



**CITY COMMISSION MEETING
 AGENDA FOR DECEMBER 10, 2019
 5:30 PM
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/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.

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| | I. | <u>CONSENT AGENDA</u> |
| | | A. Minutes for November 26, 2019 |
| | | B. Receive & File Documents |
| | | C. Personnel Actions |
| | | D. Accept Donation of Property Located at 2028 Clay Street - G CHERRY |
| | II. | <u>ORDINANCE(S) - ADOPTION</u> |
| | | A. Closure of a portion of an Alley on the West Side of South 6th Street between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue - R MURPHY |
| | III. | <u>ORDINANCE(S) - INTRODUCTION</u> |
| | | A. Approve a Budget Amendment to move General Fund Reserve Funds in the amount of \$687,900 to the Ohio River Reconstruction Project - R MURPHY |
| | | B. Approve Brockenborough Rotary Health Park Spray Pad Restroom Project Change Order No. 1 for an increase of \$16,951.32- M THOMPSON |
| | | C. Authorize a Promissory Note Release for Paxton Park Golf Municipal Golf Course - J ARNDT |
| | | D. Establish a Creative & Cultural Council - L PARISH |

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| | | E. Agreement to accept property from P & L Railroad - S KYLE |
| | | F. Authorize Contract with Commonwealth Economics for professional services for the TIF program (\$43,824.80 plus direct expenses) - T TRACY |
| | | G. Consolidate the Urban Renewal And Community Development Agency (URCDA) with the Paducah Planning Commission - T TRACY |
| | | H. Amend Code of Ordinances Chapter 42 related to Junk Vehicles - G CHERRY |
| | IV. | <u>COMMENTS</u> |
| | | A. Comments from the City Manager |
| | | B. Comments from the Board of Commissioners |
| | | C. Comments from the Audience |
| | V. | <u>EXECUTIVE SESSION</u> |

November 26, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 26, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Wilson and Mayor Harless (4). Commissioner Watkins was unable to attend.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

INTRODUCTION OF NEW EMPLOYEES: City Clerk Lindsay Parish introduced Customer Experience Representatives Alexandra Sherwood and Justin Warmath.

PRESENTATIONS

Public Information Officer Pam Spencer provided the following summary on the presentations presented:

Shift Workshop Project Presentations

“The City of Paducah hosted a three-day Shift Workshop in early November bringing together creative and business professionals to collaborate and create project plans that could enhance and grow Paducah’s economy. The Shift Workshop is a program through the AIR Institute of Berea College in partnership with the Kentucky Arts Council. Thirteen citizens participated with two projects drafted. At this meeting, an overview of each of the two projects was presented to the Board of Commissioners. Arts in the Park focuses on local art organizations providing youth programming such as painting, music, and theater at a different park each weekend next July. The Kentucky Arts Council committed to providing \$4200 in funding for this project.

Pockets in Paducah would work to enhance vacant lots by creative pocket parks that can be used as creative spaces which could include community gardens, sculpture and zen gardens, and playground areas. The Kentucky Arts Council committed to \$800 in funding which would be used to help the organizers engage a Kentucky Arts Council consultant to help fully develop the project plan and budget.”

Paducah Civic Beautification Board Annual Business Awards

“The Paducah Civic Beautification Board presented Annual Business Awards to nine businesses. The businesses recognized for renovating or improving their exterior and/or landscaping are

- *The Johnson Bar (133 S. 3rd Street)*
- *HB & Company (3128 Broadway)*
- *The Belle Louise Historic Guest House (304 North 6th Street)*
- *The Respite Bed & Breakfast (502 North 5th Street)*
- *Slim’s Frenchtown Mercantile (125 N. 11th Street)*
- *Paducah Power System (1500 Broadway)*
- *Paducah Convention & Visitors Bureau (128 Broadway)*

November 26, 2019

- *Branch Out (713 Kentucky Avenue)*
- *Paducah City Hall (300 South 5th Street)*”

Update from National Quilt Museum

“National Quilt Museum Chief Executive Officer Frank Bennett provided an update on the Museum’s attendance and local economic impact. He said the Museum has three basic types of visitors: front desk admission visitors, workshop and event attendees, and attendees to free programs including various youth activities. The National Quilt Museum has international appeal and receives visitors from more than 40 countries each year. Each visitor spends an average of \$300 to 400 dollars in Paducah. Bennett also said the Museum has had a 52% growth in admissions in eight years with 34,150 front desk admission visitors in 2018.”

CONSENT AGENDA

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

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| I(A) | Approve Minutes for the November 12, 2019, Board of Commissioners Meeting and the November 14, 2019, Joint Called Meeting of the Board of Commissioners and the McCracken County Fiscal Court |
| I(B) | Approve Reappointment of Lorraine Schramke to the Planning Commission. This term shall expire August 31, 2023. |
| I(C) | Approve Appointment of Valerie Pollard to the Planning Commission to replace John Shadle, whose term has expired. This term shall expire August 31, 2023. |
| I(D) | Approve Appointment of David Barnett to the Board of Ethics to replace Eri Gjergji, who resigned. This term shall expire February 10, 2020. |
| I(E) | Approve Appointment of Ania Lasota to the Civic Beautification Board. This term shall expire July 1, 2023. |
| I(F) | Approve Reappointment of William Cox, Bill Pinkston and Neel Carroll to the Brooks Stadium Commission. Said terms shall expire December 5, 2023. |
| I(G) | Receive and File Documents <u>Minute File:</u> <ol style="list-style-type: none">1. Notice of Called Joint Meeting for the Board of Commissioners of the City of Paducah, Kentucky, and McCracken County Fiscal Court for November 14, 2019, at 5:00 p.m.2. Certificate of Liability Insurance – John Powell3. Right-of-Way Bond – John Powell4. Certificate of Liability Insurance – KY Backhaul Transmission Networks, LLC <u>Contract File:</u> <ol style="list-style-type: none">1. Strategic Health Risk Advisor & Strategic Benefit Placement Services – Peel & Holland and City of Paducah – MO #22962. Linda and Jerry Bruckheimer Preservation Fund for Kentucky Grant – MO #22973. Agreement between Peel & Holland and City of Paducah – 2019-2020 – Well-Score Wellness Program – signed by CM |

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| | <p>4. Agreement between the City of Paducah and Aramark Uniform Services – Extension of original contract for Engineering-Public Works Uniform Services renewed through November 2, 2020 – ORD 2016-11-8446</p> <p><u>Financials File:</u></p> <p>1. Transit Authority of City of Paducah – Year ended June 30, 2019</p> |
| I(H) | Personnel Actions |
| I(I) | A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A 2019 GRANT AWARD IN THE AMOUNT OF \$442,181.76 FOR THE PURCHASE OF AN EOD ROBOT FOR THE PADUCAH POLICE DEPARTMENT’S FBI CERTIFIED BOMB SQUAD AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME MO #2301 BOOK 11 |
| I(J) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL APPLICATION TO THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION FOR LOCAL EXPANDED JURISDICTION FOR THE FIRE PREVENTION DIVISION MO #2302 BOOK 11 |
| I(K) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AFRICAN AMERICAN CIVIL RIGHTS PRESERVATION PROJECT GRANT APPLICATION THROUGH THE NATIONAL PARKS SERVICE (NPS) IN THE AMOUNT OF \$100,320, ON BEHALF OF THE HOTEL METROPOLITAN, TO MAKE NECESSARY REPAIRS AND RENOVATIONS TO ENSURE THE FUNCTIONALITY OF THE HOTEL, INCLUDING REPAIRS TO THE ROOF, FLOORING, DECK, RAILING, DOORS, WINDOWS, EXTERIOR PAINT JOB, NEW EXTERIOR SIGNAGE, ETC., AND AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT THE GRANT APPLICATION MO #2303 BOOK 11 |
| I(L) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SAVE AMERICA’S TREASURES PRESERVATION PROJECTS GRANT APPLICATION FROM THE HISTORIC PRESERVATION FUND, WHICH IS ADMINISTERED BY THE NATIONAL PARKS SERVICES (NPS) IN THE AMOUNT OF \$200,000, TO REPAIR THE FAÇADE OF THE COLUMBIA THEATRE, AND AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT THE GRANT APPLICATION MO #2304 BOOK 11 |
| I(M) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SYSTEM SOLUTIONS OF PADUCAH, KENTUCKY IN AN AMOUNT OF \$38,910.23 FOR PROCUREMENT OF A NEW SECURITY SYSTEM FOR CITY HALL MO #2305 BOOK 11 |
| I(N) | A MUNICIPAL ADOPTING AND APPROVING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS IN THE AMOUNT OF \$650,000 FOR IMPROVEMENTS TO SOUTH 25 TH STREET MO #2306 BOOK 11 |

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

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4).

SUSPEND RULES OF ORDER

Commissioner Wilson offered motion, seconded by Commissioner McElroy, to suspend the Rules of Order to allow public comments related to Item II(A) regarding the Insurance Premium Tax before the aforementioned item is voted upon.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4).

PUBLIC COMMENT

- Ron Ward made comments about the Bond Issue
- Melanie Patel and Wes Hagan made comments concerning the aquatics center

ORDINANCE(S) – ADOPTIONS

AMEND CODE OF ORDINANCES SECTION 106 TO RAISE INSURANCE PREMIUM TAX

Commissioner Wilson offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: this ordinance amends Section 106-126 of the Paducah Code of Ordinances to raise the Insurance Premium Tax from 6% (six percent) to 7% (seven percent). The increase of the Insurance Premium Tax will provide additional revenue that is necessary to assist in the funding of employee pensions, as well as the funding for the design, construction administration, and construction of an indoor recreation and aquatic facility for use by the citizens of the City of Paducah. The full text of each section that imposes taxes shall be published in accordance with KRS 83A.060.

Adopted on call of the roll, yeas, McElroy, Wilson and Mayor Harless (3). Abraham voted Nay (1). **(ORD 2019-11-8597 Book 35)**

AUTHORIZE A BOND ISSUANCE OF \$22,000,000 IN GENERAL OBLIGATION BONDS FOR CONSTRUCTION OF INDOOR AQUATIC AND RECREATION CENTER

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2020A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$22,000,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING THE PRINCIPAL AMOUNT OF BONDS BY UP TO \$2,200,000 OR DECREASING THE PRINCIPAL AMOUNT OF BONDS BY ANY AMOUNT) FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, EQUIPPING, AND INSTALLATION OF A MUNICIPAL SPORTS AND RECREATIONAL FACILITY LOCATED WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY; APPROVING THE FORMS OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF A

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NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.” This ordinance is summarized as follows: This Ordinance authorizes the issuance of general obligation bonds designated as Series 2020A in the approximate principal amount of \$22,000,000 (the “Bonds”) by the City of Paducah, Kentucky (the “City”). The Bonds are to be issued for the purpose of financing all or a portion of the costs of the acquisition, construction, equipping, and installation of a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space. Provisions are made in the Ordinance for the payment of the Bonds and the security therefor; for the application of the proceeds of the Bonds; for the establishment of a Bond Payment Fund; for the maintenance of the previously established sinking fund; and for certain covenants of the City with respect to the Bonds. The Bonds are to be sold at public, competitive sale, and shall mature, or be subject to mandatory sinking fund redemption, in varying amounts on February 1, 2020 and each February 1st thereafter through February 1, 2039. The Bonds pledge the full faith, credit, and taxing power of the City and provision is made for the collection of a tax to pay the principal of, and interest on the Bonds, subject to certain credits, as provided in Section 7 of the Ordinance. The full text of each section that imposes fees or taxes shall be published in accordance with KRS 83A.060.

