



**CITY COMMISSION MEETING  
AGENDA FOR AUGUST 13, 2019  
5:30 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** Nathan Joyce - Heartland Worship Center

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**EMPLOYEE INTRODUCTION** Business Development Specialist Kathryn Byers

**PRESENTATION** Partake in Paducah Economic Development Efforts - Jonas Neihoff

*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.</b>	<b><u>CONSENT AGENDA</u></b>
		A. Approve Minutes for July 23, 2019
		B. Receive & File Documents
		C. Reappoint Edward Narozniak to the Municipal Housing Commission
		D. Personnel Actions
		E. Acceptance of a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health's Center Point Recovery Center - <b>M TOWNSEND</b>
		F. KDLA Local Records Grant Program Application and Acceptance for the City Clerk's office - <b>L PARISH</b>
		G. 2019-2020 Edward Byrne Memorial Justice Accountability Grant (JAG) Application and Acceptance in the amount of \$11,280 - <b>B LAIRD</b>
		H. KDLA Local Records Grant Program Application and Acceptance for the Paducah Police Department - <b>B LAIRD</b>
		I. Authorize Matching Funds in an amount of \$50,000 for Sprocket, Inc. for the RISE Program - <b>J ARNDT</b>

	<b>II.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>
		A. Repeal Code of Ordinances Chapter 78 Personnel Section 5 Grievances - <b>M SMOLEN</b>
	<b>III.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>
		A. Approve JSA Easement between Hansen Road and Pecan Drive - <b>JOHN HODGES</b>
		B. Amend Code of Ordinances Section 2-315 to Lower the Age Qualification For Firefighters - <b>S KYLE</b>
		C. Change Orders #6 & #7: City Hall Phase I Improvement Construction Project in the amount of \$5,686.00 - <b>R MURPHY</b>
		D. Authorize an Interlocal Agreement with McCracken County, the Paducah Convention and Visitors Bureau, the Julian Carroll Convention Center, and the McCracken County Tourism Sports Commission - <b>J ARNDT</b>
		E. Accept the Assets and Appointing Authority of the Paducah-McCracken County Tourist and Convention Commission and Amend Paducah Code of Ordinances Sections 2-441 & 2-445 - <b>J ARNDT</b>
		F. Establish the City of Paducah Transient Room Tax - <b>J ARNDT</b>
	<b>IV.</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>V.</b>	<b><u>EXECUTIVE SESSION</u></b>

July 23, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 23, 2019, 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, McElroy, Watkins, Wilson and Mayor Harless (5).

### **INVOCATION**

Hassan Ali with the Islamic Center of Paducah gave the invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

### **PRESENTATION(S)**

#### **VETERANS DAY CELEBRATION**

The following summary is provided by Public Information Officer Pam Spencer.

*Bill Evans who serves the community as the general manager of WPSD Local 6 and publisher at the Paducah Sun presented to the Paducah Board of Commissioners an overview of a new event being planned for the community to celebrate Veterans Day. Over the past few months, representatives from several organizations have been meeting to plan the event, American Hero Veterans Day Celebration. The organizations include WPSD, Paducah Sun, City of Paducah, McCracken County, Paducah-McCracken County Convention & Expo Center, 101<sup>st</sup> Airborne Sustainable Brigade, Milner & Orr, DAV, VVA, DAR, VFW. Evans said, "We are wanting to capture again the sense of pride in Paducah, McCracken County, and the surrounding areas following when the Wall that Heals came to Paducah."*

*The group has determined several goals for the event:*

- *Recognize & honor veterans from all age groups and experiences;*
- *Facilitate conversations between veterans and the community;*
- *Create a welcoming environment;*
- *Celebrate and tell stories;*
- *Create a family-friendly experience;*
- *Provide a meaningful event for schools; and*
- *Provide resource information for veterans.*

*Activities being discussed include a sunrise service, a breakfast for veterans, awards ceremony, annual Veterans Day Parade, programming for middle and high school students, and a concert. Most of the events will be held at the Expo Center. Evans also explained that many ideas are being explored including a thank you card station, singing from school choir groups, a keepsake section to be included in the Paducah Sun, flags for all attendees, and a Wall of Names for families to post names of veterans in their families.*

#### **PADUCAH SMALL URBAN AREA STUDY**

The following summary is provided by Public Information Officer Pam Spencer.

*Kentucky Transportation Cabinet District 1 Chief District Engineer Kyle Poat presented the Paducah Board of Commissioners the findings from the Small Urban Area Study for the Paducah area, a study that was requested by the City of Paducah since the previous transportation study was completed in 2002. This study of highway and multimodal transportation issues was initiated more than a year ago in April 2018 and funded with Federal Statewide Planning and Research funds. The goal of the study was to identify*

July 23, 2019

and examine safety and congestion issues in Paducah and the immediate surrounding area. The project team developed 25 improvement concepts based on a combination of a review of the existing conditions, traffic analyses, field reconnaissance, and input from the Advisory Committee. Cost estimates were prepared for each improvement concept, and each concept was given a priority ranking of high, medium, or low. View the entire study and an executive summary listing the roadways by visiting the Kentucky Transportation Cabinet website at <https://transportation.ky.gov/Planning/Pages/Planning-Studies-and-Reports.aspx>.

### **CONSENT AGENDA**

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

I(A)	Approve Minutes for June 25 & July 9, 2019 Board of Commissioners Meetings
I(B)	<p>Receive &amp; File Documents</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Certificate of Liability Insurance – Burnett Homes, LLC</li></ol> <p><u>Deed File:</u></p> <ol style="list-style-type: none"><li>1. Quitclaim Deed – COP and Shawn and Renee McDermott - Unnamed City Street Closure (ORD 2019-8559)</li><li>2. Quitclaim Deed – COP and Mark Christopher Toren and Jessica Angell Toren – Unnamed City Street Closure (ORD 2019-8559)</li><li>3. Quitclaim Deed – COP and James and Melinda Bowens – Unnamed City Street Closure (ORD 2019-8559)</li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Repair Agreement between Commonwealth of Kentucky Transportation Cabinet, Department of Highways District 1 and City of Paducah – Exit 4 Closure (MO #2257)</li><li>2. Paducah Small Urban Area Study – Kentucky Transportation Cabinet</li><li>3. Trust Participation Agreement – Kentucky League of Cities Insurance Services – General Insurance Trust (MO #2258)</li><li>4. Declaration of Trust and Trust Participation Agreement for the Kentucky League of Cities Workers’ Compensation Trust (MO #2258)</li><li>5. Paducah Downtown Riverfront Redevelopment Project – TIF Application (ORD 2019-4-8569)</li><li>6. Agreement with Axon Enterprise, Inc. – in-car cameras and body cameras (MO #2260)</li></ol> <p><u>Financials File:</u></p> <ol style="list-style-type: none"><li>1. Paducah Water – Rate Increase 2019</li></ol>
I(C)	Appointment of John Park to the Civic Beautification Board to replace Rita McKeel, who resigned. This term shall expire July 1, 2023.

July 23, 2019

I(D)	Appointment of Benjamin Sirk to the Board of Assessment Appeals to replace Debbie Gentry, whose term expired. This term shall be retroactive to January 1, 2019, and shall expire December 31, 2021
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 2 AND CHANGE ORDER NO. 3 TO THE AGREEMENT FOR DEMOLITION SERVICES WITH DANNY COPE AND SONS EXCAVATING, LLC, RELATING TO THE KRESGE BUILDING LOCATED AT 316, 318 & 320 BROADWAY IN AN AMOUNT OF \$2,770 AND AUTHORIZING FUTURE EXPENDITURES RELATED TO SAID AGREEMENT IN AN AMOUNT NOT TO EXCEED \$2,230 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO # 2262 BK 11)</b>
I(G)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD IN AN AMOUNT OF \$72,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO SAID BOARD <b>(MO # 2263 BK 11)</b>
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART WORKS PROGRAM GRANT APPLICATION THROUGH THE NATIONAL ENDOWMENT FOR THE ARTS (NEA) FOR FUNDS IN THE AMOUNT OF \$27,000, FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CREATIVE ENTREPRENEURSHIP PROGRAM AND AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT THE GRANT APPLICATION <b>(MO # 2264 BK 11)</b>
I(I)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$130,000 FOR FY2020 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH <b>(MO # 2265 BK 11)</b>
I(J)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$90,000.00 FOR THE ENGINEERING-PUBLIC WORKS SOLID WASTE DIVISION <b>(MO # 2266 BK 11)</b>

Mayor Harless offered motion, seconded by Commissioner Watkins, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**ORDINANCE(S) – ADOPTION**

**AMEND CODE OF ORDINANCES SECTIONS 18-61, 18-62 AND 18-63 TO ADJUST PERMIT FEES**

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING SECTIONS 18-61, 18-62, and 18-63 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is

July 23, 2019

summarized as follows: In order to raise revenues, alleviate confusion and ensure fees are equitable in McCracken County, the City of Paducah has determined that an increase of building and/or electrical permit fees to be equivalent with McCracken County, Kentucky, is appropriate. This ordinance amends building permit minimum fees from \$20 to \$150 for new construction projects not exceeding \$35,000. The Table of fees is adjusted \$2.00 per \$1000 project value. Renovation, repair and miscellaneous work permit minimum fees are amended from \$20 to \$60 and a new table of fees is created. Electrical permit minimum fees are amended from \$20 to \$100 for work not exceeding \$23,000. The demolition fee for commercial property is amended from \$50 to \$100. Repeat inspection fee is amended from \$15 to \$25 per trip. The plan review section is repealed in its entirety. The occupancy inspection minimum fee is amended to a new flat fee of \$100. Rate and fee changes will take effect on September 1, 2019. The full text of each section that imposes fees shall be published in accordance with KRS 83A.060.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).  
**(ORD # 2019-7-8583 BK 35)**

### **ORDINANCE(S) – INTRODUCTION**

#### **REPEAL CODE OF ORDINANCES CHAPTER 78 PERSONNEL SECTION 5 GRIEVANCES**

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE REPEALING CHAPTER 78, SECTION 78-5, GRIEVANCE PROCEDURES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: City Manager implemented Administrative Policy HR43 Employee Concerns to establish and define the process through which workplace concerns not governed under a collective bargaining agreement or departmental workplace policies may be addressed and resolved for all employees of the City. This ordinance is being enacted to repeal Code Section 78-5 in its entirety and employees shall be directed to follow the process outlined in the Employee Concerns policy.

### **DISCUSSION**

#### **STRATEGIC PLAN UPDATE**

The following summary is provided by Public Information Officer Pam Spencer.

*Assistant City Manager Michelle Smolen provided the Paducah Board of Commissioners an overview of the engagement initiatives that are being launched this week for the Strategic Plan also known as Our Paducah. The website (<https://ourpaducah.us>) was made visible today which provides updates on the plan’s objectives and outlines how each objective can be categorized into one of four vision statements: Our Growth; Our Community; Our Engagement; and Our Culture. Also, a full copy of the strategic plan book can be downloaded from the website. Smolen will be distributing the plan book and posters around the community. Also included in the launch is a welcome message from the Paducah Board of Commissioners and City Manager Jim Arndt. To view the video, visit <https://youtu.be/S2OV6aIHrQU>.*

*Smolen also invited the community to attend the Our Paducah 101 presentation that she and City Manager Jim Arndt will be presenting Thursday at 7 p.m. at the McCracken County Public Library. This is a free event as part of the Library’s 101 series.*

July 23, 2019

## **COMMENTS**

### **CITY MANAGER COMMENTS**

- The City is making good progress on the indoor aquatic facility/recreation center. The City has received seven responses to the Request for Qualifications. The three finalists will be in Paducah on July 31<sup>st</sup> for interviews.

### **COMMISSION COMMENTS**

- Mayor Harless let the Commission know that the schedule for regular meetings in August and September would not change, except that the September 10<sup>th</sup> regular meeting will be cancelled due to the DC Fly-In.
- Mayor Harless reported that neighborhood walks have been going very well each Monday. The schedule for upcoming walks is posted on the City's website.
- Mayor Harless congratulated GPEDC on the hiring of Bruce Wilcox as the new President and CEO of the organization.

### **PUBLIC COMMENTS**

The Commission received comments about the West Kentucky Pride Festival from Dustin Havens, Robert Courtney, Victoria Terra, Gil Arterburn, Kiesha Curry, Laura Petrie, Russell Hobbs, Tom Simpson, David Tindell, April Whipple, Jennifer Edwards, Benny Jenkins, Tara Shea Bohannon, and Mary Byrne.

## **EXECUTIVE SESSION**

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board go into closed session for discussion of matters pertaining to the following topics: proposed or pending litigation, as permitted by KRS 61.810(1)(c)

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

## **RECONVENE IN OPEN SESSION**

Mayor Harless offered motion, seconded by Commissioner Abraham, that the Board of Commissioners reconvene in open session.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

## **ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Abraham, to adjourn the meeting. All in favor.

Meeting ended at approximately 7:30 p.m.

July 23, 2019

ADOPTED: August 13, 2019

---

Brandi Harless, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

August 13, 2019

Minute File:

1. Right-of-Way Bond – Atlas Cube, LLC
2. Certificate of Liability Insurance – Atlas Cube, LLC
3. Certificate of Liability Insurance – AST Environmental, Inc.

Deed File:

1. Deed of Conveyance – City of Paducah to Jonathan Seth and Tabitha Hope Manea – 2901 Virginia Street – MO #2244
2. Deed of Conveyance – City of Paducah to Riffle C. and Karen F. Turner – 625 North 6<sup>th</sup> Street – MO #2245
3. Deed of Conveyance – City of Paducah to Wiley Wilson – 1737 Martin Luther King, Jr. Blvd. – MO #2246
4. Deed of Conveyance – City of Paducah to James M. Morgan – 2106 Yeiser Street MO #2248
5. Commissioner's Deed – 623 McKinley Street
6. Commissioner's Deed (Deed of Correction) – 318-324-326 Broadway Street

Contract File:

1. Contractor's Application and Certificate for Payment – Danny Cope – MO #2262
2. Contract For Services – Paxton Park Golf Board – MO #2263
3. Amended and Restated Sublease – Seamen's Church and American Bureau of Shipping (ABS) – ORD #2019-6-8581
4. Agreement between City of Paducah and HDR Engineering – Phase I Environmental Site Assessment – Downtown – MO #2243
5. Contract For Services – Brooks Stadium Commission – Signed by CM

Financials File:

1. Forest Hills Village, Inc. – Financial Statements year ended May 31, 2019
2. Paducah Water – Financial Highlights Period ending June 30, 2019

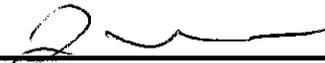
Bids

1. Roof Replacement Project – Police Annex  
Minter Roofing Company - \$29,230\* Recommended for Acceptance  
Atlas Roofing - \$30,585

CITY OF PADUCAH  
August 13, 2019

---

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

  
\_\_\_\_\_  
City Manager's Signature

8/13/19  
\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
August 13, 2019**

<b>NEW HIRES - FULL-TIME (FT)</b>					
<b>FIRE SUPPRESSION</b>	<b>POSITION</b>	<b>RATE</b>	<b>NCS/CS</b>	<b>FLSA</b>	<b>EFFECTIVE DATE</b>
Harrell, Joel L.	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
Doran, Steve	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
King, Nathan	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
King, Cary	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
Lucas, Dalton	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
Dalbey, Matt	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
Casner, Jonathan	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019
Eldridge, Quinton	Firefighter	\$13.23/hr	NCS	Non-Ex	September 5, 2019

