



**CITY COMMISSION MEETING  
AGENDA FOR MAY 16, 2017  
5:30 P.M.  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

*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.*

	<b>I. <u>CONSENT AGENDA:</u></b>
	<b>A. <u>MINUTES</u></b>
	<b>B. <u>APPOINTMENTS</u></b>
	1. Code Enforcement Board
	2. Civic Beautification Board
	3. Civil Service Board
	4. Industrial Development Authority
	<b>C. <u>MUNICIPAL ORDER(S)</u></b>
	1. Authorize KIA Grant Agreement Reallocation – <b>S. CHINO</b>
	2. Authorize Application for Floodwall Pump Station #2 Rehabilitation CDBG Grant – <b>R. MURPHY</b>
	3. Municipal Order Accepting Grant Award for the FY2017 Certified Local Government Program for National Trust for Historic Preservation Training - <b>A. SHULL</b>
	<b>II. <u>RESOLUTION</u></b>
	A. Veterans Day Parade Purpose

	<b>III.</b>	<b><u>COMMENTS</u></b>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	<b>IV.</b>	<b><u>EXECUTIVE SESSION</u></b>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, May 9, 2017, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

**INVOCATION**

Commissioner Abraham gave the invocation.

**PROCLAMATION**

Mayor Harless read a proclamation proclaiming May 7 through 13, 2017, as "Public Service Recognition Week."

**CONSENT AGENDA APPROVAL**

Mayor Harless asked the City Clerk to read the items on the consent agenda.

Consent Agenda:

- I(A) Minutes for the April 25 2017, City Commission Meeting
- I(B)(1) Receive and File documents
- I(C)(1) Personnel Actions as recommended by the City Manager
- I(C)(2) A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE APPLICATION OF THE 2017 COMPETITIVE GRANT FROM THE KENTUCKY 9-1-1 SERVICES BOARD TO REPLACE AND UPGRADE COMMUNICATIONS EQUIPMENT AT THE ALLIE MORGAN E-9-1-1 CENTER (M.O.#1965; BK 10)

Motion was made by Commissioner Rhodes, seconded by Commissioner Holland, to approve the items on the Consent Agenda as presented.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

**ORDINANCES -- ADOPTION**

**AUTHORIZING THE CITY TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR THE OHIO RIVER SHORELINE RECONSTRUCTION PROJECT**

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROJECT PARTNERSHIP AGREEMENT (PPA) BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF PADUCAH FOR THE CONSTRUCTION OF THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY, RECONSTRUCTION PROJECT; AND TO AUTHORIZE THE FINANCE DIRECTOR TO PROVIDE THE NON-FEDERAL SPONSOR'S 5% CASH OBLIGATIONS TO THE U.S. ARMY CORPS OF ENGINEERS AS FEDERAL LEGISLATION/APPROPRIATIONS ARE AWARDED." This Ordinance is summarized as follows: In this Ordinance the City is authorizing the Mayor to execute a Project Partnership Agreement between the Department of the Army, represented by the District Engineer, United States Army Engineer District, Louisville and the City of Paducah, Kentucky, for construction of the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project. Further, the City authorizes the Finance Director to provide the Non-Federal Sponsor's 5% cash obligations to the U.S. Army Corps of Engineers as Federal Legislation/Appropriations are awarded.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-5-8484; BK 35

**REZONING OF 4231 PECAN DRIVE FROM R-1 TO R-4**

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 4231 PECAN DRIVE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO R-4 (HIGH DENSITY RESIDENTIAL ZONE)." This

Ordinance is summarized as follows: Rezone property located at 4231 Pecan Drive, from R-1 (Low Density Residential Zone) to R-4 (High Density Residential Zone), and amending the Paducah Zoning Ordinance to effect such rezoning.

Before the Mayor called for the vote she allowed Steve Hunt, Alan Mills and Jane Gamble to comment on the rezoning issue. All three are in opposition to the rezoning mainly because they think commercial development of the property will cause more traffic, noise and flooding issues for residents in the neighborhood.

