



**CITY COMMISSION MEETING
AGENDA FOR JUNE 26, 2018
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE – Truitt Henschel

ADDITIONS/DELETIONS

SWEARING-IN: New Police Officers Cameron Thomason, Brandon Jones, Benjamin Anthony–
JUDGE HENSCHEL

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

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| | I. | <u>CONSENT AGENDA:</u> |
| | | A. <u>MINUTES</u> |
| | | B. <u>APPOINTMENT(S)</u> |
| | | 1. Paducah-McCracken County Riverport Authority |
| | | 2. Paducah McCracken County Senior Citizens Board |
| | | 3. Forest Hills Village |
| | | 4. Paducah-McCracken County Joint Sewer Agency |
| | | C. <u>MOTIONS</u> |
| | | 1. R & F Documents |
| | | D. <u>MUNICIPAL ORDER(S)</u> |
| | | 1. Personnel Actions – M. RUSSELL |
| | | 2. Adopt Position & Pay Schedule for FY2019 – M. RUSSELL |
| | | 3. Adopt Pay Grade Schedule for FY2019 – M. RUSSELL |

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| | | 4. Approve Employment Agreement for Assistant City Manager – M. RUSSELL |
| | | 5. Approve Employment Agreement for Information Technology Director – M. RUSSELL |
| | | 6. Approve Employment Agreement for City Clerk – M. RUSSELL |
| | | 7. Approve Premiums for Workers’ Compensation, Liability Insurance & Property Insurance with KLC – M. RUSSELL |
| | | 8. Approve Service Agreement with Jackson Purchase 2 Way Radio, Inc. – E. MCMANUS |
| | II. | <u>ORDINANCE(S) – ADOPTION</u> |
| | | A. Sale of 60+ Acres on Old Mayfield Road for Paducah Water – J. PETERSEN |
| | | B. Approve Bond Issues for Riverfront Development & E911 Equipment (GOB 2018A) & Approve Refinancing of KLC Bonds 2003 & 2009 (GOB 2018B) – J. PERKINS |
| | | C. Adoption of FY2019 Budget – J. PERKINS |
| | III. | <u>ORDINANCE(S) – INTRODUCTION</u> |
| | | A. Approve Intent to Annex Properties on Hinkleville Road, Harrison Road and Olivet Church Road – J. SOMMER Map SS-0 Map SS-1 Map SS-2 |
| | | B. Approve Change Order No. 1 for City Hall Phase I Project – R. MURPHY |
| | | C. Adopt Recodified Paducah Code of Ordinances – L. PARISH |
| | IV. | <u>COMMENTS</u> |
| | | A. Comments from the City Manager |
| | | B. Comments from the Board of Commissioners |
| | | C. Comments from the Audience |

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| | V. | <u>EXECUTIVE SESSION</u> |

June 12, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 12, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Wilson presided, and upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

ADDITIONS/DELETIONS

Interim City Manager Mark Thompson requested that an item entitled Approve Household Hazardous Waste Grant Award be added to the agenda as item III(C).

SWEARING-IN OF NEW POLICE OFFICER

Family Court Judge Deanna Wise Henschel swore in new Police Officer Codey Strong.

SWEARING-IN OF HUMAN RIGHTS COMMISSION

Mayor Pro Tem Wilson performed a ceremonial swearing in of the Human Rights Commission board members Shirley Thompson, Eve Silverstein and Dann Patterson. Human Rights Commission board members Robert Shy and Rafiel Banks were unable to attend.

RECOGNITION

Interim City Manager Mark Thompson recognized the graduates from the 2018 Citizen's Academy. The class consisted of 21 participants who attended eight sessions over a course of nine weeks to learn about Paducah City departments. Graduates Brenda McElroy, Mike Reed, and Nathan Yancy spoke about their experience in this year's Citizens Academy.

PRESENTATIONS

COMMUNITY SCHOLARSHIP PROGRAM

Paducah Junior College Executive Director Lee Emmons thanked the Commission for continued support of the Community Scholarship Program. The program provides two years paid tuition for Paducah/McCracken County students to attend West Kentucky Community & Technical College.

PADUCAH AREA TRANSIT SYSTEM

Paducah Area Transit System (PATS) Executive Director Arthur Boykin provided an overview of PATS including its area of coverage, funding sources, and funding challenges.

RESOLUTION(S)

REFINANCING OF A BOND ISSUE FOR BAPTIST HEALTH

Mayor Pro Tem Wilson offered motion, seconded by Commissioner Abraham that a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, RELATING TO THE ISSUANCE BY THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OF REVENUE BONDS IN ORDER TO REFINANCE, AMONG OTHER THINGS, COSTS INCURRED BY BAPTIST HEALTHCARE SYSTEM, INC., IN CONSTRUCTING AND ACQUIRING CERTAIN HOSPITAL FACILITIES IN THE CITY," be adopted.

June 12, 2018

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4).

AUTHORIZE CITY ENGINEER-PUBLIC WORKS DIRECTOR AS APPLICANT AGENT FOR FEDERAL DISASTER ASSISTANCE FOR 2018 FLOOD & SEVERE WEATHER EVENTS

Mayor Pro Tem Wilson offered motion, seconded by Commissioner Rhodes that a Resolution entitled, "A RESOLUTION AUTHORIZING THE CITY ENGINEER-PUBLIC WORKS DIRECTOR TO EXECUTE DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PADUCAH TO APPLY FOR FINANCIAL ASSISTANCE THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY RELATED TO THE 2018 FLOOD AND SEVERE WEATHER EVENTS," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4).

CONSENT AGENDA

Mayor Pro Tem Wilson asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor Pro Tem asked the Assistant City Clerk to read the remaining items on the Consent Agenda.

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| II(A) | Minutes for the May 29, 2018 City Commission Meeting |
| II(B)1 | Receive & File Documents <u>Minute File:</u> <ol style="list-style-type: none">1. Notices of Cancellation for the Board of Commissioners of the City of Paducah for May 15 & June 5, 20182. Notices of Called Meetings for the Board of Commissioners of the City of Paducah for May 9, 14, 22, 23, 20183. Amended Notices of Called Meetings for May 23 & 29, 2018 <u>Deed File:</u> <ol style="list-style-type: none">4. Quitclaim Deed with Lamarcus Harden for 2077 Broad Street (MO # 2086)5. Commissioner's Deed for 1240 North 12th Street6. Commissioner's Deed for 1411 Burnett Street <u>Contract File:</u> <ol style="list-style-type: none">7. Agreement for Employment as City Manager with James W. Arndt (ORD # 2018-5-8530)8. Agreement with Minter Roofing Company, Inc. for Civic Center & Probation & Parole Building Roofing (MO # 2097)9. Agreement with Jim Smith Contracting Co., LLC for 2018-2019 Resurfacing Program (ORD # 2018-5-8533)10. First Amendment to Agreement with HDR Engineering for Pump Station # 2 (ORD 2018-5-8532)11. Termination of Easement with Four Rivers Behavioral Health for Parking Lot Area (ORD # 2018-4-8527)12. Notice of Intent with Kentucky Pollutant Discharge Elimination System for Stormwater Discharges (MO # 2099)13. Agreement with Arthur Rozzi Pyrotechnics, Inc. for July 4, 2018 Fireworks |

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| | <p>Display (Executed by CM)</p> <p><i>Financials File:</i></p> <p>14. Paducah Water Financial Highlights for April 2018</p> |
| II(C)1 | Personnel Actions |
| II(C)2 | A MUNICIPAL ORDER ACCEPTING THE BID OF RANDAL AND CAROLYN LOFTON IN THE AMOUNT OF \$51.50 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 2315 POWELL STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE (M.O. # 2105; BK 10) |
| II(C)3 | A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2018 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$220,000 FROM THE OFFICE OF THE GOVERNOR’S DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER POINT PROJECT (M.O. # 2106; BK 10) |
| II(C)4 | A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF TWO (2) REPLACEMENT CISCO MODEL 3850 SWITCHES FROM CDW GOVERNMENT IN THE AMOUNT OF \$25,661.20 FOR THE INFORMATION SYSTEMS OFFICE (M.O. # 2107; BK 10) |
| II(C)5 | A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO SUNNY COMMUNICATIONS IN AN AMOUNT OF \$39,709.00 FOR RECONDITIONED RADIOS AND ACCESSORIES FOR THE PADUCAH FIRE DEPARTMENT (M.O. # 2108; BK 10) |
| II(C)6 | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE PADUCAH-MCCRACKEN COUNTY CONVENTION AND VISITORS BUREAU FOR \$25,000 FOR SPECIFIC SERVICES RELATED TO THE AMERICAN QUILTERS SOCIETY SHOW (M.O. # 2109; BK 10) |

Mayor Pro Tem Wilson offered motion, seconded by Commissioner Rhodes, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4).

MUNICIPAL ORDER(S)

APPROVE ADVERTISEMENT AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT FOR BOND ISSUES GOB 2018A & GOB 2018B

Commissioner Abraham offered motion, seconded by Commissioner Holland, that a Municipal Order entitled, “MUNICIPAL ORDER APPROVING THE ADVERTISEMENT FOR BID AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2018A AND CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018B IN

June 12, 2018

AGGREGATE PRINCIPAL AMOUNTS OF APPROXIMATELY \$2,910,000 AND \$2,845,000, RESPECTIVELY,” be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). (M.O.#2110; BK 10)

APPROVE CONTRACT WITH COMMONWEALTH ECONOMICS FOR TIF PROGRAM

Commissioner Holland offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COMMONWEALTH ECONOMICS PARTNERS, LLC IN AN AMOUNT NOT TO EXCEED \$78,000 FOR THE TAX INCREMENT FINANCING (TIF) PROGRAM AND DEVELOPMENT OF A BUILD GRANT APPLICATION BENEFIT COST ANALYSIS FOR THE PADUCAH RIVERFRONT DEVELOPMENT PROJECT”, be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). (M.O.#2111; BK 10)

APPROVE HOUSEHOLD HAZARDOUS WASTE GRANT AWARD

Commissioner Holland offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, “A MUNICIPAL ORDER ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2018-2019 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING FOR THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY FOR SAID GRANT,” be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). (M.O.#2112; BK 10)

ORDINANCE(S) – ADOPTION

TYLER TECHNOLOGIES MUNIS CONTRACT AMENDMENT FOR POST IMPLEMENTATION TRAINING DAYS

Commissioner Rhodes offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES.” This Ordinance is summarized as follows: The City Commission hereby approves an amendment in the amount of \$22,950.00 to the original agreement with Tyler Technologies, Inc. and authorizes the Mayor to execute said amendment.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). (ORD # 2018-6-8534; BK 35)

ORDINANCE(S) – INTRODUCTION

SALE OF 60+ ACRES ON OLD MAYFIELD ROAD FOR PADUCAH WATER

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE APPROVING THE SALE AND TRANSFER OF MUNICIPALLY OWNED SURPLUS REAL PROPERTY LOCATED NEAR THE INTERSECTION OF OLD MAYFIELD ROAD AND HOUSER ROAD; AND AUTHORIZING THE EXECUTION OF A GENERAL WARRANTY DEED.” This Ordinance is summarized as follows: This Ordinance approves the sale and transfer of the subject surplus property on behalf of Paducah

June 12, 2018

Water to Howerton Properties, LLC, a Kentucky limited liability company, for the total consideration of \$190,732.30, with the sum of \$173,393.00 of the sale proceeds to be deposited into the general fund account of Paducah Water and \$17,339.30 be paid to Robert Alexander Real Estate and Auction Company of Paducah, Kentucky, as the buyer's premium; and authorizes the Mayor of the City of Paducah to execute a general warranty deed of conveyance.

APPROVE BOND ISSUES FOR RIVERFRONT DEVELOPMENT & E911 EQUIPMENT (GOB 2018A) & APPROVE REFINANCING OF KLC BONDS 2003 & 2009 (GOB 2018B)

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF (I) CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2018A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$2,910,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2018A BONDS BY UP TO \$290,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE CONSTRUCTION OF RIVERFRONT IMPROVEMENTS AND THE ACQUISITION OF 911 EQUIPMENT, AND (II) CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018B IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$2,845,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2018B BONDS BY UP TO \$285,000) FOR THE PURPOSE OF CURRENTLY REFUNDING A GENERAL OBLIGATION LEASE AGREEMENT DATED MARCH 2, 2009 BETWEEN THE CITY AND THE KENTUCKY LEAGUE OF CITIES FUNDING TRUST AND A LEASE AGREEMENT DATED JULY 1, 2003 BETWEEN THE CITY AND THE KENTUCKY LEAGUE OF CITIES FUNDING TRUST, THE PROCEEDS OF WHICH IN TURN FUNDED THE COSTS OF VARIOUS PUBLIC IMPROVEMENTS WITHIN THE CITY; APPROVING THE FORMS OF BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING BOND PAYMENT FUNDS; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASERS FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

This Ordinance authorizes the issuance of general obligation bonds designated as Series 2018A in the approximate principal amount of \$2,910,000 (the "Series 2018A Bonds") and general obligation refunding bonds designated as Series 2018B in the approximate principal amount of \$2,845,000 (the "Series 2018B Bonds," and together with the Series 2018A Bonds, the "Bonds") by the City of Paducah, Kentucky (the "City"). The Series 2018A Bonds are to be issued for the purpose of financing the costs of improvement's to the City's riverfront and acquiring and installing 911 equipment. The Series 2018B Bonds are to be issued for the purpose of currently refunding two outstanding general obligation leases with the Kentucky League of Cities Funding Trust, the proceeds of which were used to finance various public improvements throughout the City. Provisions are made in the Ordinance for the payment of the Bonds and the security therefor; for the application of the proceeds of the Bonds; for the establishment of Bond Payment Funds; for the maintenance of the previously established sinking fund; and for certain covenants of the City with respect to the Bonds. The Bonds are to be sold at public, competitive sale, and shall mature, or be subject to mandatory sinking fund redemption, in varying amounts on February 1, 2019 and each August 1 thereafter through August 1, 2033. The Bonds pledge the full faith and credit of the City and provision is made for the collection of a tax to pay the principal of, and interest on the Bonds, subject to certain credits, as provided in Section 8 of

June 12, 2018

the Ordinance. As required by KRS 83A.060, the following Section 7 of the Ordinance is set forth in its entirety:

"Section 7 -- General Obligation. The Bonds shall be full general obligations of the City and, for the payment of said Bonds, and the interest thereon, the full faith, credit and revenue of the City are hereby pledged for the prompt payment thereof. During the period the Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Bonds, and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated."

ADOPT FY2019 BUDGET

Commissioner Rhodes offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT." This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2018, through June 30, 2019, by estimating revenues and resources and appropriating funds for the operation of City Government at \$72,206,035, and summarized by fund as follows:

| | <u>FUNDS</u> | <u>APPROPRIATIONS</u> |
|------|---------------------|-----------------------|
| 1000 | GENERAL | \$ 35,343,845 |
| 2300 | MAP | 1,554,750 |
| 2400 | INVESTMENT | 5,820,985 |
| 2600 | CDBG | 250,000 |
| 2000 | E911 | 2,001,830 |
| 2700 | COURT AWARDS | 40,750 |
| 3000 | DEBT | 3,756,330 |
| 4000 | CIP | 2,768,500 |
| 4200 | BOND FUND | 4,215,400 |
| 5000 | SOLID WASTE | 5,846,295 |
| 5200 | SECTION 8 | 189,320 |
| 5300 | TRANSIENT BOAT DOCK | 141,780 |
| 5100 | CIVIC CENTER | 109,275 |
| 1100 | RENTAL | 132,200 |
| 1200 | RADIO DEPR | 38,700 |
| 7000 | FLEET | 605,795 |
| 7100 | FLEET TRUST | 2,973,000 |
| 7200 | INSURANCE | 1,402,650 |

June 12, 2018

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| 7300 | HEALTH INS | 3,795,000 |
| 8000 | AEPF | 14,475 |
| 8100 | PFPF | 1,125,855 |
| 8400 | OTHER TRUST | <u>79,300</u> |

\$ 72,206,035

COMMENTS

COMMENTS FROM THE CITY MANAGER

Interim City Manager Thompson thanked the Commission and City staff for their work on the FY2019 budget. Mr. Thompson also reminded the Commission about the upcoming July 4th celebration.

COMMENTS FROM THE BOARD OF COMMISSIONERS

Commissioner Rhodes gave information about a flag ceremony on Friday, June 15th at the Elks Club of Paducah at 6:00 p.m. to retire American flags.

EXECUTIVE SESSION

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

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g).

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4).

RECONVENE IN OPEN SESSION

Commissioner Holland offered motion, seconded by Commissioner Abraham that the Board reconvene in open session.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4).

ADJOURN

Commissioner Holland offered motion, seconded by Mayor Pro Tem Wilson to adjourn the meeting. All in favor.

Meeting ended at approximately 6:48 p.m.

ADOPTED: June 26, 2018

Assistant City Clerk

Mayor

City Clerk

June 19, 2018

At a Called Meeting of the Board of Commissioners, held on Tuesday, June 19, 2018, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mason Langston and Hadley Langston led the pledge.

MUNICIPAL ORDER(S)

APPROVE 2018 PORT SECURITY GRANT APPLICATION

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A 2018 PORT SECURITY GRANT IN THE AMOUNT OF \$113,246.25 FOR THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE OF SECURITY CAMERAS, DRONE AND PORTABLE X-RAY EQUIPMENT SYSTEM AND AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT SAID GRANT THROUGH THE ONLINE WEB PORTAL," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (M.O.#2113; BK 10)

ADJOURN

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

Meeting ended at approximately 5:06 p.m.

ADOPTED: June 26, 2018

Assistant City Clerk

Mayor

City Clerk

June 26, 2018

Minute File:

1. Notices of Cancellation for the Board of Commissioners of the City of Paducah for June 19, 2018 @ 5:30 p.m.
2. Notices of Called Meeting for the Board of Commissioners of the City of Paducah for June 19, 2018 @ 5:00 p.m.

Deed File:

3. Quitclaim Deed with Michael Taylor for 1320 Oscar Cross Avenue (MO # 2096)
4. Commissioner's Deed for 1909 Hendricks Street

Contract File:

5. Contract For Services – Police Foundation of Paducah-McCracken County, Inc. for payment of matching funds to purchase ballistic helmets for Paducah Police Department (signed by CM)
6. Contract For Services – Paducah-McCracken County Convention and Visitors Bureau for American Quilters Society 2018 (Spring) Quilt Show (MO # 2109)
7. Agreement with Commonwealth Economics Partners, LLC for proposed downtown TIF project and development of a Build Grant application benefit cost analysis for the Paducah Riverfront Development Project (MO # 2111)
8. Agreement with Kentucky Division of Waste Management for a 2018-2019 Household Hazardous Waste Grant for Funding for the Annual city/county Clean-up Day (MO # 2112)
9. Agreement Amendment with Tyler Technologies for Post Go-Live support days (Ordinance # 2018-6-8534)

Financials File:

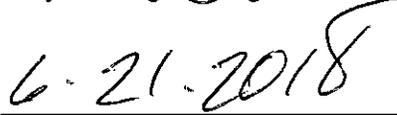
- 1 Edwin J. Paxton Park Golf Course – Independent Auditor's Report and Financial Statements for the Year ended December 31, 2017

CITY OF PADUCAH
June 26, 2018

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



City Manager's Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
June 26, 2018**

NEW HIRES - FULL TIME (FT)

| <u>GENERAL - GOVERNMENT</u> | <u>POSITION</u> | <u>RATE</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|-----------------------------|-----------------|-------------|---------------|-------------|-----------------------|
| Arndt, James W. | City Manager | \$66.10/Hr. | NCS | Exempt | July 1, 2018 |

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

| | <u>PREVIOUS POSITION AND BASE RATE OF PAY</u> | <u>CURRENT POSITION AND BASE RATE OF PAY</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|------------------------------------|---|---|---------------|-------------|-----------------------|
| <u>EPW-SOLID WASTE</u> | | | | | |
| Woodfork, Forrest J. | ROW Maintenance Person \$16.44/Hr | Laborer \$16.16/Hr. | NCS | Non-Ex | June 21, 2018 |
| <u>POLICE OPERATIONS</u> | | | | | |
| Zidar, Michael S. | Crime Analyst \$25.10/Hr. | Crime Analyst II \$27.41/Hr. | NCS | Exempt | June 28, 2018 |
| <u>GENERAL - GOVERNMENT</u> | | | | | |
| Smolen, Michelle L. | Assistant to City Manager \$30.46/Hr. | Assistant City Manager \$39.42/Hr. | NCS | Exempt | July 1, 2018 |
| Parish, Lindsay R. | Assistant City Clerk \$19.38/Hr. | City Clerk \$27.40/Hr. | NCS | Exempt | July 1, 2018 |
| Meeks, Claudia | Executive Assist II \$21.77/Hr. | Executive Assist II/Assistant City Clerk \$21.77/Hr. | NCS | Non-Ex | July 1, 2018 |

FIRE - PREVENTION

| | | | | | |
|-----------------|---|---|-----|--------|---------------|
| Jones, David A. | Code Enforcement Officer I \$19.01/Hr. | Code Enforcement Officer I \$19.77/Hr. | NCS | Non-Ex | June 21, 2018 |
|-----------------|---|---|-----|--------|---------------|

INFORMATION TECHNOLOGY

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|-------------------|----------------------------|-------------------------------|-----|--------|--------------|
| Chino, Stephen C. | GIS Manager \$33.65/Hr. | Director of IT \$38.46/Hr. | NCS | Exempt | July 1, 2018 |
|-------------------|----------------------------|-------------------------------|-----|--------|--------------|

TERMINATIONS - FULL TIME (FT)

| <u>POLICE OPERATIONS</u> | <u>POSITION</u> | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|------------------------------------|------------------------|---------------|-----------------------|
| Cleary, Kenneth B. | Police Officer | Resignation | June 13, 2018 |
| White, David R. | Police Assistant Chief | Retirement | June 30, 2018 |
| Dillion, Melissa G. | Police Officer | Retirement | June 30, 2018 |
| <u>GENERAL - GOVERNMENT</u> | | | |
| Sanderson, Tammara | City Clerk | Retirement | June 30, 2018 |

TERMINATIONS - PART-TIME (PT)/TEMPORARY/SEASONAL

| <u>PARKS SERVICES</u> | <u>POSITION</u> | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|-------------------------------------|-----------------------|---------------|-----------------------|
| Brookshire, Hanna | Lifeguard | Termination | June 7, 2018 |
| Bilak, Chloe | Lifeguard | Termination | June 7, 2018 |
| Kirby, Malachi | Lifeguard | Termination | June 7, 2018 |
| Toal, Zara | Recreation Leader | Termination | June 7, 2018 |
| <u>POLICE ADMINISTRATION</u> | | | |
| Crawford, Bonnie J. | School Crossing Guard | Termination | July 4, 2018 |
| Drew, Rodney L. | School Crossing Guard | Termination | July 4, 2018 |
| Ramsey, Mary F. | School Crossing Guard | Termination | July 4, 2018 |
| Suitor, Melissa A. | School Crossing Guard | Termination | July 4, 2018 |

Agenda Action Form

Paducah City Commission

Meeting Date: June 26, 2018

Short Title: Adopt Position & Pay Schedule for FY2018-2019

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information: The commission adopted the previous Position and Pay schedule on February 13, 2018. This action will amend the current Position & Pay Schedule with the annual wage adjustments effective June 21, 2018.

FOP – 1.75%
IAFF – 1.75%
AFSCME – 1.5%
Non-Bargaining Employees 1.75%

- This amendment also includes clean-up and audit necessary to reflect the correct, current number of vacant and filled positions.

General Government

- Creation and fill the Executive Assistant II/ Assistant City Clerk
- The abolishment of the Assistant City Clerk & Executive Assistant II positions.

Parks Department

- Reduce by one Right of Way Maintenance Person in the Maintenance Division
- Increase by one Recreation Specialist.

Planning Department

- Increase by one the total Budgeted Filled by filling the creation of the Arts & Culture Coordinator position.
- Creation of the Planning Project Manager position.

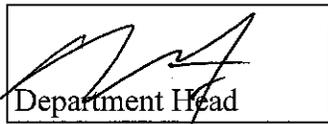
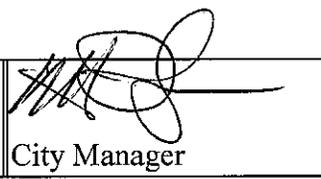
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Adopt the amended Position & Pay Schedule.

Attachments: Position & Pay Schedule

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

A MUNICIPAL ORDER ADOPTING THE FY2018-2019 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah desires to implement a 1.75% annual wage adjustment for all FOP, IAFF, and all non-bargaining employees, as well as a 1.5% annual wage adjustment for all AFSCME employees effective for the biweekly pay period beginning June 21, 2018, paid on July 13, 2018; and

WHEREAS, changes are included in the position and pay schedule for FY2018-2019 to reflect the correct, current number of vacant and filled positions; and

WHEREAS, changes include the reduction of one Right of Way Maintenance Person and the increase of one Recreation Specialist for the Parks Department; and

WHEREAS, changes include increasing by one the total budgeted filled by filling the creation of the Arts & Culture Coordinator Position and creating the Planning Project Manager position in the Planning Department; and

WHEREAS, changes include reducing the Executive Assistant II position by one, reducing the Assistant City Clerk position by one and increasing by one the total budgeted filled by filling the creation of the Executive Assistant II/Assistant City Clerk position in the General Government Department; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2018-2019 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and adopts the FY2018-2019 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2018-2019 Position and Pay Schedule wage adjustments approved in Section 1 above shall become effective for the biweekly pay period beginning June 21, 2018, and paid on July 13, 2018.

SECTION 3. This Order will 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, June 26, 2018
Recorded by Tammara S. Sanderson, City Clerk, June 26, 2018
mo/Position and Pay Schedule FY2018-2019 6-26-18

Section A.

| GENERAL GOVERNMENT | | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | | | |
|---|--------------|----------------------|----------|----------|------------------|------------------|------------|-------------------|-----------|
| POSITIONS | BUDGET TOTAL | FILLED | | VACANT | HOURLY WAGE ADJ. | HOURLY WAGE ADJ. | HOURS WORK | EXEMPT NON-EXEMPT | PAY GRADE |
| | | NON-CS | RCSS/CS | | RATE | RATE | | | |
| City Manager | 1 | 1 | | 4 | 84.36 | 66.10 | 40 | E | AA |
| Assistant City Manager | 1 | 1 | | | | 39.42 | | | Z |
| Assistant to the City Manager | 4 | 4 | | | 30.46 | | 40 | E | P |
| City Clerk | 1 | 1 | 4 | | 33.67 | 27.40 | 40 | E | P |
| Asst. City Clerk | 4 | 4 | | | | | 40 | NE | F |
| Executive Assistant II | 4 | 4 | | | 24.39 | | 40 | NE | I |
| Executive Assistant II / Assistant City Clerk | 1 | 1 | | | 21.39 | 21.77 | 40 | NE | I |
| Administrative Assistant III | 1 | 1 | | | 16.83 | 17.12 | 40 | NE | D |
| Public Information Officer | 1 | 1 | | | 29.84 | 30.36 | 40 | E | P |
| Total Budgeted/Filled for Department | 6 | 6 | 0 | 0 | | | | | |

Section B.

| FINANCE DEPARTMENT | | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | | | |
|---|--------------|----------------------|----------|----------|------------------|------------------|------------|-------------------|-----------|
| POSITIONS | BUDGET TOTAL | FILLED | | VACANT | HOURLY WAGE ADJ. | HOURLY WAGE ADJ. | HOURS WORK | EXEMPT NON-EXEMPT | PAY GRADE |
| | | NON-CS | RCSS/CS | | RATE | RATE | | | |
| Administration | | | | | | | | | |
| Director of Finance | 1 | 1 | | | 62.93 | 64.03 | 40 | E | Z |
| Executive Assistant I | 1 | 1 | | | 16.83 | 17.12 | 40 | NE | F |
| Accounting/Payroll | | | | | | | | | |
| Controller | 1 | 1 | | | 38.09 | 38.76 | 40 | E | T |
| Accounts Payable Clerk | | | | | | | | | C |
| Accountant | 3 | 1 | | | 21.28 | 21.65 | 40 | E | J |
| | | | 1 | | 21.35 | 21.72 | 40 | E | J |
| | | | 1 | | 20.60 | 20.96 | 40 | NE | J |
| Revenue | | | | | | | | | |
| Revenue Manager | 1 | 1 | | | 36.23 | 36.86 | 40 | E | S |
| Account Clerk | 2 | 1 | | | 15.85 | 16.13 | 40 | NE | B |
| | | | 1 | | 15.37 | 15.64 | 40 | NE | B |
| Revenue Tech. | 1 | 1 | | | 17.36 | 17.66 | 40 | NE | C |
| Revenue Auditor | 1 | 1 | | | 22.47 | 22.86 | 40 | E | J |
| Total Budgeted/Filled for Department | 11 | 11 | 0 | 0 | | | | | |

Note: The Accounts Payable Clerk will be abolished 7/31/16 following a planned retirement and will be reclassified as an Accountant.

The authorized positions will stabilize at its current 11 spots.

