



**CITY COMMISSION MEETING
AGENDA FOR AUGUST 24, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Southside Rise & Shine Proclamation and Recognition of Community Partner Agencies

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 August 10, 2021
	B.	Receive & File Documents
	C.	Appointment of Troy Astin to the Board of Adjustment
	D.	Reappointment of Joseph Benberry and David Morrison to the Planning Commission
	E.	Reappointment of Craig Beavers, Jeff Canter, Jennifer Frazier and Josh Linville to the Paducah Main Street Board
	F.	Reappointment of Candice Griffin, Wayne Armbruster and Laura Kauffman to the Civic Beautification Board
	G.	Personnel Actions
	H.	Approve FY2022 Contract For Services with Luther F. Carson Four Rivers Center, Inc., in the amount of \$45,000 - D JORDAN

		I.	Approve FY2022 Contract with Sprocket, Inc., in the amount of \$35,000 - D JORDAN
		J.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Department and Paducah Water - C YARBER
		K.	Accept CARES Act funding through the Department for Local Government in the amount of \$185,093.00 - D JORDAN
	II.	<u>RESOLUTION(S)</u>	
		A.	Support for McCracken County's Submission of an Application for Recertification as a Work Ready Community - Kevin J. O'Neill, WKCTC
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve Contract For Services FY2022 - Greater Paducah Economic Development Council (GPEDC) in the amount of \$250,000 - D JORDAN
	IV.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve an Interlocal Cooperation Agreement with McCracken County and Barkley Regional Airport Authority for Local Share Payment of the Airport Terminal Project - G BRAY
	V.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Conditional Use Text Amendment - J SOMMER
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

August 10, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 10, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Henderson, Wilson and Mayor Bray (4). Commissioner Guess was absent.

INVOCATION:

Commissioner Henderson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS:

Jonathan Perkins introduced Finance Revenue Technician Angie Stanfield; Stefanie Suazo introduced Human Resources Generalist McKenzie Huskey; Police Chief Brian Laird introduced 911 Telecommunicators Emilee Jones, Bryce Mansfield and Sycilia Titsworth.

MAYOR'S REMARKS

Discussed a Declaration of Emergency that he will be signing later this evening.

PRESENTATION

Bruce Wilcox of Greater Paducah Economic Development gave an Economic Development update.

CONSENT AGENDA

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

I(A)	Approve Minutes for July 27, 2021
I(B)	Receive & File Documents: <u>Minutes:</u> 1. Oath of Office – Daron E. Jordan – City Manager 08-02-2021 2. Oath of Office – Daron E. Jordan – Alcohol Beverage Administrator – 08-02-2021 <u>Contract File:</u> 1. Mutual Aid Agreement for Water Rescue with the City of Metropolis MO #2487 2. Commonwealth of Kentucky (CDBG)– Contract Modification with Pace Contracting, LLC – Change Order for Pump Station #2 – ORD 2021-07-8694 3. Change Order for Pump Station #2 – Construction Contract with Pace Contracting, LLC in the amount of \$121,733.29 – ORD 2021-07-8694 <u>Bids File:</u> 1. Uniforms for Public Works, Engineering and Parks Department

August 10, 2021

	a. Aramark Uniform Services (awarded bid - MO #2476) b. Unifirst Corp. <u>Financials File:</u> 1. Paducah Water Works – Month ended June 30, 2021
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF \$85,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO SAID BOARD MO #2488; BK 12

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

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

MUNICIPAL ORDER

APPROVE MERGER OF THE WEST McCRACKEN WATER DISTRICT AND PADUCAH WATER SYSTEMS

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING AND AUTHORIZING PADUCAH WATER WORKS MERGING WITH THE WEST MCCRACKEN COUNTY WATER DISTRICT.”

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
MO #2489; BK 12

COMMENTS

The Mayor allowed public comments before the vote on the MOU regarding the Athletic Complex. Tammara Tracy made public comments regarding the Paducah-McCracken County Athletic Complex Memorandum of Understanding.

APPROVE MEMORANDUM OF UNDERSTANDING WITH THE McCRACKEN COUNTY FISCAL COURT & SPORTS TOURISM COMMISSION REGARDING THE PADUCAH-McCRACKEN COUNTY ATHLETIC COMPLEX

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF MCCRACKEN AND THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION REGARDING

August 10, 2021

**FUNDING OF A PADUCAH-MCCRACKEN COUNTY ATHLETIC COMPLEX; AND
AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME”**

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
MO #2490; BK 12

**APPROVE MEMORANDUM OF UNDERSTANDING WITH McCRACKEN
COUNTY FOR THE E-911 PARTNERSHIP FORMATION**

Commissioner Gault offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF MCCRACKEN REGARDING E-911 PARTNERSHIP FORMATION; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME”

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
MO #2491; BK 12

ORDINANCE ADOPTIONS

ZONING TEXT AMENDMENT FOR NEW LAND USES

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This Ordinance amends Chapter 126 of the Code of Ordinances of the City of Paducah, Kentucky, to define and permit cottage homes with certain requirements. These types of homes could be a minimum of 140 square feet and would be permitted in the B-1 Convenience & Service Zone and higher-intensity zones. Manufactured homes, mobile homes, campers, recreational vehicles, storage buildings, shipping containers and/or sheds are not considered to be cottage homes. Further, this amendment defines and allows short-term rentals and special event short-term rentals which are rented less than 30 consecutive days in certain zones. This amendment also allows for the construction of a single-family home on a smaller building lot than 8,000 square feet provided setbacks are met and the floor-to-area ratio is not less than 10%; allows the outdoor sale of food items, vegetables, fruits and garden implements; allows multi-family structure density to be determined by the Kentucky Building Code in the B-1 Convenience & Service Zone and in higher-intensity zones; allows seasonal fireworks tents in the B-3 General Business Zone and in higher-intensity zones; and allows only commercial uses in the front 2/3 of the ground floor of buildings in the H-1 Historic Commercial Zone.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
(ORD #2021-08-8697; BK 36)

ZONING TEXT AMENDMENT FOR MOBILE FOOD VEHICLES/FOOD TENTS

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING

August 10, 2021

CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO MOBILE FOOD VEHICLES.” This Ordinance is summarized as follows: This ordinance amends Section 126-87 *Mobile Food Vehicles* of the Paducah Code of Ordinances to define Food Tents in accordance with the Kentucky Building Code, allow them as an exemption in the Highway Business District and provide specific guidance for the regulation of Food Tents in the B-2 Downtown Business Zone and in higher-intensity zones. This amendment allows Mobile Food Vehicles to operate closer than 100 feet to a brick-and-mortar restaurant(s) with the specific written consent of said restaurant(s) and removes the 14-day time period in which a mobile food vehicle must move. Further, Mobile Food Vehicles are proposed to be located on Broadway between Water Street and North 7th Street/ Clarence Gaines Street, 2nd Street and within 100’ of a residence if a generator is utilized that is 72 decibels or less.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
(ORD #2021-08-8698; BK 36)

AMEND CHAPTER 46 OF THE PADUCAH CODE OF ORDINANCE TO CREATE A MOBILE FOOD VEHICLE FIRE INSPECTION FEE

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 46 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH TO CREATE ARTICLE V RELATED TO MOBILE FOOD VEHICLE INSPECTIONS.” This Ordinance is summarized as follows: This Ordinance creates Article V *Mobile Food Vehicle Inspections* of Chapter 46 *Fire Prevention & Protection* of the Paducah Code of Ordinances for the purpose of implementing a fee of \$50.00 for each Mobile Food Vehicle inspection performed by the Paducah Fire Prevention Division for City of Paducah Mobile Food Vehicles. Further, this Ordinance authorizes and empowers the Paducah Fire Prevention Division to perform inspections for Mobile Food Vehicles which operate outside of City limits, but within McCracken County, as required by the McCracken County Fiscal Court. Said inspections for McCracken County Mobile Food Vehicles shall be performed at a cost of \$50.00. Said inspections shall be valid for one (1) calendar year from the date of issuance and subsequent renewal inspections shall be at a fee of \$50 per inspection.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
(ORD #2021-08-8699; BK 36)