Adopted on call of the roll, yeas, McElroy, Wilson and Mayor Harless (3). Abraham voted Nay (1). **(ORD 2019-11-8598 Book 35)**

AMENDMENT #2 FOR HDR ENGINEERING, INC. FOR GREENWAY TRAIL PHASE IV

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, , “AN ORDINANCE APPROVING CONTRACT AMENDMENT NO. 2 WITH HDR ENGINEERING, INC. FOR A PRICE INCREASE IN THE AMOUNT OF \$46,689 FOR PROFESSIONAL DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE IV PROJECT.” This Ordinance is summarized as follows: the City of Paducah approves and authorizes the execution of Contract Amendment No. 2 to the contract with HDR Engineering, Inc. for the Greenway Trail Phase IV Project. This Amendment increases the contract cost by \$46,689.00 for additional labor hours already completed, final record drawings, final walkthrough, and approval of remaining payment applications, resulting in a total contract price of \$134,189.00.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4). **(ORD 2019-11-8599 Book 35)**

AUTHORIZE THE CITY MANAGER AND FINANCE DIRECTOR TO IMPLEMENT SERVICE FEES

Commissioner Wilson offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH.” This ordinance is summarized as follows: This ordinance authorizes the City Manager and the City Finance Director to establish and implement a

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credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of \$1.50 to cover the City's costs of accepting such payment forms.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4). (**ORD 2019-11-8600 Book 35**)

SUSPEND RULES OF ORDER

Commissioner Wilson offered motion, seconded by Commissioner McElroy, to suspend the Rules of Order to allow public comments related to Item II(E) regarding Dogs at Special Events before the aforementioned item is voted upon.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4).

PUBLIC COMMENTS

Phillip Hamm made comments concerning the amendment of Chapter 14 related to dogs at special events.

AMEND CODE OF ORDINANCES CHAPTER 14 RELATED TO DOGS AT SPECIAL EVENTS

Commissioner McElroy offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, , "AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH." This ordinance is summarized as follows: this ordinance amends Sections 14-31 and 14-32 of the Paducah Code of Ordinances to restrict dogs at special community events. This amendment defines special community events as all events permitted within City limits, regardless of whether the City is the organizer or sponsor. This restriction shall not apply to service dogs or to dogs whose owner's residence is located within the area designated for special events so long as all service and resident dogs are restrained by a leash or other lead that is no longer than three (3) feet. This restriction shall also not apply to events which specifically provide for and include that dogs may be brought into the area for the permitted event.

TABLE VOTE ON AMENDING CODE OF ORDINANCES CHAPTER 14 RELATED TO DOGS AT SPECIAL EVENTS

Commissioner McElroy offered motion, seconded by Commissioner Wilson, to table the vote on Amending Code of Ordinances Chapter 14 related to Dogs at Special Events.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4).

ORDINANCE(S) – INTRODUCTION

ALLEY CLOSURE AT BROADWAY SOUTH 6TH & KENTUCKY AVENUE

Commissioner Abraham offered motion, seconded by Commissioner McElroy that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF AN ALLEY BETWEEN 600 & 606 BROADWAY, 105 & 111 SOUTH 6TH STREET AND 603 KENTUCKY AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of a portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

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DISCUSSION

The Board of Commissioners discussed a potential amendment to Chapter 42 of the Paducah Code of Ordinances related to junk cars.

CITY MANAGER COMMENTS

- Congratulated the recipients of the business awards and thanked them for the investments in our community
- Encouraged citizens to walk through or drive through Noble Park to view the Christmas lights
- Encouraged citizens to participate in Small Business Saturday and the Dickens of a Christmas event in downtown on Saturday, November 30th
- The Christmas parade will be December 7th
- Allowed Rick Murphy to discuss the stop sign that has been installed at 5th and Broadway. This same type of stop sign will be installed at 6th Street and 7th Street. Beginning December 1st these lights will turn to all flashing and will become a 3-way stop. The lights will flash for 90 days and then be taken down.
- City Manager wished everyone a Happy Thanksgiving.

COMMISSION COMMENTS

- Commissioner McElroy gave an update on the Garden Club Music Garden in Noble Park
- Commissioner Abraham related that he is excited about the enthusiasm in downtown and feels the BUILD Grant will enhance the riverfront and the TIF District will create a lot of opportunities in downtown
- Commissioner Wilson commented on Paducah obtaining the BUILD Grant
- Mayor Harless congratulated Kentucky Care on the groundbreaking of their new clinic on the southside. She also made comments on the Veterans Day event and said planning for the 2020 event will begin in April.

EXECUTIVE SESSION

Commissioner Wilson offered motion, seconded by Commissioner McElroy, that the Board go into closed session for discussion of matters pertaining to future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b).

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4).

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson and Mayor Harless (4).

ADJOURN

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

November 26, 2019

Meeting ended at approximately 8:45 p.m.

ADOPTED: December 10, 2019.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

December 10, 2019

Deed File:

1. Quitclaim Deed – City of Paducah to Cappock – Closure of a portion of Mayfair Place between Sherwood Road and Marlborough Way - ORD 2019-9-8592
2. Quitclaim Deed – City of Paducah to McKeown – Closure of a portion of Mayfair Place between Sherwood Road and Marlborough Way – ORD 2019-9-8592

Contract File:

1. Expanded Jurisdiction Renewal Application – MO #2302
2. Contract Amendment #2 for the HDR Engineering, In. for Greenway Trail Phase IV – ORD 2019-11-8599
3. KOHS Grant Procurement Checklist and Legal Signature Authorization – MO #2301
4. Aquatic and Community Center Feasibility Study – October 2019 - Lose Design MO #2281

Financials File:

1. Paducah Water Works – Month ended October 31,2019

CITY OF PADUCAH
December 10, 2019

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

James Priddy for Michael Smolen
City Manager's Signature

12/4/19
Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
December 10, 2019**

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>PARKS SERVICES</u> | | | | | |
| Askew, LaMiira A. | Administrative Assitant II \$14.94/hr | Administrative Assitant II \$15.31/hr | NCS | Non-Ex | November 28, 2019 |
| <u>FIRE SUPPRESSION</u> | | | | | |
| Owen, Christopher T. | Relief Driver \$15.91/hr | Acting Lieutenant \$17.19/hr | NCS | Non-Ex | July 25, 2019 |
| Owen, Christopher T. | Acting Lieutenant \$17.19/hr | Relief Driver \$15.91/hr | NCS | Non-Ex | July 31, 2019 |
| Owen, Christopher T. | Relief Driver \$15.91/hr | Acting Lieutenant \$17.19/hr | NCS | Non-Ex | September 26, 2019 |
| Owen, Christopher T. | Acting Lieutenant \$17.19/hr | Relief Driver \$15.91/hr | NCS | Non-Ex | October 17, 2019 |

TERMINATIONS - FULL-TIME (F/T)

POLICE-OPERATIONS

| | | | | | |
|---------------------|----------------|-------------|--|--|-------------------|
| Davis, Scotty A. | Police Officer | Retirement | | | November 30, 2019 |
| Rolens, Nicholas S. | Police Officer | Resignation | | | November 29, 2019 |

FIRE-SUPPRESSION

| | | | | | |
|-----------------|---------|------------|--|--|-------------------|
| Bell, Paul | Captain | Retirement | | | November 30, 2019 |
| Hannan, Patrick | Captain | Retirement | | | November 30, 2019 |

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Accept Donation of Property Located at 2028 Clay Street - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Ms. Irene Salemi would like to donate this property to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

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

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

Funds Available: Account Name:

Account Number:

Staff Recommendation: Authorize Mayor Brandi Harless to sign a deed transferring 2028 Clay Street to the City of Paducah.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 2028 CLAY STREET FROM IRENE SALEMI TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the Property located at 2028 Clay Street from Irene Salemi.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation and execute the Consideration Certificate contained in said Deed of Conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\mo\prop donated –2028 Clay Street

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Closure of a portion of an Alley on the West Side of South 6th Street between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information:

The following adjacent property owners have submitted an executed application requesting that a portion of an alley located on the west side of South 6th Street and between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue be closed:

- Irvin Cobb Limited Partnership
- Richard Mark Edwards

On October 21, 2019, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a 20 foot wide public utility easement as shown on the plat and a reciprocal ingress/egress easement over the property in its entirety be required.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of an Alley on the west side of 6th Street between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue be closed and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. Ordinance
2. Irvin_Cobb_Ally_Closure

3. Planning Commission Resolution

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF AN ALLEY BETWEEN 600 & 606 BROADWAY, 105 & 111 SOUTH 6TH STREET AND 603 KENTUCKY AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of the portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue, and being more particularly described as follows:

ALLEY CLOSURE - TRACT A - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and south of Broadway, In Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point In the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198.10 feet from the centerline of Broadway, said point also being the southeast corner of the Irvin Cobb Limited Partnership property (recorded In deed book 1379, page 100);

Thence with the west right-of-way line of South 6th Street, S25202'19"E a distance of 10.00 ft. to a "X" cut in concrete (set), said point being in the centerline of said alley;

Thence with the centerline of said alley, S64257'41"W a distance of 87.80 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), passing through a mag nail and disk stamped "BFW KJW #3445" (set) at 57.75 ft., said point being In the centerline of the alley;

Thence with a new line, N25202'19"W a distance of 10.00 ft. to a point, said point being the southwest property corner of the above said Irvin Cobb Limited Partnership property, said point also being in the north right-of-way line of said alley;

Thence with the above said right-of-way, N64257'41"E a distance of 87.80 ft. to the Point of

Beginning. The above described Tract contains 878 square feet.

The above described Tract is subject to a public utility easement and a reciprocal Ingress/egress easement over the property is its entirety.

