



CITY COMMISSION MEETING  
 AGENDA FOR SEPTEMBER 6, 2016  
 5:30 P.M.  
 CITY HALL COMMISSION CHAMBERS  
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

**PRESENTATION:** American Heart Association Mission Lifeline EMS Performance  
 Achievement Award to Police & Fire Chief - Mercy Regional (Irvin Smith  
 and Jeremy Jeffrey)

	<b>I. <u>MINUTES</u></b>
	<b>II. <u>MOTION</u></b>
	A. R & F Documents
	<b>III. <u>MUNICIPAL ORDER</u></b>
	A. Approve An Assistance Agreement with the Kentucky Infrastructure Authority for Paducah Water – <b>B. ROBERTSON</b>
	B. Sale of Surplus Property Located at 1319 Park Avenue – <b>S. ERVIN</b>
	C. Sale of Surplus Property Located at 2519 Ohio Street – <b>S. ERVIN</b>
	<b>IV. <u>ORDINANCES – ADOPTION</u></b>
	A. Approve Contract with HDR Engineering, Inc., for Broadway/Jefferson Two Way Conversion w/ Bike Lanes, Traffic Study and Signing, Pavement Marking Plan – <b>S. ERVIN</b>
	B. Amend Alcoholic Beverage Ordinance – <b>CITY MGR</b>
	C. Approve Agreement with Lone Oak Fire District for 911 Dispatch Services -- <b>CITY MGR</b>
	D. Approve Agreement with Hendron Fire District for 911 Dispatch Services – <b>CITY MGR</b>
	<b>V. <u>ORDINANCES - INTRODUCTION</u></b>
	A. Approve First Amendment to the Solid Waste Agreement with Freedom Waste Service - <b>CITY MGR</b>

		B. Approve Final Annexation for Trinity United Methodist Church – S. ERVIN
		C. Closure of a Portion of North 29 <sup>th</sup> Street between Harrison Street and Trimble Street – R. MURPHY
		D. Closure of Yopp Street – R. MURPHY
		E. Purchase Dumpsters for Solid Waste Division – R. MURPHY
		F. Purchase Roll Out Containers for Solid Waste Division – R. MURPHY
		G. Purchase Vehicles for Paducah Police Department – R. MURPHY
		H. Accept 2016 Port Security Grant Award – POLICE CHIEF BARNHILL
		I. Accept FY2017 Highway Safety Grant Award – POLICE CHIEF BARNHILL
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR &amp; COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

AUGUST 23, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, August 23, 2016, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Rhodes, Wilson and Mayor Kaler (3). Commissioner Abraham and Gault were absent (1).

### **ADDITIONS/DELETIONS**

City Manager Pederson added two ordinance introductions to the agenda. They are agreements with Lone Oak Fire District and Hendron Fire District for 911 dispatch services.

### **PRESENTATIONS**

#### **DUCHESS OF PADUCAH**

Mayor Kaler gave a Duchess of Paducah award to Carolyn Stratton for community involvement.

#### **DUKE OF PADUCAH**

The Mayor gave a Duke of Paducah award to Peter "Wolf" Toth for returning to Paducah to stabilize the sculpture, Wacinton, which is located in Noble Park. Mr. Toth is the original artist who created the sculpture and placed it in Paducah in 1985.

### **PROCLAMATION**

Mayor Kaler presented a proclamation to Gianna Bathory proclaiming August as Suicide Awareness Month.

### **NATIONAL QUILT MUSEUM UPDATE**

Frank Bennett, Chief Executive Officer, of the National Quilt Museum gave an update on attendance related to the quilt museum. For the fifth year in a row attendance increased. This last fiscal year, which ended in June, attendance increased by 2.68%. For the 2015 calendar year visitors came from 48 different countries and from all 50 states. Mr. Bennett thanked the City for its support.

### **PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY INDUSTRIAL SURCHARGES**

Executive Director, John Hodges, explained the industrial users surcharge guidelines. At the State's request the JSA Board passed two surcharges related to industrial users that are for ammonia and oil & grease. The surcharge for ammonia is \$.59 lb and \$.35 lb for oil and grease.

### **MINUTES**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the reading of the Minutes for the August 16, 2016, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).

### **APPOINTMENTS**

#### **PLANNING COMMISSION**

Mayor Kaler made the following reappointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Bob Wade as a member of the Paducah Planning Commission. This term will expire August 31, 2020."

AUGUST 23, 2016

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners approve the action of Mayor Kaler in reappointing Bob Wade as a member of the Paducah Planning Commission.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).

**MOTION**

**R & F DOCUMENTS**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the following documents be received and filed:

**DOCUMENTS**

1. Certificate of Liability Insurance for Barnhill Excavation & Landscaping
2. Law Enforcement Service Fee Grant Award for FY2016 Paducah Police Department DUI Enforcement (ORD 2016-08-8402)
3. Interlocal Agreement with McCracken County for administration of the 2016 Household Hazardous Waste Grant Award (ORD 2016-06-8368)
4. Interlocal Agreement with McCracken County for acceptance and administration of the Edward Byrne Justice Assistance Grant Award (ORD 2016-06-8377)
5. Agreement with McKeel Equipment Co., Inc for purchase of one backhoe loader (ORD 2016-8-8398)
6. Agreement with McKeel Equipment Co., Inc for purchase of one rubber track loader (ORD 2016-8-8399)
7. Agreement with Municipal Equipment Co. for purchase of one side arm refuse truck (Ord 2016-8-8400)
8. Agreement with ERB Equipment Co. for purchase of one wheeled loader (ORD 2016-8-8397)
9. Contracts for Service:
  - a. Greater Paducah Economic Development Council & EntrePaducah (ORD 2016-8-8404)
  - b. Paducah Junior College, Inc. – Scommunity Scholarship Program (ORD 2016-8-8405)
  - c. Paducah Junior College, Inc. – Paducah School of Art (ORD 2016-8-8406)
  - d. Paducah Transit Authority (ORD 2016-8-8407)
  - e. Luther F. Carson Four Rivers Center, Inc. (ORD 2016-8-8408)
  - f. Barkley Regional Airport Authority (ORD 2016-8-8409)

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).

**MUNICIPAL ORDER**

**PERSONNEL ACTIONS**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

(SEE MUNICIPAL ORDER BOOK)

AUGUST 23, 2016

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).

**AUTHORIZE APPLICATION FOR NEA OUR TOWN GRANT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR THE CITY OF PADUCAH IN PARTNERSHIP WITH THE MARKET HOUSE THEATER TO APPLY FOR THE 2016 OUR TOWN MATCHING GRANT FUNDED BY THE NATIONAL ENDOWMENT FOR THE ARTS IN THE AMOUNT OF \$150,000, TO BE USED FOR THE MARKET HOUSE THEATER'S "THE NEXT STAGE" CAMPAIGN AND AUTHORIZES THE MAYOR TO EXECUTE ALL APPLICATION DOCUMENTS RELATING TO SAME," be adopted.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).  
M.O.#1927; BK 9

**EXTENSION OF CASUALTY INSURANCE FOR COLUMBIA THEATRE**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF CONSENT TO CASUALTY INSURANCE RENEWAL WITH THE COLUMBIA CLUB, INC., A KENTUCKY NON-PROFIT CORPORATION," be adopted.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).  
M.O.#1928; BK 9

**ORDINANCES – ADOPTION**

**CONTRACT WITH HDR ENGINEERING, INC FOR ENGINEERING DESIGN AND CONSTRUCTION INSPECTION FOR FLOOD PUMP STATIONS #2 & #9**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING DESIGN SERVICES REQUIRED TO COMPLETE THE PROJECT PLANS FOR FLOOD CONTROL PUMP STATIONS #2 AND #9; AUTHORIZING ADDITIONAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES DURING THE CONSTRUCTION OF THE PROJECT, AND AUTHORIZING THE EXECUTION OF SAID CONTRACT." This ordinance is summarized as follows: The City hereby approves the Professional Service Agreement with HDR Engineering, Inc., for engineering design services required to complete the Project Plans for Flood Control Pump Stations #2 and #9. The City also agrees for HDR to provide construction administration and inspection services during the construction of the project. The total amount for the contract for all services will not to exceed \$132,500. Further, the Mayor of the City is hereby authorized to execute the Agreement.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).  
ORD.#2016-8-8410; BK 34

**ACCEPT 2016-2017 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT AWARD**

AUGUST 23, 2016

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE APPROVING THE EXECUTION OF AN AGREEMENT, AND ALL DOCUMENTS RELATING THERETO, WITH THE U.S. DEPARTMENT OF JUSTICE FOR A 2016-2017 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE TO BE USED BY THE PADUCAH POLICE." This ordinance is summarized as follows: The City of Paducah hereby approves the execution of a grant agreement, and all documents relating thereto, with the U. S. Department of Justice for a 2016-2017 Edward Byrne Memorial Justice Accountability Grant, in the amount of \$11,963.00, to be used by the Paducah Police Department to purchase mobile radios. No local match is required.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).  
ORD.#2016-8-8411; BK 34

**APPROVE CITY MANAGER EMPLOYMENT AGREEMENT EXTENSION**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ADDENDUM NO. 3 TO THE AGREEMENT TO EMPLOY JEFFREY A. PEDERSON AS PADUCAH CITY MANAGER". This ordinance is summarized as follows: The City hereby approves an addendum to the employment agreement with Jeffrey Pederson and authorizes the Mayor to execute said addendum. The changes are as follows: Term of agreement increase effective July 26, 2016 to July 26, 2019; a salary increase to \$165,897 annually; and an allowance for a portion of unused sick leave to be paid out upon resignation.

Adopted upon call of the roll, yeas, Commissioners Rhodes, Wilson and Mayor Kaler (3).  
ORD.#2016-8-8412; BK 34

**ORDINANCES – INTRODUCTION**

**APPROVE CONTRACT WITH HDR ENGINEERING, INC., FOR BROADWAY/JEFFERSON TWO WAY CONVERSION WITH BIKE LANES, TRAFFIC STUDY AND SIGNING PAVEMENT MARKING PLAN**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A SHORT FORM AGREEMENT WITH HDR ENGINEERING, INC., FOR PROFESSIONAL SERVICES FOR THE BROADWAY/JEFFERSON TWO WAY CONVERSION WITH BIKE LANES PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT." This ordinance is summarized as follows: The City hereby approves an agreement with HDR Engineering, Inc., for professional services to study Broadway and Jefferson Streets being converted to two-way, adding bike lanes on Broadway and Jefferson to connect to Phase 5 of the Greenway Trail and Noble Park, prepare a signing and marking plan for bidding, perform signal warrant studies for all intersections within the study area to see if the intersections can be converted to 4-way stop intersections and perform a signal warrant study at 3<sup>rd</sup> and Jefferson. Additionally, HDR will assist the City in the preparation of the Transportation Alternative Grant. Further, the Mayor is authorized to execute said agreement. Total compensation for the services provided by HDR is the lump sum of \$63,000.

AUGUST 23, 2016

### **AMEND ALCOHOLIC BEVERAGE ORDINANCE**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 6, SECTIONS 6-4, 6-7, 6-9, 6-31, 6-35, AND 6-40 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Chapter 6 of the Paducah Code of Ordinances to conform with recent amendments to KRS Chapters 241 through 244, enacted pursuant to the passage of Senate Bill 11 during the 2016 Regular Session of the Kentucky General Assembly, regarding rectifier’s licenses, special temporary alcoholic beverage auction licenses, and alcoholic beverage server training; to modify the times during which alcoholic beverages are permitted to be sold on Sunday; to permit Sunday sales of alcoholic beverages by the drink for athletic facilities holding a Quota Retail Drink license, by the drink for licensed distilleries that also hold a Nonquota type 3 license, and in souvenir packages for all licensed distilleries; and to require wholesalers and distributors to verify that retailers hold a valid local license prior to selling them alcoholic beverages.

### **AGREEMENT WITH LONE OAK FIRE DISTRICT FOR 911 DISPATCH SERVICES**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH LONE OAK FIRE DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: The City of Paducah hereby approves a Communications Service Agreement with Lone Oak Fire District for 911 Dispatch Services which will begin on August 1, 2016, and authorizes the Mayor to execute the Agreement. The initial term of the Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either the City or Lone Oak decide to terminate or renegotiate the Agreement.

### **AGREEMENT WITH HENDRON FIRE DISTRICT FOR 911 DISPATCH SERVICES**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH HENDRON FIRE DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: The City of Paducah hereby approves a Communications Service Agreement with Hendron Fire District for 911 Dispatch Services which will begin on August 1, 2016, and authorizes the Mayor to execute the Agreement. The initial term of the Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either the City or Hendron decide to terminate or renegotiate the Agreement.

### **CITY MANAGER REPORT**

Public Information Officer Pam Spencer showed the Paducah View episode called Storm Water Management. In this episode, City of Paducah Storm Water and Drainage Engineer Eric

AUGUST 23, 2016

Hickman discusses storm water management and how the public can help maintain flow into the system.

**ADOPTED:** September 6, 2016

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City Clerk

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Mayor

I move that the following documents and bids be received and filed:

**DOCUMENTS**

1. Certificate of Liability Insurance and Right of Way Bond for Extreme Construction, LLC
2. Contracts/Agreements:
  - a. Consent to Casualty Insurance Renewal for the Columbia Club Theater (MO # 1928)
  - b. Professional Consulting Agreement with Federal Engineering, Inc. for 911 Communications Services Department (ORD # 2016-08-8401)
  - c. Professional Services Agreement with Bacon, Farmer, Workman Engineering & Testing, Inc. for the Noble Park Pond Bank Stabilization Phase II (Executed by CM)
  - d. Addendum No. 3 to Agreement to Employ Jeffrey A. Pederson as Paducah City Manager (ORD # 2016-08-8412)
  - e. Contracts for Services with Midtown Alliance of Neighbors for FY 2014, 2015 & 2016 (Executed by CM)
3. Paducah Water Works Financial Statements for period ended July 31, 2016

**BIDS FOR PLANNING DEPARTMENT**

**1319 Park Avenue**

1. Brent Lindsey\*

**2519 Ohio Street**

1. Karolyn Brown\*

**BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**

**Ten (10) Police Pursuit Rated SUV's**

1. Paducah Ford\*

# Agenda Action Form Paducah City Commission

Meeting Date: September 6, 2016

Short Title: A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY APPROVING AN ASSISTANCE AGREEMENT DATED AS OF AUGUST 1, 2016 BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY; AUTHORIZING THE EXECUTION OF THE AGREEMENT

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Bill Robertson and Jason Petersen

Presentation By: Jason Petersen, Paducah Water Engineering Manager

### Background Information:

In December of 2015 by Municipal Order No. 1822 the City Commission approved for Paducah Water to obtain loan assistance to upgrade its drinking water infrastructure. Paducah Water moved forward with the application and is now requesting approval of the Assistance Agreement and authorization for the execution of the agreement and supporting documents by the Mayor.

The loan funds will be used to install 9,000 linear feet of 24 inch ductile iron pipe water main lines from the 8<sup>th</sup> Street Treatment Plant to Campbell Street and Kentucky Avenue.

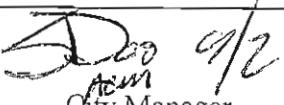
The City of Paducah will be obligated on the debt as the City owns the waterworks and appoints the Commissioners of Waterworks of the City of Paducah. The Commissioners of Waterworks manages and operates the water system on behalf of the City. Paducah Water makes full monthly financial reports and an annual audit to the City Commission. City of Paducah also approves all rates for service furnished so as to ensure that all costs of operation and debt service are covered by service charges.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

### Staff Recommendation:

To approve the terms and conditions of the August 1, 2016, Assistance Agreement with Kentucky Infrastructure Authority and authorizing the execution of the agreement and supporting documents by the Mayor.

Attachments: Assistance Agreement dated August 1, 2016 and General Closing Certificate of Governmental Agency

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

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY APPROVING AN ASSISTANCE AGREEMENT DATED AS OF AUGUST 1, 2016 BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY; AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, the City Commission ("Governing Authority") of the City of Paducah, Kentucky ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Governmental Agency's Water System (the "Project") and

WHEREAS, the Governmental Agency has made application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to acquire and construct the Project; and

WHEREAS, in order to obtain such monies, the Governmental Agency is required to enter into an assistance agreement dated as of August 1, 2016 (the "Assistance Agreement") with the Authority.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Paducah, Kentucky, as follows:

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the acquisition and construction of the Project.

SECTION 2. That the Mayor and Clerk of the Governmental Agency be and hereby are authorized, directed and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Governmental Agency to effect such financing.

SECTION 3. That this Municipal Order shall take effect at the earliest time provided by law.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

Adopted by the Board of Commissioners, \_\_\_\_\_, 2016  
Recorded by City Clerk, \_\_\_\_\_, 2016  
MO\agree-pww KIA Agreement

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky; that the foregoing is a full, true and correct copy of a Municipal Order adopted by the City Commission of said City at a meeting duly held on \_\_\_\_\_, 2016; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk

10598191v1

KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

FUND F

PROJECT NUMBER: F15-064  
BORROWER: City of Paducah, Kentucky  
BORROWER'S ADDRESS: 1800 North 8th Street  
Paducah, Kentucky 42001  
DATE OF ASSISTANCE AGREEMENT: August 1, 2016  
CFDA NO.: 66.458

ASSISTANCE AGREEMENT

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## ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "Assistance Agreement") by and between the KENTUCKY INFRASTRUCTURE AUTHORITY, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the "Authority") and the Governmental Agency identified on the cover of this Assistance Agreement (the "Governmental Agency"):

### WITNESSETH

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority has established its Program as hereinafter defined, for the purpose of providing financial assistance to Governmental Agencies, as defined in the Act, in connection with the acquisition and construction of Projects, as defined in the Act, in order to preserve, protect, upgrade, conserve, develop, utilize and manage the resources of the Commonwealth of Kentucky (the "Commonwealth") for the protection and preservation of the health, safety, convenience, and welfare of the Commonwealth and its citizens, and in that respect to assist and cooperate with Governmental Agencies in achieving such purposes; and

WHEREAS, the Program is funded in part, pursuant to the Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of November 1, 1998, as amended, supplemented or restated from time to time (the "Federal Agreement") under which the Authority is responsible for providing certain "match funding" described in the Federal Agreement; and

WHEREAS, the Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of February 1, 2000 (the "Indenture") between the Authority and U.S. Bank, National Association, as lawful successor in interest to National City Bank of Kentucky (the "Trustee"), in order to provide the "match funding" for the Program; and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable to finance the acquisition and construction of the Project, as hereinafter defined, and the Authority has determined that the Project is a Project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Authority; and

WHEREAS, the Governmental Agency desires to enter into this Assistance Agreement with the Authority for the purpose of securing from the Authority the repayable Loan hereinafter identified; and

WHEREAS, the Authority is willing to cooperate with the Governmental Agency in making available the Loan pursuant to the Act and the Indenture to be applied to the Project upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained to repay the Loan and the interest thereon from the sources herein provided, all as hereinafter more specifically provided; and

WHEREAS, the Authority and the Governmental Agency have determined to enter into this Assistance Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project and the repayment of the Loan and the interest thereon;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

All of the terms utilized in this Assistance Agreement will have the same definitions and meaning as ascribed to them in the Act and the Indenture, which Act and Indenture are hereby incorporated in this Assistance Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act and the Indenture having general application are hereby modified in certain instances to apply specifically to the Governmental Agency and its Project.

"*Act*" shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

"*Administrative Fee*" means the charge of the Authority for the servicing of the Loan, which is the annual percentage charged against the unpaid principal balance of the Loan as identified in the Project Specifics.

"*Architects*" means the firm of consulting architects employed by the Governmental Agency in connection with the Project identified in the Project Specifics.

"*Assistance Agreement*" shall mean this agreement made and entered into by and between a Governmental Agency and the Authority, as authorized by the Act, providing for a Loan to the Governmental Agency by the Authority, and for the repayment thereof to the Authority by the Governmental Agency.

"*Authority*" shall mean the Kentucky Infrastructure Authority created by the Act, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

"*Bond*" or "*Bonds*" or "*Revenue Bonds*" shall mean any Kentucky Infrastructure Authority Bond or Bonds, or the issue of such Bonds, as the case may be, authenticated and delivered under the Indenture.

"*Business Day*" shall mean any day other than a Saturday, Sunday or other legal holiday on which the general offices of the Commonwealth are closed.

"*Cabinet*" means the Energy and Environment Cabinet of the Commonwealth.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended, and shall include the Regulations of the United States Department of the Treasury promulgated thereunder.

"*Commonwealth*" shall mean the Commonwealth of Kentucky.

"*Construction*" shall mean construction as defined in the Act.

"*Debt Obligations*" shall mean those outstanding obligations of the Governmental Agency identified in the Project Specifics outstanding as of the date of this Assistance Agreement or issued in the future in accordance with the terms hereof, payable from the income and revenues of the System.

"*Drinking Water Supply Project*" shall mean the planning, design and construction of drinking water treatment and distribution systems, including expenditures to address Federal Act health goals, or to address situations where compliance standards have been exceeded or to prevent future violations of rules, and may further include drinking water treatment plants, including basins for rapid mix, flocculation, coagulation, filtration, pre-treatment disinfection, and disinfection prior to entry to the distribution system; distribution systems; storage tanks; intake lines and short-term water storage; clearwells; drilled wells and wellhead areas; and any other structure or facility considered necessary by the Cabinet to the efficient and sanitary operation of a public water system and complies with the requirements of the Federal Act.

"*Engineers*" means the firm of consulting engineers employed by the Governmental Agency in connection with the Project identified in the Project Specifics.