Jason Goins, engineer for SiteWorks (engineering firm representing developer) clarified that the building to be constructed is a 77,000 sq ft, one story building. At some time during discussions someone had mentioned that the building was going to be three stories high. He thanked the Board for their hard work in researching potential ways to make the project acceptable to everyone.

The Board gave explanations for their vote. Then the Mayor asked the clerk to call the roll for the vote.

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson, and Mayor Harless (4). Commissioner Abraham voted no (1). ORD.#2017-5-8485; BK 35

#### **ORDINANCE ESTABLISHING GUIDELINES FOR FOOD TRUCKS**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE CREATING CHAPTER 126, ARTICLE III, SECTION 126-88, "MOBILE FOOD VEHICLES," TO THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: The City hereby creates a new section, 126-88, Mobile Food Vehicles in Chapter 126, Zoning, Article III, in the Code of Ordinances to allow Mobile Food Vehicles to operate under specific guidelines.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson, and Mayor Harless (5). ORD.#2017-5-8486; BK 35

#### **COMMENTS**

##### **COMMENTS FROM THE CITY MANAGER**

Strand Associates (consultants to prepare the stormwater masterplan) arrived in town today. The citizens stormwater advisory committee and technical advisory group will meet tomorrow. The technical advisory group members are Doug Moore, John Hodges, Eric Hickman and Rick Murphy.

##### **COMMENTS FROM THE AUDIENCE**

Ron Ward, citizen, suggested the City start a mural bench program for the riverfront park. The benches could be constructed and painted by the Paducah School of Art and Design.

#### **ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Holland, that the meeting be adjourned at approximately 6:16 p.m. All in favor. Motion carried.

**ADOPTED:** May 16, 2017

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City Clerk

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Mayor

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment

Joint Appointment    **NAME:** Beverly McKinley

Joint Reappointment

**NAME OF BOARD OR COMMISSION:** \_\_\_\_\_

Code Enforcement Board

**DATE TO BE PLACED ON AGENDA:** May 16, 2017

**EXPIRATION OF TERM DATE:** February 26, 2020

**APPOINTEE'S HOME ADDRESS:**

**Street:** 117 North 2nd Street; Unit 205

**City/Zip:** Paducah, KY 42001

**Phone:** (270) 556-3094

**Email Address:** phplaza@vci.net

**Appointee's Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**TO REPLACE ON BOARD:** \_\_\_\_\_

Thank you

Resigned

Term Expired

Other (explain)

**ADDRESS:** \_\_\_\_\_

**City/Zip:** \_\_\_\_\_

**Appointee Confirmation:** Date: \_\_\_\_\_ By: \_\_\_\_\_

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tammara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**

\_\_\_\_\_

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

Appointment

Reappointment

Joint Appointment    **NAME:** Rachael King

Joint Reappointment

**NAME OF BOARD OR COMMISSION:** \_\_\_\_\_

Civic Beautification Board

**DATE TO BE PLACED ON AGENDA:** May 16, 2017

**EXPIRATION OF TERM DATE:** July 1, 2021

**APPOINTEE'S HOME ADDRESS:**

**Street:** 3840 Cleary Drive

**City/Zip:** Paducah, KY 42001

**Phone:** Cell: (270) 559-7885

**Email Address:** rachael.king@cancer.org

**Appointee's Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**TO REPLACE ON BOARD:** \_\_\_\_\_

Thank you

Resigned

**ADDRESS:** \_\_\_\_\_

Term Expired

Other (explain)

**City/Zip:** \_\_\_\_\_

**Appointee Confirmation:** Date: May 2017 By: Debbie Long

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tammara S. Sanderson, City Clerk

Cc: file

**BOARD CHAIRMAN:**

\_\_\_\_\_

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

Appointment  
 Reappointment  
 Joint Appointment    **NAME:** Jennifer Tritle  
 Joint Reappointment  
**NAME OF BOARD OR COMMISSION:** \_\_\_\_\_

