



**CALLED CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 10, 2018
6:00 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

DELETIONS

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

	I.	<u>CONSENT AGENDA:</u>
		A. Minutes
		B. Civic Beautification Reappointment
		C. Receive & File Documents
		D. Personnel Actions – M. RUSSELL
		E. Approve Interlocal Agreement for Edward Byrne Justice Accountability Grant – B. BARNHILL
		F. Approve Revised Lease Agreement with Oscar Cross Boys & Girls Club – M. THOMPSON
		G. Purchase FY 18-19 Roll Out Containers – R. MURPHY
		H. Contract for Services with Paxton Park Golf Course – M. THOMPSON
	II.	<u>ORDINANCE(S) – ADOPTION</u>

		A. Approve Final Subdivision for the Colgan Properties, LLC Commercial Subdivision – R. MURPHY
		B. Repeal Traffic Commission Ordinance – J. ARNDT
	III.	<u>COMMENTS</u>
		A. City Manager Comments
		B. Board of Commissioners Comments
		C. Public Comments
	IV.	<u>EXECUTIVE SESSION</u>

August 28, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, August 28, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PROCLAMATION

Mayor Harless presented a proclamation for Attendance Awareness Month to Director of Pupil Personnel Troy Brock with Paducah Independent Schools.

PRESENTATION

INNOVATIONS BRANDING HOUSE

Brand Strategist Ashley Stark with Innovations Branding House presented a research initiative to the City Commission which they are conducting on behalf of the City. Innovations Branding House will obtain feedback from the community and from City of Paducah employees by conducting a survey. The survey will take place in the next few weeks to determine what projects and activities citizens are currently engaged in and to determine how best to engage citizens in the Strategic Plan.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor asked the City Clerk to read the items on the Consent Agenda.

I(A)	Minutes for the August 21, 2018 City Commission Meeting
I(B)	Reappointment of Paul Bradford and Cathy Crecelius to the Paducah Planning Commission. These terms shall expire August 31, 2022.
I(C)	Appointment of Kenneth B. Hurt, Sr. to the Paducah Human Rights Commission to replace Rafiel Banks whose term has expired. This term shall expire July 24, 2021.
I(D)	Reappointment of Heather Coltharp and Christopher B. Jones and appointment of Regan Wainscott to replace Rodney Worak whose term has expired to the Historical & architectural Review Commission (HARC). These terms shall expire June 4, 2021.
I(E)	<p><u>Receive & File Documents</u></p> <p><u>Minute File:</u></p> <ol style="list-style-type: none">1. Notice of Called Meeting of Board of Commissioners – August 21, 20182. Certificate of Liability Insurance – 3C’s Concrete Work, LLC <p><u>Deed File:</u></p> <ol style="list-style-type: none">1. Deed of Conveyance – City of Paducah to Paducah-McCracken County Industrial Development Authority (Ord. #2018-8-8543) <p><u>Contract File:</u></p>

	<ol style="list-style-type: none"> 1. Contract with Peel & Holland - Strategic Health Risk Advisor & Strategic Benefit Placement Services (MO #2133) 2. Contract For Services – Barkley Regional Airport Authority (MO#2140) 3. Updated Exhibit to Assistance Agreement between COP and the Kentucky Infrastructure Authority (MO#1929) <p><u>Bids File</u></p> <ol style="list-style-type: none"> 1. Bid Documents for Three (3) ZTR mowers: <ol style="list-style-type: none"> (a) Tapps Outdoor Equipment (b) ERB Equipment Company (c) Treads & Auto Service, Inc. (d) Hutson, Inc. (e) Heartland Outdoor Equipment* (Recommended bid for acceptance) 2. Surplus Property Sealed Bid Form – 603 South 8th Street <ol style="list-style-type: none"> (a) Shenon Minter (b) Macedonia Missionary Baptist Church* 3. Surplus Property Sealed Bid Form –605 South 8th Street <ol style="list-style-type: none"> (a) Shenon Minter (b) Macedonia Missionary Baptist Church* 4. Surplus Property Sealed Bid Form – 1216 Park Avenue <ol style="list-style-type: none"> (a) Darrell Matheny* 5. Surplus Property Sealed Bid Form – 517 North 7th Street <ol style="list-style-type: none"> (b) Kathleen Kelly*
I(F)	Personnel Actions
I(G)	<p>A MUNICIPAL ORDER REPEALING MUNICIPAL ORDER NO. 1816 RELATED TO THE PURCHASE OF REAL PROPERTY LOCATED AT 605 SOUTH 8TH STREET BY HARLAND BRAZIER; FURTHER DECLARING THE PROPERTY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF MACEDONIA MISSIONARY BAPTIST CHURCH IN THE AMOUNT OF \$50.00 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 605 SOUTH 8TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (M.O. # 2143; BK 10)</p>
I(H)	<p>A MUNICIPAL ORDER REPEALING MUNICIPAL ORDER NO. 1815 RELATED TO THE PURCHASE OF REAL PROPERTY LOCATED AT 603 SOUTH 8TH STREET BY HARLAND BRAZIER; FURTHER DECLARING THE PROPERTY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF MACEDONIA MISSIONARY BAPTIST CHURCH IN THE AMOUNT OF \$50.00 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 603 SOUTH 8TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (M.O. # 2144; BK 10)</p>
I(I)	<p>A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 517 NORTH 7TH STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF KATHLEEN KELLY IN THE AMOUNT OF \$1.00 PLUS RECORDING AND DEED</p>

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	PREPARATION FEES FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (M.O. # 2145; BK 10)
I(J)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1216 PARK AVENUE TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF DARRELL MATHENY IN THE AMOUNT OF \$1.00 PLUS RECORDING AND DEED PREPARATION FEES FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (M.O. # 2146; BK 10)
I(K)	A MUNICIPAL ORDER ACCEPTING THE BID OF HEARTLAND OUTDOOR EQUIPMENT, INC., FOR SALE TO THE CITY OF THREE (3) ZTR MOWERS IN A TOTAL AMOUNT OF \$26,331.10 FOR USE BY THE PADUCAH PARKS DEPARTMENT GROUNDS MAINTENANCE DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O. # 2147; BK 10)
I(L)	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, DIRECTING THE CITY MANAGER AND HIS STAFF TO PROMPTLY NOTIFY NEIGHBORHOOD RESIDENTS AFTER AN ESCAPE OCCURS AT THE KEETON CORRECTIONAL FACILITY (M.O. # 2148; BK 10)

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

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

ORDINANCE(S) – EMERGENCY

APPROVE CHANGE ORDER NO. 3 FOR CITY HALL RENOVATION PROJECT PHASE I

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce and adopt an Ordinance entitled, “AN ORDINANCE APPROVING CHANGE ORDER NO. 3 WITH A & K CONSTRUCTION FOR A PRICE INCREASE IN THE AMOUNT OF \$63,854.00 FOR THE CITY HALL PHASE I PROJECT AND DECLARING AN EMERGENCY TO EXIST.” This Ordinance is summarized as follows: In this Emergency Ordinance the City of Paducah approves Change Order No. 3 with A & K Construction for scaffolding, curtain barrier and IMAC Emergency Clean Up Services for asbestos abatement for the interior lantern/atrium of City Hall, henceforth, increasing the total contract price to \$4,168,090.00 and authorizes the Mayor to execute the change order.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-8-8545; BK 35)

APPROVE CHANGE ORDER NO. 4 FOR CITY HALL RENOVATION PROJECT PHASE I

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce and adopt an Ordinance entitled, “AN ORDINANCE APPROVING CHANGE ORDER NO. 4 WITH A & K CONSTRUCTION FOR A PRICE INCREASE IN THE AMOUNT OF \$154,193.00 FOR THE CITY HALL PHASE I PROJECT AND DECLARING AN EMERGENCY TO EXIST.” This Ordinance is summarized as follows: In this Emergency Ordinance

August 28, 2018

the City of Paducah approves Change Order No. 4 with A & K Construction for removal of intact lantern ceiling materials, repair of lantern ceiling using EIFS overlay and painting of soffit in the interior lantern of City Hall, henceforth, increasing the total contract price to \$4,322,283.00 and authorizes the Mayor to execute the change order.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-8-8546; BK 35)

NOTICE REQUIREMENT FOR ALL PRIVATE CORRECTIONAL FACILITIES

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce and adopt an Ordinance entitled, "AN ORDINANCE REQUIRING PRIVATE CORRECTIONAL FACILITIES TO EXERCISE STRICT CONTROL OF INMATES AND GIVE IMMEDIATE NOTICE TO LAW ENFORCEMENT AGENCIES." This Ordinance is summarized as follows: In this Emergency Ordinance the City of Paducah requires all private correctional facilities in the City of Paducah to adhere to all laws and best practices related to surveillance to prevent the escape or unaccounted for absences of inmates, probationers or parolees. Further, said facilities are required to immediately inform the Paducah Police Department, McCracken County Sheriff's Department, Kentucky State Police Department and all correctional facility employees of an escape or unaccounted for absence of a probationer, inmate or parolee from the facility's custody. This ordinance requires all private correctional facilities to develop written policies and procedures within 30 days of the passage of this ordinance to ensure that the notice is provided. Further, this ordinance provides the penalty for failure to comply with the notice and policy and procedure requirements. Pursuant to KRS 83A.060(9), the following Section 4 of the Ordinance is set forth in its entirety: Section 4. Penalty. The failure of Facilities to strictly comply with the requirements of this ordinance is hereby deemed to be sufficient legal grounds to revoke the Facilities business license pursuant to Chapter 106 of the Code of Ordinances of the City of Paducah.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-8-8547; BK 35)

ORDINANCE(S) – INTRODUCTION

APPROVE FINAL SUBDIVISION FOR THE COLGAN PROPERTIES, LLC, COMMERCIAL SUBDIVISION

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3501 PECAN DRIVE; ACCEPTING THE DEDICATION OF RIGHT OF WAY; ACCEPTING PUBLIC UTILITY EASEMENTS; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT." This ordinance is summarized as follows: An Ordinance approving the final report of the Paducah Planning Commission on the proposed final subdivision for the property known as Colgan Properties, LLC, U.S. Highway 62 & Pecan Drive, accepting dedication of right of way and public utility easements and accepting irrevocable Letter of Credit No. 8033 in the amount of \$150,000. In addition, the City of Paducah hereby authorizes the Mayor to subscribe a certificate of approval on the plat.

