Zone, and as such, expansion of the NSZ zone would not constitute spot zoning but would simply represent continuation of the NSZ zone. Sommer explained that spot zoning occurs when an area which is not adjacent or contiguous to the zone in question is rezoned for a particular purpose. The lot is 8,010 sq. ft. Due to its size, it is a non-conforming property in the R-1 zone, as the smallest lot size in the R-1 zone is 12,000 sq. ft. for a single-family structure. By contrast the NSZ zone provides that the smallest lot size for a single-family structure is 8,000 sq. ft. Sommer provided that the Comprehensive Plan addresses nonconformities, calling them "undesirable," with few exceptions. In addition, the front door to 200 Fountain Avenue faces Fountain Avenue.

Sommer further explained that the petitioner, Nathan Myers seeks rezoning in order to operate a short-term rental, which is a conditionally permitted use in NSZ zones. Any of the lots in the NSZ zone could apply for conditional use permits to operate businesses in those locations, subject to approval by HARC. Short term rentals are defined as rentals existing for less than thirty days, while rental agreements for longer than thirty days would be akin to more traditional rentals like apartments, rather than "Air BnB" rentals. Upon approval of a conditional use permit, a drive by inspection is conducted annually by Sommer, and the Planning Department otherwise relies upon notifications by the public to alert them if the property is not being used consistently with the conditional use permit.

Sommer was unable to provide any information as to why 200 Fountain Avenue was not included as NSZ when the area was rezoned in 2007, but provided that had he been employed in his current position at that time, he would have recommended that 200 Fountain Avenue be included in the NSZ zone. Commissioner Smith advised, that from his memory in service as a Commissioner, the theory was that Jefferson Street was sacred with historical structures, intended by the community to be a viewshed or spine of historical culture of the City when driving down Jefferson.

(2) Bill Coscarelli, owner of the property at 220 Fountain Avenue spoke regarding his request to refer the matter to the Board of Commissioners. Coscarelli opined that 200 Fountain Avenue should not be approved for rezoning to NSZ. Coscarelli noted that, initially, the Planning Commission voted 4-2 to recommend that the property remain zoned R-1. Coscarelli urged that preservation of the neighborhood is a wise decision, and that no other body could protect the neighborhood's integrity.

Coscarelli spoke on the roles of a neighborhood, noting that in City neighborhoods people organize festivals, paint fire plugs, paint the street, and draw visitors while short term renters do not. Coscarelli indicated that currently Paducah runs approximately 56% hotel occupancy rate, and that visitor needs are met by businesses like Marriott, which does a great job. Coscarelli noted that short term rentals take away from affordable housing, and that a robust neighborhood is key to a robust city.

As to City guidelines for zone changes, Coscarelli noted approximately 40 houses in a row along Jefferson which are zoned R-1, calling the row the "necklace of Paducah." Coscarelli pleaded that rezoning 200 Fountain Avenue as NSZ would effectively knock out a gem or piece of the necklace. Coscarelli advised that, visually according to the map, 200 Fountain Avenue would become an outlier if rezoned. He cited to the history of the stability of the street and R-1 zoning, asserting rezoning would make the property at 200 Fountain Avenue a non-conformity.

Coscarelli cited to the City's strategic goal of investment in housing stock, and states that changing the property into a short term rental is not consistent with the strategic goals.

He advised the neighborhood was placed on the national register of historic places in 1982 and is outlined in the map in the R-1 designated zone.

Finally, Coscarelli expressed concern over HARC's role in stability in the neighborhood. Coscarelli cited that the HARC organization lacks teeth and is not appropriately consulted by property owners. Coscarelli cited Petitioner Nathan Meyers' handling of tree cutting at 212 Fountain Avenue, but admitted he did not know if Myers had permission to cut the trees. Coscarelli advised he felt the state of affairs is a prediction of the transgressions he will experience if the area is rezoned.

Coscarelli compares the rezoning of 200 Fountain Avenue to letting an elephant's trunk enter the front door, stating that soon thereafter the distinct greeting of Jefferson Street would be lost as a hodge podge of other uses would be allowed in the neighborhood. Keeping a neighborhood stable is important. In relation to Coscarelli's stated concerns related to HARC, and upon inquiry by Commissioner

Thomas, Josh Sommer advised that HARC has the statutory authority to compel applicants who do not comply to come back before the HARC Board. Ramifications for those who do not follow requirements set by HARC include fines of \$250-\$500 per day.

(3) Nathan Myers, the owner of 200 Fountain Avenue spoke regarding his request that the property be rezoned to NSZ. Myers also owns property at 212 Fountain Avenue. His properties on Fountain Avenue are special to his family and he intends on keeping the properties indefinitely. Myers intends on getting a business license to operate a short term rental if the property is rezoned such that he was conditionally permitted to use the property as a short term rental. He is open to tying a time condition or ownership condition.

As to Coscarelli's concerns about compliance with HARC, Myers described complying with HARC in trimming dead trees. He vowed to take care of the property, noting that he lives immediately next door to 200 Fountain Avenue.

Myers advised he wishes to utilize the property for a short term rental for a "limited and every now and then use." He noted that he has a lot of family and friends that come to town and like to stay in the neighborhood. His goal is not to operate 200 Fountain Avenue strictly for a short term rental. Upon inquiry by Mayor Bray, Myers advised that he wished to operate as a short term rental for perhaps the big three of four events in Paducah each year (Barbeque, half-marathon, etc). He would actively manage the listing for any period in which he did not want to rent the property. Even if the property is not rezoned, Myers noted that he would maintain ownership of the property. Without the ability to operate a short term rental, he stated he will likely open up the property to mid-term rentals for traveling physicians or professionals, for periods over thirty days.

Myers cited nonconformities noted by Josh Sommer and agrees that rezoning would not be spot zoning. He urged that the property would not change, in that it would still be the same house and same yard, but would only change administratively such that he could get a conditional use permit.

Myers urged the Board of Commissioners to consider the message to the public and citizens on subordinate commissions, who place trust in the planning commission, stating the Board should affirm the work and research of Planning Commission and Planning Department. Myers claims a reversal of the Planning Commission's vote to recommend rezoning would have a chilling effect on other

who may want to do things the right way, and asserted that Mr. Coscarelli's concerns are an enforcement issue.

Several members of the public spoke. Their Commentary was generally as follows:

(1) Richard Taylor, 1501 Jefferson Street. He lives across the street from the old Katterjohn Building site. He is appreciative of the work tearing down the building assumes the half of the lot facing Jefferson will be zoned Residential. He is retired from higher education and volunteers as a Paducah Ambassador. He welcomes neighbors and even enjoys Halloween on Jefferson. Taylor noted zoning laws are intended to protect neighborhoods, and that no compelling reason was offered to change the zoning in this instance. Instead, he urged that the Board had heard many reasons to keep the zoning designation as R-1. He cites that if one exception is made for a property, it makes it easier for others to receive exceptions, likening the situation to allowing the camel's nose under the tent, and stating it would not be long before the "whole body" is under the tent. He does not believe the National Historical Registry would look kindly upon rezoning this property. He urged the Commission to protect the Jefferson and Fountain Avenue Historical Neighbors who do not want the zone to be changed.

(2) Terri Coscarelli, 220 Fountain Avenue. She is married to Bill Coscarelli, and notes they are Illinois transplants. Twenty-two years ago, they bought their home at Fountain Avenue based on the Jefferson Street neighborhood. The two raised their daughter at the location and were close with the former owner at 200 Fountain Avenue. She has walked dogs and sat on porches in the neighborhood and believes 200 Fountain Avenue is a home. She notes the Jefferson Street neighborhood has historically been protected by "the zoning fathers," and believes rezoning would be a mistake and a slippery slope.

(3) Terri Buri, 319 Fountain Avenue. She has lived in Paducah twice. She cites to notable members of the Jefferson Street Association over the years, including Eleanor Sanders, the first female stock broker in town, and Merryman Kemp. The Jefferson Street association was started in the 1980's in effort to prevent Jefferson Street from becoming commercialized. Fountain Avenue is a gateway to Jefferson Street and should remain R-1.

(4) Jack Buri, 319 Fountain Avenue. He is not in favor of rezoning. As to the issue of non-conformities, he is unsure when the lot size became a non-conformity. However, he notes that at one time rental properties were undesirable. Today, he believes there are fewer rental properties in the neighborhood and the neighborhood

has become more stable as a result. He wants neighbors, not visitors and wishes to maintain the neighborhood “with real people.”

(5) Gary Dick, 505 Fountain Avenue. He is from Mayfield, but retired in Paducah after 40 years. His wife demanded that they choose a location with sidewalks, neighbors, neighborhoods where they could walk dogs, and sit on porches. He loves the neighborhood. He noted the inclusion of Oxford Houses in the neighborhood. Dick expressed concern that also allowing short term rentals would increase traffic and would start taking away from the armor of Fountain Avenue, noting it will eventually dissolve what was supposed to be accomplished with the Fountain Avenue Revitalization Project.

(6) Three members of the public who had signed up to speak, merely noted that their comments had already been expressed by others and chose not to speak further.

The public meeting was closed at approximately 4:48 p.m., at which time the Board of Commissioners discussed and asked additional questions.