"*Federal Act*" shall mean the Federal Safe Drinking Water Act, as amended, 42 U.S.C. Section 1401, et seq.

"*Governmental Agency*" shall mean any incorporated city or municipal corporation, or other agency or unit of government within the Commonwealth, now having or hereafter granted the authority and power to finance, acquire, construct, and operate infrastructure projects, including specifically but not by way of limitation, incorporated cities, counties, including any counties containing a metropolitan sewer district, sanitation districts, water districts, sewer construction districts, metropolitan sewer districts, sanitation taxing districts, and any other agencies, commissions, districts, or authorities (either acting alone, or in combination with one another pursuant to any regional or area compact, or multi-municipal agreement), now or hereafter established pursuant to the laws of the Commonwealth having and possessing such described powers; and for the purposes of this Assistance Agreement shall mean the Governmental Agency identified in the Project Specifics.

"*Indenture*" shall mean the General Trust Indenture dated as of February 1, 2000 between the Authority and the Trustee.

"*Interagency Agreement*" means the Memorandum of Understanding dated as of July 1, 1999 between the Authority and the Cabinet, as the same may be amended or supplemented from time to time.

"*Loan*" shall mean the loan effected under this Assistance Agreement from the Authority to the Governmental Agency in the principal amount set forth in the Project Specifics, for the purpose of defraying the costs incidental to the Construction of the Project.

"*Loan Rate*" means the rate of interest identified in the Schedule of Payments.

"*Person*" shall mean any individual, firm, partnership, association, corporation or Governmental Agency.

"*Program*" shall mean the program authorized by KRS 224A.1115 and the Indenture as the "federally assisted drinking water revolving fund" for financing Projects through Loans by the Authority to Governmental Agencies and shall not be deemed to mean or include any other programs of the Authority.

"*Project*" shall mean, when used generally, a Drinking Water Supply Project, and when used in specific reference to the Governmental Agency, the Project described in the Project Specifics.

"*Project Specifics*" means those specific details of the Project identified in Exhibit A hereto, all of which are incorporated by reference in this Assistance Agreement.

"*Requisition for Funds*" means the form attached hereto as Exhibit B to be utilized by the Governmental Agency in obtaining disbursements of the Loan from the Authority as the Construction of the Project progresses.

"*Resolution*" means the resolution of the Governmental Agency attached hereto as Exhibit D authorizing the execution of this Assistance Agreement.

"*Schedule of Payments*" means the principal and interest requirements of the Loan as set forth in Exhibit F hereto, to be established and agreed to upon or prior to the completion of the Project.

"*Schedule of Service Charges*" shall mean those general charges to be imposed by the Governmental Agency for services provided by the System, as set forth in Exhibit C hereto, and such other revenues identified in Exhibit C hereto from which the Loan is to be repaid, which Schedule of Service Charges shall be in full force and effect to the satisfaction of the Authority prior to the disbursement of any portion of the Loan hereunder.

"*Service Charges*" shall mean any monthly, quarterly, semi-annual, or annual charges, surcharges or improvement benefit assessments to be imposed by a Governmental Agency, or by the Authority, in respect of the System, which Service Charges arise by reason of the existence of, and requirement of, any Assistance Agreement and for the purposes of this Assistance Agreement said Service Charges shall be no less than those set forth in the Schedule of Service Charges.

"*System*" shall mean the water system owned and operated by the Governmental Agency of which the Project shall become a part and from the earnings of which (represented by the Service Charges) the Governmental Agency shall repay the Authority the Loan hereunder.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Authority. The Authority represents and warrants for the benefit of the Governmental Agency as follows:

(A) The Authority is a body corporate and politic constituting a governmental agency and instrumentality of the Commonwealth, has all necessary power and Authority to enter into, and perform its obligations under, this Assistance Agreement, and has duly authorized the execution and delivery of this Assistance Agreement.

(B) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(C) To the knowledge of the Authority, there is no litigation or proceeding pending or threatened against the Authority or any other person affecting the right of the Authority to execute or deliver this Assistance Agreement or to comply with its obligations under this Assistance Agreement. Neither the execution and delivery of this Assistance Agreement by the Authority, nor compliance by the Authority with its obligations under this Assistance Agreement, require the approval of any regulatory body, or any other entity, which approval has not been obtained.

(D) The authorization, execution and delivery of this Assistance Agreement and all actions of the Authority with respect thereto, are in compliance with the Act and the Federal Act and any regulations issued thereunder.

Section 2.2. Representations and Warranties of the Governmental Agency. The Governmental Agency hereby represents and warrants for the benefit of the Authority as follows:

(A) The Governmental Agency is a duly organized and validly existing Governmental Agency, as described in the Act, with full power to own its properties, conduct its affairs, enter into this Assistance Agreement and consummate the transactions contemplated hereby.

(B) The negotiation, execution and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of the governing body of the Governmental Agency.

(C) This Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability hereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

(D) To the knowledge of the Governmental Agency, there is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or

administrative body, to challenge in any manner the authority of the Governmental Agency or its governing body to make payments under this Assistance Agreement or to proceed with the Project, or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions which have been taken in the authorization or delivery of this Assistance Agreement or the Construction of the Project, or in any way contesting or affecting the validity of this Assistance Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Governmental Agency of this Assistance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Governmental Agency, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this Assistance Agreement.

(E) The authorization and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, nor an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach, under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Agency or its governing body.

(F) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Governmental Agency approving and authorizing the execution and delivery of this Assistance Agreement. Such resolution or ordinance was duly enacted or adopted at a meeting of the governing body of the Governmental Agency at which a quorum was present and acting throughout; such resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(G) All actions taken by the Governmental Agency in connection with this Assistance Agreement and the Loan described herein and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS 61.805 to 61.850.

(H) The Governmental Agency has all licenses, permits and other governmental approvals (including but not limited to all required approvals of the Kentucky Public Service Commission) required to own, occupy, operate and maintain the Project, to charge and collect the Service Charges and to enter into this Assistance Agreement, is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Project, and has full right, power and authority to perform the acts and things as provided for in this Assistance Agreement.

(I) Legal counsel to the Governmental Agency has duly executed and delivered the opinion of legal counsel substantially in the form set forth in Exhibit E hereto.

(J) The Governmental Agency is in full compliance with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project.

(K) Project is consistent with the water supply plan developed pursuant to 401 KAR 4:220 for the county in which the Governmental Agency is located.

## ARTICLE III

### AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

Section 3.1. Determination of Eligibility. Pursuant to the terms of the Act and the Indenture, the Authority has determined that the Governmental Agency's Project is a Drinking Water Supply Project under the Act and the Governmental Agency is entitled to financial assistance from the Authority in connection with financing the Construction of the Project.

Section 3.2. Principal Amount of Loan Established; Loan Payments; Disbursement of Funds. The principal amount of the Loan shall be the Loan Amount as identified in the Project Specifics, subject to such adjustments as may be set forth in the Schedule of Payments. Principal payments shall be made semiannually in the amounts and on the dates to be established by the Schedule of Payments, which Schedule of Payments shall provide for approximately level debt service payments over the Repayment Term set forth in the Project Specifics, commencing with the Amortization Commencement Date set forth in the Project Specifics.

The Loan shall bear interest, payable semiannually, at the Loan Rate identified in the Project Specifics, and after the Amortization Commencement Date, in the amounts (based on such Loan Rate) and on the dates set forth in the Schedule of Payments; provided that, should an Event of Default occur, such payments of interest shall be made on the first day of each month during the continuation of such Event of Default.

The Authority shall advance the proceeds of the Loan as Construction of the Project progresses upon the submission by the Governmental Agency of a Requisition for Funds in substantially the same form as Exhibit B hereto. Each disbursement under a Requisition for Funds representing a portion of the principal amount of the Loan shall bear interest at the Loan Rate from the date of the disbursement; and shall be subject to the further requirements set forth in Article IV hereof.

Payments of principal and interest on the Loan shall be made at the principal office of the Authority or the Trustee, as designated by the Authority.

Section 3.3. Governmental Agency's Right to Prepay Loan. The Governmental Agency shall have the right to prepay and retire the entire amount of the Loan at any time without penalty upon written notice to the Authority no less than five (5) Business Days in advance of said prepayment.

Notwithstanding the foregoing, upon the determination by the Authority that it intends to issue revenue bonds secured by a pledge of the payments on the Loan, the Authority shall advise the Governmental Agency (i) of its intention to proceed with the authorization of such bonds (ii) of the limitation on prepayments after such bonds are issued and (iii) that the Governmental Agency has thirty (30) days from its receipt of said notice to exercise its option to prepay the Loan. Upon the expiration of said thirty day period the Governmental Agency's right to prepay the Loan shall be limited to the terms described in such notice.

Section 3.4. Subordination of Loan. The Authority hereby agrees that the security interest and source of payment for the Loan shall be inferior and subordinate to the security interest and source of payment for the Debt Obligations of the Governmental Agency payable from the revenues of the System outstanding at the time this Assistance Agreement is executed

as identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.5(D) hereof.

## ARTICLE IV

### CONDITIONS PRECEDENT TO DISBURSEMENT; REQUISITION FOR FUNDS

Section 4.1. Covenants of Governmental Agency and Conditions of Loan. By the execution of this Assistance Agreement, the Governmental Agency agrees that prior to any requests for the disbursement of all or a portion of the Loan made hereunder, the Governmental Agency shall supply the Authority and the Cabinet appropriate documentation, satisfactory to the Authority indicating the following:

(A) That the Authority and the Cabinet and any appropriate regulatory agency of the Commonwealth as may be designated by the Authority or the Cabinet, and their respective duly authorized agents, shall have the right at all reasonable times, subject to prior notice to the Governmental Agency, to examine and inspect the Project.

(B) All real estate and interest in real estate and all personal property constituting the Project and the sites of the Project heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency and constitute a part of the System.

(C) In the event the Governmental Agency is required to provide financing for the Project from sources other than the Authority (as described in the Project Specifics) the Authority shall have the right to receive such reasonable proofs as it may require of the ability of the Governmental Agency to finance the costs of the Construction of the Project over and above the Loan, prior to the disbursement by the Authority of any portion of the Loan.

(D) The Governmental Agency shall do all things necessary to acquire all proposed and necessary sites, easements and rights of way necessary or required in respect of the Project and demonstrate its ability to construct the Project in accordance with the plans, design and specifications prepared for the Governmental Agency by the Engineers.

(E) Actual construction and installation incident to the Project shall be performed by the lump-sum (fixed price) contract method, and adequate legal methods of obtaining public, competitive bidding will be employed prior to the awarding of the construction contract for the Project in accordance with Kentucky law.

(F) Unless construction of the Project has already been initiated as of the date of this Assistance Agreement, pursuant to due compliance with state law and applicable regulations, the Project will not be advertised or placed on the market for construction bidding by the Governmental Agency until the final plans, designs and specifications therefor have been approved by such state and federal agencies and authorities as may be legally required, and until written notification of such approvals has been received by the Governmental Agency and furnished to the Cabinet.

(G) Duly authorized representatives of the Cabinet and such other agencies of the Commonwealth and the United States Government as may be charged with responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Agency will assure that the contractor or contractors will provide facilities for such access and inspection.

(H) The construction contract or contracts shall require ~~the~~ contractor to comply with all provisions of federal and state law legally applicable to such work, and any amendments or modifications thereto, together with all other applicable provisions of law, to cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and to be responsible for the submission of any statements required of subcontractors thereunder.

(I) A work progress schedule utilizing a method of standard acceptance in the engineering community shall be prepared prior to the institution of construction in connection with each construction contract, or, if construction has already been initiated as of the date of this Assistance Agreement, at the earliest practicable date, to indicate the proposed schedule as to completion of the Project, and same shall be maintained monthly thereafter to indicate the actual construction progress of the Project.

(J) Prior to the award of the construction contract and prior to the commencement of construction, the Governmental Agency will arrange and conduct a conference as to the Project said conference to include representatives of the Authority, the Governmental Agency, the Cabinet and any other participating federal or state agency, the Engineers, and all construction contractors, such conference to be held in accordance with guidelines established by the Authority and the Cabinet. A written brief of said conference summarizing the construction schedule, fund requirements schedule, payment authorizations, responsible parties for approval of all facets of the construction work and payment therefor, and other pertinent matters shall be prepared and distributed to each agency involved, and all construction contractors and Engineers. Provided, however, that in the event construction shall have been initiated as of the date of this Assistance Agreement, this provision may be waived.

(K) All construction contracts will be so prepared that federal participation costs, if any, and state participation costs may be readily segregated from local participation costs, if any, and from each other, and in such manner that all materials and equipment furnished to the Governmental Agency may be readily itemized.

(L) Any change or changes in a construction contract will be promptly submitted to the Cabinet and any state or federal agencies.

(M) The Construction, including the letting of contracts in connection therewith, will conform in all respects to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(N) The Governmental Agency will proceed expeditiously with and complete the Project in accordance with the approved surveys, plans specifications and designs or amendments thereto, prepared by the Engineers for the Governmental Agency and approved by state and federal agencies.

(O) If requested, the Governmental Agency will erect at the Project sites, signs satisfactory to the Authority and the United States Environmental Protection Agency noting the participation of the Authority and the U.S. Government, respectively, in the financing of the Project.

(P) Except as otherwise provided in this Assistance Agreement, the Governmental Agency shall have the sole and exclusive charge of all details of the Construction.

(Q) The Governmental Agency shall keep complete and accurate records of the costs of acquiring the Project sites and the costs of Construction. The Governmental Agency shall permit the Authority and the Cabinet, acting by and through their duly authorized representatives, and the duly authorized representatives of state and/or federal agencies to inspect all books, documents, papers and records relating to the Project at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority and the Cabinet such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state assistance.

(R) The Governmental Agency shall require that each construction contractor or contractors furnish a performance and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price or the portion of the Project covered by the particular contract as security for the faithful performance of such contract.

(S) The Governmental Agency shall require that each of its contractors and all subcontractors maintain during the life of the construction contract, worker's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project facilities are completed and accepted by the Governmental Agency, the contractor shall maintain builders risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor, and all subcontractors, as their interests may appear.

(T) The Governmental Agency shall provide and maintain competent and adequate resident engineering services covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that Construction conforms to the approved plans, specifications and designs prepared by the Engineers. Such resident engineer shall certify to the Cabinet, any involved state or federal agencies, and the Governmental Agency at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or, approved amendments thereto.

(U) The Governmental Agency shall demonstrate to the satisfaction of the Authority the legal capability of the Governmental Agency to enact, adopt, levy, charge, collect, enforce and remit to the Authority and the Cabinet the Service Charges of the Governmental Agency described in the Schedule of Service Charges attached to and made a part of this Assistance Agreement as Exhibit C and submit proof satisfactory to the Authority that the Service Charges are in full force and effect.

(V) The Governmental Agency shall require all laborers and mechanics employed by contractors and subcontractors on the Project shall be paid wages at rates not less than prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code.

(W) The Governmental Agency shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act, 2014 (the "2014 Appropriations Act") and related Program policy guidelines) which the Governmental Agency understands includes, among other requirements, that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel

Requirement") unless (i) the Governmental Agency has requested and obtained a waiver from the United States Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(X) The Governmental Agency shall comply with all record keeping and reporting requirements under the Federal Act, including any reports required by a Federal agency or the Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Agency understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Federal Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Section 4.2. Additional Conditions to Disbursement Required Under the Federal Agreement. The Governmental Agency, in order to comply with the terms and conditions of the Federal Agreement, further covenants and further agrees to additional conditions to disbursement, as follows:

(A) Notwithstanding any other agreements contained herein regarding the maintenance of books and records, that it shall maintain Project accounts in accordance with generally accepted governmental accounting standards, as required by the Federal Agreement. The Governmental Agency shall retain such records for no less than three (3) years following the final payment by the Governmental Agency under this Assistance Agreement or if any portion of the Project is disposed of, until at least three (3) years after such disposition; provided that if any litigation, claim, appeal or audit is commenced prior to the end of such period such records shall be maintained until the completion of such action or until three (3) years after such commencement, whichever is later.

(B) That it has not and will not apply any other federal funding to the Project in a manner that would cause it to receive "double benefits" as described in Section 603 of the Water Quality Act of 1987.

(C) That all property required for the completion of the Project shall be obtained, by easement, purchase or other means acceptable to the Authority, prior to commencement of construction and that the relocation of any Person resulting therefrom be in accordance with 49 CFR24 for Uniform Relocation Assistance and Real Property Acquisition Act of 1970.

(D) That all Project contractors shall be required to retain Project records for the periods established for the retention of the Governmental Agency's records in Section 4.2(A).

(E) That no more than fifty percent (50%) of the proceeds of the Loan shall be disbursed until approval by the Cabinet of the final plan for operation for the Project.

(F) That no more than ninety percent (90%) of the proceeds of the Loan shall be disbursed until approval by the Cabinet of the draft operations and maintenance manual.

(G) That final disbursement will not be allowed until approval by the Cabinet of a final operations and maintenance manual.

(H) That, as required by 40 CFR 35.2218, all engineering services regarding construction and regarding the first year of operation of the Project shall be provided for, including the following:

(1) The operation of the Project and the revision of the operations and maintenance manual as necessary to accommodate actual operating experience;

(2) The training of operating personnel, including preparation of curricula and training material for operating personnel; and

(3) Advice as to whether the Project is meeting the Project performance standards (including three quarterly reports and one project performance report).

(I) That it shall advise the Cabinet and the Authority in writing of the date for initiation of operation of the Project.

(J) That one year after operation is initiated, it shall certify to the Cabinet and the Authority that the Project is capable of meeting the Project performance standards.

(K) That it shall provide that qualified inspectors are present at the construction site. A summary of such inspector's qualifications and experience shall be submitted to the Cabinet and the Authority.

(L) That it shall notify the Authority and the Cabinet of the completion date of the Project.

(M) That it agrees to the terms and conditions of its application for assistance and the Authority's commitment to provide assistance, the terms of which are incorporated herein by reference.

(N) That all measures required to minimize water pollution to affected waters shall be employed in the Project including compliance with Section 404 of PL 92-500, as amended, it being understood that approval of the Project does not constitute sanction or approval of any changes or deviations from established water quality standards, criteria implementation dates, or dates established by enforcement proceedings.

Section 4.3. Disbursements of Loan; Requisition for Funds. The Governmental Agency shall submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) and the Cabinet a Requisition for Funds prior to the fifth day of each month (or such other designated period as is acceptable to the Authority), in substantially the same form as that attached to this Assistance Agreement as Exhibit B and made a part hereof, accompanied by, to the extent requested by the Authority, the following documentation:

(A) A full and complete accounting of the costs of the planning and design of the Project to be obligated by contract or otherwise during the month in question, or already obligated and not included in any previous accounting;

(B) A full and complete accounting of any costs of the planning and design of the Project paid by the Governmental Agency from its own funds with the approval of the Authority and not included in any previous accounting for which it seeks reimbursement;

(C) A full and complete accounting of any costs of the planning and design of the Project paid or requisitioned under any other financing, loan, bond, grant or similar agreement or paid from its own funds for which it does not seek reimbursement and which have not been identified in any previous requisition form.

(D) The Contractor's estimate of work performed during the preceding month pursuant to construction contracts for the Project and payment thereunder due, together with the Engineer's and Governmental Agency's approval thereof for disbursement by the Authority.

Upon the Authority's receipt of the Requisition for Funds, and such additional documentation as it may require, and subject to certification by the Cabinet, the Authority may direct the Trustee to remit the amount requested to the Governmental Agency as a draw upon the Loan.

## ARTICLE V

### CERTAIN COVENANTS OF THE GOVERNMENTAL AGENCY; PAYMENTS TO BE MADE BY GOVERNMENTAL AGENCY TO THE AUTHORITY

Section 5.1. Imposition of Service Charges. The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Assistance Agreement, pursuant to which the Loan is to be made by the Authority to the Governmental Agency as specified herein and in the Act and the Indenture. The Governmental Agency hereby further irrevocably covenants and agrees that it already has, or will, to the extent necessary, immediately impose Service Charges upon all persons, firms and entities to whom or which services are provided by the System, such Service Charges to be no less than as set forth in Exhibit C annexed hereto. If so required, such Service Charges shall be in addition to all other rates, rentals and service charges of a similar nature of the Governmental Agency now or hereafter authorized by law, and now or hereafter being levied and collected by the Governmental Agency and shall be levied and collected solely for the purpose of repaying to the Authority all sums received from the Authority as representing the Loan in respect of the Project.

Section 5.2. Governmental Agency's Obligation to Repay Loan. The obligation of the Governmental Agency to repay to the Authority the amount of the Loan from the Service Charges shall not be revocable, and in the event that services supplied by the Project shall cease, or be suspended for any reason, the Governmental Agency shall continue to be obligated to repay the Loan from the Services Charges. In the event the Governmental Agency defaults in the payment of any Service Charges to the Authority, the amount of such default shall bear interest at the per annum rate equal to the Default Rate set forth in the Project Specifics, from the date of the default until the date of the payment thereof.

Section 5.3. Covenant to Adjust Service Charges. In the event, for any reason, the Schedule of Service Charges shall prove to be insufficient to provide to the Authority the minimum sums set forth in the Schedule of Payments, to make the required deposits to the Maintenance and Replacement Reserve and to provide for the operation of the System, the Governmental Agency hereby covenants and agrees that it will, upon notice by the Authority, to the full extent authorized by law, both federal and state, immediately adjust and increase such Schedule of Service Charges, or immediately commence proceedings for a rate adjustment and increase with all applicable regulatory authorities, so as to provide funds sufficient to pay to the Authority the minimum sums set forth in the Schedule of Payments, to provide for the operation of the System as required under this Assistance Agreement and to make the required deposits to the Maintenance and Replacement Reserve.