REPEAL TRAFFIC COMMISSION ORDINANCE

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE REPEALING CHAPTER 110, SECTION 110-5 TRAFFIC COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF

August 28, 2018

PADUCAH, KENTUCKY.” This ordinance is summarized as follows: The City of Paducah hereby repeals in its entirety Section 110-5, Traffic Commission, of the Paducah Code of Ordinances.

DISCUSSION

TRAFFIC STUDY FOR BUCKNER LANE, PINES ROAD & PECAN DRIVE

The Commission discussed the traffic congestion at the intersections of Pecan Drive & Buckner Lane as well as at the intersection of Buckner Lane and Pines Road. HDR Engineering performed a traffic study and presented four alternatives to the Board of Commissioners at the July 24, 2018, City Commission Meeting.

The Paducah Traffic Commission met on August 17, 2018, to discuss the HDR traffic study in order to make a recommendation to the City Commission. The Traffic Commission unanimously voted to recommend to the Board of Commissioners the installation of an all-way stop at the intersection of Buckner Lane and Pecan Drive for immediate relief and then budget in FY 2020 a signal device and turn lane at that intersection. Further, the Traffic Commission unanimously voted to recommend to the Board of Commissioners that no action be taken at the Buckner Lane & Pines Road intersection.

After discussion, Commissioner Abraham offered motion, seconded by Mayor Harless, that the Board of Commissioners accept the recommendation of the Paducah Traffic Commission regarding the intersection at Pecan Drive & Buckner Lane and the intersection at Buckner Lane & Pines Road.

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

COMMENTS

CITY MANAGER COMMENTS

City Manager Arndt reported that work is underway for the action steps of the Strategic Plan. The plan is to have a formal document in place by this Thursday, August 30th.

Budget Committees are underway with a couple of committees having already met and the others planning to meet soon.

BOARD OF COMMISSIONERS COMMENTS

Commissioner Holland congratulated Mayor Harless on being named Healthy Kentucky Policy Champion by the Foundation for a Healthy Kentucky due to her leadership with the Paducah Board of Commissioners in implementing a comprehensive smoke-free policy for the City of Paducah.

ADJOURN

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

Meeting ended at approximately 6:26 p.m.

ADOPTED: September 10, 2018

Brandi Harless, Mayor

August 28, 2018

ATTEST:

Lindsay Parish, City Clerk

September 10, 2018

Minute File:

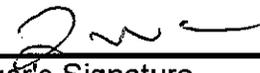
1. Strategic Plan Implementation Action Plan
2. Report from Summit Environmental Services, Inc. –
Asbestos Air Monitoring July 16-31, 2018

Contract File:

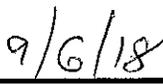
1. Contract For Services – Paducah Wall To Wall Mural Board (signed by CM)
2. Change Order #3 – City Hall Restoration (ORD #2018-8-8545)
3. Change Order #4 – City Hall Restoration (ORD #2018-8-8546)
4. Contract For Purchase of six pickup trucks – Linwood Motors (MO#2138)
5. Contract For Services – Amendment for Codes and Permitting Phase – Tyler Technologies (MO#2142)

CITY OF PADUCAH
September 10, 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
September 10, 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>FIRE - SUPPRESSION</u>					
Hansen, Wayne C.	Firefighter/Relief Driver \$15.60/Hr.	Acting Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	July 2, 2018
Hansen, Wayne C.	Acting Fire Lieutenant \$16.85/Hr.	Firefighter/Relief Driver \$15.60/Hr.	NCS	Non-Ex	August 16, 2018

TERMINATIONS - FULL-TIME (F/T)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Golightly, Cory C. **Failed post-employment testing	Telecommunicator	Employment offer recinded	September 4, 2018
<u>POLICE OPERATIONS</u>			
Kopischke, Brian F.	Police Officer	Retirement	September 30, 2018

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Anderson, Ajiyah M.	Pool Attendant	End Seasonal Employment	September 10, 2018
Bruce, Meredith A.	Recreation Leader	End Seasonal Employment	September 10, 2018
Cates, Tristan G.	Recreation Leader	End Seasonal Employment	September 10, 2018
Cook, Madalyn B.	Recreation Leader	End Seasonal Employment	September 10, 2018
Davidson, Macy E.	Lifeguard	End Seasonal Employment	September 10, 2018
Dew, Caroline A.	Lifeguard	End Seasonal Employment	September 10, 2018
Donaldson, Nikayla D.	Pool Attendant	End Seasonal Employment	September 10, 2018
Dortch, Zyla B.	Lifeguard	End Seasonal Employment	September 10, 2018
Ellison, Olivia G.	Lifeguard	End Seasonal Employment	September 10, 2018
Elrod, Aviona T.K.	Pool Attendant	End Seasonal Employment	September 10, 2018
Ertle, Kayla B.	Recreation Leader	End Seasonal Employment	September 10, 2018
Ferrell, Hannah R.	Lifeguard	End Seasonal Employment	September 10, 2018
Fitzpatrick, Jaden L.	Recreation Leader	End Seasonal Employment	September 10, 2018
Grogan, Sophie V.	Lifeguard	End Seasonal Employment	September 10, 2018
Harned, Emme C.	Lifeguard	End Seasonal Employment	September 10, 2018
Lowery, Claren W.	Pool Attendant	End Seasonal Employment	September 10, 2018
Massa, Trevor J.	Lifeguard	End Seasonal Employment	September 10, 2018
Meier, Kevin C.	Lifeguard	End Seasonal Employment	September 10, 2018
Seitz, Leigh A.	Pool Attendant	End Seasonal Employment	September 10, 2018
Shannon, Mack	Recreation Leader Internship	End Seasonal Employment	September 10, 2018
Shell, Kaitlyn N.	Recreation Leader	End Seasonal Employment	September 10, 2018
Spencer, Shelbi M.	Lifeguard	End Seasonal Employment	September 10, 2018
Stewart, Kelly A.	Recreation Leader	End Seasonal Employment	September 10, 2018
Tyler-Williams, Victorion J.	Pool Attendant	End Seasonal Employment	September 10, 2018
Uhlik, Clare M.	Lifeguard	End Seasonal Employment	September 10, 2018

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 10, 2018**

Watkins, Kristen S.

Pool Attendant

End Seasonal Employment

September 10, 2018

Wiggins, Morgan A.

Summer Camp Coordinator

End Seasonal Employment

September 10, 2018

**Agenda Action Form
Paducah City Commission**

Meeting Date: 10 September 2018

Short Title: 2018-2019 Edward Byrne Memorial Justice Accountability Grant (JAG) Application Interlocal Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Joe Hayes, Melanie Townsend
Presentation By: Chief Brandon Barnhill

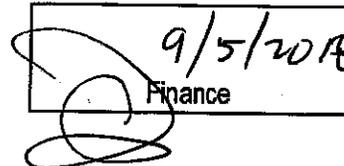
Background Information: The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city has received a notice of eligibility for the amount of \$11,816.

Through Municipal Order No. 2135, the City Commission approved applying for this grant at its Aug. 21, 2018, meeting for the following purpose: the Paducah Police Department proposes to purchase five (5) hand held radios. The total project cost is \$13,872. The \$2,056 difference between available funds and the total cost will come from the department's general fund.

The application requires an Interlocal Agreement to be signed and approved by the City Commission and the McCracken County Fiscal Court, ensuring neither entity has applied for federal funds for this project.

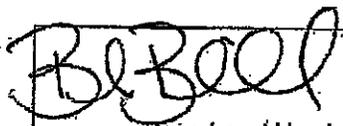
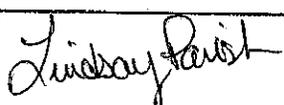
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:
Project Number:
CFDA: 16.738


9/5/2018
Finance

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

Attachments: Interlocal Agreement Regarding an Edward Byrne Memorial Justice Accountability Grant (JAG) application.

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE COUNTY OF MCCRACKEN, KENTUCKY, FOR A 2018-2019 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U. S. DEPARTMENT OF JUSTICE

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

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement between the City of Paducah and the County of McCracken, Kentucky, to provide for the administration of a 2018-2019 Edward Byrne Memorial Justice Accountability Grant through the U. S. Department of Justice and to set forth the City as lead agency, fiscal agent and primary administrator of said grant. The term of this Agreement shall be that of the JAG Award, a one year period beginning October 1, 2018, and ending September 30, 2019, unless terminated by either party.

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 10, 2018
Recorded by Lindsay Parish, City Clerk, September 10, 2018
\\ord\grants\agree-interlocal (Edward Byrne Grant 2018-19)

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

THIS AGREEMENT, made and entered into on this ____ day of _____, 2018 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2018, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

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

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

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$11,816 offered by the U.S. Bureau of Justice; and,

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

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

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$11,816 allocated in the 2018 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

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

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

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

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

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

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

III: REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2018 , and ending September 30, 2019 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: ALLOCATION OF FUNDING

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2018 JAG award allocation in the amount of \$11,816 on behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchase, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the FY2018 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

ARTICLE VII: ASSIGNMENT

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

ARTICLE VIII. MISCELLANEOUS

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

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

County: County of McCracken
 Attn: County Judge Executive
 McCracken County Courthouse
 Paducah, KY 42003-1700

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

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

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

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

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

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

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

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

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

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

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

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor Brandi Harless

Date executed: _____

ATTEST: _____

City Clerk Lindsay Parish

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Judge Executive Bob Leeper

Date executed: _____

ATTEST: _____

Fiscal Court Clerk Julie Griggs

Date executed: _____

HAVE SEEN AND CONSENT TO FORM FOR EXECUTION:

By: _____

Gregg Ladd, Representative Department of Local Government

Date executed: _____

Prepared by:

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

**Agenda Action Form
Paducah City Commission**

Meeting Date: September 10, 2018

Short Title: New Lease of the former Armory Building to Oscar Cross Boys & Girls Club

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jim Arndt, Mark Thompson, Holly Homra, Denton Firm

Presentation By: Mark Thompson, Parks and Recreation Director

Background Information:

In April of 2014 the City and Oscar Cross Boys & Girls Club entered into a lease agreement. OCBGC came to us requesting authorization to make facility changes and changes to the original lease. After going through the paperwork on the project we verified that we cannot give the property to OCBGC. Additionally the review uncovered the need for a new concessions lease that met the standards of the National Parks Service. The new lease is attached. It calls for a twenty year lease which is the maximum allowable. Furthermore, after approval by the City Commission, OCBGC will be able to make structural changes to the building such as a gym as their needs increase. . The OCBGC Board and City staff had the opportunity for input and all have come to agreement with the new lease.