Note: RCSS - Individuals Retain Civil Service Status

Section C.

| INFORMATION TECHNOLOGY | | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | | | |
|------------------------|--|----------------------|--|--|----------|----------|--|--|--|
|------------------------|--|----------------------|--|--|----------|----------|--|--|--|

| POSITIONS | BUDGET FILLED | | | VACANT | HOURLY | HOURLY | HOURS | EXEMPT | PAY |
|---|---------------|----------|----------|----------|--------|--------|-------|-----------|-------|
| | TOTAL | NON-CS | RCSS/CS | | WAGE | WAGE | | | |
| | | | | | ADJ. | ADJ. | WORK | NONEXEMPT | GRADE |
| | | | | | RATE | RATE | | | |
| Director Information Technology | 1 | 1 | | 4 | 48.23 | 38.46 | 40 | E | U |
| Network Administrator | 1 | 1 | | | 33.44 | 34.02 | 40 | E | P |
| Help Desk Technician | 1 | 1 | | | 20.59 | 20.95 | 40 | NE | H |
| Network Technician | | | | | | | 40 | NE | J |
| IT Specialist I | 1 | | | 1 | | | 40 | NE | J |
| GIS Specialist | 1 | 1 | | | 27.47 | 27.95 | 40 | E | P |
| GIS/Manager | 1 | 4 | | 1 | 33.65 | | 40 | E | P |
| Total Budgeted/Filled for Department | 6 | 4 | 0 | 2 | | | | | |

Section D.

PLANNING DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18 FY 18/19

| POSITIONS | BUDGET FILLED | | | VACANT | HOURLY | HOURLY | HOURS | EXEMPT | PAY |
|---|---------------|----------|----------|----------|--------|--------|-------|-----------|-------|
| | TOTAL | NON-CS | RCSS/CS | | WAGE | WAGE | | | |
| | | | | | ADJ. | ADJ. | WORK | NONEXEMPT | GRADE |
| | | | | | RATE | RATE | | | |
| Director of Planning | 1 | 1 | | | 40.14 | 40.84 | 40 | E | V |
| Executive Assistant I | 1 | 1 | | | 22.38 | 22.77 | 40 | NE | F |
| Admin Asst II | 1 | 1 | | | 18.73 | 19.06 | 40 | NE | C |
| Arts & Culture Coordinator | 1 | | | 1 | | | 40 | E | H |
| Planner I | 1 | 1 | | | 24.90 | 25.34 | 40 | E | L |
| Planner II | 1 | 1 | | | 30.30 | 30.83 | | | M |
| Planning Project Manager | | | | | | | 40 | E | P |
| Downtown Development Specialist | 1 | | | 1 | | | 40 | E | M |
| Grants Administrator | 1 | 4 | | 1 | 26.23 | | 40 | E | L |
| Community Development Planner | 1 | 4 | | 1 | 27.06 | | 40 | E | M |
| Section 8 Program Administrator | 1 | | | 1 | | | 40 | E | P |
| Housing Specialist | 2 | 1 | | 1 | 19.24 | 19.58 | 40 | NE | H |
| | | 4 | | | | | 40 | NE | H |
| Total Budgeted/Filled for Department | 12 | 6 | 0 | 6 | | | | | |

Section E.

POLICE DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18 FY 18/19

| POSITIONS | BUDGET FILLED | | | VACANT | HOURLY | HOURLY | HOURS | EXEMPT | PAY |
|------------------------|---------------|--------|---------|--------|--------|--------|-------|------------|-------|
| | TOTAL | NON-CS | RCSS/CS | | WAGE | WAGE | | | |
| | | | | | ADJ. | ADJ. | WORK | NON-EXEMPT | GRADE |
| | | | | | RATE | RATE | | | |
| Police Chief | 1 | 1 | | | 55.28 | 56.25 | 40 | E | Z |
| Police Assistant Chief | 2 | | | 1 | | | 40 | E | S |
| Step 1 | | | | | 33.25 | 33.83 | | | |
| Step 2 | | 1 | | | 37.36 | 38.01 | | | |
| Step 3 | | 4 | | | 39.01 | 39.69 | | | |
| Step 4 | | 4 | | | 41.53 | 42.26 | | | |

| | | | | | | | |
|--------------------------|-----|----|-----|-------|--------------|----|------|
| Captains | 6 | | 4 2 | | 40 | E | Q |
| <5 years | | | | 30.91 | <u>31.45</u> | | |
| 5 years | | | | 31.07 | <u>31.61</u> | | |
| 9 years | | | | 31.21 | <u>31.76</u> | | |
| 12 years | | 4 | | 32.92 | <u>33.50</u> | | |
| 15 years | | 4 | | 33.10 | <u>33.67</u> | | |
| 19 years | | | | 33.24 | <u>33.82</u> | | |
| 22 years | | | | | | | |
| 25 years | | | | | | | |
| Records Division Manager | 1 | 1 | | 19.51 | <u>19.85</u> | 40 | E K |
| Sergeants | **9 | 11 | | | | 40 | NE P |
| 5 years | | | 1 | 26.55 | <u>27.01</u> | | |
| 6 years | | | | 26.65 | <u>27.12</u> | | |
| 7 years | | | 1 | 26.77 | <u>27.24</u> | | |
| 8 years | | | 2 | 26.87 | <u>27.34</u> | | |
| 9 years | | | 4 | 26.98 | <u>27.45</u> | | |
| 10 years | | | 2 | 27.09 | <u>27.56</u> | | |
| 11 years | | | 2 1 | 27.18 | <u>27.66</u> | | |
| 12 years | | | 4 2 | 27.28 | <u>27.76</u> | | |
| 13 years | | | 1 | 27.39 | <u>27.87</u> | | |
| 14 years | | | | 27.49 | <u>27.97</u> | | |
| 15 years | | | | 27.61 | <u>28.09</u> | | |
| 16 years | | | 4 | 27.72 | <u>28.21</u> | | |
| 17 years | | | 1 | 27.82 | <u>28.31</u> | | |
| 18 years | | | | 27.91 | <u>28.40</u> | | |
| 19 years | | | | 28.02 | <u>28.51</u> | | |
| 20 years | | | | 28.13 | <u>28.62</u> | | |
| 21 years | | | | 28.24 | <u>28.73</u> | | |
| 22 years | | | | 28.36 | <u>28.86</u> | | |
| 23 years | | | | 28.46 | <u>28.96</u> | | |
| 24 years | | | | 28.57 | <u>29.07</u> | | |
| 25 years | | | | 28.66 | <u>29.16</u> | | |
| Police Officer | 60 | | 3 5 | | | 40 | NE J |
| Police Officer - Recruit | | | 8 9 | 21.00 | <u>21.36</u> | | |
| 1 year | | | 4 2 | 22.14 | <u>22.53</u> | | |
| 2 years | | | 5 4 | 22.25 | <u>22.64</u> | | |
| 3 years | | | 5 6 | 23.30 | <u>23.71</u> | | |
| 4 years | | | 4 2 | 23.36 | <u>23.77</u> | | |
| 5 years | | | 4 4 | 24.12 | <u>24.54</u> | | |
| 6 years | | | 5 4 | 24.18 | <u>24.60</u> | | |
| 7 years | | | 2 1 | 24.23 | <u>24.65</u> | | |
| 8 years | | | 2 1 | 24.51 | <u>24.94</u> | | |
| 9 years | | | 5 3 | 24.63 | <u>25.06</u> | | |
| 10 years | | | 2 4 | 24.73 | <u>25.16</u> | | |
| 11 years | | | 1 | 24.85 | <u>25.28</u> | | |
| 12 years | | | 2 1 | 24.94 | <u>25.38</u> | | |
| 13 years | | | 3 1 | 25.06 | <u>25.50</u> | | |
| 14 years | | | 2 4 | 25.16 | <u>25.60</u> | | |
| 15 years | | | 2 1 | 25.27 | <u>25.71</u> | | |

| | | | |
|----------|---|-------|--------------|
| 16 years | 3 | 25.38 | <u>25.82</u> |
| 17 years | 2 | 25.48 | <u>25.93</u> |
| 18 years | 2 | 25.59 | <u>26.04</u> |
| 19 years | | 25.70 | <u>26.15</u> |
| 20 years | | 25.81 | <u>26.26</u> |
| 21 years | | 25.90 | <u>26.35</u> |
| 22 years | | 26.02 | <u>26.48</u> |
| 23 years | | 26.12 | <u>26.58</u> |
| 24 years | | 26.24 | <u>26.70</u> |
| 25 years | | 26.34 | <u>26.80</u> |

| | | | | | | | | |
|------------------------------|----------|----------|---|-------|--------------|----|----|---|
| Executive Assistant II | 1 | 1 | | 23.46 | <u>23.87</u> | 40 | NE | I |
| Administrative Assistant III | | | | | | 40 | NE | D |
| Administrative Assistant II | | | | | | 40 | NE | C |
| Records Clerk I | 3 | 2 | 1 | 14.34 | <u>14.60</u> | 40 | NE | C |
| Crime Analyst | 4 | 4 | | 25.10 | | 40 | E | K |
| <u>Crime Analyst II</u> | <u>1</u> | <u>1</u> | | | <u>27.41</u> | | | |
| Records Clerk II | | | | | | 40 | NE | D |
| Records Clerk III | 1 | 1 | | 16.39 | <u>16.67</u> | 40 | NE | E |
| | | | | | | 40 | NE | C |
| Evidence Technician II | 1 | 1 | | 15.76 | <u>16.04</u> | 40 | NE | F |
| Evidence Technician I | 1 | 1 | | 14.50 | <u>14.75</u> | 40 | NE | C |

* \$1.00 per hr. shift differential when they work the evening and graveyard shift.

Note: Police Department Secretary/Public Information Officer is provided two hours minimum call-out pay.

**Note: Police Department adjustments will be made in accordance to Union Contract once the Captain's promotional process is completed.

| | | | | |
|--|-----------|-----------|----------|----------|
| Total Budgeted/Filled for Police Department | 87 | 78 | 0 | 9 |
|--|-----------|-----------|----------|----------|

Section F.

FIRE DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18

FY 18/19

**HOURLY
WAGE**

**HOURLY
WAGE**

**BUDGET
TOTAL**

**FILLED
NON-CS RCSS/CS**

VACANT

**ADJ.
RATE**

**ADJ.
RATE**

**HOURS
WORK**

**EXEMPT
NONEXEMPT**

**PAY
GRADE**

POSITIONS

Administrative Division

| | | | | | | | | |
|-------------------------------------|---|---|--|--------------|--------------|----|----|---|
| Fire Chief | 1 | 1 | | 51.21 | <u>52.11</u> | 40 | E | X |
| Deputy Fire Chief - Fire Prevention | 1 | 1 | | 37.81 | <u>38.47</u> | 40 | | T |
| Deputy Fire Chief - Operations | 1 | 1 | | <u>35.57</u> | <u>36.19</u> | 40 | E | T |
| Office Manager | 1 | | | | | 40 | NE | I |
| Executive Assistant I | 2 | 1 | | 21.00 | <u>21.36</u> | | NE | F |
| | | 1 | | 20.76 | <u>21.12</u> | | | |

Training Division

| | | | | | | | | |
|-----------------------------------|---|---|--|-------|--------------|--|---|---|
| Battalion Chief/ Training Officer | 1 | 1 | | 29.87 | <u>30.39</u> | | E | N |
|-----------------------------------|---|---|--|-------|--------------|--|---|---|

Fire Prevention Division

| | | | | | | | | |
|-------------------------------|---|---|--|-------|--------------|--|----|---|
| Battalion Chief/ Fire Marshal | | | | | | | E | N |
| Fire Marshal | | | | | | | E | N |
| Deputy Fire Marshal III | | | | | | | | M |
| Deputy Fire Marshal II | 1 | | | | | | NE | L |
| Deputy Fire Marshal I | 1 | 1 | | 20.45 | <u>20.81</u> | | NE | J |

| | | | | | | | | | |
|------------------------------------|----|-------------|-------|--------------|----|--|--|--|------|
| Code Enforcement Supervisor | | | | | | | | | L |
| Code Enforcement Officer II | | | | | | | | | NE J |
| Code Enforcement Officer I | 3 | 2 | 21.25 | <u>21.62</u> | 40 | | | | NE G |
| | | 1 | 19.77 | <u>20.12</u> | | | | | |
| Code Enforcement Assistant | | | | | 40 | | | | NE C |
| Permit Technician | 1 | 1 | 14.46 | <u>14.71</u> | | | | | NE E |
| Permit Specialist | | | | | 40 | | | | NE C |
| | | | | | 40 | | | | NE F |
| Chief Building Inspector | | 1 | 30.86 | <u>31.40</u> | | | | | N |
| Deputy Building Inspectors: | | | | | | | | | |
| Level I | 1 | 1 | 23.76 | <u>24.18</u> | 40 | | | | NE J |
| Level II | | | | | 40 | | | | NE L |
| Level III+Plans Review | | | | | 40 | | | | NE M |
| Chief Electrical Inspector | 1 | 1 | 29.46 | <u>29.98</u> | 40 | | | | NE M |
| Deputy Electrical Inspectors: | | | | | | | | | |
| Inspector Level I | | | | | 40 | | | | NE J |
| Inspector II+Plans Review | 1 | 1 | 24.48 | <u>24.91</u> | 40 | | | | NE L |
| <u>Suppression Division</u> | | | | | | | | | |
| Fire Assistant Chief | 3 | | | | 40 | | | | E P |
| Step 1 | | | 21.03 | <u>21.40</u> | | | | | |
| Step 2 | | | 21.77 | <u>22.15</u> | | | | | |
| Step 3 | | | 22.53 | <u>22.93</u> | | | | | |
| Step 4 | | | 23.32 | <u>23.72</u> | | | | | |
| Step 5 | | | 24.13 | <u>24.56</u> | | | | | |
| Step 6 | | | 24.98 | <u>25.42</u> | | | | | |
| Step 7 | | 1 | 25.85 | <u>26.30</u> | | | | | |
| Step 8 | | 4 | 26.76 | <u>27.23</u> | | | | | |
| Step 9 | | 4 <u>2</u> | 27.70 | <u>28.19</u> | | | | | |
| Captains | 15 | | | | | | | | NE I |
| <10 years | | | 17.77 | <u>18.08</u> | | | | | |
| 10 years | | | 17.89 | <u>18.20</u> | | | | | |
| 15 years | | 8 <u>6</u> | 17.98 | <u>18.29</u> | | | | | |
| 20 years | | 7 <u>9</u> | 18.16 | <u>18.48</u> | | | | | |
| Lieutenants | 15 | | | | | | | | NE H |
| <10 years | | | 16.56 | <u>16.85</u> | | | | | |
| 10 years | | 14 <u>9</u> | 16.77 | <u>17.06</u> | | | | | |
| 15 years | | 2 <u>4</u> | 16.88 | <u>17.18</u> | | | | | |
| 20 years | | 2 | 17.04 | <u>17.34</u> | | | | | |
| Firefighter | 29 | | | | | | | | NE E |
| Firefighter (Appointee) | | | 12.75 | <u>12.97</u> | | | | | |
| Firefighter (On Floor) | | | 12.75 | <u>12.97</u> | | | | | |
| 6 months | | | 13.75 | <u>13.99</u> | | | | | |
| 1 year | | 3 | 14.04 | <u>14.29</u> | | | | | |
| 2 years | | 5 | 14.23 | <u>14.48</u> | | | | | |
| 3 years | | 4 <u>3</u> | 14.43 | <u>14.68</u> | | | | | |
| 5 years | | | 14.71 | <u>14.97</u> | | | | | |

| | | | | | |
|-----------------------------|------------|-------|--------------|----|---|
| 10 years | 4 | 14.83 | <u>15.09</u> | | |
| 15 years | | 14.93 | <u>15.19</u> | | |
| Firefighter (Relief Driver) | | | | NE | F |
| COLA + \$0.39 + \$0.10 | | | | | |
| 2 years | | 14.86 | <u>15.12</u> | | |
| 3 years | 4 <u>2</u> | 15.06 | <u>15.32</u> | | |
| 4 years | 4 | 15.11 | <u>15.37</u> | | |
| 5 years | 4 <u>8</u> | 15.33 | <u>15.60</u> | | |
| 10 years | 3 <u>2</u> | 15.45 | <u>15.72</u> | | |
| 15 years | 2 | 15.55 | <u>15.82</u> | | |

| | | | | |
|---|-----------|-----------|----------|----------|
| Total Budgeted/Filled for Department | 78 | 72 | 1 | 5 |
|---|-----------|-----------|----------|----------|

- Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate
- Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.
- Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.
- Note:* A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming certified.
- Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.
- Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.
- Note: Deputy Fire Marshal to have State certification within one year.
- Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.
- Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.
- Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

| Section G. | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | | | |
|--|----------------------|--------|---------|------------------|------------------|------------|------------------|-----------|
| | BUDGET | FILLED | VACANT | HOURLY WAGE ADJ. | HOURLY WAGE ADJ. | HOURS WORK | EXEMPT NONEXEMPT | PAY GRADE |
| ENGINEERING/PUBLIC WORKS DEPT. POSITIONS | TOTAL | NON-CS | RCSS/CS | RATE | RATE | | | |
| City Engineer & Public Works Director | 1 | 1 | | 58.89 | <u>59.92</u> | 40 | E | Z |
| Assistant Public Works Director | 1 | 1 | | 36.75 | <u>37.39</u> | 40 | E | T |
| Storm Water & Drainage Engineer | 1 | 1 | | 36.96 | <u>37.61</u> | 40 | E | R |
| Engineer Project Manager | 1 | 1 | | 34.68 | <u>35.29</u> | 40 | E | N |
| Engineering Assistant III | | | | | | 40 | E | M |
| Engineering Assistant II | | | | | | | | L |
| Engineering Technician | 1 | 1 | | 22.34 | <u>22.73</u> | 40 | E | J |
| Executive Assistant I | 1 | 1 | | 18.56 | <u>18.89</u> | 40 | NE | F |
| Administrative Assistant III | 1 | 1 | | 15.30 | <u>15.56</u> | 40 | NE | D |
| Floodwall Division | | | | | | | | |
| EPW Floodwall Superintendent | 1 | 1 | | 29.58 | <u>30.10</u> | 40 | E | N |
| Floodwall Operator | 4 | | | | | 40 | NE | F |
| 80% | | | | 15.59 | <u>15.82</u> | | | |
| 85% | | | | 16.56 | <u>16.81</u> | | | |
| 90% | | | | 17.53 | <u>17.80</u> | | | |
| 95% | | | | 18.51 | <u>18.79</u> | | | |
| 100% | | 1 | 3 | 19.49 | <u>19.78</u> | | | |

Street Division

| | | | | | | | | |
|---------------------------------|----|---|---|--------------|--------------|--------------|----|---|
| EPW Street Superintendent | 1 | 1 | | 33.58 | <u>34.17</u> | 40 | E | N |
| EPW Street Supervisor | 2 | 2 | | <u>22.50</u> | <u>22.89</u> | 40 | E | L |
| | | | | | | 40 | E | L |
| Equipment Operator | 3 | | | | | | NE | E |
| 80% | | | | 15.46 | <u>15.70</u> | | | |
| 85% | | | | 16.42 | <u>16.68</u> | | | |
| 90% | | | | 17.39 | <u>17.66</u> | | | |
| 95% | | | | 18.35 | <u>18.64</u> | | | |
| 100% | | 4 | 3 | 19.33 | <u>19.62</u> | | | |
| Concrete Finisher | 2 | | | | | | NE | E |
| 80% | | | | 15.46 | <u>15.70</u> | | | |
| 85% | | | | 16.42 | <u>16.68</u> | | | |
| 90% | | | | 17.39 | <u>17.65</u> | | | |
| 95% | | | | 18.35 | <u>18.64</u> | | | |
| 100% | | 2 | | 19.33 | <u>19.62</u> | | | |
| Right-Of-Way Maintenance Person | 13 | | 3 | 5 | | | NE | C |
| 80% | | | | | 14.62 | <u>14.83</u> | | |
| 85% | | | | | 15.53 | <u>15.76</u> | | |
| 90% | | 2 | | | 16.44 | <u>16.69</u> | | |
| 95% | | 2 | 1 | | 17.36 | <u>17.61</u> | | |
| 100% | | 9 | 7 | | 18.27 | <u>18.54</u> | | |

Maintenance Division

| | | | | | | | | |
|--------------------------------------|---|---|---|-------|--------------|----|----|---|
| EPW Fleet / Maintenance Superintende | 1 | 1 | | 36.06 | <u>36.69</u> | 40 | E | O |
| EPW Maintenance Supervisor | 1 | 1 | | 23.53 | <u>23.94</u> | | E | L |
| Laborer | 5 | | 1 | | | | NE | C |
| 80% | | | | 13.61 | <u>13.81</u> | | | |
| 85% | | | | 14.46 | <u>14.67</u> | | | |
| 90% | | | | 15.31 | <u>15.53</u> | | | |
| 95% | | | | 16.16 | <u>16.40</u> | | | |
| 100% | | 2 | 2 | 17.00 | <u>17.26</u> | | | |
| Traffic Technician | 1 | | | | | | NE | E |
| 80% | | | | 15.59 | <u>15.82</u> | | | |
| 85% | | | | 16.56 | <u>16.80</u> | | | |
| 90% | | | | 17.53 | <u>17.79</u> | | | |
| 95% | | | | 18.51 | <u>18.78</u> | | | |
| 100% | | | 1 | 19.48 | <u>19.77</u> | | | |
| Journeyman Electrician | 1 | 1 | | 20.81 | <u>21.17</u> | | NE | I |
| Maintenance Technician | 4 | | 4 | | | | NE | E |
| 80% | | | | 15.59 | <u>15.82</u> | | | |
| 85% | | | | 16.56 | <u>16.80</u> | | | |
| 90% | | | | 17.53 | <u>17.79</u> | | | |
| 95% | | 1 | | 18.51 | <u>17.78</u> | | | |
| 100% | | 1 | 2 | 19.48 | <u>19.77</u> | | | |

Fleet Maintenance Division

| | | | | | | | | |
|------------------------------|---|---|--|-------|--------------|----|----|---|
| EPW Fleet Supervisor | 1 | 1 | | 23.12 | <u>23.52</u> | | E | L |
| Administrative Assistant III | 1 | 1 | | 17.34 | <u>17.64</u> | 40 | NE | D |
| Fleet Mechanic I | | | | | | | NE | G |
| Fleet Mechanic II | 4 | | | | | | NE | I |
| | | 1 | | 19.37 | <u>19.71</u> | | | |
| | | 1 | | 20.82 | <u>21.18</u> | | | |
| | | 1 | | 21.74 | <u>22.12</u> | | | |
| | | 1 | | 22.14 | <u>22.53</u> | | | |

Solid Waste Division

| | | | | | | | | |
|-----------------------------------|----|----------|-----|--------------|--------------|----|----|---|
| EPW Solid Waste Supervisor | 2 | 1 | | 23.13 | <u>23.53</u> | | E | L |
| | | 1 | | 22.63 | <u>23.03</u> | | | |
| EPW Compost Operations Supervisor | 1 | 1 | | <u>22.50</u> | <u>22.89</u> | | E | L |
| Administrative Assistant III | 1 | 1 | | 17.87 | <u>18.19</u> | 40 | NE | D |
| Laborer | 4 | | 4 | | | | NE | C |
| 80% | | | | 13.61 | <u>13.81</u> | | | |
| 85% | | | | 14.46 | <u>14.67</u> | | | |
| 90% | | | | 15.31 | <u>15.53</u> | | | |
| 95% | | <u>1</u> | | 16.16 | <u>16.40</u> | | | |
| 100% | | 2 | 1 | 17.00 | <u>17.26</u> | | | |
| Truck Driver | 13 | | 2 3 | | | | NE | C |
| 80% | | | | 14.51 | <u>14.72</u> | | | |
| 85% | | | | 15.41 | <u>15.64</u> | | | |
| 90% | | 4 | | 16.32 | <u>16.56</u> | | | |
| 95% | | <u>1</u> | | 17.23 | <u>17.48</u> | | | |
| 100% | | 7 8 | 2 1 | 18.13 | <u>18.40</u> | | | |
| Right-Of-Way Maintenance Person | 2 | | 1 | | | | NE | C |
| 80% | | | | 14.62 | <u>14.83</u> | | | |
| 85% | | | | 15.53 | <u>15.76</u> | | | |
| 90% | | | | 16.44 | <u>16.69</u> | | | |
| 95% | | | | 17.36 | <u>17.61</u> | | | |
| 100% | | 1 | | 18.27 | <u>18.54</u> | | | |
| Compost Equipment Operator | 2 | | 4 | | | | NE | F |
| 80% | | | | 15.81 | <u>16.05</u> | | | |
| 85% | | | | 16.80 | <u>17.05</u> | | | |
| 90% | | | | 17.79 | <u>18.06</u> | | | |
| 95% | | | | 18.78 | <u>19.06</u> | | | |
| 100% | | 4 2 | | 19.76 | <u>20.06</u> | | | |

| | | | | |
|---|-----------|-----------|-----------|-----------|
| Total Budgeted/Filled for Department | 77 | 57 | 10 | 10 |
|---|-----------|-----------|-----------|-----------|

Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: AFSCME employees in the classification above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section H.

| PARKS SERVICES DEPARTMENT | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | HOURS | EXEMPT | PAY |
|----------------------------------|-----------------------|-----------------------|-----------------------|--------------|--------------|-------|------------|-------|
| | BUDGET | FILLED | | ADJ. | ADJ. | WORK | NON-EXEMPT | GRADE |
| POSITION | TOTAL | NON-CS | RCSS/CS | RATE | RATE | | | |
| Director of Parks Services | 1 | 1 | | 50.48 | <u>51.36</u> | 40 | E | V |
| Recreation Superintendent | 1 | 1 | | <u>28.15</u> | <u>28.64</u> | E | E | N |
| Parks Maintenance Superintendent | 1 | 1 | | <u>28.45</u> | <u>28.95</u> | E | E | N |
| Cemetery Sexton | 1 | 1 | | 21.04 | <u>21.41</u> | E | E | F |
| Special Events Coordinator | 1 | 1 | | 27.22 | <u>27.70</u> | E | E | M |
| Recreation Specialist | 2 <u>3</u> | | | | | E | E | |
| | | 1 | | <u>17.80</u> | <u>18.11</u> | | | |
| | | 1 | | 17.39 | <u>17.69</u> | | | |
| Executive Assistant I | 1 | 1 | | <u>19.42</u> | <u>19.76</u> | | NE | F |
| Administrative Assistant III | 1 | 1 | | 17.49 | <u>17.80</u> | | NE | D |
| Administrative Assistant II | 1 | 1 | | <u>13.57</u> | <u>13.81</u> | | NE | C |
| Maintenance Division | | | | | | | | |
| Supervisor | 1 | 1 | | 22.62 | <u>23.02</u> | | E | L |
| | | | | | | | | L |
| Laborer | 12 | | | | | | NE | C |
| 80% | | 1 | | 13.61 | <u>13.81</u> | | | |
| 85% | | 2 <u>1</u> | | 14.46 | <u>14.67</u> | | | |
| 90% | | <u>5</u> | | 15.31 | <u>15.53</u> | | | |
| 95% | | <u>1</u> | | 16.16 | <u>16.40</u> | | | |
| 100% | | 2 | 2 | 17.00 | <u>17.26</u> | | | |
| Maintenance Technician | <u>1</u> | | | | | | | |
| 80% | | | | 15.59 | <u>15.82</u> | | | |
| 85% | | | | 16.56 | <u>16.80</u> | | | |
| 90% | | | | 17.53 | <u>17.79</u> | | | |
| 95% | | 4 | | 18.51 | <u>18.78</u> | | | |
| 100% | | <u>1</u> | | 19.48 | <u>19.77</u> | | | |
| Right-Of-Way Maintenance Person | 3 <u>2</u> | | | | | | NE | C |
| 80% | | | | 14.62 | <u>14.83</u> | | | |
| 85% | | | | 15.53 | <u>15.76</u> | | | |
| 90% | | | | 16.44 | <u>16.69</u> | | | |
| 95% | | | | 17.36 | <u>17.61</u> | | | |
| 100% | | 1 | 2 <u>1</u> | 18.27 | <u>18.54</u> | | | |

| | | | | |
|---|-----------|-----------|----------|----------|
| Total Budgeted/Filled for Department | 27 | 23 | 3 | 1 |
|---|-----------|-----------|----------|----------|

Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: AFSCME employees in the classification above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section I.

HUMAN RESOURCES

| POSITIONS | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | HOURS WORK | EXEMPT NON-EXEMPT | PAY GRADE |
|---|----------------------|---------------|----------|----------|-----------------------|--------------|-------------------|-----------|
| | BUDGET TOTAL | FILLED NON-CS | RCSS/CS | VACANT | HOURLY WAGE ADJ. RATE | | | |
| Director of Human Resources | 1 | 1 | | | <u>40.81</u> | <u>41.52</u> | 40 | E V |
| Risk Manager | | | | | | | | O |
| H.R Generalist | 2 | 1 | | | <u>17.90</u> | <u>18.21</u> | 40 | E G |
| | | 1 | | | <u>17.34</u> | <u>17.64</u> | | |
| Total Budgeted/Filled for Department | 3 | 3 | 0 | 0 | | | | |

Section J.