REMOTE WORKERS INCENTIVE PROGRAM

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE ESTABLISHING THE REMOTE WORKERS INCENTIVE PROGRAM.” This Ordinance is summarized as follows: The City of Paducah, Kentucky, hereby establishes the City Remote Workers Incentive Program with certain conditions and/or requirements. In order to be eligible to participate in the City Remote Workers Incentive Program, an applicant/employee must be 21 years old or older; be a U.S. Citizen, lawful permanent resident, or have other credentials necessary to work in the United States, live at least 100 miles outside the limits of the City of Paducah at the time of application for the City Remote

August 10, 2021

Workers Incentive Program, work full-time for a company in which all offices are located at least 100 miles outside the limits of the City of Paducah, be able to perform a majority of their employment duties remotely from a home office or co-working space located inside the City of Paducah limits, acquire primary residency in the City of Paducah within three (3) months of acceptance into the Program, agree to retain primary residence in the City of Paducah for at least one (1) year beyond the initial twelve-month program; and not be a participant in any other publicly-funded program/initiative. Individuals accepted into the City Remote Workers Incentive Program may be eligible to receive up to \$2,500.00 reimbursement for expenses associated with relocating to the City of Paducah; Up to \$70.00 per month reimbursement for fees associated with provision of internet services for a period of twelve (12) months; and waiver of City of Paducah payroll taxes for twelve (12) months.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).
(ORD #2021-08-8700; BK 36)

ORDINANCE INTRODUCTION

APPROVE AN INTERLOCAL COOPERATION AGREEMENT WITH McCRACKEN COUNTY AND BARKLEY REGIONAL AIRPORT AUTHORITY FOR LOCAL SHARE PAYMENT OF THE AIRPORT TERMINAL PROJECT

Commissioner Gault offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF MCCRACKEN AND THE BARKLEY REGIONAL AIRPORT AUTHORITY REGARDING LOCAL SHARE PAYMENT OF THE AIRPORT TERMINAL PROJECT IN AN ESTIMATED AMOUNT OF \$5,800,000 TO BE FUNDING EQUALLY BY THE CITY OF PADUCAH AND THE COUNTY OF MCCRACKEN; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This Ordinance authorizes and approves an Interlocal Cooperation Agreement by and between the City of Paducah, Kentucky, the County of McCracken County, Kentucky and the Barkley Regional Airport Authority to set forth the portions of the Local Share of the Barkley Regional Airport Terminal Project will be funded by the City and what portion of the Local Share of the Terminal Project will be funded by the County. The Local Share is estimated to be \$5,800,000. The Interlocal Cooperation Agreement commits the City of Paducah to provide funding to cover fifty (50%) of the Local Share. A final Local Share in excess of Six Million Dollars (\$6,000,000.00) is subject to a full review of the Paducah City Commission and the McCracken County Fiscal Court.

DISCUSSION

COMMUNITY POLICING UPDATE

Communications Manager Pam Spencer offered the following discussion summary:

Community Policing Update

August 10, 2021

Police Chief Brian Laird presented several graphs showing crime statistics in Paducah over the past 20 years. Chief Laird said that Paducah remains a safe place to visit and live with overall crime significantly reduced over the past two decades. To be proactive, the Paducah Police Department focuses on several community policing efforts including the creation of a flex team that focuses on areas with higher calls/crime, partnerships with the community and other policing agencies, the creation of the School Resource Officer Program, and meetings with community faith leaders.

COMMENTS

City Manager - City Manager Jordan expressed appreciation for the welcome he has received from the community and from Team Paducah

EXECUTIVE SESSION

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

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE INTO OPEN SESSION

Commissioner Gault offered motion, seconded by Mayor Bray that the Board of Commissioners reconvene into open session.

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Henderson, to adjourn the meeting of the Paducah Board of Commissioners.

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

TIME ADJOURNED: 7:45 p.m.

ADOPTED: August 24, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

August 24, 2021

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Letter to Barry Alberts, Weyland Ventures from Nic Hutchison regarding request to extend date of closing and property transfer – Tract 1 – City Block Development Project.
2. Declaration of Local State of Emergency dated August 10, 2021 regarding COVID

Contract File:

1. Contract For Services – Paxton Park Golf Board d/b/a Paxton Park Municipal Golf Course – MO #2488
2. Entertainment Destination Center Agreements – ORD 2021-04-8685
 - a) Maiden Alley Cinema
 - b) Doe's Eat Place
 - c) Grill 211
 - d) Freight House
 - e) The Bully Gorilla
 - f) Over/Under
 - g) Tribeca Inc (d/b/a The 1857 Hotel)

Financials File:

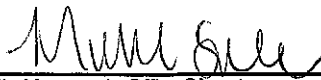
1. Paducah Convention & Visitors Bureau – Financial Statement dated June 30, 2020

Bids

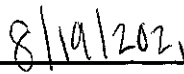
1. Paducah Floodwall Closure – ORD 2021-07-8695
 - a) Smith Construction
 - b) Coffee Construction
2. Flood Protection Flap Gate Replacement – ORD 2021-07-8696
 - a) Jim Smith Contracting
 - b) ICI Mechanical, Inc.
 - c) C. J. Mahan Construction Company

CITY OF PADUCAH
August 24, 2021

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
August 24, 2021**

NEW HIRES - FULL-TIME (F/T)					
<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bell, Joshua	Firefighter Recruit	\$13.90/hr	NCS	Non-Ex	September 7, 2021
Bucher, Jordan	Firefighter Recruit	\$13.90/hr	NCS	Non-Ex	September 7, 2021
King, Jeremy	Firefighter Recruit	\$13.90/hr	NCS	Non-Ex	September 7, 2021
Stenberg, James	Firefighter Recruit	\$13.90/hr	NCS	Non-Ex	September 7, 2021
Tuck, Aaron	Firefighter Recruit	\$13.90/hr	NCS	Non-Ex	September 7, 2021

<u>POLICE</u>					
Cordero, Carlos M.	Police Officer Recruit	\$24.14/hr	NCS	Non-Ex	September 9, 2021
Harvey, Fred M.	Police Officer	\$26.67/hr	NCS	Non-Ex	September 9, 2021
McCormick, Jackson C.	Police Officer Recruit	\$24.14/hr	NCS	Non-Ex	September 9, 2021
Wilson, Samantha M.	Police Officer Recruit	\$24.14/hr	NCS	Non-Ex	September 9, 2021

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

<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>
Young, Stacey	Revenue Manager \$38.94/hr	Revenue Manager \$40.11/hr	NCS	Non-Ex	August 26, 2021

<u>FIRE - PREVENTION</u>					
Fugate, Les	Chief Building Inspector \$34.67/hr	Chief Building Inspector \$35.71/hr	NCS	Non-Ex	August 26, 2021
Utz, Steve	Code Enforcement Officer \$23.63/hr	Code Enforcement Officer \$24.34/hr	NCS	Non-Ex	August 26, 2021

<u>FIRE - SUPPRESSION</u>					
Bonds, Robert	Firefighter \$15.75/hr	Relief Driver \$16.61/hr	NCS	Non-Ex	August 12, 2021
Denton, David	Assistant Chief \$28.57/hr	Assistant Chief \$29.43/hr	NCS	Non-Ex	August 26, 2021

<u>PUBLIC WORKS</u>					
Walker, Darrell	ROW - Street \$20.80/hr	Equipment Operator \$22.48/hr	NCS	Non-Ex	August 26, 2021
Stewart, Bryce	ROW - Street \$20.80/hr	Equipment Operator \$22.48/hr	NCS	Non-Ex	September 9, 2021

TERMINATIONS - FULL-TIME (F/T)

<u>ADMINISTRATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Birdsong, Lyndsey	Senior Administrative Assistant	Resignation	August 20, 2021
<u>PLANNING</u>			
Byers, Kathryn E.	Business Development Specialist	Resignation	August 30, 2021
<u>PUBLIC WORKS</u>			
Gross, Jamie	Equipment Operator	Resignation	September 6, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Approve FY2022 Contract For Services with Luther F. Carson Four Rivers Center, Inc., in the amount of \$45,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, James Arndt

Presentation By: Daron Jordan

Background Information: For FY2022, it was decided that a Grant-In-Aid Application process would be used to determine the level of funding for various organizations in the City of Paducah. The City went through a grant application process, The Grant-In-Aid Committee reviewed the applications and then made a recommendation to the City Manager, who, in turn, took the recommendation to the Board of Commissioners. The FY2022 Budget was approved on June 22, 2021, by Ordinance No. 2021-06-8692. The Board of Commissioners is now desirous of entering into a contract with the Luther F. Carson Four Rivers Center, Inc., for FY2022 services in the amount of \$45,000, payable by September 30, 2021.