Civic Beautification Board

**DATE TO BE PLACED ON AGENDA:** May 16, 2017

**EXPIRATION OF TERM DATE:** July 1, 2021

**APPOINTEE'S HOME ADDRESS:**

**Street:** 4111 Hillcrest Avenue  
**City/Zip:** Paducah, KY 42001  
**Phone:** Cell: (270) 519-5820  
**Email Address:** jennifer.n.tritle@gmail.com

**Appointee's Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**City/Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**TO REPLACE ON BOARD:** \_\_\_\_\_

Thank you  
 Resigned    **ADDRESS:** \_\_\_\_\_  
 Term Expired  
 Other (explain)    **City/Zip:** \_\_\_\_\_

**Appointee Confirmation:** Date: May 2017 By: Debbie Long

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tammara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**  
\_\_\_\_\_

**CITY OF PADUCAH  
CIVIC BEAUTIFICATION BOARD  
APPLICATION FOR MEMBERSHIP**

**NAME** Rachael King

**ADDRESS** 3840 Cleary Drive  
Paducah, KY 42001

**PHONE** 270-559-7885

**EMAIL** rachael.king@cancer.org

**NUMBER OF YEARS IN PADUCAH/MCCRACKEN (MINIMUM OF 2 YEARS)** over 15

**PROPOSED BY** Trish Hines

**Why would this person be an asset to the Board? (Educational background, civic organizations, hobbies, etc.)**

Rachael responded to an invitation sent by CBB to the Paducah garden clubs asking for people who might be interested in becoming a member of our board. She works for the American Cancer Society and is a member of Four Seasons Garden Club. Rachael helped extensively with this year's Dogwood Trail Art & Photography contest. She has excellent communication and P.R. skills. Rachael would be a wonderful addition to the Civic Beautification Board.

**Members of the Civic Beautification Board must take an active personal interest. They must be willing and able to serve on committees, and take part in all Beautification Board projects and activities. Members must attend all regularly scheduled meetings. Only a valid excuse will be accepted.**

**CITY OF PADUCAH  
CIVIC BEAUTIFICATION BOARD  
APPLICATION FOR MEMBERSHIP**

**NAME** Jennifer Tritle

**ADDRESS** 4111 Hillcrest Ave.  
Paducah, KY 42001

**PHONE** 270-519-5820

**EMAIL** jennifer.n.tritle@gmail.com

**NUMBER OF YEARS IN PADUCAH/MCCRACKEN (MINIMUM OF 2 YEARS)** lifelong resident

**PROPOSED BY** Dabney Haugh

**Why would this person be an asset to the Board? (Educational background, civic organizations, hobbies, etc.)**

Jennifer grew up in Paducah, her maiden name is Colgan, and is a graduate of St. Mary High School. She has 2 children who keep her busy, but she's ready to be involved in the community she loves. Jennifer is young, energetic, computer and social media savvy. She would definitely be an asset to the Civic Beautification Board.

**Members of the Civic Beautification Board must take an active personal interest. They must be willing and able to serve on committees, and take part in all Beautification Board projects and activities. Members must attend all regularly scheduled meetings. Only a valid excuse will be accepted.**

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

Appointment  
 Reappointment  
 Joint Appointment    **NAME:** Earlie Fugate  
 Joint Reappointment  
**NAME OF BOARD OR COMMISSION:** Civil Service Commission  
**DATE TO BE PLACED ON AGENDA:** MAY 16, 2017  
**EXPIRATION OF TERM DATE:** MAY 16, 2020

**APPOINTEE'S HOME ADDRESS:**

**Street:** 945 Martin Luther King Drive  
**City/Zip:** Paducah, KY 42001  
**Phone:** 270-210-8897  
**Email Address:** fed945@aol.com

**Appointee's Business Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**TO REPLACE ON BOARD:** David Sorrells  
**ADDRESS:** 115 Greyhound Circle  
**City/Zip:** Paducah, KY 42001

- Thank you
- Resigned
- Term Expired
- Other (explain)

**Appointee Confirmation:** Date: May 2017 By: Brandi Harless

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tammara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**  
\_\_\_\_\_

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment

Joint Appointment    **NAME:** William Robert Johnston

Joint Reappointment  
**NAME OF BOARD OR COMMISSION:** \_\_\_\_\_

Paducah-McCracken County Industrial Development Authority (IDA)