911 COMMUNICATION SERVICES

| POSITIONS | AUTHORIZED POSITIONS | | | FY 17/18 | FY 18/19 | HOURS WORK | EXEMPT NONEXEMPT | PAY GRADE |
|---|----------------------|---------------|----------|----------|-----------------------|--------------|------------------|-----------|
| | BUDGET TOTAL | FILLED NON-CS | RCSS/CS | VACANT | HOURLY WAGE ADJ. RATE | | | |
| Director | 1 | 1 | | | <u>35.27</u> | <u>35.89</u> | 40 | E T |
| Assistant Director | 1 | 1 | | | 29.39 | <u>29.90</u> | 40 | E L |
| Shift Supervisor | 4 | 3 | | | 23.69 | <u>24.10</u> | 36/48 | NE H |
| | | 1 | | | <u>22.03</u> | <u>22.42</u> | 36/48 | NE H |
| Telecommunicator | 14 | 4 | | 4 | 13.47 | <u>13.71</u> | 36/48 | NE F |
| | | 1 | | | 14.24 | <u>14.49</u> | 36/48 | NE F |
| | | 2 | | | 16.10 | <u>16.38</u> | 36/48 | NE F |
| | | 5 | | | 17.48 | <u>17.79</u> | 36/48 | NE F |
| | | 2 | | | 19.03 | <u>19.36</u> | 36/48 | NE F |
| | | 5 | | | 20.59 | <u>20.95</u> | 36/48 | NE F |
| E911 Adminstrative Secretary | 1 | 1 | | | 17.06 | <u>17.36</u> | 40 | NE C |
| E911 Data Entry Clerk | 1 | 1 | | | 17.28 | <u>17.58</u> | 40 | NE C |
| Total Budgeted/Filled for Department | 22 | 21 | 0 | 1 | | | | |

*Note: 36/48 referes to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week, or 2184 hours per year
Add Pays: 1) 1 TAC \$1/hr 2)1 Radio Administrator \$1/hr 3) 2 CTO's \$0.50/hr

Agenda Action Form Paducah City Commission

Meeting Date: June 26, 2018

Short Title: Adopting Pay Grade Schedule for FY2018-2019

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell, Human Resources Director
Presentation By: Martin Russell, Human Resources Director

Background Information: The Pay Grade Schedule is used for establishing salary guidelines for new hires and current employee promotions. The proposed pay grade schedule allows for a 1.75% COLA adjustment to the New Hire, Market and Premium Range salaries. Included in the schedule is the creation of the Executive Assistant II/Assistant City Clerk, in section A, the Arts & Culture Coordinator position in Section H, and the Planning Project Manager position in Section P.

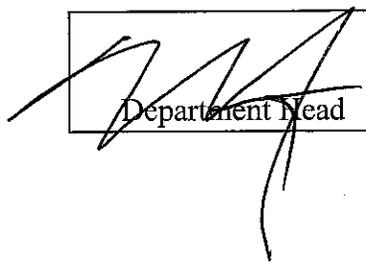
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:

| |
|---------|
| Finance |
|---------|

Staff Recommendation:

Attachments:

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2018-2019 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City wishes to add the positions of Arts & Culture Coordinator, Planning Project Manager and Executive Assistant II/Assistant City Clerk to the pay grade schedule; and

WHEREAS, the City wants to adjust the salary ranges in the pay grade schedule with a 1.75% increase; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2018-2019 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the FY2018-2019 Pay Grade Schedule for the employees of the City of Paducah, Kentucky as attached hereto.

SECTION 2. This Order will 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, June 26, 2018

Recorded by Tammara S. Sanderson, City Clerk, June 26, 2018

\mo\pay grade schedule-FY2018-2019 6-26-18

pay grade schedule is saved in excel as pay grade schedule-FY2018-2019 6-26-18

**FY 2018 - 2019
Pay Grade Schedule**

June 26, 2018

| Title | Pay Grade | New Hire Range | | Market Range | | Premium Range |
|---------------------------------------|-----------|----------------|----------|--------------|----------|---------------|
| | | Beginning -1st | 2nd Qtr | Mid-Point | 3rd Qtr | 4th Premium |
| Firefighter (Appointee) | A | \$24,915 | \$27,695 | \$30,481 | \$33,310 | \$36,142 |
| Account Clerk | B | \$26,005 | \$29,046 | \$31,998 | \$34,927 | \$37,853 |
| Admin Asst I | B | \$26,005 | \$29,046 | \$31,998 | \$34,927 | \$37,853 |
| Accounts Payable Clerk | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Admin Asst II | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Admin Assistant 911 | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Code Enforcement Assistant | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Data Entry Clerk 911 | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Evidence Technician I | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Laborer | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Permit Specialist | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Records Clerk I | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Revenue Technician | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| ROW Maintenance Person | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Solid Waste Truck Driver | C | \$27,482 | \$30,540 | \$33,598 | \$36,743 | \$39,886 |
| Administrative Asst III | D | \$28,764 | \$32,021 | \$35,279 | \$38,491 | \$41,703 |
| Records Clerk II | D | \$28,764 | \$32,021 | \$35,279 | \$38,491 | \$41,703 |
| Concrete Finisher | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Equipment Operator | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Firefighter | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Maintenance Technician | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Permit Technician | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Recreation Specialist | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Records Clerk III | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Traffic Tech | E | \$30,261 | \$33,653 | \$37,042 | \$40,442 | \$43,841 |
| Asst. City Clerk | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Cemetary Sexton | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Compost Equipment Operator | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Evidence Tech II | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Executive Asst I | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Firefighter Relief Driver | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Floodwall Operator | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Telecommunicator | F | \$31,758 | \$35,327 | \$38,895 | \$42,490 | \$46,087 |
| Code Enforcement Officer I | G | \$33,362 | \$37,100 | \$40,840 | \$44,585 | \$48,332 |
| Fleet Mechanic I | G | \$33,362 | \$37,100 | \$40,840 | \$44,585 | \$48,332 |
| HR Generalist | G | \$33,362 | \$37,100 | \$40,840 | \$44,585 | \$48,332 |
| 911 Shift Supervisor | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |
| Arts & Culture Coordinator | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |
| Fire Lieutenants | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |

FY 2018 - 2019
Pay Grade Schedule

June 26, 2018

| Title | Pay Grade | New Hire Range | | Market Range | | Premium Range |
|---|-----------|----------------|----------|--------------|----------|---------------|
| | | Beginning -1st | 2nd Qtr | Mid-Point | 3rd Qtr | 4th Premium |
| Help Desk Technician | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |
| Housing Specialist | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |
| Events & Promotions Specialist | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |
| Marketing Specialist | H | \$34,966 | \$38,923 | \$42,694 | \$46,784 | \$50,686 |
| | | | | | | |
| Fire Captains | I | \$36,784 | \$40,905 | \$45,025 | \$49,192 | \$53,358 |
| Fleet Mechanic II | I | \$36,784 | \$40,905 | \$45,025 | \$49,192 | \$53,358 |
| Executive Asst II | I | \$36,784 | \$40,905 | \$45,025 | \$49,192 | \$53,358 |
| Executive Asst II/Assistant City Clerk | I | \$36,784 | \$40,905 | \$45,025 | \$49,192 | \$53,358 |
| Journeyman Electrician | I | \$36,784 | \$40,905 | \$45,025 | \$49,192 | \$53,358 |
| Office Manager | I | \$36,784 | \$40,905 | \$45,025 | \$49,192 | \$53,358 |
| | | | | | | |
| Accountant | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Deputy Building Inspector I | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Deputy Electrical Inspector I | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Code Enforcement II | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Deputy Fire Marshal I | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Engineering Technician | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| IT Specialist I | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Police Officer | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| Revenue Auditor | J | \$38,602 | \$42,940 | \$47,277 | \$51,599 | \$55,925 |
| | | | | | | |
| Records Division Manager | K | \$40,527 | \$45,084 | \$49,641 | \$54,226 | \$58,806 |
| Crime Analyst | K | \$40,527 | \$45,084 | \$49,641 | \$54,226 | \$58,806 |
| | | | | | | |
| Assistant Director 911 | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Code Enforcement Supervisor | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Deputy Building Inspector II | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| | | | | | | |
| Deputy Electrical Inspector II + Plan | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Engineer Asst II | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Fire Marshall II | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Grants Administrator | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Parks Maintenance Supervisor | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| Planner I | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste) | L | \$41,392 | \$46,752 | \$52,121 | \$57,499 | \$62,875 |
| | | | | | | |
| Chief Electrical Inspector | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| Community Development Planner | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| Deputy Building Inspector III/Plan Review | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| | | | | | | |
| Downtown Development Specialist | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| Engineer Asst III | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |

**FY 2018 - 2019
Pay Grade Schedule**

June 26, 2018

| | | New Hire Range | | Market Range | | Premium Range |
|--------------------------------------|------------------|-----------------------|----------------|------------------|----------------|--------------------|
| Title | Pay Grade | Beginning -1st | 2nd Qtr | Mid-Point | 3rd Qtr | 4th Premium |
| Fire Marshall III | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| Planner II | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| Special Events Coordinator | M | \$43,414 | \$49,072 | \$54,729 | \$60,352 | \$65,975 |
| Chief Building Inspector | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| Battalion Chief | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| Fire Marshall | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| Parks Maintenance Superintendent | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| Recreation Superintendent | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| EPW Street Superintendent | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| EPW Floodwall Superintendent | N | \$45,205 | \$51,563 | \$57,464 | \$63,431 | \$69,397 |
| EPW Fleet/Maintenance Superintendent | O | \$47,904 | \$54,121 | \$60,339 | \$66,579 | \$72,819 |
| GIS Analyst | O | \$47,904 | \$54,121 | \$60,339 | \$66,579 | \$72,819 |
| EPW Operations Manager | O | \$47,904 | \$54,121 | \$60,339 | \$66,579 | \$72,819 |
| Risk Manager | O | \$47,904 | \$54,121 | \$60,339 | \$66,579 | \$72,819 |
| Assistant to the City Manager | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| City Clerk | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Crime Analyst II | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| GIS/Planner | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Network Administrator | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Planning Project Manager | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Public Information Officer | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Section 8 Housing Admin | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Police Sergeant | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| GIS Specialist | P | \$50,256 | \$56,807 | \$63,354 | \$69,851 | \$76,347 |
| Police Captain | Q | \$52,824 | \$59,673 | \$66,523 | \$73,414 | \$80,305 |
| Fire Assistant Chief | Q | \$52,824 | \$59,673 | \$66,523 | \$73,414 | \$80,305 |
| Engineer Project Manager | R | \$55,389 | \$62,619 | \$69,849 | \$77,001 | \$84,154 |
| Storm & Drain Engineer | R | \$55,389 | \$62,619 | \$69,849 | \$77,001 | \$84,154 |
| Deputy Fire Chief - Operations | S | \$58,169 | \$65,755 | \$73,342 | \$80,886 | \$88,431 |
| Director of Inspection | S | \$58,169 | \$65,755 | \$73,342 | \$80,886 | \$88,431 |
| Police Assistant Chief | S | \$58,169 | \$65,755 | \$73,342 | \$80,886 | \$88,431 |
| Revenue Manager | S | \$58,169 | \$65,755 | \$73,342 | \$80,886 | \$88,431 |
| Assistant Public Works Director | T | \$61,165 | \$69,086 | \$77,008 | \$84,966 | \$92,922 |
| Controller | T | \$61,165 | \$69,086 | \$77,008 | \$84,966 | \$92,922 |
| Deputy Fire Chief - Fire Prevention | T | \$61,165 | \$69,086 | \$77,008 | \$84,966 | \$92,922 |
| Director of 911 | T | \$61,165 | \$69,086 | \$77,008 | \$84,966 | \$92,922 |
| Exec Director PRA | T | \$16,165 | \$69,086 | \$77,008 | \$84,966 | \$92,922 |
| Director of IT | U | \$64,157 | \$72,508 | \$80,859 | \$92,988 | \$102,287 |

**FY 2018 - 2019
Pay Grade Schedule**

June 26, 2018

| | | New Hire Range | | Market Range | | Premium Range |
|---------------------------------------|-----------|----------------|-----------|--------------|-----------|---------------|
| Title | Pay Grade | Beginning -1st | 2nd Qtr | Mid-Point | 3rd Qtr | 4th Premium |
| Director of Parks | V | \$67,366 | \$76,133 | \$84,902 | \$97,637 | \$107,369 |
| Director of Planning | V | \$67,366 | \$76,133 | \$84,902 | \$97,637 | \$107,369 |
| Human Resource Director | V | \$67,366 | \$76,133 | \$84,902 | \$97,637 | \$107,369 |
| No Position | W | \$70,787 | \$79,967 | \$89,147 | \$102,519 | \$112,772 |
| Fire Chief | X | \$74,316 | \$83,960 | \$93,604 | \$107,644 | \$118,410 |
| No Position | Y | \$77,952 | \$88,119 | \$98,284 | \$113,028 | \$124,330 |
| Assistant City Manager | Z | \$81,908 | \$92,555 | \$103,200 | \$118,679 | \$130,547 |
| Director of Finance | Z | \$81,908 | \$92,555 | \$103,200 | \$118,679 | \$130,547 |
| City Engineer & Public Works Director | Z | \$81,908 | \$92,555 | \$103,200 | \$118,679 | \$130,547 |
| Police Chief | Z | \$81,908 | \$92,555 | \$103,200 | \$118,679 | \$130,547 |
| City Manager | AA | \$110,352 | \$124,680 | \$139,009 | \$159,860 | \$175,847 |

Agenda Action Form Paducah City Commission

Meeting Date: June 26, 2018

Short Title: Approve Employment Agreements for Assistant City Manager, Information Technology Director, and City Clerk.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information: Interim City Manager Mark Thompson with consultation from incoming City Manager James Arndt has recommended Michelle L. Smolen as Assistant City Manager, Stephen C. Chino, as Information Technology Director, and Lindsay R. Parish as City Clerk. The recommendations are based on performance, and the ability to perform in those roles.

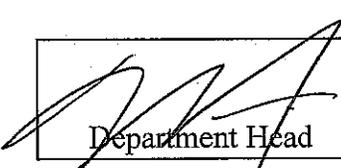
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Authorize the Mayor to sign and execute the employment agreements for Assistant City Manager, Information Technology Director, and City Clerk.

Attachments: Employment Agreements

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND MICHELLE L. SMOLEN FOR EMPLOYMENT
AS ASSISTANT CITY MANAGER, AND AUTHORIZING THE MAYOR TO EXECUTE
SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Michelle L. Smolen to be employed in the position of Assistant City Manager.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 26, 2018
Recorded by Tammara S. Sanderson, City Clerk, June 26, 2018
\\mo\agree-employment – Michelle Smolen Assistant City Manager

**AGREEMENT TO EMPLOY MICHELLE L. SMOLEN
AS PADUCAH ASSISTANT CITY MANAGER**

This Agreement made and entered into this 26th day of June, 2018, by and between the **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", party of the first part, and Michelle L. Smolen, hereinafter called "Assistant City Manager", party of the second part, both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to continue employ Michelle L. Smolen as the Assistant City Manager; and

WHEREAS, the Board of Commissioners desires (1) to secure and retain the services of Michelle L. Smolen as the Assistant City Manager and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring her morale and peace of mind with respect to future security, and (3) to provide a just means for terminating her service at such time that the Board of Commissioners may desire to no longer employ her as Assistant City Manager; and

WHEREAS, Michelle L. Smolen desires to accept employment as the Assistant City Manager of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Michelle L. Smolen as the Assistant City Manager of the City of Paducah.

2. DUTIES

The Assistant City Manager shall serve under the direction of the City Manager. She will perform the duties of Assistant City Manager as prescribed by applicable federal statutes, the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager and the Board of Commissioners.

3. TERM

The Assistant City Manager serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Assistant City Manager at any time, subject only to the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

The Assistant City Manager began her expanded duties on July 1st 2018.

5. ASSISTANT CITY MANAGER COMMITMENTS

While serving as Assistant City Manager, Michelle L. Smolen agrees to remain in the exclusive employ of the City, except that she may engage in occasional teaching, writing or speaking on her own time. If outside compensation is provided for such services, the Board of Commissioners shall be notified in advance.

6. INDEMNIFICATION

Whenever the Assistant City Manager shall be sued for damages arising out of the performance of her duties, the City shall provide defense counsel for the Assistant City Manager in such suit and indemnify her from any judgment rendered against her, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as Assistant City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The minimum work week for the Assistant City Manager shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Assistant City Manager must devote a great deal of time outside of normal office hours to City business, she is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay the Assistant City Manager at annual base salary of \$82,000.00.

The City Manager will review the Assistant City Manager compensation after the first six (6) months and increase her salary by 5% upon the successful completion of a performance review. After the first 6 months, her reviews will be done annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the Assistant City Manager's performance, the compensation of the Assistant City Manager's serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

9. RETIREMENT

The Assistant City Manager will participate in Kentucky's retirement program as provided by the City for the benefit of its employees.

10. LEAVE

The Assistant City Manager shall accrue sick leave and vacation leave at the same rate as other general employees with the same number of years of service. Leave accrual limits that apply to other administrative employees will apply to the Assistant City Manager. Should leave accrual limits be reduced at some time in the future, the leave that the Assistant City Manager has accrued at that time will be grandfathered.

11. PROFESSIONAL DEVELOPMENT

The City will pay the Assistant City Manager's professional association subscriptions, memberships' and participation costs, including attendance at an annual professional association conference, and within budgetary limits will support her continued professional development.

12. INSURANCE AND OTHER BENEFITS

The Assistant City Manager will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees.

13. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the Assistant City Manager or requests her resignation, the Board of Commissioners shall pay the Assistant City Manager a severance payment equal to three months of her then current base salary.

If the Assistant City Manager elects to accept the aforesaid severance payment, she will sign a severance agreement, which generally releases the City of any and all claims that the Assistant City Manager may have as a result of her employment and/or termination.

If the Assistant City Manager is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Assistant City Manager by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Assistant City Manager by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA) as amended. Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Assistant City Manager is terminated for "just cause", then the City's only obligation to the Assistant City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties to the community of honesty and sobriety; (4) any other act(s) of a similar nature which bring discredit to the City.

Should the Assistant City Manager be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

14. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Assistant City Manager.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Michelle L. Smolen executed this Agreement as Assistant City Manager this _____ day of _____, 2018.

Brandi Harless, Mayor
City of Paducah, Kentucky

Michelle L. Smolen
Assistant City Manager

ATTEST:

Tammy Sanderson, City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: June 26, 2018

Short Title: Approve Employment Agreements for Assistant City Manager, Information Technology Director, and City Clerk.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: Interim City Manager Mark Thompson with consultation from incoming City Manager James Arndt has recommended Michelle L. Smolen as Assistant City Manager, Stephen C. Chino, as Information Technology Director, and Lindsay R. Parish as City Clerk. The recommendations are based on performance, and the ability to perform in those roles.

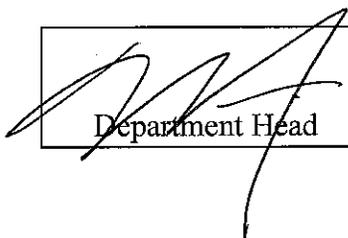
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Authorize the Mayor to sign and execute the employment agreements for Assistant City Manager, Information Technology Director, and City Clerk.

Attachments: Employment Agreements

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND STEPHEN C. CHINO FOR EMPLOYMENT AS
INFORMATION TECHNOLOGY DIRECTOR, AND AUTHORIZING THE MAYOR TO
EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Stephen C. Chino to be employed in the position of Information Technology Director.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 26, 2018
Recorded by Tammara S. Sanderson, City Clerk, June 26, 2018
\\mo\agree-employment – Stephen Chino IT Director

**AGREEMENT TO EMPLOY STEPHEN C. CHINO Jr.
AS PADUCAH INFORMATION TECHNOLOGY DIRECTOR**

This Agreement made and entered into this 26th day of June, 2018 by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", party of the first part, and Stephen C. Chino Jr., hereinafter called "Information Technology Director", party of the second part, both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to continue employ Stephen C. Chino Jr. as the Information Technology Director; and

WHEREAS, the Board of Commissioners desires (1) to secure and retain the services of Stephen C. Chino Jr. as the Information Technology Director and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring his morale and peace of mind with respect to future security, and (3) to provide a just means for terminating his service at such time that the Board of Commissioners may desire to no longer employ him as Information Technology Director; and

WHEREAS, Stephen C. Chino Jr. desires to accept employment as the Information Technology Director of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Stephen C. Chino Jr. as the Information Technology Director of the City of Paducah.

2. DUTIES

The Information Technology Director shall serve under the direction of the City Manager. He will perform the duties of the Information Technology Director as prescribed by applicable federal statutes, the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager and the Board of Commissioners.

3. TERM

The Information Technology Director serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Information Technology Director at any time, subject only to the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

The Information Technology Director began his expanded duties on July 1st 2018.

5. INFORMATION TECHNOLOGY DIRECTOR COMMITMENTS

While serving as the, Information Technology Director, Stephen C. Chino Jr. agrees to remain in the exclusive employ of the City, except that he may engage in occasional teaching, writing or speaking on his own time. If outside compensation is provided for such services, the Board of Commissioners shall be notified in advance.

6. INDEMNIFICATION

Whenever the Information Technology Director shall be sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the Information Technology Director in such suit and indemnify him from any judgment rendered against him, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as the, Information Technology Director regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The minimum work week for the Information Technology Director shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Information Technology Director must devote a great deal of time outside of normal office hours to City business, he is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay the Information Technology Director at annual base salary of \$80,000.00.

The City Manager will review the Information Technology Director compensation annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the Information Technology Director's performance, the compensation of the Information Technology Director's serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

9. RETIREMENT

The Information Technology Director will participate in Kentucky's retirement program as provided by the City for the benefit of its employees.

10. LEAVE

The Information Technology Director shall accrue sick leave and vacation leave at the same rate as other general employees with the same number of years of service. Leave accrual limits that apply to other administrative employees will apply to the Information Technology Director. Should leave accrual limits be reduced at some time in the future, the leave that the Information Technology Director has accrued at that time will be grandfathered.

11. PROFESSIONAL DEVELOPMENT

The City will pay the Information Technology Director's professional association subscriptions, memberships' and participation costs, including attendance at an annual professional association conference, and within budgetary limits will support her continued professional development.

12. INSURANCE AND OTHER BENEFITS

The Information Technology Director will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees.

13. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the Information Technology Director or requests his resignation, the Board of Commissioners shall pay the Information Technology Director a severance payment equal to three months of his then current base salary.

If the Information Technology Director elects to accept the aforesaid severance payment, he will sign a severance agreement, which generally releases the City of any and all claims that the Information Technology Director may have as a result of his employment and/or termination.

If the Information Technology Director is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Information Technology Director by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Information Technology Director by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA) as amended. Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Information Technology Director is terminated for "just cause", then the City's only obligation to the Information Technology Director is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties to the community of honesty and sobriety; (4) any other act(s) of a similar nature which bring discredit to the City.

Should the Information Technology Director be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

14. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Information Technology Director.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Stephen C. Chino Jr. executed this Agreement as the Information Technology Director this ____ day of _____, 2018.

Brandi Harless, Mayor
City of Paducah, Kentucky

Stephen C. Chino Jr.
Information Technology Director

ATTEST:

Tammy Sanderson, City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: June 26, 2018

Short Title: Approve Employment Agreements for Assistant City Manager, Information Technology Director, and City Clerk.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information: Interim City Manager Mark Thompson with consultation from incoming City Manager James Arndt has recommended Michelle L. Smolen as Assistant City Manager, Stephen C. Chino, as Information Technology Director, and Lindsay R. Parish as City Clerk. The recommendations are based on performance, and the ability to perform in those roles.

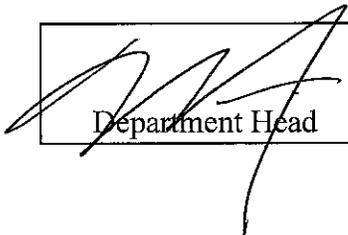
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

| |
|---------|
| Finance |
|---------|

Staff Recommendation: Authorize the Mayor to sign and execute the employment agreements for Assistant City Manager, Information Technology Director, and City Clerk.

Attachments: Employment Agreements

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND LINDSAY R. PARISH FOR EMPLOYMENT
AS CITY CLERK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Lindsay R. Parish to be employed in the position of City Clerk.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 26, 2018
Recorded by Tammara S. Sanderson, City Clerk, June 26, 2018
\\mo\agree-employment - Lindsay Parish City Clerk

**AGREEMENT TO EMPLOY LINDSAY R. PARISH
AS PADUCAH CITY CLERK**

This Agreement made and entered into this 26th day of June, 2018 by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", party of the first part, and Lindsay R. Parish, hereinafter called "City Clerk", party of the second part, both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to continue employ Lindsay R. Parish as the City Clerk; and

WHEREAS, the Board of Commissioners desires (1) to secure and retain the services of Lindsay R. Parish as the City Clerk and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring her morale and peace of mind with respect to future security, and (3) to provide a just means for terminating her service at such time that the Board of Commissioners may desire to no longer employ her as City Clerk; and

WHEREAS, Lindsay R. Parish desires to accept employment as the City Clerk of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Lindsay R. Parish as the City Clerk of the City of Paducah.

2. DUTIES

The City Clerk shall serve as Chief Administrative Officer of the City General Government under the direction of the City Manager. She will perform the duties of City Clerk as prescribed by applicable federal statutes, the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager and the Board of Commissioners.

3. TERM

The City Clerk serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the City Clerk at any time, subject only to the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

City Clerk will begin her expanded duties on July 1, 2018.

5. CITY CLERK COMMITMENTS

While serving as City Clerk, Lindsay R. Parish agrees to remain in the exclusive employ of the City, except that she may engage in occasional teaching, writing or speaking on her own time. If outside compensation is provided for such services, the Board of Commissioners shall be notified in advance.

6. INDEMNIFICATION

Whenever the City Clerk shall be sued for damages arising out of the performance of her duties, the City shall provide defense counsel for the City Clerk in such suit and indemnify her from any judgment rendered against her, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Clerk, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The minimum work week for the City Clerk shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the City Clerk must devote a great deal of time outside of normal office hours to City business, she is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay the City Clerk her current annual base salary of \$57,000.00.

The City Manager will review the City Clerk compensation after the first six (6) months and increase her salary by 5% upon the successful completion of a performance review. After the first 6 months, her reviews will be done annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the City Clerk's performance, the compensation of City Clerk's serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

9. RETIREMENT

The City Clerk will participate in Kentucky's retirement program as provided by the City for the benefit of its employees.

10. LEAVE

The City Clerk shall accrue sick leave and vacation leave at the same rate as other general employees with the same number of years of service. Leave accrual limits that apply to other administrative employees will apply to the City Clerk. Should leave accrual limits be reduced at some time in the future, the leave that the City Clerk has accrued at that time will be grandfathered.

11. PROFESSIONAL DEVELOPMENT

The City will pay the City Clerk's professional association subscriptions, memberships' and participation costs, including attendance at an annual professional association conference, and within budgetary limits will support her continued professional development.

12. INSURANCE AND OTHER BENEFITS

The City Clerk will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees.

13. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the City Clerk or requests her resignation, the Board of Commissioners shall pay the City Clerk a severance payment equal to three months of her then current base salary.

If the City Clerk elects to accept the aforesaid severance payment, she will sign a severance agreement, which generally releases the City of any and all claims that the City Clerk may have as a result of her employment and/or termination.

If the City Clerk is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the City Clerk by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Planning Director by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA) as amended. Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the City Clerk is terminated for "just cause", then the City's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties to the community of honesty and sobriety; (4) any other act(s) of a similar nature which bring discredit to the City.

Should the City Clerk be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks

beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

14. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Clerk.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Lindsay R. Parish executed this Agreement as City Clerk this ____ day of _____, 2018.

Brandi Harless, Mayor
City of Paducah, Kentucky

Lindsay R. Parish
City Clerk

ATTEST:

Tammy Sanderson, City Clerk

**Agenda Action Form
Paducah City Commission**

Meeting Date: June 26, 2018

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. **Total cost of all premiums is \$1,168,312.73.**

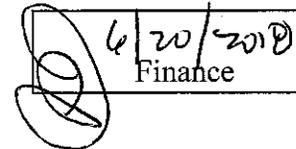
Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information: Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2018-2019 (FY 2018) premiums are for the following: (1) Workers' Compensation \$448,232.89, (2) Liability Insurance \$559,626.93, (3) Property Insurance Coverage \$160,452.91. J. Carroll Convention Center to reimburse \$39,165.20 for property expenses associated with coverage of Convention, Expo Center, and Dome Pavilion. The Health Department to reimburse \$3,014.88 for property expenses associated with coverage of the Health Department. Paxton Park Golf Course to reimburse \$4,747.78 for property expenses associated with the Golf Park Course.

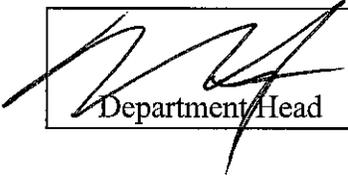
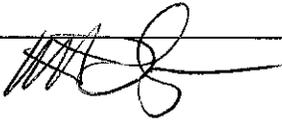
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Insurance Fund
Account Numbers: 72000208-
521060; 521020; 521040



Staff Recommendation: That the Mayor and Commission approve the proposed premium rates for Workers' Compensation, Property and Liability insurance from the Kentucky League of Cities for FY 2019.

Attachments: Premium Invoices for Workers' Compensation, Liability and Property Insurance.

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$1,168,312.78 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2019, for the following policies:

| | |
|-----------------------|--------------|
| Workers' Compensation | \$448,232.89 |
| Liability Insurance | \$559,626.93 |
| Property Insurance | \$160,452.91 |

SECTION 2. This expenditure shall be charged to the Insurance Fund accounts.

SECTION 3. That the City of Paducah hereby authorizes the Mayor to execute all documents related to the Kentucky League of Cities Worker's Compensation, Liability Insurance and Property Insurance Coverage for FY2019 as authorized in Section 1 above.

SECTION 4. 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, June 26, 2018
Recorded by Tammara S. Sanderson, City Clerk, June 26, 2018
\\mo\insurance - klc fy2019

City of Paducah

**DECLARATION OF TRUST
AND
TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES
WORKERS' COMPENSATION TRUST**

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the "KLCIS") an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the "Trust"), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. DECLARATION OF TRUST. The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the

benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

SECTION 2. MEMBERSHIP. Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS. Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days

notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 6. TRUST DISSOLUTION. The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

- a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
- b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
- c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
- d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

SECTION 7. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

SECTION 8. INDEMNITY AGREEMENT. The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

SECTION 9. USE OF TRUST FUNDS. All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of the participating members. No funds of the Trust shall be expended for any purpose other than the payment of claims and related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

SECTION 10. INVESTMENT OF TRUST FUNDS. All funds of the Trust which are not needed to pay current obligations shall be invested by, or at the direction of, the Board of Trustees in accordance with the requirements set forth in the Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 055.