ALLEY CLOSURE - TRACT B - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken

County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence along the north property line of above said 1369 Properties, LLC property, S64257'41"W a distance of

57.75 ft. to a 3/8" rebar (found) to the True Point of Beginning;

Thence with the south right-of-way line of a 20' alley, S641Z57'41nw a distance of 30.05 ft. to a "X" cut in concrete (set);

Thence with a new line, N25!02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64257'41"E a distance of 30.05 ft. to a mag nail and disk stamped

"BFW KJW #3445" (set);

Thence with a new line, S25202'19"E a distance of 10.00 ft. to the True Point of

Beginning. The above described Tract contains 300 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

ALLEY CLOSURE -TRACT C - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.LS.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence with the south right-of-way line of a 20' alley, S641Z57'41"W a distance of 57.75 ft. to a 3/8" rebar (found), said point also being the northwest corner of the above said 1369 Properties, LLC property;

Thence with a new line, N251Z02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW

#3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64257'41"E a distance of 57.75 ft. to a "X" cut in concrete (set), said point being in the west right-of-way line South 6th Street;

Thence with the above said right-of-way, S25202'19"E a distance of 10.00 ft. to the Point of

Beginning. The above described Tract contains 577 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

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

a. Irvin Cobb Limited Partnership and Richard Mark Edwards are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof, Exhibit A.

b. On the 21st day of October, 2019, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

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

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

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

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 26, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\stclosing\alley-S 6th, Broadway & Kentucky Ave

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

EXHIBIT A



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

Date: 9/27/2019

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

Public Right-of-Way: Alley off 6th Street (between Broadway and Kentucky Avenues

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

Respectfully submitted by all adjoining property owners:

IRVIN COBB LIMITED PARTNERSHIP
By: Irvin Cobb Manager, Inc.,
general partner

[Signature]
Signature of Property Owner

Joseph A. Bobeck Secretary

Property Owner's Name Printed
1020 Huron Rd., #100
Cleveland, OH 44115

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 27 day of September, 2019 by Joseph A. Bobeck, Secretary.

My Commission expires 2-27-2020

[Signature]
Notary Public, State at Large

SUSAN L. MORAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Feb. 27, 2020

1369 Properties, LLC

[Signature]
Signature of Property Owner

Richard M Edwards

Property Owner's Name Printed

1135 Lakeview Dr, Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 13 day of NOV, 2019 by Richard M Edwards

My Commission expires 4-29-22

[Signature]
Notary Public, State at Large #597513

SEAL

PROPERTY NOTES:
CLIENT:
 IRVIN COBB LIMITED PARTNERSHIP
 2160 E. FIFTH STREET
 DAYTON, OHIO 45403

AREA SUMMARY:
 TOTAL AREA:
 TRACT A 878 SQ. FT. 0.020 AC.
 TRACT B 300 SQ. FT. 0.007 AC.
 TRACT C 577 SQ. FT. 0.013 AC.

INTENT:
 THE INTENT OF THIS PLAT IS TO CLOSE A PORTION OF AN ALLEY AND ESTABLISH A PUBLIC UTILITY EASEMENT AS SHOWN HEREON.

FLOOD ZONE INFORMATION:
 THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREA WITH REDUCED FLOOD RISK DUE TO LEVEE", AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

ZONING INFORMATION:
 THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-2-T" & "B-2".
 ZONE "B-2-T" = DOWNTOWN BUSINESS TOWNLIFT ZONE
 ZONE "B-2" = DOWNTOWN BUSINESS ZONE

MINIMUM YARD REQUIREMENTS:
 FRONT YARD: NONE
 SIDE YARD: NONE
 REAR YARD: NONE

MINIMUM AREA REQUIREMENTS:
 1. MINIMUM LOT AREA: NONE
 2. MINIMUM LOT WIDTH: NONE

MAXIMUM BUILDING HEIGHT:
 NONE

MAXIMUM LOT COVERAGE:
 NONE

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF RECORDING
 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 DEPUTY COURT CLERK

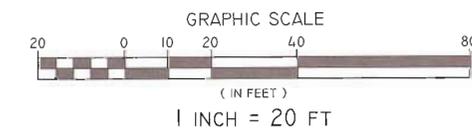
MAYOR'S CERTIFICATE OF APPROVAL
 IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # _____ I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH DATE _____

PLANNING AND ZONING CERTIFICATE OF APPROVAL
 UNDER THE AUTHORITY PROVIDED BY CHAPTER 100 KENTUCKY REVISED STATUTES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION AT A MEETING HELD _____, 20____

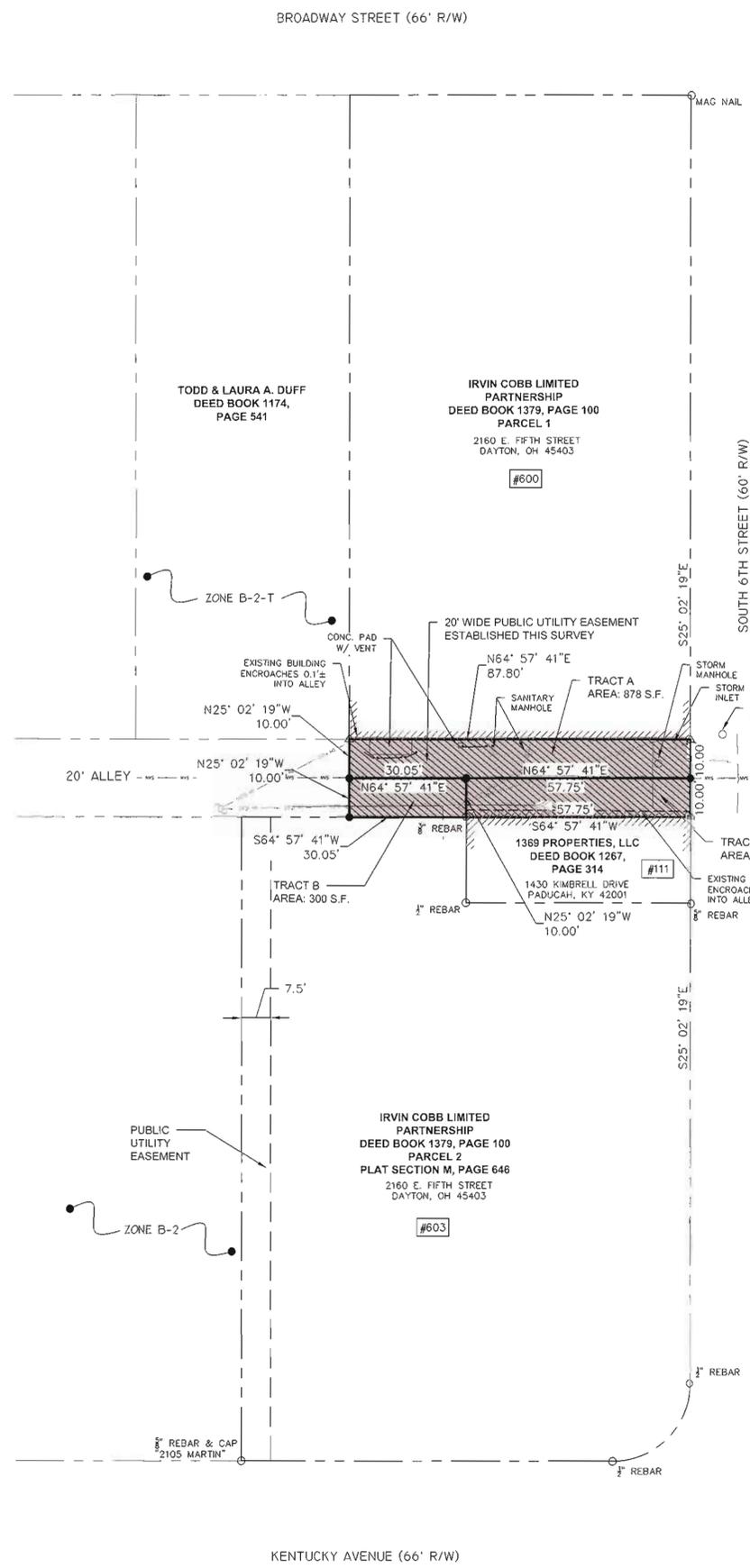
CHAIRMAN OF THE PLANNING ZONING COMMISSION _____



SURVEYOR'S CERTIFICATE:
 I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150. AND THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (SPECTRA PRECISION SP80 GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL STATION). BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. DATE OF SURVEY: SEPTEMBER 18, 2019.

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

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS AND EASEMENTS. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.



BEARINGS SHOWN HEREON BASED ON KENTUCKY (SOUTH) STATE PLANE COORDINATES



VICINITY MAP

UTILITY OWNER'S CERTIFICATE:
 THIS IS TO CERTIFY THAT WE, THE UTILITY OWNER, HEREBY ACKNOWLEDGES THE PORTION OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND FREELY GIVE OUR CONSENT TO CLOSE THE PUBLIC WAY AS SHOWN AND DESCRIBED HEREON.

| SIGNATURE | DATE |
|-----------------------|-------|
| PADUCAH WATER WORKS | TITLE |
| SIGNATURE | DATE |
| ATMOS ENERGY | TITLE |
| SIGNATURE | DATE |
| PADUCAH POWER SYSTEM | TITLE |
| SIGNATURE | DATE |
| COMCAST CABLE | TITLE |
| SIGNATURE | DATE |
| BELLSOUTH | TITLE |
| SIGNATURE | DATE |
| PADUCAH-McCRACKEN CO. | TITLE |
| SIGNATURE | DATE |
| JOINT SEWER AGENCY | TITLE |
| SIGNATURE | DATE |
| CITY OF PADUCAH | TITLE |

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 CLOSE THE PUBLIC WAY AS SHOWN AND DESCRIBED HEREON.

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____ COUNTY OF _____

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

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

NOTARY PUBLIC SIGNATURE: _____ MY COMMISSION EXPIRES: _____

CERTIFICATE OF 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 CLOSE THE PUBLIC WAY AS SHOWN AND DESCRIBED HEREON.

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT
 STATE OF _____ COUNTY OF _____

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

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

NOTARY PUBLIC SIGNATURE: _____ MY COMMISSION EXPIRES: _____

| PROJECT NO. 19044 | DATE 8/17/19 | CHECKED BY KJW | BY | DATE |
|-------------------|--------------|----------------|----|------|
| DRAWN BY KJM | | | | |
| REV. DESCRIPTION | | | | |

BACON FARMER WORKMAN
 ENGINEERING & TESTING, INC.
 920 SOUTH 17TH STREET, 403 N. COURT STREET, 1218 DUNDIG DRIVE
 PADUCAH, KY 40301, PADUCAH, KY 40301, PADUCAH, KY 40301
 PHONE: 270-431-9193, PHONE: 270-431-9193, PHONE: 270-431-9193
 FAX: 270-431-9193, FAX: 270-431-9193, FAX: 270-431-9193
 LICENSE NO. 13026, LICENSE NO. 13026, LICENSE NO. 13026

ALLEY CLOSURE
 IRVIN COBB APARTMENTS
 800 BROADWAY
 PADUCAH, KENTUCKY
 FOR IRVIN COBB LIMITED PARTNERSHIP

SHEET
 SV1.0

RECEIVED
 Sep 27 2019
 Planning Department
 VAC2019-210

RECEIVED
 OCT 22 2019
 ENGINEERING DEPARTMENT

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN ALLEY BETWEEN 600 & 606 BROADWAY, 105 & 111 SOUTH 6TH STREET AND 603 KENTUCKY AVENUE.

RECEIVED
OCT 22 2019
ENGINEERING
DEPARTMENT

WHEREAS, a public hearing was held on October 21, 2019 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close a portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue.