**DATE TO BE PLACED ON AGENDA:** May 16, 2017

**EXPIRATION OF TERM DATE:** March 25, 2021

**APPOINTEE'S HOME ADDRESS:**

**Street:** 333 North 7th Apt. 1-B

**City/Zip:** Paducah, KY 42001

**Phone:** (270) 559-5253

**Email Address:** bobj31@comcast.net

**Appointee's Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**TO REPLACE ON BOARD:** \_\_\_\_\_

Thank you

Resigned

Term Expired

Other (explain)

**ADDRESS:** \_\_\_\_\_

**City/Zip:** \_\_\_\_\_

**Appointee Confirmation:** Date: May 2017 By: Brandi Harless

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tammara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**

\_\_\_\_\_

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 16 May 2017

**Short Title:** KENTUCKY INFRASTRUCTURE AUTHORITY (KIA) - REAUTHORIZATION AND REALLOCATION OF HB303

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:**        Sheryl Chino; Jason Petersen

**Presentation By:**     Sheryl Chino

**Background Information:**    The Kentucky Infrastructure Authority (KIA) grant reallocations for FY2016-2018 were approved by the 21016 Kentucky General Assembly in House Bill 303. The reallocations stem from unused previously awarded grant funds to Paducah Water through House Bill 380 in 2006. The amount of funding available is \$7,249.85. Paducah Water is requesting the reallocation of funds to the Shemwell Lane water line project to pay down debt associated with the construction of this project.

KIA is requiring the execution of a Memorandum of Agreement (MOA) with the City of Paducah; as well as, the execution of a sub-recipient resolution between Paducah Water and the City of Paducah. Attached is draft copy of the MOA and the sub-recipient resolution.

**Goal:**     Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

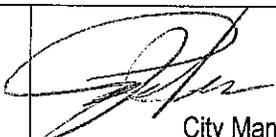
**Funds Available:**

Account Name:  
Account Number:  
Project Number:  
CFDA:

Finance
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**Staff Recommendation:** Authorize and direct the mayor to execute all grant related documents.

**Attachments:**    Memorandum of Agreement and Sub-recipient Resolution

Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER OF THE CITY OF PADUCAH ACCEPTING THE GRANT, APPROVING A GRANT AGREEMENT AND A GRANT ASSIGNMENT AND ASSUMPTION AGREEMENT, AND AUTHORIZING THE MAYOR TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky Infrastructure Authority (the "Authority") has granted funds for infrastructure projects for the betterment of the Commonwealth; and

WHEREAS, the City of Paducah (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the "Project"); and

WHEREAS, the City has previously determined and does hereby confirm that it is in the public interest that the Project be acquired and constructed by the Paducah Water Works (the "Assignee"); and

WHEREAS, the City desires funding from the Kentucky Infrastructure Authority for the purpose of acquisition and construction of the Project.

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

SECTION 1. That the City of Paducah hereby accepts the grant award and approves the Grant Agreement between the City and Kentucky Infrastructure Authority substantially in the form on file with the City for the purpose of providing a portion of the necessary financing for the acquisition and construction of the Project.

SECTION 2. That the City hereby approves the Grant Assignment and Assumption Agreement between the City and Paducah Water Works substantially in the form on file with the City for the purpose of providing for the acquisition and construction of the Project.

SECTION 3. That the Mayor is hereby authorized, directed and empowered by the City to execute the Grant Agreement, the Grant Assignment and Assumption Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the City in implementing the Project.

SECTION 4. That this Municipal Order shall take effect at the earliest time provided by law.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

KENTUCKY INFRASTRUCTURE AUTHORITY

2016 GENERAL ASSEMBLY  
HOUSE BILL 303  
(REAUTHORIZATION REALLOCATION)

GRANT MEMORANDUM OF AGREEMENT

ORIGINAL WRIS NUMBER: WX21145022  
ORIGINAL GRANT ID #: 414N-2007  
NEW WRIS NUMBER: WX21145085  
NEW GRANT ID #: 16N-2017  
GRANT AMOUNT: \$7,249.85  
GRANTEE: CITY OF PADUCAH  
ASSIGNEE: PADUCAH WATER WORKS

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Infrastructure Authority ("the Authority") and City of Paducah ("the Recipient") to establish an agreement for a HB303 Water or Sewer project. The initial MOA is effective on the date of approval of the Legislative Research Commission Government Contract Review Committee through 06/30/2018.

