



**CITY COMMISSION MEETING
 AGENDA FOR SEPTEMBER 8, 2020
 5:30 PM
 VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.
 The Mayor will call on you to speak during the Public Comments section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PUBLIC HEARING Property Tax Levy for FY20-21

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for August 25, 2020
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve Rebid of the Peck Education Trail for Noble Park in the amount of \$242,690 - A CLARK
	E.	Board of Commissioners Approval of the recommendation for the recipients of the Grant-In-Aid funding - J ARNDT
	F.	Interlocal Agreement for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Grant - B LAIRD
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Amend Code of Ordinances Section 26-31 and Section 26-34 related to Oak Grove Cemetery - L PARISH
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>

		A. Setting Tax Levies: Ad Valorem Properties - FY2021 - J PERKINS
		B. Purchase of Real Estate located at 2640 South 24th Street for the as-is purchase price of \$8,000.00 - R MURPHY
		C. Final Annexation Ordinance for Bremer, Oliphant & King -- T TRACY
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

August 25, 2020

At a Meeting of the Board of Commissioners, held on Tuesday, August 25, 2020, at 5:30 p.m., Mayor Brandi 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).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City's You Tube channel for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

CONSENT AGENDA

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

I(A)	Approve Minutes for July 28, August 11 and August 12, 2020
I(B)	Receive & File Documents <i>Minutes File:</i> <ol style="list-style-type: none">1. Notice of Regular Meeting of the Board of Commissioners of the City of Paducah – August 11, 2020 ((Virtual Meeting)2. Notice of Called Meeting of the Board of Commissioners of the City of Paducah – August 12, 2020 <i>Deed File:</i> <ol style="list-style-type: none">1. Deed of Conveyance – City of Paducah to Paducah-McCracken County Joint Sewer Agency – ORD 2020-08-86452. Deed of Conveyance – City of Paducah to Dr. Velma J. Dennis – 2706 Ohio Street – MO #23233. Deed of Conveyance – Ronnie W. Adams and wife, Deborah Adams to the City of Paducah – 2011 Guthrie Avenue – MO #2361 <i>Contract File:</i> <ol style="list-style-type: none">1. Professional Services Agreement – Between Marcum Engineering and City of Paducah – JPEC Building Assessment – CM Signed2. Interlocal Agreement – Kentucky Division of Waste Management Hazardous Household Waste (HHW) Grant Award – MO #2371

August 25, 2020

	<p><u>Financials File:</u></p> <p>1. Paducah-McCracken County Convention Center Corporation, Inc. - Auditor's Report and Financial Statements – FY ended June 30, 2018 and 2017</p>
I(C)	Appointment of Heather Pierce to the Commissioners of Water Works to fulfill the term of Jim Wheeler, who resigned. Said term shall expire January 6, 2022.
I(D)	Reappointment of Bob Wade to the Paducah Planning Commission. Said term shall expire August 31, 2024.
I(E)	Reappointment of Terrance D. Adams, Patrick White, and Zachary Hosman to the Paducah Area Transit System Board. Said terms shall expire June 30, 2024.
I(F)	Reappointment of Allan Rhodes, Jr., and Carol Gault to the Code Enforcement Board. Said terms shall expire August 22, 2023.
I(G)	Reappointment of Eri Gjergji to the Board of Adjustment. Said term shall expire August 31, 2024.
I(H)	Appointment of Laura Oswald and Craig Beavers to the Paducah Main Street Board. Laura Oswald will replace Landee Bryant, who resigned. Said term shall expire June 10, 2022. Craig Beavers will replace Jim Smolen, who resigned. Said term shall expire August 22, 2021.
I(I)	Personnel Actions
I(J)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 612 SOUTH 21 ST STREET FROM GARY E. MCDOWELL TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE (MO #2373, BK 11)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO APPLY FOR A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) GRANT THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$1,786,875 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS BEGINNING MARCH 1, 2020, FOR THE ENTIRE ALLOTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2374, BK 11)
I(L)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ONE (1) REAR PACKER REFUSE COLLECTION TRUCK, 2021 FREIGHTLINER 1085D IN A TOTAL AMOUNT OF \$169,249.00 FOR USE BY THE PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2375; BK 11)
I(M)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,222,548.49 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2376, BK 11)
I(N)	A MUNICIPAL ORDER ACCEPTING A 2020 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 (MO #2377, BK 11)

August 25, 2020

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

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

ORDINANCE – EMERGENCY

APPROVE FLOOD PUMP STATION #2 REHABILITATION CONSTRUCTION REBID AWARD IN THE AMOUNT OF \$4,500,000

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce and adopt an ordinance entitled, “AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH PACE CONTRACTING, LLC, IN THE AMOUNT OF \$4,500,000, FOR THE PUMP STATION #2 REHABILITATION PROJECT, AUTHORIZING THE EXECUTION OF ALL RELATED DOCUMENTS AND DECLARING AN EMERGENCY TO EXIST.” This ordinance is summarized as follows: The City of Paducah terminated the contract with Huffman Construction for Flood Pump Station #2 Rehabilitation by Ordinance 2020-05-8638 on May 26, 2020. On July 28, 2020, the Engineering Department opened bids for the Flood Pump Station #2 Rehabilitation project rebid. This ordinance authorizes the acceptance the bid of Pace Contracting, LLC in an amount of \$4,500,000, for the Flood Pump Station # 2 Rehabilitation Project and authorizes the Mayor to execute all documents related to same. Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this ordinance. As grounds therefor, the City Commission does hereby declare an emergency to exist due to the need to contract with Pace Contracting, LLC, immediately in order to complete the project within the required time frame. At present, the pump facility is at 50% of maximum capacity and the lead time for ordering replacement pumps is 32-36 weeks in advance. Any delay could result in the project time frame being extended by one year.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-08-8652, BK 36)2**

ORDINANCE ADOPTION

APPROVE THE REZONING OF 2.96 ACRES AT 401 WALTER JETTON BLVD.

Mayor Harless offered motion, seconded by Commissioner McElroy that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 401 WALTER JETTON BOULEVARD FROM R-3 (MEDIUM DENSITY RESIDENTIAL ZONE) TO B-3 (GENERAL BUSINESS ZONE).” This Ordinance is summarized as follows: Rezone property located at 401 Walter Jetton Boulevard, from R-3 (Medium Density Residential) Zone to B-3 (General Business) Zone classification, and amending the Paducah Zoning Ordinance to affect such rezoning.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-08-8653, BK 36)**

August 25, 2020

ORDINANCE INTRODUCTION

AMEND CODE OF ORDINANCES SECTION 26-31 AND SECTION 26-34 RELATED TO OAK GROVE CEMETERY

Mayor Harless offered motion, seconded by McElroy, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 26, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This ordinance amends sections 26-31 and 26-34 of the Code of Ordinances of the City of Paducah, Kentucky, related to Oak Grove Cemetery to define the term “Deeds” as a document or instrument which conveys a license use and access for sepulcher only, and does not convey a fee interest in the land of the lot.

COMMENTS BY CITY MANAGER

- The Fire Department will dedicate the new tower truck at Station #5 on Broadway on Monday, August 31, at 4:00 p.m.. It was put into service today (Tuesday)
- There are several celebrations coming up in September and October:
 - Dedication of the Music Garden
 - Completion of the work at the tennis courts
 - Completion of the 24th Street Bridge
 - Completion of the Greenway Trail Phase V
 - Bob Leeper Bridge installation

COMMENTS BY COMMISSIONERS

- Commissioner Abraham congratulated Doc Hideg and the Brooks Stadium Commission for a safe Summer League at Brooks Stadium. All safety guidelines were followed and as far as he knows there were no incidents of COVID reported.
- Commissioner Abraham commented on the special needs Communication Board that was recently installed at Mike Miller Park. He would like to look into having something like that installed at Paducah parks. City Manager Arndt said he would have Amie Clark check into that.
- Mayor Harless commented that it was good to have some sense of normalcy for activities. Also commented that she visited the Music Park and what a fun addition to the Park it is.

ADJOURN

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

Meeting ended at approximately 5:55 p.m.