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS.

Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty-six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to-contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustees may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

SECTION 12. EXCESS INSURANCE. The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and

retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES. The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

SECTION 14. BOARD OF TRUSTEE REPORTS. The Board of Trustees shall be required to make the following reports:

- a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
- c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

SECTION 15. MEMBER REPORTS. Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

SECTION 16. RISK MANAGEMENT. The Board of Trustees, or its designated service

company, shall develop and implement a risk management program designed to minimize the workers' compensation liability of the participating members. The participating members shall follow the risk management recommendations of the Board of Trustees and its service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by the participating members.

SECTION 17. COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND. To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

SECTION 20. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 21. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

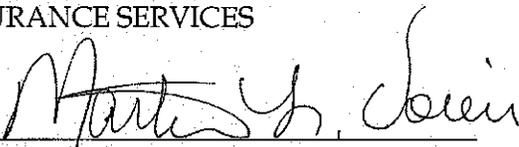
SECTION 22. SEVERABILITY. If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

SECTION 23. AUTHORIZATION OF SIGNATURE PAGES. This Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

MEMBER/CITY/AGENCY 5429

BY: 
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2018

DATE: _____

City of Paducah

**TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
GENERAL INSURANCE TRUST**

This TRUST PARTICIPATION AGREEMENT (the "Trust Agreement") is made and entered into by and between the KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "KLCIS"), an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments and other public agencies and political subdivisions, members of the KLCIS and signatories hereto.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the INTERLOCAL AGREEMENT TO ESTABLISH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "Interlocal Agreement"), as authorized by sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes ("KRS"); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a GENERAL INSURANCE TRUST (the "Trust"), whereby the participating members pool their funds in order to provide self-insurance and/or third-party insurance against various public liability exposures, including, but not limited to, general, professional and auto liability, and related claims; and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. MEMBERSHIP. Only those cities, urban-county governments and other public agencies and political subdivisions of the Commonwealth that are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. Each participating member agrees that at all times it will abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement and all rules, regulations, standards and procedures adopted by the Board of Trustees.

SECTION 2. TERMINATION OF TRUST PARTICIPATION. The Board of Trustees shall have the authority to terminate member's participation in the Trust for any failure to abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement, or any rules, regulations, standards or procedures adopted by the Board; for failure to timely pay any annual or supplementary contributions established by the Board; or for any other action or omission that is deemed

by the Board to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to, an unfavorable loss experience.

Before terminating any member's participation in the Trust, the Board shall give the member at least thirty (30) days written notice of the termination. In the case of a termination or any reason other than the non-payment of contributions, the notice of termination shall inform the participating member that a hearing may be requested. In the event of a termination for non-payment of contributions, the member shall have no right to a hearing. All terminations shall be effective as of the date and upon the terms and conditions specified by the Board in its notice of termination or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination, except as may be provided in this Trust Agreement.

After termination, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 3. MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board shall send a written acknowledgment of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 4. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members, through the income earned from the investment of Trust funds by the Board, and through any other moneys which may be lawfully received by the Board and made a part of the Trust's assets. All annual and supplementary contributions shall be computed and established by the Board based on actuarial evaluations, ratings plans, and other analyses of the amounts necessary for the payment of claims and losses, the payment of premiums for insurance and excess or re-insurance, the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued and sold or other debt which may be incurred to fund the operations of the Trust as authorized by Section 5 of the Interlocal Agreement, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of the Trust reasonably and lawfully incurred, including any expenses related to the issuance of revenue bonds or the incurrence of other debt to fund the operations of the Trust.

The Board shall certify to each participating member the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay all annual and supplementary contributions established by the Board. Any delinquent payments shall be paid with interest calculated from the date of delinquency to the date of payment at a rate equal to the highest annual interest rate at which any of the funds of the Trust are invested on the date the payment became past due.

SECTION 5. ANNUAL AND SUPPLEMENTARY CONTRIBUTIONS. In order to become and remain a participating member of the Trust, each member shall make and hereby agrees to make an annual

contribution to the Trust. The amount of the annual contribution to be paid by each participating member shall be established by the Board based on the criteria set forth in Section 4 above and such other criteria as the Board in its discretion may establish in order to ensure the solvency of the Trust and an equitable distribution of costs, and to promote the purposes and objectives of the KLCIS and the Trust. If, in the opinion of the Board, the assets of the Trust are at any time in any fiscal year insufficient to enable the Trust to discharge its legal liabilities and other obligations and to maintain required reserves, the Board shall have the right to adopt a plan for the elimination of such deficit, which plan may include the establishment of supplementary contributions to be paid by each member which participated in the Trust during any part of the fiscal year to which the deficit is assignable. Supplementary contributions shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members the year in which such deficit occurs. Prior to the beginning of each fiscal year, the Board shall, by resolution, establish the maximum amount of supplementary contributions that members may be required to make for the ensuing fiscal year. All supplementary contributions shall be due and payable by each member when notice of the supplementary contribution is received and shall be delinquent thirty (30) days thereafter.

SECTION 6. SCOPE OF COVERAGE. The extent (terms, conditions and exclusions) of the insurance coverage afforded to each participating member by the Trust shall be set forth in an insurance policy document (the "Coverage Certificate"), which shall be approved by the Board and issued to each participating member. The Trust shall pay from Trust assets all claims and losses of the participating members, exclusive of any applicable deductible amounts, which are incurred during the period of membership and which are covered under the terms and conditions of the Coverage Certificate. The Board shall establish the types and monetary levels of coverage for which the Trust shall indemnify its participating members, including provisions for levels of coverage (deductibles) for which the participating members shall be individually responsible. The types and levels of coverage may vary according to population classification, the mutual agreement of the Board and a participating member, or such other criteria as may be established by the Board. The Coverage Certificate may be amended from time to time by the Board to protect the financial solvency of the Trust or to reflect the desires of the participating members; provided that the participating members shall be notified in writing at least thirty (30) days in advance of the effective date of any Coverage Certificate amendment.

SECTION 7. REINSURANCE OR EXCESS INSURANCE COVERAGE. The Board is authorized to obtain re-insurance or excess insurance coverage in such specific and aggregate amounts and with such retentions as the Board may deem necessary or as may be required by any law or regulation to protect the financial solvency of the Trust.

The Board is also authorized to obtain other insurance, letters of credit, lines of credit, or other funding facilities from financial institutions, which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves.

SECTION 8. USE OF TRUST ASSETS. All assets of the Trust shall be the property of the participating members. No assets of the Trust shall be appropriated for any purpose other than the following: the payment of covered claims and losses; the payment of all reasonable and lawful expenses of the Trust; the establishment and maintenance of reasonable reserves; the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued or other debt which may be incurred to fund the operations of the Trust; and the distribution of surplus assets to eligible Trust members in accordance with Section 9 of this Trust Agreement.

SECTION 9. CALCULATION AND DISTRIBUTION OF SURPLUS TRUST ASSETS.

- A. Subject to the limitations imposed in this section and elsewhere in this Trust Agreement, the Board, in its sole discretion, may make periodic distributions of surplus Trust assets. The Board shall have the authority to decide when the distribution of surplus Trust assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus Trust assets, but only in accordance with the provisions of this Trust Agreement and the formula for the distribution of surplus Trust assets adopted by the Board.

No Distribution of surplus Trust assets shall be made sooner than three (3) years from the inception of the Trust. No surplus Trust assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year.

- B. The distributable surplus Trust assets for any fiscal year shall be those Trust assets remaining after:

(I) payment has been made for all claims, losses and expenses, including principal, interest and premium, if any, on any outstanding revenue bonds or other debt, due and payable in that fiscal year;

(II) reasonable reserves have been established for claims previously occurring and reported, and expenses associated therewith;

(III) reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith;

(IV) reasonable reserves have been established to secure the payment of the principal of, premium, if any, and interest on any revenue bonds or other debt which may be outstanding;

(V) reasonable reserves have been established for future adverse loss deviation and expenses associated therewith; and

(VI) reasonable reserves have been established to cover bad debts, unless waived by the Commissioner of the Kentucky Department of Insurance.

- C. The Board shall calculate each participating member's proportionate share of surplus Trust assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the trust was created. The formula may include any factors which, in the discretion of the Board, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experiences; individual member contributions relative to total contributions; the duration of Trust participation; and the overall loss experience of the Trust. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the participating member's proportionate share of surplus Trust assets.

- D. No former member shall be entitled to receive any distribution of surplus Trust assets. Surplus Trust assets shall be distributed only to members which are participating members at the time a distribution of surplus Trust assets is declared by the Board.

- E. Any participating member may elect to have the distribution of its proportionate share of surplus Trust assets applied as a credit against future annual or supplementary contributions.

SECTION 10. PARTICIPATING MEMBER'S DUTIES IN THE EVENT OF AN OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT. In the event of an occurrence, incident, wrongful act, error, omission, or other circumstance which could, without regard to any deductible limits, reasonably be expected to result in a claim or claims against the participating member within the scope of the insurance coverage provided by the Trust, the participating member shall report such occurrence, incident, wrongful act, error, omission, or other circumstance to the claims handling agent designated by the Board in the manner and within the time limit set by the Board or as set forth in the Coverage Certificate.

In the event a claim or suit is brought against the participating member, the participating member shall immediately forward to the claims handling agent designated by the Board a copy of every notice, summons or other legal process received by the participating member.

The participating members shall cooperate fully with the claims handling agent designated by the Board in the investigation of any occurrence, incident, wrongful act, error, omission, or other circumstance which may result in a claim or loss within the scope of the insurance coverage provided by the Trust and shall cooperate fully in the settlement or defense of any claim or suit which may result in a loss within the scope of the insurance coverage provided by the Trust.

SECTION 11. DEFENSE OF CLAIMS. To the extent of the participating member's coverage limit, as set forth in the Coverage Certificate the Trust shall defend in the name of and on behalf of each participating member any suits or other legal proceedings which may at any time be instituted against the participating member involving claims within the scope of the coverage provided by the Trust, even though such suits, other legal proceedings, allegations or demands are considered to be wholly groundless, false or fraudulent, and shall pay all judgments, all costs reasonably incurred in any suit or other legal proceeding defended by the Trust, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense pursuant to the direction of the Board.

Except as provided in Section 12 hereof, the Board shall make all final decisions regarding legal defense of claims, including the selection of legal counsel, and shall have absolute and final authority with regard to defense, settlement, and payment of claims. The settlement or payment of any claim or amount by or on behalf of a participating member without the express approval of the Board or its claims handling agent in accordance with Section 12 hereof shall be at the sole cost of the participating member without any reimbursement from the Trust and may be considered grounds for the termination of the member's participation in the Trust.

Each participating member shall cooperate fully in all settlement negotiations and in the defense of all claims by supplying such information, assistance and authorizations to obtain reports and documents as may be necessary or helpful, in the opinion of the Board or its claims handling agents, to the defense of any claim or to any settlement negotiations.

SECTION 12. AUTHORITY OF MEMBERS TO SETTLE CLAIMS WITHIN DEDUCTIBLE LIMITS. If the claims handling agent designated by the Board agrees in writing that the amount of a claim will not exceed the participating member's deductible limit as set forth in the Coverage Certificate effective for that member, the member may at its option and at its expense, settle the claim and pay the loss and expenses associated with the claim. In such event, the Trust shall bear no part of the cost, fees or any other sums paid or required to be paid as a result of the claim. Prior to settling any claim within the member's deductible limits, the member shall notify the claims handling agent of the claim and all pertinent information relative thereto, including a copy of the proposed final settlement agreement, and shall request

authorization in writing from the claims handling agent to settle the claim.

SECTION 13. PAYMENT OF CLAIMS. All claims and losses against participating members shall be paid by the Trust as follows:

- (I) For each fiscal year, claims and losses within the coverage limits retained by the Trust as set forth in the Coverage Certificate shall be paid from and to the extent of the Trust assets for that fiscal year, plus any reserves available and authorized by the Board, including any letter of credit, line of credit, or other funding facility, if any, which may have been procured for the purpose of paying claims and losses within the coverage limits retained by the Trust.
- (II) For each fiscal year, claims and losses in excess of the coverage limits retained by the Trust shall be paid from and to the extent of the reinsurance or excess insurance coverage, if any, in effect for the Trust for that fiscal year, or from and to the extent of any line of credit, letter of credit or other funding facility, if any, which may be in effect to pay claims and losses in excess of the coverage limits retained by the Trust.
- (III) All deductible amounts and the amount of any claims and losses in excess of the coverage limits provided by the Trust shall be the sole obligation of and shall be paid by the participating member liable therefor.

SECTION 14. REIMBURSIBLE DEDUCTIBLE. In the event the Trust pays any deductible amount on behalf of a participating member, the participating member shall reimburse the Trust therefor within thirty (30) days of receipt of written notice from the Trust that such deductible amount has been paid by the Trust. If the deductible amount for which the participating member is liable is not paid to the Trust within (30) days from the date notice is received, the amount due shall be deemed delinquent and shall bear interest from the date of delinquency until paid at a rate equal to the highest annual rate at which any of the Trust's funds are invested on the date of delinquency.

SECTION 15. SUBROGATION. In the event of the payment of any claim or loss by the Trust under this Trust Agreement and the Coverage Certificate issued by the Trust, the Trust shall be subrogated to the extent of such payment to all the rights of the participating or former member against any person or other entity legally responsible for such claim or loss; and in that event, the participating or former member shall render all reasonable assistance, other than monetary contributions, to effect recovery. To the extent the Trust utilizes any line of credit, letter of credit or other funding facility to secure payment of or to pay any claim or loss, the Trust may assign its rights to subrogation to the financial institution which issued the line of credit, letter of credit or other funding facility.

SECTION 16. INSPECTION OF MEMBER'S FACILITIES AND RECORDS. The Board, the Trust Administrator, and any service agent of the Trust and any of their agents or employees shall be permitted at all reasonable times to inspect the real and personal property of the participating members and shall be permitted at all reasonable times and for a period of five (5) years after the termination of a member's participation in the Trust to examine the former member's books, records, vouchers, contracts and other documents of any and every kind which relate to the operation of the Trust and the former member's participation in the Trust.

SECTION 17. RISK MANAGEMENT. The Board or its designated service agent shall develop a risk management program and provide risk management services to the participating members designed to minimize liability and property damage risks and control losses. The participating members shall follow the general recommendations of the risk management program developed by the Board and its service agents and adopt the loss reduction and prevention procedures established by the Board. However, the

participating members shall remain solely responsible for all decisions concerning their safety programs and practices and may not rely upon evaluations and/or recommendations made by the Board or its service agents in making final decisions concerning safety programs and practices.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. LIABILITY OF PARTICIPATING MEMBERS. No member by reason of its participation in the Trust shall be liable to the Trust or to any other member, except for the payment of the annual and supplementary contributions established by the Board in accordance with this Trust Agreement and other Trust documents.

SECTION 20. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board are hereby incorporated by reference into and made a part of this Trust Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Trust Agreement.

SECTION 21. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between the KLCIS of each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 22. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

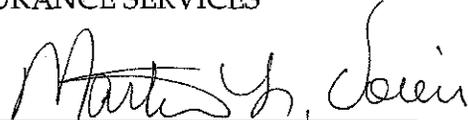
SECTION 23. SEVERABILITY. If any provision of this Trust Agreement is held to be in conflict with any applicable statute, rule of law or is otherwise held to be unenforceable, the invalidity of such provision shall not affect any or all of the remaining provisions of this Trust Agreement.

SECTION 24. AUTHORIZATION OF SIGNATURE PAGES. This Trust Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

MEMBER/CITY/AGENCY 5429

BY: 
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2018

DATE: _____

**Agenda Action Form
Paducah City Commission**

Meeting Date: June 26, 2018

Short Title: Service agreement from Jackson Purchase 2-Way Radio

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brent Stringer and Ed McManus

Presentation By: Ed McManus

Background Information:

Background Information: This service agreement between Jackson Purchase 2 Way Radio and the City of Paducah replaces the annual maintenance and support contract from Motorola. Our current radio infrastructure equipment housed at the 911 building is no longer supported by Motorola including our 911 phone system. JP-2 Way has agreed to continue to support our equipment on an annual basis with quarter payments of \$7020.00 for an annual cost of \$ 28,080.00 until our new equipment is in place. The cost will be split 50/50 between the radio infrastructure account and the 911 phone equipment account.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Communications Equipment
Account Number: 12000214 522060
20004001 522060


6/21/2018
Finance

Staff Recommendation: Approve municipal order for the service agreement between JP-2Way and the City of Paducah.

Attachments:

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF \$28,080.00 WITH JACKSON PURCHASE 2-WAY RADIO, INC. FOR FY2019

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Jackson Purchase 2-Way Radio, Inc. for services for the 800 MHz Smartnet radio system #3713, The Airbus telephone system, and Motorola Gold Elite dispatch console system. The Service Agreement with Jackson Purchase 2-Way Radio in the amount of \$28,080.00 shall expire June 30, 2019.

SECTION 2. This expenditure shall be split equally between the Communications Equipment Accounts 12000214 522060 and 20004001 522060.

SECTION 3. This Order will 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, June 26, 2018
Recorded by Tammara Sanderson, City Clerk, June 26, 2018
MO\contract-Jackson Purchase 2-Way Radio 18-19

Jackson Purchase 2 Way Radio, Inc.



MOTOROLA

1201 South Third Street
Paducah, KY 42003
Phone: (270) 443-5604, (800) 264-5604
Fax: (270) 443-6402
E-mail: shop@jp2way.com
Owner/President: Joey Watkins

Service Agreement for Paducah 911

Site location: City of Paducah, 911 Dispatch & Operations Facility
5th & Clark Street, Paducah Kentucky.

Service provider: Jackson Purchase 2-Way Radio Service, INC. (JP2WAY) of Paducah KY.

Agreement Summary:

The following is an explanation of agreed services to be rendered by Jackson Purchase 2-Way Radio Service, INC. for the City of Paducah 911's Motorola 800MHz Smartnet Radio System #3713, The Airbus telephone system, and the Motorola Gold Elite dispatch console system.

Scope of Agreement:

This agreement is limited to requests made by authorized personnel, or monitored alarm notifications of issues that impair the normal operations of radio system #3713, the Airbus phone system, or the Motorola Gold Elite dispatch consoles. Service calls from JP2WAY will be available 24 hours a day / 7 days per week and response times will be determined by severity of issue. Restoration of service, and repairs if needed, will be determined on a per case / best effort scenario. Also, the extent of the issue and the availability of replacement parts will be a major factor in restoring service in a timely manner. This agreement also includes one (1) annual On-Site Maintenance check of active / reserve System #3713 equipment to be performed during regular business hours. This agreement does not cover non-system #3713 equipment such as the building electrical system, HVAC, generator, building integrity, and other non-radio or dispatch system items. Any tower related work shall be sub contracted through JP2WAY. Any work to include climbing, light repair / replacement, antenna or cable repair / maintenance will be billed separately using current contractor rates.

Agreement rates as of June 1st, 2018:

In lieu of an hourly rate charged per call based upon time of day / day of week, this agreement serves as documentation that the sum of \$28,080.00 is to be paid to Jackson Purchase Two Way Radio Service, Inc. for compensation of any and all labor and travel expenses for service and repairs, excluding parts, under contract. This agreement shall be valid for 1 year from date of execution and can be automatically renewed annually. The sum of \$28,080.00 shall be paid in 4 quarterly installments of \$7020.00 through invoices received from JP2WAY.

Important notice:

It is important to understand that Motorola Smartnet is a legacy system. This means that Motorola factory support is no longer available. Repairs and/or replacement parts may be limited to availability

through Motorola and/or used equipment dealers. Many parts may become harder to, or even impossible to find, as time goes on.

Reserving System Components (Optional):

Components of the Paducah 911 Smartnet 800 MHz systems may, by direction of Paducah 911, be removed from active service.

The system normally operates with two site controllers, one active and one in hot standby mode, and eight repeater stations that automatically switch in the event of an active controller failure. By disconnecting this hot switch-over feature, this may help to reduce losses from AC power/generator surges or lightning damage.

One MTC3600 controller, five Quantar stations, two data broadcasting boxes, and the 800MHz antenna system remain in service. The second MTC3600 controller, the three remaining Quantar stations, and the two remaining data broadcast boxes can be disconnected and powered down to provide either a non powered backup system, or, swappable parts to resolve active system issues.

800 MHz Antenna System:

The 800MHz antenna system and tower are the life line of system operation. Other 2-way stations located on site, including the ICALL/ITAC stations, are connected to the antenna system and would be impacted in case of an antenna system problem. Best effort will be made to resolve any antenna related issues.

Paducah 911 will be contacted in the event of antenna system problems that require an official directive, authorization for purchase(s), and labor costs to repair. A tower maintenance/erection company would need to be contracted to resolve tower, antenna systems, or other associated contractor required issues that relate to, or, are outside of the communications building.

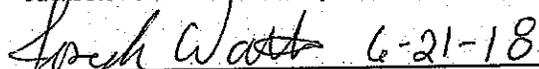
Major System Extended Outage or Damage:

Best effort will always be made to restore the Paducah 911 radio system to active service as soon as possible if issues arise. However, if for any reason that service cannot be restored to normal operation as the result of fire, theft, manmade or natural disaster, or any other reason, a backup plan should be in place. It is recommended that an immediate alternative plan of dispatch and unit to unit communications be in place in case of an outage whether short or long term.

Disclaimer:

Jackson Purchase 2-Way Radio Service, INC. is neither responsible nor liable for any incidents, accidents, deaths, or injuries as a result of normal system operations, failures, and any problems encountered during communications, during attempts or disruptions of communications, or any alternate, emergency, or backup communication systems or plans.

Jackson Purchase Two Way Radio Service, INC.


Joseph Watkins, President

City of Paducah E911

Mayor, City of Paducah

**AGENDA ACTION FORM
PADUCAH CITY COMMISSION**

Meeting Date: June 12, 2018

Short Title: APPROVAL OF THE SALE AND TRANSFER BY PADUCAH WATER OF THE SURPLUS REAL PROPERTY KNOWN AS THE HENDRON WELL PROPERTY.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jason Petersen/Bill Robertson
Presentation By: Jason Petersen- Paducah Water

Background Information:

Paducah Water has declared this real property of the old Hendron Water System as surplus property. The Board of Commissioners of the City of Paducah by Municipal Order No. 2073 authorized a public auction of the surplus property. The absolute auction was conducted by Robert Alexander Real Estate and Auction Company of Paducah, Kentucky on April 19, 2018. Howerton Properties, LLC, was the highest bidder offering to pay \$2,750.00 per acre, with 63.052 acres, plus buyer's premium of \$17,339.30 for a total consideration amount of \$190,732.30. Paducah Water is now desirous of obtaining approval for the sale and transfer to Howerton Properties, LLC, for the consideration of \$190,732.30; and the authorization for the Mayor to execute a general warranty deed conveying same as outlined in the proposed deed.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Finance
Account Number:

Staff Recommendation:

Approval of the transfer of the real property and execution of general warranty deed to the highest bidder, Howerton Properties, LLC.

Attachments:

Proposed quitclaim deed

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

ORDINANCE NO. 2018-_____**AN ORDINANCE APPROVING THE SALE AND TRANSFER OF
MUNICIPALLY OWNED SURPLUS REAL PROPERTY
LOCATED NEAR THE INTERSECTION OF OLD MAYFIELD
ROAD AND HOUSER ROAD; AND AUTHORIZING THE
EXECUTION OF A GENERAL WARRANTY DEED**

WHEREAS, certain real property generally located at the intersection of Old Mayfield Road and Houser Road, Paducah, Kentucky, and known as the Hendron Well property which real property was originally purchased by Hendron Water District and subsequently conveyed to the City of Paducah, Kentucky, for the use and benefit of the Commissioners of WaterWorks of the City of Paducah, DBA Paducah Water (“Paducah Water”) on July 18, 2012, in Deed Book 1234, page 467, McCracken County Court Clerk’s office; and

WHEREAS, the subject property is located in McCracken County, Kentucky and is more particularly described in the attached **Exhibit A** (the “Property”); and

WHEREAS, on February 27, 2018, the Board of Commissioners of the City adopted a Municipal Order No. 2073 declaring the Property to be surplus and authorizing the sale of the Property at public auction;

WHEREAS, Paducah Water retained the services Robert Alexander Real Estate and Auction Company of Paducah, Kentucky and on April 19, 2018, the Property was sold to, Howerton Properties, LLC, a Kentucky limited liability company, as the highest bidder for the consideration of two thousand seven hundred fifty dollars (\$2,750.00) per acre; and

WHEREAS, by Resolution dated May 30, 2018, (see attached **Exhibit B**) Paducah Water desires to accept the bid of Howerton Properties, LLC, and further recommends to the City of

Paducah, Kentucky that it approve and authorize the sale of the Property to Howerton Properties, LLC, for the sum of \$173,393.00 (\$2,750.00 x 63.052 acres) plus buyer's premium of \$17,339.30 for a total consideration amount of \$190,732.30; and

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

Section 1. Recitals and Authorizations. The Board of Commissioners hereby approves the sale and transfer of the Property to Howerton Properties, LLC, a Kentucky limited liability company, for the total consideration of \$190,732.30, and further authorizes that the sum of \$173,393.00 of the sale proceeds be deposited into the general fund account of Paducah Water and \$17,339.30 be paid to Robert Alexander Real Estate and Auction Company of Paducah, Kentucky, as the buyer's premium.

Section 2. Recitals and Authorizations. That the Mayor of the City of Paducah, Kentucky for the use and benefit of the Commissioners of Waterworks of the City of Paducah, DBA Paducah Water, be and is hereby authorized to execute and deliver a general warranty deed vesting fee title in and to the Property in Howerton Properties, LLC, a Kentucky limited liability company, and all other documentation necessary to effectuate the sale and transfer of the Property.

Section 3. 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 4. 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 the City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 5. 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 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor Brandi Harless

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners June 12, 2018

Adopted by the Board of Commissioners _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by *The Paducah Sun*, _____

Ord\pww-old mayfield road surplus property 2018

Ordinance by Denton Law Firm

EXHIBIT A

LEGAL DESCRIPTION

OF

The Property containing 63.052 ACRES

Lying on the Easterly side of Old Mayfield Road (Kentucky Highway 994) and being part of the Hendron Water District property recorded in Deed Book 644, page 808, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a point in the Easterly right-of-way line of Old Mayfield Road at its intersection with the center of Champion Creek, said point being N 84°44'23" E 85.96 feet from a point in a concrete bridge over Champion Creek that is 41.77 feet from the North edge of said Concrete Bridge and 44.42 feet from a point at the South edge of said bridge that is approximately 532 feet as measured Northwestwardly along the centerline of said Old Mayfield Road from its intersection with the centerline of Old Houser Road; THENCE FROM SAID POINT OF BEGINNING N 24°29'34" W with the Easterly right-of-way line of said Old Mayfield Road and passing a ½" rebar with cap set at 56.00 feet as witness corner for a total distance of 270.20 feet to a ½" rebar with cap no. 2105 set at a point opposite and 60 feet Northeastwardly therefrom centerline station 34+00; thence N 10°19'37" W and continuing with said Easterly right-of-way line to Old Mayfield Road 243.75 feet to an existing 4" x 4" concrete monument with cap no. 1682 at the Southwest corner of the Matthew and Jarrett Leigh White property per Deed Book 1357, page 140; thence S 85°57'05" E with the South line of said White property 1,055.02 feet to an existing ½" rebar with cap no. 1682 at the Southeast corner thereof; thence N 3°48'38" E with the East line of said White property 404.49 feet to an existing ½" rebar with cap no. 1955; thence N 11°35'41" E and continuing with the East line of said White property 101.79 feet to an existing iron spike with tee post at the Northeast corner thereof and at the Southeast corner of the James L. Boone property per Deed Book 1277, page 691; thence N 10°54'35" E with the East line of said Boone property 101.42 feet to a ½" rebar with cap no. 2105 set at the Northeast corner thereof and Southeast corner of the Karla and Garrette Wooley property per Deed Book 873, page 744; thence N 10°31'18" E with the East line of said Wooley property 157.90 feet to an existing ½" rebar with cap no. 1955 at a corner in the Southerly line of the Royce and Ruth Mason property per Deed Book 422, page 33; thence N 89°22'58" E with the Southerly line of said Mason property 537.89 feet to an existing 4" x 4" concrete monument at the Southeast corner of said Mason property per Deed Book 422, page 33; thence N 5°30'33" E with the East line of said Mason property and the East line of The Isabel Stearns property per Deed Book 1356, page 113 a distance of 433.16 feet to an existing 4" x 4" concrete monument at the Southwest corner of Lot 1 to Hartfords' Rosewood Estate's; recorded in Plat Section "G" Page 238; thence S 81°03'15" E with the South line of said Lot 1 and the South line of Lot 2 per said Plat Section "G", page 238 and passing a ½" rebar at 300.0 feet at the Southeast corner of said Lot 1 for a total distance of 499.81 feet to an existing ½" rebar at the Southeast corner of said Lot 2; thence S 81°09'18" E with the South line of lots 3 and 4 to said Hartfords' Rosewood Estate's per Plat Section "G", page 238 a distance of 575.24 feet to an existing 4" x 4" concrete monument at the Southeast corner of said Lot 4; thence S 4°22'18" W 190.14 feet to an existing ½" rebar at a corner in the West line of the John and Cindy Davis property per Deed Book 962, page 757; thence Southwardly with the West line of said Davis property for the following 3 calls; S 4°22'06" W 771.94 feet to an existing 4" x 4" concrete monument; thence S 1°10'20" W 375.52 feet to an existing ½" rebar with cap no. 2105; and S 5°21'42" E and passing a ½" rebar with cap no. 2105 set at 111.53 feet for a total distance of 141.53 feet to a point in Champion Creek at the Southwest corner

of said Davis property per Deed Book 962, page 757; thence Westwardly with the centerline meanders of said Champion Creek for the following 12 calls: N 66°59'42" W 414.62 feet to a point; S 82°06'50" W 558.21 feet to a point; S 83°25'34" W 333.49 feet to a point; S 88°32'44" W 152.72 feet to a point; S 73°47'29" W 355.18 feet to a point; N 86°47'11" W 197.43 feet to a point; S 64°04'29" W 42.95 feet to a point; S 88°02'00" W 90.66 feet to a point; N 69°12'09" W 120.51 feet to a point; N 84°06'16" W 132.27 feet to a point; N 77°26'40" W 219.40 feet to a point; and S 84°44'23" W 21.63 feet to the Point of Beginning and containing 63.052 Acres as shown on "Plat of Survey for Paducah Water" prepared by Shawnee Professional Services dated May 29, 2018.