Section 5.4. Adequacy of Service Charges. The Service Charges herein covenanted to be imposed by the Governmental Agency shall be fixed at such rate or rates (and it is represented that the Schedule set forth in Exhibit C hereto so qualifies), as shall be at least adequate to make the payments at the times and in the amounts set forth in the Schedule of Payments, to make the required deposits to the Maintenance and Replacement Reserve and to provide for the operation of the System, subject to necessary governmental and regulatory approvals.

The Service Charges imposed by the Governmental Agency shall be paid by the users of the System and accordingly the Project not less frequently than the Service Charge Payment period set forth in the Project Specifics, and shall be remitted to the Authority by the

Governmental Agency with a report showing collections and any delinquencies. A report of all collections and delinquencies shall be made at least semi-annually on or before each Payment Date identified in the Schedule of Payments.

Section 5.5. Covenant to Establish Maintenance and Replacement Reserve. The Governmental Agency shall establish a special account identified as a "Maintenance and Replacement Reserve". The Governmental Agency shall deposit into the Maintenance and Replacement Reserve an amount equal to the amount set forth in the Project Specifics at the times set forth in the Project Specifics. Amounts in the Maintenance and Replacement Reserve may be used for extraordinary maintenance expenses related to the Project or for the unbudgeted costs of replacing worn or obsolete portions of the Project.

Section 5.6. Covenant to Charge Sufficient Rates; Reports; Inspections. The Governmental Agency hereby irrevocably covenants and agrees with the Authority:

(A) That, as aforesaid, it will at all times impose, prescribe, charge and collect the Service Charges set forth in Exhibit C as shall result in net revenues to the Governmental Agency at least adequate to provide for the payments to the Authority required by this Assistance Agreement, to provide for the operation of the System and to make the required deposits to the Maintenance and Replacement Reserve.

(B) That it will furnish to the Authority and the Cabinet not less than annually reports of the operations and income and revenues of the System, and will permit authorized agents of the Authority to inspect all records, accounts and data of the System at all reasonable times.

(C) That it will collect, account for and promptly remit to the Authority those specific revenues, funds, income and proceeds derived from Service Charges incident to this Assistance Agreement.

(D) That it will notify the Authority in writing of its intention to issue bonds or notes payable from the revenues of the System not less than thirty (30) days prior to the sale of said obligations. It further covenants that it will not issue any notes, bonds or other obligations payable from the revenues of the System, if the pledge of the revenues of the System to the repayment of such obligations is to rank on a parity with, or superior to, the pledge of the revenues of the System for the repayment of the Loan granted under this Assistance Agreement, unless the Governmental Agency has secured the consent of the Authority not less than fifteen (15) days prior to the issuance of such obligations.

Section 5.7. Segregation of Funds. The Governmental Agency shall at all times account for the income and revenues of the System and distinguish same from all other revenues, moneys and funds of the Governmental Agency, if any.

## ARTICLE VI

### OTHER COVENANTS OF THE GOVERNMENTAL AGENCY

Section 6.1. Further Assurance. At any time and all times the Governmental Agency shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, assets and revenues herein pledged or assigned, or intended so to be, or which the Governmental Agency may hereafter become bound to pledge or assign.

Section 6.2. Completion of Project. The Governmental Agency hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the plans, designs and specifications prepared by the Engineers for the Governmental Agency.

Section 6.3. Establishment of Completion Date. The completion date for the Project shall be evidenced to the Authority by a certificate signed by the Engineer and an authorized representative of the Governmental Agency stating that, except for amounts retained by the Authority for costs of the Project not then due and payable, (i) the Construction has been completed and all labor, services, materials, supplies, machinery and equipment used in such Construction have been paid for, (ii) all other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed and all costs and expenses incurred in connection therewith have been paid, (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped and installed to his satisfaction.

Section 6.4. Commitment to Operate. The Governmental Agency hereby covenants and agrees to commence operation of the Project immediately on completion of construction and not to discontinue operations or dispose of such Project without the approval of the Authority.

Section 6.5. Continue to Operate. The Governmental Agency hereby covenants and agrees to continuously operate and maintain the Project in accordance with applicable provisions of federal and state law and to maintain adequate records relating to said operation; said records to be made available to the Authority upon its request at all reasonable times.

Section 6.6. Tax Covenant. In the event the Authority issues Bonds which are intended to be excludable from gross income for federal income tax purposes to provide the funds for the Loan, the Governmental Agency shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure such exclusion and shall take such actions as may be directed by the Authority in order to accomplish the foregoing. The Governmental Agency shall not permit (i) the proceeds of the Loan to be used directly or indirectly in any trade or business, (ii) its payments hereunder to be secured directly or indirectly by property to be used in a trade or business, (iii) any management agreement for the operation of the System or (iv) any federal guarantee of its obligations hereunder without the prior written consent of the Authority. The Governmental Agency will not acquire or pledge any obligations which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code.

Section 6.7. Accounts and Reports. The Governmental Agency shall at all times keep, or cause to be kept, proper books of record and account in accordance with the "Uniform System of Accounts" established by the Commonwealth, in which complete and accurate entries shall be

made of all its transactions relating to the System and which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8. Financial Statements. Within one hundred eighty (180) days after the end of each fiscal year of the Governmental Agency, the Governmental Agency shall provide to the Authority, itemized financial statements of income and expense and a balance sheet in reasonable detail, certified as accurate by a firm of independent certified public accountants or the Auditor of Public Accounts of the Commonwealth. All financial information must be satisfactory to the Authority as to form and content and be prepared in accordance with generally accepted accounting principles on a basis consistent with prior practice unless specifically noted thereon. With such financial statements, the Governmental Agency shall furnish to the Authority a certificate stating that, to the best knowledge of the authorized representative signing such certificate, no default under this Assistance Agreement exists on the date of such certificate, or if any such default shall then exist, describing such default with specificity. All recipients and subrecipients expending \$500,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with OMB Circular A-133.

Section 6.9. General Compliance With All Duties. The Governmental Agency shall faithfully and punctually perform all duties with reference to the Project and the System required by the Constitution and laws of the Commonwealth, and by the terms and provisions of this Assistance Agreement and any other Debt Obligations.

Section 6.10. General. The Governmental Agency shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Governmental Agency under the provisions of the Act, the Federal Act and this Assistance Agreement in accordance with the terms of such provisions including the Additional Covenants and Agreements, if any, set forth in Exhibit G hereto.

Section 6.11. Further Covenants under the Federal Agreement. The Governmental Agency shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the Federal Act, and with the agreements of the Authority set forth in the Federal Agreement, including but not limited to the following:

(A) The Governmental Agency shall provide all information requested of it by the Authority or the Cabinet so that (i) the Grants Information Control System, referred to in the Federal Agreement, can be maintained, (ii) the accounting and auditing procedures required by the Federal Act can be maintained and (iii) the Authority can furnish the information required of its under the Federal Agreement.

(B) Qualified operating personnel, properly certified by the Cabinet, shall be retained by the Governmental Agency to operate the Project during the entire term of this Assistance Agreement. An approved plan of operating and an operations and maintenance manual for the Project shall be provided by the Governmental Agency to the Cabinet and the Authority. The Project shall be operated and maintained in an efficient and effective manner.

(C) All residents in the service area of the Project must be offered the same opportunity to become users of the Project regardless of race, creed, color, or level of income.

(D) The Governmental Agency shall comply with provisions contained in the following federal regulations, orders, acts and circulars and the following statutes and regulations of the Commonwealth.

(1) Federal Cross-Cutters

Environmental Authorities

- (a) Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- (b) Clean Air Act, Pub. L. 84-159, as amended
- (c) 40 CFR 35.3580 (and Appendix A to Subpart L) – NEPA – Like State Environmental Review Process
- (d) Environmental Justice, Executive Order 12898
- (e) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- (f) Protection of Wetlands, Executive Order 11990
- (g) Farmland Protection Policy Act, Pub. L. 97-98
- (h) Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- (i) National Historic Preservation Act of 1966, PL 89-665, as amended
- (j) Safe Drinking Water Act, Pub. L. 93-523, as amended
- (k) Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Economic and Miscellaneous Authorities

- (a) Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- (b) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.
- (c) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended
- (d) Debarment and Suspension, Executive Order 12549

Social Policy Authorities

- (a) Age Discrimination Act of 1975, Pub. L. 94-135
- (b) Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- (c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- (d) Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- (e) Equal Employment Opportunity, Executive Order 11246
- (f) Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432
- (g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

(2) State:

- (a) KRS 151
- (b) KRS 224
- (c) KRS 224A.1115 Federally Assisted Drinking Water Revolving Fund
- (d) KRS Chapter 337, Labor Laws
- (e) 401 KAR Chapter 8

Section 6.12. Continuing Disclosure Obligation. The Governmental Agency covenants and agrees that notwithstanding any other provision of this Assistance Agreement to the contrary, upon written notice from the Authority that the Schedule of Payments provides ten percent (10%) or more of the debt service requirements on an issue of the Authority's Bonds and that compliance by the Governmental Agency with the requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "SEC Rule") is required in connection with the Authority's Bonds, the Governmental Agency shall provide to the Authority such information as may be required by the Rule, within the time periods set out in such notice by the Authority, to enable the Authority to establish to the satisfaction of prospective purchasers of the Authority's Bonds that the requirements of the SEC Rule will be satisfied in connection with the issuance of the Authority's Bonds. The Governmental Agency further understands and agrees that the Authority shall act as the Governmental Agency's disclosure agent for purposes of compliance with the SEC Rule and that upon a failure by the Governmental Agency to provide the information required to be provided under the SEC Rule within the time frame specified in such notice, the Authority and/or the beneficial owners and holders of the Authority's Bonds shall be specifically granted the right of enforcing the provisions of this Section 6.12 by an action in mandamus, for specific performance, or similar remedy to compel performance.

## ARTICLE VII

### MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain System. The Governmental Agency agrees that during the entire term of this Assistance Agreement, it will keep the Project, including all appurtenances thereto, and the equipment and machinery therein, in good and sound repair and good operating condition at its own cost so that the completed Project will continue to provide the services for which the System is designed.

Section 7.2. Additions and Improvements. The Governmental Agency shall have the privilege of making additions, modifications and improvements to the sites of the Project, and to the Project itself from time to time provided that said additions, modifications and improvements do not impair the operation or objectives of the Project. The Cost of such additions, modifications and improvements shall be paid by the Governmental Agency, and the same shall be the property of the Governmental Agency and shall be included under the terms of this Assistance Agreement as part of the site of the Project, or the Project, as the case may be. Nothing herein contained shall be construed as precluding the Authority and the Governmental Agency from entering into one or more supplementary Assistance Agreements providing for an additional Loan or Loans in respect of additional Projects undertaken by the Governmental Agency.

Section 7.3. System Not to Be Disposed Of. The Governmental Agency covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not, without the prior written consent of the Authority, which consent shall not be unreasonably withheld, sell, mortgage, or in any manner dispose of, or surrender control or otherwise dispose of any of the facilities of the System or any part thereof (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 7.4. Compliance with State and Federal Standards. The Governmental Agency agrees that it will at all times provide operation and maintenance of the Project to comply with the water quality standards, if any, established by any state or federal agency. The Governmental Agency agrees that qualified operating personnel properly certified by the Commonwealth will be retained to operate the Project during the entire term of this Assistance Agreement.

Section 7.5. Access to Records. The Governmental Agency agrees that it will permit the Authority and any state or federal agency and their respective agents to have access to the records of the Governmental Agency pertaining to the operation and maintenance of the Project at any reasonable time following completion of construction of the Project, and commencement of operations thereof.

Section 7.6. Covenant to Insure - Casualty. The Governmental Agency agrees to insure the Project facilities in such amount as like properties are similarly insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the Commonwealth.

Section 7.7. Authority as Named Insured. Any insurance policy issued pursuant to Section 7.5 hereof, shall be so written or endorsed as to make losses, if any, payable to the Governmental Agency, and to the Authority, as their interests may appear.

Section 7.8. Covenant to Insure - Liability. The Governmental Agency agrees that it will carry public liability insurance with reference to the Project with one or more reputable insurance companies duly qualified to do business in the Commonwealth, insuring against such risks (including but not limited to personal injury, death and property damage) and in such amounts as are set forth in the Project Specifics, and naming the Authority as an additional insured.

Section 7.9. Covenant Regarding Worker's Compensation. Throughout the entire term of this Assistance Agreement, the Governmental Agency shall maintain worker's compensation coverage, or cause the same to be maintained.

Section 7.10. Application of Casualty Insurance Proceeds. ~~IF~~ prior to the completion of the term of this Assistance Agreement, the Project shall be damaged or partially or totally destroyed by fire, windstorm or other casualty, there shall be no abatement or reduction in the amount payable by the Governmental Agency pursuant to the terms of this Assistance Agreement and the Governmental Agency will (1) promptly repair, rebuild or restore the Project damaged or destroyed; and (2) apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the Governmental Agency necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Governmental Agency, and shall be promptly applied as herein provided.

Section 7.11. Eminent Domain. In the event that title to, or the temporary use of, the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, there shall be no abatement or reduction in the minimum amounts payable by the Governmental Agency to the Authority pursuant to the terms of this Assistance Agreement, and any and all net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Governmental Agency in a separate condemnation award account and shall be applied by the Governmental Agency in either or both of the following ways, as shall be determined by the Governmental Agency in its sole discretion:

(A) The restoration of the improvements located on the Project sites to substantially the same condition as prior to the exercise of said power of eminent domain;  
or

(B) The acquisition of additional property, if necessary, and the acquisition of additional facilities by construction or otherwise, equivalent to the Project facilities, which property and facilities shall be deemed to be a part of the Project sites and a part of the Project facilities and to be substituted for Project facilities so taken by eminent domain, without the payment of any amount other than herein provided, to the same extent as if such property and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings after the carrying out of the mandatory proceedings stipulated in (A) and (B) of this Section 7.11, shall be paid to the Governmental Agency upon delivery to the Authority of a certificate signed by an

authorized officer of the Governmental Agency to the effect that the Governmental Agency has complied with either subparagraph (A) or (B), or both, of this Section, and written approval of such certificate by an authorized officer of the Authority. In no event will the Governmental Agency voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Authority.

Section 7.12. Flood Insurance. All structures located in flood prone areas shall be covered by flood insurance carried by the Governmental Agency for an amount equal to the total Project cost excluding the cost of land and any uninsurable improvements, or for the maximum limit available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the Project.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. The following will be "Events of Default" under this Assistance Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Assistance Agreement, any one or more of the following events:

(A) Failure by the Governmental Agency to pay **any** payments specified herein at the times specified herein.

(B) Failure by the Governmental Agency to **observe** or perform any covenant, condition or agreement on its part to be observed or **performed**, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Governmental Agency by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until such failure is corrected.

(C) The dissolution or liquidation of the Governmental Agency, or the voluntary initiation by the Governmental Agency of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Governmental Agency of any such proceeding which will remain undismissed for **sixty** (60) days, or the entry by the Governmental Agency into an agreement of **composition** with creditors or the failure generally by the Governmental Agency to pay its debts as **they** become due.

(D) A default by the Governmental Agency **under** the provisions of any agreements relating to its Debt Obligations.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 has occurred and is continuing (other than an event of default arising under Section 6.13 of this Assistance Agreement), the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

(A) Declare all payments due hereunder, as set forth in the Schedule of Payments, to be immediately due and payable.

(B) Exercise all the rights and remedies of the Authority set forth in the Act.

(C) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Assistance Agreement.

(D) Submit a formal referral to the appropriate federal agency, as required by the Federal Agreement.

The sole remedies for an Event of Default under this Assistance Agreement arising by virtue of the failure of the Governmental Agency to comply with the provisions of Section 6.10 hereof shall be those remedies specifically set forth in Section 6.10 hereof

Section 8.3. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Authority under this Assistance Agreement, the Authority shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Authority may, with or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

Section 8.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.5. Consent to Powers of Authority Under Act. The Governmental Agency hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Governmental Agency hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Governmental Agency shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Assistance Agreement.

Section 8.6. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.7. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto will default under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.1. Approval not to be Unreasonably Withheld. Any approval of the Authority required by this Assistance Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth (30th) day following the submission of any matter requiring approval to the Authority, unless disapproved in writing prior to such thirtieth (30th) day. Any provision of this Assistance Agreement requiring the approval of the Authority or the satisfaction or the evidence of satisfaction of the Authority shall be interpreted as requiring action by an authorized officer of the Authority granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 9.2. Approval. This Agreement is made subject to, and conditioned upon, the approval of this Assistance Agreement by the Secretary of the Finance and Administration Cabinet.

Section 9.3. Effective Date. This Assistance Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until the date the obligations of the Governmental Agency pursuant to the provisions of this Assistance Agreement have been fully satisfied.

Section 9.4. Binding Effect. This Assistance Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Assistance Agreement shall not be revocable by either of the parties, without the written consent of the other party.

Section 9.5. Severability. In the event that any provision of this Assistance Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 9.6. Assignability. The rights of the Authority under this Assistance Agreement shall be assignable by the Authority without the consent of the Governmental Agency, but none of the rights, duties or obligations of the Governmental Agency under this Assistance Agreement shall be assignable by the Governmental Agency without the prior written consent of the Authority.

Section 9.7. Execution in Counterparts. This Assistance 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 9.8. Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.9. 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 Assistance Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assistance Agreement to be executed by their respective duly authorized officers as of the day and year above written.

ATTEST:

KENTUCKY INFRASTRUCTURE  
AUTHORITY

\_\_\_\_\_

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

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

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

ATTEST:

GOVERNMENTAL AGENCY:  
CITY OF PADUCAH, KENTUCKY

\_\_\_\_\_

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

Title: Clerk

Title: Mayor



APPROVED:

EXAMINED:

\_\_\_\_\_  
SECRETARY/FINANCE AND  
ADMINISTRATION CABINET OF THE  
COMMONWEALTH OF KENTUCKY

\_\_\_\_\_  
LEGAL COUNSEL TO THE  
KENTUCKY INFRASTRUCTURE  
AUTHORITY

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
APPROVED  
FINANCE AND ADMINISTRATION CABINET

**EXHIBIT A**  
**CITY OF PADUCAH**  
**PROJECT SPECIFICS**  
**F15-064**

**GOVERNMENTAL AGENCY:**

Name: City of Paducah  
 1800 North 8th Street  
 Paducah, KY 42001

Contact  
 Person: Bill Robertson  
 General Manager

**SYSTEM:** Water

**PROJECT:**

This project will install 9,000 linear feet of 24 inch ductile iron pipe water main lines from the 8th Street Treatment Plant to Campbell Street and Kentucky Avenue. The new transmission lines will provide redundancy to the existing 30 inch main that feeds the majority of the Paducah Water distribution system. The line will provide an alternate source of flow should the main line become inaccessible. The Utility will increase transmission capacity by connecting the new lines from the plant to several existing large mains along the Kentucky Avenue corridor to enhance all five pressure zones.

**PROJECT BUDGET:**

	<u>Total</u>
Legal Expenses	10,000
Land, Easements	15,000
Engineering Fees - Design / Const	278,000
Engineering Fees - Inspection	145,000
Engineering Fees - Other	11,300
Construction	3,685,000
Contingency	363,700
<b>Total</b>	<b>\$ 4,508,000</b>

**FUNDING SOURCES:**

	<u>Amount</u>	<u>%</u>
Fund F Loan	\$ 4,493,000	99.7%
Local Funds	15,000	0.3%
<b>Total</b>	<b>\$ 4,508,000</b>	<b>100%</b>

**KIA DEBT SERVICE:**

Construction Loan	\$ 4,493,000
Less: Principal Forgiveness (0%)	0
Amortized Loan Amount	<u>\$ 4,493,000</u>
Interest Rate	1.75%
Loan Term (Years)	<u>20</u>
Estimated Annual Debt Service	\$ 267,224
Administrative Fee (0.25%)	<u>11,233</u>
<b>Total Estimated Annual Debt Service</b>	<b>\$ 278,456</b>

**AMORTIZATION COMMENCEMENT DATE:** June 1 and December 1

Interest payments will commence within six months from first draw of funds (estimated 06/01/17).

Full principal and interest payments will commence within one year of initiation of operation (estimated 06/01/18).

<b>REPLACEMENT RESERVE ACCOUNT:</b>	\$ 11,200 ANNUAL AMOUNT
	\$ 112,000 TOTAL AMOUNT

The annual replacement cost is \$11,200. This amount should be added to the replacement account each December 1 until the balance reaches \$112,000 and maintained for the life of the loan.

**ADMINISTRATIVE FEE:** 0.25%

**DEFAULT RATE:** 8.00%

**DEBT OBLIGATIONS CURRENTLY OUTSTANDING:**

	<u>Outstanding</u>	<u>Maturity</u>
KIA (F09-01)	\$ 6,289,366	2031
<b>Total</b>	<u>\$ 6,289,366</u>	

**LIABILITY INSURANCE COVERAGE:**

Death or Personal Injury (per person)	_____
Death or Personal Injury (per occurrence)	_____
Property Damage on System	_____

**EXHIBIT B  
REQUEST FOR PAYMENT AND PROJECT STATUS REPORT**

Borrower: \_\_\_\_\_

WX/SX Number: \_\_\_\_\_  
Draw Number \_\_\_\_\_

KIA Loan # \_\_\_\_\_  
Date: \_\_\_\_\_

The above identified Governmental Agency has entered into an Assistance Agreement with the Kentucky Infrastructure Authority (the "Authority") for the acquisition and construction of facilities described in the Assistance Agreement as the "Project."