Finally, the former lease has to be terminated in order for the new lease to be in place.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name: N/A

Account Number:

Project Number:

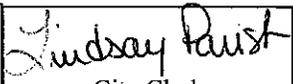
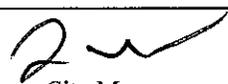
Finance

Staff Recommendation:

Adopt a Municipal Order authorizing the Mayor to execute a new Lease Agreement OCBGC for the former Armory, 2956 Park Avenue and termination of the existing lease from April of 2014.

Attachments:

Copy of Lease Agreement

<i>MHT</i> Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF A TERMINATION OF LEASE AGREEMENT AND A NEW CONCESSION AGREEMENT AMONG CITY OF PADUCAH, MCCRACKEN COUNTY, KENTUCKY AND OSCAR CROSS BOYS AND GIRLS CLUB OF PADUCAH, INC.

WHEREAS, The United States of America has deeded to the City of Paducah ("City") certain property located at 2956 Park Avenue, Paducah, Kentucky (the "Premises") pursuant to the Federal Lands to Parks Program of the National Parks Service; and

WHEREAS, pursuant to Municipal Order No. 1767, the City has leased the Premises to Oscar Cross Boys and Girls Club of Paducah, Inc. ("Oscar Cross") through a lease agreement dated January 1, 2014; and

WHEREAS, City has determined that it is necessary to terminate the above-referenced lease and to enter into a new agreement ("Concession Agreement") with Oscar Cross in compliance with the requirements of the National Parks Service;

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

Section 1. The Board of Commissioners hereby approves the Termination of Lease Agreement among the City and Oscar Cross in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Termination of Lease Agreement for the purposes therein specified, and the execution and delivery of the Termination of Lease Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Termination of Lease Agreement.

Section 2. The Board of Commissioners hereby approves the Concession Agreement among the City and Oscar Cross in substantially the form attached hereto as Exhibit B and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Concession Agreement for the purposes therein specified, and the execution and delivery of the Concession Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Concession Agreement together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Concession Agreement.

Section 3. All ordinances, resolutions, orders or parts thereof in conflict with the

provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 4. 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 Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2018
Adopted by the Board of Commissioners, _____, 2018
Recorded by City Clerk, _____, 2018

EXHIBIT A
TERMINATION OF LEASE AGREEMENT

See attachment.

TERMINATION OF LEASE

THIS TERMINATION OF LEASE AGREEMENT is made and executed on this ____ day of _____, 2018, by and between the CITY OF PADUCAH, KENTUCKY, OF P.O. Box 7265, Paducah, Kentucky 42002-7265, hereinafter referred to as "City," and OSCAR CROSS BOYS & GIRLS CLUB OF PADUCAH, INC., of P.O. Box 203, Paducah, KY 42002-0203, hereinafter referred to as "Oscar Cross".

WITNESSETH:

WHEREAS, on or about January 1, 2014, the City and Oscar Cross entered into a certain lease agreement whereby the City leased to Oscar Cross the real property and improvements located at 2956 Park Avenue, Paducah, McCracken County, Kentucky;

WHEREAS, Oscar Cross continues in possession of the Leased Premises under the terms of said Lease; and

WHEREAS, the City and Oscar Cross, with approval from the Secretary of the Interior and/or its representative, the National Park Service, have entered into a new Concession Agreement for the assignment of the above-described premises to Oscar Cross;

WHEREAS, to consummate such Concession Agreement, Oscar Cross and the City are required to terminate the current Lease Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the City and Oscar Cross hereby declare that the Lease Agreement, and any amendments thereto, concerning the Leased Premises is hereby terminated, and of no legal force and effect, as of the effective date of this Termination.

This Termination of Lease shall be effective as of the day and date first above written.

WITNESS our signatures as of the date first above written.

CITY OF PADUCAH, KENTUCKY

OSCAR CROSS BOYS & GIRLS CLUB OF PADUCAH, INC.

By: _____
Brandi Harless, Mayor

By: _____

Title: _____

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2018 by Brandi Harless, Mayor of the City of Paducah, Kentucky, on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2018 by _____, _____ of Oscar Cross Boys & Girls Club of Paducah, Inc., on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

**EXHIBIT B
CONCESSION AGREEMENT**

See attachment.

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, (“Agreement”) is made and executed as of this ___ day of _____, 2018, by and between the CITY OF PADUCAH, KENTUCKY, of P.O. Box 7265, Paducah, Kentucky 42002-7265, hereinafter referred to as “City,” and OSCAR CROSS BOYS & GIRLS CLUB OF PADUCAH, INC., of P.O. Box 203, Paducah, KY 42002-0203, hereinafter referred to as “Oscar Cross”.

WHEREAS, the City took fee title to certain lands located at 2956 Park Avenue, Paducah, McCracken County, Kentucky, known as the Army Reserve Training Center, from the United States of America (hereinafter referred to as the “USA”) as surplus property, and deeded to the City of Paducah on February 28, 2012. Said deed is attached and hereinafter referred to as Exhibit A; and

WHEREAS, Condition No. 3 of said deed provides that the City shall not sell, lease, assign, or otherwise dispose of the premises, except to another eligible government agency. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provides prior concurrence with such agreement is provided in writing by the Secretary of the Interior or his/her delegated representative, National Parks Service ; and

WHEREAS, the City and Oscar Cross desire to provide a public nondiscriminatory recreation facility on the above-described premises for the use and benefit of the general public; and

WHEREAS, the City is satisfied that the provision of additional services and facilities at the above-described premises is in the City’s best interest;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Oscar Cross to provide a recreation facility upon a portion of the real property described in Exhibit A attached hereto and incorporated herein by this reference. .

1. **Location.** The City does hereby assign to Oscar Cross the use of the premises as described in Exhibit A, along with exclusive use of the appurtenant parking lot (“Assigned Premises”). The City and Oscar Cross shall reasonably cooperate in their joint use and enjoyment of the parking lot. The Assigned Premises shall also include the detached maintenance garage located on the property. The City will at all times maintain possession and control of the detached maintenance garage and shall have the right to use the detached maintenance garage until such time as Oscar Cross shall notify the City of its desire to construct a gymnasium on the property. All plans and specifications for such construction shall be submitted to the City Commission for approval. After approval of the plans and specifications by

the City, Oscar Cross agrees to give the City no less than forty-five (45) days' notice prior to the start of construction, at which time the City will vacate the property.

Said Assigned Premises shall be utilized by Oscar Cross ONLY as a public, nondiscriminatory recreation facility and for no other purpose. Oscar Cross shall utilize the Assigned Premises in compliance with any and all applicable federal, state, and local laws, codes, and ordinances. Oscar Cross hereby accepts the Assigned Premises in its present condition, "AS IS," and with all present defects and deficiencies.

2. **Use of Assigned Premises.** (a) Oscar Cross shall use, occupy and maintain the Assigned Premises in a business like, careful, clean, and non-hazardous manner for the sole purpose of a recreational facility; (b) such use shall be considered Oscar Cross's Concession Operation; (c) Oscar Cross shall conduct its operations in strict compliance with, and subject to all of the restrictions, covenants, terms, and provisions imposed by the Secretary on the Assigned Premises as set forth in Exhibit A; (d) Written approval by the City and written concurrence by the Secretary shall be required for any other proposed use(s) in conjunction with or in addition to those specified in this Agreement.

Oscar Cross shall have full use and control of the Assigned Premises. Oscar Cross may, at its sole option, open the Assigned Premises for public use during times Oscar Cross is not conducting games or other regularly scheduled activities. Oscar Cross shall not be liable for any claims, demands, or causes of action arising from public use or use by other organizations of the property and improvements thereon, unless said claim, demand, or cause of action directly arises from Oscar Cross's failure to keep the Assigned Premises in a state of good repair.

3. **Personal Property and Fixtures.** In furtherance of the objectives of this Agreement, Oscar Cross shall have the use of certain personal property and fixtures currently owned by the City which shall be maintained in good working condition, subject to reasonable wear and tear. Upon completion of this Agreement, all items shall be accounted for and returned to the City. During the course of this Agreement, any damage to personal property or fixtures shall be reported to the City within a reasonable time of when the damage occurs.

4. **Term.** The primary term of this agreement shall be for a term of twenty (20) years, commencing on _____, 2018 and ending on _____, 2038.

5. **Concession Payments.** Oscar Cross shall pay unto City, as fees for the use and occupancy of the Assigned Premises, the sum of One Dollar (\$1.00) per annum, which sum shall be paid on the date of the execution of this Agreement and upon each renewal date hereof.

6. **Records and Documents.** With respect to all matters covered by this Agreement, Oscar Cross's records and documents shall be subject at all times to inspection or review by the City. Oscar Cross will supply the City with any documents that may be needed by the City to file required compliance reports with the Secretary.

7. **Maintenance and Repair.** During the term of this Agreement, Oscar Cross shall, at its sole cost and expense, keep the Assigned Premises, both interior and exterior, in a state of good condition and repair, including the parking lot as identified on the attached Exhibit B. All repairs, replacements, maintenance, and restorations made by Oscar Cross shall be made in a good and workmanlike manner, and Oscar Cross shall use materials at least equal in quality to the replaced materials when new. Oscar Cross shall at all times maintain the Assigned Premises.

During the term of this Agreement, the City shall maintain the green space surrounding the Assigned Premises.

8. **Improvements.** Oscar Cross may make, or cause to be made, to the Assigned Premises, such future improvements as may be necessary or appropriate in connection with the carrying on and efficient operation of Oscar Cross's use and occupancy of the Assigned Premises, subject to all applicable building codes and the reasonable approval of the Engineering/Public Works Director or his designee. As part of the commencement of any construction at or upon the Assigned Premises, Oscar Cross shall first supply written notice to the Engineering/Public Works Director or his designee describing the nature and extent of the specific improvements to be undertaken.

9. **Sponsorships.** Oscar Cross may sell sponsorships to individual organizations and/or private companies, and erect sponsor's signs in the Assigned Premises, subject to the prior written approval of the Engineering/Public Works Director, or his designee, as to the size and location of the sign in the Assigned Premises. Installation of any exterior signage shall require approval through the City's sign ordinance.