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

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close a portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue as follows:

ALLEY CLOSURE – TRACT A - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and south of Broadway, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198.10 feet from the centerline of Broadway, said point also being the southeast corner of the Irvin Cobb Limited Partnership property (recorded in deed book 1379, page 100);

Thence with the west right-of-way line of South 6th Street, S25°02'19"E a distance of 10.00 ft. to a "X" cut in concrete (set), said point being in the centerline of said alley;

Thence with the centerline of said alley, S64°57'41"W a distance of 87.80 ft. to a mag nail and disk stamped "BFW KIW #3445" (set), passing through a mag nail and disk stamped "BFW KIW #3445" (set) at 57.75 ft., said point being in the centerline of the alley;

Thence with a new line, N25°02'19"W a distance of 10.00 ft. to a point, said point being the southwest property corner of the above said Irvin Cobb Limited Partnership property, said point also being in the north right-of-way line of said alley;

Thence with the above said right-of-way, N64°57'41"E a distance of 87.80 ft. to the Point of Beginning.

The above described Tract contains 878 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

ALLEY CLOSURE – TRACT B - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence along the north property line of above said 1369 Properties, LLC property, S64°57'41"W a distance of 57.75 ft. to a 3/8" rebar (found) to the True Point of Beginning;

Thence with the south right-of-way line of a 20' alley, S64°57'41"W a distance of 30.05 ft. to a "X" cut in concrete (set);

Thence with a new line, N25°02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64°57'41"E a distance of 30.05 ft. to a mag nail and disk stamped "BFW KJW #3445" (set);

Thence with a new line, S25°02'19"E a distance of 10.00 ft. to the True Point of Beginning.

The above described Tract contains 300 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

ALLEY CLOSURE – TRACT C - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence with the south right-of-way line of a 20' alley, S64°57'41"W a distance of 57.75 ft. to a 3/8" rebar (found), said point also being the northwest corner of the above said 1369 Properties, LLC property;

Thence with a new line, N25°02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64°57'41"E a distance of 57.75 ft. to a "X" cut in concrete (set), said point being in the west right-of-way line South 6th Street;

Thence with the above said right-of-way, S25°02'19"E a distance of 10.00 ft. to the Point of Beginning.

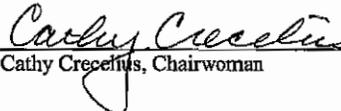
The above described Tract contains 577 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. 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.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the City Commission with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on October 21, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Approve a Budget Amendment to move General Fund Reserve Funds in the amount of \$687,900 to the Ohio River Reconstruction Project - **R MURPHY**

Category: Ordinance

Staff Work By: James Arndt, Rick Murphy, Melanie Townsend
Presentation By: Rick Murphy

Background Information:

The City of Paducah entered into a Project Partnership Agreement (PPA) with the United States Army Corps of Engineers (USACE) for the reconstruction of the City of Paducah's Local Flood Protection Project (LFPP). This agreement is entitled,... "For the Construction of the Ohio River Shoreline Reconstruction Project...: and was approved by Ordinance No. 2017-05-8484.

The total project has been authorized at \$31,246,900. This agreement requires a 65% Federal Cost Share (\$20,309,000.00) and a 35% Local Cost Share (\$10,936,100.00) of which 5% (\$1,562,300.00) of total project cost must be in cash. To date the City has provided cash in the amount of \$874,406 leaving an obligation cash draw balance of \$687,894.

Ohio River Shoreline Reconstruction Project Cost Share

| | |
|-------------------------|---------------------------------|
| \$ 31,246,000.00 | Total Project Cost (TPC) |
| \$ 20,309,000.00 | Federal Cost Share (65%) |
| \$ 10,936,100.00 | Local Cost Share (35%) |

| | |
|-------------------------|------------------------------------|
| \$ 10,936,100.00 | Total Local Cost Share |
| \$ 9,393,974.00 | Total In-kind Cost Share (30% TPC) |
| \$ 1,562,300.00 | Local Cash Cost Share (5% TPC) |

| | |
|------------------------|---|
| \$ 1,562,300.00 | Local Cash Cost Share |
| \$ 874,406.00 | Cash Paid to Date |
| \$ 687,894.00 | Cash Requested |
| \$ 0.00 | Cash Obligation Requirement Met For Current PPA |

| | |
|------------------------|--------------------------------|
| \$ 9,393,974.00 | Local In-kind Remaining |
|------------------------|--------------------------------|

At this time, USACE is requesting the remaining cash draw of \$687,894 applied to the current draw balance of \$687,894. Under the current agreement and payment of this draw request, the City of Paducah will satisfy the 5% cash match and will retain the obligation to meet the in-kind obligations of \$9,373,800 as required by the PPA.

This ordinance authorizes a budget amendment in the amount of \$687,900 from the General Fund Reserve to the Floodwall Cash Match Project Account (FW0016) to cover the current cash draw

request.

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

If yes, please list the Action Step Item Codes(s): Repair of the Paducah Floodwall provides the backdrop for the successful completion of all other Strategic Objectives.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Finance Director to transfer funds in the amount of \$687,900 from the FY20 General Fund Reserve to Floodwall Cash Match Project Account (FW0016) and to render payment for same to the USACE Louisville District.

Attachments:

1. Ordinance
2. 2017-05-8484

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2019-6-8578, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT” AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE UNITED STATES ARMY CORPS OF ENGINEERS LOUISVILLE DISTRICT

WHEREAS, the City of Paducah entered into a Project Partnership Agreement with the United States Army Corps of Engineers for reconstruction of the City of Paducah’s Local Flood Protection Project by adoption of Ordinance No. 2017-05-8484; and

WHEREAS, pursuant to the Project Partnership Agreement, the Corps of Engineers is requesting a cash draw of \$687,894.00; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2020 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as adopted by Ordinance No. 2019-6-8578, be amended by the following re-appropriations:

- Transfer \$687,900 from the FY2020 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account

SECTION 2. That the Finance Director is hereby authorized to make payment to the United States Army Corps of Engineers Louisville District in the amount of \$687,894.00 in accordance with the Project Partnership Agreement for reconstruction of the City of Paducah’s Local Flood Protection Project. This expenditure shall be charged to the Floodwall Cash Match (FW0016) Project Account.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\finance\budget amend 2019-20 - December 2019 (2nd Amendment)

ORDINANCE NO. 2017-5-8484

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROJECT PARTNERSHIP AGREEMENT (PPA) BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF PADUCAH FOR THE CONSTRUCTION OF THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY, RECONSTRUCTION PROJECT; AND TO AUTHORIZE THE FINANCE DIRECTOR TO PROVIDE THE NON-FEDERAL SPONSOR'S 5% CASH OBLIGATIONS TO THE U.S. ARMY CORPS OF ENGINEERS AS FEDERAL LEGISLATION/APPROPRIATIONS ARE AWARDED

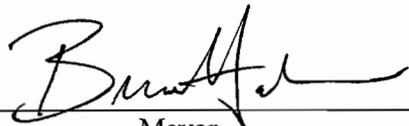
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Project Partnership Agreement between the Department of the Army, represented by the District Engineer, United States Army Engineer District, Louisville and the City of Paducah, Kentucky, for construction of the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.

SECTION 2. The City authorizes the Finance Director to provide the Non-Federal Sponsor's 5% cash obligations to the U.S. Army Corps of Engineers as Federal Legislation/Appropriations are awarded.

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

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



Mayor

ATTEST:


Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, April 25, 2017
Adopted by the Board of Commissioners, May 9, 2017
Recorded by Tammara S. Sanderson, May 9, 2017
Published by The Paducah Sun, May 12, 2017
\\ord\eng\agree-army corps - floodwall - ohio river shoreline

Agenda Action Form Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Approve Brockenborough Rotary Health Park Spray Pad Restroom Project Change Order No. 1 for an increase of \$16,951.32- **M THOMPSON**

Category: Ordinance

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information: The Brockenborough Rotary Health Park Project Phase 2 has included the development of restrooms and a Spray Pad. Evrard Construction was awarded the contract 150-day contract totaling \$515,000.00. After negotiations with the contractor a fair settlement increasing the project by \$16,951.32. This was one of the wettest construction seasons on record and the City agrees to allow 78 weather days on the project and the following would be agreed upon:

1. Evrard Construction is responsible for 30 days delay causing \$7,500 in damages.
2. City responsible change orders of \$24,451.32. List attached.

The sum total of changes is \$16,951.32. This would make the total project \$531,951.32.

Does this Agenda Action Item align with a Strategic Plan Action Step? No
If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Health Park Construction Phase 2

Account Number: PA0113 000-22000-22010

Staff Recommendation: Authorization of Change Order #1 for the Brockenborough Rotary Health Park Splash Pad Restroom Project for a total increase in the budget of \$16,951.32.

Attachments:

1. Ordinance
2. Brockenborough Rotary Health Park CO1 12052019
3. Brockenborough Rotary Health Park Spray Pad project Contract Addm 12032019

AN ORDINANCE AUTHORIZING A CONTRACT AMENDMENT WITH EVRARD STRANG CONSTRUCTION COMPANY IN AN AMOUNT OF \$16,951.32 FOR THE PAT AND JIM BROCKENBOROUGH ROTARY HEALTH PARK PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on November 19, 2018, the City of Paducah, Kentucky (hereinafter referred to as “City”) entered into a contract (a/k/a as an “Agreement”) whereby Evrard Strang Construction Company (hereinafter referred to as Contractor) agreed to furnish all the necessary labor, materials, tools and services necessary for the construction of the Pat and Jim Brockenborough Rotary Health Park Phase 2 Project (hereinafter the “Project”); and

WHEREAS, some disputes arose as to certain payments and certain weather related days leading to a delayed completion date on the Project.

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

SECTION 1. The Mayor is authorized to enter into a Contract Amendment with Contractor which will finalize all final payments for any and all change orders as well as assessing liquidated damages against Contractor. This Contract Amendment shall consist of change orders in the amount of Twenty-Four Thousand Four Hundred Fifty-One Dollars and 32/100 (\$24,451.32) for which City shall pay Contractor. Additionally, this Contract Amendment shall include liquidated damages which have been assessed against Contractor in the amount of Seven Thousand Five Hundred Dollars and no/100 (\$7,500.00) which shall be paid by Contractor to City. In sum, this Contract Addendum will provide that a final payment of Sixteen Thousand Nine Hundred Fifty-One Dollars and 32/100 (\$16,951.32) will be made by City to Contractor to satisfy all payment obligations of City and Contractor. A copy of this Contract Amendment is attached hereto. This expenditure shall be charged to the Health Park Construction Phase 2 Account PA0113 000-22000-22010.

SECTION 2. Prior to amending the contract as aforesaid, the Mayor must first receive lien waivers provided by Contractor from each and every subcontractor hired to perform labor or provide materials for the Paducah Health Park – Phase 2 Project.