Pursuant to the Assistance Agreement, we hereby certify that we have incurred the following expenses in connection with the Project and that the Authority's funding share of these expenses is in the amount so denoted in this request.

Documentation supporting the expenses incurred and identified per this request are attached.

Funds Requested: \_\_\_\_\_

**Project Budget and Expenses**

Line Item	Cost	Expenses This Request	Expenses to Date	Project Budget	Balance
1	Administrative				
2	Legal				
3	Land, Appraisals, Easements				
4	Relocation Expense				
5	Planning				
6	Engineering Fees – Design				
7	Engineering Fees - Construction				
8	Engineering Fees – Inspection				
9	Construction				
10	Equipment				
11	Contingency				
12	Other				
	<b>TOTAL</b>				

If expenses to date exceed project budget a revised budget must be submitted to and approved by the Authority before funds will be released.

**Project Funding**

Funding Agency	Expenses This Request	Expenses to Date	Project Budget	Balance
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
	<b>TOTAL</b>			

We certify that the expenses in this draw request were incurred pursuant to local procurement policies which conform to KRS 45A.

Borrower Signature: \_\_\_\_\_

Project Administrator: \_\_\_\_\_

Draw # \_\_\_\_\_

STATUS REPORT:  
PROJECT IS:

On schedule

Ahead of schedule

Behind schedule

If ahead or behind, please explain

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT EXPENSES THIS DRAW REQUEST**

(Include Invoices for Expenses Listed Below)

<b>Line Item</b>	<b>Draw #</b>	<b>Vender</b>	<b>Amount</b>
------------------	---------------	---------------	---------------

CERTIFICATE OF CONSULTING ENGINEERS AS TO  
PAYMENT REQUEST

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Governmental Agency submitting this request in connection with the "Eligible Project" and that all expenses represented in this request were duly incurred for the Construction of the "Project," that the Authority's funding share of these expenses is accurately represented and that such expenses have not been the subject of any request for disbursement previously submitted.

\_\_\_\_\_  
Engineer/Architect

\_\_\_\_\_  
Firm Name

EXHIBIT C  
SCHEDULE OF SERVICE CHARGES

See Attached

EXHIBIT D

RESOLUTION

RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT DATED AS OF AUGUST 1, 2016 BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY.

WHEREAS, the City Commission ("Governing Authority") of the City of Paducah, Kentucky ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Governmental Agency's Water System (the "Project") and

WHEREAS, the Governmental Agency has made application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to acquire and construct the Project; and

WHEREAS, in order to obtain such monies, the Governmental Agency is required to enter into an assistance agreement dated as of August 1, 2016 (the "Assistance Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Paducah, Kentucky, as follows:

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the acquisition and construction of the Project.

SECTION 2. That the Mayor and Clerk of the Governmental Agency be and hereby are authorized, directed and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Governmental Agency to effect such financing.

SECTION 3. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

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

EXHIBIT E

OPINION OF COUNSEL

[Letterhead of Counsel to Governmental Agency]

[Date]

Kentucky Infrastructure Authority  
1024 Capital Center Drive  
Suite 340  
Frankfort, Kentucky 40601

RE: Assistance Agreement by and between Kentucky Infrastructure Authority and City of Paducah, Kentucky, dated as of August 1, 2016

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the City of Paducah, Kentucky, hereinafter referred to as the "Governmental Agency". I am familiar with the organization and existence of the Governmental Agency and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the drinking water supply project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency is being authorized, executed and delivered.

I have reviewed the form of Assistance Agreement by and between the Authority and the Governmental Agency, the resolution or ordinance of the governing authority authorizing the execution and delivery of said Assistance Agreement.

Based upon my review I am of the opinion that:

1) The Governmental Agency is a duly organized and existing political subdivision or body politic of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Governmental Agency has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Assistance Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The Service Charges, as defined in the Assistance Agreement, are in full force and effect and have been duly and lawfully adopted by the Governmental Agency.

5) The execution and delivery of the Assistance Agreement and the performance by the Governmental Agency of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Governmental Agency, or any of its properties or assets. The Governmental Agency has obtained each and every authorization, consent, permit, approval or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery or performance by the Governmental Agency of the Assistance Agreement and the imposition of the Service Charges.

6) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Governmental Agency, (ii) the right or title of the members and officers of the Governmental Agency to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Assistance Agreement or the application of any monies or security therefor, (iv) the construction of the Project, (v) the validity or enforceability of the Service Charges or (vi) that would have a material adverse impact on the ability of the Governmental Agency to perform its obligations under the Assistance Agreement.

7) None of the proceedings or authority heretofore had or taken by the Governmental Agency for the authorization, execution or delivery of the Assistance Agreement has or have been repealed, rescinded, or revoked.

8) To the best of my knowledge, the Governmental Agency has fully complied with all federal and state labor and procurement laws in connection with the construction of the Project.

9) All proceedings and actions of the Governmental Agency with respect to which the Assistance Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Very truly yours,

EXHIBIT F

TO ASSISTANCE AGREEMENT BETWEEN  
CITY OF PADUCAH, KENTUCKY  
("GOVERNMENTAL AGENCY") AND  
THE KENTUCKY INFRASTRUCTURE AUTHORITY

Total Loan to be Repaid by  
Governmental Agency to  
Kentucky Infrastructure Authority \$ \_\_\_\_\_

Principal and Interest Payable  
on Each June 1 and December 1

It is understood and agreed by the parties to this Assistance Agreement that this Exhibit F is an integral part of the Assistance Agreement between the Governmental Agency and the Kentucky Infrastructure Authority.

IN WITNESS WHEREOF, the parties have caused this Exhibit F to Assistance Agreement to be executed by their respective duly authorized officers as of the date of said Assistance Agreement.

KENTUCKY INFRASTRUCTURE AUTHORITY

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

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

CITY OF PADUCAH, KENTUCKY, Governmental  
Agency

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

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

ATTEST:

\_\_\_\_\_

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

**EXHIBIT G**

**ADDITIONAL COVENANTS AND AGREEMENTS**

NONE

10598150v1

Re: Assistance Agreement between the Kentucky Infrastructure Authority ("KIA") and City of Paducah, Kentucky (the "Governmental Agency"), dated as of August 1, 2016

### GENERAL CLOSING CERTIFICATE OF GOVERNMENTAL AGENCY

In connection with the above-captioned Assistance Agreement (the "Assistance Agreement"), the Governmental Agency, through its undersigned duly authorized officer hereby certifies, represents, warrants and covenants as follows:

1. No event of default exists, or with the passage of time will exist, under the Assistance Agreement and the representations and warranties set forth in the Assistance Agreement are true and correct as of the date hereof.

2. The Governmental Agency has examined and is familiar with proceedings of the governing body of the Governmental Agency approving the Assistance Agreement and authorizing its negotiation, execution and delivery and such proceedings were duly enacted or adopted at a meeting of the governing body of the Governmental Agency at which a quorum was present and acting throughout; such proceedings are in full force and effect and have not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

3. The Governmental Agency is a duly organized and validly existing political subdivision of the Commonwealth of Kentucky with full power to own its properties, conduct its affairs, enter into the Assistance Agreement and consummate the transactions contemplated thereby.

4. The negotiation, execution and delivery of the Assistance Agreement by the Governmental Agency and the consummation of the transactions contemplated thereby by the Governmental Agency have been duly authorized by all requisite action of the governing body of the Governmental Agency.

5. The Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

6. There is no controversy or litigation of any nature pending, or to the knowledge of the Governmental Agency after diligent inquiry, threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Governmental Agency or its governing body to make payments under the Assistance Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions which have been taken in the authorization or delivery of the Assistance Agreement or the construction of the Project, or in any way contesting or affecting the validity of the Assistance Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Governmental Agency of the

Assistance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Governmental Agency, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with the Assistance Agreement.

7. The authorization and delivery of the Assistance Agreement and the consummation of the transactions contemplated thereby will not constitute an event of default or violation or breach, nor an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach, under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Agency or its governing body.

8. All actions taken by the Governmental Agency in connection with the Assistance Agreement and the loan described therein and the Project, as defined in the Assistance Agreement, have been in full compliance with the provisions of the Kentucky Open Meetings Law, KRS 61.805 to 61.850.

9. The Governmental Agency has all licenses, permits and other governmental approvals required to own, occupy, operate and maintain the Project and to enter into the Assistance Agreement, is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Governmental Agency Project, and has full right, power and authority to perform the acts and things as provided for in the Assistance Agreement.

10. The individuals named below are the duly elected or appointed qualified and acting incumbents in the office of the Governmental Agency indicated after their respective names and the signatures subscribed above their names are their genuine signatures.

WITNESS our signatures, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GOVERNMENTAL AGENCY:  
CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_  
Name: Gayle Kaler  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk

10598200v1

# Agenda Action Form Paducah City Commission

Meeting Date: Sept. 6, 2016

**Short Title: Declaration & Sale of Surplus Property at 1319 Park Ave.**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Steve Ervin/Nancy Upchurch  
Presentation By: Steve Ervin

### Background Information:

An ad requesting sealed proposals for surplus property ran in the Paducah Sun on Sunday, August 7, 2016. The deadline to submit proposals was Tuesday August 23, 2016 at 9 AM. Only one bid was received. Brent Lindsey submitted a proposal to purchase the lot at 1319 Park Avenue.

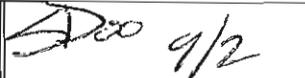
This action would declare 1319 Park Avenue surplus property owned by the City of Paducah and authorize the transfer of the lot to Brent Lindsey. He submitted an offer to purchase the property for \$50. Additionally, he will trim or remove trees from the back of the lot, and maintain the property in the future.

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

**Funds Available:** Account Name: N/A  
Account Number: N/A

Finance
---------

**Attachments:** Additional supporting documentation to meet requirements Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
--	------------	--

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

A MUNICIPAL ORDER ACCEPTING THE BID OF BRENT LINDSEY IN THE AMOUNT OF \$50 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 1319 PARK AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for property located at 1319 Park Avenue, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 7, 2016 and opened on August 23, 2016; and

WHEREAS, the City desires to accept the bid of Brent Lindsey. Mr. Lindsey owns the lot at 1321 Park Avenue and plans to combine the two lots to increase his yard.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Brent Lindsey in the amount of \$50 for the purchase of real property located at 1319 Park Avenue.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, September 6, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September 6, 2016  
\\mo\prop sale-1319 Park Ave

**Sec. 2-668. Disposition of surplus or excess property.**

(a) Any property which is to be sold by the City as surplus or excess property will require a written determination which will include the following.

**1. Description of property: 1319 Park Avenue**



**2. Its intended use at the time of acquisition:**

This lot was acquired by the City of Paducah by Deed recorded in Deed Book 1159 Page 680 on January 16, 2009. The City did not have a specific use for the property at the time of the acquisition.

**3. The reason why it is in the best interest of the City to dispose of the item:**

Upon transfer, Brent Lindsay commits to trimming the trees on the lot and future maintenance of the lot, thus saving the City the maintenance cost.

**4. The method of disposition to be used: Sealed Bid**

An ad requesting sealed proposals for surplus property ran in the Paducah Sun on Sunday, August 7, 2016. The deadline to submit proposals was Tuesday August 23, 2016 at 9 AM. Only one bid was received. Brent Lindsay submitted the only bid received. He offers \$50 for the lot and in addition will pay all costs associated with the transfer of the property.

Staff recommendation;

Staff recommends that the City declare this property surplus and approve the transfer of this property to Brent Lindsay, 1321 Park Avenue, Paducah, KY.



Steve Ervin,  
Director Planning Department

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Jeff Pederson,  
City Manager

# Agenda Action Form Paducah City Commission

Meeting Date: Sept. 6, 2016

**Short Title: Declaration & Sale of Surplus Property at 2519 Ohio St.**  
(formerly known as 2509 Ohio Street)

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Steve Ervin/Nancy Upchurch  
Presentation By: Steve Ervin

### Background Information:

An ad requesting sealed proposals for surplus property ran in the Paducah Sun on Sunday, August 7, 2016. The deadline to submit proposals was Tuesday August 23, 2016 at 9 AM. Only one bid was received. Karolyn Brown submitted a proposal to purchase the lot at 2519 Ohio Street.

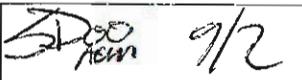
This action would declare 2519 Ohio Street surplus property owned by the City of Paducah and authorize the transfer of the lot to Karolyn Brown. She submitted an offer to purchase the property for \$500. Additionally, she will maintain the property, pay taxes.

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

**Funds Available:** Account Name: N/A  
Account Number: N/A

Finance
---------

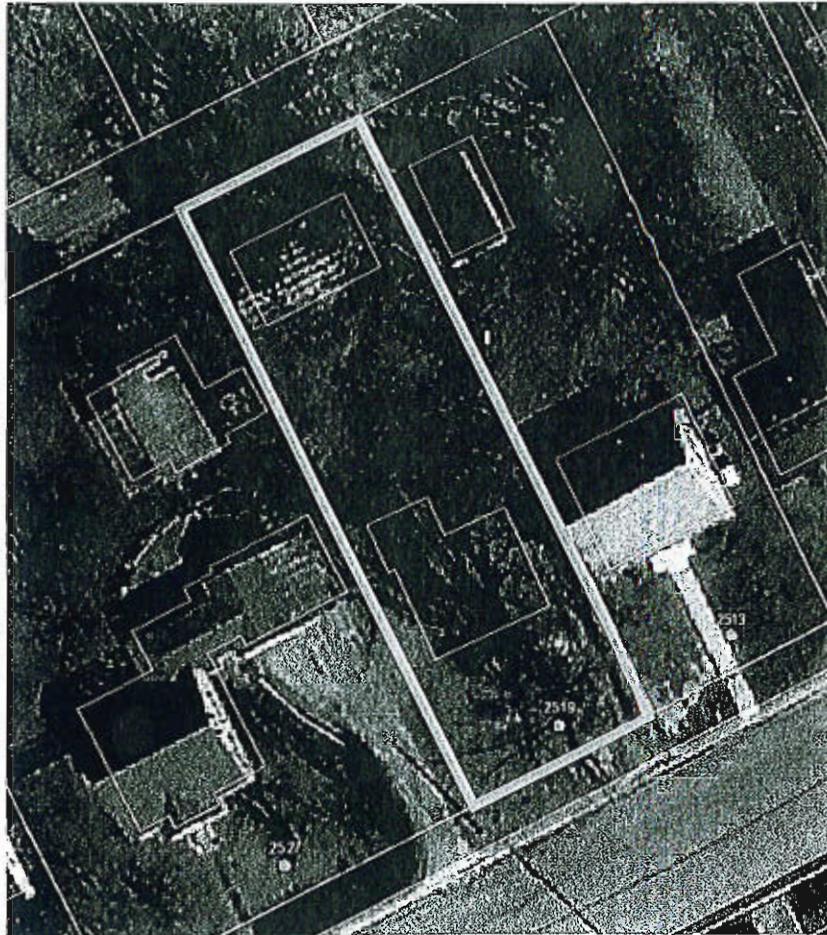
**Attachments:** Additional supporting documentation to meet requirements Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
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**Sec. 2-668. Disposition of surplus or excess property.**

(a) Any property which is to be sold by the City as surplus or excess property will require a written determination which will include the following.

**1. Description of property: 2519 Ohio Street (formerly known as 2509 Ohio Street**



**2. Its intended use at the time of acquisition:**

This lot was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1301 Page 199 on May 19, 2015. The City did not have a specific use for the property at the time of the acquisition.

**3. The reason why it is in the best interest of the City to dispose of the item:**

Upon transfer, Karolyn Brown commits to maintaining the lot and pay taxes, thus saving the City the maintenance cost.

**4. The method of disposition to be used: Sealed Bid**

An ad requesting sealed proposals for surplus property ran in the Paducah Sun on Sunday, August 7, 2016. The deadline to submit proposals was Tuesday August 23, 2016 at 9 AM. Only one bid was received. Karolyn Brown submitted the only bid received. She offers \$500 for the lot and in addition will pay all costs associated with the transfer of the property.

Staff recommendation;

Staff recommends that the City declare this property surplus and approve the transfer of this property to Karolyn Brown, 2513 Ohio Street, Paducah, KY.



Steve Ervin,  
Director Planning Department

  
Jeff Pederson,  
City Manager

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

A MUNICIPAL ORDER ACCEPTING THE BID OF KAROLYN BROWN IN THE AMOUNT OF \$500 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 2519 OHIO STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for property located at 2519 Ohio Street (formerly known as 2509 Ohio Street), which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 7, 2016 and opened on August 23, 2016; and

WHEREAS, the City desires to accept the bid of Karolyn Brown. Ms. Brown owns the adjacent property at 2513 Ohio Street and plans to maintain the property and pay the taxes.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Karolyn Brown in the amount of \$500 for the purchase of real property located at 2519 Ohio Street.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

---

Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 6, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September 6, 2016  
\\mo\prop sale-2519 Ohio Street

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 23, 2016

Short Title: Broadway/Jefferson Two Way Conversion W/Bike Lanes -- Professional Services

Ordinance  Emergency  Municipal Order  Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

### Background Information:

#### Key Components:

The City proposes to procure engineering services by HDR Engineering, Inc., of Paducah. Services includes the study of Broadway & Jefferson Streets being converted to two way, adding bike lanes on Broadway & Jefferson to connect to Phase 5 of the Greenway Trail and Noble Park, prepare a signing and marking plan for bidding, perform signal warrant studies for all intersections within the study area to see if the intersections can be converted to 4-way stop intersections and perform a signal warrant study at 3<sup>rd</sup> and Jefferson to see if a signal is necessary.

Additionally, HDR will assist the City in the preparation of the Transportation Alternative Grant (TAP) grant due September 30<sup>th</sup>. This grant will fund improvements outlined by HDR as part of this Engineering contract.

Please see attached scope of services for more detail.

Total compensation for Engineer's services is \$63,000.

#### Staff Recommendation:

Staff recommends approval of Engineering Contract

Funds Available:

Account Name: ~~MR~~ 040-4411-592-2307  
Account Number: MR0056

 8/19/2016  
Finance

Motion:

Attachments:

## Agenda Action Form Paducah City Commission

Meeting Date: AUGUST 23, 2016

Short Title: Amend ABC Ordinance

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Tammy Sanderson & Glenn Denton

Presentation By: Jeff Pederson, City Manager

### Background Information:

The Kentucky General Assembly passed Senate Bill 11 (SB 11) into law during the 2016 legislative session. SB 11 includes numerous amendments to Kentucky's alcoholic beverage statutes (KRS 241-244), many of which either authorize or necessitate amendment of local ordinances. A separate ordinance introduced at the August 9, 2016, meeting of the Paducah City Commission proposes to implement a portion of the changes SB 11 allows by amending Sections 6-33 and 6-44.

This ordinance proposes several additional amendments to the City's alcoholic beverage ordinances to implement the following changes:

- Sunday Sales. The City currently allows alcohol to be sold by the drink on Sundays from 1:00 p.m. until 10:00 p.m. for hotels, motels, and restaurants with an NQ2 license. This ordinance will change the time Sunday sales by the drink are allowed to 11:00 a.m. through 10:00 p.m. It also will make Sunday sales by the drink permissible for Quota Retail Drink licensees that are considered "athletic facilities" and distilleries that hold an NQ3 license.
- Sunday Souvenir Package Sales by Distilleries. All licensed distilleries in wet territories are now permitted to sell souvenir packages of distilled spirits produced by that distillery. Also, cities and counties now have authority to permit such souvenir package sales by distilleries on Sunday. This ordinance will allow distilleries to sell souvenir packages on Sunday from 11:00 a.m. until 10:00 p.m.
- Class A and B Rectifier's license. SB 11 divides the Rectifier's license into two classes based on volume. This ordinance will implement the new classes.
- Special Temporary Alcoholic Beverage Auction License. SB 11 changes the Special Temporary License to allow malt beverages to be auctioned or raffled at charity events. This ordinance will implement the changes to this license.
- Alcoholic beverage server training. State law requires alcoholic beverage servers to complete "STAR" training within thirty days of beginning employment. This ordinance will conform the City's requirements to state law.



**SAM CLYMER**  
COUNTY ATTORNEY

**TODD S. JONES**  
ASSISTANT

**MERIDITH CLYMER**  
ASSISTANT

**JAMES C. MILLS**  
ASSISTANT

**COMMONWEALTH OF KENTUCKY**  
**OFFICE OF COUNTY ATTORNEY**  
**SAM CLYMER**

MCCRACKEN COUNTY COURTHOUSE  
301 SOUTH SIXTH STREET  
PADUCAH, KENTUCKY 42003  
PHONE (270) 444-4709  
FAX (270) 444-4728

**CRAIG F. NEWBERN, JR.**  
DOMESTIC VIOLENCE  
PROSECUTOR

**TIFFANY MILLS**  
DIRECTOR  
VICTIM ASSISTANCE

August 30, 2016

MR. JEFF PEDERSON  
OFFICE OF PADUCAH CITY MANAGER  
300 SOUTH 5<sup>TH</sup> STREET  
PADUCAH, KENTUCKY 42003

**Re: City of Paducah 911 Services Agreement  
For Hendron and Lone Oak Districts.**

Dear Jeff:

Thank you again for your patience in dealing with this matter. As communicated previously via email, I have spoken with the Districts and obtained their permission to draft the contracts in keeping with the terms you and I compromised upon. Please find fully executed contracts on behalf of both Districts enclosed herewith for the review of both yourself and your legal counsel.

Thank you again for your patience and for your consideration. It has been a pleasure working with you on this project. Here's to future positive cooperation and issue resolution between the City and the County.