Mayor Bray requested Counsel, Kristen Krueger to advise the Board related to statutory procedures. Krueger recited KRS 100.213(1) to the Board, which provides for findings required for rezoning of the property. That statute provides:

Before any map amendment is granted, the planning commission or the legislative body or fiscal court must find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one (1) or more of the following apply and such finding shall be recorded in the minutes and records of the planning commission or the legislative body or fiscal court:

(a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate;

(b) That there have been major changes of an economic, physical, or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area.

Commissioner Henderson requested re-reading of subsection (b), related to major changes of an economic, physical, or social nature within the area. Commissioner Henderson expressed that he was conflicted, noting that he did not wish to disrespect City employees or push their work to the side. However, to change the zoning to NSZ on this property would alter the characteristics of that community and he found

no reason to disrupt what is already there. He found no evidence of change in character of the neighborhood, and little economic change. As such, Commissioner Henderson made a Motion to Deny the Petition to Rezone, as it would alter the character of the neighborhood and it would take away the quiet homey atmosphere the residents in the neighborhood. Visitors who would spark economic development could be welcomed in a different place than that neighborhood.

Commissioner Smith seconded Commissioner Henderson's Motion, and added that there had been no economic driver for that neighborhood, the R-1 Corridor on Jefferson, having remained the same for a long time. The physical characteristics of that R-1 zone have remained the same and looks the same as it has been, as well as the social character. The only driver is an individual who wants to monetize a piece of property on Jefferson. It is his opinion that it is insufficient to change the zoning of Jefferson, and he believes it is consistent with the comprehensive plan as zoned.

Commissioner Thomas requested additional information related to rezoning if there was a change in ownership. Sommer clarified that if rezoned, it would take an additional rezoning to revert back to R-1, unless there is not construction within five years. New owners would have to request additional conditional uses.

Commissioner Thomas also noted, as to the priority for affordable housing, denial of the rezoning request would not mean Myer would sell the property. Commissioner Henderson did not foresee that the property would be empty but that Myers would place individuals in the property.

Mayor Bray opined that he was conflicted, but did not believe this one change would change the face of an entire neighborhood. He noted that Mr. Myers could also keep the house full with the demand for nurses and visiting doctors which he has a right to do in R-1 zone. Mayor Bray expressed concerns about the property being non-conforming, but noted that he did not believe the 50+% occupancy in hotels being accurate. Mayor noted the growing community and projects in the City.

Commissioner Wilson requested whether the lot size was the only nonconformity or if there were other factors in addition thereto, such as the look of the neighborhood. Sommer advised that typically non-conformity refers to the use of a structure or the size of a lot but sometimes refers to the aesthetics. In this case, Sommer indicates the lot size is the non-conformity.

Commissioner Thomas indicated he is conflicted. He shared that because the property faces Fountain Avenue, rather than Jefferson Street. The outside of the property would not change.

The Assistant City Clerk called for a vote, with the results as follows:

Motion to Deny the Petition to Rezone 200 Fountain Avenue from R-1 to NSZ:

Commissioner Henderson – Yes.

Commissioner Smith – Aye.

Commissioner – Thomas – No.

Commissioner Wilson – Yes, explaining she has a hard time going against the recommendation of the staff and Planning Commission. There were circumstances surrounding the Planning Commission meetings causing it to come before the City Commission, and typically this should be handled by the Planning Commission with recommendations by the staff, but exceptional circumstances existed here.

Mayor Bray – No.

Agenda Action Form Paducah City Commission

Meeting Date: March 4, 2025

Short Title: 2020A GOB Arbitrage Payment - **J. PERKINS**

Category: Municipal Order

Staff Work
By: Jonathan
Perkins
Presentation
By: Jonathan
Perkins

Background Information:

2020A GOB Arbitrage Payment –

A prior Board of Commissioners (BOC) for the City of Paducah issued a General Obligation Bond (GOB), called GOB 2020A in January 2020, seeking funding for an aquatic facility with proceeds derived from a bond sale for \$20 million. A subsequent BOC decided not to build an aquatic facility and instead chose to use the bond proceeds for other capital items, including the Paducah-McCracken County Sports Plex, Barkley Regional Airport terminal, 911 Radio System, Paducah Civic Center, and other capital items.

Under federal law, a municipal debt-issuer is given 2 years to disburse bond proceeds without concern for arbitrage liability. Funds not expended within the prescribed time period are subject to Section 148 of the Internal Revenue Code of 1986 arbitrage computations. For the time period subsequent to the initial grace period of 2 years, the issuer may invest bond proceeds to create earnings, but the entity is restricted to not more than the arbitrage yield, in Paducah's case 2.442733%. Basically, the City earned interest on the available bond proceeds during the past 5 years, but in the more recent 3 years any funds earned in excess of the arbitrage yield must be remitted to the Internal Revenue Service (IRS).

The Yield Restriction Liability (arbitrage liability) of \$946,515.49 was calculated by Dinsmore for the City of Paducah for the five years ended January 28, 2025 (report attached) and payment must be received by the IRS, Department of Treasury, on or before March 29, 2025.

Another Yield Restriction Liability (arbitrage liability) re-calculation must be prepared no later than the earlier of (i) January 28, 2030; or (ii) the date of the final disbursement or discharge of the Bond proceeds.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Bond Fund

Account Number: 42000216 523070

Staff Recommendation: Staff recommends that the Payment for the 2020A GOB arbitrage payment to the IRS be approved.

Attachments:

1. MO 2025 Arbitrage Payment 2020A GOB
2. Rebate Report with Attachment - City of Paducah \$20,520,000, Series 2020A (5 Year)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE
PAYMENT IN AN AMOUNT OF \$946,515.49 TO THE INTERNAL REVENUE
SERVICE FOR THE 2020A GENERAL OBLIGATION BOND YIELD RESTRICTION
LIABILITY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to make payment in an
amount of \$946,515.49 to the Internal Revenue Service for the 2020A General Obligation
Bond Yield Restriction Liability (Arbitrage Liability).

SECTION 2. That the Mayor is hereby authorized to execute all documents
necessary to effectuate said payment.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 4, 2025
Recorded by Lindsay Parish City Clerk, March 4, 2025
MO\2025 Arbitrage Payment 2020A GOB



Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street ^ Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Arbitrage Rebate and Yield Restriction Calculation Report

\$20,520,000
City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A

For the Periods from: January 28, 2020 to January 28, 2025
January 28, 2023 to January 28, 2025

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Supplemental Schedules:

Proof of Yield on the Bonds	8
Proof of Yield on the Investments (01/28/20 to 01/28/25)	9
Calculation of Required Rebate Payment (01/28/20 to 01/28/25)	10
Proof of Yield on the Investments (01/28/23 to 01/28/25)	11
Calculation of Required Yield Restriction Payment (01/28/23 to 01/28/25)	12

February 18, 2025

City of Paducah, Kentucky
300 South 5th Street
Paducah, Kentucky 42002
Attn: Mr. Jonathan W. Perkins, CPA
Director of Finance

Re: (i) Arbitrage Rebate Calculation for the period from January 28, 2020 to January 28, 2025; and (ii) Yield Restriction Calculation for the period from January 28, 2023 to January 28, 2025 for the issue of \$20,520,000 General Obligation Bonds, Series 2020A, of the City of Paducah, Kentucky, dated as of January 28, 2020

Ladies and Gentlemen:

We have completed our engagement to prepare certain computations, included with this report, relating to the above-referenced bond issue (the “Bonds”) for the periods specified above (collectively, the “Computation Period”) and prepared on behalf of the City of Paducah, Kentucky (the “Issuer”).

The scope of our engagement consisted of preparation of the computations as shown in the attached schedules to determine the Net Rebate Liability and Yield Restriction Liability for the Computation Period in accordance with Sections 148(f) or 148(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and the Regulations thereunder. In order to prepare these computations, we were provided by the Issuer with, or had in our possession, the closing documents for the Bonds and the Issuer’s internal records for all relevant accounts and/or funds (the “Investment Information”).

The information, assumptions and computational methods used in the preparation of the schedules are described in the Summary of Information, Assumptions and Computational Methods (the “Summary”).

The computations shown in the attached schedules (the “Arbitrage Rebate and Yield Restriction Calculation Report”) which were prepared by us based upon information provided to us by the Issuer are mathematically accurate and reflect the following:

Arbitrage Rebate Calculation for the Period from January 28, 2020 to January 28, 2025:

	<u>Yield</u>	<u>Rebatable Earnings</u>
Bonds	2.442733%	
Investments (01/28/20 to 01/28/25)	2.558651%	
Gross Rebate Liability		\$118,445.96
Computation Credits		<u>(10,228.21)</u>
Net Rebate Liability on January 28, 2025		<u>\$108,217.75</u>

Yield Restriction Calculation for the Period from January 28, 2023 to January 28, 2025:

	<u>Yield</u>	<u>Yield- Restricted Earnings</u>
Bonds	2.442733%	
Bonds plus .125%	2.567733%	
Investments (01/28/23 to 01/28/25)	5.248046%	
Yield Restriction Liability on January 28, 2025:		<u>\$946,515.49</u>