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

BRANDI HARLESS, MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners _____

Adopted by the Board of Commissioners _____

Recorded by City Clerk _____

Published by *The Paducah Sun* _____

Ordinance Prepared by Denton Law Firm – A. Blackwell
ord\parks\Evrard Strang Contract Amendment 1 Dec. 2019

Health Park Phase 2 - Changes included in Change Order #1

| Item Changed | Cost Change | Reasoning |
|--|--------------------|--|
| Add urinal and wall hydrant | \$3,560.91 | State required |
| Deduct for Soil Removal by City | -\$3,650.00 | Cost saving measure by City |
| Omit restroom amenities | -\$133.16 | City to provide |
| Add 911 Landline | \$1,485.19 | State required, City preferred land line |
| Change to lock hardware | \$2,466.51 | Changed from a digital lock and hinge system |
| Add Presusure Reducing Valve for Sprayground | \$2,020.62 | Required due to high pressure |
| Omit seed and straw | -\$100.94 | City to Sod |
| Change to reorder hand dryers and mirrors; Additional GFCI breakers, pipe, wire; Sub-Contractor requested or 2nd month rentals due to holdup on State decision on master vent trap | \$10,382.12 | State required change after original approval |
| Add State required Master Vent Trap | \$5,274.02 | State required change after original approval |
| Add for work stopped at drain inlet at road | \$3,146.05 | City stoped work and changed design; Contractor had custom pipe already delivered and workers and equipment on site to perform the originally designed work. |
| Subtotal Change Orders | \$24,451.32 | |

ADDENDUM TO CONTRACT

The following Addendum is made to the Contract for Paducah Health Park – Phase 2 Project, that was executed on November 19, 2018, (hereinafter referred to as the “Agreement”), Rodney Evrard as President of Evrard Company (hereinafter referred to as “Evrard”), Inc. and City of Paducah (hereinafter referred to as “Paducah”):

This addendum is for the purpose of modifying the agreement regarding the remaining payments to be made to Evrard by City and the liquidated damages assessed against Evrard by the City. Said Agreement is hereby modified to include the following sections:

1. Liquidated Damages. Evrard shall be liable to City for Seven Thousand Five Hundred Dollars and no/100 (\$7,500.00) for delays in the completion of the project, as liquidated damages.
2. Change Order. City owes Evrard Twenty-Four Thousand Four Hundred Fifty-One Dollars and 32/100 (\$24,451.32) for additional items and additional work required for the project.
3. Payment. Payment shall be made by City to Evrard in the amount of Sixteen Thousand Nine Hundred Fifty-One Dollars and 32/100 (\$16,951.32). This amount shall represent the liquidated damages owed to City by Evrard, credited from the change order amounts owed by City to Evrard. Following this payment, no party shall be obligated to the other party for any work, damages, costs, and expenses, and the Agreement shall be paid in full.
4. Warranty. No changes included in this Addendum shall have any effect on any warranties on the materials or labor used on Phase 2 Project for the Paducah Health Park.
5. Lien Waivers. This Agreement shall be subject to Evrard obtaining lien releases from each and every contractor and/or subcontractor which Evrard retained to perform work on

Phase 2 Project for the Paducah Health. In the event that Evrard fails to obtain lien waivers from each and every aforementioned party, this Agreement shall be voided and nullified in full.

6. Mutual Release. In consideration of this Agreement, City does hereby release Evrard from any and all claims, demands, or causes of action which City has or may have against Evrard for any prior act or omission taken by Evrard in connection with Paducah Health Park – Phase 2 Project. This release shall not include a release of any warranties referenced above in Section 4 of this Agreement.

In consideration of this Agreement, Evrard does hereby release City from any and all claims, demands, or causes of action which Evrard has or may have against City for any prior act or omission taken by Evrard in connection with Paducah Health Park – Phase 2 Project.

This Addendum effective this _____ day of December, 2019.

Evrard Company, Inc.

**CITY OF PADUCAH PARKS
DEPTARMENT**

Rodney Evrard
President

Brandi Harless
Mayor, City of Paducah

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2019 by Brandi Harless, Mayor, on behalf of the City of Paducah.

My commission expires: _____.

Notary Public, State at Large

STATE OF _____)

COUNTY OF _____)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2019 by Rodney Evrard, President of Evrard Company, Inc.

My commission expires: _____.

Notary Public, State at Large

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Authorize a Promissory Note Release for Paxton Park Golf Municipal Golf Course - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Mark Thompson, Jonathan Perkins, Lindsay Parish
Presentation By: James Arndt

Background Information:

On February 7, 2014, the Paducah Golf Commission dba Paxton Park Municipal Golf Course Board made, executed and delivered to the City of Paducah, a Promissory Note, in the principal amount of \$225,000.00 for the purpose of financing Golf Course facility improvements and equipment purchases.

On January 13, 2015, the Board of Commissioners adopted an ordinance to modify the promissory note to reduced monthly principal installment payments plus accrued unpaid interest for 12 consecutive monthly installment payments.

The loan was used by the Municipal Golf Course to purchase city-owned equipment and make capital improvements to the city-owned facility. This loan was originally intended to be repaid over a 10 year period but lower patron volume and weather issues have resulted in reduced monthly payments being made. While monthly payments have been made in a timely manner, the facility has had difficulty during the last few years bringing in enough operating funds to properly maintain the facility. This action of releasing the promissory note would allow the Golf Course to operate the city-owned facility with lessened financial strain.

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

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

Funds Available: Account Name: Fleet Lease Trust Fund

Account Number:

Staff Recommendation: Staff recommends adoption of an ordinance to release the Paxton Park Golf Course Board Promissory Note.

Attachments:

1. Draft Ordinance & Release 2019
2. Ordinance 2015 - Paxton Park Modification Agreement
3. Ordinance 2013 - Paxton Park Promissory Note

ORDINANCE NO. 2019-_____

AN ORDINANCE AUTHORIZING AND APPROVING THE FORGIVENESS OF A LOAN OWED BY THE PADUCAH GOLF COMMISSION AND REPEALING ORDINANCE NO. 2013-12-8109 AND ORDINANCE NO. 2015-1-8208, WHICH AUTHORIZED AND MODIFIED THE LOAN BETWEEN THE CITY OF PADUCAH AND THE PADUCAH GOLF COMMISSION FOR CAPITAL IMPROVEMENTS TO PAXTON PARK MUNICIPAL GOLF COURSE

WHEREAS, on December 17, 2013, the City adopted Ordinance No. 2013-12-8109, entitled “*An Ordinance authorizing the Mayor to enter into a loan agreement between the City of Paducah and Paxton Park Municipal Golf Course Board,*” authorizing certain financial assistance to Paducah Golf Commission (doing business under the assumed name Paxton Park Municipal Golf Course Board) (the “Golf Commission”), a duly created and existing recreational commission established by the City of Paducah pursuant to Chapter 70 Article IV of the *City’s Code of Ordinances*, for certain capital improvement projects need for the preservation of the Paxton Park Municipal Golf located on City owned real property, situated within the boundaries of the City of Paducah, which furthers the public purposes of the City to do whatever is necessary for the health, safety, and welfare of its residents (the “Public Project”); and

WHEREAS, such financial assistance is evidenced by a certain Promissory Note dated February 7, 2014, in the original principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), which promissory note was subsequently modified by Promissory Note Modification Agreement dated January 15, 2015 entered into by and between the City and the Golf Commission, which modification agreement was authorized and approved by the City Commission through the adoption, on January 13, 2015, of Ordinance No. 2015-1-8208, entitled “*An Ordinance of the City of Paducah, Kentucky, authorizing the Mayor to enter a Promissory Note Modification Agreement between the City of Paducah and the Paxton Park Municipal Golf Course Board*” (the aforesaid Promissory Note and the Promissory Note Modification Agreement shall be collectively referred to as the “Note”); and

WHEREAS, the Golf Commission is ordered by City Ordinances to cover all expenses associated with the operations of the golf course through revenues generated through the Public Project; and

WHEREAS, the Golf Commission is currently undergoing financial challenges associated with two straight years of inclement weather during peak golf seasons; and

WHEREAS, the annual costs of the debt service payments paid by the Golf Commission to the City in connection with the Note for capital improvements to the City’s Public Project causes a hardship on the Golf Commission and contributes to its current financial challenges; and

WHEREAS, City Staff recommends to the Board of Commissioners that it is in the best interest of the City, the Golf Commission, and its residents to forgive the Golf Commission from the liability and obligation to repay the remainder of its debt owed to the City under the terms of

the Note, which has an estimated balance of \$176,250.00 and repeal Ordinance No. 2013-12-8109 and Ordinance No. 2015-1-8208, all being effective as of December 31st, 2019.

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

SECTION 1. Ordinance 2013-12-8109 and Ordinance No. 2015-1-8208 are hereby repealed in their entirety, effective December 31st, 2019.

SECTION 2. Effective as of December 31, 2019, the City hereby forgives the repayment of the Note; and the Note and all indebtedness and obligations due thereunder are hereby fully released, discharged, extinguished, and cancelled. Further, the City hereby approves the Forgiveness of Debt Agreement by and between the City and the Golf Commission (the "Agreement") 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 Agreement for the purposes therein specified, and the Mayor of the City is hereby authorized to execute the Agreement, together with such other documents, instruments or certifications which may be necessary to accomplish the transaction contemplated by this Ordinance with such changes in the Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Agreement by such official.

Section 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 5. 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, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parrish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\ Paxton Park Golf Loan Release 2019

Ordinance Prepared By L Emmons – Denton Law Firm, PLLC

EXHIBIT A
FORGIVENESS OF DEBT AGREEMENT
SEE ATTACHMENT

222071

FORGIVENESS OF DEBT AGREEMENT

THIS FORGIVENESS OF DEBT AGREEMENT is made and entered into on this _____ day of December, 2019, by and between CITY OF PADUCAH, KENTUCKY, a city of the home rule class of the Commonwealth of Kentucky, (the “City”) and G.P.E.D.C., INC., doing business under the assumed name of PADUCAH GOLF COMMISSION (doing business under the assumed name Paxton Park Municipal Golf Course Board (hereinafter the “Commission” or “Borrower”) a duly created and existing recreational commission established by the City of Paducah, Kentucky pursuant to the laws of the Commonwealth of Kentucky.

RECITALS

WHEREAS, the City has previously provided certain financial assistance to Borrower for certain capital improvement projects need for the preservation of the Paxton Park Municipal Golf located within the boundaries of the City of Paducah, which furthers the public purposes of the City to do whatever is necessary for the health, safety, and welfare of its residents; and

WHEREAS, such financial assistance is evidenced by a certain Promissory Note dated February 7, 2014, in the original principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), which promissory note was authorized and approved by the City Commission through the adoption of Ordinance No. 2013-12-8109; and

WHEREAS, the terms of the aforesaid Promissory Note was subsequently modified by Promissory Note Modification Agreement dated January 15, 2015 entered into by and between the City and Borrower, which modification agreement was authorized and approved by the City Commission through the adoption of Ordinance No. 2015-1-8208 (the aforesaid Promissory Note and the Promissory Note Modification Agreement shall be collectively referred to as the “Note”); and

WHEREAS, it is mutually desirable, beneficial, agreeable and in the best interest of the parties hereto and the City residents that the City forgive the repayment of the Note as such forgiveness furthers the public purposes of the City.