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

If yes, please list the Commission Priority: A2 - Recognize, promote and encourage creative industry growth.

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580610

Staff Recommendation: Approve FY2022 Contract For Services with Luther F. Carson Four Rivers Center, Inc., and authorize Mayor Bray to execute same.

Attachments:

1. MO - contract for services – Carson Center FY2022
2. Contract For Services - Carson Center

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE
AMOUNT OF \$45,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the Luther F. Carson Four Rivers Center Inc. in the amount of \$45,000, to be paid by September 30, 2021. This contract shall expire June 30, 2022. This funding will assist in three areas: (1) Carson Center Comeback Season; (2) Arts Education For All – programming tailored to the needs of schools, families, children, youth, young adults, and senior adults; and (3) Community Engagement with Audiences and Artists through Creativity and Innovation, incorporating programming such as Take Five Live From the Carson Center, Movies By Moonlight and Spotlight on Students.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580610.

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

GEORGE BRAY, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 24, 2021

Recorded by Lindsay Parish, City Clerk, August 24, 2021

\\mo\contract for services – Carson Center FY2022

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2021, by and between the **CITY OF PADUCAH** ("City") and **LUTHER F. CARSON FOUR RIVERS CENTER, INC.**

WITNESSETH:

WHEREAS, Luther F. Carson Four Rivers Center, Inc. will bring quality entertainment and cultural enrichment to Paducah and McCracken County; and

WHEREAS, promoting cultural enrichment quality entertainment and providing community-enhancing activities, in the Paducah area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with Luther F. Carson Four Rivers Center, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services.

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2022.

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

SECTION 3: OPERATIONS PAYMENT In consideration of providing a youth performance schedule and to carry out the objectives of Luther F. Carson Four Rivers Center, Inc., upon receipt of an invoice, the City shall pay Luther F. Carson Four Rivers Center, Inc. the sum of Forty-Five Thousand and no/100 (\$45,000) Dollars, due and payable by September 30, 2021.

SECTION 4: CHECK PRESENTATION – The City of Paducah and the Luther F. Carson Four Rivers Center, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - This funding will assist in three areas: (1) Carson Center Comeback Season; (2) Arts Education For All – programming tailored to the needs of schools, families, children, youth, young adults, and senior adults; and (3) Community Engagement with Audiences and Artists through Creativity and Innovation, incorporating programming such as Take Five Live From the Carson Center, Movies By Moonlight and Spotlight on Students.

SECTION 6: ACCOUNTING

- (A) Luther F. Carson Four Rivers Center, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Luther F. Carson Four Rivers Center, Inc. shall supply an annual financial audit to the City within two (2) weeks of receiving same.
- (C) Prior to June 30, 2022, Luther F. Carson Four Rivers Center, Inc., shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 5.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Luther F. Carson Four Rivers Center, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

GEORGE BRAY, Mayor

LUTHER F. CARSON FOUR RIVERS CENTER, INC.

Name MARY KATZ 

Title EXECUTIVE DIRECTOR

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Approve FY2022 Contract with Sprocket, Inc., in the amount of \$35,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, James Arndt

Presentation By: Daron Jordan

Background Information: For FY2022 it was decided that a Grant-In-Aid Application process would be used to determine the level of funding for various organizations in the City of Paducah. The City went through a grant application process, The Grant-In-Aid Committee reviewed the applications and then made a recommendation to the City Manager, who, in turn, took the recommendation to the Board of Commissioners. The FY2022 budget was approved on June 22, 2021, by Ordinance No. 2021-06-8692, which included funding for Sprocket.

The Board of Commissioners is now desirous of entering into a contract with Sprocket, Inc., for FY2022 services in the amount of \$35,000.

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

If yes, please list the Commission Priority: E1- Encourage and assist local business retention and expansion

E7 - Recruit and incentivize the creation of new targeted industries

E8 - Cultivate local entrepreneurship and innovations List

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580810

Staff Recommendation: Approve the FY2022 Contract For Services with Sprocket in the amount of \$35,000 and authorize Mayor to execute same.

Attachments:

1. MO - contract-Sprocket FY22
2. Contract For Services - Sprocket

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$35,000 FOR
ADMINISTRATIVE AND OPERATIONAL COSTS, INCLUDING PERSONNEL,
WHO CARRY OUT THE OBJECTIVES AND SERVICES OF SPROCKET

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Sprocket, Inc. in the amount of \$35,000 payable in one installment, due by
September 30, 2021, for administrative and operational costs. This contract shall expire
June 30, 2022.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-580810

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 24, 2021
Recorded by Lindsay Parish, City Clerk, August 24, 2021
\\mo\contract-Sprocket FY22

CONTRACT FOR SERVICES

This Contract for Services, effective this 4th day of August, 2021, by and between the **CITY OF PADUCAH** ("City") and **SPROCKET INC**, ("Sprocket"), a Kentucky non-profit corporation.

WHEREAS, Sprocket, Inc is a non-profit 501(c)3 makerspace. Sprocket is a place to create and develop innovative programs for education, entrepreneurship, and community learning.

WHEREAS, the services of Sprocket as described herein are for the direct benefit of the citizens of Paducah; and

WHEREAS, promoting entrepreneurialism which fosters development of the local workforce and the economy of Paducah serves a valid public purpose; and

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

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

SECTION 1: TERM The term of this Contract for Services shall be from the effective date of the contract through June 30, 2022.

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

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative and operational costs including compensation for personnel who carry out the objectives and services of Sprocket and for the services described herein, City shall pay Sprocket the sum of Thirty-Five Thousand Dollars (\$35,000) to be paid no later than September 30, 2021.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Sprocket, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES Sprocket shall perform the following services for and on behalf of the City in consideration for the payment described above in Section 3.

SECTION 6: ACCOUNTING

- (A) Sprocket shall conduct all accounting, payroll, and fiscal management. Sprocket shall make regular reports of expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of Sprocket, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) Sprocket shall supply an annual financial audit to the City within two (2) weeks of its completion.
- (D) Prior to June 30, 2022, Sprocket shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 3.

SECTION 7: ENTIRE AGREEMENT This Contract for Services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Sprocket are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all moneys not properly accounted.

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

CITY OF PADUCAH

George Bray, Mayor

SPROCKET, INC.

John Truitt

Name

Title: President

Signature: *John Truitt*

Email: jtruitt@kalleo.net

Sprocket Contract for Services FY2022.docx

Final Audit Report

2021-08-04

Created:	2021-08-04
By:	Sprocket Inc (monica@sprocketpaducah.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANVmqySrO83MqGbCeuC0cDIfWq9wOOgA5

"Sprocket Contract for Services FY2022.docx" History

-  Document created by Sprocket Inc (monica@sprocketpaducah.com)
2021-08-04 - 5:58:44 PM GMT - IP address: 199.36.135.150
-  Document emailed to John Truitt (jtruitt@kalleo.net) for signature
2021-08-04 - 5:59:30 PM GMT
-  Email viewed by John Truitt (jtruitt@kalleo.net)
2021-08-04 - 9:26:22 PM GMT - IP address: 174.199.168.45
-  Document e-signed by John Truitt (jtruitt@kalleo.net)
Signature Date: 2021-08-04 - 9:27:45 PM GMT - Time Source: server- IP address: 174.199.168.45
-  Agreement completed.
2021-08-04 - 9:27:45 PM GMT

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Department and Paducah Water - **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: August 10, 2021, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventative maintenance, pursuant to the fee schedule for Paducah Water.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - agree-fleet maintenance services – Paducah Water 2021
2. Paducah Water Service Agreement
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH PADUCAH WATER TO PROVIDE FLEET MAINTENANCE
SERVICES AT HOURLY RATES

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

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

SECTION 1. That the Board of Commissioners hereby approves the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the Paducah Water in substantially the form attached hereto and made part hereof (Exhibit A) and ratifies the Mayor’s signature.

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

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon 60 day’s written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon thirty days’ written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 24, 2021

Adopted by the Board of Commissioners, August 24, 2021

mo/agree-fleet maintenance services – Paducah Water 2021

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

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

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

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

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

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: _____

Title: _____

Date: _____

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

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

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

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

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: SCOTT SHRUM

Title: DISTRIBUTION SUPER.