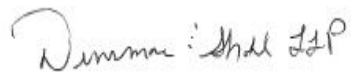
The scope of our engagement was limited to the preparation of a mathematically accurate computation of the Net Rebate Liability and Yield Restriction Liability for the Computation Period based upon information furnished to us by Issuer and the review of such documents from the Transcript of Proceedings for the Bonds and such provisions of law which we deem relevant. **Based upon our review and in reliance on the information and Assumptions in the Summary, we are of the opinion that the Net Rebate Liability for the Computation Period pursuant to Section 148(f) of the Code and the Regulations thereunder is \$108,217.75. Based upon our review and in reliance on the information and Assumptions in the Summary, we are of the opinion that the Yield Restriction Liability for the Computation Period pursuant to Section 148(a) of the Code and the Regulations thereunder is \$946,515.49. Accordingly, we advise the Issuer to pay no later than March 29, 2025 with a check made payable to the United States Treasury an amount equal to \$946,515.49 representing a payment of 100% of the Yield Restriction Liability as of January 28, 2025. Please mail the Issuer's \$946,515.49 check payable to the United States Treasury to Dinsmore & Shohl LLP, Attention: Lona J. Valentine, Esq, 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202, to allow us sufficient time to mail the check on or before March 29, 2025 with the Issuer's required IRS Form 8038-T, which we have prepared, to the United States Treasury. Please be advised that the Net Rebate Liability and Yield Restriction Liability should be recalculated no later than the earlier of (i) January 28, 2030; or (ii) the date of the final discharge of the Bonds.**

Our opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion, and no assurance can be given that the Internal Revenue Service would agree with our conclusion. Our opinion is not a guarantee of result. In accordance with the terms of our engagement, we did not independently verify the information

provided to us, and we express no opinion as to the completeness or accuracy of such information for purposes of calculating the Net Rebate Liability and Yield Restriction Liability. Further, we did not investigate or independently verify whether any constructive receipts (as described in the Regulations) were earned with the “Gross Proceeds” (as defined in Section 148(f)(6)(B) of the Code) of the Bonds and we express no opinion with regard thereto. In addition, we express no opinion as to the tax-exempt status of interest on the Bonds or as to compliance with the terms of the covenants and documents under which the Bonds were issued. This opinion is accordingly limited to the determination of the Net Rebate Liability and Yield Restriction Liability in conformity with Section 148 of the Code and the Regulations promulgated thereunder.

This report is provided solely for the use of the Issuer, in determining amounts payable to the United States with respect to the Bonds. No other person is authorized to rely on this opinion or on the calculation set forth in the Arbitrage Rebate and Yield Restriction Calculation Report. The terms of our engagement are such that we have no obligation to update this report because of events occurring, or data or information coming to our attention, subsequent to the date of this report.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Dianne: Shale LLP". The signature is written in a cursive, somewhat stylized font.

Summary of Information, Assumptions and Computational Methods

\$20,520,000

**City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A**

Computational Information

1. The dated date and the delivery date of the Bonds is January 28, 2020 (the “Closing Date”).
2. Computations of yield are based upon a 360-day year and semiannual compounding.
3. The initial offering price at which a substantial amount of the Bonds was sold to the public is the principal amount, plus net original issuance premium of \$175,044.05.
4. Interest on the Bonds is paid semiannually on February 1 and August 1, commencing August 1, 2020.
5. For cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedules.

Definitions

6. Yield: That yield, which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation during the Computation Period, produces an amount equal to, in the case of the Bonds, the initial offering price at which a substantial amount of the Bonds were sold to the public as shown in the attached schedules, and in the case of the Investments, the purchase price.
7. Net Rebate Liability: The excess of actual investment earnings over allowable earnings less any available computation credits. Pursuant to Treas. Reg. §1.148-3(d)(1)(iv), the following computation credits were used on the last day of each bond year: (i) \$1,780 in 2021; (ii) \$1,830 in 2022; (iii) \$1,960 in 2023; (iv) \$2,070 in 2024; and (v) \$2,120 in 2025.
8. Yield Restriction Liability: The excess of actual earnings over allowable earnings for the Construction Fund on and after January 28, 2023.
9. Designated Funds: The (i) Cost of Issuance Fund; (ii) Construction Fund; and (iii) Bond Fund, all as described in the Certificate Under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, As Amended (the “Tax Certificate”) certified by the Issuer on the Closing Date.

Sources of Information

10. The Issuer has provided us with certain information relating to the nonpurpose investments held in the Designated Funds, the maturity dates, interest rates and other facts concerning the Bonds, amounts deposited into and withdrawn from each of the Designated Funds, the price at which a substantial amount of each maturity of the Bonds was sold, and other information necessary to enable us to make the required computation. The information we used to calculate the Net Rebate Liability and Yield Restriction Liability was taken from the following sources:

<u><i>Bonds</i></u>	<u><i>Source</i></u>
Dated Date	Transcript of Proceedings
Closing Date	Transcript of Proceedings
Principal Amount	Transcript of Proceedings
Maturity and Mandatory Redemption Dates	Transcript of Proceedings
Interest Rates	Transcript of Proceedings
Interest Payment Dates	Transcript of Proceedings
Initial Offering Price	Transcript of Proceedings

Investments

Principal and Interest Receipt Amounts and Dates	Issuer
Investment Dates and Purchase Prices	Issuer

Assumptions

Our computation of the Net Rebate Liability and Yield Restriction Liability and the opinions herein expressed are based on the following assumptions:

11. The information supplied to us (including the information in the Tax Certificate, the IRS Form 8038-G (the “8038-G”) and the Investment Information) is true, correct and complete.
12. An independent third-party record of the Investment Information with respect to the Construction Fund was not provided, but the Issuer provided certain investment and expenditure information relating to the Construction Fund beginning on the Closing Date. Such information was used to determine the Net Rebate Liability and Yield Restriction Liability with respect to the Bonds and was not independently verified.
13. The Designated Funds, as shown in the attached schedules, are the only funds with respect to the Bonds that are subject to arbitrage rebate under Section 148(f) of the Code or yield restriction under Section 148(a) of the Code.

14. No amounts in the Designated Funds have been used in transactions that have resulted or will result in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and the yield on the Bonds had not been relevant to any party.
15. No other obligations were issued or sold at substantially the same time as the Bonds, were sold with the Bonds pursuant to a common plan of financing, and were reasonably expected to be paid out of substantially the same source of funds as the Bonds.
16. All cash withdrawals made from the Designated Funds constitute expenditures of Gross Proceeds of the Bonds and no amounts were withdrawn from the Designated Funds and used to prepay contracts for goods or services where a principal purpose for prepaying is to receive an investment return.
17. No administrative costs other than qualified administrative costs have been paid by the provider of any investments in the Designated Funds with respect to those investments.
18. Neither the Issuer nor any related party to the Issuer has entered into any hedging contract (e.g. swap or cap agreement) ("hedge"), the economic substance of which is to change the net borrowing costs related to the Bonds so that the failure to take the hedge into account would distort the yield on the Bonds, or otherwise fail to clearly reflect the economic substance of the transaction.
19. No amounts, other than amounts in the Designated Funds, were held under an agreement to maintain an amount at a particular level for the direct or indirect benefit of any bondholder or guarantor of the Bonds.
20. On the Closing Date, \$239,710.45 of proceeds received from the sale of the Bonds were withheld by the "Underwriter" (as defined in the Tax Certificate) as underwriter's discount.
21. On the Closing Date, \$182,104.43 of proceeds received from the sale of the Bonds were deposited in the Cost of Issuance Fund to be used to pay the costs of issuance of the Bonds. We were not provided with the investment information relating to the Cost of Issuance Fund and have assumed that all proceeds received from the sale of the Bonds on deposit in the Cost of Issuance Fund were spent on the Closing Date.
22. On the Closing Date, \$273,229.17 of proceeds received from the sale of the Bonds were deposited in the Bond Fund to be used to pay interest on the Bonds on August 1, 2020.
23. On the Closing Date, \$20,000,000.00 of proceeds received from the sale of the Bonds were deposited in the Construction Fund to be used to pay the costs of the "Project" (as defined in the Tax Certificate).
24. During the Computation Period, the Bond Fund has constituted a bona fide debt service fund within the meaning of Treas. Reg. 1.148-1(b) with aggregate earnings of less than \$100,000 during each bond year.
25. During the Computation Period, no amounts in excess of \$100,000, on a first-in first-out basis, have remained on deposit in the Bond Fund for a period longer than 13 months from the date of original deposit.

26. During the Computation Period, there have been no debt service reserve funds, pledged funds or sinking funds with respect to the Bonds other than the Bond Fund.
27. During the Computation Period, no transactions have occurred that would result in additional replacement proceeds within the meaning of Treas. Reg. §1.148-1(c) with respect to the Bonds.
28. During the Computation Period, no Gross Proceeds of the Bonds have existed other than amounts on deposit in the Designated Funds.
29. The Bonds have not been treated as a variable rate issue during the Computation Period.
30. The yield on the Bonds is not less than 2.442733%.
31. No arbitrage rebate elections were made with respect to the Bonds.
32. During the Computation Period, all withdrawals from the Bond Fund have been used to pay principal and interest on the Bonds.
33. During the Computation Period, no proceeds received from the sale of the Bonds have been used to pay principal on the Bonds.
34. All of the Gross Proceeds of the Bonds on deposit in the Cost of Issuance Fund and the Construction Fund qualified for the initial 3-year temporary period under Treas. Reg. §1.148-2(e)(2) because the Issuer reasonably expected to satisfy the expenditure test, the time test and the due diligence test all as described in Treas. Reg. §1.148-2(e)(2). The temporary period expired on January 28, 2023.
35. The Issuer has selected January 28, 2025 as the first computation date and required payment date within the meaning of Treas. Reg. §1.148-3(e)(2) with respect to the Bonds.
36. The value of the fixed-rate investments related to the unexpended proceeds received from the sale of the Bonds (including investment earnings thereon) on deposit in the Construction Fund subject to rebate as of January 28, 2025, were valued at their par value plus accrued interest as of January 28, 2025, pursuant to Treas. Reg. §1.148-5(d)(1)(i).
37. The Yield Restriction Liability of \$946,515.49 must be paid by the Issuer to the Internal Revenue Service, Department of the Treasury, on or before March 29, 2025.