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy, sufficiency, and receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Forgiveness. Effective as of December 31, 2019, the City hereby forgives the repayment of the Note; and the Note and all indebtedness and obligations due thereunder are hereby fully released, discharged, extinguished, and cancelled; and Borrower is fully released and discharged from any liability with respect to the Note and all indebtedness and obligations due thereunder.

2. Miscellaneous Provisions. This Agreement shall be binding upon the parties hereto, their successors, and assigns. In the event of any litigation concerning this Agreement, Borrower submits itself to the jurisdiction of the McCracken Circuit Court, and additionally, hereby waives its right of trial by jury.

IN TESTIMONY WHEREOF, this Forgiveness of Debt Agreement has been executed by the parties on the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By _____
Mayor Brandi Harless

PADUCAH GOLF COMMISSION

By _____

Title _____

ORDINANCE NO. 2015-1-8208

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING THE MAYOR TO ENTER A PROMISSORY NOTE
MODIFICATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND
THE PAXTON PARK MUNICIPAL GOLF COURSE BOARD

WHEREAS, on February 7, 2014, the Paducah Golf Commission dba Paxton Park Municipal Golf Course Board (the "Commission") made, executed and delivered to the City of Paducah, Kentucky (the "City"), one certain Promissory Note, in the original principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), which promissory note bears a final maturity of February 14, 2024 (the "Note"); and

WHEREAS, the City and the Commission have come to an agreement as to the modification of the Note (the "Modification Agreement") and do now desire to memorialize the Modification Agreement by this binding writing; and

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

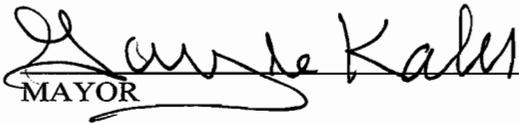
Section 1. Recitals and Authorization. The City hereby approves the Modification Agreement by and among the City and the Commission in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Modification Agreement for the purposes therein specified, and the execution and delivery of the Modification Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Modification Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Modification Agreement with such changes in the Modification Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Modification Agreement by such official.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

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


MAYOR

ATTEST:


Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 16, 2014
Adopted by the Board of Commissioners, January 13, 2015
Recorded by Tammara S. Sanderson, City Clerk, January 13, 2015
Published by *The Paducah Sun*, January 17, 2015
\\ord\agree-loan-amendment-paxton park

EXHIBIT A
PROMISSORY NOTE MODIFICATION AGREEMENT

THIS PROMISSORY NOTE MODIFICATION AGREEMENT made on this _____ day of January, 2015, by and between CITY OF PADUCAH, KENTUCKY, a city of the second class of the Commonwealth of Kentucky, (the "City") whose mailing address is Post Office Box 2267, Paducah, Kentucky, 42002,; and PADUCAH GOLF COMMISSION (doing business under the assumed name Paxton Park Municipal Golf Course Board (hereinafter the "Commission" or "Borrower"), whose mailing address is 841 Berger Road, Paducah, Kentucky 42003.

W I T N E S S E T H :

WHEREAS, heretofore and under date of February 7, 2014, the Commission made, executed and delivered to the City, one certain Promissory Note, in the original principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), which promissory note bears a final maturity of February 14, 2024 (the "Note"); and

WHEREAS, it is mutually desirable, beneficial, and agreeable to the parties hereto that the repayment terms of said Note be modified as hereinafter set out;

NOW, THEREFORE, in consideration of the mutual benefits inuring to each other, it is understood and agreed, by and between the parties hereto, that the terms and conditions of the Note as above described, is hereby modified as follows:

1. **Modification to Note.** The Note shall be modified as follows:
 - (a) The interest rate under the Note shall remain variable and tied to the rate of interest earned on the City's pooled demand deposits account. Borrower shall pay reduced monthly principal installment payments of Five Hundred Dollars (\$500.00) plus accrued unpaid interest in twelve (12) consecutive monthly installment payments, with the first monthly installment to be paid on or before January 14, 2015 and the remaining monthly payments to be paid on or before the 14th day of each consecutive month thereafter, up to and including December 14, 2015.
 - (b) Effective January 14, 2016, Borrower shall pay ninety-seven (97) consecutive monthly principal installment payments of Two Thousand and Forty Dollars (\$2,040.00) plus accrued unpaid interest, with the first monthly installment to be paid on or before January 14, 2016 and the remaining monthly payments to be paid on or before the 14th day of each consecutive month thereafter, and a final monthly principal installment payment in the amount of \$2,370.00 plus accrued unpaid interest on or before the scheduled maturity date of February 14, 2024.

It is further agreed by and between the parties that except for the modifications set forth above, all other remaining terms and provisions of the Note shall remain in full legal force and effect in strict accordance with such terms and provisions. This modification agreement, and the terms and provisions as herein contained, shall supplant and supersede all inconsistent terms and provisions as set forth in the Note.

2. **Collateral Documents.** Any and all collateral documents heretofore executed by the Borrower or any other person to the City as collateral for the Note, and for any modifications made thereto, including but not limited to a Mortgage, shall continue to secure the Note, as modified and modified as provided herein, in strict accordance with the terms and provisions therein contained.

3. **Nonwaiver Provision.** Borrower expressly acknowledges and agrees that the execution of this agreement shall not in any manner be construed as a waiver or release of any right, claim, or privilege which the City has against the Borrower, or of any obligation which the Borrower owes to the City pursuant to the Note, or pursuant to any collateral document or lien interest created thereunder. Furthermore, the execution of this agreement shall not be construed

as a waiver or release of any rights and claims that the City has against any maker or guarantor or any other party to any collateral document. The Borrower executing this agreement expressly acknowledges consent to this agreement and the continuing obligations to the City under the Note and collateral documents which have been executed to the City.

4. Other Documents. As a condition to the City's execution and acceptance of this agreement, the City shall have the right to require the Borrower to execute any additional collateral document, or any other related document necessary for the perfection of same.

5. Miscellaneous Provisions. This modification agreement shall be binding upon the parties hereto, their heirs, successors, and assigns. In the event of any litigation concerning this agreement, the Note, or any collateral document, the Borrower submits itself to the jurisdiction of the McCracken Circuit Court, and additionally, hereby waives their right of trial by jury.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By Gayle Kaler
Mayor Gayle Kaler

STATE OF KENTUCKY)

COUNTY OF McCracken)

On this ___ day of December, 2014, personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Gayle Kaler, Mayor of the City of Paducah, Kentucky (the "City"), personally known to me and personally known by me to be such officer, and to be the same person who executed as such officer, respectively, the within and foregoing instrument, and such person duly acknowledged before the undersigned the execution of the same to be her act and deed and the act and deed of said City for the uses and purposes therein stated, duly authorized by Ordinance of the City.

WITNESS my signatures this ___ day of January, 2015.

My commission expires: _____

Notary Public, State at Large

PADUCAH GOLF COMMISSION

By _____

Its _____

STATE OF KENTUCKY)

COUNTY OF McCracken)

Subscribed, sworn, and acknowledged before me on this ___ day of January, 2015, by _____ of the PADUCAH GOLF COMMISSION, on behalf of said Commission.

My commission expires _____.

Notary Public

ORDINANCE NO. 2013-12-8109

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LOAN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PAXTON PARK MUNICIPAL GOLF COURSE BOARD

WHEREAS, the Paxton Park Municipal Golf Course Board is charged with daily oversight, operation and maintenance of the Paxton Park Golf Course; and

WHEREAS, the Board of Directors of the Golf Course Board have requested a loan from the City for the purpose of financing facility improvements and equipment purchases; and

WHEREAS, the City would like to enter into a loan agreement for the Capital Improvement Projects and Equipment Needs presented by the Golf Course Board.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

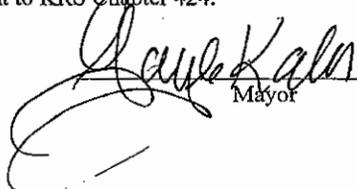
SECTION 1. That the City of Paducah is hereby authorizes the Mayor to enter into a loan agreement in the amount of \$225,000 with Paxton Park Municipal Golf Course Board for capital improvement project and equipment needs for the Paxton Park Municipal Golf Course. The City will make the loan from the Fleet Enterprise fund for a period of ten (10) years. Annual payment on the loan will be \$22,500, plus annual accrued interest at a rate that reflects the earning on City demand deposits, not to exceed 2.5%.

SECTION. 2. Funding for said loan authorized in Section 1 above shall be from the Fleet Trust account.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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



Mayor

ATTEST:


Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 10, 2013
Adopted by the Board of Commissioners, December 17, 2013
Recorded by Tammara S. Sanderson, City Clerk, December 17, 2013
Published by *The Paducah Sun*, December 23, 2013
\\ord\agree-loan-paxton park

179,250

R & file

PROMISSORY NOTE

168303

\$225,000.00

February 7, 2014
Paducah, Kentucky

FOR VALUABLE RECEIVED, the undersigned, the PADUCAH GOLF COMMISSION (doing business under the assumed name Paxton Park Municipal Golf Course Board ("Commission")), whose mailing address is Post Office Box 7624, Paducah, Kentucky 42002-7624, does hereby promise and agree to pay to the order of the CITY OF PADUCAH, KENTUCKY ("City"), a municipal corporation of the second class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate whose mailing address is Post Office Box 2267, Paducah, Kentucky, 42002-2267, the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), together with interest on the unpaid outstanding principal balance, in the manner as hereinafter set forth.

The term of this promissory note shall be a term of Ten (10) years. The interest rate on this promissory note shall be variable and tied to the rate of interest earned on the City's pooled demand deposits account on each one year anniversary date of this promissory note, which account is currently held by Independence Bank. The initial rate of interest shall be one percent (1%) per annum with the first interest change date on the 1st anniversary of this promissory note. Said variable rate is subject to change on each one year anniversary date of this promissory note, but under no circumstances will the interest rate exceed a rate of two and one half percent (2.5%) per annum or fall below a rate of one percent (1%) per annum. The interest rate change will not occur more often than each year. Interest on this promissory note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this promissory note is computed using this method.

Commission will pay this loan in one hundred and twenty (120) successive monthly principal installments of One Thousand Eight Hundred and Seventy-Five Dollars (\$1,875.00) plus accrued unpaid interest commencing on the 14th day of February, 2014, with a like principal installment payment plus accrued unpaid interest to be due and payable on the 14th day of each successive month thereafter, which installments it promises to pay when due. The final maturity date of this promissory note is February 14, 2024. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges.

In the event the undersigned fails to pay and satisfy any monthly installment within thirty (30) days following the monthly due date, such failure shall constitute an event of default under this note, in which event, the holder hereof shall have the right to declare the entire unpaid principal amount and all accrued interest due under this promissory note to be immediately due and payable, and shall have the further right to make written demand upon the undersigned for full payment of same.

Commission shall have the right to prepay this promissory note without penalty at any time.