**POLICE-OPERATIONS**

Branin II, Ricky L.	Police Officer	\$23.09/hr	NCS	Non-Ex	September 12, 2019
Martin, Tara R.	Telecommunicator	\$18.15/hr	NCS	Non-Ex	September 5, 2019

**EPW - STREET**

Stewart, Bryce	ROW Maintenance Person	\$18.66/Hr.	NCS	Non-Ex	August 8, 2019
----------------	------------------------	-------------	-----	--------	----------------

**NEW HIRES - PART-TIME (PT)/TEMPORARY/SEASONAL**

<b>PARKS SERVICES</b>	<b>POSITION</b>	<b>RATE</b>	<b>NCS/CS</b>	<b>FLSA</b>	<b>EFFECTIVE DATE</b>
Wade, Edward	Laborer	\$10.00/hr	NCS	Non-Ex	August 7, 2019
<b>FINANCE</b>					
Midkiff, Emi	Revenue Manager	\$55.00/hr	NCS	Non-Ex	August 29, 2019

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<b>PREVIOUS POSITION AND BASE RATE OF PAY</b>	<b>CURRENT POSITION AND BASE RATE OF PAY</b>	<b>NCS/CS</b>	<b>FLSA</b>	<b>EFFECTIVE DATE</b>
<b>PARKS SERVICES</b>					
Nowakowski, Paul	Floodwall Operator \$10.00/hr	Laborer \$10.00/hr	NCS	Non-Ex	August 15, 2019
<b>FIRE SUPPRESSION</b>					
Blackwell, Jacob	Fire Relief Driver \$15.91/hr	Acting Fire Lieutenant \$16.85/hr	NCS	Non-Ex	May 4, 2019
Blackwell, Jacob	Acting Fire Lieutenant \$16.85/hr	Fire Relief Driver \$15.91/hr	NCS	Non-Ex	July 12, 2019
Garrett, Brandy	Fire Relief Driver \$15.63/hr	Acting Fire Lieutenant \$16.85/hr	NCS	Non-Ex	June 12, 2019
Garrett, Brandy	Acting Fire Lieutenant \$16.85/hr	Fire Relief Driver \$15.63/hr	NCS	Non-Ex	July 12, 2019
Kirkham, Timothy	Lieutenant \$17.52/hr	Captain \$18.66/hr	NCS	Non-Ex	August 1, 2019
Rathman, Ronald R.	Battalion Chief \$31.00/Hr.	Battalion Chief \$31.93/Hr.	NCS	Non-Ex	August 1, 2019
<b>EPW-ADMINISTRATION</b>					
Nuckolls, Amy D.	Executive Assistant I \$19.26/hr	Excutive Assistant II \$20.22/hr	NCS	Ex	August 6, 2019
Townsend, Melanie	Grants Administrator \$25.99/hr	Project Manager \$25.99/hr	NCS	Ex	August 1, 2019
Yarber, Christopher K.	Assistant Public Works Director \$38.14/hr	Assistant Public Works Director \$40.05/hr	NCS	Ex	August 6, 2019

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
August 13, 2019**

**PLANNING**

Axt, Katie	Principal Planner \$30.46/hr	Principal Planner \$33.56/hr	NCS	Ex	July 1, 2019
------------	---------------------------------	---------------------------------	-----	----	--------------

**POLICE-OPERATIONS**

Tatman, Allyson	Acting Shift Supervisor \$24.75/hr	Shift Supervisor \$24.75/hr	NCS	Ex	August 1, 2019
Collins, Samantha	Telecommunicator \$22.37/hr	Terminal Agency Coordinator \$23.37/hr	NCS	Ex	August 1, 2019
Quinn, Courney	Acting Shift Supervisor \$25.37	Telecommunicator \$22.37/hr	NCS	Ex	August 1, 2019
Spears, Amber	Telecommunicator \$21.37/hr	Shift Supervisor \$24.37/hr	NCS	Ex	August 1, 2019

**FINANCE**

Young, Stacey	Accountant \$23.27/hr	Revenue Manager \$35.10/hr	NCS	Ex	August 29, 2019
---------------	--------------------------	-------------------------------	-----	----	-----------------

**HUMAN RESOURCES**

Culkin, Chanlor S.	HR Generalist \$18.66/hr	HR Generalist \$19.59/hr	NCS	Ex	August 5, 2019
Stray, Jemekka C.	HR Generalist \$19.24/hr	HR Generalist \$20.20/hr	NCS	Ex	August 5, 2019

**TERMINATIONS - FULL-TIME (FT)**

**FIRE SUPPRESSION**

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Leneave, Gary	Assistant Fire Chief	Retirement	July 31, 2019
Warner, Todd	Fire Captain	Retirement	July 31, 2019
Farmer, Bryan	Fire Captain	Retirement	July 31, 2019

**HUMAN RESOURCES**

Russell, Martin	Human Resources Director	Resignation	August 2, 2019
-----------------	--------------------------	-------------	----------------

**POLICE-OPERATIONS**

Clark, Patrick	Police Officer	Retirement	July 31, 2019
Stewart, Bryce C.	Police	Resignation	July 22, 2019

**EPW-STREET**

Strong, Jeffery L.	ROW Maintenance	Resignation	July 29, 2019
--------------------	-----------------	-------------	---------------

**FINANCE**

Midkiff, Emi	Revenue Manager	Resignation	August 27, 2019
--------------	-----------------	-------------	-----------------

**TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL**

**PARKS SERVICES**

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Willett, Thomas D.	Laborer	Termination	July 18, 2019

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 13, 2019

Short Title: Acceptance of a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health's Center Point Recovery Center - **M TOWNSEND**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Tammara Tracy

**Background Information:** The Department for Local Government (DLG) has approved a grant of \$200,000 to the Four Rivers Behavioral Health Recovery Center Project (Center Point Recovery Center). The funding comes through the 2019 funding cycle 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 Services.

The City of Paducah adopted Municipal Order 2249 on June 11, 2019, approving the city to apply for the CDBG grant on behalf of Four Rivers Behavioral Health. Four Rivers will provide matching funds from various sources. An administration fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

There are no city funds required.

As conditions of accepting the CDBG funding, the city must approve the following items:

- Grant Agreement with DLG
- Residential Anti-displacement and Relocation Assistance Plan
- KCDBG Procurement Code
- Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: CDBG

Account Number: CD0098

Staff Recommendation: Authorize and direct the Mayor to sign all required grant award documents.

Attachments:

1. Municipal Order
2. Paducah 19-008 contract
3. RESIDENTIAL ANTIDISPLACEMENT
4. KY CDBG\_4-2\_Procurement Code

5. Legally Binding Agreement 19

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING A 2019 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS

WHEREAS, the City of Paducah applied for a FY2019 Community Development Grant through the Department For Local Government, adopted by Municipal Order No. 2249, on behalf of the Four Rivers Recovery Center; and

WHEREAS, The Department For Local Government has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds for a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

SECTION 2. That the City of Paducah hereby authorizes and directs the Mayor to execute the Grant Agreement with the Department for Local Government, Residential Anti-Displacement and Relocation Assistance Plan, KCDBG Procurement Code, and Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center and all required grant award documents.

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

---

Brandi Harless, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners August 13, 2019

Recorded by Lindsay Parish, City Clerk, August 13, 2019

\mo\grants\acceptance cdbg-four rivers recovery center project 8-2019



# Commonwealth of Kentucky CONTRACT

**DOC ID NUMBER:**

PON2 112 2000000276

Version: 1

Record Date:

Document Description: CenterPoint Recovery Center CDBG Recovery KY 19-008

Cited Authority: KRS147A.002  
Community Block Grant Program

Reason for Modification:

**Issuer Contact:**Name: Olivia Clark  
Phone: 502-573-2686  
E-mail: olivia.clark@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@PADUCAHKY.GOV

Effective From: 2019-08-09

Effective To: 2021-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		CenterPoint Recovery Center CDBG Recovery KY 19-008	\$0.000000	\$200,000.00	\$200,000.00

**Extended Description:**

The Recipient shall provide the Subrecipient with CDBG funds for the Four Rivers CenterPoint (Recovery Kentucky) operational costs, which are limited to CenterPoint on-site staff salaries.

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

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$200,000.00</b>
-------------------------------	---------------------

	<b>Document Description</b>	<b>Page 1</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

## GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 19-008

Subrecipient: City of Paducah

Project Name: CenterPoint Recovery Center

Federal Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Community Development Block Grant/State's Program  
(State-Administered Small Cities Program)

CFDA Number: 14.228

Award Year: 2019

	<b>Document Description</b>	<b>Page 2</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

## **GRANT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the city of Paducah, Kentucky, hereinafter referred to as Recipient and the Commonwealth of Kentucky, Department for Local Government, hereinafter referred to as the Commonwealth.

The purpose of this Agreement is to set forth the terms and conditions under which the Commonwealth agrees to dispense the sum of \$200,000 to the Recipient (short scope).

Recipient desires to use the funds for The CenterPoint Recovery Center Project and the Recipient shall complete the project by June 30, 2021.

	<b>Document Description</b>	<b>Page 3</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

## **GRANT AGREEMENT**

### **1. GENERAL PROVISIONS**

#### **A. Contents of Agreement**

This Grant Agreement, hereinafter called the "Agreement," shall consist of the following documents which are incorporated by reference as if fully set out herein: (1) the Grant Agreement and all exhibits to which this Grant Agreement refers; (2) the Application, including the Statement of Assurances; (3) all State and Federal Law requirements to which the Application and this Agreement refer or apply; (4) the Kentucky Community Development Block Grant Handbook currently in effect, plus any advisories; (5) The Guide to National Objectives and Eligible Activities for State CDBG Programs; (6) any applicable administrative regulations; and (7) any amendments or modifications to any of the above referenced requirements.

#### **B. General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

(1)"Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.

(2)"Application" means the Commonwealth Small Cities Community Development Block Grant (CDBG) Application, and such other submittals, as are specified in Exhibit A of this Grant Agreement.

(3)"CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

(4)"Commonwealth" when not used to designate the territory of the Commonwealth of Kentucky shall mean the Department for Local Government, its Commissioner, or any other person to whom the Commissioner has delegated authority to act with respect to matters covered by this

	<b>Document Description</b>	<b>Page 4</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

Agreement.

(5)"Default" means any default set forth in Section 6-A to this Agreement.

(6)"Eligible Costs" means costs for the activities specified in Exhibit B of this Agreement for which grant funds are budgeted as specified in Exhibit C of this Agreement, provided that such costs (i) are incurred in connection with any activity which is eligible under Section 105A of Title I of the Act, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular Omni Circular (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of determining the conformity of costs to said Attachment B, all costs set forth in Section C thereof may be considered eligible without prior approval of the Commonwealth.

(7)"Environmental Conditions" means the condition imposed by law, particularly 24 CFR Part 58, and the provisions of the Agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.

(8)"Environmental Requirements" means the requirements described in 24 CFR Part 58.

(9)"Environmental Studies" means all eligible activities necessary to produce an "environmental document", as that term is defined at Section 1508.10 of 40 CFR Part 1508, or to comply with the requirements of 24 CFR Part 58.

(10)"Grant Funds" means those funds to be provided by the Commonwealth to Recipient pursuant to the terms of this Agreement, as specified in Exhibit A of this Agreement.

(11)"HUD" means the United States Department of Housing and Urban Development.

(12)"Participating Party" means any person, entity, firm, corporation or funding source identified as such in Exhibit A and/or B to this Agreement.

(13)"Program Income" means the CDBG portion of: (i) any income earned by Recipient, or an agent or agency of Recipient, from the disposition of real or personal property acquired in whole or in part with grant funds; (ii) the repayment proceeds (including principal and interest) of any loan made in whole or part with grant funds; (iii) any other revenues defined as program income in 24 CFR Part 570, Subpart J. The "CDBG portion" means an amount computed by applying the percentage of participation of CDBG funds (i) in the acquisition cost of the property to the total income from the disposition of such property, (ii) in the amount of the loan to the total repayment proceeds of such loan, or, (iii) in the cost of an activity to the total income from such activity.

	<b>Document Description</b>	<b>Page 5</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

(14)"Project" means the activities described in the Application and in Exhibits B and C of this Agreement, which are to be carried out to meet the objectives of the CDBG Program.

(15)"Recipient" means the local governmental entity receiving grant funds pursuant to this Agreement, as more particularly identified on the cover page of this Agreement, as well as “contractor” as defined in KRS 45A.030.

(16)"Recipient Activities" means those activities of the Project to be carried out by the Recipient, its agent or agency, which activities are described in Exhibit B of this Agreement and further defined in the Application.

(17)“Subrecipient” means governmental or private nonprofit organizations chosen by the Recipient to undertake certain eligible CDBG activities identified as such in Exhibit A and/or B to this Agreement.

## **2. AMOUNT AND AUTHORIZED USES OF GRANT FUNDS**

### **A. Grant Assistance Provided**

In consideration of the various obligations undertaken by the Recipient pursuant to this Agreement, as represented by the Recipient in the Application, the Commonwealth agrees, subject to the terms and conditions set forth herein, to provide the Recipient with grant funds in the amount specified in Exhibit A of this Agreement.

### **B. Authorized Uses of Grant Funds**

The grant funds provided to the Recipient pursuant to this Agreement shall be used only for the specific purposes described in Exhibit B of this Agreement and in the amounts budgeted in Exhibit C of this Agreement, subject to the project amendments provisions of the Commonwealth CDBG program.

### **C. Adjustments to Grant Funds**

(1)The amount of grant funds which the Commonwealth has agreed to provide to the Recipient under this Agreement has been determined by the Commonwealth in reliance upon the cost estimates of the Recipient with respect to the activities set forth in the Application. The Commonwealth reserves the right to reduce the grant amount (i) to conform to any revision to which the Recipient and the Commonwealth may agree with respect to Exhibits B or C of this Agreement, (ii) if the actual costs for activities are lower than those set forth in Exhibits B or C

	<b>Document Description</b>	<b>Page 6</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

of this Agreement, or (iii) if the investment by Participating Parties is less than the amount specified in Exhibits B, C or D.

(2)The parties understand that funding pursuant to this Agreement may be discontinued by the General Assembly in subsequent budgets.

#### D. Recipient's Use of Program Income

(1)“All Program Income shall be retained by the local governmental Recipient, unless specifically directed otherwise by the Department for Local Government.”

(2) All Program Income which is received by the Recipient, prior to completion of all Recipient Activities shall be used prior to, and in place of, any draw of grant funds to the extent adequate to pay costs so incurred.

(3)Unless otherwise specifically stated in Exhibit B of this Agreement, all Program Income received by the Recipient, after completion of all Recipient Activities shall be used by the Recipient, for community or economic development activities eligible for assistance under Title I of the Act as specified in the Guide to National Objectives and Eligible Activities for State CDBG Programs.

### 3. DISBURSEMENT OF GRANT FUNDS

#### A. Authorization

(1)Promptly after the Commonwealth has received from the Recipient two (2) fully executed copies of this Agreement and has approved evidentiary materials required by Exhibit D of this Agreement that would allow a draw of grant funds pursuant to the terms of Exhibits B and C of this Agreement, the Commonwealth shall authorize the amount of grant funds specified in Exhibit A of this Agreement.

(2)The Recipient is authorized to draw grant funds only in accordance with the provisions of this Agreement and the procedures established by the Commonwealth. No payment by the Commonwealth of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of the Commonwealth to challenge the validity of said draw, to enforce all rights and remedies set forth in the Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Agreement.

(3)The disposition of any grant funds that remain available following completion of the Project,

	<b>Document Description</b>	<b>Page 7</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

termination of this Agreement by the Commonwealth, or termination of the Project for any cause, shall be in accordance with closeout procedures then in effect or established by the Commonwealth including provisions of OMB Omni Circular and the Recipient shall not have any rights to such grant funds.