Dinsmore & Shohl LLP
52975370
02/14/25

**\$20,520,000 - City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A**

**Proof Of Yield On The Bonds
2.442733 %
Based On Semiannual Compounding And A 360 Day Year**

Date	Principal (Par)	Reoffering Price (%)	Reoffering Price (\$)	Coupon	Interest	Callable Bonds	Period Total	Present Value Factor	Present Value Amount
08/01/20		100.0000%	0.00		273,229.17		273,229.17	0.98773384	269,877.70
02/01/21		100.0000%	0.00		268,750.00		268,750.00	0.97581556	262,250.43
08/01/21		100.0000%	0.00		268,750.00		268,750.00	0.96404108	259,086.04
02/01/22		100.0000%	0.00		268,750.00		268,750.00	0.95240868	255,959.83
08/01/22		100.0000%	0.00		268,750.00		268,750.00	0.94091664	252,871.35
02/01/23		100.0000%	0.00		268,750.00		268,750.00	0.92956326	249,820.13
08/01/23		100.0000%	0.00		268,750.00		268,750.00	0.91834688	246,805.72
02/01/24	260,000.00	109.8530%	285,617.80	4.0000%	268,750.00		528,750.00	0.90726584	479,716.81
08/01/24		100.0000%	0.00		263,550.00		263,550.00	0.89631850	236,224.74
02/01/25	475,000.00	112.0180%	532,085.50	4.0000%	263,550.00		738,550.00	0.88550326	653,988.43
08/01/25		100.0000%	0.00		254,050.00		254,050.00	0.87481852	222,247.64
02/01/26	755,000.00	113.5730%	857,476.15	4.0000%	254,050.00		1,009,050.00	0.86426270	872,084.28
08/01/26		100.0000%	0.00		238,950.00		238,950.00	0.85383425	204,023.69
02/01/27	970,000.00	114.6370%	1,111,978.90	4.0000%	238,950.00	1,000,000.00	2,208,950.00	0.84353164	1,863,319.22
08/01/27		100.0000%	0.00		219,550.00	(20,000.00)	199,550.00	0.83335334	166,295.66
02/01/28	1,000,000.00	114.2120%	1,142,120.00	4.0000%	219,550.00	(1,020,000.00)	199,550.00	0.82329785	164,289.09
08/01/28		100.0000%	0.00		199,550.00		199,550.00	0.81336370	162,306.73
02/01/29	1,165,000.00	99.0200%	1,153,583.00	2.0000%	199,550.00		1,364,550.00	0.80354942	1,096,483.36
08/01/29		100.0000%	0.00		187,900.00		187,900.00	0.79385355	149,165.08
02/01/30	1,745,000.00	98.1230%	1,712,246.35	2.0000%	187,900.00		1,932,900.00	0.78427469	1,515,924.54
08/01/30		100.0000%	0.00		170,450.00		170,450.00	0.77481140	132,066.60
02/01/31	960,000.00	98.2100%	942,816.00	2.1250%	170,450.00		1,130,450.00	0.76546230	865,316.85
08/01/31		100.0000%	0.00		160,250.00		160,250.00	0.75622600	121,185.22
02/01/32	1,085,000.00	98.9580%	1,073,694.30	2.2500%	160,250.00		1,245,250.00	0.74710116	930,327.72
08/01/32		100.0000%	0.00		148,043.75		148,043.75	0.73808642	109,269.08
02/01/33	1,290,000.00	98.1120%	1,265,644.80	2.2500%	148,043.75		1,438,043.75	0.72918045	1,048,593.39
08/01/33		100.0000%	0.00		133,531.25		133,531.25	0.72038195	96,193.50
02/01/34	1,315,000.00	98.7630%	1,298,733.45	2.3750%	133,531.25		1,448,531.25	0.71168961	1,030,904.64
08/01/34		100.0000%	0.00		117,915.63		117,915.63	0.70310215	82,906.73
02/01/35	1,490,000.00	98.1970%	1,463,135.30	2.3750%	117,915.63		1,607,915.63	0.69461832	1,116,887.65
08/01/35		100.0000%	0.00		100,221.88		100,221.88	0.68623685	68,775.95
02/01/36	1,525,000.00	97.6250%	1,488,781.25	2.3750%	100,221.88		1,625,221.88	0.67795651	1,101,829.76
08/01/36		100.0000%	0.00		82,112.50		82,112.50	0.66977609	54,996.99
02/01/37	1,565,000.00	98.6250%	1,543,481.25	2.5000%	82,112.50		1,647,112.50	0.66169438	1,089,885.08
08/01/37		100.0000%	0.00		62,550.00		62,550.00	0.65371018	40,889.57
02/01/38	1,600,000.00	98.2500%	1,572,000.00	2.5000%	62,550.00		1,662,550.00	0.64582232	1,073,711.90
08/01/38		100.0000%	0.00		42,550.00		42,550.00	0.63802964	27,148.16
02/01/39	1,640,000.00	97.6250%	1,601,050.00	2.5000%	42,550.00		1,682,550.00	0.63033099	1,060,563.40
08/01/39		100.0000%	0.00		22,050.00		22,050.00	0.62272523	13,731.09
02/01/40	1,680,000.00	98.2500%	1,650,600.00	2.6250%	22,050.00		1,702,050.00	0.61521124	1,047,120.30
Totals	<u>\$ 20,520,000.00</u>		<u>\$ 20,695,044.05</u>		<u>\$ 6,960,929.19</u>	<u>\$ (40,000.00)</u>	<u>\$ 27,440,929.19</u>		<u>\$ 20,695,044.05</u>

Par Value Of The Bonds	\$ 20,520,000.00
Accrued Interest At Sale	0.00
Original Issue Premium	175,044.05
Credit Enhancement (Bond Insurance/Letter Of Credit)	0.00
Target Present Value As Of	01/28/20 <u>\$ 20,695,044.05</u>

Dinsmore & Shohl LLP

52975370

02/14/25

**\$20,520,000 - City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A**

**Proof Of Yield On The Investments
2.558651 %
Based On Semiannual Compounding And A 360 Day Year**

Date	Construction Fund	Total Flows	Present Value Factor To 1/28/2020	Present Value Amount To 1/28/2020
01/28/20	(20,000,000.00)	(20,000,000.00)	1.00000000	(20,000,000.00)
06/16/20	383,913.13	383,913.13	0.99030139	380,189.70
03/16/21	50,000.00	50,000.00	0.97159705	48,579.85
10/18/22	37,153.25	37,153.25	0.93313035	34,668.83
01/05/23	40,128.65	40,128.65	0.92806979	37,242.19
01/20/23	876,402.67	876,402.67	0.92708717	812,501.67
02/28/23	186,836.17	186,836.17	0.92460251	172,749.19
05/10/23	430,978.11	430,978.11	0.91991299	396,462.36
06/28/23	875,955.96	875,955.96	0.91679986	803,076.30
09/20/23	301,934.22	301,934.22	0.91150595	275,214.84
12/29/23	645,382.21	645,382.21	0.90515523	584,171.08
01/18/24	1,096,930.19	1,096,930.19	0.90394148	991,560.70
09/24/24	1,219,856.17	1,219,856.17	0.88837274	1,083,686.96
11/19/24	998,210.93	998,210.93	0.88492876	883,345.56
01/23/25	2,048,452.50	2,048,452.50	0.88093803	1,804,559.72
01/28/25	13,276,893.44	13,276,893.44	0.88062702	11,691,991.05
Totals	<u>\$ 2,469,027.60</u>	<u>\$ 2,469,027.60</u>		<u>\$ 0.00</u>

Dinsmore & Shohl LLP
52975370
02/14/25

**\$20,520,000 - City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A**

**Calculation Of Required Rebate Payment (If Any) Computed By
Future Valuing The Investment Flows At The Yield On The Bonds Of
2.442733 %
Based On Semiannual Compounding And A 360 Day Year**

Date	Total Investment Flows	Rebate Payment	Computation Credit	Total Flows	Future Value Factor To 1/28/2025	Future Value Amount To 1/28/2025
01/28/20	(20,000,000.00)			(20,000,000.00)	1.12907286	(22,581,457.11)
06/16/20	383,913.13			383,913.13	1.11861322	429,450.30
03/16/21	50,000.00			50,000.00	1.09842815	54,921.41
10/18/22	37,153.25			37,153.25	1.05686079	39,265.81
01/05/23	40,128.65			40,128.65	1.05138664	42,190.73
01/20/23	876,402.67			876,402.67	1.05032356	920,506.37
02/28/23	186,836.17			186,836.17	1.04763521	195,736.15
05/10/23	430,978.11			430,978.11	1.04256036	449,320.69
06/28/23	875,955.96			875,955.96	1.03919079	910,285.37
09/20/23	301,934.22			301,934.22	1.03345962	312,036.82
12/29/23	645,382.21			645,382.21	1.02658237	662,538.00
01/18/24	1,096,930.19			1,096,930.19	1.02526774	1,124,647.14
09/24/24	1,219,856.17			1,219,856.17	1.00839796	1,230,100.47
11/19/24	998,210.93			998,210.93	1.00466439	1,002,866.97
01/23/25	2,048,452.50			2,048,452.50	1.00033727	2,049,143.38
01/28/25	13,276,893.44			13,276,893.44	1.00000000	13,276,893.44
01/28/21			(1,780.00)	(1,780.00)	1.10198980	(1,961.54)
01/28/22			(1,830.00)	(1,830.00)	1.07555638	(1,968.27)
01/28/23			(1,960.00)	(1,960.00)	1.04975702	(2,057.52)
01/28/24			(2,070.00)	(2,070.00)	1.02457651	(2,120.87)
01/28/25			(2,120.00)	(2,120.00)	1.00000000	(2,120.00)
Totals	\$ 2,469,027.60	\$ -	\$ (9,760.00)	\$ 2,459,267.60		\$ 108,217.75
Summary						