ADOPTED: September 8, 2020

Brandi Harless, Mayor

August 25, 2020

ATTEST:

Lindsay Parish, City Clerk

September 8, 2020

Minutes File:

1. Notice of Regular Meeting of the Board of Commissioners of the City of Paducah – August 25, 2020 ((Virtual Meeting)

Contract File:

1. Development Agreement between City of Paducah of Weyland Ventures Development, LLC **ORD 2020-8-8650**
2. First Amendment and Extension to Right of First Refusal Agreement – Between Paducah Riverfront Hotel, LP and City of Paducah **ORD 2020-08-8651**
3. Construction Documents Project Manual – Flood Pump Station #2 Rehabilitation Project – **ORD 2020-08-8652**
4. Paducah Downtown Riverfront Development Mixed-Use TIF Project – Consulting Services – Submitted by Commonwealth Economics Partners, LLC – Signed By CM

Financials File:

1. Paducah Water Works – July 31, 2020 – Financial Highlights

CITY OF PADUCAH
September 8, 2020

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

Michelle Smolen

City Manager's Office Signature

9/8/2020

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 8, 2020**

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

ENGINEERING

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Lee, Justin	Concrete Finisher \$20.36/hr	Floodwall Pump Operator \$20.53/hr	NCS	Non-Ex	September 10, 2020

PARKS & RECREATION

Clark, Amie	Assistant Director of Parks & Recreation \$35.88/hr	Assistant Director of Parks & Recreation \$36.78/hr	NCS	Exp	August 27, 2020
Weems, James	Assistant Recreation Specialist \$17.40/hr	Assistant Recreation Specialist \$17.84/hr	NCS	Exp	August 27, 2020
Boyarski, Zachary P.	Assistant Recreation Specialist \$17.40/hr	Assistant Recreation Specialist \$17.84/hr	NCS	Exp	August 27, 2020
Morsching, Taylor	Parks & Recreation Superintendent \$26.14/hr	Parks & Recreation Superintendent \$26.79/hr	NCS	Exp	August 27, 2020

TERMINATIONS - FULL-TIME (F/T)

PARKS & RECREATION

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Hayes, Luther	Cemetery Sexton	Retirement	August 31, 2020

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Approve Rebid of the Peck Education Trail for Noble Park in the amount of \$242,690 - A
CLARK

Category: Municipal Order

Staff Work By: Mark Thompson, Amie Clark, Taylor Morsching
Presentation By: Amie Clark

Background Information:

With 100% funding provided by the estate of Lane Peck through the Community Foundation, an extension of the Noble Park Nature Trail will be extended from the existing trail behind the Amphitheatre to near the entry of the park at Cairo Road. This is the second bid attempt as the first came in at \$90,000 over available funds. The initial scope has been reduced but the plan will still allow for future expansion should other donors or champions choose to adopt a portion of the project.

The updated project will start at the original Nature Trail behind the Amphitheatre, cross the drainage area with a bridge and continue through the south side of the Peck Addition of Noble Park about three quarters of the way to the Cairo Road entrance. The Peck Education Trail will designate trees, fauna and nature area to give children of all ages information about the local habitat. Additionally, the Children's Memorial Garden honoring the children killed in the Oklahoma Federal Building bombing will be relocated to the Peck Education Trail along its monument and 19 new dogwoods.

The rebid provided by Youngblood Excavations Contractors has come in within the funds available at \$242,690.00 for the base bid. One other contractor submitted but was rejected without opening as there bid was stamped in four minutes after the bid deadline.

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

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

R-10 Trails near neighborhoods

Funds Available: Account Name: Noble Park - Peck Addition PA0108 Improvement -Land

Account Number: PA0108 000 4400 44001

Staff Recommendation: Approval as funded through the Community Foundation from the Lane Peck donation.

Attachments:

1. Municipal Order - approve rebid of Peck Education Trail for Noble Park 2020

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BASE BID OF YOUNGBLOOD EXCAVATIONS CONTRACTORS FOR THE PECK EDUCATION TRAIL FOR NOBLE PARK IN THE AMOUNT OF \$242,690 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Estate of Lane Peck through the Community Foundation has provided 100% funding for an extension of the Noble Park Nature Trail; and

WHEREAS, the first attempt at a bid came in at \$90,000 over available funds requiring that all bids be rejected; and

WHEREAS, the initial scope of the project was reduced the project was rebid; and

WHEREAS Youngblood Excavations Contractors provided the only responsive bid in the amount of \$242,690, which is within the funds available.

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

SECTION 1. The City of Paducah hereby accepts the base bid of Youngblood Excavation Contractors for the Peck Education Trail for Noble Park in the amount of \$242,690, said bid being in substantial compliance with bid specifications, and as contained in the bid of Youngblood Excavation Contractors of August 31, 2020.

SECTION 2. The Mayor is hereby authorized to execute all documents necessary to accept the base bid and authorize a contract with Youngblood Excavation Contractors, as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to the Noble Park - Peck Addition Improvement Account Number PA0108 000 4400 44001.

SECTION 4. 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, September 8, 2020

Recorded by Lindsay Parish, City Clerk, September 8, 2020

\mo\approve rebid of Peck Education Trail for Noble Park 2020

Agenda Action Form Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Board of Commissioners Approval of the recommendation for the recipients of the Grant-In-Aid funding - **J ARNDT**

Category: Municipal Order

Staff Work By: Ty Wilson, James Arndt

Presentation By: Ty Wilson, James Arndt

Background Information: The Grant-In-Aid Program was established so that the City could equitable consider financial contribution requests on an annual basis. This program was open to non-profit agencies and core service organizations located within the corporate limits of Paducah. Five categories that could be applied for: Core Service Grant, Quality of Life Grant, Quality of Life Microgrant, Catalyst Grant, and a Board of Commissioners Advocacy Grant. The application deadline was June 30, 2020. Per the guidelines of the policy, the applications were reviewed by the Grant-In-Aid Review Panel. The recommendations of the panel were then delivered to the Office of the City Manager. The Office of the City Manager then made recommendations to the Board of Commissioners. In the attachment are the recommendations that are in need of approval from the Board of Commissioners.

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: Recommend the Board of Commissioners to Approve the Awards for the Grant-In-Aid Program

Attachments:

1. Recommended Funding Amounts
2. Municipal Order - Grant-In Aid Funding 2020

Organizations	Recommended Amount
Barkley Regional Airport	\$120,000
Carson Center	\$54,000
Market House Theatre	\$12,300
National Quilt Museum	\$11,900
Paducah Area Transit	\$215,000
Maiden Alley Cinema	\$5,000
Paducah Symphony Orchestra	\$13,500
Paxton Golf Course	\$75,000
River Discovery Center	\$4,000
Hotel Metropolitan	\$2,500
Yeiser Art Center	\$17,100
Civic Beautification	\$3,000
MidTown Alliance	\$15,000
Quilt Show	\$15,000
Brooks Stadium	\$7,500
Tornado League Football	\$2,000
Sprocket	\$40,000

Community Kitchen	\$4,500
Oscar Cross	\$4,100
WC Young	\$1,100
Total	\$622,500

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE CITY MANAGER’S
RECOMMENDATION FOR THE FY21 GRANT-IN-AID PROGRAM AWARDS FOR
THE CITY OF PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

WHEREAS, the Grant-In-Aid Program was established so that the City could equitably consider financial contribution requests on an annual basis; and

WHEREAS, this program was open to non-profit agencies and core service organizations located within the corporate limits of Paducah; and

WHEREAS, the five categories that could be applied for: Core Service Grant, Quality of Life Grant, Quality of Life Microgrant, Catalyst Grant and a Board of Commissioners Advocacy Grant; and

WHEREAS, the application deadline was June 30, 2020; and

WHEREAS, per guidelines of the policy, the applications were reviewed by the Grant-In-Aid Review Panel and the recommendations of the panel were delivered to the Office of the City Manager.