Best regards,

SAM CLYMER  
McCracken County Attorney

**General Government**

**AUG 31 2016**

Received by: \_\_\_\_\_

Faxed by: \_\_\_\_\_

**CITY OF PADUCAH 911  
COMMUNICATIONS SERVICE AGREEMENT**

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and Lone Oak Fire Protection District (hereinafter "Lone Oak" or "Parties" where Paducah and Lone Oak are referred to collectively) pursuant to KRS 79.110 et. seq.

**RECITALS**

**WHEREAS**, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP") and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

**WHEREAS**, in doing so, Paducah will provide 911 communications services to citizens and visitors of other governmental agencies for a fee;

**WHEREAS**, Lone Oak wishes Paducah to provide 911 communications services for a fee and pursuant to the provisions as stated herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF COMMUNICATIONS SERVICES.** Paducah has been certified as a PSAP in Paducah, McCracken County. Operations of the Paducah 911 Communications Department will begin and/or has begun on July 1, 2016. The Department shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual.
2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to the Department's Policies and Procedures Manual.
3. **DEFINITIONS.**
  - a. **"Calls For Service"** means all incoming calls and all events in CAD that generate an incident number.
  - b. **"Call Rate"** means the fee per call for service. The assigned Call Rate for Lone Oak is \$17.77.
  - c. **"Infrastructure Fee"** means a fee to be paid by the District for the proportionate use of the infrastructure by West McCracken Fire Protection district, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District, and Reidland-Farley Fire Protection District associated with the software and other equipment required for Paducah to provide communications services, divided by five (5) and amortized over the useful life of said infrastructure. The assigned Infrastructure Fee for Hendron is \$.82 per each Call For Service as defined above.

4. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either Party terminates this Agreement as specified in Paragraph 4 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of said Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.
5. **TERMINATION.** This Agreement may be terminated with or without cause upon six (6) months' written notice to the other Party. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than sixty (60) days prior to the expiration of the then applicable term.
6. **COMMUNICATIONS SERVICE FEE.** The District shall pay a fee for communications services provided by Paducah. The amount the District shall pay for communications services is equal to all West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District Hendron Fire Protection District and Reidland-Farley Fire Protection District Calls for service in the previous month multiplied by the applicable Call Rate, divided by five (5). Because the Call Rate is calculated using projected expenses and Calls for Service, if it is determined that the amount paid by the District was less than that actually owed, Paducah will send an invoice to the District. If it is determined that the amount paid by the District was more than that actually owed, Paducah will issue a refund and/or credit to the District.
7. **INFRASTRUCTURE FEE.** The District shall pay an Infrastructure Fee, as more particularly described in the Definition Section of this Agreement, to Paducah on a monthly basis.
8. **PAYMENT.** Paducah shall send monthly invoices to Lone Oak for the Communications Service Fee. Lone Oak shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination by the City as more particularly described in Paragraph 4.
9. **INFRASTRUCTURE.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. All costs related thereto shall be included in the formula for determining the Infrastructure Fee. The District will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.
10. **DEPARTMENT/PADUCAH STAFF.** The staff of the Department will be employees of Paducah, subject to Paducah's and the Department's policies and procedures, and will be supervised by the 911 Communications Services Director, who will report directly to the City Manager. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and the Department's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Director and/or City Manager.

**11. LIAISONS OF THE PARTIES.** The City Manager and the 911 Communications Services Director are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. Chief Larry Freeman will serve as Lone Oak's liaison.

**12. 911 COMMUNICATIONS SERVICES USER GROUP.**

(a) A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah's Chief of Police, Paducah's Fire Chief, the 911 Communications Services Director, McCracken County's Sheriff, and McCracken County's Emergency Management Services Director, and one person who will represent all five Fire Protection Districts, i.e., West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District. The User Group shall meet quarterly or more often as necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the City Manager those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do so will not be a material breach of this Agreement. Lone Oak hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of Paducah.

(b) Prior to implementing a change in policy which will directly impact first responders, Paducah agrees to notify Lone Oak of the proposed change at least fourteen (14) days before implementation. Before the expiration of the fourteen (14) day notice, Lone Oak may request a Special Called Meeting of the User Group to discuss the proposed change in policy. If a majority of the members of the User Group object to the proposed change in policy, the User Group shall notify the City Manager of said objection in writing, and the reasons therefor. The City Manager will give due consideration to the objections of the User Group in determining whether the change is necessary and/or whether an alternative change would be more appropriate.

**13. ADDITIONAL AGENCIES.** All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of Lone Oak.

**14. NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

**15. COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.

**16. INSURANCE.** Lone Oak shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this agreement.

## **17. CONFIDENTIAL INFORMATION.**

(a) The term "Confidential Information" shall mean any and all information which is disclosed by either Party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation to confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

(b) The Parties acknowledge that governmental agencies are required to release certain information pursuant to requests made under the provisions of the Kentucky Open Records Act and/or the Freedom of Information Act and further acknowledge and agree that a response in compliance therewith is not a breach of this Agreement.

(c) Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for its own Confidential Information.

(d) The terms of this Paragraph shall survive termination of this Agreement.

**18. INDEMNIFICATION.** Each party shall indemnify, hold harmless, and defend the other party (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from that party's performance, or failure to perform, under this Agreement. Notwithstanding this provision, each party shall be responsible for the negligent acts and/or willful misconduct of their authorized agents. Nothing contained hereir shall operate to modify Kentucky statutory or common law as it relates to each Party's respective liability for their own acts and/or actions of their agents.

**19. FORCE MAJEURE.** If by reason of *force majeure* Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.

**20. RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.

**21. CONTINUOUS SERVICE DELIVERY.** The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and McCracken County citizens and visitors. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and Lone Oak will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning Lone Oak to a new service provider for a reasonable period of time. Lone Oak will continue to be responsible for its fees, as set forth herein, during said transition period.

**22. NO EXPRESS OR IMPLIED WARRANTY.** Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Lone Oak acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to Lone Oak for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.

**23. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**TO: City of Paducah**

Attn: Mayor Gayle Kaler

City Hall  
300 South 5<sup>th</sup> Street  
Paducah, Ky 42003

**To: Lone Oak Fire District**

Attn: Chief Larry Freeman

Lone Oak Fire District  
111 Cave Thomas Drive  
Paducah, Kentucky 42001

- 24. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 25. SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
- 26. GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees. By entering into this Agreement, Hendron explicitly waives any argument it may have that it is protected by sovereign immunity as it relates to actions by Paducah to enforce this Agreement and/or seek damages for a breach of contract.
- 27. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
- 28. SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
- 29. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 30. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict

accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

31. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

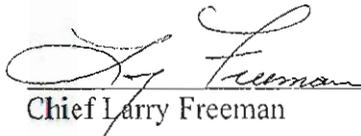
32. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF,** Paducah and Lone Oak do hereby agree to the full performance of the terms set forth herein.

**CITY OF PADUCAH**

**LONE OAK FIRE DISTRICT**

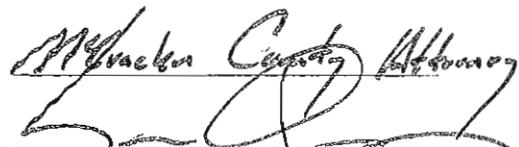
By: \_\_\_\_\_  
Gayle Kaler  
Title: Mayor  
Date: \_\_\_\_\_

By:   
Chief Larry Freeman  
Title: Chief, Lone Oak Fire District  
Date: 8-23-16

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: Legal Counsel

By:   
Title: Legal Counsel

**CITY OF PADUCAH 911  
COMMUNICATIONS SERVICE AGREEMENT**

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and Hendron Fire Protection District (hereinafter "Hendron" or "Parties" where Paducah and Hendron are referred to collectively) pursuant to KRS 79.110 et. seq.

**RECITALS**

**WHEREAS**, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP") and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

**WHEREAS**, in doing so, Paducah will provide 911 communications services to citizens and visitors of other governmental agencies for a fee;

**WHEREAS**, Hendron wishes Paducah to provide 911 communications services for a fee and pursuant to the provisions as stated herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF COMMUNICATIONS SERVICES.** Paducah has been certified as a PSAP in Paducah, McCracken County. Operations of the Paducah 911 Communications Department will begin and/or has begun on July 1, 2016. The Department shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual.
2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to the Department's Policies and Procedures Manual.
3. **DEFINITIONS.**
  - a. **"Calls For Service"** means all incoming calls and all events in CAD that generate an incident number.
  - b. **"Call Rate"** means the fee per call for service. The assigned Call Rate for Hendron is \$17.77.
  - c. **"Infrastructure Fee"** means a fee to be paid by the District for the proportionate use of the infrastructure by West McCracken Fire Protection district, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District, and Reidland-Farley Fire Protection District associated with the software and other equipment required for Paducah to provide communications services, divided by five (5) and amortized over the useful life of said infrastructure. The assigned Infrastructure Fee for Hendron is \$.82 per each Call For Service as defined above.

4. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either Party terminates this Agreement as specified in Paragraph 4 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of said Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.
5. **TERMINATION.** This Agreement may be terminated with or without cause upon six (6) months' written notice to the other Party. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than sixty (60) days prior to the expiration of the then applicable term.
6. **COMMUNICATIONS SERVICE FEE.** The District shall pay a fee for communications services provided by Paducah. The amount the District shall pay for communications services is equal to all West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District Calls for service in the previous month multiplied by the applicable Call Rate, divided by five (5). Because the Call Rate is calculated using projected expenses and Calls for Service, if it is determined that the amount paid by the District was less than that actually owed, Paducah will send an invoice to the District. If it is determined that the amount paid by the District was more than that actually owed, Paducah will issue a refund and/or credit to the District.
7. **INFRASTRUCTURE FEE.** The District shall pay an Infrastructure Fee, as more particularly described in the Definition Section of this Agreement, to Paducah on a monthly basis.
8. **PAYMENT.** Paducah shall send monthly invoices to Hendron for the Communications Service Fee. Hendron shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination by the City as more particularly described in Paragraph 4.
9. **INFRASTRUCTURE.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. All costs related thereto shall be included in the formula for determining the Infrastructure Fee. The District will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.
10. **DEPARTMENT/PADUCAH STAFF.** The staff of the Department will be employees of Paducah, subject to Paducah's and the Department's policies and procedures, and will be supervised by the 911 Communications Services Director, who will report directly to the City Manager. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and the Department's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Director and/or City Manager.

**11. LIAISONS OF THE PARTIES.** The City Manager and the 911 Communications Services Director are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. Chief Doug Cooper will serve as Hendron's liaison.

**12. 911 COMMUNICATIONS SERVICES USER GROUP.**

(a) A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah's Chief of Police, Paducah's Fire Chief, the 911 Communications Services Director, McCracken County's Sheriff, and McCracken County's Emergency Management Services Director, and one person who will represent all five Fire Protection Districts, i.e., West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District. The User Group shall meet quarterly or more often as necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the City Manager those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do so will not be a material breach of this Agreement. Hendron hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of Paducah.

(b) Prior to implementing a change in policy which will directly impact first responders, Paducah agrees to notify Hendron of the proposed change at least fourteen (14) days before implementation. Before the expiration of the fourteen (14) day notice, Hendron may request a Special Called Meeting of the User Group to discuss the proposed change in policy. If a majority of the members of the User Group object to the proposed change in policy, the User Group shall notify the City Manager of said objection in writing, and the reasons therefor. The City Manager will give due consideration to the objections of the User Group in determining whether the change is necessary and/or whether an alternative change would be more appropriate.

**13. ADDITIONAL AGENCIES.** All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of Hendron. In the event this occurs, the Communications Service Fee and the Technology Fee shall be reduced commensurate with the decrease in percentage of Calls for Service for West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District as compared to the total Calls for Service.

**14. NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

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(c) Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for its own Confidential Information.

(d) The terms of this Paragraph shall survive termination of this Agreement.

18. **INDEMNIFICATION.** Each party shall indemnify, hold harmless, and defend the other party (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from that party's performance, or failure to perform, under this Agreement.

Notwithstanding this provision, each party shall be responsible for the negligent acts and/or willful misconduct of their authorized agents. Nothing contained herein shall operate to modify Kentucky statutory or common law as it relates to each Party's respective liability for their own acts and/or actions of their agents.

19. **FORCE MAJEURE.** If by reason of *force majeure* Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.
20. **RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.
21. **CONTINUOUS SERVICE DELIVERY.** The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and McCracken County citizens and visitors. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and Hendron will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning Hendron to a new service provider for a reasonable period of time. Hendron will continue to be responsible for its fees, as set forth herein, during said transition period.
22. **NO EXPRESS OR IMPLIED WARRANTY.** Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Hendron acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to Hendron for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.
23. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**TO: City of Paducah**

Attn: Mayor Gayle Kaler

City Hall  
300 South 5<sup>th</sup> Street  
Paducah, Ky 42003

**To: Hendron Fire District**

Attn: Chief Doug Cooper

Hendron Fire District  
4535 AT Massa Drive  
Paducah, Kentucky 42003

24. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
25. **SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
26. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees. By entering into this Agreement, Hendron explicitly waives any argument it may have that it is protected by sovereign immunity as it relates to actions by Paducah to enforce this Agreement and/or seek damages for a breach of contract.
27. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
28. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
29. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
30. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

**31. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

**32. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Paducah and Hendron do hereby agree to the full performance of the terms set forth herein.

**CITY OF PADUCAH**

**HENDRON FIRE DISTRICT**

By: \_\_\_\_\_  
Gayle Kaler  
Title: Mayor  
Date: \_\_\_\_\_

By: Chief Doug Cooper  
Chief Doug Cooper  
Title: Chief, Hendron Fire District  
Date: 8-23-16

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: Legal Counsel

McDonough County Attorney  
By: \_\_\_\_\_  
Title: Legal Counsel

**Agenda Action Form  
Paducah City Commission**

Meeting Date: September 6, 2016

Short Title: AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY  
APPROVING A FIRST AMENDMENT TO THE CONTRACT WITH FREEDOM  
WASTE SERVICE, LLC

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

Background Information:

During the fall of 2015, City of Paducah began publicly advertising and accepting bids for a new long-term agreement for the disposal of municipal solid waste generated within the City of Paducah, which is also to include provisions for the operation of a transfer facility and for the transportation and disposal of recyclable materials. After evaluating all bids, the City awarded the contract to Freedom Waste Service, LLC of Mayfield, Kentucky. An agreement between the City and Freedom was entered into on January 19, 2015.

Pursuant to the Agreement, Freedom agreed to design, construct, operate, maintain, and replace, at its sole cost and expense, a Transfer Station on a Transfer Station Site, in accordance the Approved Plans on or before the Construction Completion Date and the Service Date of August 1, 2016. Due to several factors, Freedom was not able to construct the Transfer Station on the original Transfer Station Site. A new Transfer Station Site was acquired in fee by Freedom and is located at 400 State Street, Paducah, McCracken County, Kentucky. Due to the new location new plans for the Transfer Station have been prepared and have been approved by the local governmental entity.

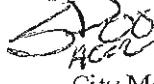
Further, Freedom has not been able to meet the August 1, 2016 Service Date as required by the original agreement due to rain delays. The new Service Date is estimated as September 26, 2016. City and Freedom have reached an agreement as to the delay liquidated damage provision provided in the January 19, 2015 agreement. This First Amendment documents this agreement and requires a delay liquidated damage payment in the amount of \$27,000.00 within 3 days of execution of the First Amendment. The First Amendment also amends the location of the Transfer Station Site and the Approved Plans of the Transfer Station.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Staff Recommendation:

To approve the First Amendment to agreement with Freedom and authorize the execution of the First Amendment by the Mayor.

Attachments: First Amendment to Agreement for Transfer, Transport, and Disposal of Municipal Solid Waste Assistance

Department Head	City Clerk	 4/2/16 City Manager
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## ORDINANCE NO. 2016 - \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
 AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO AN  
 AGREEMENT FOR TRANSFER, TRANSPORT AND DISPOSAL OF MUNICIPAL  
 SOLID WASTE BETWEEN THE CITY OF PADUCAH AND FREEDOM  
 WASTE SERVICE, LLC.; AND AUTHORIZING THE EXECUTION OF THE  
 FIRST AMENDMENT

WHEREAS, the City of Paducah's (the "City") Solid Waste Division is responsible for the collection of residential and commercial waste within the City limits of Paducah; and

WHEREAS, on January 19, 2016, 2015, City and Freedom Waste Service, LLC, is a Kentucky limited liability company ("Freedom"), entered into an Agreement for Transfer, Transport, and Disposal of Municipal Solid Waste (the "Agreement"), whereby City contracted with Contractor for long-term transfer station services, the transport and disposal of all municipal solid waste, and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, City and Contactor now desire to amend certain portions of the Agreement to accurately reflect the location of the Transfer Station Site and the Approved Plans of the Transfer Station, and to formally document their agreement and understanding as to the liquidated damages due to the City under Section 2.2.2., of the Agreement ; and

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

Section 1. Recitals and Authorization. The City hereby authorizes and approves the First Amendment to Agreement for Transfer, Transport and Disposal of Municipal Solid Waste between the City and Freedom (the "First Amendment"), in substantially the same form attached hereto as Exhibit A and made a part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into the First Amendment for the purposes therein specified. The Mayor of the City is hereby authorized to execute the First Amendment, and all other documents and instruments of any kind to be executed or delivered in connection with the First Amendment, with such changes in the First Amendment not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City or the City Manager. The approval of such changes, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the First Amendment by the authorized official.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such

section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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MAYOR

ATTEST:

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City Clerk

Introduced by the Board of Commissioners, September \_\_\_\_\_, 2016

Adopted by the Board of Commissioners, September \_\_\_\_\_, 2016

Recorded by City Clerk, September \_\_\_\_\_, 2016

Published by *The Paducah Sun*, \_\_\_\_\_, 2016

ORD\ agree-solid waste services – Freedom Waste Amend #1

EXHIBIT A TO THE ORDINANCE

FIRST AMENDMENT TO AGREEMENT FOR TRANSFER, TRANSPORT  
AND DISPOSAL OF MUNICIPAL SOLID WASTE

See attachment

**FIRST AMENDMENT TO  
AGREEMENT FOR TRANSFER, TRANSPORT  
AND DISPOSAL OF MUNICIPAL SOLID WASTE**

THIS FIRST AMENDMENT (this "Amendment") TO AGREEMENT FOR TRANSFER, TRANSPORT AND DISPOSAL OF MUNICIPAL SOLID WASTE made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between by and between the **CITY OF PADUCAH, KENTUCKY**, a municipal corporation and body politic of the Commonwealth of Kentucky, P.O. Box 2267, Paducah, Kentucky 42002-2267, (hereinafter referred to as the "City") and **FREEDOM WASTE SERVICE, LLC**, a Kentucky limited liability company, with local offices located at 3426 State Route 45 South, Mayfield, Kentucky 42066 (hereinafter referred to as "Contractor"). All defined terms not otherwise defined herein shall have the same meaning as defined in the Agreement for Transfer, Transport, and Disposal of Municipal Solid Waste dated January 19, 2016.

WITNESSETH:

WHEREAS, upon the successful completion of the City's sealed bidding procedure and on January 19, 2016, 2015, City and Contractor entered into an Agreement for Transfer, Transport, and Disposal of Municipal Solid Waste (the "Agreement"), whereby City contracted with Contractor for long-term transfer station services, the transport and disposal of all municipal solid waste, and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, under the Agreement, Contractor agreed to design, construct, operate, maintain, and replace, at its sole cost and expense, a Transfer Station on the Transfer Station Site, in accordance the Approved Plans on or before the Construction Completion Date and the Service Date of August 1, 2016; and

WHEREAS, Contractor has moved the Transfer Station Site and has redesigned the plans for the Transfer Station; and

WHEREAS, the Construction Completion Date and the Service Date for the Transfer Station on the Transfer Station Site did not occur on or before August 1, 2016, and pursuant to the terms of the Agreement, City is entitled to liquidated damages in accordance with Section 2.2.2. of the Agreement; and

WHEREAS, City and Contractor now desire to amend certain portions of Section 1: Definitions, and Schedule 1 of the Agreement to accurately reflect the changed location of the Transfer Station Site and the Approved Plans of the Transfer Station; and

WHEREAS, City and Contractor have also reached an understanding as to the liquidated damages due to the City under Section 2.2.2. of the Agreement and now desire to commitment that understanding to writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. **Amendments to the Agreement.** As of the date hereof, the Agreement is amended as follows:

1.1. Section 1.29. of the Agreement is hereby deleted in its entirety and replaced with the following:

*Section 1.29. Transfer Station Site: Means Tracts "A" plus "E1" consisting of 9.914 acres total as shown and indicated by plat of Noonan Development, Inc., Property of record in Plat Section L, page 1576, of the McCracken County Court Clerk's office, and generally described as 400 State Street, Paducah, McCracken County, Kentucky, on which the Transfer Station is to be constructed and operated. Being the same property conveyed to Freedom Waste Service, LLC, a Kentucky limited liability company, by deed dated April 21, 2016, of record in Deed Book 1320, page 606 in the aforesaid clerk's office.*

1.2. **Schedule 1** (the "Approved Plans") to the Agreement is hereby deleted in its entirety and replaced with the attached **Schedule 1**, which is incorporated herein:

Section 2. **Agreement as to Liquidated Damages.** As of the date hereof, City and Contractor covenant and agree as follows:

2.1. Section 2.2.2. of the Agreement provides, "[i]f the Service Date does not occur on or before August 1, 2016 (as extended only due to the occurrence of an Uncontrollable Circumstances), the Contractor shall pay the City delay liquidated damages in the amount of \$1,000.00 per day for each day of such delay. The City may invoice the Contractor for such liquidated damages on a weekly basis, and such invoices will be due and payable by the Contractor within ten days following receipt of the invoice."