Gross Rebate Liability (Before Computation Credit)						\$ 118,445.96
Less Future Value of Computation Credits						(10,228.21)
Less Future Value of Prior Payments						0.00
Rebate Liability After Computation Credit and Payments					01/28/25	\$ 108,217.75
Payment Percentage						100.0000%
Payment Due					03/29/25	<u>\$ 108,217.75</u>

Dinsmore & Shohl LLP

52975495

02/14/25

**\$20,520,000 - City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A**

**Proof Of Yield On The Investments
5.248046 %
Based On Semiannual Compounding And A 360 Day Year**

Date	Construction Fund	Total Flows	Present Value Factor To 1/28/2020	Present Value Amount To 1/28/2020
01/28/23	(19,265,301.64)	(19,265,301.64)	0.85606312	(16,492,314.28)
02/28/23	186,836.17	186,836.17	0.85237548	159,254.57
05/10/23	430,978.11	430,978.11	0.84358983	363,568.75
06/28/23	875,955.96	875,955.96	0.83778310	733,861.10
09/20/23	301,934.22	301,934.22	0.82795557	249,988.12
12/29/23	645,382.21	645,382.21	0.81624411	526,789.43
01/18/24	1,096,930.19	1,096,930.19	0.81401548	892,918.16
09/24/24	1,219,856.17	1,219,856.17	0.78570403	958,445.91
11/19/24	998,210.93	998,210.93	0.77951016	778,115.56
01/23/25	2,048,452.50	2,048,452.50	0.77236417	1,582,151.32
01/28/25	13,276,893.44	13,276,893.44	0.77180866	10,247,221.36
Totals	<u>\$ 1,816,128.26</u>	<u>\$ 1,816,128.26</u>		<u>\$ 0.00</u>

Dinsmore & Shohl LLP
52975495
02/14/25

**\$20,520,000 - City of Paducah, Kentucky
General Obligation Bonds,
Series 2020A**

**Calculation Of Required Yield Restriction Payment (If Any) Computed By
Future Valuing The Investment Flows At The Yield On The Bonds Of
2.567733 %
Based On Semiannual Compounding And A 360 Day Year**

Date	Total Investment Flows	Yield Restriction Payment	Total Flows	Future Value Factor To 1/28/2025	Future Value Amount To 1/28/2025
01/28/23	(19,265,301.64)		(19,265,301.64)	1.05235215	(20,273,881.52)
02/28/23	186,836.17		186,836.17	1.05011706	196,199.85
05/10/23	430,978.11		430,978.11	1.04477219	450,273.94
06/28/23	875,955.96		875,955.96	1.04122406	912,066.43
09/20/23	301,934.22		301,934.22	1.03519054	312,559.45
12/29/23	645,382.21		645,382.21	1.02795273	663,422.41
01/18/24	1,096,930.19		1,096,930.19	1.02656946	1,126,075.03
09/24/24	1,219,856.17		1,219,856.17	1.00882685	1,230,623.66
11/19/24	998,210.93		998,210.93	1.00490214	1,003,104.30
01/23/25	2,048,452.50		2,048,452.50	1.00035442	2,049,178.52
01/28/25	13,276,893.44		13,276,893.44	1.00000000	13,276,893.44
Totals	<u>\$ 1,816,128.26</u>	<u>\$ -</u>	<u>\$ 1,816,128.26</u>		<u>\$ 946,515.49</u>

Summary

Gross Yield Restriction Liability (Before Prior Payments)		\$ 946,515.49
Less Future Value of Prior Payments		<u>0.00</u>
Yield Restriction Liability After Prior Payments	01/28/25	\$ 946,515.49
Payment Percentage		100.0000%
Payment Due	03/29/25	<u>\$ 946,515.49</u>

Agenda Action Form

Paducah City Commission

Meeting Date: March 4, 2025

Short Title: Approve the Hotel Metropolitan Co-stewardship Agreement - H. REASONS

Category: Municipal Order

Staff Work By: Michelle
Smolen, Hope Reasons
Presentation By: Hope Reasons

Background Information: On April 23, 2024, the Board of Commissioners approved Municipal Order No. 2886, authorizing the submission of a Mellon Foundation Humanities in Place Grant, which was awarded to the City of Paducah. On August 13, 2024, the Board approved Municipal Order 2949 to accept the grant award in the amount of \$1.3 million.

The City also received approval from the Board of Commissioners to provide \$250,000 a year for three years (with budget approval), to help ensure the structure of the Hotel and Purple Room are stabilized and renovated. Funding will also be used for capacity building to help ensure the sustainability of the Hotel Metropolitan and Purple Room for years to come.

As a condition of the acceptance of the Mellon Grant and of the City funding for the Hotel Metropolitan and Purple Room, the City and Uppertown Heritage Foundation agreed to enter into a Co-Stewardship Agreement, which defines a public and private partnership for the Hotel Metropolitan and Purple Room. The City contracted with Brent Leggs to help facilitate the Agreement between the two parties. The Agreement has received legal approval and has been reviewed by both City employees and the Uppertown Heritage Foundation Board of Directors. We are now requesting that the Commission approve the Agreement so that the next steps for this project can begin.

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

If yes, please list the Commission Priority: Protecting Key Historical and Cultural Resources

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. MO agree- Hotel Metropolitan Co-Stewardship
2. Co-Stewardship Agreement with Betty's Signature

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING A HOTEL METROPOLITAN CO-STEWARDSHIP AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE UPPER TOWN HERITAGE FOUNDATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1. That the City hereby authorizes and approves a Hotel Metropolitan Co-Stewardship Agreement with The Upper Town Heritage Foundation in substantially the form attached hereto and made part hereof, Exhibit A. Further, the Mayor of the City is hereby authorized to execute the Agreement and all documents relating to same with such changes in the agreements not inconsistent with this Municipal Order and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

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, _____
Recorded by Lindsay Parish, City Clerk, _____

\\MO\\agree- Hotel Metropolitan Co-Stewardship

EXHIBIT A

HOTEL METROPOLITAN CO-STEWARDSHIP AGREEMENT

This Hotel Metropolitan Co-Stewardship Agreement, effective this 4th day of March, 2025, is entered into by and between the **CITY OF PADUCAH** (hereinafter “City”) and **THE UPPER TOWN HERITAGE FOUNDATION** (hereinafter “Foundation”).

WITNESSETH:

WHEREAS, the Hotel Metropolitan and Purple Room (hereinafter “Hotel”) is nationally significant for its association with the Green Book, which provided lodging for noteworthy African Americans and ordinary travelers during racial segregation;

WHEREAS, the Hotel was established in 1909 by Maggie Steed and memorializes African American achievement and ingenuity;

WHEREAS, the Hotel’s listing in the National Register of Historic Places in 2002 recognizes the exceptional importance of this landmark site, including encompassing women’s history, music and sports heritage, and entrepreneurship;

WHEREAS, the Hotel is an important historical building in the City which provides educational opportunities to the City’s citizens and promotes tourism;

WHEREAS, it is in the Parties’ mutual best interest to ensure that the Hotel continue to thrive in the City’s community;

WHEREAS, the City has received a grant and committed other funds to the Hotel which will assist with the continued viability of the Hotel in the City’s community; and

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

SECTION 1: TERM. This Agreement shall become effective on the date the Agreement is fully executed. The Term of this Agreement shall be for a period of three (3) years unless terminated as otherwise provided herein. Thereafter, the Parties may jointly agree to renew this Agreement for no more than two additional twelve (12) month terms under the same terms and conditions.

SECTION 2: TERMINATION. Either party may withdraw from and/or terminate this Agreement for any reason by providing no less than thirty (30) calendar days’ written notice to the other Party. Notices shall be delivered to the Mayor of the City and the Chairman of the Foundation Board.

SECTION 3: BACKGROUND AND PURPOSE. The parties wish to establish a Co-Stewardship Agreement to further enhance historic preservation and public access to the building. The Foundation shall maintain property ownership and management of the nonprofit, while the

City will provide project management technical assistance, and financial support as more accurately described herein or in any additional agreements between the Parties. As the property owner, the Foundation is committed to working to ensure the building's long-term stewardship as a community asset.

SECTION 4: GENERAL MANAGEMENT.