#### B. Incurring Costs for Project Activities

(1)The use of grant funds is conditioned upon the Recipient incurring costs to be paid in accordance with this Agreement or as otherwise approved by the Commonwealth in writing. Except as permitted by 24 CFR Part 58, no costs to be paid out of project funds may be incurred by the Recipient until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Commonwealth has issued the environmental clearance required by 24 CFR Part 58.

(2) The authorization to incur costs in subsection (1) above is not an authorization to reimburse those costs and does not mean or imply that such costs will be reimbursed out of grant funds. The Recipient may voluntarily, at his or her own risk, and upon his or her own credit and expense, incur costs as authorized in subsection (1) above, but his or her authority to reimburse or to be reimbursed out of grant funds shall be governed by the provisions of this Agreement applicable to the payment of costs and the release of funds by the Commonwealth.

(3)Prior to the issuance by the Commonwealth of the environmental releases required by 24 CFR Part 58, the Recipient may not use any funds, including local funds, to take any action with respect to the Project where such action might have an adverse environmental effect, would limit choices among competing alternatives, or might alter the environmental premises on which the pending clearance is based in such a fashion that the validity of the conclusions to be reached would be affected.

#### C. Authorization by the Commonwealth for the Recipient to Draw Grant Funds

Recipient's draw of grant funds can occur only after the following has occurred:

(1)The Commonwealth has issued the environmental clearance required by 24 CFR Part 58,

(2)The Commonwealth has approved the required evidentiary materials specified in Exhibit D of the Agreement,

(3)The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the Recipient's ability to draw grant funds,

(4)Recipient shall have submitted all certifications and materials required as conditions precedent

	<b>Document Description</b>	<b>Page 8</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

to Recipient's authority to pay costs out of grant funds,

(5)If authorized by Exhibit D herein and if the Commonwealth finds Recipient has timely and acceptably submitted the evidentiary materials in Exhibit D herein, approved same, and if no default has occurred, as defined in Section 6-A herein, and

(6)Recipient has not been served by the Commonwealth with notice of Recipient's suspension of authority to so draw the grant funds nor is in breach of its obligation to report a default.

#### **4. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS**

##### **A. Recipient's Representations and Warranties**

The Recipient has, by and through consultations among all appropriate members of the Recipient's governing body and its officers, examined each of the following and by its execution of this Agreement the Recipient does, upon information and belief, represent and warrant to the Commonwealth that:

(1)The Recipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.

(2)A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient.

(3)There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement.

(4)The representations, statements, and other matters contained in the Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Commonwealth) which would make such representations,

	<b>Document Description</b>	<b>Page 9</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact, which should have been, and has not been, reported in the Application as material information.

(5)The Recipient has obtained or has reasonable assurances that it will obtain all Federal, State and local government approvals and reviews required by law to be obtained by the Recipient for the Project.

(6)Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

(7)Except for approved eligible administrative and personnel costs, none of the recipient's designees, agents, members, officers, employees, consultants or members of its governing body in which the program is situated, and no other public official of the recipients of such locality or localities who exercises or who has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the project or in any activity, or benefit there from, which is part of this project at anytime during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Department for Local Government and the Department for Local Government has approved such exception.

(8)Anti-Lobbying – The recipient certifies that;

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

	<b>Document Description</b>	<b>Page 10</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(9)Conflicts of Interest - The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4); KRS 99.350(8); KRS 61.252(1); KRS 65.003; and the local community ethics code. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 24 CFR Part 85, 24 CFR 570.489(h), A-110, KRS 45A.340, KRS 61.210, KRS 61.220 and KRS 61.250 et. seq.

#### B. Obligation to Complete Recipient Activities as Scheduled

(1)The Recipient shall use its best efforts to assure the completion of the Recipient Activities described in Exhibit B of the Agreement and further defined in the Application.

(2)The Recipient agrees that the foregoing undertaking and assurance means that Recipient shall, to the maximum extent permitted by law, use and apply all of its governmental and proprietary powers for such completion, including but not limited to those powers governing taxes, other revenues, credit, eminent domain and appropriations, if necessary, for the purpose of providing any shortfall between funds available under the grant and funds necessary to complete all of the Recipient Activities described in Exhibit B of this Agreement.

#### C. Commonwealth Approval of Amendments

The Commonwealth will consider program amendments initiated by the Recipient or by the Commonwealth. The Commonwealth defines a program amendment as a request for change in an approved program which (i) is a new activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. Any amendments will be made in accordance with the procedures set forth in the Kentucky Community Development Block Grant Handbook established by the Commonwealth.

#### D. Notification and Action upon Default

(1)The Recipient shall promptly give written notice to the Commonwealth upon the discovery by

	<b>Document Description</b>	<b>Page 11</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

the Recipient of any default involving any Participating Party or Subrecipient, as defined in Section 6-A of this Agreement.

(2) Promptly, upon the discovery of any default involving any Participating Party or Subrecipient, the Recipient shall vigorously pursue, to the fullest extent possible, all remedies available to Recipient to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for any grant funds expended on the Project, and to prevent or mitigate any adverse effects on the Project. Recipient shall keep the Commonwealth fully informed as to the status of such actions.

## **5. INSPECTION AND REVIEW**

### **A. Duty to Maintain and Rights to Inspect and Copy, Books, Records and Documents**

(1) The Recipient shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the CDBG Program, and as may be reasonably necessary to reflect and fully disclose the amount and disposition of the grant funds, the total cost of the activities paid for in whole or in part with grant funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources.

(2) All such books, records and other documents shall be available at the office of the Recipient for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Commonwealth, HUD, the General Accounting Office and the Inspector General of the United States.

### **B. Site Visits**

Any duly authorized representative of the Commonwealth or HUD shall, at all reasonable times, have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from this grant.

### **C. Reports**

The Recipient shall promptly furnish to the Commonwealth all reports required to be filed in accordance with any directives of the Commonwealth or any statute, rule or regulation of HUD.

## **6. DEFAULTS AND REMEDIES**

### **A. Defaults**

	<b>Document Description</b>	<b>Page 12</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

A default shall consist of any use of grant funds for any purpose other than as authorized in Exhibits B and C of this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Recipient made in the Agreement; (ii) the Recipient made in any agreement entered into between the Recipient and any Participating Party or Subrecipient, relating to the Project; (iii) any Participating Party or Subrecipient, made in any agreement specified in Exhibit D of this Agreement, or; (iv) of the time frame specified in Exhibit B of the Agreement.

## B. Remedies Upon Default

(1) Upon occurrence of any default as described in Section 6-A, the Commonwealth may suspend the Recipient's authority to draw grant funds at any time by notice to the Recipient. If a default is not cured within thirty (30) consecutive days from notice of such default by the Commonwealth to the Recipient, the Commonwealth may continue such suspension or by delivery of notice terminate this Agreement. In the event of a termination, the Recipient's authority to draw funds shall have terminated at the date of the notice of termination and the Recipient shall have no right, title or interest in or to any grant funds remaining.

(2) In addition to any other rights or remedies, if a default consists of the Recipient's failure to submit the evidentiary materials described in Exhibit D of this Agreement or in other official written notification, the Commonwealth shall have the right to terminate this Agreement and the award of grant funds to which this Agreement relates by delivery of written notice to the Recipient. Upon such termination, all obligations of the Commonwealth pursuant to this Agreement and such award shall cease and the Recipient shall neither have nor retain any rights whatsoever with respect to the grant funds provided under this Agreement.

(3) The rights and remedies of the Commonwealth shall be deemed to be cumulative and shall be in addition to all those rights afforded the Commonwealth by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

(4) The rights and remedies available to the Commonwealth in the event of a suspension or termination of the Agreement shall survive such suspension or termination.

## 7. EVIDENTIARY MATERIALS

### A. Commitments of Participating Parties and Subrecipients

(1) In selecting the Recipient for the award of this grant, the Commonwealth has relied, in material part, upon the representations of the Recipient and Participating Parties or Subrecipients

	<b>Document Description</b>	<b>Page 13</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

, that the Recipient and the Participating Parties or Subrecipients (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to the completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project.

(2)Evidentiary materials submitted by the Recipient as Exhibit D which have been submitted to and approved by the Commonwealth shall not be amended in any material respect without prior written approval of the Commonwealth.

#### B. Form of Documentary Evidence

All documentary evidence of commitments submitted to the Commonwealth for approval shall be in the form of either (i) a duplicate original, or (ii) a photographic copy of the fully executed original, of the documents.

### 8. MISCELLANEOUS

#### A. Notice

(1)All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.

(2)Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by first class, registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

(a)Communications to the Commonwealth shall be mailed to: Office of Federal Grants, Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601.

(b)Communications to the Recipient shall be addressed to the Recipient, at the address set forth in Exhibit A of this Agreement, or such other address or representative as may be furnished by the Recipient to the Commonwealth.

#### B. Assignment

No right, benefit, or advantage inuring to the Recipient under this Agreement and no burden imposed on the Recipient hereunder may be assigned without the prior written approval of the Commonwealth. An authorization by the Commonwealth for the transfer of grant funds by Recipient to a Participating Party or Subrecipient, shall not be deemed an authorization for an

	<b>Document Description</b>	<b>Page 14</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

assignment, and such Participating Party or Subrecipient shall not succeed to any rights, benefits or advantages of the Recipient hereunder.

#### C. Successors Bounds

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Recipient's successors.

#### D. Remedies Not Impaired

No delay or omission of the Commonwealth in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein.

#### E. Cumulative Remedies

All rights and remedies of the Commonwealth under this Agreement shall be cumulative.

#### F. Severability

If any article, subsection, clause or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

#### G. Entire Agreement

This Agreement constitutes the entire agreement between the Commonwealth and the Recipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant. Notwithstanding the provisions of Section 1-A of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

#### H. Table of Contents; Titles and Headings

Any table of contents and the headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

	<b>Document Description</b>	<b>Page 15</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

I. Amendment of this Agreement

This Agreement, or any part hereof, may be amended as previously described in Section 4-C from time to time hereafter only in writing executed by the Commonwealth and the Recipient.

J. Governing Law

This Agreement as it may affect the rights, remedies, duties, and obligations of the Commonwealth shall be governed by and construed in accordance with Federal and State law. Insofar as Federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

K. Waiver by the Commonwealth

The Commonwealth reserves and shall have the exclusive right to waive, at the sole discretion of the Commonwealth, and to the extent permitted by law, any requirement or provision under this Agreement. No act by or on behalf of the Commonwealth shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Commonwealth, and expressly stated to constitute such waiver.

L. Termination of Agreement

This Agreement shall terminate upon the completion of all closeout procedures respecting this grant including provisions of the Single Audit Act, OMB Omni Circular and the final settlement and conclusion between Recipient and the Commonwealth of all issues arising out of this grant. Either party may cancel the contract upon written notice in accordance with Section 9 below. This notice, if tendered by the Commonwealth, may also include the notice to cure provided for in Section 6 B. (1). Upon termination of the agreement pursuant to this provision, the Recipient shall have no right to grant funds remaining to be disbursed. This provision shall in no way impair and shall be in addition to any additional remedies the Commonwealth may have upon a finding of default or other non-compliance according to the terms of this Agreement. Upon termination of this Agreement by either party with or without cause, the Commonwealth may declare this Agreement void from the beginning without further obligation to the recipient. Further, if the Agreement is terminated by the recipient with or without cause or by the Commonwealth with cause, the Commonwealth may recover all funds paid to the recipient hereunder.

M. Enforceability

Recipient agrees that if the Recipient or one of its subrecipients/contractors fails to comply with

	<b>Document Description</b>	<b>Page 16</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

all applicable federal and state requirements governing the use of CDBG funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit or other investigation. Recipient shall further agree it will repay funds determined to be misspent by any 3rd party officials such as HUD, Inspectors General, auditors and law enforcement agencies. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

#### N. Anti-Speculation Provisions-Sale of Real Property

(1)When, in Exhibit D of this Agreement, a document is required to contain a provision for the prevention or discouragement of speculation in the purchase and sale of property by a beneficiary of grant funds, then, unless otherwise specified, such provision shall comply with this Section.

(2)The document shall prohibit the beneficiary of grant funds from selling or otherwise disposing of the property within a period specified in Exhibit D of this Agreement after the date of the purchase, for an amount in excess of the purchase price paid, plus the actual costs of any improvements to the property by the beneficiary. The prohibition against sale shall have the same force and effect as a lis pendens, and shall specify that in the event of any attempted sale in violation of the provision; the Recipient shall be entitled to the ex-parte issuance of an injunction restraining such sale. The document shall be executed and authenticated in such manner and form as may be required under State law to authorize its recordation at the place of recordation of deeds, as if a lis pendens and the document shall be so recorded.

(3)The document may, in conjunction with the foregoing or in lieu thereof, describe a procedure where under, in the event of any sale of the property within the period specified in Exhibit D of the Agreement, the amount of grant funds which benefited the beneficiary shall be repaid by the beneficiary to the Recipient. Such procedure may include a pro-rata reduction of the amount to be repaid, based upon the time elapsing between the date of the initial purchase of the property and its disposition by the beneficiary. The document must either specify the amount of the grant funds which benefited the beneficiary, or set forth a formula or agreed method for determining such amount. The document shall be executed and authenticated in such manner and form as may be required to authorize its recordation, as if a lis pendens and the document shall be so recorded.

	<b>Document Description</b>	<b>Page 17</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

### **Memorandum of Agreement Standard Terms and Conditions**

#### **1.00 Cancellation clause:**

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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

#### **3.00 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 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.

#### **4.00 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

	<b>Document Description</b>	<b>Page 18</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**5.00 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.

**6.00 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 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.

	<b>Document Description</b>	<b>Page 19</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

[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.

**7.00 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, 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

	<b>Document Description</b>	<b>Page 20</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

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 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,

	<b>Document Description</b>	<b>Page 21</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

	<b>Document Description</b>	<b>Page 22</b>
<b>2000000276</b>	<b>CenterPoint Recovery Center CDBG Recovery KY 19-008</b>	<b>of 23</b>

### **Approvals**

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement 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 agreement 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 agreement.

#### **FIRST PARTY:**

Department for Local Government  
1024 Capital Center Drive, Ste. 340  
Frankfort, Kentucky 40601

---

Sandra K. Dunahoo, Commissioner  
Department for Local Government

#### **SECOND PARTY:**

City of Paducah  
Post Office Box 2267  
Paducah, Kentucky 42002-2267

---

Brandi Harless  
Mayor, City of Paducah

#### **Examined for Form and Legality Only:**

---

Greg Ladd, Counsel  
Department for Local Government

---

Counsel, City of Paducah

**RESIDENTIAL ANTIDISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN**

**Four Rivers Recovery Center (Recovery Kentucky)**

The City of Paducah will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than a low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.496a(c).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, City of Paducah will make public and submit to the Department for Local Government the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than a low/moderate income dwelling unit as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

City of Paducah will provide relocation assistance, as described in 570.496 a(c), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, City of Paducah will take the following steps to minimize the displacement of person from the homes:

**THERE WILL BE NO DISPLACEMENT OR RELOCATION ACTIVITIES AS A RESULT OF THE FOUR RIVERS RECOVERY CENTER PROJECT.**

Adopted by the City of Paducah this 21<sup>st</sup> day of August, 2018.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST: \_\_\_\_\_

## KCDBG PROCUREMENT CODE

All procurements made by City of Paducah (hereafter referred to as "Grantee/ Subrecipient") involving the expenditure of local, state and federal funds on CDBG Project 2019 Four Rivers Recovery Center shall be made in accordance with the following procurement standards.