Date: 8-10-21

246362

3 Feb

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

Shop Hourly Labor Rate Sheet

Heavy Truck -----	\$95.00 per hour
Heavy Equipment -----	\$95.00 per hour
Passenger Vehicle -----	\$85.00 per hour
Light Truck -----	\$85.00 per hour
Small Engine -----	\$75.00 per hour

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Accept CARES Act funding through the Department for Local Government in the amount of \$185,093.00 - **D JORDAN**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Daron Jordan

Background Information: Summary: The City of Paducah has been awarded an additional round of CARES Corona Relief Funding (CRF) in the amount of \$185,093.00 for reimbursement of COVID-related costs.

Background: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) established the Coronavirus Relief Fund. The City of Paducah received \$1,786,875.00 in Round 1 funding and \$559,821.00 in Round 2 funding.

The City of Paducah will request reimbursement for payroll expenses for police officers and firefighters beginning September 18, 2021 for the full amount.

No local match is required. These funds will be directed back to the General Fund (G/F). These funds are not for a future project.

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 and direct the Mayor to execute all required grant documents.

Attachments:

1. MO - CARES Act Coronavirus Grant Funding – PD & Fire Salaries Round 3 2021
2. Paducah CARES ACT Memorandum of Understanding_Rnd 3

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) FUNDING THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$185,093 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS AND AUTHORIZING THE EXECUTION ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) established the Coronavirus Relief Fund; and

WHEREAS, the City of Paducah received \$1,786,875.00 in Round 1 funding and \$559,821.00 in Round 2 funding; and

WHEREAS, the City of Paducah has been awarded an additional round of CARES Act funding in the amount of \$185,093.00 for reimbursement of COVID-related costs.

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

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to accept Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act) funds in the amount of \$185,093 for reimbursements of the salaries of Paducah Police Officers and Firefighters. No local cash or in-kind match is required.

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\grants\award - CARES Act Coronavirus Grant Funding – PD & Fire Salaries Round 3 2021



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 112 2200000597

Version: 1

Record Date:

Document Description: COVID 19 Relief Fund C3-130 City of Paducah

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: Billie Johnson
Phone: (502) 573-2382
E-mail: BILLIER.JOHNSON@KY.GOV**Vendor Name:**
CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652**Vendor Contact**Name: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV**Effective From:** 2021-09-18**Effective To:** 2021-12-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		C3-130 City of Paducah CRF Reimbursement	\$0.000000	\$185,093.00	\$185,093.00

Extended Description:

Reimbursements for expenses incurred during the COVID 19 pandemic

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT: \$185,093.00

	Document Description	Page 2
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

GRANT INFORMATION AND IDENTIFICATION

Project Number: C3-130

Local Government: City of Paducah

Project Name: City of Paducah CRF Reimbursement

Federal Agency: U.S. Department of the Treasury

CFDA Title: Coronavirus Relief Fund for States

CFDA Number: 21:019

Award Year: 2020

	Document Description	Page 3
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Office of the Governor, Department for Local Government, Office of Federal Grants (“the Commonwealth”) and City of Paducah (“the Contractor”) to establish an agreement for the City of Paducah CRF Reimbursement Project. The initial MOA is effective from September 18, 2021 through December 30, 2021.

Scope of Services: Reimbursements for expenses incurred during the COVID 19 pandemic.

WHEREAS, the United States Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136), which provides assistance to state and local governments; and

WHEREAS, Section 5001(d) of the CARES Act provides the eligible purposes for which Coronavirus Relief Fund (CRF) payments may be used; specifically, allowing state and local governments to make payments for programs that 1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19); 2) were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the Commonwealth or local government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2021.

WHEREAS, the Commonwealth has been duly designated to administer the grant funds for the Project; and

WHEREAS, the Contractor has submitted an application for CRF grant funds, and

WHEREAS, the Contractor will be the administrator and beneficiary of the grant money from the Commonwealth for the Project as provided the CARES Act under the terms and

	Document Description	Page 4
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

conditions enumerated herein and has further agreed to effectuate the completion of the Project in accordance with those terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, the Commonwealth and the Contractor agree as follows:

1. Obligations of the Commonwealth

The Commonwealth agrees, conditioned upon the timely performance by the Contractor of its obligations herein, to undertake the following obligations:

A. The Commonwealth may, but is not required to, make periodic inspections of the Project and may send inspection reports to the Contractor. Deficiencies identified in an inspection report shall be corrected by the Contractor and their correction reported in writing to the Commonwealth within two weeks of receipt of the inspection report.

B. The Commonwealth will cooperate fully with the Contractor in order to facilitate the obligations set out in this memorandum.

C. The Commonwealth shall close out the Project upon satisfactory completion of the Project by the Contractor in accordance with the terms and conditions of this MOA and submission of an acceptable project completion report in the form prescribed by the Commonwealth.

2. Obligations of the Contractor

The Contractor agrees to undertake the following obligations:

A. The Contractor shall perform or cause to be performed all necessary acts to plan, design and complete the Project in accordance with the attached Scope of Work, which is hereby incorporated herein and made a part of this MOA.

B. The Contractor shall obtain all necessary permits, licenses, and approvals required for completion of the Project from the appropriate governmental entities.

C. The Contractor shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies.

D. The Contractor shall use its own procurement procedures that are compliant with all applicable state and local laws for all purchases of goods or services related to the Project.

	Document Description	Page 5
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

E. The Contractor shall submit all Requests for Disbursement on the prescribed forms of the Commonwealth, including copies of paid invoices, cancelled checks and/or bank statements documenting the proper expenditure of funds for reimbursement.

F. Beginning upon the effective date of this MOA and regardless of whether any funds have been drawn, the Contractor shall submit quarterly progress reports and a project completion report when the project is final to the Commonwealth in the form prescribed by the Commonwealth until the Project is deemed closed by the Commonwealth. Failure to submit or fully complete any required report will place the Contractor in noncompliance status, at which time the Commonwealth will suspend the release of additional funds until the appropriate documentation has been submitted.

G. The Contractor shall retain all records relating to the Project until the records are audited by the Commonwealth, or for no less than five (5) years after the Project has been closed by the Commonwealth, whichever occurs first.

H. A copy of the resolution by the Contractor's governing body authorizing the execution of this MOA is attached, which is incorporated into this MOA as though set forth fully herein.

I. The Contractor shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this MOA.

J. The Contractor shall be responsible for the expenditure of funds in accordance with the CARES Act and all other applicable laws. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this MOA shall be deemed a default of this MOA by the Contractor. The Contractor shall repay the Commonwealth all funds that are not spent in accordance with this MOA and applicable laws.

K. All Contractors, with the exception of Cities with a population of less than one thousand (1,000) people, or which receives and expends less than seventy-five thousand dollars (\$75,000) per fiscal year and has no long term debt, covered by KRS 91A.040(2) and (3), respectively, and Districts covered by KRS 65.065(2) or KRS 65A.010 to 65A.090, are subject to an independent annual audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of Office of Management and Budget Circular A-133, "Audits of State and Local Governments," if applicable, and the Audit Guide for Fiscal Court Audits issued by the Kentucky Auditor of Public Accounts. The audit report shall include a certification that the funds were expended for the purpose intended. A copy of the audit and certification of compliance shall be forwarded to the Commonwealth, Office

	Document Description	Page 6
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

of Federal Grants, no later than 18 months after the end of each fiscal year in which funds were received by a Contractor.

Those Cities and Districts referenced above shall be required to submit a copy of their financial statement, when applicable, to the Commonwealth, Office of Federal Grants, no later than 18 months after the end of each fiscal year in which funds were received by a Contractor. Where a financial statement is not applicable, pursuant to the relevant statute, an audit shall be required.

3. Mutuality of Obligations

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this MOA is necessary. The failure of the Contractor to fulfill its obligations under this MOA or the failure of any event to occur by a date established by this MOA shall constitute a breach of the MOA unless the obligation is waived or modified by written MOA of the parties.

B. In the event of default by the Contractor, including the failure to meet any time deadlines set out in this memorandum, the Commonwealth may declare this MOA void from its date of execution without further obligation to the Contractor and may commence appropriate legal or equitable action to enforce its rights under this MOA including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this MOA shall be solely responsible for any costs incurred in fulfilling their obligations under this MOA. If any legal action or other proceeding is successfully brought by the Commonwealth to enforcement this MOA, then the Commonwealth shall be entitled to recover from the Contractor, reasonable attorneys' fees, court costs and all expenses incurred in that action or proceeding, in addition to any other relief to which the Commonwealth may be entitled.