10. **Utilities.** Oscar Cross shall be responsible for the cost of all utilities relative to the Assigned Premises including specifically the utility bill from Paducah Power relating to the lighting of the appurtenant parking lot.

11. **Insurance.** City shall maintain insurance coverage on the property, including the buildings and improvements thereon. Oscar Cross releases and relieves the City and waives its entire right of recovery against the City for loss or damage arising out of or incident to the perils that occur in, on, or about the property and improvements, whether caused by the negligence of the City, its agents, employees, or otherwise. Oscar Cross shall obtain from its insurer or insurers provisions permitting waiver of any claim against the City for loss or damage within the scope of the above-specified insurance.

Oscar Cross shall maintain comprehensive general liability coverage covering the Assigned Premises and all related equipment and inventory under which the City shall be held harmless and named as a loss payee for all persons participating in activities within and upon the property. Coverage shall be in accordance with City's present coverage parameters, and any modifications which City shall make in the future.

12. **Indemnity.** Oscar Cross hereby releases and discharges the City and shall fully protect, indemnify, and keep and save the City harmless from any and all claims, demands, and causes of action, and from any and all costs, charges, expense, penalties, and damages relating thereto, which were incurred by any act or omission of Oscar Cross, or any of Oscar Cross's representatives, assignees, agents, employees, licensees, invitees, and any other person or persons occupying the property assigned to Oscar Cross, provided, however, that such loss or damage was not caused by City.

13. **Liens.** Oscar Cross shall keep the Assigned Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Oscar Cross during the term of this Agreement or any extension or renewal thereof.

14. **Surrender and Waste.** Oscar Cross agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Assigned Premises to the City in as good or better condition as at the time of execution of this Agreement, ordinary wear and tear excepted. All trade fixtures, furniture, furnishings, and signs installed on the Assigned Premises by Oscar Cross and paid for by Oscar Cross shall remain the property of Oscar Cross and may be removed upon the expiration of the Term, assuming the same can be removed without materially damaging the Assigned Premises.

15. **Termination.** This Agreement shall terminate automatically upon the occurrence of any one or more of the following events ("events of default"):

- (a) Failure or refusal of Oscar Cross to pay or cause to be paid any rental payments within ten days following the due date;
- (b) Failure by Oscar Cross to perform any agreement, covenant, condition, obligation, and/or undertraining herein contained or to observe or comply with any of the terms, provisions, and conditions of this Agreement, or any other agreement executed by Oscar Cross with the City;
- (c) Proceedings in bankruptcy by or against Oscar Cross, or for reorganization of Oscar Cross's debts, or for the readjustment of any of its respective debts, under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing, be commenced by it or commenced against it;
- (d) The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Oscar Cross's property and/or Oscar Cross's interest in this Agreement, except that should an involuntary bankruptcy proceeding be filed against Oscar Cross, Oscar Cross shall have ninety (90) days to have such proceeding terminated, provided that Oscar Cross has otherwise complied with its obligations herein;
- (e) The issuance of execution against either Oscar Cross's interest in this Agreement or any legal process which by operation of law would cause Oscar Cross's interest in this Agreement to pass to any persons other than Oscar Cross; or
- (f) Oscar Cross abandons the Assigned Premises.

Upon termination of this Agreement, either in lapse pursuant to the terms of the same, or in the event of default as defined herein, after written notice of default sent by City to Oscar Cross, the City may immediately, or at any time thereafter, reenter the Assigned Premises without notice or demand, and remove all persons and things therefrom with or without legal process and without prejudice to any of City's other legal rights, using such force as may be necessary or proper for the purpose.

If upon reentry there remains any abandoned property of Oscar Cross or any other persons upon the Assigned Premises, the City may take possession of such property and sell it at public or private sale with notice to Oscar Cross, and this right to take and sell shall be a prior lien and claim against the property; or the City may, without obligation to do so, take possession of such property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Oscar Cross shall reimburse the city for any expense incurred by the City in connection with such removal or storage. If the City elects to take possession of the property and sell it, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other amounts which may then be due from Oscar Cross to the City, and the balance, if any, shall be paid to Oscar Cross.

Notwithstanding any such reentry, upon default by Oscar Cross or a termination of this Agreement occasioned by reason thereof, the rentals due hereunder for the remainder of the then-current term for the Assigned Premises, and such other charges and/or obligations if any as may otherwise be payable hereunder, shall be immediately due and payable. The City shall have a lien on all personal property brought upon the Assigned Premises to the extent of Oscar Cross's liability to the City hereunder.

In the event of default, the City shall be entitled to collect from Oscar Cross any and all costs and expenses incurred by City in the enforcement of or collection upon this Agreement, including attorneys' fees.

16. **Holding Over.** If Oscar Cross shall, with the consent of the City hold over after the expiration or sooner termination of any term of this Agreement, the resulting tenancy shall, unless mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Oscar Cross shall pay to City the last rate of rental as agreed upon, and shall be bound by all of the provisions of this Agreement. Such holding over period may be terminated by either party upon thirty (30) days written notice.

17. **Damage to Assigned Premises.** In the event that any portion of the Assigned Premises shall be partially or totally destroyed by fire or the elements, or from any cause whatsoever, such shall not affect the continued operation of this Agreement, and this Agreement shall remain in full force and effect in accordance with the terms and provisions hereof, provided, however, that the Assigned Premises subject to the destruction are restored with insurance proceeds, which

restoration shall be at the City's discretion. In the event that the City elects not to restore the Assigned Premises, this Agreement shall terminate.

18. **No Conveyance.** Nothing in this Agreement shall be construed as conveying any estate or interest in the Assigned Premises, or in any of the property described in Exhibit A to this Agreement, from the City to Oscar Cross, nor does this Agreement surrender absolute control over and possession of the Assigned Premises to Oscar Cross. The City, by this Agreement, conveys, and Oscar Cross, by this Agreement, receives only such authority as is set forth in this Agreement, and that may be necessary and appropriate to use the Assigned Premises in a manner that is consistent with the operations specified herein.

Oscar Cross acknowledges that the property, including the Assigned Premises, is subject to the possibility of reversion back to the United States without compensation being paid to Oscar Cross should there be a material breach of noncompliance by the City or Oscar Cross for not adhering to the deed covenants, restrictions, and agreements set forth in Exhibit A.

19. **Condemnation.** In the event of any governmental condemnation of any part of the Assigned Premises, this Agreement shall continue in full force and effect according to the terms and provisions herein. Any compensation paid for the condemnation shall be deemed the property of the City, except to the extent such proceeds represent a payment for property owned by Oscar Cross, which shall be paid to Oscar Cross.

20. **Laws and Regulations.** Oscar Cross is aware of and agrees that it will use the Assigned Premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations, and/or requirements of the United States of America and/or the Commonwealth of Kentucky and/or any ordinance, rule, or regulation of the City, now or hereafter made, relating to the use of the Assigned Premises.

21. **Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach or provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this agreement, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

22. **Inspection of the Assigned Premises.** The City, or its appointed employees or agents, shall have the right to come upon the Assigned Premises for just cause without notice and at reasonable times to examine and inspect the Assigned Premises for purposes of insuring Oscar Cross's compliance with the terms and provisions of this Agreement.

23. **Non-discrimination.** The City and Oscar Cross agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on nor related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F. R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

Executive Order 13672, which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.

24. **Acknowledgment.** This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the United States of America to the City of Paducah, dated February 28, 2012, and recorded at McCracken County Clerk's Office at Book 1229 Page 247, attached hereto as Exhibit A, and the current Program of Utilization which governs the use of the Assigned Premises. Violations of said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement, in the event of a reversion as described in this paragraph, personal and real property improvements associated with the Assigned Premises and owned by Oscar Cross may be subject to seizure, without compensation, by the United States.

25. **Notices.** All notices shall be in writing and sent (unless otherwise provided herein) via first class mail, postage prepaid, or personally delivered. Any marked notice shall be deemed to be sent on the day deposited in the mail. Any notice shall be sent to the following addresses:

CITY:

City of Paducah
Engineering/Public Works Director
P O Box 2267
Paducah, KY 42002-2267

OSCAR CROSS:

Oscar Cross Boys & Girls Club of Paducah, Inc.
P O Box 203
Paducah, KY 42002-0203

26. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the assignment and use of the Assigned Premises. There are no representations, terms, conditions, covenants, or agreements between the parties relating thereto which are not contained herein. All previous agreements executed between the parties shall be deemed novated upon the effective date of this Agreement. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties pertaining to the Assigned Premises. This Agreement shall be deemed drafted by both parties, and no ambiguity in the construction of this Agreement shall be resolved against either party by reason of the draftsmanship of this Agreement.

27. **Captions.** The article and paragraph headings and captions contained hereunder are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation of this Agreement.

28. **Severability.** In the event any provisions of this Agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

29. **Assignment and Subletting.** Oscar Cross shall not assign this agreement or any interest herein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by another person. Said let or underlet shall be grounds for termination of this Agreement by the City or possible reversion by the United States.

30. **Successors and Assigns.** The covenants, terms and conditions and obligations set forth contained in this Agreement shall be binding upon and inure to the benefit of the City and Oscar Cross and their respective heirs, successors, and assigns.

31. **Legal Action.** In the event of any legal enforcement of this agreement, Oscar Cross does hereby subject itself to the jurisdiction of the McCracken County Courts. OSCAR CROSS DOES HEREBY WAIVE TRIAL BY JURY.

32. **Charitable Purpose.** Oscar Cross acknowledges that its use of the Assigned Premises is for a charitable and public purpose, operating for the public benefit on a nondiscriminatory basis and shall manage the Assigned Premises accordingly.

33. **Effective Date.** The effective date of this agreement shall be on the date this agreement has been executed by all parties hereto. Oscar Cross shall be entitled to possession of the Assigned Premises on the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date first written above.

CITY OF PADUCAH, KENTUCKY

OSCAR CROSS BOYS & GIRLS CLUB OF PADUCAH, INC.