Procurement transactions, regardless of method or dollar value, will maximize open and free competition. The Grantee/Subrecipient shall not engage in procurement practices that may be considered restrictive in trade.

Purchases will be reviewed by the Treasurer to prevent duplication and to insure that costs are reasonable.

### 1. Methods for Procurement

Procurements shall be made by one of the following methods: (a) small purchase procedures, (b) competitive sealed bids, (c) competitive negotiation, (d) non-competitive negotiation.

#### A. SMALL PURCHASES

For purchases of less than \$50, efforts will be made to get the lowest and best price, but written records of such efforts are not necessary.

Purchases that cost more than \$50 but less than \$20,000 require quotations of rate, price, etc., but no legal advertisement is required. The **Grantee/Subrecipient** will solicit responses from at least three vendors. If written responses are not available, a statement explaining the procurement will be prepared and filed. If quotations are obtained via telephone, a memorandum will be prepared setting forth the date the calls were made, parties contacted, and prices obtained.

The **Grantee/Subrecipient** will make the award to the lowest responsive and responsible source, and enter into a contract formalizing the scope of work and terms of compensation.

#### B. COMPETITIVE SEALED BIDS

Bidding will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment or contractual services other than those personal or professional exceeds \$20,000, an Invitation for Bids (IFB) notice will generally be prepared. Per KRS 424.120, this notice will be published at least once in a qualifying official newspaper

of general circulation within the community. This newspaper notice will appear not less than seven (7) days and not more than twenty-one (21) days before the due date for bid proposals. In addition, the Grantee/Subrecipient must solicit sealed bids from responsible prospective suppliers by distributing a copy of such notice to them.

The IFB will include a general description of the goods or services to be procured, the bid deposit and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest bid price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be utilized must be stated in the IFB. The newspaper notice must also contain language that calls to the attention of bidders all applicable requirements that must be complied with such as Section 3 of the 1968 Housing Act, Section 109 of the 1974 Housing and Community Development Act, the Civil Rights Act of 1964, Executive Order 11246 and the Davis-Bacon Act.

Sealed bids will be opened in public at the time and place stated in the IFBs. The Grantee/Subrecipient will tabulate the bids at the time of bid opening. The results of the tabulation and the bid documents will be evaluated by the review committee, which will make recommendations to the Grantee/Subrecipient. The Grantee/Subrecipient will make a firm fixed-price contract award in writing to the lowest responsive and responsible bidder. After the Grantee/Subrecipient makes the bid award, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

The Grantee/Subrecipient may cancel an Invitation for Bid or reject all bids if it is determined in writing that such is in the best interests of the Grantee/Subrecipient. The Grantee/Subrecipient may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened.

#### Bid Overages:

The following options are available for awarding a bid following an overage:

- 1) Obtaining additional funds from another source and continuing with the original IFB.

- 2) Rejecting all bids, revising project scope and bid specifications, and issuing a revised IFB (competitive sealed bid) open to the entire public; or
- 3) Conducting competitive negotiations with **all** bidders. **(Grantees must seek pre-approval from DLG for this option).**

Competitive negotiations under option (3) must take place under the following criteria:

1. If discussions pertaining to the revision of the specifications or quantities are held with any bidder, all of the bidders shall be afforded an opportunity to take part in such discussions.
2. After discussions with the bidders, the grantee shall revise the scope of work accordingly and issue an RFP open to all bidders, providing for expedited proposals. No advertisement is required, but the grantee shall allow **at least seven days** for bidders to submit proposals.
3. The RFP shall be awarded on the basis of **lowest bid price**.

#### C. COMPETITIVE NEGOTIATION

The Grantee/Subrecipient may utilize competitive negotiations, regardless of contract amount, upon a written determination that:

1. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid price or the lowest evaluated bid price (in other words, bidding is not feasible).
2. The services to be procured are professional or personal in nature.

**The use of the competitive negotiations procurement method for contracts other than architectural, engineering, planning or administrative services must be pre-authorized by DLG.** With the exception of procurement of certain professional services (principally engineering services), competitive negotiations will proceed as follows:

1. Proposals will be solicited through a qualifying official newspaper advertisement; additionally, a Request for

Proposal (RFP) may be prepared and mailed to qualified vendors. The newspaper advertisement must be published at least seven (7) days and not more than twenty-one (21) days before the date for receipt of the proposals. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the same regulations discussed in the bidding process. Requests for proposals will always include cost as a selection factor except for engineering services.

2. Award must be made to the offeror whose proposal is determined by the review committee to be most advantageous to the program, with price and other factors considered. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The review committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of architectural/engineering (A/E) professional services, an alternative to RFPs may be used. The Grantee/Subrecipient may publish a Request for Qualifications. RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. A review committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the selection committee will negotiate cost. If the committee is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The committee will maintain a written record of all such negotiations.

#### D. NON-COMPETITIVE NEGOTIATIONS

Non-competitive negotiation is procurement through solicitation of a proposal from one source, and is often referred to as sole source procurement. A contract may be awarded by noncompetitive negotiation only when the award is infeasible under small purchase procedures, competitive sealed bids, or competitive negotiations and one of the following circumstances applies:

1. There is some public emergency that will not permit delay resulting from competitive solicitation (the grantee must declare an emergency as authorized by law); or
2. The results of the competitive negotiations are inadequate; or
3. The product or service is available only from a single source.

**Caution: The use of the non-competitive negotiations procurement method must be authorized by DLG.**

The following requirements apply to the non-competitive negotiations procurement process:

1. Negotiations must be conducted with the selected company regarding a scope of work and price; and
2. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

## II. CONTRACTS

Generally, all procurement in excess of \$500 will be memorialized and supported by a written contract. Where it is infeasible or impractical to prepare a contract, a written finding to this effect will be prepared and a purchase order regarding the transaction will also be prepared. The contractual provisions required by "The Common Rule" will be included in all contracts and purchase orders.

## III. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is infeasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to insure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost (including the issue of reasonableness of cost) and basis for payment.

## IV. LOCALLY OWNED, MINORITY OWNED, FEMALE OWNED AND SMALL BUSINESSES

The Grantee/Subrecipient shall make and document efforts to solicit participation of locally owned, minority owned, female owned and small businesses. Where

feasible, evaluation criteria will include a factor with an appropriate weight for these firms. A list of locally owned, minority owned, female owned and small businesses and also minority businesses located within the trade region shall be maintained and utilized when issuing IFBs, RFPs and RFQs. The Grantee/Subrecipient shall also consult this list when making small purchases.

## VI. SECTION 3

Grantee/Subrecipient shall abide by its Section 3 action plan and shall, to the maximum extent feasible, as required by 24 CFR Part 135, award contracts to businesses that provide economic opportunities for low and very low-income persons residing in the project area.

## VII. CODE OF CONDUCT

### A. CONFLICTS OF INTEREST

In addition to the prohibitions set forth in 24 CFR 570.489(h) and 24 CFR 85.36(b)(3), the following prohibitions shall apply:

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### B. PENALTIES

Any elected official, employee or designated agent of the **Grantee/Subrecipient** who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the **Grantee/Subrecipient**. Furthermore, such a violation of these procurement standards is grounds for dismissal by the **Grantee/Subrecipient**.

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the Grantee/Subrecipient.

ADOPTED THIS 21<sup>st</sup> DAY OF AUGUST, 2018.

---

Brandi Harless, Mayor

## Legally Binding Agreement

This agreement entered into this 13<sup>th</sup> day of August, 2019, by and between the City of Paducah, hereinafter referred to as the Recipient, and Four River Behavioral Health, LLC., hereinafter referred to as the Participating Party. This agreement is being executed in two original contracts, each of which is deemed an original.

WHEREAS, the Recipient has entered into a Grant Agreement with the Commonwealth of Kentucky, Department of Local Government, and

WHEREAS, the payment of funds to the Recipient under the terms of the Grant Agreement is contingent upon the Participating Party contracting to undertake certain responsibilities , and

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Participating Party,

In accordance with the term of this agreement, for and in consideration of the sum of \$200,000, that \$197,500 will be paid to the Participating Party and Recipient shall retain \$2,500 for grant administration services, and in further consideration of the mutual promises and covenants hereinafter contained , IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The Recipient and Participating Party do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Grant Agreement, which agreement is incorporated herein by reference as if copied in full.

The Recipient agrees as follows:

- a) Coordinate the Request for Payment to ensure consistency with the State Account procedures establish for the KCDBG program. Administration and draw-down of grant funds and their expenditures on eligible activities.
- b) Ensure the acceptable financial management system as it pertains to finances of the KCDBG program. An acceptable systems includes, but is not limited to, cash receipts, and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principals of municipal accounting.
- c) Establish project files. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the Participating Party's files.
- d) Prepare periodic reports as it may the state of Kentucky requests pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations

incurred or to be incurred in connection therewith, and any other matters covered by this Contact.

To perform project activities as enumerated in Exhibit B of the Grant Agreement and as enumerated below:

- a) The Recipient shall provide the Participating Party with CDBG Funds for Center Point Recovery Center for operational costs, which are limited to salaries.
- b) The Recipient shall ensure that the participating Party implements the social recovery program model as outlined in the Recovery Kentucky Guidelines and application.
- c) The Recipient shall ensure that the Participating Party meets the National Objective of 51 percent low and moderate –income (LMI) benefit during the CDBG funding period.
- d) The Recipient shall ensure that the Participating Party meets all reporting requirements regarding client income data and expenditure of CDBG funds.

The Participating Party agrees as follows:

- a) Participating Party shall provide alcohol and drug recovery services in a social model setting. These programs and services include housing, detox, life skills, and other educational classes.
- b) Participating Party shall assure and grant access to employment records by the Recipient and the Commonwealth of for the sole purpose of confirming compliance with job requirements set forth in Exhibit A and CDBG benefit requirements.
- c) Participating Party shall assure that the recapture of CDBG funds will be deposited in a Revolving Fund Account (RF). Recaptured funds will be used for activities set forth in the application dated June 19, 2019. The Participating Party shall assure compliance with proper accounting and reporting requirements related thereto. The Participating Party shall obtain project approval from the Recipient for the expenditure of funds as specified in the RF document.
- d) To maintain for a period of five years following project closeout all financial records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement. Such records include, but are not limited to, ledgers, bank statements, contracts, invoices and reports.
- e) To grant access to inspect, copy, audit and examine at all reasonable times employment and financial records to any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States, for a period of up to five years following completion of the close out.
- f) To comply with all State and Federal laws and regulation pertinent to the project.

The Participating Party further agrees to the following terms and conditions:

a) That no transfer of grant funds by the Recipient to the Participating Party shall be or be deemed an assignment of grant funds, and that the Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities or interest in or under the said agreement.

b) That the Participating Party acknowledges nothing contained in the said agreement, nor is any contract between the parties hereto, nor any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship or third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or any association or relationship involving the Commonwealth.

c) That the Recipient shall not be liable to the Participating Party or any party except the Commonwealth, for the completion of, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B, of the said Grant Agreement.

d) None of the Participating Party's agents, members, officers, subcontracts, or proceeds thereof, for work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Participating Party.

e) The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department of Local Government and no project activities other than environmentally exempt activities may occur until the release is achieved.

f) Recipient, Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement, including that the Four Rivers Behavioral Health and CenterPoint Recovery Center facilities will at no time be utilized for general government purposes.

### **Legally Binding Agreement**

This Agreement being formally adopted this 13<sup>th</sup> day of August, 2018:

Recipient:

\_\_\_\_\_  
Brandi Harless, Mayor

\_\_\_\_\_  
Glenn D. Denton, Recipient Attorney

State of Kentucky  
County of McCracken

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_,

\_\_\_\_\_ by and through resolution, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
Title

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Participating Party:

\_\_\_\_\_  
Terry Hudspeth, President/CEO

State of Kentucky  
County of McCracken

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_,

\_\_\_\_\_ by and through resolution , on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
Title

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

# **Agenda Action Form Paducah City Commission**

Meeting Date: August 13, 2019

Short Title: KDLA Local Records Grant Program Application and Acceptance for the City Clerk's office - **L  
PARISH**

Category: Municipal Order

Staff Work By: Lindsay Parish, Melanie Townsend

Presentation By: Lindsay Parish

Background Information: The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah City Clerk wishes to apply for a Kentucky Department for Libraries and Archives (KDLA) grant to digitize permanent records including Ordinance Books #6-18 and Minutes Books #2-26. The grant project will also include the microfilming of Ordinance Books #23-34 and Minute Books #32-39. These are permanent records of the city. The digitized versions will be uploaded and made available for public viewing in order to improve ease of access and to safeguard the original records. The work to digitize and microfilm the records will be competitively bid according to the city's and KDLA's guidelines. No match is required. The grant amount is dependent upon the bids received.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents. Authorize and direct the Mayor to execute all required documents to accept an award if offered by KDLA.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE CITY CLERK'S OFFICE TO BE USED TO DIGITIZE AND CONVERT TO MICROFILM PERMANENT RECORDS AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT APPLICATION AND AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application for a Kentucky Department for Libraries and Archives grant through the Kentucky Local Records Branch for the Paducah City Clerk's Office to be used to digitize Ordinance Books #6-18 and Minute Books #2-26. Further this grant will be used to convert to microfilm permanent records including Ordinance Books #23-34 and Minutes Books #32-39. The amount of the grant is dependent upon the bids received by the City. No local cash or in-kind match is required. Further, the Mayor is hereby authorized to execute all documents related to the grant application.

SECTION 2. That the City of Paducah hereby accepts Kentucky Department for Libraries and Archives grant funds in the amount awarded to digitize and convert to microfilm permanent records and authorizes the Mayor to execute the grant agreement and all documents related to same.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 13, 2019

Recorded by Lindsay Parish, City Clerk, August 13, 2019

mo\grants\app and accept - Ky Dept Libraries & Archives KDLA – Clerk 08-2019

# Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2019

Short Title: 2019-2020 Edward Byrne Memorial Justice Accountability Grant (JAG) Application and Acceptance in the amount of \$11,280 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joe Hayes, Melanie Townsend

Presentation By: Brian Laird

## Background Information:

The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city has received a notice of eligibility for the amount of \$11,280.

The Paducah Police Department proposes to purchase five (5) hand held radios. Due to upgrade of the 911 system, the current radios are becoming obsolete. The total project cost is \$13,894.

There is no match required for this grant. The balance of the project of \$2,614 will be paid out of Paducah Police Department's operating funds.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents. Authorize and direct the Mayor to execute all required documents to accept the award if offered.

## Attachments:

1. app – 2019-2020 Justice Assistance Edward Byrne JAG

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN A 2019-2020 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,280.00, TO BE USED BY THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE OF HAND HELD RADIOS

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

SECTION 1. The City of Paducah hereby approves the execution of a grant application to obtain a 2019-2020 Edward Byrne Memorial Justice Accountability Grant, through the U.S. Department of Justice, in the amount of \$11,280.00, to be used by the Paducah Police Department toward the purchase of five hand held radios. This grant does not require a local cash match.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 13, 2019  
Recorded by Lindsay Parish, City Clerk, August 13, 2019  
\\mo\grants\app – 2019-2020 Justice Assistance Edward Byrne JAG

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 13, 2019

Short Title: KDLA Local Records Grant Program Application and Acceptance for the Paducah Police Department - **B LAIRD**

Category: Municipal Order

Staff Work By: Amy Travis, Melanie Townsend

Presentation By: Brian Laird

**Background Information:** The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah Police Department wishes to apply for a Kentucky Department of Libraries and Archives (KDLA) grant to digitize approximately 56 boxes of felony case files that state law requires to be stored for 80 years. The size of the boxes and files has created a lack of storage space and accessibility issues and digitizing them will allow for easier access to the file information. The work to scan and digitize the files will be competitively bid according to the city's and KDLA's guidelines (bid attached). No match is required. The grant amount is dependent upon the bids received.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Authorize and direct the Mayor to execute all required grant application documents. Authorize and direct the Mayor to execute all required documentation to accept an award if offered by KDLA.