A. The Foundation's Management Responsibilities

- i. In alignment with the Foundation's goal of having a diverse, workforce, the Foundation shall hire and onboard an Executive Director. Thereafter, the Foundation's Executive Director and Board will lead a national search to identify and hire with benefits the full-time Curator of Interpretation and Programs. The Executive Director will also conduct a local search for a part-time Administrative Manager
- ii. The Foundation shall create a five-year strategic plan by contracting with a qualified consulting firm to do so, as well as for purposes of updating its bylaws and training the Board on best practices in nonprofit management, governance, and fundraising. This firm may have the internal capacity to prepare the Fundraising Plan. If not, the Foundation shall separately contract with another qualified agency for this service. These plans shall be reviewed and updated at least once per year and completed before the City's annual budgeting process.
- iii. Following the completion of the Interpretation Plan, the Foundation shall contract and manage a qualified consulting firm to provide consulting services on Exhibition Design.
- iv. Following the Hotel's restoration and rehabilitation, the Foundation shall contract with a qualified architectural firm to prepare the ten-year Cyclical Maintenance Plan.
- v. By no later than July 31st of each year during the life of the Mellon Foundation Grant, the Foundation shall provide an annual programmatic and financial report to the City describing activities and accounting for expenditures associated with funds granted to the Foundation from the City for the Mellon Foundation Grant and the City Grant.

B. The City's Management Responsibilities

- i. The City shall appoint and assign a Project Manager, such as the City Manager or his/her designee, with the qualifications and experience to co-lead this grant-funded project and anticipated deliverables related to the Mellon Grant in partnership with the Foundation President and the Executive Director.
- ii. The City shall contract with an executive search firm utilizing the Kentucky Model Procurement Code to recruit a qualified professional for the Foundation's Executive

Director. Although the City will be responsible for contracting for this position, the Foundation shall be responsible for managing and funding the salary and benefits of the Executive Director position.

- iii. The City shall contract with a qualified preservation architecture firm utilizing the Kentucky Model Procurement Code to prepare the Historic Structures Report with Cost Estimates and an Interpretation Plan as well as the Construction Documents. This Firm shall be encouraged to build a diverse team and subcontract with a historian to complete the Interpretation Plan.
- iv. By no later than October 31st of each year, the City shall provide an annual financial report to the Foundation describing activities and accounting for expenditures associated with the Mellon Foundation Grant.

SECTION 5: PRESERVATION OF THE BUILDINGS AND GROUNDS. The Foundation is the owner of two historic buildings, i.e., the Hotel building and the Purple Room. However, the Foundation hereby entrusts the City with the responsibility to restore and maintain those buildings as more particularly described herein.

- A. Utilizing the Kentucky Model Procurement Code process, and with the Foundation's approval, the City shall have the responsibility to hire and/or contract with a qualified contractor with preservation expertise who will act as the Foundation's representative. If the City does not have the staff capacity to act as the representative/liaison for the Parties with respect to this selected contractor, the City shall hire a local architecture firm for this role. This contractor will be responsible for applying the *Secretary of Interior Standards for the Treatment of Historic Properties* as defined in the Historic Structures Report to ensure the highest standards for the physical preservation of the structures.
- B. Utilizing Kentucky Model Procurement Code process, and with the Foundation's approval, the City shall have the responsibility to hire and/or contract with a qualified landscaping contractor with conservation expertise. Incorporating the Foundation's vision and design plans, this contractor will renovate a portion of the landscape as a commemorative park. In order to protect the landscaping, the landscaping project shall not be initiated until the restoration of the Hotel building and Purple Room is complete.
- C. The City shall obtain prior approval from the Foundation for any scope of work, material changes, alterations, restoration, and maintenance of the Hotel (including buildings, structures, and landscapes). The Parties shall consult and collaborate on prioritizing capital projects and cyclical maintenance for the Hotel.

- D. The Foundation shall consult with the City on the development and modification of plans and any proposed changes to the Hotel.
- E. The Parties commit to a goal of restoring the Hotel according to plans approved by the Parties within three years of the date of this Agreement.
- F. The Parties agree that an acquisition strategy for the adjacent parcels must provide a more significant boundary and buffer around the Hotel site. The Foundation shall reserve \$15,000 from the City's investment for the costs of appraisals and legal fees (Right of First Refusal and property acquisitions).
- G. The City shall share ownership data with the Foundation for a two-block radius surrounding the Hotel.

SECTION 6: FINANCES AND FUNDRAISING.

- A. The Foundation and City jointly raised \$2,090,000 over three years through private and public investments, which includes the Mellon Foundation Grant in the amount of \$1,340,000 and the City's commitment of \$250,000 per year for three years, for a total of \$750,000, which is contingent upon approval through the annual budgeting process. Any and all additional fundraising shall be conducted solely by the Foundation, which agrees herein to target local and regional foundations, individuals, and corporate philanthropic organizations to acquire additional funding for capital and general operating expenses.
- B. The City shall be responsible for managing the Mellon Foundation Grant funds. In doing so, the City agrees to grant the Foundation a portion of the Mellon Foundation funds for the life of the Mellon Foundation Grant in support of staffing and other deliverables as more accurately defined herein.
- C. The City shall pay for the following activities with the Mellon Foundation Grant funds:
 - i. Executive Search Firm
 - ii. Historic Structures Report with Cost Estimates
 - iii. Construction Documents
 - iv. Hotel Building Restoration
 - v. Purple Room Restoration
 - vi. Landscaping and Interpretative Park

- D. The City shall remit \$363,500 to the Foundation for staff utilizing the Mellon Foundation Grant funds. The Foundation shall allocate awarded City dollars to cover any funding gaps for the following:
- i. Executive Director salary and benefits
 - ii. Curator of Interpretation and Programs salary and benefits
 - iii. Administration Manager salary and benefits
 - iv. Strategic Planning
 - v. Board Training
 - vi. Fundraising Plan
 - vii. Exhibition Design Consultation
 - viii. Curation, Programming, Technology
 - ix. Marketing and Promotion
 - x. Indirect Fee
 - xi. Cyclical Maintenance Plan
 - xii. Interpretation Plan
- E. All employees hired pursuant to this Agreement shall be employed by the Foundation. Nothing contained herein shall be construed to imply that any such individuals are employed by the City.
- F. The City will invest the Mellon Foundation Grant pursuant to the City's Investment Policy (Municipal Order No. 2854) and provide annual earnings reports to the Foundation, and transfer 100% of the interest revenue to the Foundation.
- G. The City shall allocate its commitment of \$250,000 per year to the Foundation in three annual installments for a total of \$750,000. The first installment is due 30 days following the hiring of the Executive Director. Nothing contained herein shall be construed to indicate that the City has committed to provide any funding to the Foundation beyond this three-year annual commitment.
- H. The Foundation shall receive and manage the City's direct investment in accordance with the provisions of this Agreement. The Foundation shall have performed an external financial audit on an annual basis and, during the life of the Mellon Foundation Grant, supply the report to the City within two (2) weeks of its completion but by no later than December 31st each year beginning in 2025. The auditors' report shall express an opinion on the fair presentation of its general-purpose financial statements for the Foundation in conformity with generally accepted accounting principles.

SECTION 7: PUBLIC ACCESS TO THE HOTEL.

- A. The Foundation's Executive Director shall develop interpretation and programming to engage the public at the Hotel at least four days per week.
- B. The City shall be allowed to utilize the Hotel free of charge for at least two events each calendar year. The Parties agree to confer in good faith as to appropriate dates.
- C. The Foundation shall provide the City with the following information on no less than an annual basis: names, addresses, and phone numbers for Foundation Board members and staff and attendance/visitor information.

SECTION 8: MARKETING AND PUBLICITY. The Foundation agrees that any publicity materials, including press releases, social media posts, and websites, shall acknowledge the partnership between the Foundation and the City. Any such language shall be pre-approved by the City.

SECTION 9: GOVERNANCE.

- A. The Foundation shall manage the Hotel utilizing its expertise and in accordance with its bylaws and professional standards applicable to such projects. In addition, the Foundation will appoint appropriate Board members, hire professional staff, and develop and follow applicable and appropriate operational policies.
- B. The Mayor of the City shall serve as an ex-officio Foundation Board member. This honorary appointment shall not be entitled to vote on all matters except those relating to fiscal management responsibilities.
- C. In addition, the Mayor of the City shall be entitled to appoint three (3) fiscally responsible. Foundation voting Board members who are experienced in philanthropy, business, civics, and/or corporate leadership. The Foundation shall be entitled to approve said potential Board member candidates. The total number of Board members shall be twelve (12), i.e., eight (8) Foundation-appointed Board members, three (3) Mayor-appointed Board members, and the City Mayor as an ex-officio member.
- D. The Foundation shall employ an Executive Director who will have the day-to-day responsibility of managing the Foundation's affairs. To support the interview and selection process, the Foundation will structure a three-member hiring committee, one of which shall be the Foundation Board's Chairman, another of which shall be the Mayor of the City, with the third member being appointed jointly by the Foundation Board's Chairman and the Mayor of the City.

- E. The Foundation Board shall review and update its bylaws as needed, but not less than every five (5) years. The City shall be entitled to review and comment on draft bylaw changes, including the number of appropriate Board members.
- F. If not otherwise indicated herein, the Foundation shall be entitled to approve the selection of consultants, contractors, and scopes of work.
- G. The Foundation shall provide staff support to the City in preparing any and all Mellon Foundation Grant reporting documents, including but not limited to, the interim and final reports and budgets.

SECTION 10: INSURANCE. The Foundation shall finance and maintain comprehensive property insurance sufficient for full replacement of the Hotel building and Purple Room. In addition, the Foundation shall finance and maintain general liability insurance, Directors and Officers insurance, automobile insurance, workers' compensation insurance, and employment practices liability insurance in an amount no less than \$3,000,000 per person and \$3,000,000 per incident. All policies shall name the City as an additional insured during the life of this Contract.