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, the 2016 General Assembly included in the Commonwealth's 2016-2018 biennial Budget Reauthorization and Reallocation for the Grantee's infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the requested Project and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to

be consistent with the Area Water Management Plan where applicable; and WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

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

**Scope of Services:**

**OBLIGATIONS OF THE AUTHORITY**

The Authority covenants and agrees, conditioned upon the timely performance by the Recipient of its obligations herein, to undertake the following obligations:

- A. The Authority shall, subject to the availability of appropriate funds, disburse those funds to the Recipient.
- B. The Authority may, but is not required to, make periodic inspections of the Project and may send inspection reports to the Recipient. Deficiencies identified in an inspection report shall be corrected by the Recipient and their correction reported in writing to the Authority within two weeks of receipt of the inspection report.
- C. The Authority shall cooperate fully with the Recipient in order to facilitate the obligations set out in this memorandum.
- D. The Authority shall close out the Project upon satisfactory completion of the Project by the Recipient in accordance with the terms and conditions of this MOA and submission of an acceptable project completion report in the form prescribed by the Authority.

**OBLIGATIONS OF THE RECIPIENT**

The Recipient covenants and agrees to undertake the following obligations:

- A. The Recipient shall, before any funds are released, sign and submit the MOA and complete and include the following attachments which are incorporated herein and made a part hereof:
  - a. Before the Project is bid, the Recipient shall complete and submit to the Authority the following:
    - i. Project profile and estimated project budget, as an accurate description and cost estimate of the proposed project.
    - ii. Original copy of the Recipient's resolution accepting the MOA, amending its budget to allow for receipt and expenditures of these funds, authorizing a designated individual to execute the MOA and all other

documentation related to the Project.

- b. After the Project is bid, the Recipient shall complete and submit to the Authority a revised Project Profile and Project Budget based on Project bids.
- B. The Recipient may request funds after completion of Attachments A and B by executing a Request for Payment and Project Status Report as provided by the Authority and attaching appropriate documentation, including, but not limited to, invoices and receipts.
- C. The Recipient agrees to adopt and use the Kentucky Uniform System of Accounting and Cost-Based Rates (KUSoA) and assure that rates and charges for service are based upon the cost of providing such service, if applicable to the Project. These rates and charges shall be in place no later than within 12 months of the end of the Recipient's current fiscal year.
- D. The Recipient shall receive Project funds via Electronic Fund Transfer (EFT) as identified on the Grant Designation Information Form.
- E. The Recipient shall perform and/or cause to be performed all necessary acts to plan, design and construct the Project including, but not limited to: the procurement of land, easements and rights of way; professional services; and equipment and/or materials.
- F. The Recipient shall obtain all necessary permits, licenses and approvals from the appropriate federal, state and/or local governmental entities prior to construction of the Project. Further, the Recipient shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
- G. The Recipient shall comply with all applicable federal and state statutes, executive orders, regulatory requirements and policies relating to the planning and construction of the Project.
- H. The Recipient shall provide to the Authority access to all records related to the Project for review in determining compliance with the MOA and all applicable laws and regulations. The Recipient shall retain all records, including all invoices, relating to the Project for three years after full execution of the Certificate of Completion.
- I. The Recipient shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this MOA.
- J. 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 Recipient.
- K. The Recipient will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Recipient and as approved by the appropriate

state and federal agencies.

- L. The Recipient agrees that throughout the reasonable life of the infrastructure facilities developed under this Project it will retain ownership of, operate and maintain these facilities and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.
- M. The Recipient agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.
- N. The Recipient shall, within 3 months of initiation of construction of the Project, submit to the Authority, a digital copy (pdf) of the record drawings of the project.
- O. No project shall be considered closed out until the Authority has received and approved, the Recipient's Certificate of Completion.