Attachments:

1. Municipal Order
2. Invitation to Bid.Attach A.PPD

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE PURCHASE OF SERVICES RELATED TO DIGITIZING FELONY CASE FILES FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1 The City of Paducah hereby authorizes the submission of an application for a Kentucky Department for Libraries and Archives grant through the Kentucky Local Records Branch for the purchase of services related to digitizing records for the Paducah Police Department. The amount of the grant is dependent upon the bids received by the City. No local cash or in-kind match is required. Further, the Mayor is hereby authorized to execute all documents related to the grant application.

SECTION 2. That the City of Paducah hereby accepts Kentucky Department for Libraries and Archives grant funds in the amount awarded to digitize records and authorizes the Mayor to execute the grant agreement and all documents related to same.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners August 13, 2019

Recorded by Lindsay Parish, City Clerk August 13, 2019

MO\grants\app and accept Local Records KDLA Grant – digitizing records PD 8-2019



CITY OF PADUCAH  
300 South 5th Street  
P.O. Box 2267  
Paducah, KY 42002-2267  
TDD 1-800-247-2510

## INVITATION FOR BID PROPOSAL

The Office of the Paducah Police Department is applying for a Kentucky Local Records Program grant and is now accepting bid proposals for services/equipment/supplies.

### Special Conditions – See Attachment A

1. Bid proposals for micrographics services will only be considered from offerers whose laboratories are certified by the Kentucky Department for Libraries and Archives, or from offerers who use certified laboratories to process their microfilm.
2. Work must be performed in accordance with applicable policies and regulations of the Kentucky Department for Libraries and Archives as stated in 725 KAR 1:050. Microfilm produced with grant funds must be tested and approved by the Department before authorization for payment will be given.
3. Copies of digital images created as a result of this project must be supplied to the Kentucky Department for Libraries and Archives upon completion of the project and before payment is rendered.
4. Offerers will supply all required diazo copies to the Kentucky Department for Libraries and Archives of any microfilm created as a result of the project once the primary copy has cleared quality control.
5. Roll microfilm used in this project must be polyester based.
6. Micrographics services offerers must indicate the roll length that will be used and provide an estimated roll count for each line item that is accurate to within one roll.
7. Grant funds may be expended for initial quality control costs. Costs accrued from additional quality control services will be the sole responsibility of the offerer.
8. Offerers for services must make an **on-site examination** of the materials before submitting a bid proposal. Special conditions or needs (photostats, bindings, physical conditions, formats, etc.) must be taken into account before a proposal is submitted. All proposals must include the date the on-site examination was made.
9. Clarification of terms, descriptions, conditions or specifications for equipment/supplies is the sole responsibility of the offerer.
10. Bid proposals must include separate, itemized price quotes for each line item of the proposed project, or section for which the offerer is making a proposal, and a total cost of all sections bid on.
11. **Offerers must provide services or materials within the term of the grant following the beginning of the FY 2020 and subsequent availability of state funds.**
12. **Written notification from the local agency and the signed, returned obligation statement shall constitute a legal obligation on the part of the offerer to provide the services as stated.**
13. Selection of a bid proposal is contingent upon the award of the Local Records Program grant and subsequent availability of state funds.
14. Written proposals must be received no later than **2pm CDT, September 12, 2019** to be considered.

---

Signature/Title

---

Printed Name

---

Date

LR1.1

Attachment A

August 25, 2019

Project (Bid) Specifications: Paducah Police Department (PPD)

**Section I – Scanning/Digitizing Paper Records**

1. Scan/digitize approximately 295K pages (Approximately 115 cubic feet of paper records or 59 mixed sized boxes) – Felony Investigation Files, L6669
  - o Electronic Arrangement (Mirror Boxes) - Electronic files must be foldered and subfoldered just as they currently are arranged as paper files, i.e., foldered by box number, thereby subfoldered chronological by case folders. Each image must be searchable (OCR, or other). Documents are to be repacked in boxes maintaining original numeric and chronological order.
  - o Documents (boxes) must be picked up from, and returned to, facility storage shelving at PPD.
  - o Vender must provide both physical and electronic document access to PPD for the entirety of project (while paper documents are off-site being converted).
2. Provide scanned images on an external portable media in a format preferred by PPD. E.g., Vender provides PDF images on an external hard-drive.
3. Provide copies of scanned images to Kentucky Department of Library & Archives on an external portable media.

**Section II – Miscellaneous Equipment (boxes)**

1. Repack each set of records as originally marked/identified (per box label) into new one (1) cubic foot archival boxes. Some records will need to go from a single box to multiple boxes, in these cases boxes must be identified as box 1 of 2, 2 of 2, etc. Grantee must approve storage boxes. (preferred box size is 1 cubic foot and of archival quality. PPD will provide box labels for vender to use)

***NOTE: It is the sole responsibility of the prospective bidder to evaluate box conditions, sheet sizes, sheet/page counts, location pickup and delivery, record arrangement, and any other aspect of this bid not explicitly expressed in these specifications.***

IF YOU DO NOT WISH TO BID, PLEASE SUBMIT A NO BID.

**Bids must be returned no later than 2pm CDT, September 12, 2019 to:**

**Paducah City Clerk  
300 South Fifth Street, 2<sup>nd</sup> Floor  
PO Box 2267  
Paducah, KY 42002-2267**

**\*\*MARK ENVELOPE WITH "BID: PPD RECORDS"\*\*\***

To arrange an onsite review and/or for questions, please contact:

Amy Travis, Records Manager  
Phone: (270) 444-8547  
Email: [atravis@paducahky.gov](mailto:atravis@paducahky.gov)

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

**Short Title:** Authorize Matching Funds in an amount of \$50,000 for Sprocket, Inc. for the RISE Program - **J ARNDT**

**Category:** Municipal Order

**Staff Work By:** James Arndt

**Presentation By:** James Arndt

**Background Information:** On May 14, 2019, the City Commission authorized a monetary contribution to Sprocket, Inc. to be solely applied as a qualified local match for the Kentucky Cabinet for Economic Development's Innovation Office RISE CapX Grant in the amount of \$150,000. This Municipal Order will authorize an additional \$50,000 to Sprocket and will be payable in one lump sum installment, upon receipt of documented evidence that the RISE CapX Grant was successfully issued to Sprocket. Sprocket will use the grant money to construct and furnish 8,000 square feet of co-working and business start-up incubator maker space within their facility located at 3121 Broadway in Paducah, Kentucky.

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

**If yes, please list the Action Step Item Codes(s):** E-8

**Funds Available:** Account Name: Economic Development Contingency

Account Number: 24000401 523070

**Staff Recommendation:** To authorize the City Manager to make the monetary contribution to Sprocket in the amount of \$50,000 as matching funds for the Kentucky Cabinet for the RISE Program.

**Attachments:**

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO MAKE A MONETARY CONTRIBUTION FOR ECONOMIC DEVELOPMENT TO SPROCKET, INC, IN THE AMOUNT OF \$50,000, TO BE USED AS ADDITIONAL LOCAL MATCHING FUNDS FOR THE KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT'S INNOVATION OFFICE REGIONAL INNOVATION FOR STARTUPS AND ENTREPRENEURS (RISE) PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized to make an additional \$50,000 cash contribution to Sprocket, INC to be solely applied as a qualified local match for the Kentucky Cabinet for Economic Development's Innovation Office RISE CapX Grant in one lump sum installment, upon receipt of documented evidence that the RISE CapX Grant was successfully issued to Sprocket, Inc. for the creation of 8,000 square feet of co-working and business start-up incubator maker space within their facility located at 3121 Broadway in Paducah, Kentucky. With the additional \$50,000 cash contribution Paducah's total contribution from Fiscal Year 2019 and Fiscal Year 2020 will be \$200,000.

SECTION 2. The RISE CapX Grant will be used for both construction of and the furnishing of the maker space located in the undeveloped warehouse space of the former Coca-Cola plant.

SECTION 3. This \$50,000 expenditure shall be charged to 24000401 523070 Other Contractual Service (Set Aside Reserve for Economic Development Incentives) in the Investment Fund.

SECTION 4. This Municipal Order shall be effective from and after the date of its adoption.

---

Mayor

ATTEST:

---

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 13, 2019

Recorded by Lindsay Parish, City Clerk, August 13, 2019

\mo\Sprocket – Local Matching Funds for RISE CapX Grant \$50,000 Addition

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

Short Title: Repeal Code of Ordinances Chapter 78 Personnel Section 5 Grievances - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

**Background Information:** The City implemented Administrative Policy HR43 Employee Concerns to establish and define the process through which workplace concerns not governed under a collective bargaining agreement or departmental workplace policies may be addressed and resolved for all employees of the City. Therefore, this ordinance is being repealed and employees shall be directed to follow the process outlined in the Employee Concerns policy.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Repeal Code of Ordinances Chapter 78 Personnel Section 5 Grievances

Attachments:

1. Ordinance

ORDINANCE NO. 2019-\_\_\_\_-\_\_\_\_\_

**AN ORDINANCE REPEALING CHAPTER 78, SECTION 78-5,  
GRIEVANCE PROCEDURES, OF THE CODE OF ORDINANCES OF THE CITY OF  
PADUCAH, KENTUCKY**

WHEREAS, the City Manager implemented Administrative Policy HR43 Employee Concerns to establish and define the process through which workplace concerns not governed under a collective bargaining agreement or departmental workplace policies may be addressed and resolved for all employees of the City; and

WHEREAS, this ordinance is being enacted to repeal Code Section 78-5 in its entirety and employees shall be directed to follow the process outlined in the Employee Concerns policy.

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

**SECTION 1.** That Section 78-5, Grievance Procedures, of Chapter 78, Personnel, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby repealed in its entirety:

~~Sec. 78-5. — Grievance procedures.~~

~~(a) — Generally.~~

~~(1) — Applicability. Any employee of the City may use the procedure set forth in subsection (a)(2) of this section whenever the employee has a grievance arising out of employment with the City, except those covered by a collective bargaining agreement who may use this procedure only for those issues not grievable under the grievance procedure of the collective bargaining unit.~~

~~(2) — Procedure established. The following formal grievance procedure is hereby established:~~

~~a. — First step. The employee and/or authorized representative shall present the employee's grievance, in writing, to the employee's immediate supervisor. If the matter is not satisfactorily settled within one (1) working day, the grievance shall move to the second (2nd) step.~~

~~b. — Second step. The employee and/or authorized representative shall present the grievance, in writing, to the employee's department director. If the matter is not satisfactorily settled within three (3) working days, the grievance shall move to the third (3rd) step.~~

~~c. — Third step. The employee and/or authorized representative shall present the grievance, in writing, to the City Manager. The action taken by the City Manager shall be final.~~

~~(b) — Exceptions. Subsection (a) of this section does not affect civil service rights. Nothing contained in subsection (a) of this section shall be construed to amend, repeal or~~

~~contravene any ordinances or laws relating to rights and privileges of civil service employees of the City.~~

**SECTION 2. SEVERABILITY.** That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not effect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, and provision, hereof separable from all other sections, paragraphs and provisions.

**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.

\_\_\_\_\_  
Mayor Brandi Harless

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 23, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\78-Repeal Grievance Procedures

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

Short Title: Approve JSA Easement between Hansen Road and Pecan Drive - **JOHN HODGES**

Category: Ordinance

Staff Work By: John Hodges

Presentation By: John Hodges

**Background Information:** The Paducah McCracken County Joint Sewer Agency (JSA) is proposing to construct a 3MG wet weather tank on property purchased by JSA between Hansen Road and Pecan Drive. The tank is a necessary project to achieve compliance concerning wet weather with the Kentucky Division of Water (DOW). In order to construct the project, a small easement is required from property owned by the City of Paducah. The easement is necessary to connect an existing sanitary sewer interceptor line to the tank. All private easements are complete. The permanent easement required is approximately 1,500 square feet (0.03 acres). The easement document, associated easement exhibit, and two drawings showing the easement location are included.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Approve the easement for JSA at Hansen Road and Pecan Drive.

**Attachments:**

1. Ordinance
2. cityeasement (002)
3. Perkins Site Plan Easement Layout

ORDINANCE NO. 2019-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED BETWEEN HANSEN ROAD AND PECAN DRIVE IN ORDER TO ALLOW FOR THE CONNECTION OF AN EXISTING SANITARY SEWER INTERCEPTOR LINE TO A WET WEATHER TANK

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Sanitary Sewer Easement and Temporary Construction Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency , as attached hereto and made part hereof, Exhibit 1, for and in consideration of One dollar and no cents (\$1.00) for an area located between Hansen Road and Pecan Drive, and being more particularly described as follows:

**SANITARY SEWER EASEMENT**

A strip of land 30 feet in width, lying adjacent to and parallel with the Grantor's north property line as further described below:

Being a 30 foot wide sanitary sewer easement as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated August 30, 2010, as recorded in Deed Book 1195, Page 33, in the McCracken County Clerk's Office.

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 10 foot wide temporary construction easement immediately adjacent to the sanitary sewer easement as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated August 30, 2010, as recorded in Deed Book 1195, Page 33, in the McCracken County Clerk's Office.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 13, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\\ord\Sanitary Sewer and Temporary Construction Easement Joint Sewer Agency JSA

# Exhibit 1

## SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called "Grantor(s)"(whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2019, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called "Grantee";

### W I T N E S S E T H :

That for and in consideration of **One dollar and no cents (\$1.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

### SANITARY SEWER EASEMENT

A strip of land 30 feet in width, lying adjacent to and parallel with the Grantor's north property line as further described below:

Being a 30 foot wide sanitary sewer easement as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated August 30, 2010, as recorded in Deed Book 1195, Page 33, in the McCracken County Clerk's Office.

The grant of this easement is subject to existing easements for roads and other utilities. Grantee shall, at its expense, repair all damage and surface damage to Grantor(s)' property occasioned by the construction of the sanitary sewer lines, mains, drains, and appurtenances, and by its use of the easement areas and occurring within one year of completion of installation of the sanitary sewer referred to herein, including, but not limited to grading,

filling, compacting, leveling, sodding, and seeding as may be reasonably required to mitigate erosion as mutually agreed upon by both Grantor and Grantee.

In consideration of the aforementioned premises, Grantor(s) also grant, bargain, sell, transfer and convey unto Grantee, a temporary construction easement with the right to use same for all purposes necessary, proper, and convenient in the construction of the sanitary sewer lines, mains, drains and appurtenances. Said temporary construction easements shall be described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Being a 10 foot wide temporary construction easement immediately adjacent to the sanitary sewer easement as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated August 30, 2010, as recorded in Deed Book 1195, Page 33, in the McCracken County Clerk's Office.

This temporary construction easement shall be in force during the construction period of the sanitary sewer lines, mains, drains and appurtenances and at the completion of the public improvements, said temporary easements shall terminate and the land shall revert to the Grantor(s) and all interest conveyed herein shall cease.

The aforesaid sanitary sewer easements are perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCracken County  
JOINT SEWER AGENCY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by \_\_\_\_\_ (name), \_\_\_\_\_ (title), an authorized agent for the City of Paducah, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:\_\_\_\_\_.