SECTION 1. The Board of Commissioners of the City of Paducah does hereby approve the recommendations of the City Manager for the following Grant-In-Aid Awards:

Organizations	Recommended Amount
Barkley Regional Airport	\$120,000
Carson Center	\$54,000
Market House Theatre	\$12,300
National Quilt Museum	\$11,900
Paducah Area Transit	\$215,000
Maiden Alley Cinema	\$5,000
Paducah Symphony Orchestra	\$13,500
Paxton Golf Course	\$75,000
River Discovery Center	\$4,000
Hotel Metropolitan	\$2,500
Yeiser Art Center	\$17,100
Civic Beautification	\$3,000
MidTown Alliance	\$15,000
Quilt Show	\$15,000
Brooks Stadium	\$7,500

Tornado League Football	\$2,000
Sprocket	\$40,000
Community Kitchen	\$4,500
Oscar Cross	\$4,100
WC Young	\$1,100
Total	\$622,500

SECTION 2. Funding shall be conditional upon entering into a Contract with the City of Paducah.

SECTION 3. These expenditures shall be charged to either the Investment Fund or the General Fund, in accordance with the FY2021 budget that has been previously approved by the Board of Commissioners.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2020
Recorded by Lindsay Parish, City Clerk, September 8, 2020
\\mo\Grant-In-Aid Funding 2020

Agenda Action Form Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Interlocal Agreement for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Grant - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson
Presentation By: Brian Laird

Background Information: The Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The City applied for a JAG grant in the amount of \$11,316 with the approval of Municipal Order 2372, for 4 hand held radios for the Police Department. There is no match requirement for this grant.

A requirement for this grant is to have an interlocal agreement with McCracken County Fiscal Court.

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 Mayor to execute interlocal agreement.

Attachments:

1. Interlocal Agreement_JAG2020
2. Municipal Order - Interlocal Agreement 2020 JAG Grant

**INTERLOCAL AGREEMENT FOR ACCEPTANCE AND ADMINISTRATION OF EDWARD BYRNE
JUSTICE ASSISTANCE GRANT (JAG) AWARD**

THIS AGREEMENT, made and entered into on this __ day of _____, 2020 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2020, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a U.S. Bureau of Justice Edward Byrne JAG Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$11,316 offered by the U.S. Bureau of Justice; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$11,316 allocated in the 2020 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Acceptance and Administration of an Edward Byrne Justice Assistance Grant (JAG) Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Term" means the term of this Agreement *as* determined pursuant to **Article IV** hereof. **ARTICLE**

III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any

provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project *as* set forth in Articles V and VI.

Section 3.2. Representations, Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto *as* follows:

- (a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.
- (d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2020, and ending September 30, 2021 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: ALLOCATION OF FUNDING

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2020 JAG award allocation in the amount of \$11,316 on behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchases, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the FY2020 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

ARTICLE VII: ASSIGNMENT

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE VIII. MISCELLANEOUS

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City: City of Paducah
Attn: Mayor or City Manager
300 South 5th Street
P.O. BOX 2267
Paducah, KY 42002-2267

County: County of McCracken
Attn: County Judge Executive
McCracken County Courthouse
301 South 6th Street, Suite 4
Paducah, KY 42003-1797

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section:8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section:8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor Brandi Harless

Date executed: _____

ATTEST: _____

City Clerk Lindsay Parish

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Judge Executive Craig Z. Clymer

Date executed: _____

ATTEST: _____

Fiscal Court Clerk Julie Griggs

Date executed: _____

Prepared by:

Ty Wilson
Grant Administrator
City of Paducah
PO Box 2267
300 S. 5th Street
Paducah, KY 42002

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PADUCAH AND THE McCracken County Fiscal
Court for the Administration of a 2020 Justice Accountability
Grant (JAG) Award and Authorizing the Mayor to Execute the
Interlocal Agreement

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 an
Interlocal Agreement, as attached hereto and made a part hereof as Exhibit “A”, between the
City of Paducah and the McCracken County Fiscal Court, in compliance with the
requirements of the 2020 Justice Accountability Grant (JAG) application (approved in
Municipal Order 2372) and authorizes the Mayor to execute the Interlocal Agreement.

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, September 8, 2020

Recorded by Lindsay Parish, City Clerk, September 8, 2020

\\mo\grants\2020 Justice Assistance Edward Byrne JAG Interlocal Agreement – hand-held radios

EXHIBIT "A"

**INTERLOCAL AGREEMENT FOR ACCEPTANCE AND ADMINISTRATION OF EDWARD BYRNE
JUSTICE ASSISTANCE GRANT (JAG) AWARD**

THIS AGREEMENT, made and entered into on this ___ day of _____, 2020 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2020, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a U.S. Bureau of Justice Edward Byrne JAG Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$11,316 offered by the U.S. Bureau of Justice; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$11,316 allocated in the 2020 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Acceptance and Administration of an Edward Byrne Justice Assistance Grant (JAG) Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Term" means the term of this Agreement as determined pursuant to **Article IV** hereof. **ARTICLE**

III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any

provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project *as set forth in Articles V and VI.*

Section 3.2. Representations. Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto *as follows:*

- (a) The City is a municipality and political subdivision, validity organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.
- (c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or

body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City *is* a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

- (d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2020, and ending September 30, 2021 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: ALLOCATION OF FUNDING

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2020 JAG award allocation in the amount of \$11,316 on behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchases, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the FY2020 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

ARTICLE VII: ASSIGNMENT

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE VIII. MISCELLANEOUS

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City: City of Paducah
Attn: Mayor or City Manager
300 South 5th Street
P.O. BOX 2267
Paducah, KY 42002-2267

County: County of McCracken
Attn: County Judge Executive
McCracken County Courthouse
301 South 6th Street, Suite 4
Paducah, KY 42003-1797

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section:8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in

accordance with the laws of the Commonwealth of Kentucky.

Section:8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor Brandi Harless

Date executed: _____

ATTEST: _____

City Clerk Lindsay Parish

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Judge Executive Craig Z. Clymer

Date executed: _____

ATTEST: _____

Fiscal Court Clerk Julie Griggs

Date executed: _____

Prepared by:

Ty Wilson
Grant Administrator
City of Paducah
PO Box 2267
300 S. 5th Street
Paducah, KY 42002

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Amend Code of Ordinances Section 26-31 and Section 26-34 related to Oak Grove Cemetery - **L
PARISH**

Category: Ordinance

Staff Work By: Claudia Meeks, Lindsay Parish

Presentation By: Lindsay Parish

Background Information: The City Clerk's office (in collaboration with the Paducah Parks Department) oversees the creation of deeds for plots in Oak Grove Cemetery. This ordinance cleans up certain wording in the ordinance to clarify the definition of a deed within this context. In order to align with best practices and to clarify wording, this ordinance defines the word "deed" as a document or instrument which conveys a license use and access for sepulchre only, and does not convey a fee interest in the land of the lot. This change is part of a larger initiative to update the process of plot sales for Oak Grove Cemetery.

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: Approval

Attachments:

1. Ordinance

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING CHAPTER 26, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah owns Oak Grove Cemetery, pursuant to KRS 97.530;

WHEREAS, lots and vaults in Oak Grove Cemetery are sold for burial or sepulchre, however the land in Oak Grove Cemetery is still owned and maintained by the City of Paducah;

WHEREAS, Chapter 26, Article II of the Code of Ordinances, as well as the document recording the sale of lots or vaults in Oak Grove Cemetery refer to a “Deed” although the sale and the document do not convey a fee interest in the lot;

WHEREAS, in an effort to avoid confusion over the ownership of the lots and vaults in Oak Grove Cemetery, the City wishes to amend Chapter 26, Article II to specifically state that fee ownership is not conveyed by such “Deeds” to lots or vaults in Oak Grove Cemetery;

WHEREAS, it is necessary to amend Chapter 26, Article II of the Paducah Code of Ordinances to reflect these changes.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 26, Article II of the Paducah Code of Ordinances as follows:

Sec. 26-31. – Definitions.

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

Cemetery means the cemetery owned and operated by the City and known as Oak Grove Cemetery, and all additions to the cemetery.

Deed means a document or instrument which conveys a license use and access for sepulchre only, and does not convey a fee interest in the land of the lot.

[...]

Sec. 26-34. – Sale or transfer of cemetery lots.

- (a) The City Clerk shall be empowered to prepare and execute on behalf of the City deeds conveying interest for sepulchre in cemetery lots in all cemeteries owned and operated by the City. Deeds prepared by the City Clerk shall be effective upon the City Clerk signing said deeds on behalf of the City and without review or approval by the Office of the City Manager and the City Commission. Such deeds shall convey license to use and access for sepulchre only, and shall not be interpreted to convey a fee interest in the land.