2.2. City and Contractor acknowledge and agree that the Construction Completion Date and the Service Date for the Transfer Station as defined in the Agreement did not occur on or before August 1, 2016.

2.3. City and Contractor acknowledge and agree that the Construction Completion Date and the Service Date was delayed in part due to the occurrence of an Uncontrollable Circumstances in the form of unusual amounts of rain in the geographic region causing delays in the pouring of footers and side walls.

2.4. City and Contractor acknowledge and agree that pursuant to the Climatological Data for Paducah Area, Kentucky from May 1, 2016 through July 31, 2016, attached hereto and incorporated herein as **Exhibit A**, Contractor has experienced 29 rainout

days delaying construction of the Transfer Station.

2.5. Contractor covenants and agrees that the Construction Completion Date and the Service Date for the Transfer Station shall be on or before September 26, 2016.

2.6. Contractor promises to pay to City, within three (3) days from the date of this Amendment, delay liquidated damages in the amount of \$27,000.00, for 56 days of delay from August 1<sup>st</sup> through September 26<sup>th</sup>, to which the City has agreed to accept as delay liquidated damages through September 26, 2016. The delay liquidated damages is calculated as 56 days of delay less 29 rainout days for a total of 27 days of compensable delay days. In the event, the Construction Completion Date and the Service Date for the Transfer Station does not occur on September 26, 2016, Contractor shall continue to pay to City delay liquidated damages in the amount of \$1,000.00 per day for each day of such delay. The City may invoice the Contractor for such liquidated damages on a weekly basis, and such invoices will be due and payable by the Contractor within ten days following receipt of the invoice. In the event, the Construction Completion Date and the Service Date for the Transfer Station occurs before September 26, 2016, City shall refund to Contractor any overpayment of the delay liquidated damages paid hereunder.

2.7. Further, Contractor and City expressly acknowledge and agree that pursuant to Section 2.2.2. of the Agreement, the failure of the Contractor to have achieved the Service Date by October 1, 2016 shall constitute a material default by the Contractor and the City, by notice to the Contractor, may (notwithstanding anything to the contrary in Section 18 of the Agreement) terminate the Agreement without any requirement of having given notice previously or of providing any further cure opportunity.

Section 3. **Reaffirmation of the Agreement.** Except for the modifications set forth herein, all other terms and provisions of the Agreement entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Agreement.

Section 4. **Miscellaneous Provisions.**

4.1. **Successors and Assigns.** This Amendment shall be fully binding upon the parties hereto and their successors, and assigns as of the date hereof.

4.2. **Future Amendments.** The Agreement may not be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns.

4.3. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

4.4. Applicable Law. The provisions of this Amendment and the Agreement are entered into and are to be performed in the Commonwealth of Kentucky. The City and Contractor agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any legal action arising from or relating in any way to this Agreement shall have venue exclusively in the state courts of McCracken County, Kentucky.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

FREEDOM WASTE SERVICE, LLC

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

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

CITY:

CITY OF PADUCAH, KENTUCKY

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

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

**SCHEDULE 1 TO THE AGREEMENT  
TRANSFER STATION APPROVED PLANS  
ATTACHED HERETO**

EXHIBIT A TO THE AMENDMENT  
CLIMATOLOGICAL DATA FOR PADUCAH AREA  
ATTACHED HERETO

# EXHIBIT A

## Climatological Data for Paducah Area, KY (ThreadEx) - May 2016

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2016-05-01	81	61	71.0	8.1	0	6	0.00	0.0	0
2016-05-02	69	55	62.0	-1.2	3	0	0.00	0.0	0
2016-05-03	66	49	57.5	-6.0	7	0	0.00	0.0	0
2016-05-04	72	45	58.5	-5.3	6	0	0.01	0.0	0
2016-05-05	65	43	54.0	-10.1	11	0	0.00	0.0	0
2016-05-06	75	44	59.5	-4.8	5	0	0.00	0.0	0
2016-05-07	86	54	70.0	5.4	0	5	0.00	0.0	0
2016-05-08	84	56	70.0	5.1	0	5	0.00	0.0	0
2016-05-09	75	61	68.0	2.8	0	3	0.25	0.0	0
2016-05-10	80	59	69.5	4.0	0	5	1.02	0.0	0
2016-05-11	86	63	74.5	8.7	0	10	0.09	0.0	0
2016-05-12	71	57	64.0	-2.0	1	0	1.14	0.0	0
2016-05-13	75	48	61.5	-4.8	3	0	0.00	0.0	0
2016-05-14	66	43	54.5	-12.1	10	0	0.00	0.0	0
2016-05-15	69	48	54.5	-12.4	10	0	0.00	0.0	0
2016-05-16	63	50	56.5	-10.6	8	0	0.36	0.0	0
2016-05-17	59	50	54.5	-12.9	10	0	0.37	0.0	0
2016-05-18	66	48	57.0	-10.7	8	0	0.00	0.0	0
2016-05-19	73	45	59.0	-9.0	6	0	0.00	0.0	0
2016-05-20	69	56	62.5	-5.8	2	0	0.13	0.0	0
2016-05-21	74	53	63.5	-5.0	1	0	0.00	0.0	0
2016-05-22	82	48	65.0	-3.8	0	0	0.00	0.0	0
2016-05-23	86	50	68.0	-1.1	0	3	0.00	0.0	0
2016-05-24	85	59	72.0	2.6	0	7	T	0.0	0
2016-05-25	77	64	70.5	0.8	0	6	1.17	0.0	0
2016-05-26	81	67	74.0	4.0	0	9	0.71	0.0	0
2016-05-27	84	66	75.0	4.8	0	10	0.02	0.0	0
2016-05-28	84	70	77.0	6.5	0	12	0.00	0.0	0
2016-05-29	88	64	76.0	5.2	0	11	0.00	0.0	0
2016-05-30	80	61	75.5	4.4	0	11	0.00	0.0	0
2016-05-31	87	65	76.0	4.6	0	11	T	0.0	0
Sum	2368	1694	-	-	91	114	5.27	0.0	-
Average	76.4	54.6	65.5	-1.7	-	-	-	-	0.0
Normal	78.0	56.3	67.2	-	64	130	4.94	0.0	-

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : midnight

Min Temperature : midnight

Precipitation : midnight

Snowfall : midnight

Snow Depth : 6am

9

Climatological Data for Paducah Area, KY (ThreadEx) - June 2016

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2016-06-01	88	65	76.5	4.8	0	12	0.24	0.0	0
2016-06-02	82	66	74.0	2.0	0	9	0.20	0.0	0
2016-06-03	83	66	74.5	2.2	0	10	0.36	0.0	0
2016-06-04	81	66	73.5	0.9	0	9	5.47	0.0	0
2016-06-05	83	62	72.5	-0.4	0	8	0.00	0.0	0
2016-06-06	88	59	73.5	0.3	0	9	0.00	0.0	0
2016-06-07	81	58	69.5	-4.0	0	5	0.04	0.0	0
2016-06-08	82	55	68.5	-5.3	0	4	0.00	0.0	0
2016-06-09	86	55	70.5	-3.5	0	6	0.00	0.0	0
2016-06-10	91	60	75.5	1.2	0	11	0.00	0.0	0
2016-06-11	94	64	79.0	4.4	0	14	0.00	0.0	0
2016-06-12	95	69	82.0	7.1	0	17	0.00	0.0	0
2016-06-13	95	71	83.0	7.8	0	18	0.00	0.0	0
2016-06-14	93	74	83.5	8.1	0	19	0.00	0.0	0
2016-06-15	90	71	80.5	4.8	0	16	0.28	0.0	0
2016-06-16	88	71	85.5	9.6	0	21	0.00	0.0	0
2016-06-17	88	70	79.0	2.8	0	14	0.00	0.0	0
2016-06-18	90	66	78.0	1.6	0	13	0.00	0.0	0
2016-06-19	90	72	81.0	4.4	0	16	0.00	0.0	0
2016-06-20	90	73	81.5	4.6	0	17	0.00	0.0	0
2016-06-21	93	76	84.5	7.4	0	20	0.04	0.0	0
2016-06-22	95	76	85.5	8.2	0	21	0.00	0.0	0
2016-06-23	97	81	89.0	11.5	0	24	0.00	0.0	0
2016-06-24	92	73	82.5	4.9	0	18	0.00	0.0	0
2016-06-25	94	72	83.0	5.2	0	18	0.00	0.0	0
2016-06-26	96	76	86.0	8.0	0	21	0.00	0.0	0
2016-06-27	90	69	79.5	1.4	0	15	0.00	0.0	0
2016-06-28	94	66	80.0	1.7	0	15	0.00	0.0	0
2016-06-29	85	60	72.5	-5.9	0	8	0.00	0.0	0
2016-06-30	87	58	72.5	-6.0	0	8	0.00	0.0	0
Sum	2693	2020	-	-	0	416	1.72	0.0	-
Average	89.8	67.3	78.6	3.0	-	-	-	-	0.0
Normal	86.2	64.9	75.6	-	4	320	4.06	0.0	-

Building Permit Issued

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : midnight

Min Temperature : midnight

Precipitation : midnight

Snowfall : midnight

Snow Depth : 6am

Climatological Data for Paducah Area, KY (ThreadEx) - July 2016

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2016-07-01	87	64	75.5	-3.1	0	11	0.09	0.0	0
2016-07-02	81	63	71.5	-7.2	0	7	0.14	0.0	0
2016-07-03	89	66	77.5	-1.3	0	13	0.50	0.0	0
2016-07-04	84	72	78.0	-0.9	0	13	2.59	0.0	0
2016-07-05	92	74	83.0	4.1	0	18	0.14	0.0	0
2016-07-06	88	71	79.5	0.5	0	15	1.20	0.0	0
2016-07-07	88	72	80.0	1.0	0	15	1.19	0.0	0
2016-07-08	93	71	82.0	2.9	0	17	0.95	0.0	0
2016-07-09	88	71	79.5	0.4	0	15	0.00	0.0	0
2016-07-10	90	70	80.0	0.9	0	15	0.00	0.0	0
2016-07-11	89	69	79.0	-0.1	0	14	T	0.0	0
2016-07-12	92	73	82.5	3.4	0	18	0.23	0.0	0
2016-07-13	93	76	84.5	5.4	0	20	T	0.0	0
2016-07-14	91	74	82.5	3.4	0	18	0.32	0.0	0
2016-07-15	92	71	81.5	2.4	0	17	0.00	0.0	0
2016-07-16	90	68	79.0	-0.1	0	14	0.00	0.0	0
2016-07-17	92	72	82.0	3.0	0	17	0.00	0.0	0
2016-07-18	88	75	85.0	6.0	0	20	0.00	0.0	0
2016-07-19	88	76	85.5	6.5	0	21	T	0.0	0
2016-07-20	93	73	83.0	4.0	0	18	0.00	0.0	0
2016-07-21	88	71	83.0	4.1	0	18	0.00	0.0	0
2016-07-22	89	76	82.5	3.6	0	18	0.01	0.0	0
2016-07-23	93	73	83.0	4.1	0	18	0.00	0.0	0
2016-07-24	93	76	84.5	5.7	0	20	0.00	0.0	0
2016-07-25	M	M	M	M	M	M	M	M	M
2016-07-26	M	M	M	M	M	M	M	M	M
2016-07-27	M	M	M	M	M	M	M	M	M
2016-07-28	M	M	M	M	M	M	M	M	M
2016-07-29	M	M	M	M	M	M	M	M	M
2016-07-30	M	M	M	M	M	M	M	M	M
2016-07-31	M	M	M	M	M	M	M	M	M
Sum	2172	1716	-	-	0	390	6.86	0.0	-
Average	90.5	71.5	81.0	2.0	-	-	-	-	0.0
Normal	89.3	68.7	79.0	-	0	336	5.52	0.0	-

*Above Normals represent the month through 2016-07-24.*

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : midnight

Min Temperature : midnight

Precipitation : midnight

Snowfall : midnight

Snow Depth : 6am

11



# Agenda Action Form

## Paducah City Commission

Meeting Date: September 6, 2016

Short Title: Trinity United Methodist Church Annexation

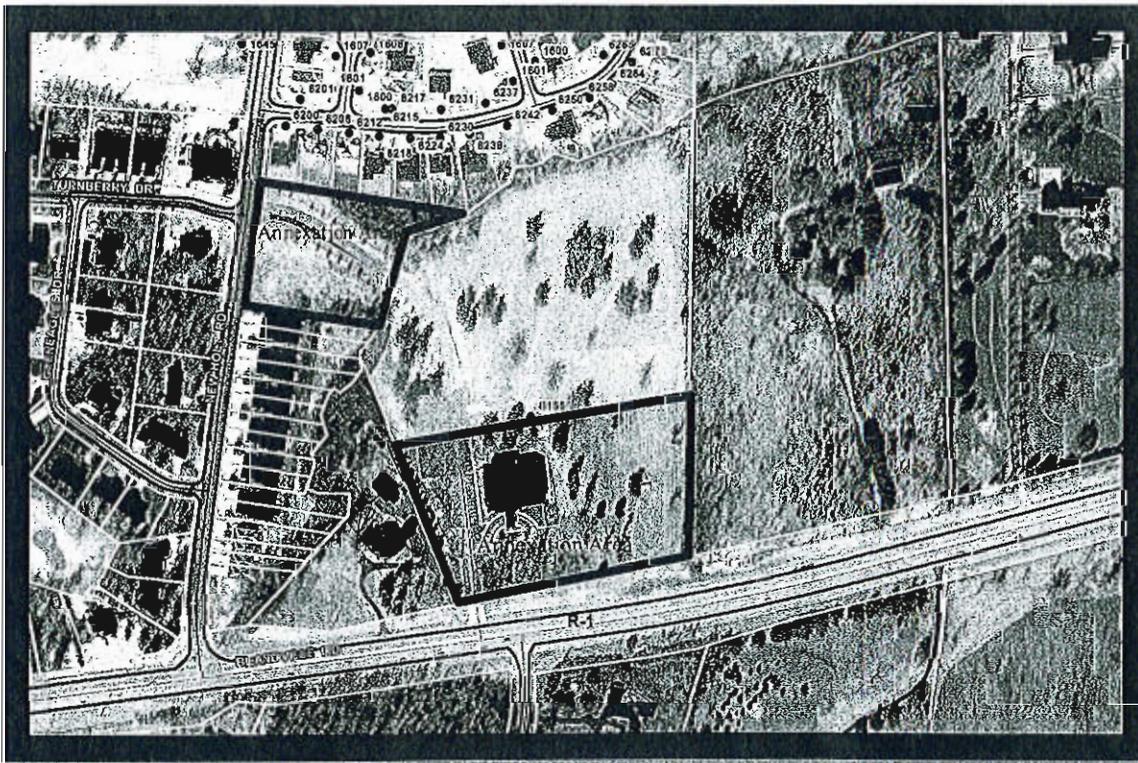
Ordinance  Emergency  Municipal Order  Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

### Background Information:

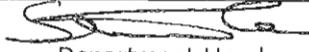
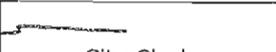
The intent of this agenda item is to annex 6125 Blandville Road and 1592 New Holt Road into the City of Paducah. Both properties are owned by Trinity United Methodist Church. The Church is located @ 6125 New Holt Road and 1592 New Holt Road is used for Church access.



Funds Available: Account Name: N/A  
Account Number: N/A

Finance

Motion:  
Attachments

 Department Head	 City Clerk	 City Manager 9/2/68
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July 8<sup>th</sup>, 2016

6125 Blandville Road  
Paducah, KY 42001  
270-534-9516

City of Paducah  
Planning Department  
300 South 5<sup>th</sup> Street  
Paducah, Kentucky 42003

RECEIVED

JUL 19 2016

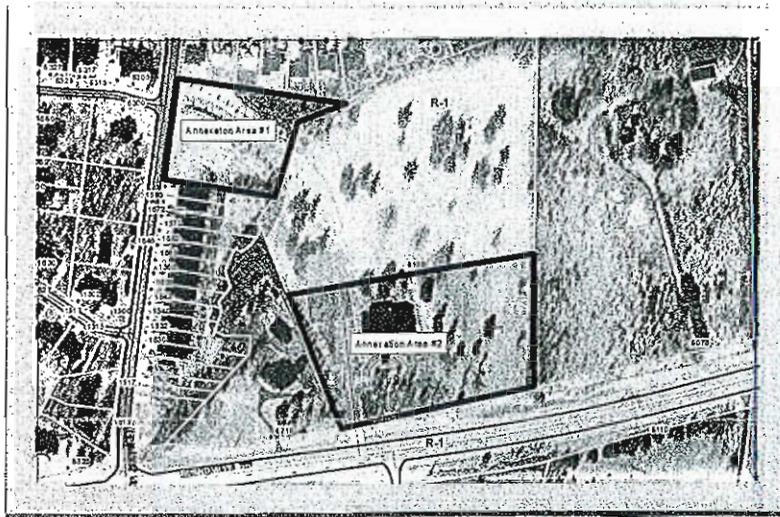
Planning Department

Attn: Steve Ervin, Director of Planning

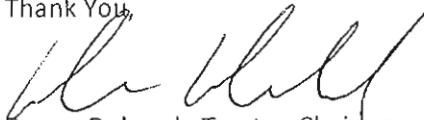
Dear Mr. Ervin,

Please find this letter to be an official annexation request for properties located at 6125 Blandville Road (Annexation Area #2) and an area Labeled as Annexation Area #1 into the City of Paducah corporate limits. 6125 Blandville Road address is presently being used as Trinity United Methodist Church and Annexation Area #1 is being used as an access point for the church. As a condition to the annexation, we request that the City of Paducah prepare the annexation plat, legal descriptions and file a Waiver Plat with the Paducah Planning Commission, at no cost to Trinity United Methodist Church, to combine all three properties into one property.

If you have any questions, please do not hesitate to contact us.



Thank You,

  
Duane Dubrock, Trustee Chairman  
Trinity United Methodist Church

Cc: Rev. Sky McCracken, District Superintendent  
Purchase District of the Memphis Conference of the United Methodist Church



"Established 1952"

# HUNTER MARTIN & ASSOCIATES, INC.

3220 Lone Oak Road \* Paducah, Kentucky 42003 \* (270) 554-2737 \* FAX (270) 538-9470  
www.huntermartin.com

## LEGAL DESCRIPTION

OF

5.815 ACRES

FOR

CITY OF PADUCAH

Lying on the Northerly side of U.S. Highway 62 (Blandville Road) and being part of the Trinity United Methodist Church property recorded in Deed Book 804, page 621, Deed Book 830, page 731 and shown as Tract 2 per Waiver of Subdivision recorded in Plat Section "K", page 628, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 6" X 6" concrete right-of-way monument in the Northerly right-of-way line of U.S. Highway 62 that is perpendicular and 80 feet Northwardly therefrom centerline Highway Station 149+76.10, said centerline Highway Station being 133.90 feet as measured Southwestwardly along said centerline from its intersection with the centerline of Highland Church Road; THENCE FROM SAID POINT OF BEGINNING S 80°37'54" W with the Northerly right-of-way line of said U.S. Highway 62 1.14 feet to a ½" rebar with cap no. 2105 set at the Southeast corner of the Neal and Sharon Oliphant property per Deed Book 860, page 38; thence N 22°13' 23" W with the Easterly line of said Oliphant property 429.54 feet to an existing ½" rebar at the Southwest corner of the Trinity United Methodist Church property per Tract 1 as shown on Waiver of Subdivision recorded in Plat Section "K", page 628; thence N 82°24'41" E with the Southerly line of said Trinity United Methodist Church property per said Tract 1 to Waiver of Subdivision recorded in Plat Section "K", page 628, 712.03 feet to an existing ½" rebar at the Southeast corner thereof and in the West line of the John and Laree Eckstein property per Deed Book 1030, page 115; thence S 1°11'02" W with the West line of said Eckstein property 388.52 feet to an existing 6" x 6" concrete right-of-way monument at the Southwest corner of said Eckstein property and in the Northerly right-of-way line of aforesaid U.S. Highway 62; thence Southwestwardly with the Northerly right-of-way line of said U.S. Highway 62 for the following 3 calls: S 80°11'26" W 122.69 feet to a ½" rebar with cap no. 2105 set at a point perpendicular and 105 feet Northwardly therefrom centerline Highway Station 154+00; S 74°44'50" W 164.86 feet to an existing 6" x 6" concrete right-of-way monument at a point perpendicular and 85 feet Northwardly therefrom centerline Highway Station 152+32.25; and S 81°19'43" W 257.18 feet to the Point of Beginning and containing 5.815 Acres as shown on "Annexation Plat for the City of Paducah" prepared by Hunter Martin & Associates, Inc. dated August 18, 2016.

The above legal description was written by Rod H. Martin, Kentucky Licensed Professional Land Surveyor, on the 18<sup>th</sup> day of August, 2016, and is correct to the best of my knowledge and belief.