WITNESS my hand and notarial seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State at Large

Notary ID# \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by \_\_\_\_\_ (name), \_\_\_\_\_ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:\_\_\_\_\_.

WITNESS my hand and notarial seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

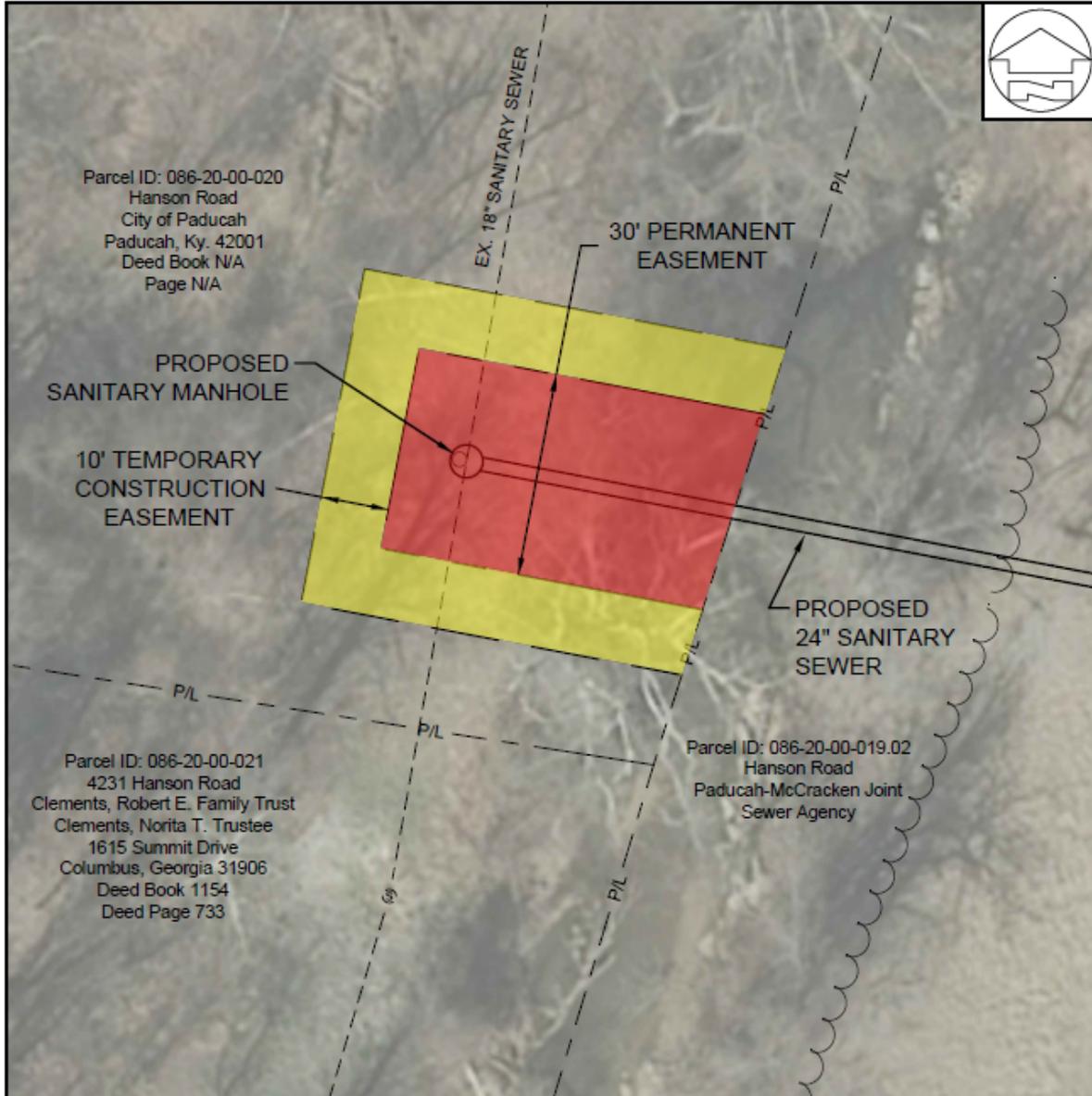
\_\_\_\_\_  
Notary Public, State at Large

Notary ID# \_\_\_\_\_

This instrument was prepared by:

\_\_\_\_\_  
Denton Law Firm, PLLC  
P. O. Box 969  
Paducah, Kentucky 42002-0969

# Exhibit A



Parcel ID: 086-20-00-020  
 Hanson Road  
 City of Paducah  
 Paducah, Ky. 42001  
 Deed Book N/A  
 Page N/A

PROPOSED  
 SANITARY MANHOLE

10' TEMPORARY  
 CONSTRUCTION  
 EASEMENT

30' PERMANENT  
 EASEMENT

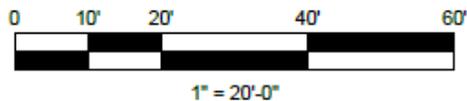
PROPOSED  
 24" SANITARY  
 SEWER

Parcel ID: 086-20-00-021  
 4231 Hanson Road  
 Clements, Robert E. Family Trust  
 Clements, Norita T. Trustee  
 1615 Summit Drive  
 Columbus, Georgia 31906  
 Deed Book 1154  
 Deed Page 733

Parcel ID: 086-20-00-019.02  
 Hanson Road  
 Paducah-McCracken Joint  
 Sewer Agency



engineering | architecture | geospatial



PROPERTY OWNER:  
 City of Paducah

PROPERTY ADDRESS:  
 Hanson Road

DEED BOOK / PAGE NO.  
 1195 / 33

PARCEL NO.  
 086-20-00-020

PROJECT:  
 Perkins-Crooked Creek Wet Weather Storage Facility

GRW PROJECT No.:  
 4744

DATE:  
 May 9, 2019



Z09\_0008042

Z09\_0008043

Z09\_0065010

JSA Property

Z09\_00

Z09MH1377

Z09\_0065011

65012



FILE NAME: G:\4744-Perkins WWT\Working Drawings\AutoCAD\4744-CS-00-101.dwg  
 PRINTED: 3/21/2019 @ 2:25PM  
 PLOTTED BY: lbriggs

086-20-00-020  
Hanson Road  
City of Paducah  
Paducah, Ky. 42001  
N/A  
N/A

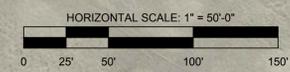
086-20-00-021  
4231 Hanson Road  
Clements, Robert F. Family Trust  
Clements, Norita T. Trustee  
1615 Summit Drive  
Columbus, Georgia 31906  
Deed Book 1154  
Deed Page 733

087-10-01-003  
3925 Hanson Road  
Adams, Thomas B. & Jean Marie  
3925 Hanson Road  
Paducah, Ky. 42001  
Deed Book 513  
Deed Page 522



- PROPOSED INFLUENT DIVERSION STRUCTURE
- PROPOSED PUMP STATION
- PROPOSED EFFLUENT CONTROL VAULT
- PROPOSED VALVE VAULT
- PROPOSED FLOW METER VAULT
- PROPOSED 3.0 MILLION GALLON WET WEATHER STORAGE TANK

- FEMA 100 YEAR FLOOD PLAIN
- WETLAND (TO BE STAKED OUT AND NOT DISTURBED BY CONTRACTOR)



PRELIMINARY

GRW PROJECT NO. 4744

ALL RIGHTS RESERVED:  
 THIS DOCUMENT IS THE PROPERTY OF  
 GEOSPATIAL ARCHITECTURE | geospatial  
 BE REPRODUCED IN WHOLE OR IN PART  
 WITHOUT WRITTEN PERMISSION  
 OTHER THAN THIS SPECIFIC PROJECT

engineering | architecture | geospatial  
 www.grwinc.com

PRELIMINARY SITE LAYOUT

PERKINS-CROOKED CREEK WET WEATHER STORAGE TANK

PADUCAH-MCCRACKEN JOINT SEWER AGENCY

NO.	REVISIONS	DATE	BY	TDB					
					DESCRIPTION	DESIGNED	DRAWN	REVIEWED	APPROVED

DATE: FEBRUARY 2019

SCALE: 1" = 50'

SHEET NO.

CS-00-101

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

Short Title: Amend Code of Ordinances Section 2-315 to Lower the Age Qualification For Firefighters - **S KYLE**

Category: Ordinance

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information: The current age qualification is twenty-one (21). Hiring pools have diminished over the years and by lowering the age qualification to nineteen (19), we hope to attract additional applicants.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:

Account Number:

Staff Recommendation: Lower the age qualification to nineteen (19).

Attachments:

1. Ordinance

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2  
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

**WHEREAS**, the City of Paducah's Fire Department is understaffed;

**WHEREAS**, as a matter of public safety, the Fire Department requires additional firefighting personnel to ensure expeditious response to emergencies within City limits;

**WHEREAS**, by lowering the age qualification, the City hopes to attract additional applicants and hire additional firefighters sufficient to meet the City's needs;

**WHEREAS**, Chapter 2 of the Paducah Code of Ordinances must be amended to lower the age qualification for firefighters in the Paducah Fire Department.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

Sec. 2-315. – Firefighter training and qualifications; appointee probationary period.

[...]

(b) *Qualifications for employment.* No person shall be employed as an appointee for employment as a firefighter in the Fire Department who does not possess the following qualifications and comply with the following requirements:

- (1) They must be able to read, write and understand the English language and must be a high school graduate or hold a certificate of high school equivalence issued on the basis of a successful completion of the General Educational Development Test administered and approved under the supervision of the United States Armed Forces Institute, or a recognized institute of higher learning, or the state.
- (2) They must be at least [~~twenty-one (21)~~] nineteen (19) years of age.
- (3) They must be a person of sobriety and integrity who at all times has been an orderly law-abiding citizen.
- (4) They must be able to identify the colors of red, green and yellow.
- (5) They must have standard visual acuity, without correction, not less than 20/40 in one eye, and 20/100 in the other eye; and, with correction, not less than 20/20 in one eye, and 20/40 in the other eye.
- (6) They must have a valid driver's license. The firefighter candidate recruit qualifications and selection procedure manual, a copy of which is on file with the City Clerk, shall be a part of this Code to the same effect as if set out in full herein.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_, 2019

Recorded by the City Clerk, \_\_\_\_\_, 2019

Published by *The Paducah Sun*, \_\_\_\_\_, 2019

ORD\2-315 Amend Firefighter Minimum Age

Ordinance prepared by Stacey Blankenship

231241

# Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2019

Short Title: Change Orders #6 & #7: City Hall Phase I Improvement Construction Project in the amount of \$5,686.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

## Background Information:

As a part of the City Hall Rehabilitation Project, Change Order #6 & #7 are recommended for a net increase in the project of \$5,686.00, adjusting the total construction project from \$4,165,285.00 to a final project amount of \$4,170,971.00.

Change Order #6 includes one item that is recommended as follows:

1. Plants purchased, not needed and unable to return : \$(960.00)

Change Order #7 includes one item that is recommended as follows:

1. EPDM Pond Liners for atrium planters: \$6,646.00  
When soil was removed from the atrium planters, it was discovered that the proposed waterproofing method could not be utilized. An alternative method of waterproofing using a waterproof membrane to line the atrium planters in order to prevent leakage was installed.

**Net Total for Change Order #6 & #7: \$5,686**

These change orders represent the final adjustments to the project and will result in closeout of the project.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: City Hall Phase I Improvements

Account Number: PF0076

## Staff Recommendation:

Authorize the Mayor to accept and execute Change Orders #6 & #7 and any associated documents. Authorization increases A&K Construction's contract by \$5,686.00. The approval of the change orders will increase the total current contract amount of \$4,165,285.00 to \$4,170,971.00 and will finalize the project.

Attachments:

1. Ordinance
2. COR# 6
3. COR #7
4. 2019-5-15 COR 26 Interior Plant Credit

ORDINANCE 2019-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE APPROVING CHANGE ORDERS NO. 6 & 7 WITH A & K CONSTRUCTION FOR A PRICE INCREASE IN THE AMOUNT OF \$5,686.00 FOR THE CITY HALL PHASE I PROJECT

WHEREAS, the City Commission approved Ordinance No. 2018-1-8512 on January 23, 2018, to enter into a contract with A & K Construction in the total amount of \$4,293,781.00 for the City Hall Phase I Project; and

WHEREAS, the City Commission approved Ordinance No. 2018-7-8538 on July 10, 2018, which reduced the contract by \$206,381.00, for a total contract price of \$4,087,400.00; and

WHEREAS, the City Commission approved Ordinance No. 2018-7-8541 on July 24, 2018, which increased the contract by \$16,836 for a total contract price of \$4,104,236; and

WHEREAS, the City Commission approved Ordinance No. 2018-8-8545 on August 28, 2018, which increased the contract by \$63,854.00, for a total contract price of \$4,168,090.00; and

WHEREAS, the City Commission approved Ordinance No. 2018-8-8546 on August 28, 2018, which increased the contract by \$154,193.00 for a total contract price of \$4,322,283; and

WHEREAS, the City Commission approved Municipal Order No. 2204 on January 22, 2019 which decreased the contract by \$156,998.00, for a total contract price of \$4,165,285.00; and

WHEREAS, it is now necessary to approve Change Order No. 6 which decreases the contract cost by \$960.00 for plants that were purchased and not needed and approve Change Order No. 7 which increases the contract by \$6,646.00 for EPDM Pond Liners for the atrium planters for a net increase to the contract in the amount of \$5,686.00, and a total contract price of \$4,170,971.00.

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

SECTION 1. The Mayor is hereby authorized to execute Change Orders No. 6 & 7 with A & K Construction and all related documents for an overall price increase in the

amount of \$5,686.00 for the City of Paducah's City Hall Phase I Project, henceforth, increasing the total contract price to \$4,170,971.00.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, Paducah City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

ord\eng\chgord 6 & 7-City Hall Phase I Project increase

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

**Short Title:** Authorize an Interlocal Agreement with McCracken County, the Paducah Convention and Visitors Bureau, the Julian Carroll Convention Center, and the McCracken County Tourism Sports Commission - **J ARNDT**

**Category:** Ordinance

**Staff Work By:** James Arndt

**Presentation By:** James Arndt

**Background Information:** This Ordinance authorizes the Mayor to enter into a five-way interlocal agreement with community partners. The agreement includes assurances for our municipal bond holders for the 2010 debt issuance and for our financing lease issued in 2017. The agreement assures the continued collection of 2% transient room tax for the retirement of tourism related municipal debt by the County Treasurer. The agreement also empowers the newly created Sports Commission to pursue long term development, design, construction, operation, maintenance, sales, and marketing of tournament worthy sports facilities.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

If yes, please list the Action Step Item Codes(s):

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Authorize the execution of the Interlocal Agreement

**Attachments:**

1. Ordinance & Agreement

ORDINANCE NO. 2019-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE  
PADUCAH- MCCRACKEN COUNTY TOURIST AND CONVENTION COMMISSION, THE  
PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, AND  
THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ESTABLISH  
RESPECTIVE RIGHTS AND DUTIES RELATED TO TOURISM, CONVENTION, AND  
RECREATION ACTIVITIES AND TO MEMORIALIZE ARRANGEMENTS FOR THE  
ALLOCATION OF THE TRANSIENT ROOM TAXES WITHIN THE CITY OF PADUCAH  
AND MCCRACKEN COUNTY

WHEREAS, the parties have jointly and cooperatively determined that it is in the best interest of all concerned to create, by separate action, an independent, county- established Convention and Visitors Bureau to be called the McCracken County Sports Tourism Commission ("the Sports Commission") to fund recreational activities and projects; and

WHEREAS, the parties previously, in 1970, jointly and cooperatively created the current and existing Bureau, which has become an awarding-winning and accredited commission promoting recreational, convention and tourist activities; and

WHEREAS, the parties have jointly and cooperatively worked to create, finance, expand, and promote the Paducah Convention and Expo Center owned and operated by the Corporation, and wish to continue to do so; and

WHEREAS, the parties now wish to establish their respective rights and duties in connection within the tourism, convention, and recreation activities within the City of Paducah

and McCracken County and to memorialize their arrangements for the allocation of the transient room taxes in order to provide for the orderly payment and retirement of existing liabilities and to provide for the orderly payment and allocation of the taxes collected; and

WHEREAS, in connection with the proposed actions herein, it is necessary for the City, the County, the Bureau, and the Corporation to enter into this Agreement as authorized by Kentucky Revised Statutes (KRS) 65.210 through 65.314, as amended;

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

SECTION 1. That the Board of Commissioners of the City of Paducah, Kentucky, hereby approves an Interlocal Agreement between the City of Paducah, Kentucky ("the City"), the County of McCracken, Kentucky ("the County"), the Paducah- McCracken County Tourist and Convention Commission ("the Bureau") and the Paducah-McCracken County Convention Center Corporation ("the Corporation") and the McCracken County Sports Tourism Commission (the "Sports Commission")., in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Interlocal Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved.