(b) No person shall purchase, have, hold, or own any license for use or access to a lot or part of a lot in the cemetery for the purpose of resale, speculation, or sale of single burial places, or sell or transfer any lot or part of a lot in the cemetery.

[...]

(c) No owner of a license for use or access to a lot in the cemetery, or any part thereof, shall sell or convey a burial space for any sum in excess of the amount paid therefor when the purchase was made from the City.

SECTION 6. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2020

Adopted by the Board of Commissioners, _____, 2020

Recorded by the City Clerk, _____, 2020

Published by *The Paducah Sun*, _____, 2020

ORD\26-31 26-34 – Oak Grove Cemetery Deed

Ordinance created by Kristen Worak, KKHB

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Setting Tax Levies: Ad Valorem Properties - FY2021 - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) are proposed to be set as per the attached ordinance.

The City's General Fund real estate tax levy is proposed to remain at \$26.7 cents per \$100 assessed value (AV). The proposed FY2021 rate is 61% of what the rate was in FY1995, when the City made a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be \$39 cents per \$100 AV. The proposed FY2021 rate is 23% less than the FY1995 rate.

The City eliminated inventory taxes years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax revenue would have been nearly \$873,000 in FY2021, if it were still in place today.

Staff proposes the City's tax levy be set at 26.7 cents per \$100 AV, the same as last year (FY2020). The FY2021 compensating rate is 26.3 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 27.4 cents. The City of Paducah is proposing to take keep the rate the same as last year which is 1.5% more than the compensating rate.

From FY2001 to FY2021, the City of Paducah lowered its real estate tax levy by 3.3 cents, while others increased their tax levy.

The property tax levy ordinance will be introduced on September 8, 2020 with the second and final reading on September 22, 2020. Since the City's proposed tax levy is more than the 'compensating rate' of 26.3 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 8, 2020.

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

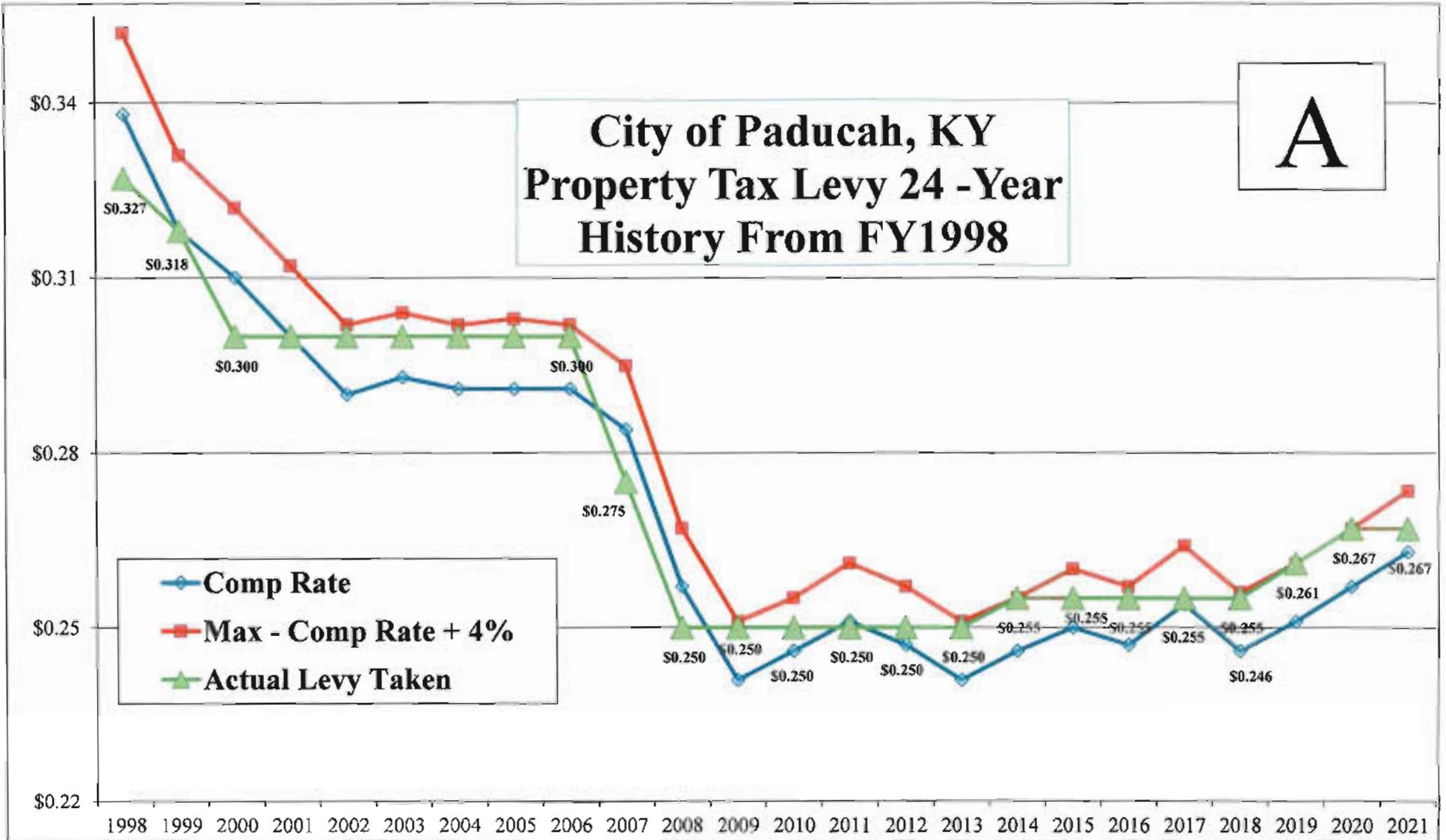
If yes, please list the Action Step Item Codes(s): Recommend that the Mayor and Commission adopt the proposed 2020-2021 real estate and personal ad valorem tax levies as proposed.

Funds Available: Account Name:
Account Number:

Staff Recommendation: The City of Paducah will set the 2020-2021 property tax levies as required by KRS.

Attachments:

1. PropTx Levy Hist from FY1998
2. Tax Rate FY2021



AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2020, through June 30, 2021, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty six and 7/10 cents (\$.267) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2020, through June 30, 2021, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents (\$.390) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2020, through June 30, 2021.

SECTION 4. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$.016) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2020, through June 30, 2021, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$.016) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2020, through June 30, 2021, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2020, through June 30, 2021, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.267
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.016
Personal Property (except inventory)	\$0.016
Motor Vehicles and watercraft	\$0.031

SECTION 8. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Nine Hundred Dollars (\$900.00), the payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.
 - (b) The second half payment shall be due on February 1, 2021, and shall be payable without penalty and interest until February 28, 2021.

SECTION 9. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 10. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 8, 2020
Adopted by the Board of Commissioners September 22, 2020
Recorded by Lindsay Parish, City Clerk, September __, 2020
Published by The Paducah Sun, September __, 2020
ORD\FINANCE\Tax Rate FY2021

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Purchase of Real Estate located at 2640 South 24th Street for the as-is purchase price of \$8,000.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy, Melanie Townsend

Presentation By: Rick Murphy

Background Information: 2640 South 24th Street is located immediately adjacent to the South 24th Street Bridge that the City just replaced and enhanced through FEMA funding. The property is located within a floodplain. The current improvements on the property will be removed and the property will be graded to allow for better stormwater drainage and management within the area. The property is assessed at \$18,000 by the McCracken County PVA. Mr. & Mrs. Strickland have agreed upon an as-is purchase price of \$8,000 for the property.

This purchase will also support a larger prospective project involving improvement of South 24th Street.