---

Kentucky Licensed Professional Land Surveyor No. 2105

JMG:dg



"Established 1952"

# HUNTER MARTIN & ASSOCIATES, INC.

3220 Lone Oak Road \* Paducah, Kentucky 42003 \* (270) 554-2737 \* FAX (270) 538-9470  
www.huntermartin.com

## LEGAL DESCRIPTION

OF

2.498 ACRES

FOR

CITY OF PADUCAH

Lying on the East side of Holt Road and being part of the Trinity United Methodist Church property recorded in Deed Book 928, page 643 and shown as Tract 1 per Waiver of Subdivision recorded in Plat Section "J", page 210, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar (bent) in the East right-of-way line of Holt Road at the Northwest corner of Lot 8 to Meadow View Subdivision recorded in Plat Section "L", page 1313, said point being 787.37 feet as measured Northwardly along said East right-of-way line from an existing 6" x 6" concrete right-of-way monument at its intersection with the Northerly right-of-way line of U.S. Highway 62; THENCE FROM SAID POINT OF BEGINNING N 7°22'32" E 293.25 feet to an existing ¼" rebar with cap no. 1955 in the Southerly line of Lot 1 to Eaglebrook Subdivision (Phase I) per Plat Section "K", page 1689; thence S 80°50'00" E with the Southerly line of Lots 1, 2, 3, 4, 5 and 6 to said Phase I of Eaglebrook Subdivision 492.79 feet to a ½" rebar with cap no. 2105 set at the Southeast corner of said Lot 6 and in the center of a creek; thence Southwestwardly with the centerline meanders of said creek for the following 2 calls: S 61°26'52" W 87.70 feet to a point and N 80°49'20" W 43.38 feet to a point; thence N 87°23'36" W and leaving said creek 26.58 feet to a point on the Northwesterly bank as shown on Waiver of Subdivision recorded in Plat Section "K", page 628 (original corner post not found this survey); thence S 16°38'01" E 23.53 feet to a point in the center of aforesaid creek; thence Southwestwardly with the centerline meanders of said creek for the following 4 calls: S 5°17'35" W 26.02 feet to a point; S 10°08'51" W 39.36 feet to a point; S 17°47'05" W 91.28 feet to a point and S 22°30'20" W 62.26 feet to a ½" rebar with cap no. 2105 set at the Northeast corner of aforesaid Lot 8 to Meadow view Subdivision; thence N 80°40'27" W with the North line of said Lot 8, 327.74 feet to the Point of Beginning and containing 2.498 Acres as shown on "Annexation Plat for the City of Paducah" prepared by Hunter Martin & Associates, Inc. dated August 18, 2016.

The above legal description was written by Rod H. Martin, Kentucky Licensed Professional Land Surveyor, on the 18<sup>th</sup> day of August, 2016, and is correct to the best of my knowledge and belief.

---

Kentucky Licensed Professional Land Surveyor No. 2105

JMG:dg



# Agenda Action Form Paducah City Commission

Meeting Date: 9-6-16

Short Title: Closure of a Portion of North 29<sup>th</sup> Street between Trimble Street and Harrison Street

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Angela Weeks, Engr Proj Mgr

Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

The adjacent property owner, Linn Grove Properties, LLC, has submitted an executed application requesting that a portion of North 29<sup>th</sup> Street between Trimble Street and Harrison Street be closed. On August 15, 2016, the Planning Commission held a Public Hearing and has made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with two 15' Public Storm Sewer Easements to be established as shown on the Street Closure Plat.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: N/A  
Account Number:

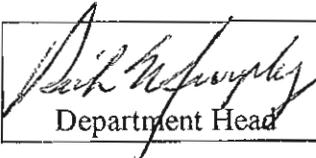
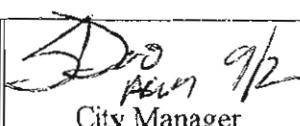
Finance
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### Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of North 29<sup>th</sup> Street between Trimble Street and Harrison and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners; and to establish two 15' Public Storm Sewer Easements.

### Attachments:

Original Street Closure Application, Proposed Closure Plat, Public Hearing Notice, Planning Commission Resolution

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE CLOSING OF NORTH 29<sup>th</sup> STREET BETWEEN TRIMBLE STREET AND CLAY STREET AND BETWEEN CLAY STREET AND HARRISON STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of North 29<sup>th</sup> Street between Trimble Street and Clay Street and between Clay Street and Harrison Street as follows:

A PORTION OF NORTH 29<sup>th</sup> STREET BETWEEN  
CLAY STREET & TRIMBLE STREET

BEING A 0.477 ACRE TRACT OF LAND LYING WITHIN THE CITY LIMITS OF PADUCAH, KY, McCRACKEN COUNTY AND BEING A PORTION OF AN UN-DEVELOPED SECTION OF NORTH 29<sup>th</sup> STREET LYING BETWEEN CLAY STREET AND TRIMBLE STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT, SAID POINT BEING A REFERENCE POINT LOCATED IN THE CENTERLINE OF TRIMBLE STREET AND BEING 895.00 FEET EASTERLY FROM THE CENTERLINE INTERSECTION OF TRIMBLE STREET AND NORTH 30<sup>TH</sup> STREET;

THENCE SOUTH 25 DEGREES 00 MINUTES 41 SECONDS EAST, A DISTANCE OF 33.00 FEET TO AN EXISTING 4 INCH BY 4 INCH CONCRETE MONUMENT LOCATED AT THE SOUTH WEST RIGHT-OF-WAY INTERSECTION OF TRIMBLE STREET AND NORTH 29<sup>TH</sup> STREET AND ALSO BEING THE NORTH WEST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT AND THE POINT OF BEGINNING;

THENCE ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF TRIMBLE STREET,  
NORTH 64 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 1/2" INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND LOCATED AT THE SOUTH EAST RIGHT-OF-WAY INTERSECTION OF TRIMBLE STREET AND NORTH 29<sup>TH</sup> STREET AND BEING THE NORTH EAST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT;

THENCE ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 29<sup>TH</sup> STREET,  
SOUTH 25 DEGREES 00 MINUTES 41 SECONDS EAST, A DISTANCE OF 346.50' FEET TO A 1/2 " INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND LYING AT THE NORTH EAST RIGHT-OF-WAY INTERSECTION OF CLAY STREET AND NORTH 29<sup>TH</sup> STREET AND BEING THE SOUTH EAST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT;

THENCE ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF CLAY STREET, SOUTH 64 DEGREES 59 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A ½ "INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND LYING AT THE NORTH WEST RIGHT-OF-WAY INTERSECTION OF CLAY STREET AND NORTH 29<sup>TH</sup> STREET AND BEING THE SOUTH WEST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT;

THENCE ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF NORTH 29<sup>TH</sup> STREET, NORTH 25 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 346.50' FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED 0.477 ACRE TRACT OF LAND BEING A PORTION OF NORTH 29<sup>TH</sup> STREET DEDICATED TO THE CITY OF PADUCAH BY PLAT OF THE CALDWELL – MALLORY ADDITION TO THE CITY OF PADUCAH RECORDED IN PLAT SECTION "A", PAGE 288 & 289 ON MAY 17, 1937 AND BEING THE UN-DEVELOPED PORTION OF NORTH 29<sup>TH</sup> STREET THAT LIES BETWEEN TRIMBLE STREET AND CLAY STREET.

THE ABOVE DESCRIPTION IS BASED ON A SURVEY CONDUCTED BY SITEWORX SURVEY AND DESIGN LLC

A PORTION OF NORTH 29<sup>th</sup> STREET BETWEEN  
CLAY STREET & HARRISON STREET

BEING A 0.477 ACRE TRACT OF LAND LYING WITHIN THE CITY LIMITS OF PADUCAH, KY, McCRACKEN COUNTY AND BEING A PORTION OF AN UN-DEVELOPED SECTION OF NORTH 29<sup>th</sup> STREET LYING BETWEEN CLAY STREET AND HARRISON STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT, SAID POINT BEING A REFERENCE POINT LOCATED IN THE CENTERLINE OF HARRISON STREET AND BEING 955.00 FEET EASTERLY FROM THE CENTERLINE INTERSECTION OF HARRISON STREET AND NORTH 30<sup>TH</sup> STREET;

THENCE NORTH 25 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A ½ INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND LOCATED AT THE NORTH EAST RIGHT-OF-WAY INTERSECTION OF HARRISON STREET AND NORTH 29<sup>TH</sup> STREET AND ALSO BEING THE SOUTH EAST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT AND THE POINT OF BEGINNING;

THENCE ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF HARRISON STREET, SOUTH 64 DEGREES 59 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A ½ " INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND LOCATED AT THE NORTH WEST RIGHT-OF-WAY INTERSECTION OF HARRISON STREET AND NORTH 29<sup>TH</sup> STREET AND BEING THE SOUTH WEST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT;

THENCE ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF NORTH 29<sup>TH</sup> STREET, NORTH 25 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 346.50' FEET TO A ½ INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND

LYING AT THE SOUTH WEST RIGHT-OF-WAY INTERSECTION OF CLAY STREET AND NORTH 29<sup>TH</sup> STREET AND BEING THE NORTH WEST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT;

TENCE ALONG AND WITH THE SOUTH RIGHT-OF-WAY LINE OF CLAY STREET, NORTH 64 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A ½ INCH BY 24 INCH IRON PIN AND CAP #3732 SET AND LYING AT THE SOUTH EAST RIGHT-OF-WAY INTERSECTION OF CLAY STREET AND NORTH 29<sup>TH</sup> STREET AND BEING THE NORTH EAST CORNER OF THIS HEREIN DESCRIBED 0.477 ACRE TRACT;

TENCE ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 29<sup>TH</sup> STREET, SOUTH 25 DEGREES 00 MINUTES 41 SECONDS EAST, A DISTANCE OF 346.50' FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED 0.477 ACRE TRACT OF LAND BEING A PORTION OF NORTH 29<sup>TH</sup> STREET DEDICATED TO THE CITY OF PADUCAH BY PLAT OF THE CALDWELL – MALLORY ADDITION TO THE CITY OF PADUCAH RECORDED IN PLAT SECTION "A", PAGE 288 & 289 ON MAY 17, 1937 AND BEING THE UN-DEVELOPED PORTION OF NORTH 29<sup>TH</sup> STREET THAT LIES BETWEEN HARRISON STREET AND CLAY STREET.

THE ABOVE DESCRIPTION IS BASED ON A SURVEY CONDUCTED BY SITEWORX SURVEY AND DESIGN LLC

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Linn Grove Properties, LLC is the owner of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 15th day of August, 2016, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

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

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 6, 2016  
Adopted by the Board of Commissioners, September 13, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September 13, 2016  
Published by The Paducah Sun, \_\_\_\_\_  
\ord\eng\st close\29<sup>th</sup> & Harrison

CERTIFICATION

I, Tammara S. Sanderson, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. 2016-9-\_\_\_\_\_ adopted by the Board of Commissioners of the City of Paducah at a meeting held on September 13, 2016.

---

City Clerk

# Agenda Action Form Paducah City Commission

Meeting Date: September 6, 2016

Short Title: Closure of Yopp Street

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Angela Weeks, Engr Proj Mgr

Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

The adjacent property owner, T & S Properties, LLC, has submitted an executed application requesting that Yopp Street located between 3220 and 3300 Wayne Sullivan Drive be closed. On August 22, 2016, the Planning Commission held a Public Hearing and has made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure. As shown on the Street Closure Plat, a 40 foot Floodwall right of entry easement has been established to the City of Paducah and a 20 foot water utility easement has been established for Paducah Water.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: N/A  
Account Number:

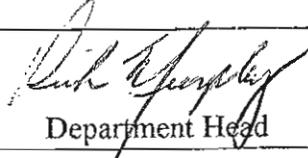
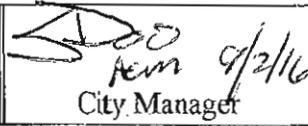
Finance
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### Staff Recommendation:

To adopt an ordinance authorizing the closing of Yopp Street and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner; and establishing a 40 foot Floodwall right of entry easement to the City of Paducah and a 20 foot water utility easement to Paducah Water.

### Attachments:

Original Street Closure Application, Proposed Closure Plat, Public Hearing Notice, Planning Commission Resolution

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE CLOSING OF YOPP STREET  
BETWEEN 3220 AND 3300 WAYNE SULLIVAN DRIVE, AND AUTHORIZING THE MAYOR  
TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of Yopp  
Street between 3220 and 3300 Wayne Sullivan Drive as follows:

Lying on the Northeasterly side of Wayne Sullivan Drive and being Yopp Street as shown on Revised Plat of Yopp-Roof Industrial Park and John W. Keiler II property recorded in Plat Section "G", page 219, McCracken County Court Clerks office and being in the City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap no. 1955 in the Northeasterly right-of-way line of Wayne Sullivan Drive at its intersection with the Northerly right-of-way line of Yopp Street as shown on Revised Plat of Yopp-Roof Industrial Park and John W. Keiler II property recorded in Plat Section "G", page 219; THENCE FROM SAID POINT OF BEGINNING N 49°19'37" E with the Northerly right-of-way line of said Yopp Street 482.67 feet to an existing ½" rebar with cap no. 1955 at its Northeasterly corner thereof and in the Southwesterly right-of-way of the City of Paducah Floodwall per Deed Book 200, page 83; thence S 40°07'38" E with the Southwesterly right-of-way of said City of Paducah Floodwall 60.00 feet to an existing ½" rebar with cap (Tosh) at the Southeasterly end of said Yopp Street; thence S 49°19'37" W with the Southerly right-of-way line of said Yopp Street 482.10 feet to a point in the Northeasterly right-of-way line of aforesaid Wayne Sullivan Drive; thence N 40°40'23" W with the Northeasterly right-of-way line of said Wayne Sullivan Drive 60.00 feet to the Point of Beginning and containing 28,942 square feet as shown on Plat of Yopp Street Closing prepared by Hunter Martin & Associates, Inc. dated July 21, 2016.

The above legal description was written by Rod H. Martin, Kentucky Licensed Professional Land Surveyor, on the 22<sup>th</sup> day of August, 2016, and is correct to the best of my knowledge and belief.

---

Kentucky Licensed Professional Land Surveyor No. 2105

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. T & S Properties, LLC is the owner of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 22nd day of August, 2016, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 6, 2016

Adopted by the Board of Commissioners, September 13, 2016

Recorded by Tammara S. Sanderson, City Clerk, September 13, 2016

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

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CERTIFICATION

I, Tammara S. Sanderson, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. 2016-9-\_\_\_\_\_ adopted by the Board of Commissioners of the City of Paducah at a meeting held on September 13, 2016.

\_\_\_\_\_  
City Clerk



CITY OF PADUCAH, KENTUCKY  
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

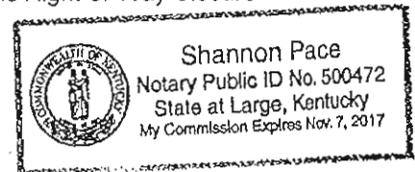
Date: July 22, 2016

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Yopp Street

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:



STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

William L. Schroeder  
Signature of Property Owner

The foregoing instrument was sworn to and acknowledged before me this 22 day of July, 2016, by William L Schroeder

WILLIAM L SCHROEDER  
Property Owner's Name Printed

My Commission expires 11/07/17

P.O. Box 3009, Paducah, Ky.  
Address

Shannon Pace  
Notary Public, State at Large

42002

SEAL

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

\_\_\_\_\_  
Signature of Property Owner

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Property Owner's Name Printed

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Address

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

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**DATE FOR RENT**

**REAL ESTATE FOR RENT**



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**0610 UNFURNISHED APARTMENTS**

1 BR apt., elec.,  
water, sewer, inter-  
net, cable, security  
system & yard  
mowing all in-  
cluded, \$800. mo.  
816-7039.

1 BR, good & quiet  
location, water pd.  
No pets \$440mo  
554-0211/217-5890

2 bdrm., 1.5 bath,  
inc. cable & WiFi  
No Pets, \$700  
**270-898-7146**

2br., 1.5 Ba. \$550  
270-554-2287

Upscale 2 BR apt.  
Over looking TN  
River. \$850 mo.  
501-454-9564

**REIDLAND:** 1 BR,  
\$450.3 br duplex  
\$695. No Pets.  
**270-898-2256.**

**0620 HOMES FOR RENT**

2001 Sth 25th  
Nice 3brdm 1.5 bth  
& garage 442-1276

Eddyville, 1057 St.  
Rt. 730, 3 bdrm.,  
2 bath, \$490 mo.  
Consider rent to  
own. 270-929-6095

**0630 DUPLEXES FOR RENT**

3 BR, 2 B w/gar-  
age, Reidland.  
908-9860

**0675 MOBILE HOMES FOR RENT**

16x80 2 & 3 br  
2 ba, refs., + dep.  
**270-851-3711**

2BR 1BA W/D No pets  
Lone Oak \$495+Dep  
270-534-9087

**REAL ESTATE FOR SALE**

**0710 HOMES FOR SALE**

SEEING is believ-  
ing! Don't buy  
property based on  
pictures or repres-  
entations. For free  
information about  
avoiding time-  
share and real es-  
tate scams, write  
the Federal Trade  
Commission at  
Washington, DC  
20580 or call the  
National Fraud In-  
formation Center,  
1-800-876-7060.

**FINANCIAL**

**0910 BUSINESS OPPORTUNITIES**

**GOVERNMENT WILDLIFE JOBS!**  
Great Pay and  
Benefits. No  
Experience  
Necessary. The  
ticket to a dream  
job might really be  
a scam. To protect  
yourself, call the  
Federal Trade  
Commission  
toll-free,  
1-877-FTC-HELP,  
or visit [www.ftc.gov](http://www.ftc.gov)  
A public service  
message from The  
Paducah Sun and  
the FTC.

SOME ads in this  
classification are  
not necessarily for  
"help wanted" but  
for employment in-  
formation booklets.

**LEGALS**

**0955 LEGALS**

Notice Of Intent To  
Sale 2001 Honda  
Motorcycle  
V T 1 1 C 2  
1HSC43051A100  
440 for storage in  
the amount of  
\$ 1 7 5 0  
autonet.com 622  
South 6th St Paducah Ky. Sale By  
Sept. 1, 2016 From  
Justin Peck 225  
rouff dr Paducah

**NOTICE OF PUBLIC HEARING**

**PADUCAH PLANNING COMMISSION**

On Monday,  
August 22<sup>nd</sup>, 2016  
at 5:30 PM in the  
Commission  
Chambers of City  
Hall, the under-  
signed board will  
hold a public hear-  
ing on a proposed  
closing of a

**0955 LEGALS**

portion of Yopp  
Street located  
between Wayne  
Sullivan Drive and  
the City of Paducah Floodwall.

Any interested  
party may appear  
and be heard.  
Inquires may be  
made to  
(270) 444-8690

**PADUCAH PLANNING COMMISSION**

Cathy Crecelius,  
Chairwoman

**NOTICE OF PUBLIC HEARING ZONING CHANGE Northwest Corner of KY Hwy. 131 and Tyree Road**

On Wednesday,  
August 24, 2016 at  
approximately 1:30  
p.m. at the Mc-  
Cracken County  
Emergency Man-  
agement Complex,  
3700 Coleman  
Road, Paducah,  
KY, a public hear-  
ing will be conduc-  
ted on the applica-  
tion to change the  
zoning of property  
located at the  
northwest corner of  
KY Hwy. 131 and  
Tyree Road from  
**Urban Residential (UR) to Commercial (C)**. All in-  
terested parties  
may appear and be  
heard. Call (270)  
444-4707 for more  
information.

Wayne Elliott  
Chairman  
McCracken County  
Planning  
Commission

**0955**

**Notice Of Hearing**

The Paducah Independent Board of Education will r  
public hearing in the Central Office board room, 800  
well Street, Paducah, KY on August 30, at 4 p.m. to  
public comments regarding a proposed general fur  
levy of 79.9 cents on real property and 79.9 cents on  
sonal property.

The General Fund tax levied in fiscal year 2016 w  
cents on real property and 80 cents on personal pr  
and produced revenue of \$7,629,235.62. The prop  
General Fund tax rate of 79.9 cents on real propert  
79.9 cents on personal property is expected to pr  
\$8,241,896.00. Of this amount \$185,675.00 is from  
and personal property. The compensating tax for 20  
78.1 cents on real property and 78.1 cents on per  
property and is expected to produce \$8,056,223.0

The general areas to which revenue of \$185,675.00 e  
2016 revenue is to be allocated are as follows: Cost c  
lections, \$10,000; building fund, \$15,000; instru  
\$110,675; transportation, \$25,000; and mainten  
plant, \$25,000.

The General Assembly has required publication of th  
vertisement and information contained herein.

**Coupons**  
Comics Current Even  
**TECHNOLOG**  
Sports Entertainment  
and more  
The  
**Paducah Sun**  
all rolled into one!  
**270.575.860**

**Keep your campsite clean.**  
Forest Service, U.S.D.A.

**PCM needs your help, to help others**  
402 Legion Drive  
442-6795

**JUN**  
Unscramble  
one letter  
to form lo

**SUDOKU**  
Sudoku is a number placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once. The difficulty level of the Conceptis Sudoku increases from Monday to Sunday.  
**Conceptis Sudoku** By Dave Green

**PRA**  
KIKI

# Agenda Action Form Paducah City Commission

Meeting Date: September 6, 2016

Short Title: Purchase of Solid Waste Dumpsters for the FY2016-2017 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Chris Yarber, Asst. Director Public Works  
Pam Souder, Admin. Asst. III

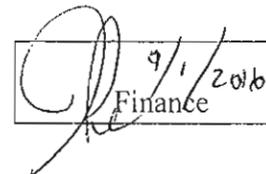
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

Municipal Equipment, Inc. is the current Vendor listed on the Commonwealth of Kentucky's Contract for the purchase of solid waste dumpsters. The Engineering-Public Works Department, Solid Waste Division is in need of new dumpsters to be utilized by commercial businesses within the City and would like to utilize the existing Kentucky State Contract for this purchase. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters along with additional replacement parts and lids during the 2016-2017 Fiscal Year in an amount not to exceed the budgeted amount of \$70,000. The Kentucky Master Agreement number is MA-758-1600000557-1.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Solid Waste Fund -  
Non Rolling Stock-Equipment Other  
Account Number: 050-2210-531-4219

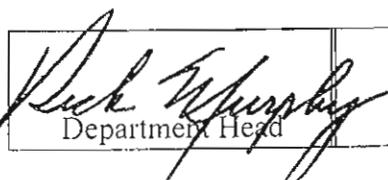
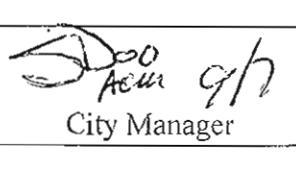
  
9/1/2016  
Finance

### Staff Recommendation:

To adopt an Ordinance authorizing the purchase of Solid Waste Dumpsters for the FY2016-2017 utilizing the Kentucky state contract price from Municipal Equipment, Inc., in an amount not to exceed \$70,000.00.