The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 29th day of May, 2018 and is correct to the best of my knowledge and belief.

Exhibit B

Paducah Water Resolution

See attached.

**RESOLUTION OF THE COMMISSIONERS OF WATERWORKS OF THE CITY OF
PADUCAH REQUESTING THE BOARD OF COMMISSIONERS OF THE CITY APPROVE
THE SALE OF REAL PROPERTY LOCATED NEAR THE INTERSECTION OF OLD
MAYFIELD ROAD AND HOUSER ROAD**

WHEREAS the Commissioners of Waterworks declared real property located near the intersection of Old Mayfield Road and Houser Road in Paducah, Kentucky, to be surplus on January 31, 2018, and;

WHEREAS, a description of said property is attached hereto, and;

WHEREAS the Board of Commissioners of the City adopted a Municipal Order No. 2073 on February 27, 2018, declaring said property to be surplus and authorized the sale of such property at public auction, and;

WHEREAS the General Manager entered into a Real Estate Auction Contract with Robert Alexander Real Estate and Auction Company of Paducah, Kentucky, on March 8, 2018, for the sale of said property at absolute public auction, and;

WHEREAS a public auction was held on April 19, 2018, at the office of Robert Alexander Real Estate and Auction Company, located at 4000 Olivet Church Road, Paducah, Kentucky, and;

WHEREAS the auction concluded with a high bid in the amount of two thousand seven hundred fifty dollars (\$2,750) per acre for a total sale price of one hundred seventy thousand five hundred dollars (\$170,500) and;

WHEREAS the Commissioners of Waterworks approved a resolution requesting the Board of Commissioners of the City approve the sale of said property on April 25, 2018, and;

WHEREAS subsequent to that resolution, a boundary survey was performed at the request of the Purchaser and approved by the Seller, and total acreage of said property was precisely determined to be 63.052 acres, and;

WHEREAS the total recomputed sale price for 63.052 acres as determined by boundary survey at the high bid amount of two thousand seven hundred fifty dollars (\$2,750.00) per acre is therefore one hundred seventy three thousand three hundred ninety three dollars (\$173,393.00).

NOW THEREFORE, BE IT RESOLVED, the Commissioners of Waterworks declare it would be in the best public interest to accept the high bid amount of one hundred seventy three thousand three hundred ninety three dollars (\$173,393.00), resulting from the public auction, and;

BE IT FURTHER RESOLVED that the Board of Commissioners of the City of Paducah, Kentucky are hereby requested to authorize the Commissioners of Waterworks to approve the sale of said real property and direct the Mayor and City Clerk to execute the necessary Deeds of Conveyance to effectuate the sale of the aforesaid real property.

Adopted this the 30TH day of MAY, 2018.

COMMISSIONERS OF WATERWORKS

By W. E. Barker

Chair

Attest: W. D. Chalkley

Secretary

DEED OF CONVEYANCE

THIS DEED made and entered into this the _____ day of June, 2018, by and between CITY OF PADUCAH, KENTUCKY FOR THE USE AND BENEFIT OF THE COMMISSIONERS OF WATERWORKS, DBA PADUCAH WATER, a municipal corporation of the Home Rule class, duly organized and existing under the laws of the Commonwealth of Kentucky, of P.O. Box 2377, Paducah, Kentucky 42002-2377, hereinafter called Grantor, and HOWERTON PROPERTIES, LLC, a Kentucky limited liability company, of P O Box 194, Paducah, KY 42002-0194, hereinafter called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$190,732.30, cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Being the same property conveyed to The City of Paducah, Kentucky for the use and benefit of the Commissioners of Water Works for the City of Paducah, Kentucky d/b/a Paducah Water, a municipal corporation, by deed dated July 18, 2012, and recorded in Deed Book 1234, page 467, in the McCracken County Court Clerk's Office.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining, unto Grantee, its successors and assigns forever,

with Covenant of General Warranty, except easements, covenants and restrictions of record.

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

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

GRANTOR:

GRANTEE:

CITY OF PADUCAH, KENTUCKY, FOR
THE USE AND BENEFIT OF THE
COMMISSIONERS OF WATERWORKS
OF THE CITY OF PADUCAH,
DBA PADUCAH WATER,

HOWERTON PROPERTIES, LLC

By: _____
BRANDI HARLESS, MAYOR

By: _____
J. WILLIAM HOWERTON,
SOLE MEMBER

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn and acknowledged before me this ____ day of June, 2018, by Brandi Harless, Mayor, of the City of Paducah, Kentucky for the use and benefit of the Commissioners of WaterWorks of the City of Paducah, dba Paducah Water, a municipal corporation of the Home Rule class, duly organized and existing under the laws of the Commonwealth of Kentucky, on behalf of the municipal entity, Grantor.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE
Notary ID # _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this ____ day of June, 2018, by J. William Howerton, sole member, of Howerton Properties, LLC, a Kentucky limited liability company, on behalf of said company, Grantee.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE

Notary ID # _____

This instrument prepared by:

DENTON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
212473

Send current year tax bill to:
Howerton Properties, LLC
P O Box 194
Paducah, KY 42002-0194

EXHIBIT A

LEGAL DESCRIPTION

OF

The Property containing 63.052 ACRES

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The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 29th day of May, 2018 and is correct to the best of my knowledge and belief.

Agenda Action Form Paducah City Commission

Meeting Date: June 12, 2018

Short Title: General Obligation Bonds (GOB) 2018A, E911 Equipment & Riverfront; and, GOB 2018B, refinancing KLC GOBs 2003 (2015A1) and 2009 (2016A1)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information:

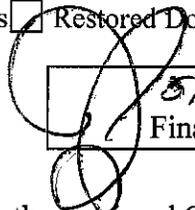
The GOB 2018A proceeds for \$2.91 million will be applied to the following project: a) Riverfront project, \$1.1 million; and, b) E911 Equipment project, \$1.7 million.

The GOB 2018B proceeds will be used to refinance the variable interest rate KLC GOBs 2003 (2015A1) and 2009 (2016A1) and 'lock in' a fix rate of interest.

The sale date for GOB 2018A and GOB 2018B is set for July 9, 2018. Bank closing is scheduled for late July 2018. The GOB 2018B amortization schedule will closely reflect the former KLC 2003 and 2009 payment schedules.

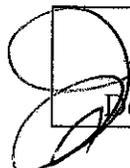
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: GOB proceeds
Account Number: Bond Fund


5/31/2018
Finance

Staff Recommendation: That the Mayor & Commission approve the proposed GOBs 2018A and GOB 2018B authorization.

Attachments:

| | | |
|---|------------|--|
|  5/31/2018 Department Head | City Clerk |  City Manager |
|---|------------|--|

ORDINANCE NO. 2018-__ -__

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF (I) CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2018A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$2,910,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2018A BONDS BY UP TO \$290,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE CONSTRUCTION OF RIVERFRONT IMPROVEMENTS AND THE ACQUISITION OF 911 EQUIPMENT, AND (II) CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018B IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$2,845,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2018B BONDS BY UP TO \$285,000) FOR THE PURPOSE OF CURRENTLY REFUNDING A GENERAL OBLIGATION LEASE AGREEMENT DATED MARCH 2, 2009 BETWEEN THE CITY AND THE KENTUCKY LEAGUE OF CITIES FUNDING TRUST AND A LEASE AGREEMENT DATED JULY 1, 2003 BETWEEN THE CITY AND THE KENTUCKY LEAGUE OF CITIES FUNDING TRUST, THE PROCEEDS OF WHICH IN TURN FUNDED THE COSTS OF VARIOUS PUBLIC IMPROVEMENTS WITHIN THE CITY; APPROVING THE FORMS OF BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING BOND PAYMENT FUNDS; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASERS FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the City of Paducah, Kentucky (the "City") has determined and does hereby confirm that it is a public purpose of the City to acquire, construct and install improvements to the City's riverfront and to acquire and install 911 equipment (collectively, the "2018 Project") for the well-being and benefit of the citizens of the City; and

WHEREAS, the City heretofore entered into a General Obligation Lease dated March 2, 2009, as amended (the "2009 Lease") with the Kentucky League of Cities Funding Trust and a Lease Agreement dated as of July 1, 2003, as amended (the "2003 Lease") with the Kentucky League of Cities Funding Trust, the proceeds of which were used to finance various public

improvements in the City, including (i) improvements to the City's floodwall, (ii) the construction of parking lots and related infrastructure at the Four Rivers Center, (iii) structural improvements and installation of an HVAC system at the City Building, (iv) the installation of an HVA system and related construction at the City's Police Building (v) playground equipment and restroom and shelter renovations at Kolb Park, (vi) basketball court and sprayground improvements as well as restroom renovations at Blackburn Park, (vii) trail development at Perkins Creek Nature Preserve and (viii) new restrooms and shelters and playground renovations at Noble Park (collectively, the "Prior Projects, " and together with the 2018 Project, the "Projects"), all for the well-being and benefit of the citizens of the City; and

WHEREAS, the City has determined that the present conditions of the municipal market are such that it is advantageous and in the best interests of the City for the City to currently refund the 2009 Lease and 2003 Lease in order to achieve expected future debt service savings for the City; and

WHEREAS, in order to achieve the foregoing objectives of the City, the City has determined and does hereby confirm that it is necessary and desirable at this time for the City to proceed with the issuance of (i) its General Obligation Bonds, Series 2018A in the approximate principal amount of \$2,910,000 (which amount may be increased or decreased by up to \$290,000) (the "Series 2018A Bonds") to finance the 2018 Project and (ii) its General Obligation Refunding Bonds, Series 2018B in in the approximate principal amount of \$2,845,000 (which amount may be increased or decreased by up to \$285,000) (the "Series 2018B Bonds," and together with the Series 2018A Bonds, the "Bonds") to currently refund the 2003 Lease and 2009 Lease; and

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the "General Obligation Act") and Sections 58.010 et. seq. of the Kentucky Revised Statutes, as amended (the "Public Project Act"), a city may issue bonds, subject to the requirements of the General Obligation Act and/or Public Project Act, to pay all or any portion of the costs of financing or refinancing any public project to the extent that such city is authorized to cause the acquisition, construction, installation and equipping thereof; and

WHEREAS, the City desires to cause the Projects to be financed and refinanced through the issuance of the Bonds to be sold and awarded to the successful bidder or bidders (the "Purchasers") at public, competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended.

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

Section 1 -- Necessity, Authorization and Purpose. The City hereby declares that it is desirable and necessary to issue, and hereby authorizes the issuance, of its General Obligation Bonds, Series 2018A, in the aggregate principal amount of \$2,910,000, subject to a permitted adjustment (the "Series 2018A Permitted Adjustment") increasing or decreasing the principal amount of Series 2018A Bonds awarded to the purchasers thereof by up to \$290,000, for the purpose of (i) paying the costs of the 2018A Project and (ii) paying the costs of issuance of the Series 2018A Bonds.

The City hereby further declares that it is desirable and necessary to issue, and hereby authorizes the issuance, of its General Obligation Refunding Bonds, Series 2018B, in the aggregate principal amount of \$2,910,000, subject to a permitted adjustment (the "Series 2018B Permitted Adjustment," and together with the Series A Permitted Adjustment, the "Permitted

Adjustments") increasing or decreasing the principal amount of Series 2018B Bonds awarded to the purchasers thereof by up to \$290,000, for the purpose of (i) paying the costs of the 2018B Project and (ii) paying the costs of issuance of the Series 2018B Bonds.

The exact principal amount of Series 2018A Bonds and Series 2018B Bonds to be issued shall be established in the Certificate of Award (as hereinafter defined).

Section 2 – Form of Bonds. The Series 2018A Bonds shall be issued as fully registered Bonds, shall be designated "General Obligation Bonds, Series 2018A", shall each express upon their face the purpose for which they are issued, that they are issued under the Act and shall be substantially in the form set forth in Annex A. The Series 2018B Bonds shall be issued as fully registered Bonds, shall be designated "General Obligation Refunding Bonds, Series 2018B", shall each express upon their face the purpose for which they are issued, that they are issued under the Act and shall be substantially in the form set forth in Annex B.

The Bonds shall be in denominations as requested by the Purchasers, which shall be in integral multiples of five thousand dollars (\$5,000). The Bonds shall each be dated their date of initial issuance and delivery, or such other date as is determined in a certificate of award accepting the bids of the Purchasers (the "Certificate of Award") to be executed by the Mayor, the City Manager or the Finance Director of the City on the date of the sale of the Bonds.

Interest on the Bonds shall be payable each February 1 and August 1 (an "Interest Payment Date"), commencing February 1, 2019, at the stated interest rate or rates on the principal amounts thereof, calculated on the basis of a 360 day year with 30 day months.

The Series 2018A Bonds shall be serial or term Bonds maturing or subject to mandatory sinking fund redemption on August 1, 2019 and each August 1 thereafter in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the

Series 2018A Bonds based on the interest rates set forth in the successful bid for the Series 2018A Bonds the ("Series 2018A Bid") and the provisions of this Section 2, provided that the final maturity date of the Series 2018A Bonds shall be as set forth in the Certificate of Award but shall be no later than August 1, 2033.

The Series 2018B Bonds shall be serial or term Bonds maturing or subject to mandatory sinking fund redemption on February 1, 2019 and each August 1 thereafter in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Series 2018B Bonds based on the interest rates set forth in the successful bid for the Series 2018B Bonds (the "Series 2018B Bid," and together with the Series 2018A Bid, the "Bids") and the provisions of this Section 2, provided that the final maturity date of the Series 2018B Bonds shall be as set forth in the Certificate of Award but shall be no later than August 1, 2028.

The interest rate or rates on the Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Series 2018A Bonds shall not exceed six percent (6.0%), and the aggregate net interest cost of the Series 2018B Bonds shall not exceed five percent (5.0%).

The Bonds issued as term Bonds shall be subject to mandatory sinking fund redemption on the dates, in the years and in the amounts as set forth in the Certificate of Award.

The Series 2018A Bonds shall be subject to optional redemption prior to their maturity on any date on or after August 1, 2028, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election of the City upon 35 days' written notice to U.S. Bank National Association, Louisville, Kentucky, the paying agent and registrar designated for the Bonds (the "Paying Agent and Registrar") at a redemption price

equal to the par amount thereof, plus accrued interest to the date of redemption. The Series 2018B Bonds shall not be subject to optional redemption prior to their maturity.

At least thirty (30) days before the optional or mandatory sinking fund redemption date of any Bonds, the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series, number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

The Bonds may be issued in book-entry-only form through the services of the Depository Trust Company ("DTC"). If the City determines to issue the Bonds in book-entry-only form the Designated Officers (hereinafter defined) are authorized to execute all documents necessary to accomplish such form of issuance.

Section 3 -- Execution and Delivery. The Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution or municipal order are referred to as "Designated Officers") and shall have the seal of the City or a facsimile thereof affixed thereto. Additionally, the Bonds shall bear the manual authenticating signature of the Paying Agent and Registrar. The Designated Officers are further authorized and directed to deliver the Bonds to the Purchasers, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids for the Bonds, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Bonds.

The City authorizes and directs the Paying Agent and Registrar to authenticate the Bonds and to deliver the Bonds to the Purchasers upon payment of the purchase price thereof.

Section 4 -- Payment. Payment of or on account of the interest on and principal of the Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and

Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 5 -- Filing. The Designated Officers are hereby authorized to undertake and cause all filings which may be required by law to be filed by the City with respect to the Bonds, including, but not limited to, the filing with the State Local Debt Officer required by law.

Section 6 -- Bond Payment Fund; Payment of Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as General Obligation Bonds, Series 2018A Bond Payment Fund (the "2018A Bond Payment Fund"), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the sinking fund (the "Sinking Fund") established pursuant to Ordinance No. 2001-5-6353 adopted by the City (the "2001 General Obligation Ordinance"), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2018A Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the 2018A Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Series 2018A Bonds to the registered owner of the same.

There is hereby further established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as General Obligation Refunding Bonds, Series 2018B Bond Payment Fund (the "2018B Bond Payment Fund," and together with the 2018A Bond Payment Fund, the "Bond Payment Funds"), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the Sinking Fund on or before the twenty-fifth day of each month which precedes an Interest Payment Date,

the amount required to pay principal of and interest due on the Series 2018B Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the 2018B Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Series 2018B Bonds to the registered owner of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Bonds.

If the City shall fail or refuse to make any required deposit in the Bond Payment Funds from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Bonds or its assignee, and shall disburse all funds so collected to the owners of the Bonds as payment of the Bonds.

Section 7 -- General Obligation. The Bonds shall be full general obligations of the City and, for the payment of said Bonds, and the interest thereon, the full faith, credit and revenue of the City are hereby pledged for the prompt payment thereof. During the period the Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general

purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Bonds, and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 8 -- Maintenance of Sinking Fund. The Sinking Fund heretofore established by the City is hereby ordered to be continued and maintained as long as any of the Bonds shall remain outstanding. The funds derived from the tax levy required by Section 7 hereof or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and Tax-Supported Leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bond Payment Funds at the times and in the amounts required by Section 6 hereof.

Section 9 -- Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of and the interest rate or rates on the Bonds to be established in accordance with the requirements of Sections 1 and 2 hereof by adoption of the Certificate of Award. Each of the Mayor, City Manager and Finance Director of the City is hereby authorized to execute the Certificate of Award establishing the terms of the Bonds described herein without any further action by the City Commission.

Section 10 -- Bonds Registered Owners; Transfer; Exchange. As long as the Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall

maintain an office for the Registration of such Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the applicable Bonds and shall be entitled to all rights and security of the owner of the Bonds hereunder.

Upon surrender for registration of transfer of Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Bonds of the same series of any authorized denomination and of a like tenor and effect.

All Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Bonds of the same series of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 11 -- Disposition of Proceeds of Bonds. The proceeds of the sale of the Series 2018A Bonds shall be deposited, together with other available funds of the City, as follows: (a) accrued interest and rounding amount, if any, shall be deposited to the 2018A Bond Payment Fund created in Section 6 hereof; (b) an amount sufficient to pay the costs of issuing the Series 2018A Bonds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the "City of Paducah, Kentucky General Obligation Bonds, Series 2018A Cost of Issuance Fund" (the "Series A Cost of Issuance Fund"); and (c) the remainder of the proceeds shall be deposited to a special construction fund (the "City of Paducah 2018A Construction Fund") to be held by the construction fund depository designated in the Certificate of Award (the "2018A Construction Fund Depository") and used for the acquisition, construction, installation and equipping of the 2018A Project.

The proceeds of the sale of the Series 2018B Bonds shall be deposited, together with other available funds of the City, as follows: (a) accrued interest and rounding amount, if any, shall be deposited to the 2018B Bond Payment Fund created in Section 6 hereof; (b) an amount sufficient to pay the costs of issuing the Series 2018B Bonds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the "City of Paducah, Kentucky General Obligation Bonds, Series 2018B Cost of Issuance Fund" (the "Series B Cost of Issuance Fund"); and (c) the remainder of the proceeds, together with any other available funds of the City, shall be applied to retire and redeem the 2003 Lease and 2009 Lease within ninety days of the issuance of the Bonds and shall be remitted to the Kentucky League of Cities Funding Trust, or its designee, on the dates and in the times necessary to accomplish the current refunding of the 2003 Lease and 2009 Lease in accordance with instructions to be provided by the Kentucky League of Cities Funding Trust.

Section 12 -- Further Actions. In connection with the undertaking and implementation by the City of the plan of financing herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable or appropriate actions to effect such plan of financing, including executing and delivering financial advisory services agreements with the City's financial advisor, J.J.B. Hilliard, W.L. Lyons LLC.

Section 13 -- Designation of Bonds. The City designates each of the Series 2018A Bonds and Series 2018B Bonds as "qualified tax-exempt obligations" for the purposes set forth in § 265(b)(3) of the Internal Revenue Code of 1986, as amended. The City does not anticipate issuing more than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2018.

Section 14 -- Discharge of Bond Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements and other obligations of the City hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 15 -- Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 16 -- Inconsistent Actions. All prior ordinances, resolutions, orders or parts thereof inconsistent herewith are hereby repealed.

Section 17 -- Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 18 -- Effective Date. This Bond Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND PUBLICLY READ ON FIRST READING on the 12th day of June, 2018.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this the 26th day of June, 2018.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

Introduced by the Board of Commissioners, June 12, 2018

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\finance\bond-2018A & 2018B – Riverfront, E911 & KLC Refinance

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct and complete copy of a Bond Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on the 26th day of June, 2018, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of said City as of the ____ day of _____, 2018.

City Clerk

[SEAL]

ANNEX A

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION BOND, SERIES 2018A

No. RA-1 \$ _____

BOND DATE: July __, 2018

MATURITY DATE: August 1, _____

INTEREST RATE: _____ %

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the "City"), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each February 1 and August 1, commencing February 1, 2019, at the Interest Rate per annum identified above, calculated on the basis of a 360 day year with 30 day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the designated corporate trust office of U.S. Bank National Association, Louisville, Kentucky, or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Bond is one of an issue of Bonds of like tenor and effect, except as to denomination and maturity, numbered from RA-1 upward, inclusive, of the denomination of \$5,000 or any integral multiple thereof originally aggregating _____

dollars (\$_____) in principal amount, issued for the purpose of (i) financing the costs of the construction of riverfront improvements and the acquisition of 911 equipment (collectively, the "Project") and (ii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on the 26th day of June, 2018 (the "Bond Ordinance") upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit and revenue of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE CITY.

The Bonds mature on the 1st day of August of the following years, in the respective principal amounts and bear interest at the following rates of interest:

| <u>Maturity Date</u> | <u>Amount</u> | <u>Interest Rate Per Annum</u> |
|----------------------|---------------|------------------------------------|
| August 1, 2019 | | |
| August 1, 2020 | | |
| August 1, 2021 | | |
| August 1, 2022 | | |
| August 1, 2023 | | |
| August 1, 2024 | | |
| August 1, 2025 | | |
| August 1, 2026 | | |
| August 1, 2027 | | |
| August 1, 2028 | | |
| August 1, 2029 | | |
| August 1, 2030 | | |
| August 1, 2031 | | |
| August 1, 2032 | | |
| August 1, 2033 | | |

The Bonds maturing on or after August 1, 2029 shall be subject to optional redemption prior to their maturity on any date on or after August 1, 2028, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election of the City upon 35 days' written notice to the Paying Agent and Registrar at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty (30) days before the redemption date of any Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at

their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

(SEAL)

Attest:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Signature
U.S. Bank National Association
Paying Agent and Registrar

Date of Authentication: _____

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and
address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the _____
_____ or its successor as Bond Paying Agent and Registrar to transfer the said
Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ANNEX B

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION REFUNDING BOND, SERIES 2018B

No. RB-1 \$ _____

BOND DATE: July __, 2018

MATURITY DATE: [February 1, ____][August 1, ____]

INTEREST RATE: _____ %

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the "City"), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each February 1 and August 1, commencing February 1, 2019, at the Interest Rate per annum identified above, calculated on the basis of a 360 day year with 30 day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the designated corporate trust office of U.S. Bank National Association, Louisville, Kentucky, or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Bond is one of an issue of Bonds of like tenor and effect, except as to denomination and maturity, numbered from RB-1 upward, inclusive, of the denomination of \$5,000 or any integral multiple thereof originally aggregating _____

dollars (\$ _____) in principal amount, issued for the purpose of currently refunding certain prior obligations of the City, the proceeds of which in turn financed the acquisition, construction, installation and equipping of various public improvements in the City (the "Projects") and (ii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on the 26th day of June, 2018 (the "Bond Ordinance") upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit and revenue of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE CITY.

The Bonds mature on the dates, in the years, in the respective principal amounts and bear interest at the rates of interest as follows:

| <u>Maturity Date</u> | <u>Amount</u> | <u>Interest Rate Per Annum</u> |
|----------------------|---------------|------------------------------------|
| February 1, 2019 | | |
| August 1, 2019 | | |
| August 1, 2020 | | |
| August 1, 2021 | | |
| August 1, 2022 | | |
| August 1, 2023 | | |
| August 1, 2024 | | |
| August 1, 2025 | | |
| August 1, 2026 | | |
| August 1, 2027 | | |
| August 1, 2028 | | |

The Bonds are not subject to optional redemption prior to their maturities.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty (30) days before the redemption date of any Bonds subject to mandatory sinking fund redemption the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

(SEAL)

Attest:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Signature
U.S. Bank National Association
Paying Agent and Registrar

Date of Authentication: _____

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and
address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Bond Paying Agent and Registrar to transfer the said

Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

12944696v2

Agenda Action Form Paducah City Commission

Meeting Date: June 12, 2018

Short Title: City of Paducah, Kentucky's Fiscal Year 2018-2019 Budget

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: JPerkins, AHerndon, SYoung, EMidkiff, HRushing & CCole
Presentation By: Mark Thompson, Jonathan Perkins

Background Information:

The FY2019 budget ordinance adopts the plan for revenues and expenditures for the City of Paducah, Kentucky for the fiscal year ending June 30, 2019.

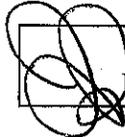
All changes directed by the City Commission on May 23, 2018, have been incorporated into the budget document and are contained within this proposed ordinance.

Administrative policy language changes worth noting:

- a) Increased the 'undesignated cash balance minimum' for the General, Investment, and Solid Waste Funds from 10% to 12%; and the Debt Service 'minimum undesignated cash balance' is set at \$800,000;
- b) Unanticipated revenues throughout the fiscal year may be offset by increased appropriations;
- c) Department directors are responsible for keeping their respective departmental appropriations positive; and,
- d) Vehicles in the City's Fleet Lease Trust Fund are owned by the Trust Fund and are only leased to the respective departments.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

 6/6/2018
Finance

Staff Recommendation:

Approve the FY2019 Budget Ordinance

Attachments:

FY2019 Budget Ordinance

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

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

WHEREAS, an Annual Operating Budget proposal has been prepared and delivered to the Board of Commissioners of the City of Paducah, KY; and,

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2019.

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

Section 1: The Annual Operating Budget for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2: The balance of all capital construction, renovation, improvement projects and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019.

Section 3: The City does hereby adopt the following financial management policies:

- A. The General Fund's minimum undesignated cash balance shall be 12% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 12% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 12% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$800,000.
- B. The City Manager or designee is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Exhibit Number 1.
- C. Appropriations designated as Commission contingency shall be obligated upon approval by the City Commission by municipal order.
- D. Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager or his designee; however, the Board of Commissioners shall be notified five calendar days prior to obligation of the proposed expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager shall bring expenditure before the Commission for approval by municipal order, or not proceed.
- E. City Manager or designee shall assure that recurring revenues and resources are greater than or equal to recurring expenditures. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.
- F. The City Manager or designee has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation. Department Directors shall be responsible for keeping all appropriated accounts within their respective departments positive.
- G. As vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All rolling stock is owned by the City's Fleet Lease Trust Fund, and leased to respective departments for use.
- H. The City will maintain a self-insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.
- I. The City will continue to maintain the Appointive Employees Pension Fund (AEPF) in a fully funded status through sound financial management and/or annual General Fund transfers as designated in the budget document. The AEPF may be combined with the PFPF should it be determined, by the Finance Director, that such a combination is administratively more effective and/or financially prudent.
- J. In fiscal year 2006, the City issued a General Obligation Bond (GOB) for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis; however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving a new unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.
- K. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2018) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as

directed by the employee. In January 2019, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

- L. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund will be funded with a 1/2 cent increase in the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment and property tax relief.
- M. The Oak Grove Cemetery (PF0048) project will be funded in the following manner: 20% of all cemetery lot sales and 5% of all cemetery crypt sales will be credited to the project. Proceeds are to be used solely for the general care, maintenance, and embellishments of the cemetery.