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

If yes, please list the Action Step Item Codes(s): I-3: Stormwater Utility Maintenance and Mitigation
CI-4: Improve Street Conditions within the City

Funds Available: Account Name: MAP Fund Constr Materials/StrmSwr

Account Number: 23002217 539200

Staff Recommendation: Authorize the Mayor to enter into a purchase contract and execute all documents necessary to execute the purchase of real estate located at 2640 South 24th Street, Paducah, KY for the as-is purchase price of \$8,000.00

Attachments:

1. 2640 South 24th St deed
2. Ordinance - property purchase - 2640 South 24th Street

DEED OF CONVEYANCE

THIS DEED made and entered into this the _____ day of _____, 2020, by and between WAYNE STRICKLAND a/k/a CECIL WAYNE STRICKLAND and his wife, NANCY CARROL STRICKLAND, of 136 Milton Drive, Paducah, KY 42003, hereinafter called Grantor, and THE CITY OF PADUCAH, KENTUCKY, of 300 South 5th Street, Paducah, KY 42003, hereinafter called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$8,000.00 cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

Beginning at an iron pin on the west side of south 24th Street a distance of 300 feet in a northerly direction from the northwest intersection of south 28th Street (Schmidt Street) and south 24th; thence in a northerly direction with the westerly line of south 24th Street a distance of 110 feet to an iron pin; thence at an interior angle of 90 degrees 3 minutes 10 seconds, a distance of 274.85 feet, in a westerly direction to an iron pin; thence at an interior angle of 73 degrees 15 minutes, a distance of 114.87 feet in a southerly direction to an iron pin; thence at an interior angle of 160 degrees 45 minutes, a distance of 241.85 feet in a westerly direction to the point of beginning.

Being the same property conveyed to Wayne Strickland by deed dated March 12, 2015, of record in Deed Book 457, page 361, McCracken County Court Clerk's Office.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns forever, with Covenant of General Warranty, except easements, covenants and restrictions of record.

Please forward current year tax bill in care of the City of Paducah, Kentucky, 300 South 5th Street, Paducah, KY 42003.

CONSIDERATION CERTIFICATE

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the consideration recited herein is the full actual consideration paid or to be paid for the property transferred hereby. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.



WAYNE STRICKLAND a/k/a
CECIL WAYNE STRICKLAND



NANCY CARROL STRICKLAND

BRANDI HARLESS, Mayor

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this 25 day of Aug, 2020, by WAYNE STRICKLAND a/k/a CECIL WAYNE STRICKLAND and his wife, NANCY CARROL STRICKLAND, Grantor.

My commission expires Jan 31, 2024.



Notary Public, State at Large

Notary ID # KYNP1284
My Commission Expires Jan. 31, 2024

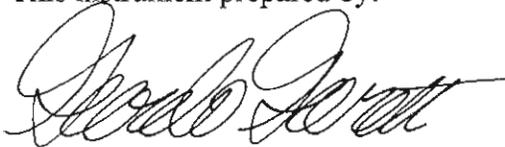
STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this ____ day of _____, 2020, by BRANDI HARLESS, Mayor of the City of Paducah, Kentucky, Grantee.

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:



HOUSMAN, GARATT & DUNCAN, PLLC
P.O. Box 1196
Paducah, KY 42002-1196

ORDINANCE NO. 2020-09-_____

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN TRACT OF REAL ESTATE GENERALLY LOCATED AT 2640 SOUTH 24TH STREET, PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM WAYNE STRICKLAND, A/K/A CECIL WAYNE STRICKLAND AND HIS WIFE, NANCY CARROL STRICKLAND, FOR A PUBLIC PURPOSE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Board of Commissioners of the City of Paducah has determined that it is necessary, appropriate, or in the best interest of the City to purchase a certain tract of real estate generally located at 2640 South 24th Street, Paducah, McCracken County, Kentucky 42001, which is more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the property located at 2640 South 24th Street is located in a floodplain and is immediately adjacent to the South 24th Street Bridge that the City just replaced and enhanced through FEMA Funding; and

WHEREAS, the current improvements on the property will be removed and the property will be graded to allow for better stormwater drainage and management within the area; and

WHEREAS, Wayne Strickland, a/k/a Cecil Wayne Strickland and his wife, Nancy Carrol Strickland (“SELLERS”), acknowledge that the property is assessed at \$18,000 by the McCracken County PVA, but they have agreed upon an “as is” purchase price of \$8,000; and

WHEREAS, the City of Paducah has reached an agreement for the purchase of the Property with Sellers, their successors and assigns, for the purchase price of EIGHT THOUSAND AND NO/100 (\$8,000) DOLLARS; and

WHEREAS, the Board of Commissioners of the City of Paducah concur and find that the purchase of the Property for the purchase price of EIGHT THOUSAND AND NO/100 (\$8,000) DOLLARS is in the best interest of the City.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners of the City of Paducah hereby approves and consents to the purchase and acquisition of the Property from Sellers for the purchase price of EIGHT THOUSAND AND 00/100 (\$8,000) DOLLARS. It is hereby found and determined that the acquisition is to be used for the public purposes of the City.

SECTION 2. It is further determined that the Mayor, on behalf of the City of Paducah, Kentucky, is authorized to execute a purchase contract and all other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Sellers in accordance with this Ordinance.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from the MAP Fund Construction Materials, Storm Sewer Account, Account Number 23002217 539200

SECTION 4. 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 5. This 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 6. 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 7. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, September 8, 2020
Adopted by the Board of Commissioners, September _____, 2020
Recorded by Lindsay Parish, City Clerk, September _____, 2020.
Published by The Paducah Sun, _____, 2020.
\\ord\ property-2640 South 24th Street

EXHIBIT "A"

Beginning at an iron pin on the west side of South 24th Street a distance of 300 feet in a northerly direction from the northwest intersection of South 28th Street (Schmidt Street) and South 24th; thence in a northerly direction with the westerly line of South 24th Street a distance of 110 feet to an iron pin; thence at an interior angle of 90 degrees 3 minutes 10 seconds, a distance of 274.85 feet, in a westerly direction to an iron pin; thence at an interior angle of 73 degrees 15 minutes, a distance of 114.87 feet in a southerly direction to an iron pin; thence at an interior angle of 160 degrees 45 minutes, a distance of 241.85 feet in a westerly direction to the point of beginning.

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2020

Short Title: Final Annexation Ordinance for Bremer, Oliphant & King -- **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer, Tammara Tracy

Presentation By: Tammara Tracy

Background Information: The City Commission adopted Ordinance Number 2020-6-8640, which was published on June 30, 2020. This was an Intent to Annex Ordinance for properties located at 5269 Hinkleville Road, 1815 Olivet Church Road and 6215 Blandville Road. No petitions to have this item placed on the November ballot were received in the statutory 60 day petition period. This ordinance would finalize their annexation into the City of Paducah.

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

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

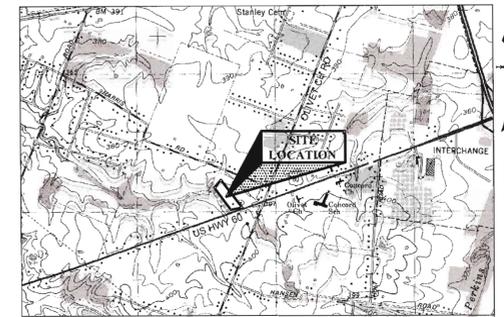
Funds Available: Account Name:
 Account Number:

Staff Recommendation: Approval of the Ordinance to annex these three properties.

Attachments:

1. ANX2020-024 Plat - Bremer Tract Olivet Church Rd
2. ANX2020-024 Plat - King Tract US60-Hinkleville
3. ANX2020-024 Plat - Oliphant Tract US62 Blandville
4. King Legal ANX2020-024
5. Oliphant Legal ANX2020-024
6. Bremer Legal ANX2020-024
7. Ordinance - annex – final - Blandville, Olivet Church, Hinkleville – Oliphant, Bremer, King

KENTUCKY STATE PLANE
 COORDINATE SYSTEM-SOUTH ZONE
 (NAD83) (2011)
 (NAVD 88) (GEOID 18)
 (SURVEY UNITS-U.S. FEET)



VICINITY MAP
 SCALE: 1" = 2,000'

LEGEND

- ANNEXATION LINE
- CITY / COUNTY LIMITS
- ADJOINING PROPERTY LINE

- NOTES:**
1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
 2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND WEST BOUNDARIES OF THE TRACT.
 3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS RECORDED IN PLAT SECTION "M", PAGE 1362; THE ALBERTA KING DEED RECORDED IN DEED BOOK 663, PAGE 790; AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEED RECORDED IN DEED BOOK 890, PAGE 28.
 4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.0000055604 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

SURVEYOR'S CERTIFICATE:
 I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND ALBERTA KING THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18.150 IN THE STATE OF KENTUCKY.