4. Miscellaneous Provisions

A. This MOA may be signed by each party upon a separate copy, and in such case one counterpart of this MOA shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This MOA may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this MOA or the terms and conditions hereof to produce or account for more than one of such counterparts.

B. The headings set forth in this MOA are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOA.

	Document Description	Page 7
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

C. The terms and conditions of this MOA shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this MOA which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. This MOA sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing MOAs among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Performance of each of the terms and conditions of this MOA shall be carried out in a timely manner.

F. The parties agree that any suit, action, or proceeding with respect to this MOA may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

All notices, requests, demands, waivers, and other communications given as provided in this MOA shall be in writing, and shall be addressed as follows:

If to the Commonwealth:
Department for Local Government
Office of Federal Grants

100 Airport Road, 3rd Floor
Frankfort, KY 40601

If to the Contractor:
The Honorable George P. Bray
Mayor, City of Paducah

300 South 5th St.
Paducah, Kentucky 42002-2267

G. The Commonwealth may audit or review all documentation and records of the Contractor relating to this project pursuant to the provisions of KRS 45A.150.

	Document Description	Page 8
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

H. The parties agree that this MOA is not entered into under the provisions of KRS 56.8161 et seq.

Pricing:

The Commonwealth shall, subject to the availability of appropriate funds, pay the Contractor a sum not to exceed \$185,093.00 in accordance with the submission of a Request for Disbursement form, as prescribed by the Commonwealth.

	Document Description	Page 9
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

.

4.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

	Document Description	Page 10
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

	Document Description	Page 11
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

☐ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

	Document Description	Page 12
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

	Document Description	Page 13
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

	Document Description	Page 14
2200000597	COVID 19 Relief Fund C3-130 City of Paducah	

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Commonwealth of Kentucky:

Signature	Commissioner Department For Local Government Title
Dennis Keene	
Printed Name	Date

City of Paducah:

Signature	Mayor, City of Paducah Title
Printed Name	Date

Approved as to form and legality:

Signature	City of Paducah Counsel Title
Printed Name	Date

Signature	Legal Counsel Department For Local Government Title
Printed Name	Date

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY SUPPORTING THE SUBMISSION OF AN APPLICATION FOR RECERTIFICATION AS A WORK READY COMMUNITY IN THE KENTUCKY WORKFORCE INVESTMENT BOARD'S WORK READY COMMUNITIES INITIATIVE

WHEREAS, the Paducah Board of Commissioners adopted a Resolution in August of 2015 in support of the submission of an application to become a Kentucky Work Ready Community; and

WHEREAS, McCracken County earned the certification as a Work Ready Community in 2015 and is time now to be re-certified; and

WHEREAS, the Paducah Board of Commissioners would like to recognize and show support for the submission of a recertification application to participate in the Kentucky Work Ready Communities initiative, in order to differentiate our community and help Kentucky compete and attract jobs now and in the future; and

WHEREAS, the Paducah Board of Commissioners intends that this resolution be included as part of the documentation submitted with the McCracken County Work Ready Communities application; and

WHEREAS, designation as a Work Ready Community would help McCracken County to be able to identify skills gaps in its workforce and quantify the level of skill within the workforce; and

WHEREAS, the Paducah Board of Commissioners recognizes the importance of a skilled workforce within McCracken County for the economic life of its citizens.

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

SECTION 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

SECTION 2. That the Paducah Board of Commissioners hereby supports the submission of an application for recertification as a Kentucky Work Ready Community.

SECTION 3. That this resolution shall be effective immediately from and after its passage.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\resoln\work ready community 2021

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Approve Contract For Services FY2022 - Greater Paducah Economic Development Council (GPEDC) in the amount of \$250,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, James Arndt

Presentation By: Daron Jordan

Background Information: As part of the Investment Fund Decision, the City of Paducah wishes to contract with GPEDC to perform duties including promoting investment and economic development in the Paducah area. Said contract shall be in the amount of \$250,000, and will be paid in quarterly installments. The FY2022 Budget was approved on June 22, 2021, by ORD 2021-06-8692.

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

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

If yes, please list the Commission Priority: E-7 Recruit and incentivize the creation of new targeted industries

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580800

Staff Recommendation: Approve FY2022 Contract For Services with GPEDC in the amount of \$250,000 and authorize Mayor to execute same.

Attachments:

1. Contract For Services - GPEDC
2. MO - contract-GPEDC FY22

CONTRACT FOR SERVICES

This Contract for Services, effective this 15 day of July, 2021, by and between the **CITY OF PADUCAH** ("City") and **GPEDC, Inc.**, d/b/a GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC), a Kentucky not-for-profit corporation.

WITNESSETH:

WHEREAS, GPEDC is a non-profit organization charged with the economic development of Paducah and McCracken County.

WHEREAS, the services of GPEDC as described herein are for the direct benefit of the citizens of the City of Paducah, and

WHEREAS, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2022.

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

SECTION 3: OPERATIONS PAYMENT

- A. In consideration of the operating costs and debt service necessary to carry out the objectives and services of GPEDC for services described herein, the City shall pay GPEDC Two Hundred Fifty Thousand Dollars (\$250,000) to be paid in equal quarterly allocations of Sixty-Two Thousand Five Hundred Dollars \$62,500 each by the end of each quarter. A quarterly invoice will be provided by GPEDC prior to payment.
- B. First Quarter Payment shall be made after ratification of this agreement by both parties. The first quarterly payment shall be made by September 30, 2021, and subsequent payments shall be made by December 31, 2021, March 31, 2022 and June 30, 2022.
- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

SECTION 4: CHECK PRESENTATION – The City of Paducah and GPEDC, Inc. will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES GPEDC shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager
- Partner with the City in the creation and implementation of an effective local business retention and expansion program.

SECTION 6: INCENTIVES GPEDC shall provide recommendations for incentives for the City Manager, and staff to review, in accordance and in compliance with City of Paducah Municipal Order No. 1714, "Guidelines for Providing Economic Incentives", as amended.

SECTION 7: ACCOUNTING

- (A) GPEDC shall conduct all accounting, payroll, financial management, and shall make regular reports of GPEDC's expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of GPEDC, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) GPEDC shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 8: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

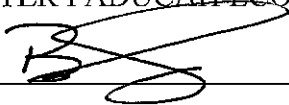
SECTION 9: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided GPEDC are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC)

By  _____

Title BRUCE WILCOX, PRESIDENT

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC
DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal
quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This
contract shall become effective July 1, 2021 and expire June 30, 2022.

SECTION 2. This expenditure will be charged to the Investment Fund, Account
Number 24000401-580800.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 24, 2021
Recorded by Lindsay Parish, City Clerk, August 24, 2021
\\mo\contract-GPEDC FY22

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Approve an Interlocal Cooperation Agreement with McCracken County and Barkley Regional Airport Authority for Local Share Payment of the Aiport Terminal Project - **G BRAY**

Category: Ordinance

Staff Work By:

Presentation By:

Background Information: This Ordinance authorizes an Interlocal Cooperation Agreement between the City of Paducah, McCracken County and the Barkley Regional Airport Authority regarding the Local Share Payment for the Airport Terminal Project. The Airport has undertaken a project to build and construct a new terminal (including design and construction of a sanitation sewer system) at the airport located at 2901 Fisher Road, West Paducah, Kentucky 42086. The Terminal Project is estimated to cost Forty-Two Million Dollars \$42,000,000.00 in total. The Airport has received and obtained commitments from the Federal Aviation Administration (the “FAA”), the Kentucky Department of Aviation (“KDA”), and other federal, state, and local resources to provide funding for approximately eighty-seven percent (87%) of the Total Estimated Cost of the Terminal Project.