By: _____
Brandi Harless, Mayor

By: _____

Title: _____

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2018 by Brandi Harless, Mayor of the City of Paducah, Kentucky, on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2018 by _____, _____ of Oscar Cross Boys & Girls Club of Paducah, Inc., on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

Agenda Action Form Paducah City Commission

Meeting Date: September 10, 2018

Short Title: Purchase of Solid Waste Roll Outs Containers for the FY2018-2019 from Toter, LLC Utilizing the National IPA Contract

Ordinance Emergency Municipal Order Resolution Motion

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

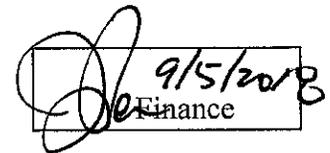
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

Toter, LLC, is the current Vendor listed on the National IPA Contract for the purchase of solid waste roll out containers. The Engineering-Public Works Department, Solid Waste Division is in need of new roll out containers to be utilized by roll out customers within the City and would like to utilize the existing National IPA contract for this purchase. Every year, an amount is allocated toward roll out container purchases in the annual residential refuse replacement budget. Therefore, we are requesting authorization to order the required roll outs along with additional replacement parts and lids during the 2018-2019 Fiscal Year in an amount not to exceed the budgeted amount of \$120,000.00. The National IPA Contract number is 171717.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Solid Waste Fund -
Non Rolling Stock-Equipment Other
Account Number: 50002209 542190

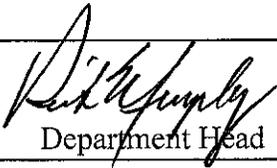
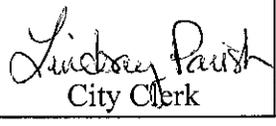
 9/5/2018
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the purchase of Solid Waste Roll Out Containers for the FY2018-2019 utilizing the National IPA contract price from Toter, LLC, in an amount not to exceed \$120,000.00.

Attachments:

Denton Law legal opinion regarding use of IPA Contract

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$120,000.00 FOR THE ENGINEERING-PUBLIC WORKS SOLID WASTE DIVISION

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

WHEREAS, this equipment is available under National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717, and, therefore, competitive bidding is not required; and

WHEREAS, in order to allow the purchase for additional roll-outs, lids and replacement parts as necessary throughout the fiscal year, the Solid Waste Division is requesting that authorization be given to allow purchases in an amount not to exceed \$120,000.

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Toter, Inc., for the purchase of roll-out refuse containers, lids and replacement parts for the 2018--2019 fiscal year, in an amount not to exceed the City's budgeted amount of \$120,000 and authorizes the Mayor to execute all documents related to same. These containers and accessories will be used by customers within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717.

SECTION 2. This expenditure shall be charged to the Solid Waste Fund -Non Rolling Stock-Equipment Other, account number 50002209-542190.

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 10, 2018
Recorded by Lindsay Parish, City Clerk, September 10, 2018
\\mo\refuse-rollout containers 9-2018



Paducah Bank Building, Suite 301
555 Jefferson Street
P.O. Box 969
Paducah, Kentucky 42002-0969
TELEPHONE: (270) 450-8253
FACSIMILE: (270) 450-8259

MEMORANDUM

TO: Chris Yarber, City of Paducah

FROM: Lisa Emmons, Holly Homra

DATE: August 30, 2018

RE: Procurement of Roll-Outs for Solid Waste

You have inquired about whether the City of Paducah may purchase roll-out trash receptacles from the National Intergovernmental Purchasing Alliance without placing this contract out for bids. After researching this issue, we have determined that the City may do so.

The National Intergovernmental Purchasing Alliance (National IPA) is a cooperative purchasing organization that works with governmental entities to competitively bid and award contracts for the purchase of services and supplies. Contracts are bid in accordance with state procurement requirements so that they can be used by many types of governmental entities, including states, counties, cities, special agencies, and educational institutions. To do this, National IPA partners with "lead agencies" which prepare a Request for Proposals (RFP) for specific services or supplies. Vendors then competitively bid on these RFPs, and a contract is awarded to the best bidder. Once a contract is awarded, all participating governmental agencies can deal directly with the successful vendor, using the National IPA contract.

The Kentucky Model Procurement Code allows cooperative purchasing of this nature. Pursuant to the Code, a public purchasing unit (here, the City of Paducah) may participate in a cooperative purchasing agreement with another public purchasing unit or foreign purchasing activity (here, the National Intergovernmental Purchasing Alliance) for the acquisition of any supplies or services. *See*, KRS 45A.300. By opting into the National IPA, the City has entered into a cooperative purchasing agreement and can use this agreement to purchase the above-mentioned roll-out receptacles and any other products offered through National IPA without having to use its own time and resources to put these contracts out for bids.

Agenda Action Form Paducah City Commission

Meeting Date: September 10, 2018

Short Title: Investment Fund Allocation for Paxton Park Golf Course

Ordinance Emergency Municipal Order Resolution Motion

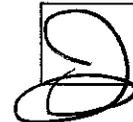
Staff Work By: Paxton Park Golf Board, Danny Mullen, Jim Arndt & Mark Thompson
Presentation By: Mark Thompson

Background Information: The Paxton Park Golf Board has authorized \$50,000 for operating funds. The contract is attached This is a part of the FY 2019 ^{General Fund} Investment Fund. The Paxton Park Golf Board shall provide affordable golf services to citizens and visitors to our community and share facilities with the City of Paducah Parks Services golf programs in consideration for the payment described above.

This ordinance authorizes the Mayor to enter into an agreement with the Paxton Park Board for facility use and services.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: FY 2019 ^{General} Investment Fund
Account Number: 10000106 580110

 9/5/2018
Finance

Staff Recommendation: Approval

Attachments: Contract

<i>MHT</i> Department Head	<i>Lindsay Paulk</i> City Clerk	<i>[Signature]</i> City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH PAXTON PARK GOLF BOARD IN AN AMOUNT OF \$50,000
FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with
Paxton Park Golf Board in the amount of \$50,000.00, to be paid in two equal payments
of \$25,000.00, for specific services for the Paducah area. This contract shall expire June
30, 2019.

SECTION 2. This expenditure shall be charged to the FY2019 General
Fund Account Number 10000106 580110.

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 10, 2018
Recorded by Tammara S. Sanderson, City Clerk, September 10, 2018
\\MO\contract-Paxton Park Golf Board FY19

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2018, by and between the **CITY OF PADUCAH** ("City") and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** ("Paxton Park").

WITNESSETH:

WHEREAS, Paxton Park Golf Course provides a quality public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park is a stop for many visitors to our area who travel through on I-24 as well as a destination for participants who travel to Paducah for the 30+ events hosted at the golf course each year. In addition, the facility hosts both Paducah Tilghman and McCracken County High School Golf Teams and players activities at no charge during the year. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season. and

WHEREAS, the City of Paducah desires to contract with Paxton Park for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2019.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT - Upon receipt of an invoice from Paxton Park, the City shall pay the Paxton Park total amount of \$50,000 in two equal payments of \$25,000. The first will be made within two weeks of the signing of this contract by all parties and the second upon receipt of the annual financial statement audit, as referenced in Section 5 D of this contract. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES Paxton Park will continue to provide Paducah/McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

SECTION 5: ACCOUNTING

- (A) Paxton Park shall conduct all accounting, payroll, and financial management on the project and will continue to provide copies of monthly financial reports to the Director of Parks and Leisure Services.
- (B) Paxton Park shall supply to the City Manager a copy of the complete financial report for the Calendar Year of 2018 following review and approval of the report(s) by the Paxton Park Board of Directors, to be submitted no later than January 31, 2019.
- (C) Paxton Park shall furnish the City a Report that lists all of the tournaments and special event activities sponsored and conducted during the Calendar Year.
- (D) Paxton Park Golf Board (d/b/a Paxton Park Municipal Golf Course), shall supply an annual financial statement audit within 2 weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

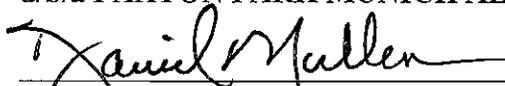
SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Paxton Park are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

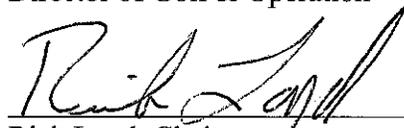
CITY OF PADUCAH

Brandi Harless
Mayor

**PAXTON PARK GOLF BOARD
d/b/a PAXTON PARK MUNICIPAL GOLF COURSE**



DANIEL MULLEN
Director of Golf & Operation



Rick Loyd, Chairman
Paducah Golf Commission

Agenda Action Form Paducah City Commission

Meeting Date: August 28, 2018

Short Title: **Acceptance of Colgan Properties, LLC Subdivision**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Eric Hickman, P.E., Stormwater & Drainage Engineer
Presentation By: Rick Murphy, P.E., City Engineer

Background Information:

The final plat of subdivision, the subdivision roadway plans, and stormwater management plan submitted for the Colgan Properties, LLC Subdivision have been reviewed and are approved as noted by letter dated August 23, 2018 by the Engineering – Public Works Department. The aforementioned letter was mailed to the engineer of record and owner on August 23, 2018. On August 20, 2018, the Paducah Planning Commission adopted a Resolution approving the final plat of the Colgan Properties, LLC Subdivision. The City Engineer – Public Works Director required an amount of \$150,000 be submitted as surety for the completion of the public improvements. On August 23, 2018, Colgan Properties, LLC, provided an Irrevocable Letter of Credit #8033 issued by Paducah Bank in the amount of \$150,000 for completion of the subdivision public improvements pursuant to City of Paducah Ordinances.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

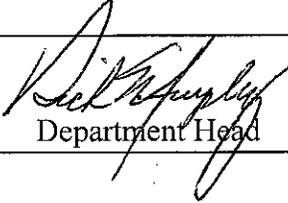
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute the Final Plat of Subdivision for the Colgan Properties, LLC Subdivision, to accept the Irrevocable Letter of Credit as surety for completion of the public improvements in the amount of \$150,000 and to accept the dedication of the public right of way and easements as shown on said Final Plat

Attachments:

Planning & Zoning Resolution, Letter of Credit, Final Plat, Subdivision Approval Letter

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2018-____ - _____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3501 PECAN DRIVE; ACCEPTING THE DEDICATION OF RIGHT OF WAY; ACCEPTING PUBLIC UTILITY EASEMENTS; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT

WHEREAS, the Paducah Planning Commission held a public hearing on June 18, 2018, and adopted a preliminary subdivision plan for property located at 3501 Pecan Drive; and

WHEREAS, by Resolution dated August 20, 2018, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an ordinance approving the revised final plat of subdivision of property of Colgan Properties, LLC; and

WHEREAS, the City Engineer has received and approved an Irrevocable Letter of Credit in the amount of \$150,000, for surety as to the completion of public improvements, in accordance with the proposed subdivision plan and the City's specifications.