Ricky K. Tosh 2/16/2020
 RICKY K. TOSH P.L.S. No. 2900 DATE

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

ANNEXATION PLAT:
 THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

CLIENT: CITY OF PADUCAH
 P.O. BOX 2287
 PADUCAH, KY 42002-2287

OWNER: ALBERTA KING
 c/o JOHN KING
 171 CHEROKEE PARK
 LEXINGTON, KY 40503

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REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : T. MEADOWS	FIELD SURVEY DATE : 2/4/20	SCALE : 1" = 60'
REVIEWED BY : R. TOSH	FIELD BOOK No. : 195, PAGE 3	COORD FILE : 2020005
APPROVED BY : _____	REF. JOB No. :	SCREEN FILE : 2020005 ANNEXATION

DUMMER SURVEYING & ENGINEERING SERVICES, INC.
 434 South 6th Street Paducah, Kentucky 42003
 KY. 270-444-0220 IL. 618-524-4209 FAX 270-444-9453 www.dsande.com

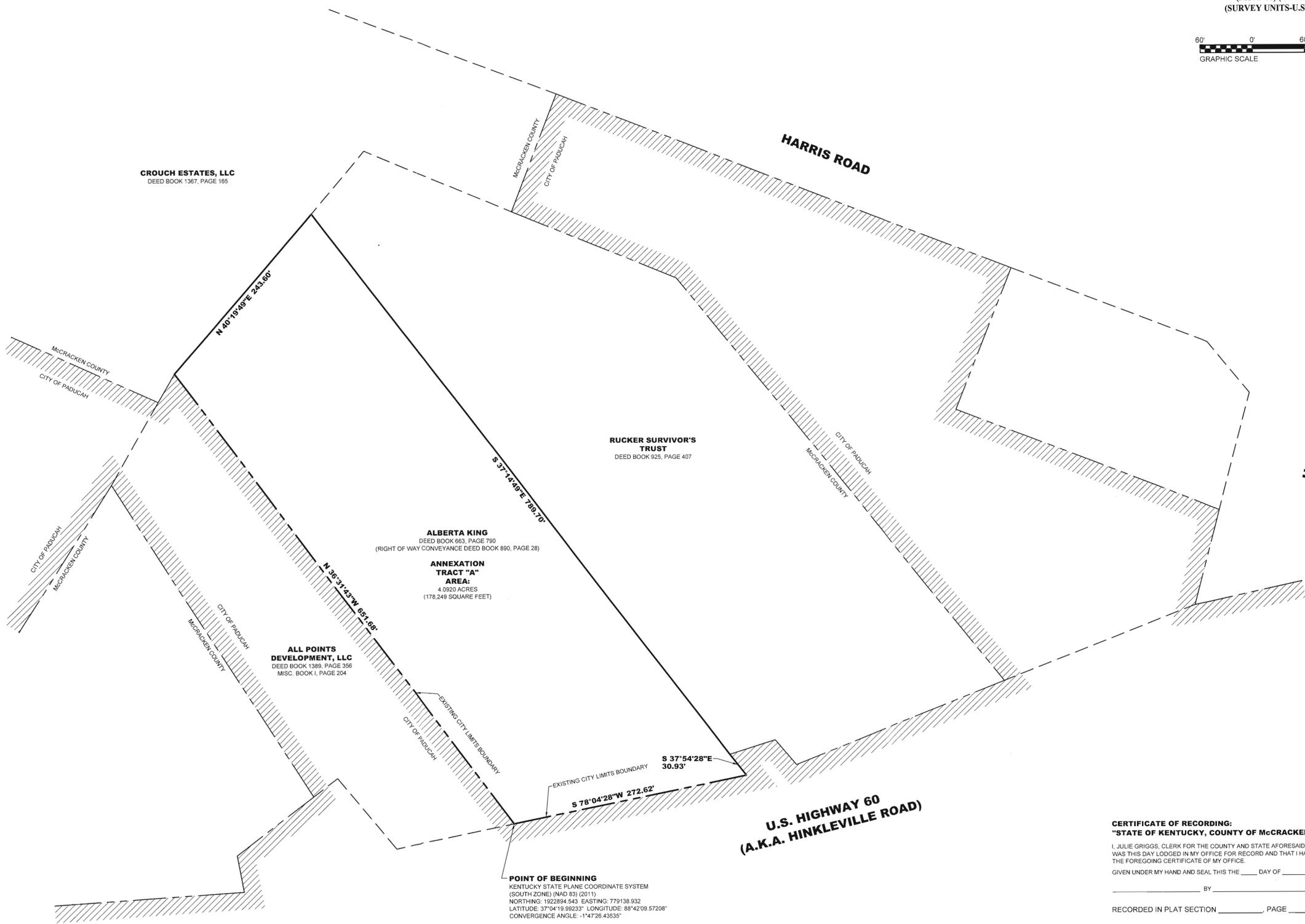
ANNEXATION PLAT OF THE ALBERTA KING PROPERTY
 5269 HINKLEVILLE ROAD
 McCracken County, Kentucky



SHEET No. **1**
 DS&E JOB No. **2020005**

CERTIFICATE OF RECORDING:
"STATE OF KENTUCKY, COUNTY OF McCRACKEN"
 I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.
 GIVEN UNDER MY HAND AND SEAL THIS THE ____ DAY OF _____, 20__.
 _____ BY _____, D.C.
 RECORDED IN PLAT SECTION _____, PAGE _____.

SITE DATUM CALCULATED FACTORS:
 ELLIPSOID FACTOR (EF) = 0.999985806881
 COMBINED FACTOR (CF) = 0.999941569561 (CONVERSION FROM GROUND TO GRID)
 PROJECT DATUM FACTOR (PDF) = 1.000058433853 (CONVERSION FROM GRID TO GROUND)



POINT OF BEGINNING
 KENTUCKY STATE PLANE COORDINATE SYSTEM
 (SOUTH ZONE) (NAD 83) (2011)
 NORTHING: 1922894.543 EASTING: 779138.932
 LATITUDE: 37° 04' 19.39233" LONGITUDE: 88° 42' 09.57208"
 CONVERGENCE ANGLE: -1° 47' 26.43535"

CROUCH ESTATES, LLC
 DEED BOOK 1367, PAGE 185

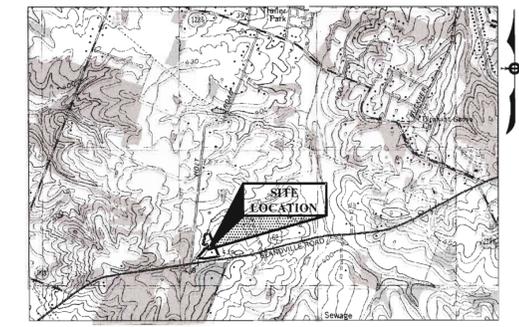
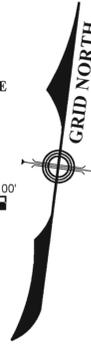
RUCKER SURVIVOR'S TRUST
 DEED BOOK 925, PAGE 407

ALBERTA KING
 DEED BOOK 663, PAGE 790
 (RIGHT OF WAY CONVEYANCE DEED BOOK 890, PAGE 28)

ANNEXATION TRACT "A"
 AREA:
 4.0920 ACRES
 (178,249 SQUARE FEET)

ALL POINTS DEVELOPMENT, LLC
 DEED BOOK 1389, PAGE 356
 MISC. BOOK 1, PAGE 204

KENTUCKY STATE PLANE
 COORDINATE SYSTEM-SOUTH ZONE
 (NAD83) (2011)
 (NAVD 88) (GEOID 18)
 (SURVEY UNITS-U.S. FEET)



VICINITY MAP
 SCALE: 1" = 2,000'

LEGEND

- ANNEXATION LINE
- - - ROAD CENTERLINE
- - - ADJOINING PROPERTY LINE
- ▨ CITY / COUNTY LIMITS

- NOTES:**
1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
 2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND EAST BOUNDARIES OF THE TRACT.
 3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS RECORDED IN PLAT SECTION "L", PAGE 195; THE NEAL & SHARON OLIPHANT DEED RECORDED IN DEED BOOK 860, PAGE 38; AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEED RECORDED IN DEED BOOK 709, PAGE 631; AND THE FOLLOWING RECORDED PLATS: PLAT SECTION "M", PAGE 236, PLAT SECTION "L", PAGE 1313.
 4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.000040575 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

SURVEYOR'S CERTIFICATE:
 I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND NEAL & SHARON OLIPHANT THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18-150 IN THE STATE OF KENTUCKY.