The City and the County desire to provide resources and funding for any portion of the Terminal Project not funded by the FAA, the KDA, and other federal state, and local resources. This Interlocal Agreement allows the City, County, and the Airport set forth and clearly understand what portion of the Local Share of the Terminal Project will be funded by the City and what portion of the Local Share of the Terminal Project will be funded by the County. The Local Share of the Terminal Project is estimated at \$5,800,000 which will be split evenly between the City and the County. The total amount of the Local Share is only an estimate and may be higher or lower than the estimate set forth in the Interlocal Cooperation Agreement. Funding for this project will be provided by the 2020A GOB 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: 2020A GOB Bond Proceeds

Account Number:

Staff Recommendation:

Attachments:

1. Interlocal Agree – Barkley Regional Airport Terminal Project 2021

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH
THE COUNTY OF MCCRACKEN AND THE BARKLEY REGIONAL
AIRPORT AUTHORITY REGARDING LOCAL SHARE PAYMENT OF THE
AIRPORT TERMINAL PROJECT IN AN ESTIMATED AMOUNT OF
\$5,800,000 TO BE FUNDING EQUALLY BY THE CITY OF PADUCAH AND
THE COUNTY OF MCCRACKEN; AND AUTHORIZING THE EXECUTION
OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Airport is a local air board established by the City and the County and duly organized and operating under the laws of the Commonwealth of Kentucky as set forth in KRS 183.132, et seq.; and

WHEREAS, the Airport has, with the encouragement and support of the City and County, undertaken a project to build and construct a new terminal (including design and construction of a sanitation sewer system) at the airport located at 2901 Fisher Road, West Paducah, Kentucky 42086 (the "Terminal Project"); and

WHEREAS, the Terminal Project is estimated to cost Forty-Two Million Dollars (\$42,000,000.00) (the "Total Estimated Cost"); and

WHEREAS, the Airport has received and obtained commitments from the Federal Aviation Administration (the "FAA"), the Kentucky Department of Aviation ("KDA"), and other federal, state, and local resources to provide funding for approximately eighty-seven percent (87%) of the Total Estimated Cost of the Terminal Project; and

WHEREAS, the City and the County desire for the Airport to proceed with and complete the Terminal Project and recognize that doing so will be a benefit to Paducah, McCracken County, and western Kentucky; and

WHEREAS, the City and County desire to provide resources and funding for any portion of the Terminal Project not funded by the FAA, the KDA, and other federal state, and local resources (the "Local Share"); and

WHEREAS, the City, County, and the Airport desire to enter into this Agreement in order to set forth and clearly understand what portion of the Local Share of the Terminal Project will be funded by the City and what portion of the Local Share of the Terminal Project will be funded by the County;

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 authorizes and approves an Interlocal Cooperation Agreement (the "Agreement") by and between the City of Paducah, Kentucky (the "City"), the County of McCracken County, Kentucky (the "County"), and

the Barkley Regional Airport Authority (the “Airport”) in substantially the same form attached hereto and made part hereof as **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 Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

SECTION 2. 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 3. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 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, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Interlocal Agree – Barkley Regional Airport Terminal Project 2021

Exhibit A
INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is made, entered into, and is effective on this the ____ day of _____, 2021, by and between the City of Paducah, Kentucky (the “City”), the County of McCracken County, Kentucky (the “County”), and the Barkley Regional Airport Authority (the “Airport”).

R E C I T A L S

WHEREAS, the Airport is a local air board established by the City and the County and duly organized and operating under the laws of the Commonwealth of Kentucky as set forth in KRS 183.132, *et seq.*;

WHEREAS, the Airport has, with the encouragement and support of the City and County, undertaken a project to construct a new terminal at the airport located at 2901 Fisher Road, West Paducah, Kentucky 42086 (the “Terminal Project”);

WHEREAS, the Terminal Project is estimated to cost Forty-Two Million Dollars (\$42,000,000.00) (the “Total Estimated Cost”);

WHEREAS, the Airport has received and obtained commitments from the Federal Aviation Administration (the “FAA”), the Kentucky Department of Aviation (“KDA”), and other federal, state, and local resources to provide funding for approximately eighty-seven percent (87%) of the Total Estimated Cost of the Terminal Project;

WHEREAS, the City and the County desire for the Airport to proceed with and complete the Terminal Project and recognize that doing so will be a benefit to Paducah, McCracken County, and western Kentucky;

WHEREAS, the City and County desire to provide resources and funding for any portion of the Terminal Project not funded by the FAA, the KDA, and other federal state, and local resources (the “Local Share”);

WHEREAS, the City, County, and the Airport desire to enter into this Agreement in order to set forth and clearly understand what portion of the Local Share of the Terminal Project will be funded by the City and what portion of the Local Share of the Terminal Project will be funded by the County;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Airport, the City, and the County agree as follows:

ARTICLE I: ESTIMATE OF LOCAL SHARE

1.1. As of the date of this Agreement, the Airport estimates that the Local Share of the Terminal Project will be Five Million Eight Hundred Thousand Dollars (\$5,800,000.00). A more precise estimate of the amount and value of the Local Share will be known by the Airport when

bids for certain packages of the Terminal Project are received and opened by the Airport. When bids are awarded, the Airport will complete and provide Exhibit A to this Agreement to the City and County in order to appraise them of the more precise total amount of the Local Share. A final Local Share in excess of Six Million Dollars (\$6,000,000.00) is subject to a full review of the Paducah City Commission and the McCracken County Fiscal Court.

1.2. The City and County acknowledge, understand, and agree that the total amount of the Local Share set forth in Article 1.1 is only an estimate and that the Local Share may be higher or lower than the estimate in Article 1.1. Regardless of whether the actual amount of the Local Share is higher or lower than the estimate in Article 1.1, the City and County are committed to and will provide the Airport with funding sufficient to cover the Local Share in accordance with the terms of this Agreement.

ARTICLE II: DIVISION OF LOCAL SHARE BETWEEN CITY AND COUNTY

2.1. Responsibility for paying the Local Share of the Terminal Project shall be split equally between the City and the County. That is, in accordance with the terms of this Agreement, the City and the County are each, individually, committing and agreeing to provide funds sufficient to cover fifty percent (50%) of the of the Local Share of the Terminal Project.

ARTICLE III: DISBURSEMENT OF THE LOCAL SHARE

3.1. Under the terms of this Agreement, neither the City nor the County are required to advance or provide the entire amount of the Local Share to the Airport at any one time or on a date certain. Rather, the City and the County are permitted and will disburse portions of their amount of the Local Share in accordance with this Article 3.

3.2. As the Airport proceeds with the Terminal Project and receives invoices and demands for payment for items on the Terminal Project that are to be paid for, funded, and covered by the Local Share, the Airport shall present those to the City and County for payment. For the City, the Airport shall present the invoices and items for payment for the Local Share to the Mayor and City Manager. For the County, the Airport shall present the invoices and items for payment from the Local Share to the County Judge Executive and the Deputy Judge Executive.

3.3. Within five (5) business days of receipt of an invoice or demand for payment from the Airport, the City and the County shall deposit their share of such invoice into an account designated by the Airport. Upon deposit of those funds, the Airport will be responsible for paying the invoice or demand for payment and the City and County will be relieved of any further obligation with respect to that invoice or demand for payment.

ARTICLE IV: PROVISION REQUIRED BY THE INTERLOCAL COOPERATION ACT

4.1. The Interlocal Cooperation Act, KRS 65.250, *et seq.* (the “Act”) requires this Agreement to contain certain specific provisions. The provision required by the Act are set forth in this Article 4.

4.2. The purpose of this Agreement is to allow the Airport to secure funding from the City and the County for the Local Share of the Terminal Project and to set forth the City and the County's obligations with respect to payment of the Local Share.

4.3. This Agreement shall remain in force and effect and its duration shall last until the Terminal Project is complete. This Agreement may not be terminated while the Terminal Project is ongoing.

4.4. The Executive Director of the Airport, or his designee, shall serve as the administrator of this Agreement and shall be responsible for the administration and oversight of the joint and cooperative undertaking of the City, County, and Airport set forth herein.

4.5. Any real or personal property acquired or disposed of by the Airport through use of funding or proceeds provided by the City or County under their portion of the Local Share shall be owned, titled, acquired, held, and/or disposed of by the Airport and in its name.

ARTICLE V: APPROVALS, AUTHORIZATIONS, AND NOTIFICATIONS REQUIRED PRIOR TO AGREEMENT BECOMING EFFECTIVE

5.1. Before this Agreement shall become effective, it shall be submitted to the Kentucky Department of Local Government for approval in accordance with KRS 65.260(3).

5.2. Before this Agreement shall become effective, the City shall submit it to the Paducah Board of Commissioners for approval. By entering into this Agreement, the City warrants and represents that it has obtained approval to do so from the Paducah Board of Commissioners.

5.3. Before this Agreement shall become effective, the County shall submit it to the McCracken County Fiscal Court for approval. By entering into this Agreement, the County warrants and represents that it has obtained approval to do so from the McCracken County Fiscal Court.