FINANCE DEPARTMENT
FEB 10 2014

Commission agrees that it shall not enter into any agreement or arrangement with any person wherein such person assumes Commission's obligations under this promissory note. In the event Commission makes such an agreement or arrangement, such shall constitute an event of default under this promissory note, in which event the holder hereof shall have the right to declare the entire unpaid principal amount and all accrued interest, if any, due under this promissory note to be immediately due and payable, and shall have the further right to make written demand upon Commission for full payment of same.

In the event of default, the undersigned shall be liable to pay to the holder any and all costs and expenses incurred by the holder in the enforcement of this promissory note, including reasonable attorney fees.

The undersigned hereby waives presentment, demand, notice of dishonor, protest, notice of protest and nonpayment, and all exemptions to which it may be entitled under the laws of this or any other state of the United States, and further agree that the holder hereof shall have the right to grant any extension of time for payment of this promissory note or any other indulgence or forbearance whatsoever, may release any security for the payment of this promissory note and may modify the terms of any of the instruments referred to herein with the consent of the undersigned.

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

PADUCAH GOLF COMMISSION

By John W. Bell

Its Secretary

STATE OF KENTUCKY)

COUNTY OF McCracken)

Subscribed, sworn, and acknowledged before me on this 2nd day of February, 2014, by John W. Bell, Secretary of the PADUCAH GOLF COMMISSION, on behalf of said Commission.

My commission expires 2-7-15.

MARGARET A. TURNER
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
MY COMMISSION EXPIRES 02-07-2015
NOTARY ID #436613

Margaret Turner
Notary Public

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Establish a Creative & Cultural Council - L PARISH

Category: Ordinance

Staff Work By: Lindsay Parish, Tammara Tracy

Presentation By: Lindsay Parish

Background Information: The City of Paducah developed and adopted a Strategic Plan with the Key Performance Area of Enhancing Arts & Culture in Paducah. The WIN (What's Important Now) Initiative for the Creative Industries area is to recruit and create a Creative and Cultural Council.

This ordinance establishes the Paducah Creative & Cultural Council. It will be composed five (5) citizens of the City of Paducah appointed by the Mayor with the consent of the Board of Commissioners. The Paducah Director of Planning, the Paducah Neighborhood Project Planner and the Paducah Grants Administrator will also serve as members of the Council.

The Roles and Functions of the Council will be as follows:

- (1) Acting as a resource for local artists and organizations.
- (2) Undertaking initiatives that support the creative economy and the arts and culture ecosystem of Paducah.
- (3) Uniting and connecting local partners to address community needs and make the community more healthy, vibrant and equitable.
- (4) Recognizing, promoting and encouraging creative industry growth.
- (5) Identifying funding and grant opportunities for local artists and arts & cultural organizations and assisting with the acquisition of said funding and grants.
- (6) Coordinating efforts between agencies and individual artists and educating the public regarding community arts opportunities.
- (7) Assisting with the installation of public art in neighborhoods, public places, and commercial corridors.
- (8) Performing assessments on the state of arts and culture in Paducah.

The Council will serve without compensation and cannot incur any indebtedness to be paid by the City of Paducah.

The creation of the Paducah Creative & Cultural Council will act as a launching point for many other projects related to promoting and enhancing Paducah's creative industries.

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

If yes, please list the Action Step Item Codes(s): A-1 Recruit and create a Creative and Cultural Council

A-2 Recognize, promote and encourage creative industry growth

A-6 Installation of public art in community gateways

A-9 Implement an annual assessment on arts and culture

Funds Available: Account Name:

Account Number:

Staff Recommendation: Adopt the ordinance establishing the Creative & Cultural Council.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE ESTABLISHING THE PADUCAH CREATIVE AND CULTURAL COUNCIL

WHEREAS, the City of Paducah developed and adopted a Strategic Plan with the key performance area of Enhancing Arts and Culture in Paducah; and

WHEREAS, the City of Paducah recognizes that arts and culture has a measurable impact on local economy, health and wellbeing, society and education; and

WHEREAS, it is the intent of the City of Paducah to establish and empower a Creative and Cultural Council to preserve, support and grow arts and culture in Paducah.

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

SECTION 1. That the City of Paducah, Kentucky hereby creates the Paducah Creative and Cultural Council by adding the following sections to Chapter 2 of the Paducah Code of Ordinances:

Sec. 2-581. – Establishment.

There is hereby created a board to be known as the Paducah Creative and Cultural Council.

Sec. 2-582. - Composition; appointment of members.

The Mayor with the consent of a majority of the City Commission, shall appoint the members of the Council to be called the Paducah Creative & Cultural Council. The board shall consist of five (5) citizens of the City of Paducah, the Paducah Director of Planning, the Paducah Neighborhood Project Planner and the Paducah Grants Administrator. Citizen members initially designated shall serve terms of three (3) years or until their successors are appointed and confirmed; provided, however, that initially, two (2) members shall be appointed for terms of one (1) year; two (2) members shall be appointed for terms of two (2) years; and one (1) member shall be appointed for terms of three (3) years. Each term, except for initial appointments, shall be for three (3) years each, and/or until their successors are appointed and qualified. No member may serve more than two (2) full three-year terms. Vacancies shall be filled in the same manner as in the original appointments and for the unexpired term of the vacancy. Board members shall

be appointed based in part on their professional competence of arts and culture and may include creative entrepreneurs, arts advocates and concerned members of the public.

Sec. 2-583. – Role & Function.

The duties of the Creative and Cultural Council shall be as follows:

- (1) Act as a resource for local artists and organizations.
- (2) Undertake initiatives that support the creative economy and the arts and culture ecosystem of Paducah.
- (3) Unite and connect local partners to address community needs and make the community more healthy, vibrant and equitable.
- (4) Recognize, promote and encourage creative industry growth.
- (5) Identify funding and grant opportunities for local artists and arts & cultural organizations and assist with the acquisition of said funding and grants.
- (6) Coordinate efforts between agencies and individual artists and educate the public regarding community arts opportunities.
- (7) Assist with the installation of public art in neighborhoods, public places, and commercial corridors.
- (8) Perform assessments on the state of arts and culture in Paducah.
- (9) Select its own Chairperson and Secretary.
- (10) Meet no less than quarterly.

Sec. 2-584. – Compensation and Debts.

Council members shall serve without compensation and shall not incur any indebtedness to be paid by the City.

SECTION 2. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

Reviewed by KKHB

Ord\2-581 Establish Creative and Cultural Council

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Agreement to accept property from P & L Railroad - **S KYLE**

Category: Ordinance

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information: The Fire Department currently has a training field on North 6th street that JSA needs for expansion. As a result, the Fire Department has been looking for and has located property that is owned by P&L Railroad and is a potential site location for a new drill field. P&L is willing to donate the property to the fire department through an agreement that is attached. In order to accept the property, an agreement is attached for acceptance pending environmental inspections, zoning certification, and appraisal of the property. This site, due to its location, can serve the Fire Department for years to come.

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

If yes, please list the Action Step Item Codes(s): P-8 Research and plan for a cooperative public safety training facility and grounds.

Funds Available: Account Name:

Account Number:

Staff Recommendation: Enter into agreement with P&L for acceptance of the property.

Attachments:

1. Ordinance
2. REAL ESTATE SALE AND PURCHASE AGREEMENT (00234889xDDD9A)
3. EXHIBIT A TO REAL ESTATE SALE AND PURCHASE AGREEMENT (00234888xDDD9A)

ORDINANCE NO. 2019-_____

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT
WITH PADUCAH & LOUISVILLE RAILWAY, INC.**

WHEREAS, the Paducah & Louisville Railway, Inc. owns real property located near Adams Street, Jackson Street, and Tennessee Street and wishes to convey that property to the City of Paducah at no cost, except for those costs and expenses associated with effectuating the conveyance;

WHEREAS, prior to acceptance or conveyance, the City must conduct an inspection including an environmental inspection, zoning certification and appraisal of the property;

WHEREAS, a Purchase Agreement between the City and Paducah & Louisville Railway, Inc. has been drawn up reflecting that, if the results of the inspection are satisfactory to the City, and reveal no significant abatement, zoning, or residential issues, Paducah & Louisville Railway, Inc. will convey the property to the City of Paducah, without charge, except that the City shall be responsible for payment of costs and expenses associated with such conveyance;

WHEREAS, it has been determined that, upon satisfactory inspection, it is beneficial to the City to agree to the Purchase Agreement with Paducah & Louisville Railway, Inc. for conveyance of real property.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Commission hereby authorizes and approves the City of Paducah to enter into the Purchase Agreement with the Paducah & Louisville Railway for conveyance of the property located near Adams Street, Jackson Street, and Tennessee Street whereby the Paducah & Louisville Railway will convey such property to the City of Paducah.

SECTION 2. The Mayor is hereby authorized to execute the Purchase Agreement between the City and Paducah & Louisville Railway, Inc. for conveyance of the real property, subject to an inspection period and satisfactory environmental assessment and zoning certification.

SECTION 3. Following satisfactory inspection, environmental assessment and zoning certification, the Mayor is further authorized to execute a quitclaim deed for conveyance of the property, together with all other documentation necessary to effectuate transfer of the Property.

SECTION 4. If any section, paragraph or provision of this Ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions herein.

SECTION 5. 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 Open Meetings laws.

SECTION 6. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 7. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ord\fire\Accept P & L Property

234972

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Authorize Contract with Commonwealth Economics for professional services for the TIF program (\$43,824.80 plus direct expenses) - **T TRACY**

Category: Ordinance

Staff Work By: James Arndt, Tammara Tracy, Katie Axt
Presentation By:

Background Information: Since 2016, the City of Paducah has been working with Commonwealth Economics (CE) to research, analyze, and develop a TIF district. To that end, the City has successfully established a TIF district that has been given preliminary approval by the Kentucky Economic Development Finance Authority (KEDFA) with CE assistance.

As the City prepares for final review by KEDFA and eventually setting up the administration of the TIF accounts and reports, the consulting and compliance services of CE are sought.

CE has unique qualifications and experience in this area. They frequently advise local governments on Tax Increment Financing and have been engaged for its consulting and compliance services in Lexington, Louisville, Owensboro, Bowling Green, and a number of other cities across the Commonwealth.

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

If yes, please list the Action Step Item Codes(s): E-1 Encourage and assist local business retention and expansion

E-3 Promote occupancy in all downtown buildings

E-4 Continue developing the riverfront from the Carson Center to the Convention Center

E-5 Maintain all of our commercial corridors

I-1 Connect main commercial corridors by bike paths and/or bike lanes

I-9 Downsize the City's ownership in real estate

N-2 Encourage, incentivize, and/or support more housing options throughout the City

N-5 Evaluate, plan, partner, and create pedestrian access to parks from residential areas

Funds Available: Account Name: TIF

Account Number: DT0044

Staff Recommendation: Approval and authorization for the Mayor to enter into a professional services contract with Commonwealth Economics in an amount not to exceed \$43,824.80 plus direct expenses.