Ricky A. Toshi 2/19/20
 RICKY A. TOSHI P.E. No. 8900 DATE

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

ANNEXATION PLAT:
 THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

CLIENT: CITY OF PADUCAH
 P.O. BOX 2267
 PADUCAH, KY 42002-2267

OWNER: NEAL & SHARON OLIPHANT
 6215 BLANDVILLE ROAD
 PADUCAH, KY 42001

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REV. No.	DATE	TYPE	BY	APPROVED/DATE
1	2/19/20	EDIT NOTES	R. TOSHI	

DRAWN BY: T. MEADOWS	FIELD SURVEY DATE: 1/13/20	SCALE: 1" = 50'
REVIEWED BY: R. TOSHI	FIELD BOOK No.: 190, PAGE 20	COORD. FILE: 2020004
APPROVED BY: DATE	REF. JOB No.:	SCREEN FILE: 2020004 ANNEXATION

DUMMER SURVEYING & ENGINEERING SERVICES, INC.

434 South 6th Street Paducah, Kentucky 42003 KY. 270-444-0220 IL. 618-524-4209 FAX 270-444-9493 www.dsandee.com

ANNEXATION PLAT OF THE
NEAL AND SHARON OLIPHANT PROPERTY

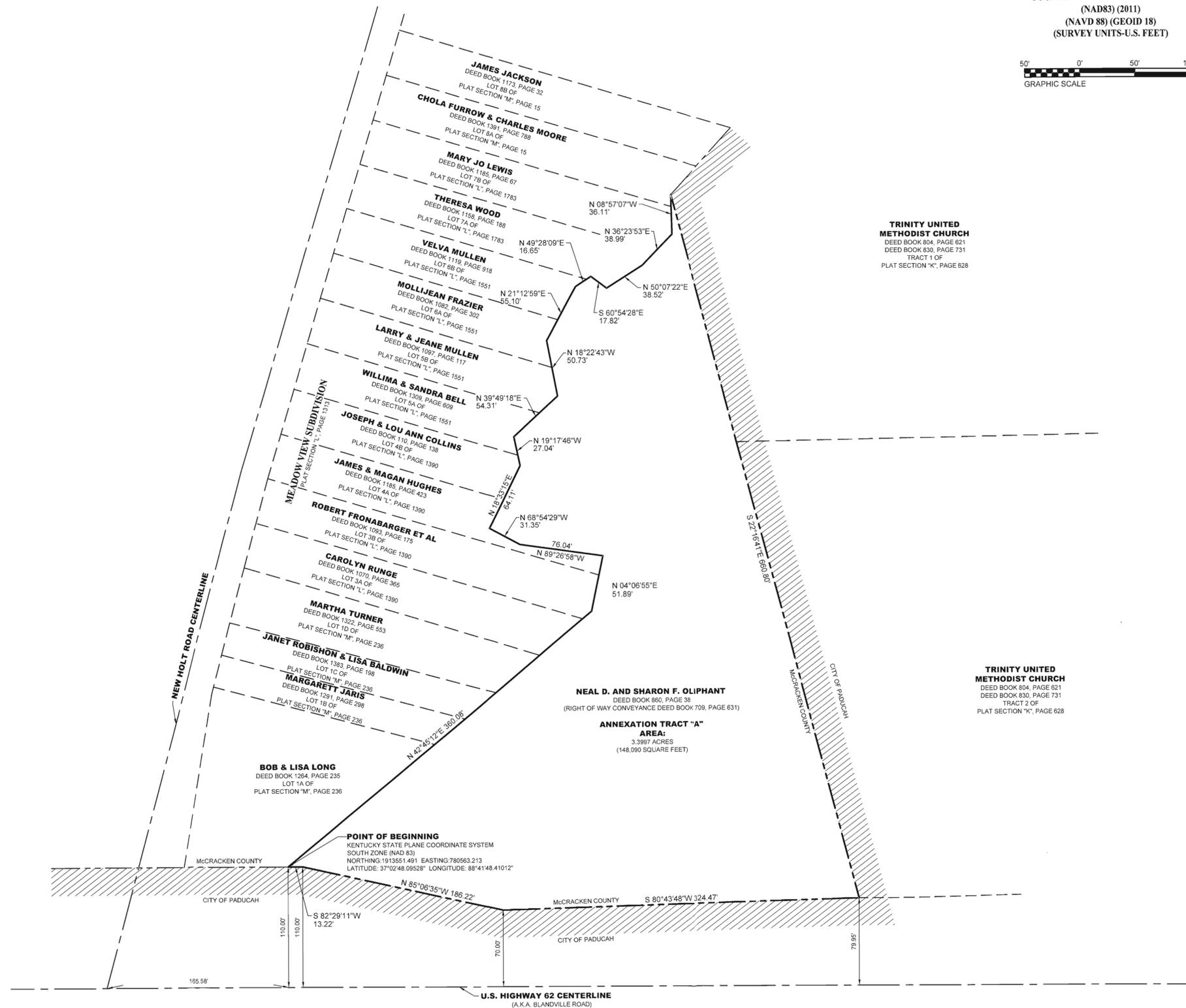
6215 BLANDVILLE ROAD
 McCracken County, Kentucky

RECEIVED FEB 18 2020 Planning Department

STATE OF KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR

SHEET No. **1**

DATE JOB No. **2020004**



CERTIFICATE OF RECORDING:
"STATE OF KENTUCKY, COUNTY OF McCracken"

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

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

____ BY _____ D.C.

RECORDED IN PLAT SECTION _____, PAGE _____.

SITE DATUM CALCULATED FACTORS:
 ELLIPSOID FACTOR (EF) = 0.999983941190
 COMBINED FACTOR (CF) = 0.999941850495 (CONVERSION FROM GROUND TO GRID)
 PROJECT DATUM FACTOR (PDF) = 1.000058152886 (CONVERSION FROM GRID TO GROUND)

ANX 2020-025

LEGAL DESCRIPTION OF ANNEXATION TRACT "A"
ALBERT KING PROPERTY

A certain tract of land containing 4.0920 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 21, 2020, located on the north side of U.S. Highway 60 (aka Hinkleville Road) and west of U.S. Highway 998 (aka Olivet Church Road) in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 21, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 60 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1922894.543, East: 779138.932; Latitude: 37°04'19.99233", Longitude: 88°42'09.57208";

Thence North 36 Degrees 31 Minutes 43 Seconds West for a distance of 651.68 feet with the existing City of Paducah Kentucky limits to a point;

Thence North 40 Degrees 19 Minutes 49 Seconds East for a distance of 243.60 feet to a point;

Thence South 37 Degrees 14 Minutes 49 Seconds East for a distance of 789.70 feet to a point in the right of way of U.S. Highway 60;

Thence with the right of way of U.S. Highway 60 and the existing City of Paducah Kentucky limits the following (2) Two courses:

1. South 37 Degrees 54 Minutes 28 Seconds East for a distance of 30.93 feet to a point;
2. South 78 Degrees 04 Minutes 28 Seconds West for a distance of 272.62 feet to the point of beginning and being a part of the same property described in Deed Book 663, Page 790 of the McCracken County Clerk's office.

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and west boundaries.