5.4. Before this Agreement shall become effective, the Airport shall submit it to the Barkley Regional Airport Authority Board for approval. By entering into this Agreement, the Airport warrants and represents that it has obtained approval to do so from the Barkley Regional Airport Authority Board.

5.5. In accordance and compliance with KRS 65.241, the Airport has provided notice of its intent to enter into this Agreement to the City and County, which are the governing bodies of the local governments which jointly established the Airport. By entering into this Agreement, the Airport, City, and County all acknowledge and agree that the notice requirements of KRS 65.241 have been met and complied with by the Airport.

ARTICLE VI: NON-LIABILITY OF OFFICES AND EMPLOYEES

6.1. No officer, board member, commissioner, or employee of the City, County, or Airport may be subjected to any personal liability for any debt or contract created by this Agreement or resulting from it.

ARTICLE VII: NATURE OF AGREEMENT AND FURTHER ASSURANCES

7.1. The City, County, and Airport agree to engage in a joint and cooperative undertaking within only the scope set out in this Agreement. They do not intend to create any relationship of surety or indemnification, nor responsibility for indebtedness, liabilities, or claims incurred by either the City, the County, or the Airport in their operations, other than as provided in this Agreement. Furthermore, the execution of this Agreement will not constitute a waiver of any defense or immunity to which the City, County, or Airport may otherwise be entitled under any applicable law.

7.2. The City, County, and Airport agree that they shall, at any time upon the request of another party, make, execute, and deliver or cause to be made, executed, and delivered to the requesting party any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of requesting party, be necessary or desirable in order to effect, complete, perfect, or otherwise to fulfill the obligations of the parties under this Agreement.

ARTICLE VIII: MISCELLANEOUS

8.1. This Agreement represents the entire agreement of the parties hereto, and all prior agreements, discussions, or understandings between the parties regarding the City and County's payment of the Local Share of the Terminal Project are hereby rescinded and shall be of no force or effect.

8.2. This Agreement may only be amended by a written document authorized, executed, and delivered by each of the parties hereto.

8.3. This Agreement shall be binding upon the parties hereto and upon their respective permitted successors, assignees, and transferees.

8.4. This Agreement may not be transferred or assigned to another unless written consent is obtained from all of the parties hereto.

8.5. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto any right, remedy or claim by reason of this Agreement or any term hereof, and all terms contained herein shall be for the sole and exclusive benefit of the parties hereto, their successors and permitted transferees or assignees.

8.6. Time is of the essence in carrying out the terms and conditions of this Agreement, and the parties agree to act expeditiously in doing so.

8.7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

8.8. Any legal action between the parties regarding this Agreement or the terms and rights contained herein shall be filed in the federal or state courts of McCracken County, Kentucky, and the parties waive any argument that such courts are an inconvenient forum.

8.9. If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances, shall be determined to be invalid or ineffective for any

reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8.10. The waiver by any party of a breach, default or violation of this Agreement shall not operate as or be constructed to be a waiver of any subsequent breach hereof.

8.11. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

[remainder of this page left intentionally blank]

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PADUCAH, KENTUCKY, Authorized
by Action of the City Commission on _____

Mayor

Date

Attest:

City Clerk

COUNTY OF MCCRACKEN, KENTUCKY,
Authorized by Action of the Fiscal Court of the County
on _____.

Judge Executive

Date

Attest:

Fiscal Court Clerk

**BARKLEY REGIONAL AIRPORT
AUTHORITY**, Authorized by Action of the
Barkley Regional Airport Authority Board on
_____.

Board Chair

Date

APPROVAL

Department of Local Government
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601
P: (800) 346-5606
F: (502) 227-8691

This Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky; therefore, it is approved this the _____ day of _____, 2021.

DEPARTMENT OF LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: August 24, 2021

Short Title: Conditional Use Text Amendment - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: This Zoning Text Amendment is to align the Conditional Use permitting process with KRS 100.211. Currently, Conditional Use petitions are referred to the Planning Commission first and then to the Board of Adjustment. However, this step is not required. By allowing conditional use petitions to go directly to the Board of Adjustment, a developer could save three weeks or more on their projects.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Staff Report - Conditional Uses
2. ORD 126-68 Conditional Uses
3. Signed Resolution



TEXT AMENDMENT PADUCAH PLANNING COMMISSION

CASE NO.	TXT2021-0039
TITLE	Conditional uses
SECTIONS	(a) Generally (b) Application and review procedure
DESCRIPTION	Text change to provide for: • Conditional uses to go directly to the Board of Adjustment pursuant to KRS 100.237

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission made a positive recommendation to the Board of Commissioners at the August 2, 2021 meeting.

CONSIDERATIONS

Section 126-68 pertains to how Conditional uses are processed. As currently written, Conditional uses are referred to the Planning Commission who may make a recommendation to the Board of Adjustment.

By removing the requirement for the recommendation to come to the Planning Commission first, the Paducah Zoning Ordinance will be in compliance with state law, specifically KRS 100.237, which gives the power to hear and decide conditional use permits to the Board of Adjustment.

This text change will also save petitioners approximately two to three weeks in application processing time.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec. 126-68. Conditional uses

- (a) *Generally.* Conditional uses are allowed only by specific approval of the Board of Adjustment (also referred to herein as "Board") and only in the zone in which they are listed; however, the following uses are permitted in all zones:
- (1) Public utility installations;
 - (2) Government buildings and uses; and
 - (3) Public and parochial schools.

(b) *Application and review procedure.*

- (1) Upon receipt of an application for a conditional use, the Board shall ~~send a copy thereof to the Commission for its information and review as to the effect of the conditional use upon the master plan and the Commission may present its recommendations thereon to the Board. The Board shall then~~ proceed with a hearing on the application in the manner prescribed in this ~~article~~ chapter.

Following the hearing, and upon an affirmative finding by the Board that:

- a. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
 - b. The conditional use is consistent with the spirit, purpose and intent of this chapter, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; ~~the Board shall grant the conditional use.~~
 - c. then the Board shall grant the conditional use.
- (2) The Board of Adjustment may approve or deny any application for a conditional use permit. If ~~it approves the issuance of~~ a conditional use permit is approved, the Board, it may attach conditions to the approval such as time limitations, requirements that one (1) or more things be done before construction can be initiated, or conditions of a continuing nature. Any such condition shall be recorded in the Board's minutes and on the conditional use permit, along with a reference to the specific section of this article or any other applicable ordinance of the City listing the conditional use under consideration.
 - (3) The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the Board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment in personam for such cost.
 - (4) The Approved conditional use permits ~~approved by the Board of Adjustment~~ shall be recorded at the expense of the applicant in the office of the County Court Clerk.
 - (5) Approval of a conditional use permit does not exempt the applicant from complying with all the requirements of building, housing and other codes and regulations of the City.
 - (6) In any case in which a conditional use permit has not been exercised within one (1) year from its date of issuance, such conditional use may ~~revert to its original zoning designation be revoked~~ following a public hearing held by the Board of Adjustment in accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or completed. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.

- (7) The enforcement officer shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement officer shall have the power to inspect the land or structure where the special conditional use is located in order to determine if the landowner is complying with all of the conditions ~~which are~~ listed on the conditional use permit.
- (8) If the landowner is not complying with all of the conditions listed on the conditional use permit, the enforcement officer shall report this fact in writing to the Chairperson of the Board of Adjustment. The report of the enforcement officer shall state specifically the manner in which the landowner or occupant is not complying with the conditions on the conditional use permit. A copy of this report shall be furnished to the landowner at the same time (as nearly as is possible) it is furnished to the Chairperson of the Board. The Board shall hold a hearing on the report within a reasonable time, and notice of the time and place of the hearing shall be furnished to the landowner and/or occupant at least one (1) week prior to the hearing.
- (9) If the Board of Adjustment finds that the facts alleged in the report of the enforcement officer are true, and that the landowner and/or occupant has taken no action to comply with the conditions (as originally placed on the permit) between the date of the report and the date of the hearing, the Board may authorize the administrative official to revoke the conditional use permit and take the necessary legal action to cause the termination of the activity ~~on the land~~ which the conditional use permit authorizes.
- (10) Once the Board of Adjustment has completed a conditional use permit and all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request by the applicant, may, ~~if the facts warrant,~~ make a determination that the conditions have been satisfied and enter the facts which indicate that the conditions have been satisfied and the conclusions in the margin of the copy of the conditional use permit which is on file with the County Court Clerk; thereafter the use in question, if it continues to meet the other requirements of this article, will be considered a permitted use.