Section 4: The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 5: All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

Section 6: This ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara Sanderson, City Clerk

Introduced by the Board of Commissioners, June 12, 2018
Adopted by the Board of Commissioners, June 26, 2018
Recorded by Tammara Sanderson, City Clerk, June __, 2018
Published by The Paducah Sun, _____
ORD\Finance\Budget FY2019

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2019 (July 1, 2018 to June 30, 2019)
Exhibit No. 1

| | General Fund | Special Revenues | Capital Projects | Debt Service | Enterprise Funds | Internal Service | Trust Funds | Total |
|---------------------------|-------------------------|-----------------------------|-----------------------------|-------------------------|-----------------------------|-----------------------------|------------------------|----------------------|
| Sources: | | | | | | | | |
| Fines | \$ 76,000 | \$ 25,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 101,000 |
| Grants | 819,000 | 790,000 | - | 50,830 | 234,335 | - | - | 1,894,165 |
| Interest Income | 260,000 | 25,000 | - | - | 48,100 | 56,520 | 140,100 | 529,720 |
| Bond Proceeds | - | 2,910,000 | 1,100,000 | - | - | - | - | 4,010,000 |
| Charges for Service | 705,120 | 28,000 | - | - | 4,500,940 | 5,480,150 | 10,780 | 10,724,990 |
| Other Fees | 32,000 | - | - | - | 5,000 | - | - | 37,000 |
| Occupational License | 24,828,600 | 5,320,000 | - | 685,095 | - | - | - | 30,833,695 |
| Permits & Fees | 487,000 | - | - | - | 7,500 | - | - | 494,500 |
| Property Rent | 416,425 | 252,840 | - | 289,000 | 82,000 | 979,690 | - | 2,019,955 |
| Property Taxes | 6,888,000 | - | - | - | - | - | - | 6,888,000 |
| Recreation Fees | 93,500 | - | - | - | - | - | - | 93,500 |
| Sales | 18,200 | - | - | - | 100,000 | 51,000 | 458,500 | 627,700 |
| Other Taxes | - | 1,320,000 | - | - | - | - | - | 1,320,000 |
| Total | \$ 34,623,845 | \$ 10,670,840 | \$ 1,100,000 | \$ 1,024,925 | \$ 4,977,875 | \$ 6,567,360 | \$ 609,380 | \$ 59,574,225 |
| Fund Transfers In | \$ 720,000 | \$ 1,729,145 | \$ 1,268,500 | \$ 2,744,405 | \$ 57,250 | \$ 342,960 | \$ 374,035 | \$ 7,236,295 |
| Total Sources | \$ 35,343,845 | \$ 12,399,985 | \$ 2,368,500 | \$ 3,769,330 | \$ 5,035,125 | \$ 6,910,320 | \$ 983,415 | \$ 66,810,520 |
| Expenditures: | | | | | | | | |
| General Government | \$ 2,502,435 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,502,435 |
| Finance | 1,132,655 | 1,602,800 | 250,000 | 3,756,330 | - | 4,375,650 | 79,300 | 11,196,735 |
| Information Systems | 776,745 | - | - | - | - | - | - | 776,745 |
| Planning | 782,905 | 250,000 | 498,500 | - | 189,320 | - | - | 1,720,725 |
| Police | 10,115,460 | 40,750 | - | - | - | - | - | 10,156,210 |
| Fire | 8,815,325 | - | 75,000 | - | - | - | - | 8,890,325 |
| Engineering/Public Works | 4,127,470 | 1,554,750 | 250,000 | - | - | 605,795 | - | 6,538,015 |
| Parks | 3,438,475 | - | 195,000 | - | 251,055 | - | - | 3,884,530 |
| Cable Authority | 100,605 | - | - | - | - | - | - | 100,605 |
| Human Rights | 14,220 | - | - | - | - | - | - | 14,220 |
| Engineering | 1,298,865 | - | 1,500,000 | - | - | - | - | 2,798,865 |
| Human Resources | 345,480 | - | - | - | - | 3,795,000 | - | 4,140,480 |
| Investment Fund | - | 1,247,750 | - | - | - | - | - | 1,247,750 |
| E911 | - | 1,855,185 | - | - | - | - | - | 1,855,185 |
| Solid Waste | - | - | - | - | 5,223,085 | - | - | 5,223,085 |
| Pensions | - | - | - | - | - | - | 1,140,330 | 1,140,330 |
| Fund Transfers Out | 1,893,205 | 7,503,380 | - | - | 623,210 | - | - | 10,019,795 |
| Total Expenditures | \$ 35,343,845 | \$ 14,054,615 | \$ 2,768,500 | \$ 3,756,330 | \$ 6,286,670 | \$ 8,776,445 | \$ 1,219,630 | \$ 72,206,035 |
| Reserves Utilized | \$ - | \$ (1,654,630) | \$ (400,000) | \$ 13,000 | \$ (1,251,545) | \$ (1,866,125) | \$ (236,215) | \$ (5,395,515) |

ORDINANCE NO. 2018-____-_____

AN ORDINANCE DECLARING THE CITY OF PADUCAH'S INTENT TO ANNEX CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the properties intended to be annexed, approximately 69.83 acres of land between Harris Road and KY Highway 998 (Olivet Church Road), is contiguous to the City of Paducah; and

WHEREAS, said properties are generally referred to as Tract No. 1 which includes 5201 Hinkleville Road, 5325 Hinkleville Road and 5310 Harris Road, Tract No. 2, Tract No. 3, Tract No. 4 also known as 2705 Olivet Church Road, Tract No. 5 and Tract No. 6, and particularly and accurately set out in the legal descriptions below; and

WHEREAS, said properties are urban in character or suitable for urban development without unreasonable delay as many of the residential and commercial lots in the area are in receipt of city services; and

WHEREAS, annexation has been requested by the following property owners: Nancy Bergfield for the property located at 5201 Hinkleville Road, Alberta Davis for properties located at 5310 Harris Road and 5325 Hinkleville Road, and Falconite Real Estate Holdings, LLC, for the property located at 2705 Olivet Church Road and Tracts 2 & 3 as described below; and

WHEREAS, not all of the real property owners within the territory proposed to be annexed have given their consent to be annexed and the City of Paducah is pursuing the annexation of Tract No. 5 and Tract No. 6; and,

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

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

SECTION 1. It is the intent of the City of Paducah, Kentucky, to annex the hereinafter described properties, and therefore that the hereinafter described properties be annexed to, and be made a part of the City of Paducah, Kentucky, said real properties being more

particularly and accurately described as follows:

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 1

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 60's north right-of-way line and U.S. Highway 998's (a.k.a. Olivet Church Road) west right-of-way line intersection, said point also being at the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits line N77°28'38"E a distance of 251.97 ft. to a point, said point also being the corner of the McCracken County limits;

Thence with the new City of Paducah limits line N72°06'44"E a distance of 85.47 ft. to a point, said point also being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits S18°56'07"E a distance of 164.61 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with U.S. Highway 60's south right-of-way line and with the existing City of Paducah limits S71°03'53"W a distance of 135.53 ft. to a point, said point also being at U.S. Highway 998's east right-of-way line intersection;

Thence continuing with the existing City of Paducah limits S65°04'01"W a distance of 383.97 ft. to a point, said point also being at U.S. Highway 998's west right-of-way line intersection;

Thence continuing with the U.S. Highway 60's south right-of-way line S72°55'57"W a distance of 178.56 ft. to a point, said point also being at the corner of the existing City of Paducah limits;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line S73°02'50"W a distance of 173.41 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S73°11'48"W a distance of 139.12 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S73°16'26"W a distance of 187.61 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S76°47'01"W a distance of 210.84 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S06°18'02"W a distance of 47.01 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S75°57'49"W a distance of 66.42 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line N10°51'58"W a distance of 50.00 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S76°32'31"W a distance of 91.38 ft. to a point;

Thence with the new City of Paducah limits line and now being Old U.S. Highway 60's south right-of-way line S71°02'16"W a distance of 276.18 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's south right-of-way line S70°54'44"W a distance of 83.81 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's south right-of-way line S71°04'10"W a distance of 791.66 ft. to a point;

Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line N18°55'50"W a distance of 63.95 ft. to a point, said point also being in the above said highway's north right-of-way line;

Thence with the new City of Paducah limits line N13°25'51"W a distance of 217.52 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N86°10'02"E a distance of 176.43 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S22°58'40"W a distance of 47.18 ft. to a point;

Thence with the new City of Paducah limits line S06°15'15"E a distance of 139.38 ft. to a point, said point also being in Old U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with Old U.S. Highway 60's north right-of-way line N70°20'57"E a distance of 243.88 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's north right-of-way line N71°09'57"E a distance of 450.86 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N77°52'25"E a distance of 68.99 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line N03°53'28"W a distance of 216.26 ft. to a point, said point also being in U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's north right-of-way line N86°06'32"E a distance of 217.94 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N10°36'30"W a distance of 43.00 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N52°16'09"E a distance of 111.47 ft. to a point, said point also being the CC Crossroads LLC property's (recorded in Deed Book 1338, Page 179) southwest corner;

Thence with the new City of Paducah limits line, leaving U.S. Highway 60's north right-of-way line and with the above said property's west line N32°24'52"W a distance of 429.19 ft. to a point, said point also being the above said property's northwest corner;
Thence with the new City of Paducah limits line and with the above said property's north line N29°35'08"E a distance of 148.00 ft. to a point, said point also being the above said property's northeast corner;

Thence with the new City of Paducah limits line and with the above said property's east line S36°31'43"E a distance of 651.68 ft. to a point, said point also being in U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's north right-of-way line N78°04'28"E a distance of 272.62 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N37°54'28"W a distance of 30.93 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N72°05'56"E a distance of 54.83 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line S39°59'10"E a distance of 37.97 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N67°31'23"E a distance of 98.33 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N68°09'39"E a distance of 160.00 ft. to a point, said point also being NLB Properties, Inc. property's (recorded in Deed Book 1253, Page 581) southwest corner;

Thence with the new City of Paducah limits line, leaving U.S. Highway 60's north right-of-way line, with the above said property's west line and with CC Crossroads, LLC property's (recorded in Deed Book 1225, Page 189) south line N38°40'10"W a distance of 600.57 ft. to a point;

Thence with the new City of Paducah limits line and with the above said property's south line N67°52'10"W a distance of 203.62 ft. to a point, said point also being the above said property's southwest corner;

Thence with the new City of Paducah limits line and with the above said property's west line N21°08'06"E a distance of 144.46 ft. to a point, said point also being in Harris Road's south right-of-way line;

Thence with the new City of Paducah limits line and with Harris Road's south right-of-way line S68°53'39"E a distance of 558.90 ft. to a point, said point also being the above said property's northeast corner and being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits, leaving Harris Road's south right-of-way line and with the above said property's east line S21°06'21"W a distance of 177.57 ft. to a point, said point also being the NLB Properties, Inc. property's (recorded in Deed Book 1253, Page 581) northwest corner and being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits and with the above said property's north line S68°53'39"E a distance of 323.62 ft. to a point, said point also being in U.S. Highway 998's west right-of-way line;

Thence with the above said highway's west right-of-way line and with the existing City of Paducah limits S14°32'39"W a distance of 112.62 ft. to the Point of Beginning;

The above described Tract contains 17.30 acres.

The above described tract is the entire CC Crossroads, LLC property (recorded in Deed Book 1338, Page 179), the entire CC Crossroads, LLC property (recorded in Deed Book 1225, Page 189), the entire NLB Properties, Inc. property (recorded in Deed Book 1253, Page 581), a part of Commonwealth of Kentucky - U.S. Highway 60 right-of-way and a part of Commonwealth of Kentucky - Old U.S. Highway 60 right-of-way,

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 2

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road) and Old U.S. Highway 60, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at Old U.S. Highway 60's south right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) northwest property corner;

Thence with the above said Old U.S. Highway 60's south right-of-way line and with the new City of Paducah limits line N71°04'10"E a distance of 882.35 ft. to a point;

Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line S18°55'50"E a distance of 249.95 ft. to a point;

Thence with the new City of Paducah limits line N71°04'10"E a distance of 80.13 ft. to a point;

Thence with the new City of Paducah limits line N71°02'06"E a distance of 64.20 ft. to a point;

Thence with the new City of Paducah limits line N78°21'09"E a distance of 116.55 ft. to a point;

Thence with the new City of Paducah limits line N06°56'18"E a distance of 229.63 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N75°57'49"E a distance of 66.42 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S06°56'18"W a distance of 200.79 ft. to a point;

Thence with the new City of Paducah limits line S35°14'28"E a distance of 95.18 ft. to a point;

Thence with the new City of Paducah limits line S16°43'27"W a distance of 122.94 ft. to a point;

Thence with the new City of Paducah limits line N73°20'06"W a distance of 43.26 ft. to a point;

Thence with the new City of Paducah limits line S06°49'09"W a distance of 252.92 ft. to a point;

Thence with the new City of Paducah limits line S06°34'47"W a distance of 124.52 ft. to a point;

Thence with the new City of Paducah limits line S07°34'25"W a distance of 99.27 ft. to a point;

Thence with the new City of Paducah limits line S69°15'29"E a distance of 141.18 ft. to a point;

Thence with the new City of Paducah limits line S22°50'10"W a distance of 557.92 ft. to a point;

Thence with the new City of Paducah limits line S22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line N58°21'49"W a distance of 65.49 ft. to a point;

Thence with the new City of Paducah limits line N11°52'22"W a distance of 100.11 ft. to a point;

Thence with the new City of Paducah limits line N15°18'13"E a distance of 309.16 ft. to a point;

Thence with the new City of Paducah limits line N32°41'50"W a distance of 371.77 ft. to a point;

Thence with the new City of Paducah limits line N68°37'12"W a distance of 224.36 ft. to a point;

Thence with the new City of Paducah limits line S71°04'10"W a distance of 335.34 ft. to a point;

Thence with the new City of Paducah limits line S21°33'58"W a distance of 316.94 ft. to a point;

Thence with the new City of Paducah limits line S46°00'54"W a distance of 111.21 ft. to a point;

Thence with the new City of Paducah limits line N68°26'04"W a distance of 364.16 ft. to a point;

Thence with the new City of Paducah limits line N04°03'01"E a distance of 152.34 ft. to a point;

Thence with the new City of Paducah limits line N71°08'13"E a distance of 100.09 ft. to a point;

Thence with the new City of Paducah limits line N04°03'16"E a distance of 435.81 ft. to the Point of Beginning;

The above described Tract contains 21.76 acres.

The above described tract is a part of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 3

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along the west side of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 998's west right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542) northeast property corner;

Thence with the above said U.S. Highway 998's west right-of-way line and with the new City of Paducah limits line S22°27'55"W a distance of 75.01 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 998's west right-of-way line N68°36'15"W a distance of 399.14 ft. to a point;

Thence with the new City of Paducah limits line N22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line S68°36'15"E a distance of 398.64 ft. to the Point of Beginning;

The above described Tract contains 0.69 acres.

The above described tract is the Falcomite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 4

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along the west side of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 998's old east right-of-way line, said point also being on the existing City of Paducah limits;

Thence leaving the above said U.S. Highway 998's old east right-of-way line and with the new City of Paducah limits line N73°35'45"W a distance of 237.27 ft. to a point, said point also being Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1326, Page 586) southwest property corner;

Thence with the new City of Paducah limits line and with the above said property's west line N21°35'48"E a distance of 232.41 ft. to a point;

Thence with the new City of Paducah limits line and with the above said property's north line S74°44'54"E a distance of 191.36 ft. to a point, said point also being in the above said highway's west right-of-way line;

Thence with the new City of Paducah limits line and with the above said highway's west right-of-way line N27°58'59"E a distance of 151.98 ft. to a point;

Thence with the new City of Paducah limits line and continuing with the above said highway's west right-of-way line N30°12'43"E a distance of 242.72 ft. to a point, said point also being on the existing City of Paducah limits;

Thence with the existing City of Paducah limits and leaving the above said highway's west right-of-way line S67°19'00"E a distance of 45.53 ft. to a point, said point also being in the above said highway's old east right-of-way line and at the corner of the City of Paducah limits;

Thence with the existing City of Paducah limits and with the above said highway's old east right-of-way line S22°36'59"W a distance of 618.55 ft. to the Point of Beginning;

The above described Tract contains 2.13 acres.

The above described tract is the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1326, Page 586) and a part of the Commonwealth of Kentucky - U.S. Highway 998's right-of-way

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 5

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located west of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being at the northeast corner of the Menard, Inc. property (recorded in Deed Book 1366, Page 509), said point also being the southeast corner of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) and the northwest corner of the West Union Baptist Association, Inc. property (recorded in Deed Book 922, Page 739);

Thence with the above said West Union Baptist Association, Inc.'s property west line $S22^{\circ}50'41''W$ a distance of 339.79 ft. to a point, said point also being the northeast corner of the Charles Stephenson property (recorded in Deed Book 910, Page 244);

Thence with the above said Charles Stephenson's property north line $N68^{\circ}26'04''W$ a distance of 1235.32 ft. to a point, said point being also being the southeast corner of the Alford Crawford property (recorded in Deed Book 980, Page 398);

Thence with the above said Alford Crawford's property east line $N04^{\circ}03'01''E$ a distance of 338.15 ft. to a point, said point being also being the southwest corner of the above said Falconite Real Estate Holdings, LLC property;

Thence with the above said Falconite Real Estate Holdings, LLC's property south line $S68^{\circ}26'04''E$ a distance of 364.16 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line $N46^{\circ}00'54''E$ a distance of 111.21 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line $N21^{\circ}33'58''E$ a distance of 316.94 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line $N71^{\circ}04'10''E$ a distance of 335.34 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line $S68^{\circ}37'12''E$ a distance of 224.36 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line $S32^{\circ}41'50''E$ a distance of 371.77 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line $S15^{\circ}18'13''W$ a distance of 309.16 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S11°52'22"E a distance of 100.11 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S58°21'49"E a distance of 65.49 ft. to the Point of Beginning;

The above described Tract contains 19.95 acres.

The above described tract is the entire Menard, Inc. property (recorded in Deed Book 1366, Page 509),

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 6

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 60's north right-of-way line, said point also being at the southeast corner of the Harriett S. Reed, Trustee of the Walter R. Reed Trust B under the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1198, Page 432), said point also being the southwest corner of the Walter Reed property (recorded in Deed Book 1263, Page 436);

Thence with the above said Walter Reed's property west line N32°24'11"E a distance of 338.25 ft. to a point;

Thence continuing with the above said Walter Reed's property west line N32°24'46"E a distance of 259.75 ft. to a point, said point being also being the northwest corner of the CC Crossroads, LLC property (recorded in Deed Book 1338, Page 179);

Thence with the above said CC Crossroads LLC's property west line N29°35'08"E a distance of 109.74 ft. to a point, said point being also being the southeast corner of the Harriett Reed property (recorded in Deed Book 1198, Page 432);

Thence with the above said Harriett Reed's property south line and James L. Stanley property (recorded in Deed Book 219, Page 526) south line N65°17'14"W a distance of 496.26 ft. to a point, said point being also being the northeast corner of the Walter R. Reed and Harriett S. Reed, as co-trustees of the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1065, Page 634);

Thence with the above said Walter R. Reed and Harriett S. Reed, as co-trustees of the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement's property east

line S22°33'46"W a distance of 620.75 ft. to a point, said point being also being the northeast corner of the Cole TS Paducah KY, LLC property (recorded in Deed Book 1070, Page 684);

Thence with the above said Cole TS Paducah KY, LLC's property east line S23°01'18"W a distance of 287.33 ft. to a point, said point being the above said highway's north right-of-way line;

Thence with the above said highway's north right-of-way line N85°59'21"E a distance of 427.73 ft. to the Point of Beginning;

The above described Tract contains 8.00 acres.

The above described tract is the entire Harriett S. Reed, Trustee of the Walter R. Reed Trust B under the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1198, Page 432),

The above described Tract is not for Land Title Transfer but for annexation proposes only.

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

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

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

Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, June 26, 2018

Adopted by the Board of Commissioners, July 10, 2018

Recorded by Paducah City Clerk, July 10, 2018

Published by The Paducah Sun, _____

\ord\plan\annex – intent Hinkleville Harris Olivet Church Road

May 2, 2018

Rick Murphy, P.E.
City Engineer & Public Works Director
City of Paducah Engineering Department
300 South 5th Street
Paducah, Kentucky 42003

RECEIVED
MAY 07 2018
ENGINEERING
DEPARTMENT

**Re: Annexation of Falconite Real Estate Holdings, LLC Property
Located South of U. S. 60 and West of Kentucky State Route 998**

Dear Mr. Murphy:

Falconite Real Estate Holdings, LLC, is requesting, subject to and contingencies set forth herein, annexation of the above referenced properties in McCracken County and as more particularly described on Exhibits "A" and "B" attached.

This request for annexation is being made pursuant to KRS 81A.412, wherein the City elects "to establish the zoning for the new territory pursuant to KRS 100.209 prior to the completion of annexation under this section."

KRS 100.209 provides, in part, as follows: "Amendment of comprehensive plan prior to Annexation permitted-Land use management regulation in newly annexed or reclassified Territory. (1) When a city which has adopted zoning or other land regulations pursuant to this chapter proposes to annex unincorporated or accept the transfer of incorporated territory, it may amend comprehensive plan and official zoning map to incorporate and establish zoning or other land use regulations for the property proposed for annexation or transfer prior to adoption of the ordinance of annexation or transfer..."

The subject properties are in the County and zoned "Commercial." Falconite Real Estate Holdings, LLC, does not want the properties annexed into the City of Paducah until and unless the properties referenced herein are first zoned "HBD" Highway Business District.

In accordance with our conferences, you have acknowledged that the above referenced zoning condition is your understanding of our position on annexation. Please advise if you have any questions or if we may be of further assistance.

The undersigned has reviewed and approved this request for annexation.

By: 
Authorized Member

Date: 5-7-18

EXHIBIT A**CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 2**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road) and Old U.S. Highway 60, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at Old U.S. Highway 60's south right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) northwest property corner;
Thence with the above said Old U.S. Highway 60's south right-of-way line and with the new City of Paducah limits line N71°04'10"E a distance of 882.35 ft. to a point;
Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line S18°55'50"E a distance of 249.95 ft. to a point;
Thence with the new City of Paducah limits line N71°04'10"E a distance of 80.13 ft. to a point;
Thence with the new City of Paducah limits line N71°02'06"E a distance of 64.20 ft. to a point;
Thence with the new City of Paducah limits line N78°21'09"E a distance of 116.55 ft. to a point;
Thence with the new City of Paducah limits line N06°56'18"E a distance of 229.63 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;
Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N75°57'49"E a distance of 66.42 ft. to a point;
Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S06°56'18"W a distance of 200.79 ft. to a point;
Thence with the new City of Paducah limits line S35°14'28"E a distance of 95.18 ft. to a point;
Thence with the new City of Paducah limits line S16°43'27"W a distance of 122.94 ft. to a point;
Thence with the new City of Paducah limits line N73°20'06"W a distance of 43.26 ft. to a point;
Thence with the new City of Paducah limits line S06°49'09"W a distance of 252.92 ft. to a point;
Thence with the new City of Paducah limits line S06°34'47"W a distance of 124.52 ft. to a point;
Thence with the new City of Paducah limits line S07°34'25"W a distance of 99.27 ft. to a point;
Thence with the new City of Paducah limits line S69°15'29"E a distance of 141.18 ft. to a point;
Thence with the new City of Paducah limits line S22°50'10"W a distance of 557.92 ft. to a point;
Thence with the new City of Paducah limits line S22°50'53"E a distance of 75.02 ft. to a point;
Thence with the new City of Paducah limits line N58°21'49"W a distance of 65.49 ft. to a point;
Thence with the new City of Paducah limits line N11°52'22"W a distance of 100.11 ft. to a point;
Thence with the new City of Paducah limits line N15°18'13"E a distance of 309.16 ft. to a point;
Thence with the new City of Paducah limits line N32°41'50"W a distance of 371.77 ft. to a point;
Thence with the new City of Paducah limits line N68°37'12"W a distance of 224.36 ft. to a point;
Thence with the new City of Paducah limits line S71°04'10"W a distance of 335.34 ft. to a point;
Thence with the new City of Paducah limits line S21°33'58"W a distance of 316.94 ft. to a point;
Thence with the new City of Paducah limits line S46°00'54"W a distance of 111.21 ft. to a point;
Thence with the new City of Paducah limits line N68°26'04"W a distance of 364.16 ft. to a point;
Thence with the new City of Paducah limits line N04°03'01"E a distance of 152.34 ft. to a point;
Thence with the new City of Paducah limits line N71°08'13"E a distance of 100.09 ft. to a point;
Thence with the new City of Paducah limits line N04°03'16"E a distance of 435.81 ft. to the *Point of Beginning*;

The above described Tract contains 21.76 acres.

The above described tract is a part of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

**CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 3**

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along the west side of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 998's west right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542) northeast property corner;

Thence with the above said U.S. Highway 998's west right-of-way line and with the new City of Paducah limits line S22°27'55"W a distance of 75.01 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 998's west right-of-way line N68°36'15"W a distance of 399.14 ft. to a point;

Thence with the new City of Paducah limits line N22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line S68°36'15"E a distance of 398.64 ft. to the *Point of Beginning*;

The above described Tract contains 0.69 acres.

The above described tract is the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

EXHIBIT B

CITY OF PADUCAH ANNEXATION

Deed Book 1326 Page 586

QQ

EXHIBIT B

MCCRACKEN COUNTY
D1326 PG586

586

DEED OF CONVEYANCE

THIS DEED made and entered into this the 27 day of JULY, 2016, by and between MCCRACKEN COUNTY EXTENSION DISTRICT BOARD, of 2705 Olivet Church Road, Paducah, KY 42001, hereinafter called Grantor, and FALCONITE REAL ESTATE HOLDINGS, LLC, a Kentucky limited liability company, of 2690 Olivet Church Road, Paducah, KY 42001, hereinafter called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$790,000.00, cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

BEING 1.5610 ACRES AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT FOR J. I. POTTER AND RECORDED IN PLAT SECTION K, PAGE 24, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

LESS AND EXCEPT: THAT CERTAIN PARCEL OR PARCELS OF LAND CONVEYED TO THE COMMONWEALTH OF KENTUCKY FOR THE USE AND BENEFIT OF THE DEPARTMENT OF HIGHWAYS BY DEED DATED DECEMBER 11, 1992, OF RECORD IN DEED BOOK 783, PAGE 336, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO MCCRACKEN COUNTY EXTENSION DISTRICT BOARD BY DEED DATED MAY 6, 2014, OF RECORD IN DEED BOOK 1276, PAGE 720, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns

May 2, 2018

Rick Murphy, P.E.
City Engineer & Public Works Director
City of Paducah Engineering Department
300 South 5th Street
Paducah, Kentucky 42003

RECEIVED
MAY 08 2018
ENGINEERING
DEPARTMENT

**Re: Annexation of NLB Properties, Inc. Property (a.k.a. Finish Line Car Wash)
Located North of U. S. 60 and West of Kentucky State Route 998**

Dear Mr. Murphy:

NLB Properties, Inc. is requesting, subject to and contingencies set forth herein, annexation of the above referenced properties in McCracken County and as more particularly described in Deed Book 1253 Page 581 as Exhibit A, attached.

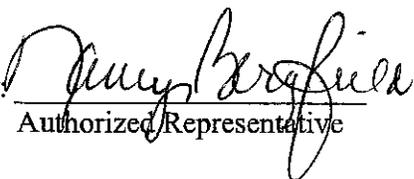
This request for annexation is being made pursuant to KRS 81A.412, wherein the City elects "to establish the zoning for the new territory pursuant to KRS 100.209 prior to the completion of annexation under this section."

KRS 100.209 provides, in part, as follows: "Amendment of comprehensive plan prior to Annexation permitted-Land use management regulation in newly annexed or reclassified Territory. (1) When a city which has adopted zoning or other land regulations pursuant to this chapter proposes to annex unincorporated or accept the transfer of incorporated territory, it may amend comprehensive plan and official zoning map to incorporate and establish zoning or other land use regulations for the property proposed for annexation or transfer prior to adoption of the ordinance of annexation or transfer..."

The subject property is in the County and zoned "Commercial." NLB Properties, Inc. does not want the property annexed into the City of Paducah until and unless the property referenced herein is first zoned "HBD" Highway Business District.

In accordance with our teleconferences, you have acknowledged that the above referenced zoning condition is your understanding of our position on annexation. Please advise if you have any questions or if we may be of further assistance.

The undersigned has reviewed and approved this request for annexation.

By: 
Authorized Representative

Date: 5-7-18

EXHIBIT A

Deed Book 1253 Page 581

C

DB 1253
Pg 581

DEED
TAX
\$937.00

EXHIBIT A

— DEED —

THIS DEED, made and entered into on this the 29th day of April, 2013, by and between ALBERTA DAVIS and her husband, MARSHALL DAVIS, of 7 Westvale, Paducah, Kentucky 42001 and LONGBOAT HOLDINGS, LLC, a Delaware limited liability company with its mailing address at 139 Memorial Drive, Paducah, Kentucky 42001, hereinafter referred to as "Grantors"; and NLB PROPERTIES, LLC with its mailing address at 3516 Clarks River Road, Paducah, Kentucky 42003, which is also the in-care-of address to which the property tax bill for the year in which the property is transferred may be sent, hereinafter referred to as "Grantee".

WITNESSETH:

THAT FOR AND IN TOTAL CONSIDERATION of \$936,714.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantors have bargained and sold and do hereby grant, sell and convey unto the Grantee, its successors and assigns forever, all of the following real property located in McCracken County, Kentucky, and more particularly described as follows, to-wit:

BEING TRACT 2, FRONTING U.S. HIGHWAY 60 AND CONTAINING 1.536 ACRES, MORE OR LESS, AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT OF RECORD IN PLAT SECTION "M", PAGE 533, MCCRACKEN COUNTY CLERK'S OFFICE.

Being in all respects the same property conveyed to Alberta Davis and Longboat Holdings, LLC by Deed dated April 26, 2013, of record in Deed Book 1253, Page 391, McCracken County Clerk's Office. See also, Restrictive Covenant and Easement Declaration and Road Maintenance Agreement of record in Deed Book 1225, Page 176, aforesaid Clerk's Office.

TO HAVE AND TO HOLD the above-described real property together with all appurtenances and privileges thereunto belonging unto the Grantees, its successors and assigns forever.