Ricky A. Tosh, PLS No. 2900 Date

LEGAL DESCRIPTION OF ANNEXATION TRACT "A"
NEAL & SHARON OLIPHANT PROPERTY

A certain tract of land containing 3.3997 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 13, 2020, located on the north side of U.S. Highway 62 (aka Blandville Road) and east of New Holt Road in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 13, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 62 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913551.491, East: 780563.213; Latitude: 37°02'48.09528", Longitude: 88°41'48.41012";

Thence North 42 Degrees 45 Minutes 12 Seconds East for a distance of 360.08 feet to a point;

Thence North 04 Degrees 06 Minutes 55 Seconds East for a distance of 51.89 feet to a point;

Thence North 89 Degrees 26 Minutes 58 Seconds West for a distance of 76.04 feet to a point;

Thence North 68 Degrees 54 Minutes 29 Seconds West for a distance of 31.35 feet to a point;

Thence North 18 Degrees 33 Minutes 15 Seconds East for a distance of 64.11 feet to a point;

Thence North 19 Degrees 17 Minutes 46 Seconds West for a distance of 27.04 feet to a point;

Thence North 39 Degrees 49 Minutes 18 Seconds East for a distance of 54.31 feet to a point;

Thence North 18 Degrees 22 Minutes 43 Seconds West for a distance of 50.73 feet to a point;

Thence North 21 Degrees 12 Minutes 59 Seconds East for a distance of 55.10 feet to a point;

Thence North 49 Degrees 28 Minutes 09 Seconds East for a distance of 16.65 feet to a point;

Thence South 60 Degrees 54 Minutes 28 Seconds East for a distance of 17.82 feet to a point;

Thence North 50 Degrees 07 Minutes 22 Seconds East for a distance of 38.52 feet to a point;

Thence North 36 Degrees 23 Minutes 53 Seconds East for a distance of 38.99 feet to a point;

Thence North 08 Degrees 57 Minutes 07 Seconds West for a distance of 36.11 feet to a point in the existing City of Paducah Kentucky limits;

Thence South 22 Degrees 16 Minutes 41 Seconds East for a distance of 660.80 feet with the existing City of Paducah Kentucky limits to a point in the north right of way of U.S. Highway 62;

Thence with the right of way of U.S. Highway 62 and continuing the existing City of Paducah Kentucky limits the following (3) Three courses:

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the City adopted Ordinance No. 2020-06-8640 on June 24, 2020, declaring its intent to annex approximately 8.6 acres of land located at 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road, which is contiguous to the City of Paducah and particularly and accurately set out in the legal descriptions below; and

WHEREAS, said properties are urban in character or suitable for urban development without unreasonable delay; and

WHEREAS, annexation has been requested by the following property owners: Neal & Sharon Oliphant for the property located at 6215 Blandville Road and Lucas Bremer for the property located at 1815 Olivet Church Road; and

WHEREAS, not all of the real property owners within the territory proposed to be annexed have given their consent to be annexed and the City of Paducah is pursuing the annexation of 5269 Hinkleville Road; and,

WHEREAS, said tracts of land are not within the boundary of another incorporated city.

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

SECTION 1. It is the intent of the City of Paducah, Kentucky, to finalize the annexation of the hereinafter described property, and therefore that the hereinafter described property be annexed to, and be made a part of the City of Paducah, Kentucky said real property being more particularly and accurately described as follows:

**LEGAL DESCRIPTION OF ANNEXATION
NEAL & SHARON OLIPHANT PROPERTY**

A certain tract of land containing 3.3997 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 13, 2020, located on the north side of U.S. Highway 62 (aka Blandville Road) and east of New Holt Road in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 13, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 62 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913551.491, East: 780563.213; Latitude: 37°02'48.09528", Longitude: 88°41'48.41012";

Thence North 42 Degrees 45 Minutes 12 Seconds East for a distance of 360.08 feet to a point;

Thence North 04 Degrees 06 Minutes 55 Seconds East for a distance of 51.89 feet to a point;

Thence North 89 Degrees 26 Minutes 58 Seconds West for a distance of 76.04 feet to a point;

Thence North 68 Degrees 54 Minutes 29 Seconds West for a distance of 31.35 feet to a point;

Thence North 18 Degrees 33 Minutes 15 Seconds East for a distance of 64.11 feet to a point;

Thence North 19 Degrees 17 Minutes 46 Seconds West for a distance of 27.04 feet to a point;

Thence North 39 Degrees 49 Minutes 18 Seconds East for a distance of 54.31 feet to a point;

Thence North 18 Degrees 22 Minutes 43 Seconds West for a distance of 50.73 feet to a point;

Thence North 21 Degrees 12 Minutes 59 Seconds East for a distance of 55.10 feet to a point;

Thence North 49 Degrees 28 Minutes 09 Seconds East for a distance of 16.65 feet to a point;

Thence South 60 Degrees 54 Minutes 28 Seconds East for a distance of 17.82 feet to a point;

Thence North 50 Degrees 07 Minutes 22 Seconds East for a distance of 38.52 feet to a point;

Thence North 36 Degrees 23 Minutes 53 Seconds East for a distance of 38.99 feet to a point;

Thence North 08 Degrees 57 Minutes 07 Seconds West for a distance of 36.11 feet to a point in the existing City of Paducah Kentucky limits;

Thence South 22 Degrees 16 Minutes 41 Seconds East for a distance of 660.80 feet with the existing City of Paducah Kentucky limits to a point in the north right of way of U.S. Highway 62;

Thence with the right of way of U.S. Highway 62 and continuing the existing City of Paducah Kentucky limits the following (3) Three courses:

1. South 80 Degrees 43 Minutes 48 Seconds West for a distance of 324.47 feet to a point;

2. North 85 Degrees 06 Minutes 35 Seconds West for a distance of 186.22 feet to a point;

3. South 82 Degrees 29 Minutes 11 Seconds West for a distance of 13.22 feet to the point of beginning and being a part of the property described in Deed Book 860, Page 38 .

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and east boundaries.

**LEGAL DESCRIPTION OF ANNEXATION
LUCAS & MOLLIE BREMER PROPERTY & ADJOINING OLIVET CHURCH
RD RIGHT OF WAY**

A certain tract of land containing 1.1547 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 16, 2020, located on the west side of Kentucky Highway 998 (aka Olivet Church Road) and north of U.S. Highway 60 in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 16, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the east right of way of Kentucky Highway 998 and in the existing City of Paducah Kentucky limits, and being the southeast corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913963.645, East: 776283.284; Latitude: 37°02'50.84551", Longitude: 88°42'41.33843";

Thence North 68 Degrees 19 Minutes 38 Seconds West for a distance of 335.41 feet crossing the right of way of Kentucky Highway 998 and with the existing City of Paducah Kentucky limits to a point;

Thence North 22 Degrees 57 Minutes 14 Seconds East for a distance of 150.00 feet leaving the City Limits boundary to a point;

Thence South 68 Degrees 19 Minutes 38 Seconds East for a distance of 335.41 feet crossing the right of way of Kentucky Highway 998 to a point in the east right of way of said highway and in the existing City of Paducah Kentucky limits;

Thence South 22 Degrees 57 Minutes 14 Seconds West for a distance of 150.00 feet with the east right of way of Kentucky Highway 998 and the existing City of Paducah Kentucky limits to the point of beginning and being the property described in Deed Book 1338, Page 191 and a portion of the right of way of Kentucky Highway 998.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

LEGAL DESCRIPTION OF ANNEXATION ALBERTA KING PROPERTY

A certain tract of land containing 4.0920 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 21, 2020, located on the north side of U.S. Highway 60 (aka Hinkleville Road) and west of U.S. Highway 998 (aka Olivet Church Road) in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 21, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 60 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1922894.543, East: 779138.932; Latitude: 37°04'19.99233", Longitude: 88°42'09.57208";

Thence North 36 Degrees 31 Minutes 43 Seconds West for a distance of 651.68 feet with the existing City of Paducah Kentucky limits to a point;

Thence North 40 Degrees 19 Minutes 49 Seconds East for a distance of 243.60 feet to a point;

Thence South 37 Degrees 14 Minutes 49 Seconds East for a distance of 789.70 feet to a point in the right of way of U.S. Highway 60;

Thence with the right of way of U.S. Highway 60 and the existing City of Paducah Kentucky limits the following (2) Two courses:

1. South 37 Degrees 54 Minutes 28 Seconds East for a distance of 30.93 feet to a point;
2. South 78 Degrees 04 Minutes 28 Seconds West for a distance of 272.62 feet to the point of beginning and being a part of the same property described in Deed Book 663, Page 790 of the McCracken County Clerk's office.

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and west boundaries.

SECTION 2. The City of Paducah hereby declares it desirable to annex the properties described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. 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, September 8, 2020

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

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