### **MUTUALITY OF OBLIGATIONS**

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 any party 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 it unless the fulfillment of such obligation is waived or modified by written MOA of the parties.

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

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 and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

### **MISCELLANEOUS PROVISIONS**

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.

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.

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.

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

Time is of the essence in the performance of each of the terms and conditions of this MOA.

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 Authority: Kentucky Infrastructure Authority

If to the Recipient: City of Paducah

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

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

Duly executed copies of Attachments A and B submitted pursuant to paragraphs 3(A)(1)(a) and (b) shall be incorporated into this MOA as though set forth fully herein. These incorporated attachments shall not be amended except pursuant to section 5(D).

**Funding Amount:**

The Project as outlined in HB303 is to be funded in an amount not to exceed \$7,249.85.

**Cancellation clause:**

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

**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 days written notice of termination of the agreement due to lack of available funding.

**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 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.

**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(8) and (10), 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).

**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.

**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 the state sales and use tax, corporate and utility 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 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.

**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:

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 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.

**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.

**State Budget Director:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Grantee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Commissioner of DLG:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

## **ATTACHMENTS TO MEMORANDUM OF AGREEMENT**

- 1 Project Profile and Estimated Project Budget
- 2 Resolution/Certificate
- 3 Request for Payment and Project Status Report
- 4 Certificate of Completion

**NOTE:** All projects receiving these funds must be submitted to the State Clearinghouse for review and comment. A copy of the clearinghouse letter of endorsement must be submitted as part of this MOA.

**RESOLUTION OF PADUCAH WATER WORKS  
WRIS ID# WX21145085  
PROJECT ID 16N-2017**

**RESOLUTION OF THE PADUCAH WATER WORKS (ASSIGNEE) ACCEPTING  
ASSIGNMENT OF THE GRANT FROM THE CITY OF PADUCAH (GRANTEE),  
AUTHORIZAING AMENDMENT OF THE LOCAL BUDGET, AND AUTHORIZING A  
RESPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky Infrastructure Authority (the "Authority") has granted funds for infrastructure projects for the betterment of the Commonwealth; and

WHEREAS, the Paducah Water Works (the "Assignee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Assignee's utility system (the "Project"); and

WHEREAS, the Assignee desires to utilize funding from the Authority, originally designated for the City of Paducah (the "Grantee"), for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED by the \_\_\_\_\_ of the \_\_\_\_\_ as follows:

SECTION 1. That the Assignee hereby accepts assignment of the grant award and assumes responsibility for carrying out the terms of the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee, in order to receive that portion of the necessary financing to the Assignee for the acquisition and construction of the Project.

SECTION 2. That \_\_\_\_\_ is hereby authorized, directed and empowered by the Assignee to execute the Agreement and all other necessary documents or agreements and to otherwise act on behalf of the Assignee to implement the Project.

SECTION 3. That the Assignee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, (Representative)

Title \_\_\_\_\_

**PADUCAH WATER WORKS CERTIFICATE**

I, the undersigned, hereby certify that I am the duly qualified and acting \_\_\_\_\_ of the \_\_\_\_\_; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Assignee at a meeting duly held on \_\_\_\_\_, 20\_\_; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Secretary/Clerk/Recording Officer

**RESOLUTION OF CITY OF PADUCAH  
WRIS ID# WX21145085  
PROJECT ID 16N-2017**

**RESOLUTION OF CITY OF PADUCAH (GRANTEE) ACCEPTING THE GRANT,  
APPROVING A GRANT AGREEMENT AND A GRANT ASSIGNMENT AND  
ASSUMPTION AGREEMENT, AND AUTHORIZING A REPRESENTATIVE TO SIGN  
ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky Infrastructure Authority (the "Authority") has granted funds for infrastructure projects for the betterment of the Commonwealth; and

WHEREAS, the City of Paducah (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the "Project"); and

WHEREAS, the Grantee has previously determined and does hereby confirm that it is in the public interest that the Project be acquired and constructed by the Paducah Water Works (the "Assignee"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the Grantee hereby accepts the grant award and approves the Grant Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing for the acquisition and construction of the Project.