SECTION 11: DISPUTE RESOLUTION/JURISDICTION/VENUE.

- A. The Foundation has the sole authority to make decisions concerning changes to the physical building of the Hotel so long as those decisions are in accordance with the Mellon Foundation Grant's requirements. With respect to all other disputes, the Parties agree to attempt to resolve those through discussion between the Foundation's Executive Director and the City Manager, with input from the Mayor of the City and Foundation's Chair, if necessary.
- B. In the event a dispute cannot be resolved amicably, jurisdiction of all disputes shall lie solely with the courts of McCracken County, Kentucky. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

SECTION 12: SEVERABILITY AND SURVIVAL. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

SECTION 13: WAIVER. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

SECTION 14: ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the City and the Foundation in regard to the subject matter thereof; it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

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

Upper Town Heritage Foundation, Board of Trustee, Betty Dobson

Signature: _____

Betty Dobson

Date: _____

3-3-25

City of Paducah, George Bray, Mayor

Signature: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: March 4, 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

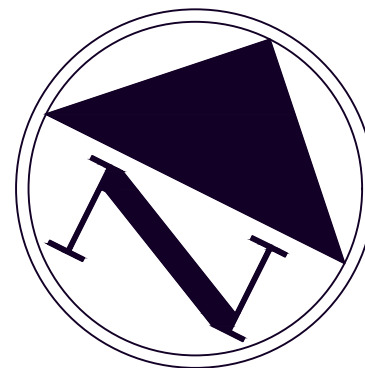
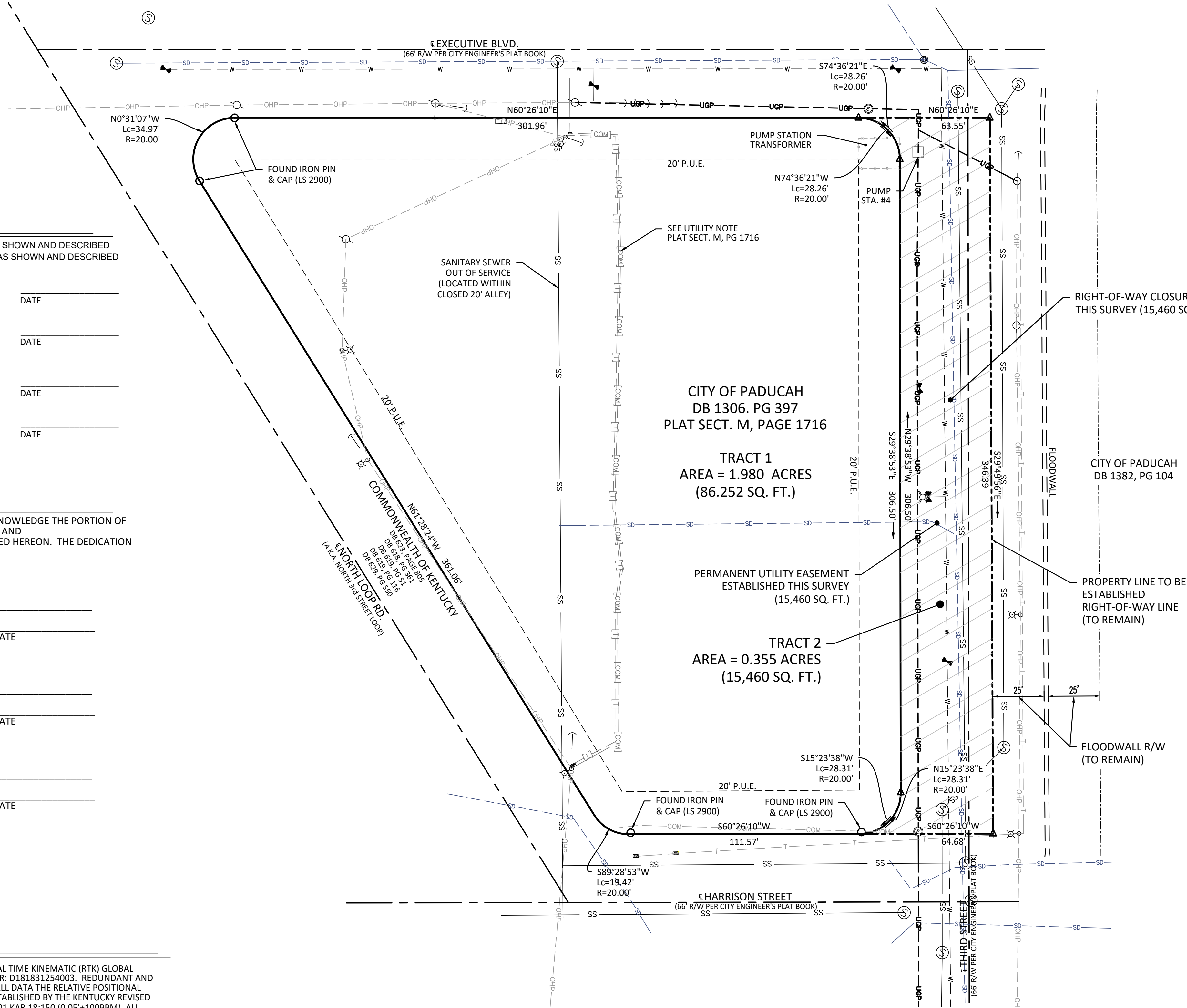
SIGNATURE	COMPANY
TITLE	DATE

PLAT NOTES

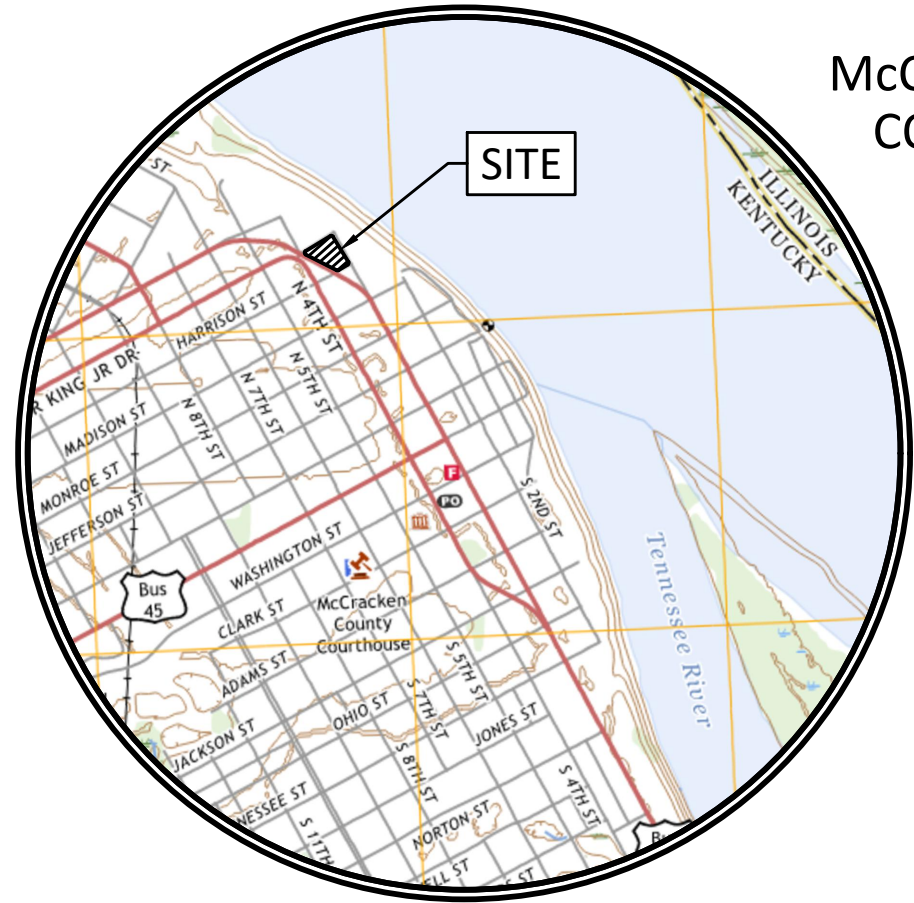
- THIS SURVEY WAS PERFORMED USING A CARLSON BRX6+ DUAL FREQUENCY, REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM ROVER AND LOCAL BASE STATION: D192004088136 ROVER: D181831254003. REDUNDANT AND REPETITIVE MEASUREMENTS WERE TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA THE RELATIVE POSITIONAL ACCURACY 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

0 60 120 Feet
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

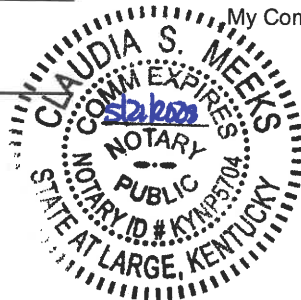
Property Owner's Name Printed
300 S. 5th Street
Paducah, KY 42001

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;

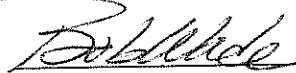
Thence, South 60° 26' 10" West, a distance of 64.68 feet to the point of beginning and containing 0.355 acres (15,460 Sq. Ft.).