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

SECTION 1. That a resolution adopted by the Paducah Planning Commission on August 20, 2018, entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3501 PECAN DRIVE", be approved as the final report of said Commission respecting the matters set forth therein.

SECTION 2. That the subdivision of said property shall be, and it is hereby, approved as shown on the plat referred to in said subdivision, which plat is entitled, "Final Subdivision Plat Colgan Properties, LLC, U.S. Highway 62 & Pecan Drive Paducah, McCracken Co., KY", and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. That the City hereby accepts Irrevocable Letter of Credit No. 8033 in the amount of \$150,000.00, for surety of the completion of the street, curbs, gutters and right-of-way in the development that meets the minimum standards required by the City of Paducah Engineering Department pursuant to the City of Paducah Code of Ordinances.

SECTION 4. That the dedication of the public right-of-way and public utility easements shown on said plat shall be, and they are hereby, accepted and shall be maintained by the City of Paducah, but such acceptance shall not constitute an undertaking on the part of this Board or the City of Paducah, Kentucky, for the construction or improvements of said right-of-way. The Mayor is hereby authorized to subscribe a certificate of approval on the plat.

SECTION 5. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. This ordinance shall have two separate readings and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 28, 2018

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\plan\subd- Colgan Properties 3501 Pecan Drive

WOW

August 22, 2018

IRREVOCABLE LETTER OF CREDIT NO. 8033

City of Paducah
Engineering Department
300 S 5th St
Paducah KY 42001

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit No.8033 in your favor for the account of **Colgan Properties, LLC**, dated August 22, 2018, available by your drafts(s) on us at sight, up to the aggregate amount of **One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00)**.

Drafts are not to be presented for collection unless construction of the street, curbs, gutters and right-of-way in the development known as Colgan Properties, LLC Subdivision does not meet the minimum standards required by the City of Paducah Engineering Department. Each draft so drawn under this credit must be marked, "Drawn under The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky, Credit No. 8033, dated August 22, 2018," and be accompanied by a signed statement from an authorized representative of the City of Paducah Engineering Department that Colgan Properties, LLC is in default of the road and infrastructure bond agreement with the City of Paducah Engineering Department and the amount drawn represents the balance required to properly construct the street, curbs, gutters and right of way in the development known as Colgan Properties, LLC Subdivision.

This credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by an agreement in which this credit is referred to or to which this credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

This Letter of Credit is subject, to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, The Paducah Bank and Trust Company, Attention: Letter of Credit Department, 555 Jefferson Street, Paducah, Kentucky 42001. This Letter of Credit expires August 22, 2019.

Sincerely,



Tom Clayton
Senior Vice President

PADUCAH BANK

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3501 PECAN DRIVE.

WHEREAS, this Commission, at a public hearing held on June 18, 2018, adopted a preliminary subdivision plan for property located at 3501 Pecan Drive; and

WHEREAS, all matters regarding the plat have been made known to the Commission; and

WHEREAS, a final plat of said subdivision has been submitted to the Paducah Planning Commission, being entitled "Colgan Properties, LLC".

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners the adoption of a Resolution or the entry of an Order approving said final plat and the subdivision reflected thereon.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein and it, with a copy of said plat, shall be submitted to the Mayor and Commissioners pursuant to law.

SECTION 3. That said plat shall be released for recording purposes after favorable action by the Mayor and Commissioners upon this report.

SECTION 4. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on August 20, 2018



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

Rick Murphy, P.E.
City Engineer & Public Works Director

Phone: (270) 444-8511

Fax: (270) 444-8689

August 23, 2018

SiteWorx Survey & Design, LLC
Jason Goins, P.E.
124 South 31st Street
Paducah, Kentucky 42001

RE: Colgan Properties, LLC Commercial Subdivision

Dear Jason,

The subdivision plans, stormwater pollution prevention plan (SWPPP) and the stormwater management plan submitted for the above referenced subdivision have been reviewed and are approved, subject to the following conditions as stated below. In making these findings, the Engineering – Public Works Department has relied upon the engineer of record signature and seal on the submitted design plans for purposes of determining compliance with City of Paducah's ordinances. Nothing contained herein shall be construed as an assumption of liability by the City of Paducah Engineering – Public Works Department or a waiver of liability of the engineer who submitted the design plans if it is subsequently determined the engineer of record erred in his/her design calculations and/or application of various materials causing the design plans to become noncompliant with City ordinances.

SUBMITTALS REQUIRED

1. **Specifications** - For **ALL** construction within the right of way to be dedicated, the quality of construction, materials and testing shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction.

GENERAL COMMENTS

1. The Developer will be responsible to employ a professional engineer to ensure the construction of all improvements required by the City of Paducah's Subdivision Ordinance are completed in accordance to the plans as approved by the City Engineer and in conformity with all applicable City standards. The Developer will be responsible for all field verifications and inspections and all costs incurred.
2. An Engineering Department's representative will be on site to periodically spot-check the construction in progress. The Engineering Department will not be held responsible for work that is not completed in accordance to the approved subdivision's construction plans.



EQUAL OPPORTUNITY EMPLOYER

3. **ALL** construction of public improvements to be dedicated to the City of Paducah, the quality of construction, materials, and testing shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction.
4. The Engineer of Record and the City Engineer shall approve all shop drawings, materials, etc. **prior to ordering/purchasing** these materials.
5. The responsibility of the construction of the improvements and the ownership and maintenance responsibilities during construction shall be those of the developer. Lack of installation of the facilities in accordance with all City requirements will result in the subdivision not being accepted.
6. Prior to final acceptance of the subdivision, a licensed professional engineer must submit the certification that all required improvements were constructed in accordance with the approved plans, specifications, and subdivision ordinance.
7. A one-year warranty period will begin for the entire system on the date of the acceptance letter of the City Engineer.
8. A final set of Construction As-Built plans shall be submitted at the completion of the project. Electronic media submittals are acceptable.
9. It shall be understood the City reserves the right to make field corrections as a result of inadvertent oversights, deficiencies or unforeseen errors to the plans as made evident during construction of any project. It shall also be understood all financial responsibilities resulting from said field revisions will not include the City of Paducah's participation. If any revisions are required, said revisions shall be completed under the direct supervision and approval of the City Engineer's Office.
10. The approval herein shall not in any manner be interpreted as being any type of approval, statement or warranty concerning the location and/or extension of the depicted utility services. The Property Owner/Developer shall be responsible for obtaining the necessary approvals and permits for connections/extensions of utility services through the various utility companies. The approval of this site plan shall be construed as being in conformance with City Ordinance for the site plan requirements.

ROADWAY - CURB AND GUTTER

1. The developer's engineer/developer/contractor shall notify the City Engineer's office **48 Hours** in advance of the following construction procedures:
 - a. Prior to the placing the D.G.A. Sub-base on any soil subgrade. (Proof rolling required)
 - b. Prior to pouring any curb and gutter placement. (Verification of positive drainage)
 - c. Prior to any asphalt base placement. (Proof rolling required)
2. Traffic control shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
3. **Once field staking has been completed**, the Engineer/Contractor shall notify the City Engineer's office for approval prior to constructing the curb and gutter.
4. When the contractor feels the DGA is ready for final inspection, this office will verify the prepared surface allows for the designed cross slope, as well as consistent and proper depth of asphalt.
5. No more than 24 hours immediately prior to paving, facilitate a proof roll utilizing, at minimum, a tandem truck with at least 20 tons.
6. **At the time of completion of the curb and gutter**, the Engineer/Contractor shall notify the City Engineer's office for approval of the work completed **prior to the placement of asphalt**.

7. Any pavement and/or curb and gutter grading resulting in water standing will be rejected, and corrected immediately. All costs associated with any necessary corrections shall be born by the developer. The City will not be responsible for any oversights made by the engineers or contractors.
8. All trench backfill within the City of Paducah's right of way shall be in accordance with the City of Paducah's Utility Roadway Trench Detail.
9. **Trench Backfill for sanitary sewer and water line** - 80 psi Flowable fill required if roadway is paved immediately following installation of roadway base. However, if roadway base is allowed to settle for a time period approved by the City Engineer, Flowable Fill will not be required and DGA can be used for backfill.
10. Verification of all required testing and inspection reports shall be submitted to this office by the Developer's Engineer to verify compliance of the approved construction of all public infrastructure. The Developer's Engineer shall also submit verification of all required testing and inspection reports to the appropriate public and private agencies to verify compliance of the construction.
11. Existing roadways damaged during construction shall be repaired to the City Engineer's satisfaction when construction is complete.
12. Prior to any deviation from the approved plans or specifications during construction, approval shall be obtained from the City Engineer in writing.

PUBLIC UTILITIES

1. The Property Owner/Developer shall be responsible for obtaining the necessary approvals and permits for connections/extensions of utility services through the various utility companies.
2. Verification of all required testing, inspection reports and certifications shall be submitted to the appropriate public and private utility agencies by the Developer's Engineer to verify compliance of the approved construction.
3. A copy of the approval and acceptance by the public and private utility agencies shall be provided to the City Engineer prior to subdivision acceptance.

DRAINAGE & GRADING

1. Perpetuation of existing drainage not affected by the proposed project shall be maintained at all times.
2. All ditches disturbed during construction shall be returned to their original lines and grades. The improvement of this site shall not detour or obstruct the necessary drainage required.
3. Excelsior matting is required for the full length of the disturbance in the ditches located within the public right-of-way.

EROSION PREVENTION AND SEDIMENT CONTROL

1. Erosion control prevention measures shall be installed **prior** to stripping of topsoil and vegetative cover. If this is ignored, the project will be subject to being shut down immediately without notice. The project will not resume until proper silt protection has been installed and approved by the City Engineer's office. All potential erosion shall be controlled in such a manner so as to prevent any displacement of silt to the adjacent property owners, streams, and/or right of way. This control shall be implemented through proper installation of silt fence or straw bales during the construction duration and maintained until proper ground cover has been established.