STAFF RECOMMENDATION

Based on the above, staff recommends the Board of Commissioners accept the Paducah Planning Commission's positive recommendation and approve the text amendment of Section 126-68 *Conditional uses*.

ORDINANCE NO. 2021-____-_____

**AN ORDINANCE AMENDING CHAPTER 126
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO
CONDITIONAL USES**

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211; and

WHEREAS, a public hearing was held on August 2, 2021 by the Planning Commission after advertisement pursuant to law; and

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

WHEREAS, the Planning Commission adopted a proposal to change the text of Section 126-68 *Conditional Uses* of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect the changes.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 126-68 *Conditional Uses* of the Paducah Code of Ordinances as follows:

Sec. 126-68. Conditional uses

- (a) *Generally.* Conditional uses are allowed only by specific approval of the Board of Adjustment (also referred to herein as “Board”) and only in the zone in which they are listed; however, the following uses are permitted in all zones:
 - (1) Public utility installations;
 - (2) Government buildings and uses; and
 - (3) Public and parochial schools.
- (b) *Application and review procedure.*
 - (1) Upon receipt of an application for a conditional use, the Board shall [~~send a copy thereof to the Commission for its information and review as to the effect of the conditional use upon the master plan and the Commission may present its recommendations thereon to the Board. The Board shall then~~] proceed with a hearing on the application in the manner prescribed in this [~~article~~] chapter. Following the hearing; and upon an affirmative finding by the Board that:

- a. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
 - b. The conditional use is consistent with the spirit, purpose and intent of this chapter, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; ~~[the Board shall grant the conditional use.]~~
 - c. then the Board shall grant the conditional use.
- (2) The Board of Adjustment may approve or deny any application for a conditional use permit. If ~~[it approves the issuance of]~~ a conditional use permit is approved, the Board~~[, it]~~ may attach conditions to the approval such as time limitations, requirements that one (1) or more things be done before construction can be initiated; or conditions of a continuing nature. Any such condition shall be recorded in the Board's minutes and on the conditional use permit, along with a reference to the specific section of this article or any other applicable ordinance of the City listing the conditional use under consideration.
 - (3) The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the Board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment in personam for such cost.
 - (4) ~~[The]~~ Approved conditional use permits ~~[approved by the Board of Adjustment]~~ shall be recorded at the expense of the applicant in the office of the County Court Clerk.
 - (5) Approval of a conditional use permit does not exempt the applicant from complying with all the requirements of building, housing and other codes and regulations of the City.
 - (6) In any case in which a conditional use permit has not been exercised within one (1) year from its date of issuance, such conditional use may ~~[revert to its original zoning designation]~~ be revoked following a public hearing held by the Board of Adjustment in accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or completed. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.
 - (7) The enforcement officer shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement officer shall have the power to inspect the land or structure where the ~~[special]~~ conditional use is located in order to determine if the landowner is complying with all of the conditions ~~[which are]~~ listed on the conditional use permit.
 - (8) If the landowner is not complying with all of the conditions listed on the conditional use permit, the enforcement officer shall report this fact in writing to the Chairperson of the Board of Adjustment. The report of the enforcement officer shall state specifically the manner in which the landowner or occupant is not complying

with the conditions on the conditional use permit. A copy of this report shall be furnished to the landowner at the same time (as nearly as is possible) it is furnished to the Chairperson of the Board. The Board shall hold a hearing on the report within a reasonable time, and notice of the time and place of the hearing shall be furnished to the landowner and/or occupant at least one (1) week prior to the hearing.

- (9) If the Board of Adjustment finds that the facts alleged in the report of the enforcement officer are true, and that the landowner and/or occupant has taken no action to comply with the conditions (as originally placed on the permit) between the date of the report and the date of the hearing, the Board may authorize the administrative official to revoke the conditional use permit and take the necessary legal action to cause the termination of the activity [~~on the land~~] which the conditional use permit authorizes.
- (10) Once the Board of Adjustment has completed a conditional use permit and all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request by the applicant, may[, ~~if the facts warrant,~~] make a determination that the conditions have been satisfied and enter the facts which indicate that the conditions have been satisfied and the conclusions in the margin of the copy of the conditional use permit which is on file with the County Court Clerk; thereafter the use in question, if it continues to meet the other requirements of this article, will be considered a permitted use.

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, _____

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

ord\126-68 Conditional Uses

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-68 *CONDITIONAL USES* OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211, and

WHEREAS, a public hearing was held on August 2, 2021 by the 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 change the text of Section 126-68 *Conditional Uses* of the City of Paducah zoning ordinance.

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 revise the Paducah zoning ordinance as follows:

Sec. 126-68. Conditional uses

- (a) *Generally.* Conditional uses are allowed only by specific approval of the Board of Adjustment ~~(also referred to herein as "Board")~~ and only in the zone in which they are listed; however, the following uses are permitted in all zones:
- (1) Public utility installations;
 - (2) Government buildings and uses; and
 - (3) Public and parochial schools.
- (b) *Application and review procedure.*
- (1) Upon receipt of an application for a conditional use, the Board shall ~~send a copy thereof to the Commission for its information and review as to the effect of the conditional use upon the master plan and the Commission may present its recommendations thereon to the Board. The Board shall then~~ proceed with a hearing on the application in the manner prescribed in this ~~article~~ chapter.
Following the hearing, and upon an affirmative finding by the Board that:
 - a. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
 - b. The conditional use is consistent with the spirit, purpose and intent of this chapter, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; ~~the Board shall grant the conditional use.~~
 - c. then the Board shall grant the conditional use.
 - (2) The Board of Adjustment may approve or deny any application for a conditional use permit. If ~~it approves the issuance of~~ a conditional use permit is approved, the Board, it may attach conditions to the approval such as time limitations, requirements that one (1) or more things be done before construction can be initiated, or conditions of a continuing nature. Any such condition shall be recorded in the Board's minutes and on the conditional use permit, along with a reference to the specific section of this article or any other applicable ordinance of the City listing the conditional use under consideration.
 - (3) The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the Board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment in personam for such cost.
 - (4) ~~The Approved~~ conditional use permits ~~approved by the Board of Adjustment~~ shall be recorded at the expense of the applicant in the office of the County Court Clerk.
 - (5) Approval of a conditional use permit does not exempt the applicant from complying with all the requirements of building, housing and other codes and regulations of the City.
 - (6) In any case in which a conditional use permit has not been exercised within one (1) year from its date of issuance, such conditional use may ~~revert to its original zoning designation~~ be revoked following a public hearing held by the Board of Adjustment in

- accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or completed. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.
- (7) The enforcement officer shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement officer shall have the power to inspect the land or structure where the special conditional use is located in order to determine if the landowner is complying with all of the conditions ~~which are~~ listed on the conditional use permit.
 - (8) If the landowner is not complying with all of the conditions listed on the conditional use permit, the enforcement officer shall report this fact in writing to the Chairperson of the Board of Adjustment. The report of the enforcement officer shall state specifically the manner in which the landowner or occupant is not complying with the conditions on the conditional use permit. A copy of this report shall be furnished to the landowner at the same time (as nearly as is possible) it is furnished to the Chairperson of the Board. The Board shall hold a hearing on the report within a reasonable time, and notice of the time and place of the hearing shall be furnished to the landowner and/or occupant at least one (1) week prior to the hearing.
 - (9) If the Board of Adjustment finds that the facts alleged in the report of the enforcement officer are true, and that the landowner and/or occupant has taken no action to comply with the conditions (as originally placed on the permit) between the date of the report and the date of the hearing, the Board may authorize the administrative official to revoke the conditional use permit and take the necessary legal action to cause the termination of the activity ~~on the land~~ which the conditional use permit authorizes.
 - (10) Once the Board of Adjustment has completed a conditional use permit and all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request by the applicant, may, ~~if the facts warrant,~~ make a determination that the conditions have been satisfied and enter the facts which indicate that the conditions have been satisfied and the conclusions in the margin of the copy of the conditional use permit which is on file with the County Court Clerk; thereafter the use in question, if it continues to meet the other requirements of this article, will be considered a permitted use.

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.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on August 2, 2021