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: March 4, 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)

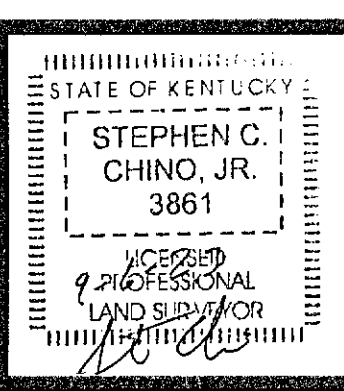
COUNTY OF McCRACKEN)

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

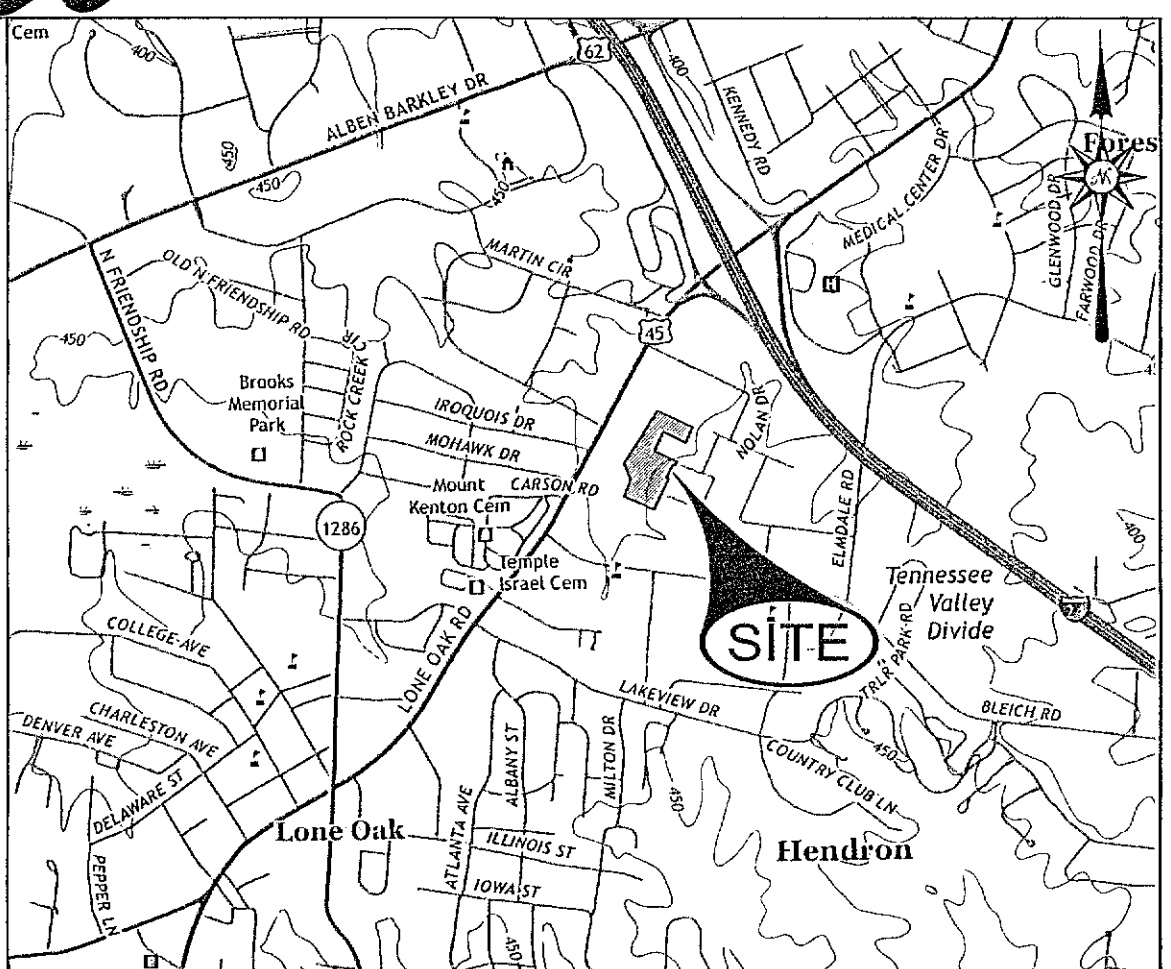


siteworx
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

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 Properties of Western Kentucky, LLC - SIGNATURE
Brynd Walker
PRINT NAME
MEMBER
TITLE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF McCracken
I, Paula J. Davis, 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 Brynd 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: Paula J. Davis
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 2023-10-27-13.

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
10/24/23
DATE

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

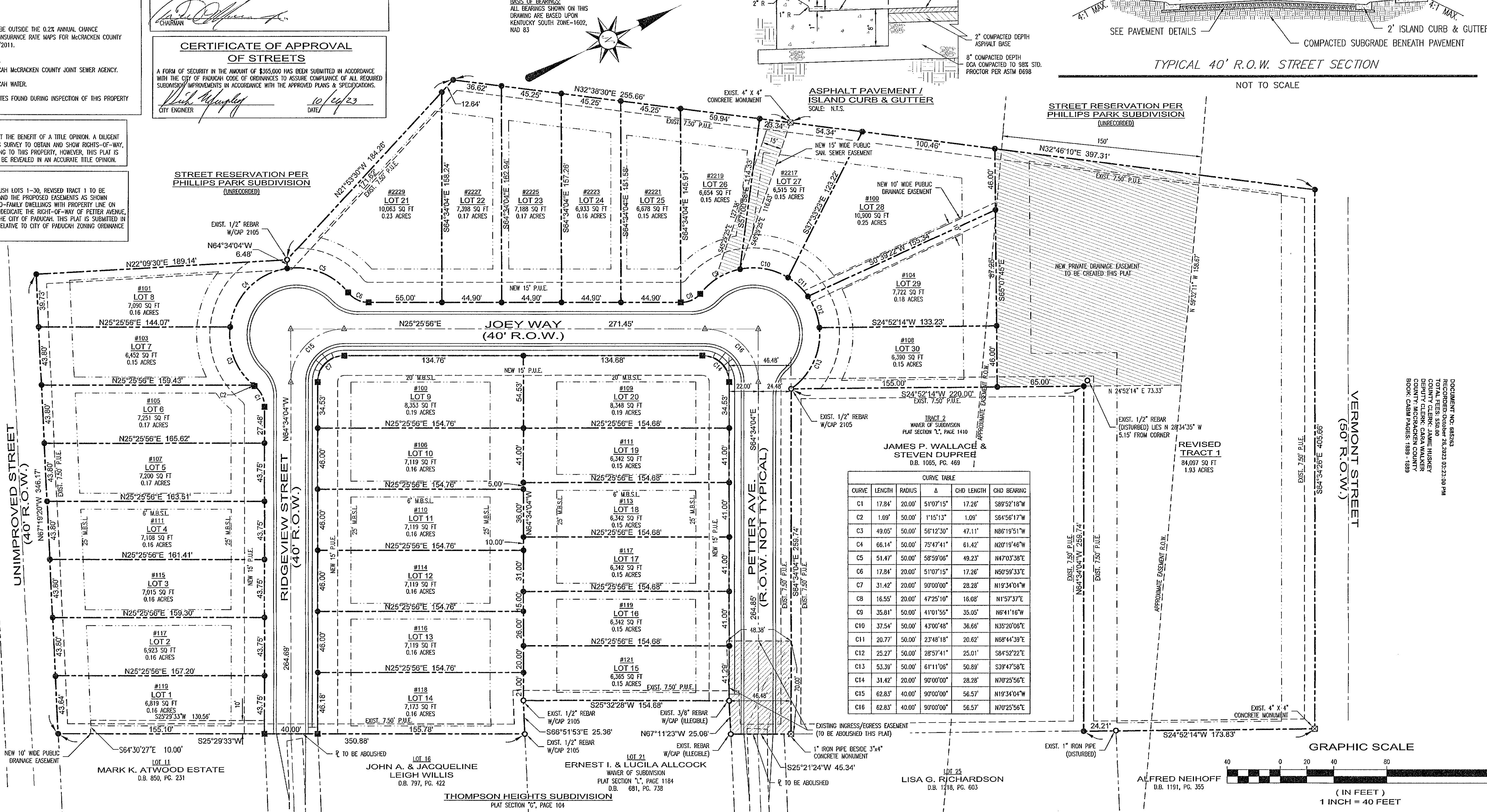
FLOOD NOTE:
FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR McCRACKEN COUNTY - MAP NO. 21145C0142F DATED 11/02/2011.

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

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

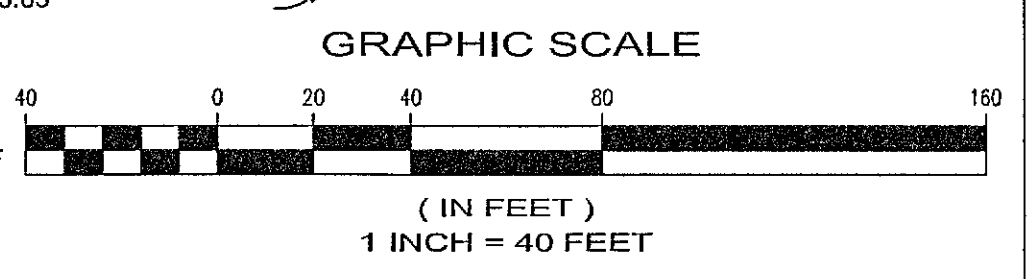
TITLE OPINION:
THIS PLAT HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER, THIS PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN 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: March 4, 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*, _____

Agenda Action Form

Paducah City Commission

Meeting Date: March 4, 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