SECTION 2. That the Grantee hereby approves the Grant Assignment and Assumption Agreement between the Grantee and the Assignee substantially in the form on file with the Grantee for the purpose of providing for the acquisition and construction of the Project.

SECTION 3. That \_\_\_\_\_ is hereby authorized, directed and empowered by the Grantee to execute the Grant Agreement, the Grant Assignment and Assumption Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee in implementing the Project.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, (Representative)

Title: \_\_\_\_\_

**CITY OF PADUCAH CERTIFICATE**

I, the undersigned, hereby certify that I am the duly qualified and acting \_\_\_\_\_ of the \_\_\_\_\_; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on \_\_\_\_\_, 201\_\_; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Secretary/Clerk/Recording Officer

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 16 May 2017

**Short Title:** FLOODWALL PUMP STATION #2 REHABILITATION – CDBG GRANT

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:** Rick Murphy, Sheryl Chino

**Presentation By:** Rick Murphy

**Background Information:** The Department for Local Government (DLG) has received for the 2016 Funding Cycle \$22,519,635 from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities.

The CDBG program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- benefit to low and moderate income persons;
- prevention or elimination of slums or blight; and,
- meeting particularly urgent community development needs.

The Engineering Department is proposing to submit a CDBG application through the public facilities program area to rehabilitate Pump Station #2 at the floodwall. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; installation of a manual transfer switch; installation of a fused disconnect switch; replacement of motor gate actuators and controls; and, various appurtenances.

The total preliminary project cost is estimated to be \$5,105,000, which includes construction, engineering, and advertising costs. The city is applying for the maximum grant amount of \$1,000,000. The city received \$400,000 for this project from the Delta Regional Authority's Community Infrastructure Fund in December 2016. The balance will be provided from funds that were appropriated for this project in the current city budget following presentation and approval of the project in that budget proposal.

**Goal:**  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

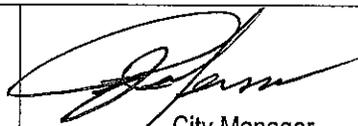
**Funds Available:**

Account Name:  
Account Number:  
Project Number:  
CFDA:

Finance

**Staff Recommendation:** Authorize and direct the mayor to execute all grant related documents.

**Attachments:** None

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2017 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$1,000,000 FROM THE OFFICE OF THE GOVERNOR, DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant from the Office of the Governor, Department for Local Government in the amount of \$1,000,000 for the Floodwall Pump Station #2 Rehabilitation Project. The total preliminary project cost is estimated to be \$5,105,000 which includes construction, engineering and advertising costs.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, May 16, 2017

Recorded by Tammara S. Sanderson, City Clerk, May 16, 2017

\mo\grants\cdbg-floodwall pump station 2 rehab 2017

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 16 May 2017

Short Title: FY2017 Certified Local Government Program competitive matching grant receipt

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Adam Shull, Steve Ervin, Melinda Winchester  
Presentation By: Adam Shull

Background Information:

Local governments certified under the Certified Local Government (CLG) Program are eligible to compete for annual CLG grant funds. As a certified local government, the City of Paducah applied for the FY2017 Certified Local Government Program competitive matching grant, and the proposal was awarded. Grant funds of \$6,219.84 were awarded for professional development training under the grant's Preservation Education category so that the five members of the Historic & Architectural Review Commission (HARC) can meet state requirements for professional training. HARC members will travel to the 2017 Past Forward Conference in Chicago on Nov. 14-17. Planning professionals and commissioners are required by HB55 to obtain hours of continuing education, and educational sessions from the National Trust for Historic Preservation qualify as state-approved continuing education. The National Trust for Historic Preservation hosts the Past Forward conference that is considered a premier educational event for historic preservation professionals. The matching requirement is 40% by the applicant, which is \$4,146.56 of the total \$10,366.40 project cost in our proposal. Grant funds will cover the other 60% (\$6,219.84). The matching funds will come from the Planning Department's FY2018 travel budget (001-1202-513-3801).