2. **All potential erosion shall be maintained and controlled within the development site. Erosion shall be controlled through proper installation and effective uses of erosion control devices, i.e. silt fences and inlet protection. Applicable erosion control devices/measures shall be perpetually maintained during the construction phase of this project until a proper vegetative ground cover is established. (The general contractor shall be solely responsible for all costs associated with any cleanup/restorations, but not limited to adjacent ditches, creeks, streams, properties, and applicable fines direct and/or indirect should displacement of silt beyond the development site occur.)**

EROSION PREVENTION AND SEDIMENT CONTROL APPROVAL

The Erosion Prevention and Sediment Control Plan dated August 21, 2018 submitted by Jason Goins, P.E. is approved in accordance with City of Paducah Code of Ordinances Chapter 50, Article IV "Erosion Prevention and Sediment Control" with the following conditions:

- All potential erosion shall be maintained and controlled within the development site in accordance with the approved EPSC plan.
- Applicable erosion control devices/measures shall be perpetually maintained during the construction phase of this project until a proper vegetative ground cover is established.

STORMWATER CONVEYANCE AND MANAGEMENT FACILITIES

In accordance with the requirements in City of Paducah Code of Ordinances Chapter 50 – Article III, Stormwater Conveyance and Management shall apply to the following:

STORMWATER MANAGEMENT PLAN APPROVAL

The Regional Stormwater Management Plan submitted for this subdivision on August 21, 2018 is approved in accordance with Section 50 Article III - "Stormwater Conveyance and Management" with the following conditions:

1. **Section 50-155 (7) Construction Certification:** "Prior to final approval of the development, the licensed professional engineer must submit certification that the storm water management and conveyance facilities were constructed in accordance with the approved plan. Final approval shall also provide evidence of the recording of all storm water conveyance and management facilities deed restrictions, easements and rights-of-way. Any request for deviation from the approved plan during construction shall be submitted to the city plan review staff in writing for approval."
2. The Engineer shall verify that the detention facility has positive drainage with side slopes being at least 3:1 for the purpose of maintenance.
3. **The bottom of all detention basins shall be graded/sloped with a 1% grade directly to the outlet point to allow for continuous drainage. No flat bottom detention ponds will be accepted. The ENTIRE detention pond shall be maintained in a "LAWN STATE" for the duration of the detention pond.**

SUBDIVISION PLAT PROCESS

1. Prior to proceeding to the Board of Commission, the developer will need to meet one of the following requirements. Please advise which route the Developer wishes to pursue.
 - a. **Completion of all required improvements in accordance to the City of Paducah's Subdivision Ordinance and accepted by City Engineer. (Note: lots cannot be sold under this scenario until the subdivision is complete and accepted)**

2. Subsequent to approval by the Board of Commissioners, the Final Plat of Subdivision will need to be recorded at the McCracken County Clerk's office.

PUBLIC IMPROVEMENT COMPLETION & ACCEPTANCE PROCESS

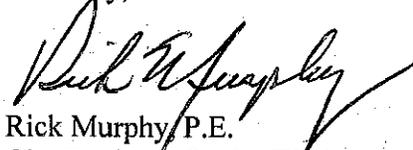
1. Subsequent to completion of the subdivision construction, a licensed professional engineer must submit a letter to the City Engineer stating that all required subdivision improvements, including all public improvements, monumentation, stormwater management system, etc., were constructed in accordance with the approved plans, specifications, and City of Paducah's Subdivision Ordinance.
2. Following receipt of the correspondence from the licensed professional engineer of the completion of the subdivision, a walk-through inspection can be scheduled. The notification of the walk-through meeting date and time shall be addressed to all parties concerned in writing.
3. Subsequent to the walk-thru, if all necessary items have been completed by the developer, a letter will be issued by this office stating that all improvements required by the City of Paducah's Subdivision Ordinance have been completed in conformity with all City standards. A one-year warranty period will begin for the entire system on the date of the acceptance letter.
4. Until full subdivision acceptance by the City, the responsibility of the construction of the improvements and the ownership along with all maintenance responsibilities shall be those of the developer. Lack of installation of the facilities in accordance with all City requirements will result in the subdivision not being accepted.

FOLLOW-UP - CONCLUSIONS

We would like to note that the responsibility of the construction improvements and the ownership and maintenance responsibilities during construction shall be those of the engineer of record, contractor, and developer. Failure to comply with noted conditions outlined herein may result with the development to become unacceptable until such time as potential deficiencies are addressed.

Enclosed, please find a compact disk that contains the electronic version of the approved plans for your files. If you have any questions regarding this matter, please call.

Sincerely,



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

cc: James Arndt, City Manager
Tammara Tracy, Planning Director
John Colgan, Developer
Eric Hickman, P.E., Stormwater & Drainage Engineer

SURVEYOR'S CERTIFICATE

TO: COLGAN PROPERTIES, LLC
230 TROON ROAD
PADUCAH, KY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRVERSE WITH SENSORS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:50,000 BEFORE ADJUSTMENT OF ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED. FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

8-22-18
DATE OF SURVEY COMPLETION

8-22-18
DATE OF SIGNATURE

Mark A. Simon
KENTUCKY PROFESSIONAL LAND SURVEYOR #3732

**PLANNING AND ZONING
CERTIFICATE OF APPROVAL**

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:
APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING HELD 8/13/2018

Chadley C. Cawley
CHAIRMAN

**MAYOR'S CERTIFICATE OF
DEDICATION APPROVAL**

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, BRUNO HARLESS, MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED DEDICATION OF THE RIGHT-OF-WAY AND PUBLIC EASEMENTS AS SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE ADOPTED AT A MEETING HELD ON _____

MAYOR, CITY OF PADUCAH

INTENT:

THE INTENT OF THIS PLAT IS TO CREATE THE PROPOSED SUBDIVISION FOR COLGAN PROPERTIES, LLC WITH THE INTENDED USE BEING A PROFESSIONAL OFFICE PARK. ALSO, TO DEDICATE THE RIGHT-OF-WAY OF COLONIAL COURT TO THE CITY OF PADUCAH AND TO CREATE THE DRAINAGE EASEMENTS & PUBLIC UTILITY EASEMENTS AS NOTED. THIS PLAT IS SUBMITTED IN ACCORDANCE WITH KRS CHAPTER 100 RELATIVE TO THE CITY OF PADUCAH ZONING ORDINANCE AND SUBDIVISION REGULATIONS.

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBMIT THE PROPERTY AND TO DEDICATE ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON

John Colgan 8/22/2018
COLGAN PROPERTIES, LLC - SIGNATURE DATE
John Colgan member
PRINT NAME TITLE

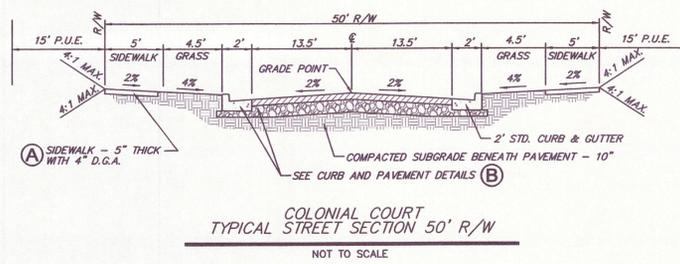
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Mt. Vernon

I, Samantha Hargrove, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Colgan KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS EXECUTED IN MY PRESENCE AND ACKNOWLEDGE TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 22 DAY OF August, 2018

NOTARY PUBLIC SIGNATURE: Samantha Hargrove
MY COMMISSION EXPIRES ON THE 24 DAY OF March, 2020



**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

STORMWATER DETENTION

I (WE), THE CURRENT PROPERTY OWNER(S), HEREBY ACKNOWLEDGE THAT THE DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT SHALL CONFORM WITH THE REGIONAL STORMWATER MANAGEMENT PLAN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES & REQUIREMENTS. THE CURRENT PROPERTY OWNER/DEVELOPER, SUCCESSORS AND ASSIGNS AGREE TO CONSTRUCT THE FACILITIES, ASSUME OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES FOR ALL STORMWATER MANAGEMENT CONTROL STRUCTURES AND STORMWATER DETENTION AREAS, DURING AND AFTER DEVELOPMENT. GROUNDS OF ALL SURFACE STORMWATER DETENTION BASIN(S) SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

John Colgan 8/22/2018
COLGAN PROPERTIES, LLC DATE

CERTIFICATE OF APPROVAL OF STREETS

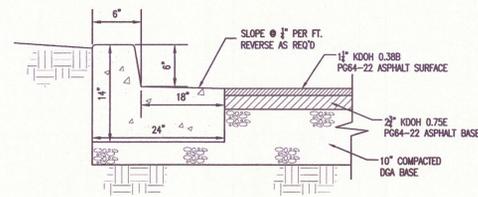
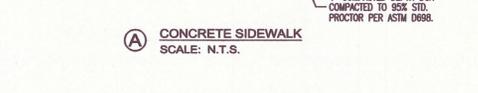
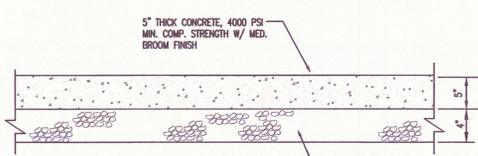
A FORM OF SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS.