SECTION 2. The Mayor of the City of Paducah is hereby authorized to execute the Interlocal Agreement approved in Section 1 above.

SECTION 3. 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 4. 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 5. All ordinances, resolution, 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 6. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Brandi Harless, 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 City – County – Convention & Visitors Bureau CVB - Sports Commission –  
Convention Center 8-2019

EXHIBIT A  
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among the **CITY OF PADUCAH, KENTUCKY** ("the City"), the **COUNTY OF McCRACKEN, KENTUCKY** ("the County"), the **PADUCAH- McCRACKEN COUNTY TOURIST AND CONVENTION COMMISSION** ("the Bureau") and the **PADUCAH-McCRACKEN COUNTY CONVENTION CENTER CORPORATION** ("the Corporation") and the **McCRACKEN COUNTY SPORTS TOURISM COMMISSION** (the "Sports Commission").

**WHEREAS**, the parties have jointly and cooperatively determined that it is in the best interest of all concerned to create, by separate action, an independent, county-established Convention and Visitors Bureau to be called the McCracken County Sports Tourism Commission ("the Sports Commission") to fund recreational activities and projects; and

**WHEREAS**, the parties previously, in 1970, jointly and cooperatively created the current and existing Bureau, which has become an awarding-winning and accredited commission promoting recreational, convention and tourist activities; and

**WHEREAS**, the parties have jointly and cooperatively worked to create, finance, expand, and promote the Paducah Convention and Expo Center owned and operated by the Corporation, and wish to continue to do so; and

**WHEREAS**, the parties now wish to establish their respective rights and duties in connection within the tourism, convention, and recreation activities within the City of Paducah and McCracken County and to memorialize their arrangements for the allocation of the transient room taxes in order to provide for the orderly payment and retirement of existing liabilities and to provide for the orderly payment and allocation of the taxes collected; and

**WHEREAS**, in connection with the proposed actions herein, it is necessary for the City, the County, the Bureau, and the Corporation to enter into this Agreement as authorized by Kentucky Revised Statutes (KRS) 65.210 through 65.314, as amended;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AMONG THE PARTIES, IT IS AGREED AS FOLLOWS:**

**ARTICLE I - THE BUREAU**

**Section 1.1 - County Withdrawal:** The McCracken County Fiscal Court, by its own unilateral action, will take official action to withdraw from the jointly-created Paducah-McCracken County Tourist and Convention Commission, effective September \_\_\_\_\_, 2019.

**Section 1.2 - City Acceptance:** Upon notice of the County's withdrawal, the City will pass a city ordinance to accept and assume the current and existing Bureau, along with all of its assets, liabilities, and employees, and establish it as the City of Paducah's Tourist and Convention Commission. The City will repeal, amend, and/or revise its ordinances, resolutions, and all amendments and supplements thereto governing its relationship with the Bureau to reflect its sole sponsorship thereof, and will continue its awarding-winning and accredited work promoting recreational, convention, and tourist activities.

**Section 1.3 - Legal Entity:** As the Bureau is already established and exists with taxpayer identification numbers and all other corporate formalities, it is the express intent of the parties that the status of the legal entity shall not change. The City's revised ordinances will reflect acceptance of the same board members, same employees, same personnel and employment benefits, same contracts, same vendors, same assets, and same liabilities as are currently held by the Bureau. The only changes will be that future board members will be appointed by the City only, in compliance with state statutes, and funded by the City Room Tax, in compliance with state statutes.

**Section 1.4 - Purpose:** The Bureau will continue to undertake any activity permitted by statute, and will continue its current focus and work on all tourism-related activity in the County, including sports and recreation.

## **ARTICLE II- THE SPORTS COMMISSION**

**Section 2.1 - The Sports Commission:** The McCracken County Fiscal Court will establish the McCracken County Sports Tourism Commission pursuant to KRS 91A.350, et seq.

**Section 2.2 - Purpose:** The Sports Commission may undertake any activity permitted by statute; however, its primary focus will be sports tourism. It will pursue a sports commission accreditation.

**Section 2.3 - Intent to be bound:** The parties intend for the Sports Commission to be bound and become a party to this Agreement. After formation, the Parties and the Sports Commission will authorize and execute an Amendment making the Sports Commission a party to this agreement and agreeing to be bound by same.

## **ARTICLE III - DECLARATION OF PUBLIC POLICY**

**Section 3.1 - Declaration:** The parties hereby declare that it is in the best interest of each to cooperate in focusing their tourism, convention, and recreation efforts, and in developing the new sports attractions discussed herein. This is to be declared a public project, for public purposes, as defined in the Kentucky Revised Statutes. In accordance with this declaration, the parties have entered into this Agreement pursuant to the

provisions of the Interlocal Act, so that the public policy goals herein may be realized by the parties.

**Section 3.2 - Cooperation and Collaboration:** It is the express intent of the parties that the Bureau, the Sports Commission, and the Corporation shall work cooperatively and shall collaborate on projects related to the attraction, retention, and promotion of tourism, convention, and recreational activities and facilities. The parties agreed that a representative from each shall hold quarterly meetings to discuss cooperation and collaboration. It is anticipated that the Sports Commission and the Bureau will discuss the possibility of the Bureau initially mentoring the Sports Commission as it begins its program of work and management. However, nothing in this paragraph or agreement is intended to alter the Kentucky statutory framework (KRS 91A.350 through KRS 91A.390) of management of either the City's Bureau or the County's Sport Tourism Commission.

**Section 3.3 - City's Current Request for Qualification:** The City has advertised a Request for Qualifications for the Development of Athletic Fields and Associated Facilities to develop designs for construction. This RFQ notes that that the working designs/plans must be acceptable to the City and the County with a working group including both City and County representatives. The Sports Commission will also be included.

**Section 3.4 - Sports Complex:** The parties agree that the Sports Commission will pursue the long term development, design, construction, operation, maintenance, sales and marketing of tournament worthy sports facilities which will attract out-of-town tourists to our community. It is anticipated that the Sports Commission will consider, with input from the parties, both the short term and long term development and/or purchase of facilities which could service the tourism aspects of the following sports, including but not limited to, baseball, soccer, softball and volleyball (alphabetically and not in priority.)

#### **ARTICLE IV - COUNTY ROOM TAX**

**Section 4.1 - County Room Tax:** The Fiscal Court of the County shall take all actions necessary to cause the County to levy the County Room Tax on all Room Rents within the County's jurisdictional boundaries during the term of this Agreement. For so long as this Agreement is in effect, all County Room Tax Revenues shall be applied as follows:

- 33.33% (constituting Convention Center Room Tax Revenues) shall be deposited in the Bond Payment Fund in accordance with ARTICLE VII hereof;
- 16.67% shall be transferred to a convention center operating in McCracken County and designated by the McCracken County Fiscal Court as the County Convention Center; and
- 50.00% shall be transferred to the Sports Commission and applied by the

Sports Commission for the purposes set forth herein.

<b>Agency</b>	<b>Transient Room Tax</b>	<b>Distribution Percentage</b>
McCracken County Sports Tourism Commission	3%	50%
Convention Center and Fine Arts Center Escrow Account	2%	33.33%
Convention Center operating in McCracken County and designated by the McCracken County Fiscal Court as the County Convention Center	1%	16.67%
<b>TOTALS</b>	<b>6%</b>	<b>100%</b>

Notwithstanding any other provision of this Agreement, the County shall levy, collect, and apply the Convention Center Room Tax as set forth herein for so long as the Series 2010 Bonds or the Series 2017 Financing Lease, or any obligations issued by the City to refund or refinance either or both of the same, are owed by the City or outstanding.

#### **ARTICLE V - CITY ROOM TAX**

**Section 5.1 - City Room Tax:** The City shall take all actions necessary to cause the City to levy the City Room Tax on all Room Rents within the City's jurisdictional boundaries during the term of this Agreement. For so long as this Agreement is in effect, all City Room Tax Revenues shall be applied as follows:

- 75.00% shall be transferred to the Bureau and applied by the Bureau as set forth herein; and
- 25.00% shall be transferred to the Corporation and applied by the Corporation for the purposes set forth herein.

<b>Agency</b>	<b>Transient Room Tax</b>	<b>Distribution Percentage</b>
Convention and Visitors Bureau Paducah	3%	75%
Convention Center Corporation	1%	25%
<b>TOTALS</b>	<b>4%</b>	<b>100%</b>

## **ARTICLE VI - COLLECTION OF ROOM TAX**

**Section 6.1 - Collection:** The parties agree that the City Room Tax and the County Room Tax will be collected and handled by the McCracken County Treasurer, and enforcement will be handled by the McCracken County Attorney's office. The McCracken County Treasurer will receive and disburse the City Room Tax Revenues and the County Room Tax Revenues to the designated recipients thereof.

**Section 6.2 - Effective Date:** The parties agree that the effective cut-off date for the distribution of the transient room tax monies pursuant to the 2010 Interlocal Cooperation Compact shall be the 1st day of October, 2019. The parties also acknowledge that there is a two-month lag in the reporting and collection of the current transient room tax revenues. Accordingly, all monies due and owing prior to the effective date must be distributed in the same manner as was done before the imposition of the City Room Tax and the County Room Tax and allocations as set forth herein.

## **ARTICLE VII - CURRENT CONTRACTS AND LIABILITIES**

The parties hereby acknowledge and agree that none of the terms described in this Agreement are intended to modify the substance of the existing agreements and arrangements among two or more of the parties regarding the payment of and the security for the Series 2010 Bonds and the Series 2017 Financing Lease. Given, however, that the financial support for the Bureau will change from the County to the City as a result of this Agreement, the parties hereby agree, for the purpose of maintaining such existing agreements and arrangements:

(a) That the rights, duties, and obligations of the County, the City, and the Bureau under the 2010 Interlocal Cooperation Compact are hereby acknowledged and affirmed except to the extent such Compact is hereby amended and supplemented in accordance with the terms of conditions of the immediately following subsection (b). The County, the City, and the Bureau hereby agree and acknowledge that the amendments and supplements contained in the immediately following subsection (b) are not intended to substantively change the obligations of the County, the City, and the Bureau with respect to the funding of Debt Service for the Series 2010 Bonds, but to reaffirm their respective obligations in light of the parties' actions with respect to the Bureau reflected herein.

(b) That for so long as the Series 2010 Bonds remain outstanding under the Series 2010 Ordinance:

(i) The County shall levy the Convention Center Room Tax and shall remit all Convention Center Room Tax Revenues to the City to pay Debt Service for the Series 2010 Bonds. The City shall deposit all Convention Center Room Tax Revenues in the Bond Payment Fund and shall apply, or shall cause the Paying Agent to apply, all

Convention Center Room Tax Revenues to the payment of Debt Service for the Series 2010 Bonds.

(ii) If the sum of Convention Center Room Tax Revenues deposited in the Bond Payment Fund five Business Days before any Debt Service Payment Date are insufficient to pay Debt Service on the immediately following Debt Service Payment Date, the City, the County, and the Bureau shall each deposit monies in the Bond Payment Fund, or cause monies to be deposited in the Bond Payment Fund, in amounts equal to one third of the Deficiency determined as of such date.

(iii) If either the City or the Bureau fails to deposit the full amount required on any date pursuant to subsection (ii) above, the County shall deposit any additional amount needed before the applicable Debt Service Payment Date to permit the Paying Agent to pay the full amount of Debt Service due on such Debt Service Payment Date provided that such payment, when combined with all such prior payments by the County hereunder, do not exceed the principal balance of the County Series 2010 GO Note.

(c) That the rights, duties, and obligations of the City and the County under the 2017 Interlocal Cooperation Agreement are hereby acknowledged and affirmed with respect to the Series 2017 Financing Lease.

#### **ARTICLE VIII - DURATION; AMENDMENTS**

This Agreement will become operational-and will have force and effect-upon its execution and approval by the Department for Local Government (pursuant to KRS 65.260) and the filing of this Agreement with the McCracken County Clerk. The duration of this Agreement will be from its effective date through (and including) the fiscal year end after all current and new financing obligations incurred by the parties are paid in full, whereupon this Agreement may be deemed terminated.

#### **ARTICLE IX - NON-LIABILITY OF OFFICERS AND EMPLOYEES**

No officer or employee of the City or County may be subjected to any personal liability for any debt or contract created by this Agreement, nor resulting from it.

#### **ARTICLE X - NATURE OF AGREEMENT**

The City and County 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 or the County in their governmental operations. Furthermore, the execution of this Agreement will not constitute a waiver of any defense or immunity to which the City or County would otherwise be entitled under any applicable law.

## **ARTICLE XI - TERMINATION**

This Agreement may only be completely terminated or modified only by agreement and joint action of the City and the County. Termination of the Agreement shall not affect the legal status or standing of the Bureau, Corporation or Sports Commission, and each shall retain its own assets and property. Notwithstanding the foregoing, this Agreement may not be terminated for so long as the Series 2010 Bonds or the Series 2017 Financing Lease, or any obligations issued by the City to refund or refinance either or both of the same, are owed or outstanding.

Upon the retirement and payment in full of all bonds, financing leases and/or any other long term debts or liabilities this Agreement may be terminated through unilateral action by either the City or the County upon giving one year's written notice to all parties.

## **ARTICLE XII - DEFINITIONS**

Capitalized terms used not otherwise defined in this Agreement shall have the following meanings:

"Bond Payment Fund" means the "General Obligations Refunding Bonds, Series 2010OB Bond Payment Fund" established by the Series 2010 Ordinance.

"City Room Tax" means an aggregate transient room tax levied by the City on Room Rents pursuant to Section 91A.390 of the Kentucky Revised Statutes equal to 4.0% of the amount of such Room Rents.

"City Room Tax Revenues" means all tax revenues generated by the City's levy of the City Room Tax.

"Convention Center Room Tax" means a transient room tax levied by the County on Room Rents pursuant to Section 91A.390 of the Kentucky Revised Statutes equal to 2.0% of the amount of such Room Rents.

"Convention Center Room Tax Revenues" means all tax revenues generated by the County's levy of the Convention Center Room Tax.

"County" means the County of McCracken, Kentucky, a county and a political subdivision of the Commonwealth of Kentucky.