AND THE GRANTORS do hereby release and relinquish unto the Grantee, its successors and assigns forever, all right, title and interest in and to the above-described property, and all other exemptions allowed by law, and covenants to and with the Grantee that Grantors are lawfully seized in fee simple of said property, have good right to convey the same as herein done and will WARRANT GENERALLY the title thereto.

RECEIVED

MAR 16 2018

ENGINEERING
DEPARTMENT

Washburn Key & Lowry, PLLC
Attorneys at Law

Burton A. Washburn, III
L. Daniel Key

139 Memorial Drive
Paducah, Kentucky 42001

Telephone
270.442.9800
Facsimile
270.442.1062

Dwain H. Lowry 1922-2016

March 16, 2018

Rick Murphy, P.E., City Engineer and Public Works Director
City of Paducah Engineering Department
300 South 5th Street
Paducah, Kentucky 42003

Re: Annexation of CC Crossroads, LLC Property

Dear Mr. Murphy:

Our client, CC Crossroads, LLC is requesting, subject to the conditions and contingencies set forth herein, annexation of two properties in McCracken County as more particularly described on Exhibit "A" attached

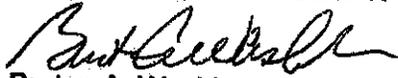
This request for annexation is being made pursuant to KRS 81A.412, wherein the City elects "to establish the zoning for the new territory pursuant to KRS 100.209 prior to the completion of annexation under this section."

KRS 100.209 provides, in part, as follows: "Amendment of comprehensive plan prior to annexation permitted - Land use management regulation in newly annexed or reclassified territory. (1) When a city which has adopted zoning or other land use regulations pursuant to this chapter proposes to annex unincorporated or accept the transfer of incorporated territory, it may amend its comprehensive plan and official zoning map to incorporate and establish zoning or other land use regulations for the property proposed for annexation or transfer prior to adoption of the ordinance of annexation or transfer..."

The subject properties are in the County and zoned "Commercial". Our client does not want the properties annexed to the City of Paducah until and unless both properties are first zoned "HBD" Highway Business District.

In accordance with our conference by phone, you have acknowledged that the above referenced zoning condition is your understanding of our client's position on annexation. Please advise if you have any questions or if we may be of further assistance.

Very Truly Yours,
WASHBURN, KEY & LOWRY PLLC

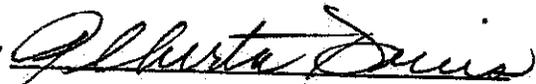


Burton A. Washburn, III
washbum@washburnkey.com

BAW/jbm

The undersigned has reviewed and approved this request for annexation.

CC Crossroads, LLC

By 

Date: 3/16/2018

Exhibit A

TRACT I: BEING TRACT 3 FRONTING HARRIS ROAD AND CONTAINING 2.793 ACRES, MORE OR LESS, AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT OF RECORD IN PLAT SECTION "M", PAGE 533, MCCRACKEN COUNTY CLERK'S OFFICE.

Being in all respects the same property conveyed to CC Crossroads, LLC, a Kentucky limited liability company, by Deed dated February 16, 2012, of record in Deed Book 1225, Page 189, McCracken County Clerk's Office.

TRACT II: A CERTAIN TRACT OF LAND AS SURVEYED BY KYRUN JETT WOOD, P.L.S.#3445 AND BEING GENERALLY LOCATED ON THE NORTH SIDE OF U.S. HIGHWAY 60, MCCRACKEN COUNTY, KENTUCKY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" DIAMETER REBAR & CAP STAMPED "#2105" (FOUND), SAID POINT BEING IN THE ABOVE SAID HIGHWAY'S NORTH RIGHT-OF-WAY LINE, BEING 189.95 FT. LEFT OF STATION 318+92.66 AT RIGHT ANGLES FROM ABOVE SAID HIGHWAY'S CENTERLINE AND ALSO BEING THE SOUTHEAST CORNER OF THE HARRIETT S. REED PROPERTY (RECORDED IN DEED BOOK 1294, PAGE 758);

THENCE LEAVING THE ABOVE SAID HIGHWAY'S NORTH RIGHT-OF-WAY LINE AND WITH THE ABOVE SAID REED'S EAST PROPERTY LINE N32°24'52"W A TOTAL DISTANCE OF 429.19 FT. TO A POINT AND PASSING THROUGH A 1/2" DIAMETER REBAR & CAP STAMPED "#2105" (FOUND) AT A DISTANCE OF 419.19 FT., SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE ABOVE SAID REED'S PROPERTY;

THENCE N29°35'08"E A DISTANCE OF 148.00 FT. TO A 1/2" DIAMETER X 18" LONG REBAR & CAP STAMPED "BFW/KJW #3445" (SET), SAID POINT BEING THE NORTHWEST CORNER OF THE ALBERT & RICHARD KING PROPERTY (RECORDED IN DEED BOOK 663, PAGE 790);

THENCE WITH THE ABOVE SAID KING'S WEST PROPERTY LINE S36°31'43"E A DISTANCE OF 651.68 FT. TO A 1/2" DIAMETER X 18" LONG REBAR & CAP STAMPED "BFW/KJW #3445" (SET), SAID POINT BEING IN THE ABOVE SAID HIGHWAY'S NORTH RIGHT-OF-WAY LINE, BEING 107.00 FT. LEFT OF STATION 321+16.48 AT RIGHT ANGLES FROM ABOVE SAID HIGHWAY'S CENTERLINE AND ALSO BEING THE SOUTHWEST CORNER OF THE ABOVE SAID KING'S PROPERTY;

THENCE WITH THE ABOVE SAID HIGHWAY'S NORTH RIGHT-OF-WAY LINE S78°04'28"W A DISTANCE OF 138.83 FT. TO A 1/2" DIAMETER X 18" LONG REBAR & CAP STAMPED "BFW/KJW #3445" (SET), SAID POINT BEING 110.00 FT. LEFT OF STATION 319+75 AT RIGHT ANGLES FROM ABOVE SAID HIGHWAY'S CENTERLINE;

THENCE CONTINUING WITH THE ABOVE SAID HIGHWAY'S NORTH RIGHT-OF-WAY LINE N39°18'50"W A DISTANCE OF 106.72 FT. TO A 1/2" DIAMETER X 18" LONG REBAR & CAP STAMPED "BFW/KJW #3445" (SET), SAID POINT BEING 205.00 FT. LEFT OF STATION 319+25 AT RIGHT ANGLES FROM ABOVE SAID HIGHWAY'S CENTERLINE;

THENCE CONTINUING WITH THE ABOVE SAID HIGHWAY'S NORTH RIGHT-OF-WAY LINE S52°16'09"W A DISTANCE OF 34.71 FT. TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 1.97 ACRES.

BEING THE SAME PROPERTY AS THE JAMES M. TATE PROPERTY RECORDED IN DEED BOOK 760, PAGE 365, LESS AND EXCEPT THE COMMONWEALTH OF KENTUCKY PROPERTY RECORDED IN DEED BOOK 776, PAGE 111.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A 30' SANITARY SEWER EASEMENT (NO SOURCE OF TITLE FOUND) AND A PERMANENT DRAINAGE EASEMENT RECORDED IN DEED BOOK 776, PAGE 111.

Being in all respects the same property conveyed to CC crossroads, LLC, a Kentucky limited liability company by Deed dated February 9, 2017, of record in Deed Book 1338, Page 179, McCracken County Clerk's Office.

PROPERTY OWNERS CERTIFICATE
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (FALCONITE REAL ESTATE HOLDINGS, LLC) DATE

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____
 COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC SIGNATURE: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL
 APPROVED AND ACCEPTED BY THE CITY OF PADUCAH CITY COMMISSION AT A MEETING HELD _____, 20__.

MAYOR _____

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.

GIVEN UNDER MY SEAL THIS ____ DAY OF _____
 AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK

INTENT:
 THE INTENT OF THIS PLAT IS TO ANNEX TRACTS 1-6 INTO THE CITY OF PADUCAH AS SHOWN HEREON.



PROPERTY OWNERS CERTIFICATE
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (NLB PROPERTIES, LLC) DATE

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____
 COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC SIGNATURE: _____
 MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (MEMARD, INC., A WISCONSIN CORPORATION) THERON BERG (REAL ESTATE MANAGER) DATE

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____
 COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC SIGNATURE: _____
 MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (CC CROSSROADS, LLC) DATE

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____
 COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC SIGNATURE: _____
 MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (HARRIETT REED) DATE

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____
 COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC SIGNATURE: _____
 MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

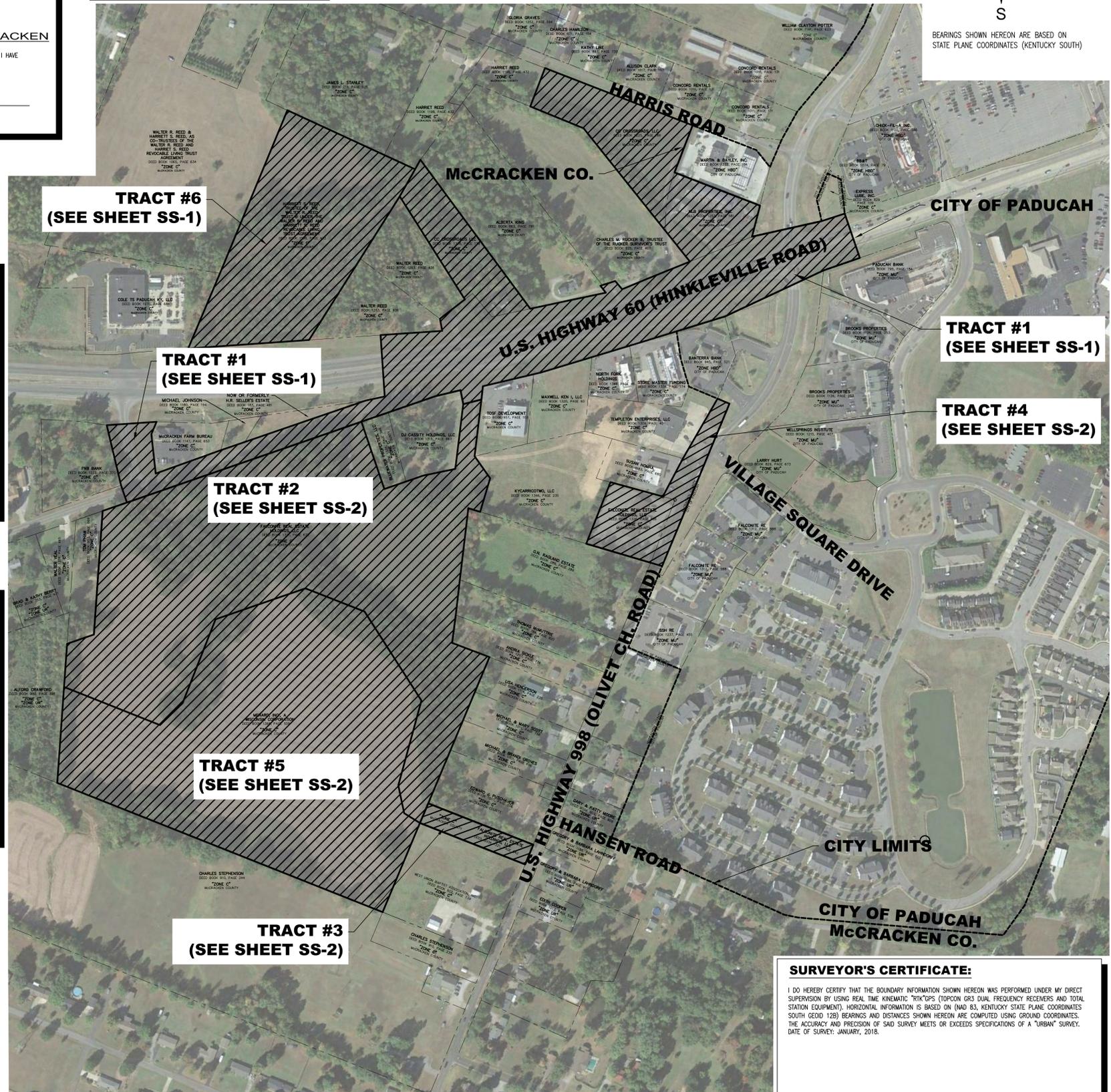
OWNER (KYTC-COMMONWEALTH OF KENTUCKY) DATE

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____
 COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____, WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC SIGNATURE: _____
 MY COMMISSION EXPIRES: _____



SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS AND TOTAL STATION EQUIPMENT). HORIZONTAL INFORMATION IS BASED ON (NAD 83, KENTUCKY STATE PLANE COORDINATES SOUTH (GSD 128) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF A "URBAN" SURVEY. DATE OF SURVEY: JANUARY, 2018.

 K. JETT WOOD, P.L.S. #3445 DATE

CITY OF PADUCAH ANNEXATION-OVERALL SHEET

PROJECT NO.: 17497 DATE: MAY 2018
 DRAWN BY: AGARGUS CHECKED BY: J.WOOD

| REV. | DESCRIPTION | BY | DATE |
|------|-------------|----|------|
| | | | |
| | | | |
| | | | |

BACON | FARMER | WORKMAN
 ENGINEERING & TESTING, INC.
 500 SOUTH 7th STREET
 1215 DUKELAND DRIVE
 PADUCAH, KY 40301
 PHONE: 270.443.1985 PHONE: 418.972.9100



Hwy 60 (Hinkleville Rd.) & Hwy 998 (Olivet Ch. Rd.)
 McCRACKEN COUNTY, KENTUCKY

SHEET
 SS-0

CITY OF PADUCAH



BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES (KENTUCKY SOUTH)

BROOKS PROPERTIES
DEED BOOK 1126, PAGE 253
"ZONE MU"
CITY OF PADUCAH

WELLSPRINGS INSTITUTE
DEED BOOK 1215, PAGE 407
"ZONE MU"
CITY OF PADUCAH

LARRY HURT
DEED BOOK 829, PAGE 673
"ZONE MU"
CITY OF PADUCAH

VILLAGE SQUARE DRIVE

FALCONITE RE
DEED BOOK 1312, PAGE 588
"ZONE MU"
CITY OF PADUCAH

FALCONITE RE
DEED BOOK 1312, PAGE 588
"ZONE MU"
CITY OF PADUCAH

SSH RE
DEED BOOK 1237, PAGE 455
"ZONE MU"
CITY OF PADUCAH

U.S. HIGHWAY 998 (OLIVET CH. ROAD)

HANSEN ROAD

GREGORY & BARBARA LAHNDORFF
DEED BOOK 1188, PAGE 617
"ZONE UR"
McCRACKEN COUNTY

GREGORY & BARBARA LAHNDORFF
DEED BOOK 1188, PAGE 617
"ZONE UR"
McCRACKEN COUNTY

EDITH
DEED BOOK 1188, PAGE 617
"ZONE UR"
McCRACKEN COUNTY

GARY & PATTY MOORE
DEED BOOK 909, PAGE 909
"ZONE UR"
McCRACKEN COUNTY

EDWARD J. PUSCHAUER
DEED BOOK 1001, PAGE 556
"ZONE C"
McCRACKEN COUNTY

MICHAEL & BRANDI GROVES
DEED BOOK 1301, PAGE 896
"ZONE C"
McCRACKEN COUNTY

MICHAEL & MARY SCOTT
DEED BOOK 1011, PAGE 796
"ZONE C"
McCRACKEN COUNTY

LISA HENDERSON
DEED BOOK 1174, PAGE 235
"ZONE C"
McCRACKEN COUNTY

ANDRIA SICKLE
DEED BOOK 207, PAGE 776
"ZONE C"
McCRACKEN COUNTY

THOMAS McMUTTRIE
DEED BOOK 784, PAGE 920
"ZONE C"
McCRACKEN COUNTY

O.N. RAGLAND ESTATE
DEED BOOK 282, PAGE 289
"ZONE C"
McCRACKEN COUNTY

KYCARRICOTWO, LLC
DEED BOOK 1346, PAGE 235
"ZONE C"
McCRACKEN COUNTY

SUSAN HOMRA
DEED BOOK 1183, PAGE 680
"ZONE C"
McCRACKEN COUNTY

FALCONITE REAL ESTATE HOLDINGS, LLC
DEED BOOK 1326, PAGE 586
"ZONE C"
McCRACKEN COUNTY

TEMPLETON ENTERPRISES, LLC
DEED BOOK 1309, PAGE 40
"ZONE C"
McCRACKEN COUNTY

STORE MASTER FUNDING
DEED BOOK 1339, PAGE 174
"ZONE C"
McCRACKEN COUNTY

NORTH FORK HOLDINGS
DEED BOOK 1349, PAGE 48
"ZONE C"
McCRACKEN COUNTY

MAXWELL KEN I, LLC
DEED BOOK 1320, PAGE 93
"ZONE C"
McCRACKEN COUNTY

TOSF DEVELOPMENT
DEED BOOK 957, PAGE 103
"ZONE C"
McCRACKEN COUNTY

DJ CASSITY HOLDINGS, LLC
DEED BOOK 1319, PAGE 663
"ZONE C"
McCRACKEN COUNTY

BLUWATER PROPERTIES, LLC
DEED BOOK 1319, PAGE 663
"ZONE C"
McCRACKEN COUNTY

NOW OR FORMERLY H.R. SELLER'S ESTATE
DEED BOOK 183, PAGE 481
"ZONE C"
McCRACKEN COUNTY

MICHAEL JOHNSON
DEED BOOK 1180, PAGE 194
"ZONE C"
McCRACKEN COUNTY

McCRACKEN FARM BUREAU
DEED BOOK 1147, PAGE 653
"ZONE C"
McCRACKEN COUNTY

FNB BANK
DEED BOOK 1232, PAGE 370
"ZONE C"
McCRACKEN COUNTY

OLD HIGHWAY 60

TRACT #2
AREA=947,983 S.F.
ACRES=21.76

FALCONITE REAL ESTATE HOLDINGS, LLC
DEED BOOK 1321, PAGE 672
"ZONE C"
McCRACKEN COUNTY

TRACT #4
AREA=92,978 S.F.
ACRES=2.13

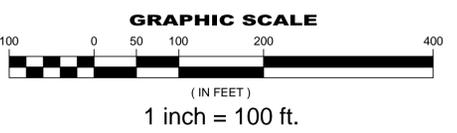
TRACT #5
AREA=869,106 S.F.
ACRES=19.95

MENARD, INC., A WISCONSIN CORPORATION
DEED BOOK 1366, PAGE 509
"ZONE C"
McCRACKEN COUNTY

TRACT #3
AREA=29,916 S.F.
ACRES=0.69

FALCONITE REAL ESTATE HOLDINGS, LLC
DEED BOOK 1321, PAGE 542
"ZONE C"
McCRACKEN COUNTY

CHARLES STEPHENSON
DEED BOOK 910, PAGE 244
"ZONE C"
McCRACKEN COUNTY



LEGEND

| | |
|--|-----------------------------|
| | PROPOSED CITY/COUNTY LIMITS |
| | ADJOINING PROPERTY LINE |
| | EXISTING CITY/COUNTY LIMITS |
| | ANNEXATION LIMITS |

PROJECT NO.: 17497 DATE: MAY 2018
DRAWN BY: AGARGUIS CHECKED BY: J.WOOD

| REV. | DESCRIPTION | BY | DATE |
|------|-------------|----|------|
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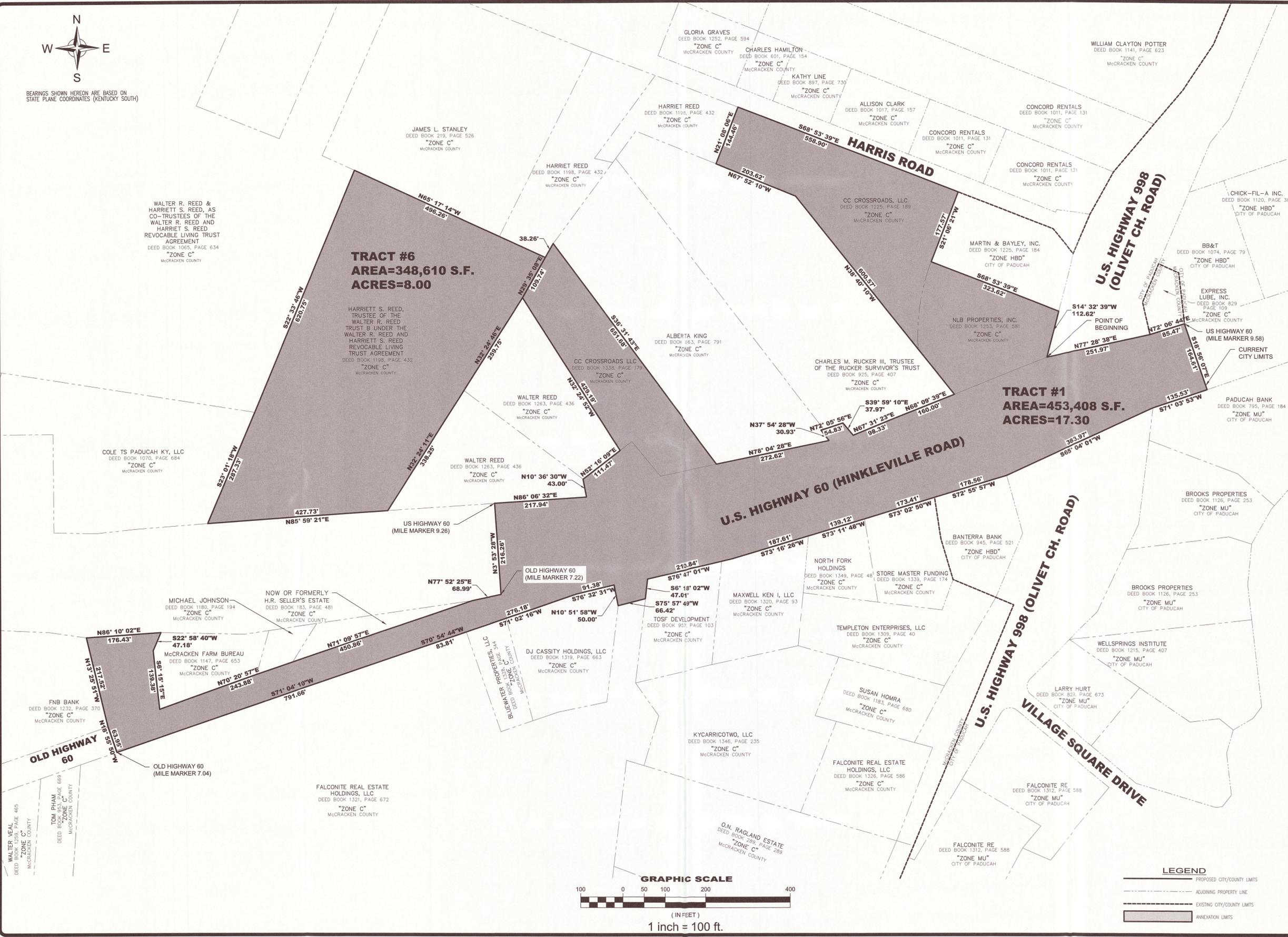
BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 7th STREET 4th FLOOR
PADUCAH, KY 40301
PHONE: 270.443.1955

CITY OF PADUCAH ANNEXATION TRACTS #2 - #4
HWY 60 (HINKLEVILLE RD.) & HWY 998 (OLIVET CH. RD.)
McCRACKEN COUNTY, KENTUCKY

SHEET
SS-2



BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES (KENTUCKY SOUTH)



WALTER R. REED & HARRIETT S. REED, AS CO-TRUSTEES OF THE WALTER R. REED AND HARRIETT S. REED REVOCABLE LIVING TRUST AGREEMENT
DEED BOOK 1055, PAGE 634
"ZONE C"
McCRACKEN COUNTY

TRACT #6
AREA=348,610 S.F.
ACRES=8.00

HARRIETT S. REED, TRUSTEE OF THE WALTER R. REED TRUST B UNDER THE WALTER R. REED AND HARRIETT S. REED REVOCABLE LIVING TRUST AGREEMENT
DEED BOOK 1198, PAGE 432
"ZONE C"
McCRACKEN COUNTY

TRACT #1
AREA=453,408 S.F.
ACRES=17.30



LEGEND

| | |
|--|-----------------------------|
| | PROPOSED CITY/COUNTY LIMITS |
| | ADJOINING PROPERTY LINE |
| | EXISTING CITY/COUNTY LIMITS |
| | ANNEXATION LIMITS |

PROJECT NO.: 17497 DATE: MAY 2018
DRAWN BY: A. GARBUS CHECKED BY: J. WOOD

| REV. | DESCRIPTION | BY | DATE |
|------|-------------|----|------|
| | | | |
| | | | |
| | | | |

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

98 SOUTH DIXIE STREET, 4TH FLOOR, PADUCAH, KY 40309
PHONE: 252.642.1995
FAX: 252.642.1996
www.bfwengineering.com

CITY OF PADUCAH ANNEXATION TRACT #1
HWY 60 (HINKLEVILLE RD.) & HWY 998 (OLIVET CH. RD.)
McCRACKEN COUNTY, KENTUCKY
CITY OF PADUCAH

SHEET
SS-1

Agenda Action Form

Paducah City Commission

Meeting Date: June 26th, 2018

Short Title: Change Order #1: City Hall Phase I Improvement Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr

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

Background Information:

City Hall Phase I Improvement Project is utilizing available historical preservation tax credits estimated at \$400,000.00 given by the Kentucky Heritage Council (KHC) since City Hall is listed on the national registrar of historical places. In order to receive tax credits, the project team must submit key historical components of the project to KHC for their approval.

During the bid process for the City Hall Phase I Improvement Project, A&K Construction, the low bidder for the project, included a proposed window type provided by Winco Windows in their original bid amount of \$4,087,400.00. The window type provided by Winco Windows was submitted to the KHC for acceptance and was denied with the condition that KHC desired to solely accept the basis of design window type, supplied by St. Cloud Window. The change in window supplier resulted in a \$206,381.00 increase to the original bid amount.

A&K Construction's adjusted bid of \$4,293,781.00 was accepted based on the condition that the design team would further discuss window types and suppliers with KHC. The goal of discussions was to find a product that would meet KHC requirements and reduce the bid amount back to the original amount of \$4,087,400.00. During that process, it was determined that KHC's preferred supplier, St. Cloud Windows, no longer manufactured the desired window type. As a result, KHC determined that the original window supplier, Winco Windows, would be acceptable.

A change order reducing A&K Construction's contract by \$206,381.00 is recommended. The approval of this change order will bring A&K Construction's contract amount back to the original base bid of \$4,087,400.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: City Hall Phase I
Improvements
Account Number: PF0076-001-20000-20002
Project Number: PF0076

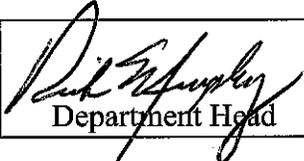
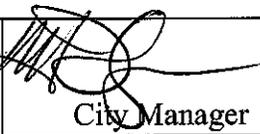
 6/26/2018
Finance

Staff Recommendation:

Authorize the Mayor to accept Change Order #1, which reduces A&K Construction's contract by \$206,381.00. This will reduce their contract to the original bid amount of \$4,087,400.

Attachments:

Ordinance #2018-1-8512, Change Order Request

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

ORDINANCE 2018-7-_____

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH A & K CONSTRUCTION FOR A PRICE REDUCTION IN THE AMOUNT OF \$206,381.00 FOR THE CITY HALL PHASE I PROJECT

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

WHEREAS, due to a change in window suppliers, the contract with A & K Construction has been reduced by \$206,381.00; and

WHEREAS, Change Order No. 1 is required to reduce the contract by \$206,381.00, for a total contract price of \$4,087,400.00.

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

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 with A & K Construction for an overall price reduction in the amount of \$206,381.00 for the City of Paducah's City Hall Phase I Project, henceforth, decreasing the total contract price to \$4,087,400.00.

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

Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners June 26, 2018

Adopted by the Board of Commissioners, July 10, 2018

Recorded by Paducah City Clerk, July 10, 2018

Published by The Paducah Sun, _____

\\ord\eng\chgord 1-City Hall Phase I Project decrease

ADOPTED

AN ORDINANCE ACCEPTING THE BID OF A & K CONSTRUCTION FOR CONSTRUCTION OF CITY HALL PHASE I PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of A & K Construction in an amount not to exceed \$4,293,781.00, for construction of City Hall Phase I Project, said bid being in substantial compliance with the bid specifications, and as contained in the bid of A & K Construction November 30, 2017.

SECTION 2. That the Mayor be authorized to execute a contract with A & K Construction for construction of the City Hall Phase I Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to project account PF0076.

SECTION 4. This ordinance shall become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, January 9, 2018
Adopted by the Board of Commissioners, January 23, 2018
Recorded by Tammara S. Sanderson, City Clerk, January 23, 2018
Published by The Paducah Sun,
\\ord\eng\bid-City Hall Phase I-construction



Document G701™ - 2017

Change Order

PROJECT: (Name and address)Exterior Restoration
Paducah City Hall**CONTRACT INFORMATION:**Contract For: General Construction
Date: January 23, 2018**CHANGE ORDER INFORMATION:**Change Order Number: 001
Date: June 6, 2018**OWNER: (Name and address)**City of Paducah
300 South 5th Street
Paducah, KY 42003**ARCHITECT: (Name and address)**Marcum Engineering
500 N 17th Street
Paducah KY 42003**CONTRACTOR: (Name and address)**A & K Construction
100 Calloway Court
Paducah, Kentucky 42001**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Item No. 1.1 Project's Basis of Design specified St. Cloud 2500 Series windows. The 2500 Series is no longer available and Winco 3600 Series windows will be substituted. This substitution has been approved by the Kentucky Heritage Council, decreasing the Contract amount by \$206,381.00.