Will Murphy 8/23/2018
CITY ENGINEER DATE

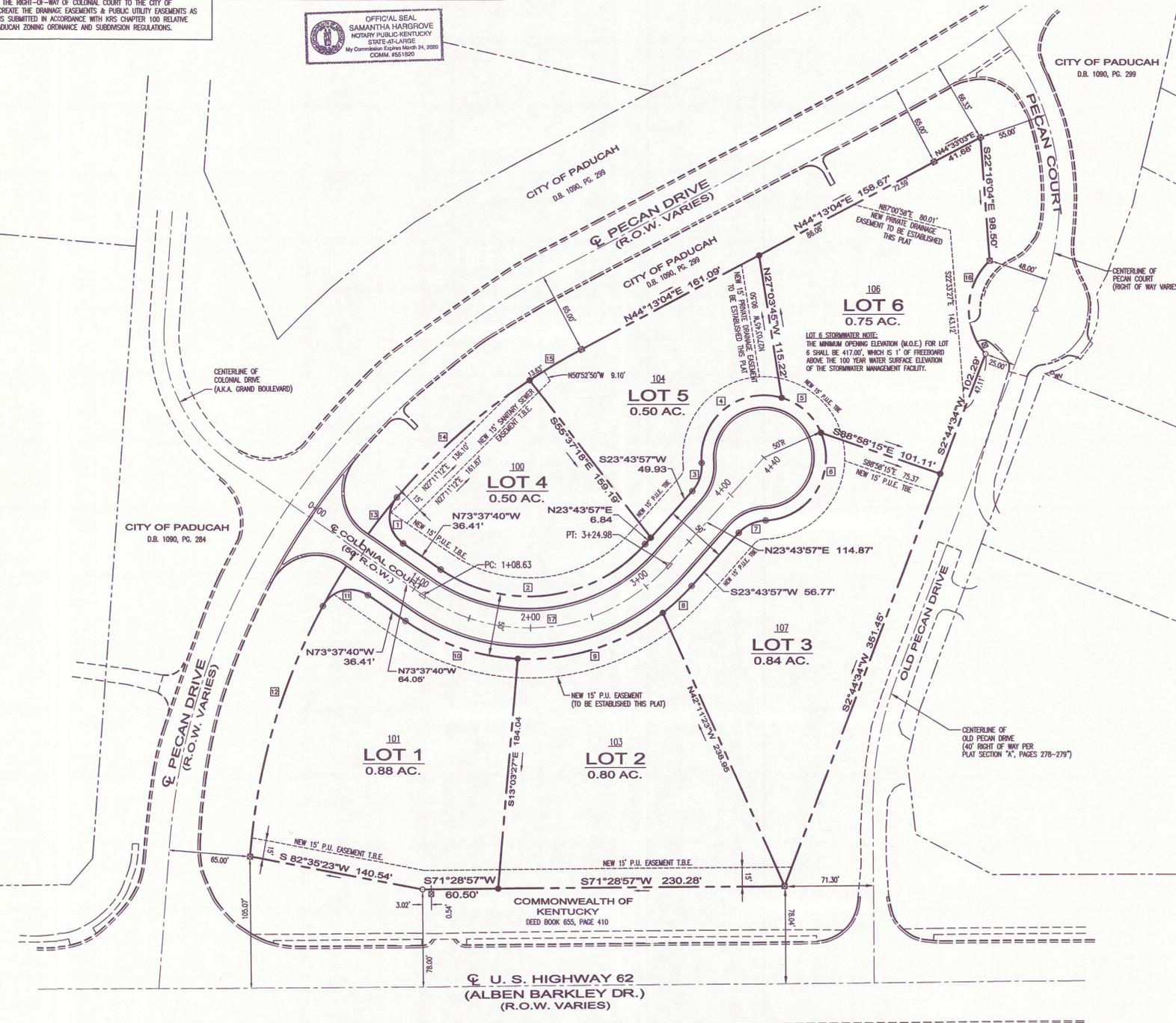
TITLE OPINION:
THIS PLAT HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER, THIS PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
1	25.00'	41.91'	37.17'	N.25°36'23"W
2	125.00'	180.29'	165.07'	N.65°03'09"E
3	30.00'	24.38'	23.72'	N.00°26'56"E
4	50.00'	97.36'	82.69'	N.32°56'56"E
5	50.00'	43.63'	42.26'	N.66°16'03"W
6	50.00'	97.36'	82.69'	N.14°30'59"E
7	30.00'	24.38'	23.72'	N.47°00'59"E
8	175.00'	31.64'	31.60'	N.28°54'45"E
9	175.00'	124.77'	122.14'	N.54°31'02"E
10	175.00'	96.00'	94.90'	S.89°20'35"E
11	25.00'	41.91'	37.17'	N.58°21'04"E
12	500.00'	210.10'	208.56'	N.01°42'27"W
13	500.00'	105.46'	105.26'	N.16°22'22"E
14	500.00'	142.14'	141.67'	N.30°33'33"E
15	500.00'	48.17'	48.15'	N.41°27'39"E
16	53.50'	82.16'	74.32'	N.15°24'16"W

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
17	150.00'	216.35'	198.08'	S.65°03'09"W



B STANDARD CURB & ASPHALT PAVEMENT SECTION
SCALE: N.T.S.



STREET ADDRESS
U.S. HIGHWAY 62 & PECAN DRIVE

LEGEND:

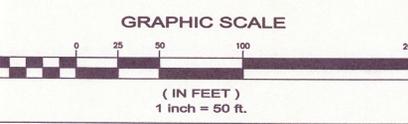
- 1/2" x 30" LONG IRON PIN & CAP #3732 (TO BE SET)
- 6" x 24" LONG CONC. MONUMENT W/CAP #3732 (TO BE SET)
- EXIST. IRON PIN & CAP #2900 (UNLESS NOTED OTHERWISE)
- ⊠ EXIST. 6"6" CONC. MONUMENT
- PROPERTY LINE
- - - EASEMENT LINE
- - - ROAD CENTERLINE
- P.U.E. PUBLIC UTILITY EASEMENT
- T.B.E. TO BE ESTABLISHED
- 100 LOT ADDRESS

GENERAL SITE NOTES:

- CLIENT & PROPERTY OWNER: COLGAN PROPERTIES, LLC, 230 TROON ROAD, PADUCAH, KENTUCKY 42001
- DEED REFERENCE: DEED BOOK 1365, PAGE 339 DEED BOOK 1094, PAGE 74 PLAT SECTION M, PAGE 61 PLAT SECTION A, PAGE 278-279
- THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY, COMMUNITY PANEL NUMBER 2114500141F, DATED NOVEMBER 2, 2011.
- RIGHT-OF-WAY AREA: 0.5873 ACRES (25,584 SQ. FT.) TOTAL PROPERTY AREA: 4.8475 ACRES (211,155 SQ. FT.)
- THIS PROPERTY IS ZONED R-4, (HIGH DENSITY RESIDENTIAL ZONE), AND IS SUBJECT TO ALL REGULATIONS SET FORTH FOR THIS ZONE BY THE CITY OF PADUCAH ZONING ORDINANCE, SEC. 126-105.
- MINIMUM YARD REQUIREMENTS: (FOR PROFESSIONAL OFFICE BUILDINGS) FRONT: NONE (OR AS SHOWN) SIDE: NONE (OR AS SHOWN) REAR: NONE (OR AS SHOWN)
- MINIMUM LOT AREA: 5,000 SQ. FT.
- MINIMUM LOT WIDTH: 50 FEET
- MAXIMUM BUILDING HEIGHT: NONE
- SOURCE OF BEARINGS: ALL BEARINGS SHOWN ARE CORRELATED WITH THE KENTUCKY SOUTH 1602, NAD 83 STATE PLANE COORDINATE SYSTEM.
- WARRANT REQUESTS: 1. REDUCE CENTERLINE RADIUS REQUIREMENT OF 200 FEET TO 150 FEET.
- BUILDING ORIENTATION AND ACCESS: BUILDING AND DRIVEWAY ACCESS IS OFF COLONIAL COURT EXCLUSIVELY, WITH THE EXCEPTION OF LOTS 3 & 6. LOT 3 CAN ALSO HAVE ACCESS FROM OLD PECAN DRIVE, AND LOT 6 CAN ALSO HAVE ACCESS FROM PECAN COURT. A FINISHED FACADE IS REQUIRED ON THE BACKSIDE OF EACH BUILDING ALONG ANY PUBLIC RIGHT-OF-WAY. THE EXISTING ENTRANCE ON U. S. HIGHWAY 62 SHALL NOT BE UTILIZED BY ANY LOT. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED.
- STORMWATER MANAGEMENT FACILITY NOTE: THE REGIONALLY DESIGNED STORMWATER MANAGEMENT FACILITY LIMITS NEW IMPERVIOUS SURFACE AREAS TO 80% PER LOT AT THE TIME OF THEIR DEVELOPMENT.
- SANITARY SEWER & PUBLIC WATER NOTE: THE SUBJECT PROPERTY IS SERVED BY PADUCAH WATER FOR ITS PUBLIC WATER SYSTEM AND THE JOINT SEWER AGENCY (JSA) FOR ITS PUBLIC SANITARY SEWER SYSTEM.

Kentucky 811
Know what's below. Call before you dig.
Call 811 or 800-752-6007
www.kentucky811.org
Two Business Days Before You Dig IT'S THE LAW

BURIED UTILITIES NOTE
BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM LOCAL UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE THAT ARE NOT SHOWN ON THIS DRAWING.



siteworx
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8481
www.siteworxdesign.com

FINAL SUBDIVISION PLAT
COLGAN PROPERTIES, LLC
U. S. HIGHWAY 62 & PECAN DRIVE
PADUCAH, McCRACKEN CO., KY

PROJECT NO.: 18057
DATE: AUGUST 20, 2018
DRAWN BY: JLG
REV. DESCRIPTION

SHEET
1
OF 1

Agenda Action Form Paducah City Commission

Meeting Date: 08/28/2018

Short Title: Repeal Traffic Commission

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: City Manager-James W. Arndt
Presentation By: City Manager-James W. Arndt

Background Information:

This Ordinance repeals the current make up and function of the Traffic Commission. The duties carried out by the Commission will now be completed through the use of a work place procedure, guided by policy, instead of a municipal ordinance. This will make the process more efficient and allow the City Team to effectively meet the needs of the Board of Commissioners and the community.

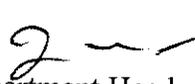
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Approve repealing the traffic commission ordinance in its entirety.

Attachments: Draft Ordinance

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2018-_____

**AN ORDINANCE REPEALING CHAPTER 110, SECTION 110-5
TRAFFIC COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, this Ordinance repeals Chapter 110, Sections 110-5, Traffic Commission, of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted to repeal the traffic commission in its entirety.

NOW THEREFORE, be it ordained by the City Commission of the City of Paducah as follows:

SECTION 1. That Section 110-5, Traffic Commission, of Chapter 110, Traffic and Vehicles, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby repealed in its entirety:

~~“Sec. 110-5 (a).—There is hereby established a Traffic Commission to serve without compensation, consisting of the City Manager, the Chief of Police, a member of the Police Department designated by the Chief of Police, and a representative of the City Engineer’s office.~~

~~(b) It shall be the duty of the Commission, and to this end it shall have the authority within the limits of the funds at its disposal, to coordinate traffic activities, to carry on educational activities in traffic matters, to supervise the preparation and publication of traffic reports, , to receive complaints having to do with traffic matters, and to recommend to the Board of Commissioners and city officials ways and means of improving traffic conditions and the administration and enforcement of traffic regulations.”~~

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

SECTION 11. COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 12. 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 13. EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor Brandi Harless

ATTEST:

Lindsay Parrish, City Clerk

Introduced by the Board of Commissioners, August 28, 2018

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parrish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\110-Traffic and Vehicles – Repeal Traffic Commission