### Attachments:

KY Master Agreement

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS FOR FY2016-2017 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under State Contract No. MA-758-1600000557-1 and competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is authorized to pay an amount not to exceed \$70,000 for FY2016-2017 to Municipal Equipment, Inc., for the purchase of various sized dumpsters, lids and replacement parts for the Solid Waste Division of Engineering-Public Works.

SECTION 2. The Mayor is hereby authorized to execute a contract with Municipal Equipment, for the purchase of various sized dumpsters, lids and replacement parts authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to Solid Waste Fund-Non Rolling Stock-Equipment Other, account number 050-2210-531-4219.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 6, 2016  
Adopted by the Board of Commissioners, September 13, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September 13, 2016  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\pworks\dumpsters 9-2016



# Commonwealth of Kentucky

## MASTER AGREEMENT

**IMPORTANT**  
 Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Recycling Equipment and Supplies	
Doc ID No: MA 758 1600000557 1	Proc Folder: 4109927
Procurement Type: Standard Goods	Record Date:
Effective Date: 12/04/2015	Expiration Date: 12/03/2016
Issued By: DONALD ROBINSON	Cited Authority: FAP111-35-00-G
Telephone:	

**V  
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MUNICIPAL EQUIPMENT INC  
 6305 OLD SHEPHERDSVILLE  
 LOUISVILLE KY 40228  
 US

Line	Description	Deliv Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Recycling Equipment, Machines,	0	0.00		0.00000	0.00	0.00

**Extended Description**

The Commonwealth issues this Master Agreement for Recycling Equipment and Supplies from Municipal Equipment, Inc..

Various products from the following manufacturer lines are offered through this contract: Otto Recycling, Perline Cart Lifts, Baker Waste Equipment, Shaefer Waste Technology, Wastequip, Marathon Nexgen, Labrie, Leach, New Way, Wayne, PacMac, Elgin, GVM.

Commonwealth state agencies may access the discount percentage catalog available in eMars.

All other interested parties may obtain applicable discount percentages by contacting either:

Vendor POC:  
 Municipal Equipment  
 Mike Coriell  
 502-962-9527  
 mequip@iglou.com

or

Buyer of Record  
 Don Robinson, CPPO, CPPB  
 502-564-6525  
 DonE.Robinson@ky.gov

**NOTE:**

Shipments are to be FOB destination. Freight is to be based on actuals and is to be prepaid and added to invoice. A copy of freight bill or other document verifying freight / delivery charges must accompany each invoice.

Total Order Amount:	0.00
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1600000557	Document Phase Final	Document Description Recycling Equipment and Supplies	Page 3 of 3
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See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	COMMODITY CODE	ITEM DESCRIPTION
VC0000092014	MEQUIP-OTTO	Municipal Equipment	57864	Otto Recycling
VC0000092014	MEQUIP-Perkins	Municipal Equipment	57864	Perkins Cart Lifters
VC0000092014	MEQUIP-Baker	Municipal Equipment	57864	Baker Waste Equipment
VC0000092014	MEQUIP-Schaefer	Municipal Equipment	57864	Schaefer Waste Technology
VC0000092014	MEQUIP-Wastequip-1	Municipal Equipment	57864	Wastequip
VC0000092014	MEQUIP-Wastequip-2	Municipal Equipment	57864	Wastequip Bailer
VC0000092014	MEQUIP-MN-1	Municipal Equipment	57864	Marathon Nexgen Horizontal Bailleurs
VC0000092014	MEQUIP-MN-2	Municipal Equipment	57864	Marathon Nexgen
VC0000092014	MEQUIP-MN-3	Municipal Equipment	57864	Marathon Nexgen
VC0000092014	MEQUIP-Labrie	Municipal Equipment	57864	Labrie
VC0000092014	MEQUIP-Leach	Municipal Equipment	57864	Leach
VC0000092014	MEQUIP-NW-1	Municipal Equipment	57864	New Way
VC0000092014	MEQUIP-NW-2	Municipal Equipment	57864	New Way RotoPac
VC0000092014	MEQUIP-Wayne	Municipal Equipment	57864	Wayne
VC0000092014	MEQUIP-PacMac	Municipal Equipment	57864	PacMac
VC0000092014	MEQUIP-Elgin	Municipal Equipment	57864	Elgin
VC0000092014	MEQUIP-GVM	Municipal Equipment	57864	GVM
VC0000092014	FREIGHT	Municipal Equipment	57864	Freight

EXTENDED DESCRIPTION

Otto : Litter Receptacles, Recycle Bins, Residential Carts & Yard Waste Containers. Discounted at 10% off Mfg. List price  
Perkins : Cart Lifters. Discounted at 7% off Mfg. List Price.  
Baker Waste Equipment : Containers, Frontload Containers, Rearload Containers, Roll Off Container Systems, Recycle Drop Box, Open Top Roll off Containers, Cardboard Recycle Containers. Discounted at 10% off Mfg. List Price.  
Schaefer: Residential Carts and Yard Waste Carts. Discounted at 10% off Mfg. List Price.  
Wastequip: Containers, Frontload Containers, Rearload Containers, Roll Off Container Systems, Recycle Drop Box, Open Top Roll off Containers, Cardboard Recycle Containers. Discounted at 2% off Mfg. List Price.  
Wastequip: Vertical Bailer: Discounted at 20% off Mfg. list price.  
Marathon Nexgen: Horizontal Bailers (except SE series/Side Eject Models). Discounted at 30% off Mfg. list price.  
Marathon Nexgen: Bailer SE Series side eject model. No Discount. Mfg. List price.  
Marathon Nexgen : Vertical Bailer. Discounted at 20% off Mfg. list price.  
Labrie: Solid Waste Recycling Bodies. Discounted at 10% off Mfg. list price.  
Leach: Solid Waste Recycling Bodies. Discounted at 10% off Mfg. list price.  
New Way: Solid Waste Recycling Bodies(Except RotoPac). Discounted at 5% off Mfg. list price.  
New Way: RotoPac Solid Waste Recycling Bodies. No Discount. Mfg. List Price.  
Wayne: Solid Waste Recycling Bodies. Discounted at 10% off Mfg. list price.  
PacMac: Solid Waste Recycling Bodies and Refuse Loaders. Discounted at 10% off Mfg. list price.  
Elgin: Street Sweepers. Discounted at 10% off Mfg. list price.  
GVM: Leaf Loaders. Discounted at 10% off Mfg. list price.  
Shipments are to be FOB destination. Freight charges are to be based on actuals and are to be prepaid and added to invoice. A copy of freight bill or other document verifying freight / delivery charges must accompany each invoice.

# Agenda Action Form Paducah City Commission

Meeting Date: September 6, 2016

Short Title: Purchase of Solid Waste Roll Outs Containers for the FY2016-2017 from Toter, LLC Utilizing the Kentucky State Contract

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Chris Yarber, Asst. Director Public Works  
Pam Souder, Admin. Asst. III

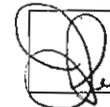
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

Toter, LLC, is the current Vendor listed on the Commonwealth of Kentucky's Contract for the purchase of solid waste roll out containers. The Engineering-Public Works Department, Solid Waste Division is in need of new roll out containers to be utilized by residential customers within the City and would like to utilize the existing Kentucky State Contract for this purchase. Every year, an amount is allocated toward roll out container purchases in the annual residential refuse replacement budget. Therefore, we are requesting authorization to order the required roll outs along with additional replacement parts and lids during the 2016-2017 Fiscal Year in an amount not to exceed the budgeted amount of \$60,000. The Kentucky Master Agreement number is MA-758-1600000561-2.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Solid Waste Fund -  
Non Rolling Stock-Equipment Other  
Account Number: 050-2209-531-4219

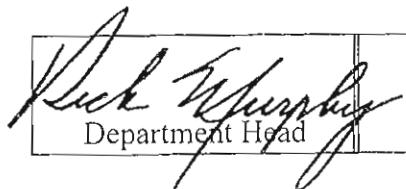
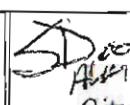
 9/01/2016  
Finance

### Staff Recommendation:

To adopt an Ordinance authorizing the purchase of Solid Waste Dumpsters for the FY2016-2017 utilizing the Kentucky state contract price from Toter, LLC, in an amount not to exceed \$60,000.00.

### Attachments:

KY Master Agreement

 Department Head	City Clerk	 9/2 City Manager
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ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., FOR THE ENGINEERING-PUBLIC WORKS SOLID WASTE DIVISION

WHEREAS, the Engineering-Public Works Solid Waste Division is in need of new 96-gallon roll-out solid waste containers for distribution to the citizens of Paducah as required for solid waste pick-up; and

WHEREAS, this equipment is available under State of Kentucky Master Agreement Number MA 758-1600000561-2, and, therefore, competitive bidding is not required; and

WHEREAS, in order to allow the purchase for additional roll-outs, lids and replacement parts as necessary throughout the fiscal year, the Solid Waste Division is requesting that authorization be given to allow purchases in an amount not to exceed \$60,000.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Toter, Inc., for the purchase of roll-out refuse containers, lids and replacement parts for the 2016-2017 fiscal year, in an amount not to exceed the City's budgeted amount of \$60,000. These containers and accessories will be used by customers within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the Kentucky State Purchasing Contract.

SECTION 2. This expenditure shall be charged to the Solid Waste Fund –Non Rolling Stock-Equipment Other, account number 050-2209-531-4219.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 6, 2016

Adopted by the Board of Commissioners, September 13, 2016

Recorded by Tammara S. Sanderson, City Clerk, September 13, 2016

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

\\ord\pworks\refuse-rollout containers 2016



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

**IMPORTANT**  
 Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Recycling Equipment and Supplies	
Doc ID No: MA 758 1600000561 2	Proc Folder: 4109927
Procurement Type: Standard Goods	Record Date:
Effective Date: 12/04/2015	Expiration Date: 12/03/2016
Issued By: DONALD ROBINSON	Cited Authority: FAP111-35-00-G
Telephone:	

Reason For Modification: Mod is issued to correct Vendor's Contact phone # in extended description and T & C.

V E N D O R	Toter, LLC
	Stringfellow, Inc.
	841 Meacham Road
	Statesville NC 28677
	US

V E N D O R	Stringfellow, Inc.
	9053 Fern Creek Rd.
	Louisville KY 40291
	US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Recycling Equipment, Machines, and Supplies	0	0.00		0.00000	0.00	0.00

**Extended Description**

The Commonwealth issues this Master Agreement for Recycling Equipment and Supplies from Toter, LLC  
 Various products from Toter, LLC are offered through this contract:

Commonwealth state agencies may access the discount percentage catalog available in eMars.

All other interested parties may obtain applicable discount percentages by contacting either:

Vendor POC:  
 Toter, LLC  
 Sales Dept.  
 800-424-0422  
 toterpo@wastequip.com

or

Buyer of Record  
 Don Robinson, CPPO, CPPB  
 502-564-6525  
 DonE.Robinson@ky.gov

NOTE:

Shipments are to be FOB destination. Freight is to be based on actuals and is to be prepaid and added to invoice. A copy of freight bill or other document verifying freight / delivery charges must accompany each invoice.

Total Order Amount:	0.00
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1600000561	<b>Document Phase</b> Final	<b>Document Description</b> Recycling Equipment and Supplies	<b>Page 3</b> of 3
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See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

# Agenda Action Form Paducah City Commission

Meeting Date: September 6, 2016

Short Title: Purchase of 10 (ten) Police Pursuit Rated SUV's for the Police Department

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Dena Alexander, EPW Admin Asst. III

Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

On August 4, 2016, sealed written bids were opened for the purchase of ten (10) Police Pursuit Rated SUV's to be used by the Police Department. One bid was received from Paducah Ford containing (1) Detective SUV at \$ 35,468.00, (6) Patrol SUV's at \$35,658.00 each and (3) K-9 SUV's at \$36,143.00 for a total price of \$357,845.00. In addition, Paducah Ford agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police SUV's prior to June 30, 2017 due to loss of a SUV. The delivery time will be 151 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles  
Fleet Lease Trust Fund

 9/1/2016  
Finance

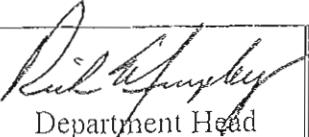
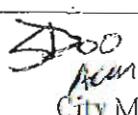
Account Number: 071-0210-542-4005 ✓

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Paducah Ford for the purchase of ten (10) Police Pursuit Rated SUV's for use by the Police Department in the total amount of \$357,845.00 with the option of additional purchase if needed.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 9/2 City Manager
--	------------	--

ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID OF PADUCAH FORD FOR SALE TO THE CITY OF TEN (10) 2017 POLICE PURSUIT RATED VEHICLES FOR USE BY THE PADUCAH POLICE DEPARTMENT; AUTHORIZING THE POSSIBLE ADDITIONAL PURCHASE OF UP TO TWO ADDITIONAL POLICE VEHICLES PRIOR TO JUNE 30, 2017; AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Paducah Ford in the total amount of \$357,845.00, for the purchase of ten (10) 2017 Police Pursuit Rated vehicles (SUV's) for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, as contained in the bid of Paducah Ford on August 4, 2016.

SECTION 2. The City of Paducah hereby approves the purchase of up to two (2) additional police vehicles at the unit bid price contained in the bid submitted by Paducah Ford dated August 4, 2016, for use by the Paducah Police Department in the event the City may need to purchase additional vehicles prior to June 30, 2017.

SECTION 3. The Mayor is hereby authorized to execute a contract with Paducah Ford for the purchase of SUV's, 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 purchase shall be charged to the Rolling Stock/Vehicles-Fleet Lease Trust Fund Account, account number 071-0210-542-4005.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 6, 2016  
Adopted by the Board of Commissioners, September 13, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September 13, 2016  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\pworks\vehicles - police-SUV-paducah ford 9-2016

CITY OF PADUCAH  
ENGINEERING-PUBLIC WORKS DEPARTMENT

Ten (10) Police Pursuit Rated SUV's  
LOWEST EVALUATED BID  
BID OPENING: 2:00 p.m. CST - Aug 4, 2016

OFFICIAL BIDDER OF RECORD	Paducah Ford Jeremy McNutt 3476 Park Ave Paducah Ky 42001 270 444-0011		
Contact: Mailing Address:			
Ten (10) Police Pursuit Rated SUV's with Factory Police Package	<u>\$357,845.00</u>		

Delivery Time	151 days		
Manufacturer	Ford		

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	YES		
2. Manufacturer's Specifications	YES		
3. Warranty Information	YES		
4. Deviations with Information	NONE		
6. Kentucky State Bidders	YES		
7. Addendum No. 1	YES		

Responsive & Responsible Bidder:	YES		
Evaluation Score:	1000		
BID RECOMMENDED FOR ACCEPTANCE	YES		

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT  
AGREEMENT TO PURCHASE TEN (10) POLICE  
PURSUIT RATED SUV'S

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and \_\_\_\_\_ hereinafter called the VENDOR, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TEN (10) POLICE PURSUIT RATED SUV'S** to be used by the **Paducah Police Department** in full compliance with the Bid Proposal Dated 8/4/16 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 151 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Three Hundred Fifty-Seven Thousand, Eight Hundred Forty-Five Dollars and Zero Cents (**\$357,845.00**) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

BY \_\_\_\_\_  
Gayle Kaler, Mayor

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

ADDRESS:  
Post Office Box 2267  
Paducah, Kentucky 42002-2267

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 6 September 2016

**Short Title:** U.S. Department of Homeland Security/FEMA – 2016 Port Security Grant Program

Ordinance    Emergency    Municipal Order    Resolution    Motion

**Staff Work By:** David White, Sheryl Chino

**Presentation By:** Brandon Barnhill

**Background Information:** The 2016 Port Security Grant Program (PSGP) directly supports maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the U.S. Department of Homeland Security to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. The City of Paducah was awarded funding through this program in 2015 for a mobile surveillance camera system.

The Paducah Police Department has been awarded \$14,678 for three (3) additional security cameras to monitor the floodwall. There is no match requirement for this grant.

The grant application was approved through municipal order 1901 on April 12, 2016.

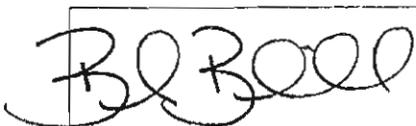
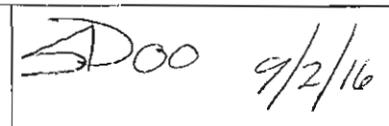
**Goal:**    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

**Funds Available:**   Account Name:  
Account Number:  
Project Number: PO-0097 ↙

9/1/2016  
Finance

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant documents and authorize the Planning Department to accept the grant through the Port Security on-line grant portal.

**Attachments:**   None

 Police Chief	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING THERETO WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR A 2016 PORT SECURITY GRANT AND AUTHORIZING THE PLANNING DEPARTMENT TO ACCEPT THE GRANT THROUGH THE PORT SECURITY ON-LINE PORTAL

WHEREAS, in 2015 the City of Paducah was awarded the 2015 Port Security Grant through the U.S. Department of Homeland Security for a portable surveillance/camera system to aid in providing security of the floodwall and downtown infrastructure; and

WHEREAS, on April 12, 2016, through the approval of Municipal Order 1901, an application was submitted to the U.S. Department of Homeland Security FEMA Port Security Grant Program for the City of Paducah for three additional security cameras to monitor the floodwall; and,

WHEREAS, the U.S. Department of Homeland Security has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized and directed to execute all documents necessary with the U.S. Department of Homeland Security to obtain a 2016 Port Security Grant in the amount of \$14,678.00 for the purchase of three (3) security cameras to monitor the floodwall. This grant does not require any local cash or in-kind match.

SECTION 2. The Planning Department is hereby authorized to accept the 2016 Port Security grant through the Port Security on-line grant portal.

SECTION 3. This expenditure shall be charged to Project Account # PO-0097.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 6, 2016  
Adopted by the Board of Commissioners September \_\_\_\_, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September \_\_\_\_, 2016  
Published by The Paducah Sun, \_\_\_\_\_  
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**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 6 September 2016

**Short Title:** 2016-2017 Kentucky Highway Safety Program

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:** David White; Sheryl Chino

**Presentation By:** Brandon Barnhill

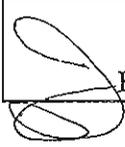
**Background Information:** The Kentucky Office of Highway Safety, a division of the Kentucky Transportation Cabinet, has a competitive, discretionary grant program that offers reimbursements to police agencies for the salaries and benefits of peace officers working overtime hours and engaged in specific traffic enforcement activities. The program also offers reimbursements for specific traffic enforcement related supplies and equipment.

The Paducah Police Department has been awarded a Highway Safety Application for the 2016-2017 year. This grant will reimburse overtime hours associated with saturation patrols, including fuel costs, in the amount of \$25,450. There is not a match requirement for this grant application. This grant program does not require matching funds.

The application was originally approved by municipal order 1882 on February 16, 2016.

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

**Funds Available:** Project Title:  
Project #: PO-0098 ✓  
File #:  
Acct. #:  
Budget:  
Source of Funds: Federal Grant, No local match required.

 9/1/2016  
Finance

**Staff Recommendation:** Authorize the Mayor to execute all grant related documents.

**Attachments:** None

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-\_\_\_\_\_

AN ORDINANCE RATIFYING THE MAYOR'S EXECUTION OF A 2016-2017 KENTUCKY HIGHWAY SAFETY PROGRAM REIMBURSEMENT GRANT AWARD WITH THE KENTUCKY OFFICE OF HIGHWAY SAFETY, A DIVISION OF THE KENTUCKY TRANSPORTATION CABINET

WHEREAS, the City of Paducah applied for a 2016/2017 Kentucky Highway Safety Program Reimbursement Grant, in the amount of \$30,888.00, by Municipal Order No. 1882 adopted on February 16, 2016, for the funding of overtime hours for traffic enforcement activities for the Paducah Police Department; and

WHEREAS, the Kentucky Office of Highway Safety has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby ratifies the Mayor's execution of a grant agreement for the 2016-2017 Kentucky Highway Safety Program Reimbursement Grant Award with the Kentucky Office of Highway Safety, a division of the Kentucky Transportation Cabinet, in the amount of \$25,450, for overtime hours associated with saturation patrols, including fuel costs. This program does not require any local cash or in-kind match.

SECTION 2. The funds shall be credited to project account PO0098.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 6, 2016  
Adopted by the Board of Commissioners, September \_\_\_\_, 2016  
Recorded by Tammara S. Sanderson, City Clerk, September \_\_\_\_, 2016  
Published by *The Paducah Sun*, \_\_\_\_\_  
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