"County Room Tax" means an aggregate transient room tax levied by the County on Room Rents pursuant to Section 91A.390 of the Kentucky Revised Statutes equal to 6.0% of the amount of such Room Rents. The County Room Tax shall include the Convention Center Room Tax.

"County Room Tax Revenues" means all tax revenues generated by the County's levy of the County Room Tax.

"County Series 2010 GO Note" means the County of McCracken, Kentucky General Obligation Refunding Note, Series 2010.

"Debt Service" means all principal of and accrued interest payable on the Series 2010 Bonds in accordance with their terms or the terms of the Series 2010 Ordinance.

"Debt Service Payment Date" means the date of any scheduled payment of principal or interest for the Series 2010 Bonds.

"Deficiency" means, with respect to any Debt Service Payment Date, the difference between the Debt Service Due on such Debt Service Payment Date and the amount of Convention Center Room Tax Revenues deposited in the Bond Payment Fund on the relevant date of determination.

"First Amendment to Interlocal Cooperation Compact" means the First Amendment to Interlocal Cooperation Compact dated as of July 1, 2010, by and among the County, the City, the Bureau, and the Corporation.

"Interlocal Act" means Sections 65.210 through 65.300 of the Kentucky Revised Statutes.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

"Room Rents" means the revenue produced by the rental by any person, company, corporation, or like or similar person of a suite, room, or rooms subject to taxation pursuant to Section 91A.390 of the Kentucky Revised Statutes.

"Series 2010 Bonds" means the City of Paducah, Kentucky General Obligation Refunding Bonds, Series 2010 outstanding as of the date hereof in an aggregate principal amount of \$3,610,000.

"Series 2010 Ordinance" means Ordinance No. 2010-7-7714 adopted by the City Commission of the City of Paducah, Kentucky on July 27, 2010.

"Series 2017 Financing Lease" means the General Obligation Lease Agreement dated as of January 24, 2017, by and between the City, as lessee, and Community Financial Services Bank, as lessor in an original principal amount of \$3,000,000.

"2001 Interlocal Cooperation Compact" means the Interlocal Cooperation Compact dated as of June 1, 2001, by and among the County, the City, the Bureau, and the Corporation.

"2010 Interlocal Cooperation Compact" means the 2001 Interlocal Cooperation Company, as amended and supplemented by the First Amendment to Interlocal Cooperation Compact.

"2017 Interlocal Cooperation Agreement" means the Interlocal Cooperation Agreement dated as of January 1, 2017, by and between the City and the County governing the Series 2017 Financing Lease.

### **ARTICLE XIII - MISCELLANEOUS**

This Agreement will be binding upon the parties hereto and upon their respective permitted successors and transferees.

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

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

If one or more provisions of this Agreement (or the applicability of any such provisions, for any set of circumstances), is determined invalid or ineffective for any reason, such a determination may not affect the validity and enforceability of the remaining provisions of this Agreement. If any provisions are found to be invalid or ineffective for a specific set of circumstances, they may not be rendered invalid or ineffective for any other set of circumstances.

This Agreement may be executed in one or more counterparts. When each party hereto has executed at least one counterpart, this Agreement will become binding on all parties. Such counterparts will be deemed to be one and the same document with this Agreement.

**[Signature pages to follow]**

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 \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Brandi Harless, Mayor

Have seen and approved as to form:

\_\_\_\_\_  
City Attorney Glenn D. Denton

**COUNTY OF MCCRACKEN, KENTUCKY,**  
Authorized by Action of the Fiscal Court of  
McCracken County on \_\_\_\_\_,  
2019

By: \_\_\_\_\_  
Craig Z. Clymer, Judge/Executive

Have seen and approved as to form:

\_\_\_\_\_  
County Attorney Samuel Clymer

**PADUCAH-MCCRACKEN COUNTY  
CONVENTION TOURIST AND  
CONVENTION COMMISSION,** Authorized  
by Action of the Board of Commissioners  
on \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Vick Patel, Chairman

Have seen and approved as to form:

\_\_\_\_\_  
CVB Attorney Elizabeth A. Wieneke

**PADUCAH-MCCRACKEN CONVENTION  
CENTER CORPORATION**, Authorized by  
Action of the Board of Commissioners on  
\_\_\_\_\_, 2019

By: \_\_\_\_\_  
Mark Whitlow, Chairman

Have seen and approved as to form:

\_\_\_\_\_  
CCC Attorney Nicholas M. Holland

**MCCRACKEN COUNTY SPORTS  
TOURISM COMMISSION**, Authorized by  
Action of \_\_\_\_\_ on  
\_\_\_\_\_, 2019

By: \_\_\_\_\_  
Chairman

Have seen and approved as to form:

\_\_\_\_\_  
Sports Commission



# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

**Short Title:** Accept the Assets and Appointing Authority of the Paducah-McCracken County Tourist and Convention Commission and Amend Paducah Code of Ordinances Sections 2-441 & 2-445 - **J ARNDT**

**Category:** Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

**Background Information:** This Ordinance accepts the current joint City and County Convention and Visitors Bureau (CVB) as a City CVB. The Ordinance renames the CVB as the Paducah CVB and the City accepts the sole appointing authority to the CVB Board. All members of the current CVB Board shall remain on the Board for the duration of their current terms. This Ordinance is effective upon execution of the interlocal agreement by all parties.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Adopt an Ordinance to accept the assets of the current Joint City County Convention and Visitors Bureau, to rename it as the Paducah Convention & Visitors Bureau and amend Code of Ordinance Sections 2-441 & 2-445 to reflect said changes.

**Attachments:**

1. Ordinance

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING THE ASSETS AND APPOINTING AUTHORITY OF THE PADUCAH-MCCRACKEN COUNTY TOURIST AND CONVENTION COMMISSION AND RENAMING SAME AND AMENDING CHAPTER 2, ARTICLE VI, DIVISION 5 OF THE CITY OF PADUCAH CODE OF ORDINANCES**

**WHEREAS**, City of Paducah (“City”) and County of McCracken, Kentucky (“County”) previously created the current and existing Paducah-McCracken County Convention and Visitors Bureau (the “Bureau”) for the purpose of promoting recreational, convention, and tourist activities; and

**WHEREAS**, Chapter 2, Article VI, Division 5 of the Code of Ordinances of the City of Paducah, which is titled “Paducah-McCracken County Convention and Visitors Bureau,” governs the creation and oversight of the Bureau; and

**WHEREAS**, the County has withdrawn from the Bureau and has elected to create a separate, county-established tourist and convention commission, to be called the McCracken County Sports Tourism Commission; and

**WHEREAS**, upon the withdrawal of the County from the Bureau, the City has agreed to accept sole governing and appointing authority for the Bureau;

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

Section 1. Acknowledgement. The Board of Commissioners hereby acknowledges the intent of the City of Paducah to continue the operations of the Paducah-McCracken County Convention and Visitors Bureau as it currently exists, utilizing the same tax identification number for the organization. The City shall act as the sole governing body for purposes of KRS 91A.350-91A.392.

Section 2. Acceptance of Assets and Liabilities. The current and existing Bureau shall continue to own all of its assets and liabilities without the participation or involvement of McCracken County.

Section 3. Appointing Authority. The City of Paducah hereby accepts sole appointing authority for the Bureau, as governed by KRS 91A.360 and City of Paducah Code of Ordinances Section 2-422. All current and existing board members shall remain on the board for the duration of their current terms. Thereafter, board members shall be appointed pursuant to the applicable section(s) of Kentucky Revised Statutes.

Section 4. Name. The Bureau shall hereafter be identified as the Paducah Convention and Visitors Bureau.

Section 5. Amendment to Section 2-441 of the City of Paducah Code of Ordinances. Section 2-441 of the Code of Ordinances is hereby amended to state as follows:

Sec. 2-441. Established; purpose.

The City, jointly with the County of McCracken, previously created and established a commission pursuant to the authority under KRS 91A.350-91A.392, known as the Paducah-McCracken County Convention and Visitors Bureau, for the purpose of promoting recreational, convention, and tourist activity in the City and the County. The County elected to withdraw from this joint commission and the City shall hereby be the sole governing body and appointing authority for this commission for its continued operation. The commission shall hereafter be known as the Paducah Convention and Visitors Bureau.

Section 6. Amendment to Section 2-445 of the City of Paducah Code of Ordinances. Section 2-445 of the Code of Ordinances is hereby amended to state as follows:

Sec. 2-445. Powers and duties; levy and collection of room tax.

The Paducah Convention and Visitors Bureau shall be governed by KRS 91A.350-91A.390, as now exists or as hereafter may be amended, and their powers and duties shall be those granted by said statutes. Any and all room taxes to be hereafter levied to support the activities of the Commission shall be levied on a city-wide bases by the City of Paducah and collected by the McCracken County Treasurer.

Section 7. 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 8. 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 9. 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 10. Effective Date and Implementation. This ordinance shall be read on two separate days and shall become effective upon summary publication pursuant to KRS Chapter 424. Implementation of this ordinance shall occur only upon the execution of the Interlocal Agreement entered into between the City of Paducah, McCracken County, the

Paducah-McCracken County Convention and Visitors Bureau, the McCracken County Sports Tourism Commission, and the Convention Center Corporation.

---

Mayor Brandi Harless

ATTEST:

---

City Clerk, Lindsay Parish

Introduced by the Board of Commissioners, \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

Ord/2-441 Convention & Visitors Bureau CVB Accept Assets Amend Code  
Ordinance Prepared by Denton Law Firm

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 13, 2019

Short Title: Establish the City of Paducah Transient Room Tax - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

**Background Information:** This Ordinance establishes a City 4% Transient Room Tax pursuant to Chapter 91A of the Kentucky Revised Statutes. Seventy-five percent of the 4% tax (3%) will be used to support the operations of the Paducah Convention and Visitors Bureau. Twenty-five percent of the 4% tax (1%) will be used to support the operations at the Julian Carroll Convention Center. The transient room tax will be collected by the McCracken County Treasurer through the passage of an interlocal agreement. This Ordinance shall take effect upon the execution of an interlocal agreement with McCracken County, Paducah Convention and Visitors Bureau, McCracken County Sports Tourism Commission, and the Convention Center Corporation.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: To adopt an ordinance establishing a transient room tax in Paducah.

Attachments:

1. Ordinance

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE ESTABLISHING THE CITY OF  
PADUCAH TRANSIENT ROOM TAX**

**WHEREAS**, Kentucky Revised Statutes, Chapter 91A enables the City of Paducah to, among other things, impose a transient room tax on persons occupying rooms provided by organizations doing business as motor courts, motels, hotels, inns, and other similar accommodations; and

**WHEREAS**, Kentucky Revised Statutes, Chapter 91A provides that the City shall enact an ordinance for the collection and enforcement of a transient room tax;

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

Section 1. Purpose. The purpose of this ordinance is to establish the procedures for the collection, use, disbursements, and enforcement of the transient room tax.

Section 2. Transient Room Tax Levy and Use. A transient room tax, which may be adjusted from time to time, shall be imposed within the city limits of Paducah on every person, group, or organization doing business as a motor court, motel, hotel, inn, bed and breakfast inn, or like or similar facility of the rent for every occupancy of a suite, room or rooms, charged by all persons, companies, or corporations. A tax of 3% will be levied for use by the Paducah Convention and Visitors Bureau, for the purpose of financing the operation of the Bureau. A tax of 1% will be levied for use by the Convention Center Corporation for the purpose of financing the operation of the Convention Center.

Section 3. Designation of Convention Center. Effective October 1<sup>st</sup>, 2019, and until further orders from the City of Paducah, the Julian Carroll Convention Center is designated as the Convention Center for the City of Paducah.

Section 4. Exceptions. A transient room tax may not apply to the rental or leasing of an apartment supplied by an individual or business that holds itself out as exclusively providing apartments. "Apartment" means a room or set of rooms in an apartment building, fitted especially with a kitchen, and usually leased as a dwelling for a minimum period of thirty (30) days or more.

Section 5. Collections. All persons, groups, organizations, or businesses as identified in Section 2 must file a monthly report in a manner and on a form prescribed by the McCracken County Treasurer.

- A. Such report must be filed with the McCracken County Treasurer on or before the 20<sup>th</sup> day of every month, for the previous month, being a period beginning on the first day of the previous month and ending on the last day of the previous month.
- B. A report must be filed, regardless of any funds or taxes collected.
- C. Any tax payments must be remitted with the report.
- D. Any late fee or interest must be remitted with the report.
- E. Any filing received or United States Post marked after the 20<sup>th</sup> day following the reporting period will be deemed late, and will be charged the following interest and penalties:
  - 1. A late fee of 10% of the tax due per month (or daily fraction thereof) will be assessed. The minimum late fee assessed must not be less than \$25.00.
  - 2. An interest charge of 7% per annum on all late remittances will be assessed.
- F. For the purpose of verifying information, the treasurer may require the submission of certified copies of other state and federal tax documents.
- G. All funds collected pursuant to this section must be maintained in a separate account.
- H. All host participants in internet brokering arrangements to rent rooms, houses, farms, cabins, dwellings, or recreational vehicles with companies such as Airbnb, VRBO, or businesses of a similar type must register with the McCracken County Treasurer, providing the precise location of their rental-type unit(s), along with their tax identification numbers for the individual or company receiving the income from the rental-type unit(s). The host participant will be required to file all reports and comply with all sections on this ordinance. However, if the internet broker service enters a written, enforceable agreement with the City of Paducah to report, collect, and remit the taxes imposed by this ordinance, then the host participant will be excepted from the reporting requirements of this ordinance.

Section 6. Disbursements. The McCracken County Treasurer shall make monthly disbursements (which may be adjusted from time to time by the City of Paducah) in the following manner:

Agency	Transient Room Tax	Distribution Percentage
Paducah Convention and Visitors Bureau	3%	75%
Convention Center Corporation	1%	25%
TOTALS	4%	100%

Penalties and interest as a result of late payments must be disbursed at the same rates. The treasurer must use reasonable efforts to make disbursements on or before the 10<sup>th</sup> day of each month.

Section 7. Audit Authorized. All persons, groups, organizations, or businesses as identified in Section 2, and subject to the provisions of this ordinance, must maintain a record showing gross room rentals and permanent guest rentals, but a separate record may not be required if the taxpayer's regular records contain such information. Whenever the City of Paducah or the McCracken County Treasurer considers it necessary for the proper administration of this ordinance, a taxpayer must permit an officer or employee of the city or county to make an audit of such records and any other books, papers, files, and property of the taxpayer, and to examine witnesses under oath for the purpose of determining whether any provisions of this ordinance are being violated.

Section 8. Severability. The provisions of this ordinance are severable. If any section, clause, or other part of this ordinance, or the applicability of any part hereof, is deemed to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity may not affect any of the remaining parts of this ordinance.

Section 9. Penalty for Violation of Section. Any person violating any provision of this chapter will be guilty of a misdemeanor and must, upon conviction, be subject to a fine of not more than \$500.00, or imprisonment for not more than 30 days, or both, for each offense. Every month for which a report was not properly filed will constitute a separate offense.

Section 10. 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 11. 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 12. Effective Date and Implementation. This ordinance shall be read on two separate days and shall become effective upon summary publication pursuant to KRS Chapter 424. Implementation of this ordinance shall occur only upon the execution of the Interlocal Agreement entered into between the City of Paducah, McCracken County, the Paducah-McCracken County Convention and Visitors Bureau, the McCracken County Sports Tourism Commission, and the Convention Center Corporation.

---

Mayor Brandi Harless

ATTEST:

---

City Clerk, Lindsay Parish

Introduced by the Board of Commissioners, \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

Ord\Establish Transient Room Tax

Ordinance Prepared by Denton Law Firm