Total for Item No. 1.1 <\$206,381.00>

| | |
|--|-----------------|
| The original Contract Sum was | \$ 4,293,781.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 4,293,781.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ -206,381.00 |
| The new Contract Sum including this Change Order will be | \$ 4,087,400.00 |

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be December 31, 2018

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Marcum Engineering
 ARCHITECT (Firm name)
Basil D. [Signature] 6/11/18
 SIGNATURE

A & K Construction
 CONTRACTOR (Firm name)
[Signature]
 SIGNATURE

City of Paducah
 OWNER (Firm name)

 SIGNATURE

Baccus Oliver, PE
 PRINTED NAME AND TITLE
 6/8/2018
 DATE

JUSTIN HOPKINS PM
 PRINTED NAME AND TITLE
 6-12-18
 DATE

 PRINTED NAME AND TITLE

 DATE

April 12, 2018



PFGW
ARCHITECTS

Mr. Johnny Baucum
Marcum Engineering, LLC
500 South 17th Street
Paducah, Kentucky 42001

RE: Exterior Restoration
Paducah City Hall
300 South 5th Street
Paducah, Kentucky 42003
Marcum Engineering File No. 17519
PFGW File No. 1728

Dear Johnny,

Please see below description for credit for windows manufactured by Winco.

Rationale:

The basis of design for the windows was the St. Cloud 2500 Series. Per the bidding documents, Winco was listed as an acceptable manufacturer and was provided in the bid submitted by A&K. After bids were accepted, it was discovered that the St. Cloud 2500 Series was no longer available and was replaced by the 3000 Series. While the bid amount by A&K was for the Winco window, the signed contract included the St. Cloud window, increasing the contract amount by \$206,381.00.

Paducah City Hall is listed on the National Register of Historic Places and is applying for state historic tax credits, the Kentucky Heritage Council (KHC) had to approve this change. Upon review by the KHC, the Winco 3600 Series has been approved for use, while the project remains eligible for state historic tax credits.

Description of Request:

The contractor shall provide a credit proposal for the change in window manufacturer, from St. Cloud to Winco.

The proposal shall be broken down to reflect labor, material, any unit costs, and mark-up.

Please let me know if you have any questions or need additional information.

Sincerely,
Peck Flannery Gream Warren Inc.

Jeff Canter, NCARB, AIA
Project Architect

Agenda Action Form

Paducah City Commission

Meeting Date: June 26, 2018

Short Title: Recodification of the Paducah Code of Ordinances

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Lindsay Parish & Tammara Sanderson
Presentation By: Lindsay Parish

Background Information: KRS 83A.060(11) requires cities to review and revise their Code of Ordinances for internal consistency and state law compliance once every 5 years. In June of 2017 the City entered into a professional services agreement with Municipal Code Corporation for the recodification of the Paducah Code of Ordinances.

City staff worked with Municipal Code Corporation and Denton Law Firm to eliminate redundant, obsolete and invalid provisions. To prevent inconsistencies in the future, code sections taken directly from state statute will cite the KRS in the hard copy version and link directly to the KRS in the online version.

KRS 83A.060(5) allows city legislative bodies to adopt the recodification by one ordinance which incorporates the provisions without setting them out in full if a copy of code accompanies the adopting ordinance and is made part of the permanent records of the city. Simply stated, this means the adopting ordinance does not have to set out all of the strikethroughs and underlines in every section as long as a new code book is received and filed as a permanent record.

Changes to note:

- A total of 20 Chapters of the code were updated.
- The Recodification includes 14 ordinances adopted by the Commission that are now codified.
- The Ordinance No. 2018-1-8509 related to Human Relations and Ordinance No. 2018-4-8521 related to Smoking in Public Places were adopted after the cut-off date and are not included in the recodification. They will be codified in Supplement No. 1 this fall/winter.
- Regular Meetings for the Board of Commissioners changed to the 2nd & 4th Tuesdays of the month.
- Updated the Order of Business for Commission meetings to reflect the use of the Consent Agenda meeting format.
- Begging Ordinance updated to comply with Kentucky Supreme Court Decision on panhandling.
- Degenderized the majority of the code.
- Multiple sections updated for compliance with the American's with Disabilities Act.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

| |
|---------|
| Finance |
|---------|

Staff Recommendation: Adopt an ordinance to enact the new Code of Ordinances for the City of Paducah.

Attachments: Substantive Changes list from Municipal Code Corporation.
Updated Begging Ordinance with underlines & Strikethroughs.

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

ORDINANCE NO. 2018-____-_____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF PADUCAH, KENTUCKY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

Section 1. The Code entitled "Code of Ordinances, City of Paducah, Kentucky," published by Municipal Code Corporation, consisting of chapters 1 through 126, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before November 28, 2017, and not included in the Code or recognized and continued in force by reference therein, are repealed in their entirety.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed \$250.00. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the Commission to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after November 28, 2017, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS ch. 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, June 12, 2018

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

\ord\Recodification 2018

Certificate of Adoption

I, _____, the duly qualified and acting City Clerk of the City of Paducah, hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 2018-__-____ adopted at the regular meeting of the Board of Commissioners of the City of Paducah, held on _____, 2018.

City Clerk

municode

Web | Legal | Pay

Roger D. Merriam

Senior Code Attorney (Admitted to Practice in Florida)

rdm@municode.com 1-800-262-2633 ext. 1257 www.municode.com

June 2018

**TO: CITY ATTORNEY
CITY OF PADUCAH, KENTUCKY**

RE: PADUCAH RECODIFICATION—SUBSTANTIVE CHANGES

This memorandum summarizes the substantive changes that will be promulgated by adoption of the new city code.

Chapter 2. Administration

ARTICLE II. CITY MANAGER PLAN

Sec. 2-32. Governing officers. Tied to KRS 83A.030, 83A.150.

ARTICLE III. CITY OFFICIALS

Division 1. Generally

Sec. 2-51. Oath; bond.

1. Tied to Ky. Const. § 228.
2. Deleted subsection (b) as obsolete in light of blanket bonding.

Sec. 2-52. Compensation.

1. Deleted subsection (a)(1) as obsolete.
2. Revised subsection (b) to correctly name the Personnel and Pay Classification Plan as provided in section 40-126
3. Tied subsections (c) and (d) as covered by KRS 83A.070.
Division 2. Elected Official

Sec. 2-72. Removal procedure. Tied to KRS 83A.040(9).

Division 3. Nonelected Officials

Sec. 2-91. Establishment of nonelected offices; appointment and removal of nonelected officers. Delete subsections (a)—(c) and (d)(1) and (d) 2) as covered by KRS 83A.070, 83A.080.

Sec. 2-92. City Clerk. Tied subsection (b)(1)—(5) to KRS 83A.085. Tied the oath provision in subsection (d) to Ky. Const. § 228 and the bond as covered by blanket bonding.

Sec. 2-93. City Manager. Deleted subsection (b) as covered by KRS 83A.150. Tied subsection (f) to Ky. Const. § 228. Deleted subsection (g) as obsolete in light of blanket bonding.

Sec. 2-94. Finance Director. Revised to correctly name Finance Department and to remove obsolete language.

ARTICLE IV. BOARD OF COMMISSIONERS
Division 1. Generally

Sec. 2-121. Election, qualifications and compensation of members. Tied subsection A to KSA ch. 83A.

Sec. 2-122. Vacancies. Tied to KRS 83A.175.

Sec. 2-123. Powers and duties. Tied to KRS 83A.150.

Division 2. Rules of Procedure

Sec. 2-141. Presiding officer. Tied to KRS 83A.150(3).

Sec. 2-142. Time and notice of meetings. Tied subsection (b) as to KRS 83A.130(11).

Sec. 2-144. Robert's Rules of Order adopted. So as to avoid adopting by reference problems, altered to reference the 11th edition of Roberts Rules of Order, Newly Revised.

Sec. 2-145. Order of business; names of members present to be noted; hearing of spectators. Revised to reflect the Consent Agenda Meeting Format.

Division 3. Ordinances

Secs. 2-172(1)—2-174. Ordinances generally. Tied to KRS 83A.060(1)—(3).

Sec. 2-175. Reading requirement; emergency ordinances. Tied to KRS 83A.060(4), (7).

Sec. 2-176. Adoption of standard codes by reference. Tied to KRS 83A.060(5).

Sec. 2-177. Records of actions of Board of Commissioners; recording of votes. Tied to KRS 83A.060(8).

Sec. 2-178. Indexing and maintenance. Tied to KRS 83A.060(8).

Sec. 2-179. Publication. Tied subsection (a) to KRS 83A.060(9).

Sec. 2-180. Establishment of additional requirements for adoption. Tied to KRS 83A.060(10).

Sec. 2-181. Periodic review. Tied to KRS 83A.060(11).

Sec. 2-182. Municipal orders. Tied to KRS 83A.060(12), (13).

Sec. 2-183. Proof of ordinances and orders; use of Code as evidence. Tied to KRS 83A.060(14).

Sec. 2-184. Legislative immunity of Commissioners. Tied to KRS 83A.060(15).

ARTICLE V. DEPARTMENTS
Division 1. Generally

Sec. 2-211. Establishment. Revised to use correct titles for city departments.
("Administrative" changed to "General Government")

Division 3. Paducah-Mccracken County Health Department

Delete as obsolete.

Division 4. Police Department

Sec. 2-272. Fees for services rendered by department. (c) deleted as covered by the
Taxi Cab Ordinance

Sec. 2-275. Number, rank and salaries of members; clothing allowance; issuance of handgun. Altered to allow the option for an officer retiring from the department in good standing to purchase their weapon if they choose to do so.

Sec. 2-278. Educational incentive plan. Altered to remove outdated portions now covered by collective bargaining agreements.

Division 4. Fire Department

Sec. 2-306. Use of automotive equipment. Deleted the requirement of driving within speed limits as creating tort liability problems. It also contradicted other language in this section.

Division 6. 911 Communications Services

Sec. 2-327. Fees for services. Deleted the second sentence as obsolete.

ARTICLE VI. CITY ADMINISTRATIVE BODIES

Division 1. Generally

Sec. 2-341. Absences from meetings; conflicts of interest in employment and business matters. Deleted subsection (d) (*resignation deadline for present employees*) as obsolete.

Division 2. Board of Adjustment

Sec. 2-364. Terms of members. Except for when terms expire and the last sentence, deleted as covered by KRS 100.217.

Sec. 2-367. Applicability of state law. Deleted as not needed.

Division 4. Housing Commission

Altered per instructions.

Division 5. Paducah-Mccracken County Convention and Visitors Bureau

Sec. 2-421. Established; purpose. Altered to reference KRS 91A.350—91A.392.

Sec. 2-422. Composition; appointment and term of members. Tied to KRS 91A.360.

Sec. 2-423. Officers; employment of personnel and authority to make contracts. Tied to KRS 91A.360(4).

Sec. 2-424. Annual audit. Tied to KRS 91A.360(5).

Division 6. Paducah-Mccracken County Riverport Authority

Sec. 2-442. Composition; appointment, qualifications and term of members. Tied subsections (1) and (3) to KRS 65.540.

Division 7. Paducah-Mccracken County Telecommunications and Information Authority

Deleted as obsolete.

Division 8. Transit Authority

Sec. 2-482. Established; powers and duties.

1. So as to avoid duplication of KRS 96A.020, revised subsection (a) to only state that a transit authority is created pursuant to KRS 96A.020 and delete subsection (c).
2. Tied subsection (d) to covered by KRS 96A.090.
3. Tied to subsection (e) to covered by KRS 96A.100.
4. Tied to subsection (f) to covered by KRS 96A.110.
5. Tied to subsection (g) to covered by KRS 96.220.

Sec. 2-483. Managing board.

1. Tied subsections (b) and (h) and (i) to KRS 96A.040.
2. Tied subsections (d) and (e) to KRS 96A.070.
3. Tied subsections (f) and (g) to KRS 96A.060.

Sec. 2-484. Fiscal year. Tied to KRS 96A.050.

Sec. 2-485. Financing methods. Tied to KRS 96A.120.

Sec. 2-486. Insurance requirements. Tied to KRS 96A.180.

Sec. 2-487. Annual audit. Tied KRS 96A.190.

Division 9. Youth Advisory Commission

Deleted per instructions.

Division 10. Arts Resources Advisory Committee

Delete as obsolete.

Division 11. Cross-References to Other Administrative Bodies

Deleted all provisions except 2-542 and 2-545 and transferred § 2-541 to article V (department of parks and recreation).

Division 12. Alpha Project Board of Directors

Deleted as obsolete. See Code § 2-552.

Division 13. Paducah-McCracken County Industrial Development Authority

Sec. 2-562. Composition; appointment of members. Except for the number of members, tied to KRS 154.50-326.

Sec. 2-564. Terms of members. Tied to KRS 154.50-326.

Division 14. Barkley Regional Airport Board

Sec. 2-567. Composition; appointment of members. Tied to KRS 183.132.

Sec. 2-568. Qualifications of members; city and county officials not eligible for membership. Tied to KRS 183.132.

Sec. 2-569. Terms of members. Tied to KRS 183.132.

Division 15. Main Street Department Board of Directors

Sec. 2-572. Composition; appointment of members. Deleted as covered by Code § 2-573.

ARTICLE VIII. FINANCE AND PROCUREMENT

Division 1. Generally

Sec. 2-604. Ordinances and municipal orders approving contracts. Changed from "Ordinances Approving Contracts" to "Ordinances and Municipal Orders Approving Contracts" for accuracy.

Division 2. Funds and Accounts

Sec. 2-621. Locomotive Memorial Trust Fund. Deleted as obsolete.

Division 3. Procurement

Because Code § 2-642 adopts KRS 45A.345—45A.460, provisions covered by same have been recommended for deletion.

Sec. 2-641. Definitions. Except for the definitions of chief executive officer, cooperative purchasing, debarment, immediate family, legislative body or governing board, local purchasing unit, and suspension, tied to KRS 45A.345.

Sec. 2-654. Competitive negotiations—Generally. Tied to KRS 45A.370, 45A.375.

Sec. 2-659. Noncompetitive negotiations. Tied to KRS 45A.380. (New Code § 2-816)

Sec. 2-663. Bidder security and bonds. Tied subsections (a) and (b) to KRS 45A.430.

Sec. 2-667. Conflict of interest. Tied to KRS 45A.455.

Sec. 2-668. Disposition of surplus or excess property. Tied subsection (b) to KRS 45A.425.

ARTICLE IX. PUBLIC RECORDS

Division 1. Generally

Sec. 2-691. Definitions. Tied the definition of public records to KRS 61.870(2).

Division 2. Procedures for Requesting Public Records

Sec. 2-713. Procedure when record is not immediately available. Tied to KRS 61.872(5).

Sec. 2-714. Refusal of unreasonable requests. Tied to KRS 61.872(6).

Sec. 2-718. Right to obtain copies; format of copies. Tied to KRS 61.874.

Sec. 2-719. Fees for copies. Tied to KRS 61.874(3), (4).

Sec. 2-721. Online access to records in electronic form. Tied to KRS 61.874(6).

Sec. 2-723. Records protected from disclosure. Tied to KRS 61.878.

Sec. 2-724. Notification of Attorney General of actions filed against city. Tied to KRS 61.880(3).

Chapter 10. Amusements and Entertainment

ARTICLE II. PINBALL MACHINES AND POOLROOMS

Delete as obsolete.

Chapter 14. Animals

ARTICLE I. IN GENERAL

Sec. 14-1. Keeping of animals generally; keeping of animals which constitute nuisance. Deleted the second sentence of subsection (b) as beyond the power of the city to provide.

Sec. 14-4. Bird sanctuary designated; molesting birds. As chickens are legal (see Code § 14-3), change birds to wild birds.

Sec. 14-7. Cruelty to animals; authority to impound; and redemption of impounded animals. Delete subsections (a) and (b) as covered by KRS 525.130.

Sec. 14-9. Penalty. Revised to declare violation to be a public nuisance.

ARTICLE II. DOGS

Sec. 14-31. Duties of Dog Warden and police officers relative to impoundment. In this section and other sections in this article changed city dog warden to county dog warden. This is done in this section in the definition.

Sec. 14-44. Penalty. Revised to declare violation to be a public nuisance.

Chapter 8. Buildings and Building Regulations

ARTICLE V. ELECTRICAL WORK

Sec. 18-93. Disconnection of service because of defects in wiring. Altered to reference the Building, Electrical and Fire Codes Appeals Board

ARTICLE V. ADMINISTRATION AND ENFORCEMENT

Sec. 18-123. Building Codes Appeals Board. Altered per instructions, merging Code § 18-124 therein, thereby deleting § 18-124.

Chapter 22. Cable Communications

Sec. 22-132. Paducah Cable Communications Authority. Deleted as obsolete.

Chapter 34. Community Planning and Development

Renamed chapter Planning and Community Development and relocated to proper alphabetical order, including former chapter 82 therein. Numerous changes (per instructions) have been made in this chapter.

ARTICLE II. DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT

Renamed the department as planning and community development department. Appropriate changes are made throughout this chapter.

ARTICLE III. ECONOMIC DEVELOPMENT (ENTERPRISE ZONES)

Deleted as obsolete.

ARTICLE IV. HISTORIC BUILDINGS

Sec. 34-72. Certificate of demolition required for redevelopment of historic properties and redevelopment in historic area including structures considered significant to the stabilization of historic districts. Per Code § 18-1, change inspection department to fire prevention division. This is also done in Code § 34-73.

Sec. 34-80. Historic properties designated. Updated to include all historic properties.

ARTICLE VI. URBAN RENEWAL

Deleted as obsolete.

Chapter 46. Fire Prevention and Protection

ARTICLE I. IN GENERAL

Sec. 46-2. Storage of flammable materials; obstructing access to or exit from premises. Deleted as covered by provisions adopted by reference in article II of this chapter.

ARTICLE II. KENTUCKY STANDARDS OF SAFETY (FIRE PREVENTION CODE)

Sec. 46-31. Adoption of Kentucky Standards of Safety and National Fire Codes. Correct K.A.R. reference to be to 10:060.

Sec. 46-63. Parking vehicle near fire hydrant or fire department connection; fire lanes. Changed ten feet to 15 feet. See KRS 189.450(5)(i).

Chapter 58. Human Relations

Throughout this chapter changed handicapped to disability and handicapped to persons with disabilities.

ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITIES

Sec. 58-61. Unlawful employment practices. Altered subsection (a) to be consistent with KRS 344.040 by prohibiting discrimination because the individual is a smoker or nonsmoker, as long as the person complies with any workplace policy concerning smoking.

Sec. 58-62. Exceptions. Altered subsection (4) to be consistent with KRS 344.040 by prohibiting discrimination because the individual is a smoker or nonsmoker, as long as the person complies with any workplace policy concerning smoking.

ARTICLE V. FAIR HOUSING

Sec. 58-101. Unlawful housing practices. Conformed to KRS 344.360.

Sec. 58-102. Exceptions. Conformed to KRS 344.362, 344.365.

Sec. 58-103. Unlawful financial practices. Conformed to KRS 344.370.

Chapter 62. Massage Parlors

Sec. 62-1. Definitions. Added reference to KRS 309.350 to 309.364.

Sec. 62-5. Licensee and employees to be free from communicable disease; physician's verification. Deleted as obsolete.

Chapter 66. Offenses and Miscellaneous Provisions

ARTICLE II. OFFENSES AGAINST PROPERTY

Sec. 66-31. Destroying, injuring or defacing public property. Deleted as covered by KRS 512.040.

ARTICLE III. OFFENSES AGAINST PUBLIC PEACE AND SAFETY

Division 1. Generally

Sec. 66-62. Disorderly conduct. Deleted as covered by KRS 525.060.

Sec. 66-64. Shooting BB guns or firearms. Altered per instructions.

Sec. 66-68. Begging. Revised so as to avoid constitutional problems.

Chapter 70. Parks and Recreation

ARTICLE I. IN GENERAL

Sec. 70-5. Rules of conduct for recreational areas.

1. In subsection (6), edited to comply with ADA regulations for service animals.
2. In subsection (9) added exemption for conduct authorized by Code § 22-79.

ARTICLE II. DEPARTMENT OF PARKS AND LEISURE SERVICES

Altered to reference the department of parks and recreation.

ARTICLE III. BROOKS STADIUM COMMISSION

Sec. 70-53. Terms of members; appointments; vacancies; and compensation. Deleted provisions for initial terms of office as obsolete.

ARTICLE V. RULES AND REGULATIONS FOR SKATEPARK

Sec. 70-94. Rules and regulations. In subsection (17) added an exemption for assistance dogs. See KRS 258.500.

ARTICLE VI. TEMPORARY SUSPENSION OF PERSONS ON CITY RECREATIONAL AREAS

Sec. 70-127. Hearing before director; findings; final order. Altered subsection (1) to state that the right to legal counsel does not obligate the city to furnish legal counsel if the accused cannot afford legal counsel.

Chapter 74. Peddlers and Solicitors

Sec. 74-2. Entering private residence without invitation. Altered to prohibit door-to-door solicitation between 7:00 p.m. and 9:00 a.m. See *City of Watseka v. Illinois Public Action Council*, 796 F.2d 1547 (7th Cir. 1986), *affd.* 479 U.S. 1048, 109 S. Ct. 919, 93 L. Ed. 2d 972 (1987), *reh. den.* 480 U.S. 926, 107 S. Ct. 1389, 94 L. Ed. 2d 703; *New Jersey Citizen Action Group v. Edison*, 797 F.2d 1250 (3d Cir. 1986), *cert. den. sub. nom.* *Township of Piscataway v. New Jersey* 479 U.S. 1103, 107 S. Ct. 1336, 94 L. Ed. 2d 186; *Wisconsin Action Coalition v. City of Kenosha*, 767 F.2d 1248 (7th Cir. 1985); *ACORN v. City of Frontenac*, 714 F.2d 813 (8th Cir. 1983); *Massachusetts Fair Share Inc. v. Town of Rockland*, 610 F. Supp. 682 (D.C. Mass.1985); *New York Community Action Network v. Town of Hempstead*, 601 F. Supp. 1066 (E.D.N.Y. 1984); *Connecticut Citizens Action Group v. Town of Southington*, 508 F. Supp. 43 (D. Conn.1980); *West Virginia Citizens Action Group v. Daley*, 324 S.E.2d 713 (W. Va.1984).

Sec. 74-3. Registration of telephone solicitors. Deleted as obsolete. Most telephone solicitations originate outside the city.

Chapter 78. Personnel

Turned the editor's note regarding collective bargaining agreements into a code section so as to
not be overlooked.

ARTICLE III. COMPENSATION

ARTICLE IV. CIVIL SERVICE

Sec. 78-94. Board of Civil Service Commissioners. Tied (b) to KRS 90.310.

Sec. 78-95. Examinations.

1. Tied subsections (a) and (d) to KRS 90.320.
2. Deleted subsection (e) as obsolete.

Sec. 78-96. Establishment of positions and salaries. Deleted as covered by Code § 78-99.

Sec. 78-98. Filling of vacancies. Tied to KRS 90.350(6).

Sec. 78-99. Position and pay plan adopted. Delete as superseded by Code § 78-111.

Chapter 82. Planning

ARTICLE I. IN GENERAL

Sec. 82-4. Effect of chapter on other laws. Deleted as not needed. Subdivisions and zoning are included in the code.

ARTICLE II. PLANNING COMMISSION

Sec. 82-32. Composition; appointment, term and compensation of members. In subsection (b), delete the 'two-thirds' provision as covered by KRS 100.133. Tied subsection (c) to KRS 100.143.

Chapter 98. Streets, Sidewalks and Other Public Places

ARTICLE III. STREET CUTS

Sec. 98-62. Inspection and approval of work. Changed engineering division to engineering department; this is done elsewhere also.

Chapter 106. Taxation

ARTICLE I. IN GENERAL

Sec. 106-1. Annual property assessment and levy of ad valorem tax. Deleted subsection (c) as obsolete.

Sec. 106-2. Due date; penalty and interest for unpaid tax. Deleted subsection (e) per instructions.

Sec. 106-6. Bank franchise and local deposit tax. Deleted the last sentence of subsection (a), all of subsection (b), the introductory language in subsection (c), and provisions in subsection (e) re: taxes paid in 1997 as obsolete.

ARTICLE III. GROSS RECEIPTS LICENSE TAX

Sec. 106-63. License and payment of tax required; exemptions. Altered to reference definition of gross receipts in Sec. 106-61.

Sec. 106-65. Annual license tax imposed on business entities; filling of annual license tax return and business license application; payment of annual license tax; due date for filing and payment of tax. Altered to correctly title Annual License Tax Application.

ARTICLE IV. LICENSE FEE FOR EMPLOYEES

Sec. 106-186. Employer to issue statement certifying compensation paid to employee and deductions for license fees. Altered to specifically reference W-2 form.

Sec. 106-193. Disposition and use of fees. Altered to correctly reference General Fund.

ARTICLE V. PROPERTY TAXES FOR MUNICIPAL PURPOSES AND SCHOOL PURPOSES

Deleted. The taxes levied herein are only for a period one year and therefore are not of a general and permanent nature and should not be codified.

Chapter 108. Telecommunications

ARTICLE II. WIRE TELECOMMUNICATIONS SYSTEMS LICENSING ORDINANCE

Sec. 108-55. Rights of individuals, affirmative action program, and equality of employment. So as to be consistent with KRS 344.040 added as prohibited discriminatory grounds “or because the individual is a smoker or nonsmoker, as long as the person complies with any workplace policy concerning smoking.”

Chapter 110. Traffic and Vehicles

ARTICLE I. IN GENERAL

Division 1. Generally

Sec. 110-1. Definitions. Tied applicable definitions to KRS 189.010.

Sec. 110-9. Through streets. Changed maintenance department to public works department. This change is also made in Code § 110-42.

Division 3. High Frequency Police Receiving Sets

Deleted as obsolete. This effectively prohibits CB radios.

ARTICLE III. PARKING REGULATIONS

Division 1. Generally

Sec. 110-179. Handicapped parking. Changed handicapped to persons with disabilities. See generally KRS 189.459.

ARTICLE V. TRUCKS, TRAILERS AND SEMITRAILERS

Sec. 110-281. Definitions. Tied definitions to statute.

Chapter 114. Utilities

ARTICLE II. SEWERS

DIVISION 9. JOINT SEWER AGENCY

Sec. 114-242. Board. In subsection (c), eliminated provisions for initial terms of office as obsolete.

ARTICLE III. WATER

Division 2. Commissioners of Waterworks

Sec. 114-292. Qualifications. Tied to KRS 96.320.

Sec. 114-293. Ex officio member. Tied to KRS 96.320.

Sec. 114-295. Bond. Tied to KRS 96.320.

Sec. 114-301. Secretary or Treasurer. Deleted the bond as obsolete in light of blanket bonding.

ARTICLE IV. ELECTRICITY

Division 2. Electric Plant Board

Sec. 114-354. Bond and oath of members. Tied oath to Ky Const. § 228. Deleted provisions relative to the bond as covered by blanket bonding.

Sec. 114-355. Terms of members; vacancies. In subsection (a), eliminated provisions for initial terms of office as obsolete.

Chapter 126. Zoning

Sec. 126-31. Zone classifications and boundaries. Added the HM district. See Code § 126-119.

Sec. 126-71. Off-street parking and loading areas. In subsection (i), changed handicap to persons with disabilities. See generally KRS 189.459.

Sec. 126-77. Waiver of yard requirements when structure is modified for handicap accessibility. Changed handicap to persons with disabilities. See generally KRS 189.459.

Sec. 66-68. Begging.

~~No person shall go about from door to door of private homes or commercial and business establishments, or place himself in or upon any public way or public place, to beg or receive alms for himself.~~

(a) The following words, terms and phrases, when used in this section, shall have the meanings provided in this subsection, except where the context clearly indicates a different meaning:

Accosting means approaching or speaking to a person in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his person, or upon property in his immediate possession.

Ask, beg or solicit means and includes, without limitation, the spoken, written or printed word or such other acts as are conducted in furtherance of the purpose of obtaining donations.

Forcing oneself upon the company of another means continuing to ask, beg or solicit from a person after that person has made a negative response, blocking the passage of the individual addressed, or otherwise engaging in conduct which could reasonably be construed as intended to compel or force a person to accede to demands.

(b) It shall be unlawful for any person to solicit money or other things of value:

(1) On private property if the owner, tenant or lawful occupant has asked the person not to solicit on the property or has posted a sign clearly indicating that solicitations are not welcome on the property;

(2) Within fifteen (15) feet of the entrance to or exit from any public toilet facility;

(3) Within fifteen (15) feet of an automated teller machine, provided that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;

(4) Within fifteen (15) feet of any pay telephone, provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance or exit of the telephone booth or facility;

(5) Within any public transportation vehicle, or within fifteen (15) feet of any bus stop, taxi stand or rapid transit stop;

(6) From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this subsection shall not apply to services rendered in connection with emergency repairs requested by the owner or passengers of such vehicle;

(7) From any person who is waiting in line for entry to any building, public or private, including, but not limited to, any residence, business or athletic facility; or

(8) Within fifteen (15) feet of the entrance or exit from a building, public or private, including, but not limited to, any residence, business or athletic facility.

(c) Nothing in subsection (a) of this section shall be interpreted to prohibit related parties from soliciting money or other things of value from one another.

(d) It shall be unlawful for any person to solicit money or other things of value by:

(1) Accosting another; or

(2) Forcing oneself upon the company of another.

(Code 1968, § 19-64; Code 1996, § 131.08; Code 1997, § 66-68; Ord. of 12-12-1967)