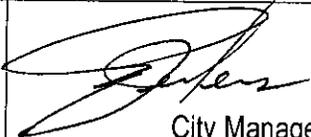
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:      Account Name:  
                                 Account Number:  
                                 Project Number:

Finance
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Staff Recommendation: Authorize and direct the Mayor to execute all required grant agreement documents.

Attachments: None

Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY HERITAGE COUNCIL/STATE HISTORIC PRESERVATION OFFICE AND NATIONAL PARK SERVICE TO BE USED FOR PROFESSIONAL DEVELOPMENT TRAINING REQUIRED FOR THE HISTORIC & ARCHITECTURAL REVIEW COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE SAID GRANT AGREEMENT AND ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah applied for a matching grant through the Kentucky Heritage Council, adopted by Municipal Order No. 1949 on February 7, 2017, to be used for for the Historic & Architectural Review Commission to attend the 2017 Past Forward Conference for professional development training to meet state requirements.

WHEREAS, the Kentucky Heritage Council has approved the application and is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$6,219.84 from the Kentucky Heritage Council/State Historic Preservation Office and National Park Service for a Certified Local Government Program Grant to be used for professional development training for the Historical and Architectural Review Commission. Required matching funds of \$4,146.56 will come from the Planning Department's FY2018 travel budget.

SECTION 2. That the Mayor is hereby authorized to execute an Agreement, and all documents relating to same, with the Kentucky Heritage Council to obtain said grant in the amount of \$6,219.84 as accepted in Section 1 above.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, May 16, 2017  
Recorded by Tammara S. Sanderson, City Clerk, May 16, 2017  
\\no\grants\award-ky heritage council 2017 CLG funds

RESOLUTION

A RESOLUTION AFFIRMING AND ACCEPTING THE POSITION OF THE PADUCAH VETERANS DAY COMMITTEE THAT PARTICIPANTS IN THE VETERANS DAY PARADE BE LIMITED TO THOSE THAT REPRESENT THE FLAG OF THE UNITED STATES AND THE VETERANS OF THE UNITED STATES ARMED FORCES.

WHEREAS, in 1996 then Mayor Albert Jones formed the Paducah Veterans for the purpose of recognizing Veterans of the United States Armed Forces; AND

WHEREAS, the Veterans Day Parade has run continuously since then under the direction of the City of Paducah Parks Services Department; AND

WHEREAS, the Veterans Day Committee has on April 20<sup>th</sup> of 2017 reaffirmed its statement of purpose for the parade to limit participation to only those groups who represent Veterans of the United States Armed Forces under the Flag of the United States.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Paducah to accept and abide by the Resolution of the Veterans Day Committee to limit participation in the Veterans Day Parade to groups or individuals who represent, support and honor Veterans of the United States Armed Forces.

This Resolution shall be in full force and effect from and after its adoption.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, May 16, 2017

Recorded by Tammara S. Sanderson, May 16, 2017

\\resoln\Veterans Day Parade

DRAFT

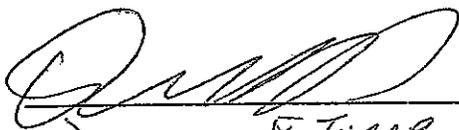
A resolution of the City of Paducah

Veterans Day Committee

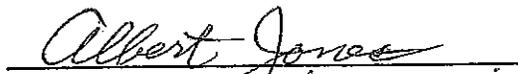
The City of Paducah Veterans Day Committee was established in 1996 by Mayor Albert Jones to assist in restarting and maintaining the Veterans Day Parade in an effort to support and honor Veterans of the United States Armed Forces and to educate future generations of Paducah's citizens regarding the sacrifices of the Veterans of the United States Armed Forces.

Be it resolved that the above is the total purpose of the City of Paducah Veterans Day Committee. Thus no other group under any other flag shall be represented that does not honor and support Veterans of the United States Armed Forces.

Approved this day, 4/20/17.



DARRELL E THARP USMC(RET) MARINE CORPS LEAGUE  
Signature authorized by The City of Paducah Veterans Day Committee



Witness