Attachments:

1. Ordinance
2. CONTRACT-CE-Paducah TIF Approval Process Compliance 2019-11 26

ORDINANCE 2019-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COMMONWEALTH ECONOMICS PARTNERS, LLC IN AN AMOUNT OF \$43,824.80 PLUS DIRECT EXPENSES IN AN AMOUNT NOT TO EXCEED \$4,000 FOR CONSULTING SERVICES RELATED TO THE TAX INCREMENT FINANCING (TIF) PROGRAM FOR THE PADUCAH RIVERFRONT DEVELOPMENT PROJECT

WHEREAS, the Board of Commissioners approved Municipal Order No. 2111 with Commonwealth Economics in an amount not to exceed \$78,000; and

WHEREAS, it is now necessary to update the contract with Commonwealth Economics for additional consulting services related to the Tax Increment Financing Program for the Paducah Riverfront Development Project; and

WHEREAS, a written determination has been made by the City Manager that this constitutes a professional services purchase and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. That the Mayor is hereby authorized to execute a professional services agreement with Commonwealth Economics Partners, LLC, for the Tax Increment Financing (TIF) Program. This agreement supersedes and replaces the agreement with Commonwealth Economics dated June 2018.

SECTION 2. This agreement shall be in the amount of \$19,824.80 for services rendered since June 2019, plus \$4,000 per month not to exceed \$24,000, for a total base contract amount of \$43,824.80 plus direct expenses in an amount not to exceed \$4,000. This expenditure shall be charged to the TIF Project No. DT0044.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\plan\TIF Consultant Commonwealth Economics Dec 2019



**City of Paducah
Downtown Riverfront TIF Project:
TIF Consulting & Compliance Services**

Submitted To:
City of Paducah

Submitted By:
Commonwealth Economics Partners, LLC

November 2019



November 26, 2019

Dear Mayor Harless:

Commonwealth Economics Partners, LLC (“Commonwealth Economics” or “CE”) is pleased to provide the City of Paducah (“City” or “Paducah”) with a proposal for Tax Increment Financing (“TIF”) consulting and compliance services regarding its Downtown Riverfront TIF Project (“Project”). CE frequently advises local governments on Tax Increment Financing and has been engaged for its consulting and compliance services in Lexington, Louisville, Owensboro, Bowling Green, and a number of other cities across the Commonwealth.

Commonwealth Economics is a registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

I. PROPOSED SERVICES

Commonwealth Economics agrees to provide the following services:

- A. Presentation of the Project to State Government Officials, discussions with the State consultant and detailed review of their analysis, and negotiation of the terms of the deal with the State:** Commonwealth Economics will assist the Project throughout the required meetings and discussions with the Kentucky Economic Development Finance Authority (“KEDFA”) and the State’s third-party TIF consultant regarding the economic and fiscal impacts of the Project, and will work with the Project team members to negotiate and finalize the TIF incentive agreement with KEDFA.
- B. TIF Compliance Services:** Commonwealth Economics will use reasonable efforts to assist the City and Project team members with ongoing guidance, support, training, and representation during the term of the contract. Our services will be targeted to the tasks which are critical for the Projects to remain in compliance with the TIF agreements in place with KEDFA. These services include:
 - Working with the City and state to accurately set the state tax baseline for the TIF Project. Getting the state tax baseline set accurately from the beginning is a vital step, as the state Department of Revenue (“DOR”) and KEDFA will not amend their tax baseline once annual increment payments have begun. This process entails:

- ✓ Documenting the businesses operating within the state footprint during the baseline year.
 - ✓ Obtaining and compiling TIF business questionnaires from existing businesses within the state TIF footprint. These questionnaires are required by the state Department of Revenue (“DOR”).
 - ✓ Developing an internal estimate of the state tax baseline based on the information collected and other available information.
 - ✓ Completing and submit the required Old Revenues form, with related TIF questionnaires and tax estimates for each business, to KEDFA and working with them and DOR to ensure their list of businesses included in the baseline calculation match the City’s, and state tax baseline calculated by DOR is reasonable based on the internal estimate.
 - ✓ CE will serve as a point of contact with DOR throughout the process, or as the City requests.
- Working with the City and Project construction managers to accurately report the capital investment related to the Project. Semi-Annual reporting of the capital investment is required by KEDFA through completion of the Project and is subject to an independent audit at up to three different milestones. This process entails:
 - ✓ Working with construction contractors to educate them on the information required and establishing a periodic submission schedule.
 - ✓ Collecting and compiling detailed capital investment (including public infrastructure) information at periodic intervals from the Project’s construction manager.
 - ✓ Completing and submitting the required capital investment form the Project to KEDFA by January 30th and July 31st each year until the Project is completed.

- ✓ Working with the City to answer questions during the independent CPA audits of the Project's capital investment and public infrastructure.
- Working with the City and Project construction managers to collect and compile income tax withholdings on construction workers within the footprint. Once the Project's TIF has been activated, the income tax withholdings on construction workers are eligible to be recovered as part of the annual increment. This process entails:
 - ✓ Working with construction contractors to educate them on the information required and establishing a periodic submission schedule.
 - ✓ Obtaining and compiling TIF business questionnaires from each contractor and sub-contractor working on the Project within the state footprint.
 - ✓ Collecting and compiling periodic payroll reports or other detailed payroll information containing wage withholding information.
 - ✓ This information will be used as part of the annual request for increment.
- Working with the City to compile, review, and complete the annual Request for Disbursement. This process entails:
 - ✓ Documenting the businesses operating within the state footprint during the applicable calendar year.
 - ✓ Obtaining and compiling TIF business questionnaires from new businesses operating within the state footprint (for which TIF questionnaires have not previously been received).
 - ✓ Developing an internal estimate of the state tax revenues for the applicable year based on the information collected and other available information.
 - ✓ Completing and submitting the required Request for Disbursement form to KEDFA and DOR by April 30th of the following year.

- ✓ Working with DOR to ensure their list of businesses included in the annual increment calculation matches the City's, and the increment calculation by DOR is reasonable based on the internal estimate.
- ✓ CE will serve as a point of contact with DOR throughout the process, or as the City requests.
- CE will provide instructional training and advice to City staff assigned to work on TIF related matters throughout each of these processes. CE recommends that each of the processes discussed above be completed as a joint effort between CE and City staff, to use each as a hands-on training opportunity for City staff during the term of this contract.

II. FEES AND COMPENSATION

Compensation payable to Commonwealth Economics for all services rendered pursuant to this Agreement shall be as follows:

A. Section I (A - B):

\$19,824.80 will be due upon execution of this contract (for services rendered since June).

A flat fee of \$4,000.00 per month will then be billed and due each month.

Should the City elect to terminate this agreement prior to the total payment for services rendered under this contract reaching a total of \$43,824.80 (excluding expenses), the remaining balance to reach \$43,824.80 shall become immediately due.

- B.** Any direct expenses incurred, such as a trip to Paducah, a trip to Frankfort or printing expenses related to presentations, shall be reimbursed by Paducah. All expected expenses above \$500.00 must be pre-approved by Paducah management.
- C.** Payment shall be due within 15 days pursuant to an invoice presented upon reaching project milestones or monthly as expenses may occur, and such invoice shall indicate a description of any out of pocket and third-party expenses incurred over the prior month.

III. DURATION

- A. This Agreement shall be considered a professional service contract, which shall commence on November 1, 2019 and shall continue until notified of cancellation by either party as provided in the following section.
- B. This Agreement may be terminated by either party by submitting at least thirty (30) days written notice to the non-terminating party of such intent to terminate. In the event of termination, payment for services rendered up to and including the date of termination shall be based upon the work completed at the rates and conditions identified in this Agreement.
 - a. However, should the City elect to terminate this agreement prior to the total payment for services rendered under this contract reaching a total of \$43,824.80 (excluding expenses), the remaining balance to reach \$43,824.80 shall become immediately due.
- C. Upon notice of intent to terminate, Commonwealth Economics shall immediately discontinue performance of the service to the extent specified in the notice.
- D. Execution of this Agreement and payment of the fee set forth in *Section II (A)* shall constitute written notice to proceed.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that NO employer/employee relationship is created by this agreement nor does it cause Commonwealth Economics to be an officer or official of Paducah. Commonwealth Economics shall at all times be acting as an independent contractor in all matters related to this Agreement and shall have no authority to act as agent of Paducah and shall not hold itself out as such. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause the unlawful benefit or gain to be derived by either party.

V. CONFIDENTIALITY

Any reports, information, data, etc., provided to, prepared, or assembled by Commonwealth Economics shall be kept confidential and shall not be made available by Commonwealth Economics to any individual or organization other than the City without the prior written approval of Paducah. All documents, including but not limited to; studies, surveys, reports, date notes, computer files, and files and other documents prepared, developed or discovered in connection with providing any services under this Agreement, shall become the property of Paducah. The provisions of this section shall survive any termination of this Agreement.

VI. LIMITATIONS & DISCLAIMER

It is expressly acknowledged that Commonwealth Economics cannot guarantee the performance or success of any proposed project, bond issue, loan, grant or the ability to obtain funding from any source. Furthermore, Commonwealth Economics cannot guarantee: the availability of funds or a specified rate of return on any investment; the market value of any security; the future value of any investment or real property; the performance of any investment manager, advisor, municipal advisor, custodial firm or any other third-party consultant.

The services provided by Commonwealth Economics are based upon certain projections, judgments, and assumptions, in certain cases provided by third parties, for which Commonwealth Economics cannot guarantee. Circumstances may occur over the life of the contract and Projects that are counter to the assumptions, projections, and judgments and may affect the realized value from the Projects. Further, projections made and used are for multi-year periods; the results for individual years may vary significantly from forecasted values and there is no assurance that the actual impacts and revenues received will be sufficient to justify the proposed project or to repay any obligations, including TIF Revenue Bonds, which may be associated with the project.

The parties further acknowledge that Commonwealth Economics has not agreed with Paducah, in this Agreement or any other agreement, verbal or written, to offer or sell any security, act as an underwriter, placement agent, broker-dealer or market-maker in any security. The compensation paid to Commonwealth Economics herein



is not, and shall not be construed as, compensation for the offer or sale of any security or for the purpose of underwriting, making a market or acting as a broker-dealer or placement agent in any security, or the submission of an application to make a market in any security.

If this proposal meets your approval, please indicate by signing in the appropriate space below. Should you have any questions please feel free to contact us at (859) 246-3060.

Sincerely,

John R. Farris

Client Signature: _____

Title: _____

Date: _____

CE Signature: _____

Title: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Consolidate the Urban Renewal And Community Development Agency (URCDA) with the Paducah Planning Commission -**T TRACY**

Category: Ordinance

Staff Work By: Tammara Tracy

Presentation By: Tammara Tracy

Background Information: The URCDA, established in KRS as an option for communities to use for redevelopment work, has been instrumental during the height of various redevelopment projects that involved many parcels of land. As projects wind down, however, the utility and efficiency of a separate board handling these properties is greatly diminished.

By using the Planning Commission for this purpose, as authorized by KRS 100.181, requests and approvals can be handled faster and more routinely since the Planning Commission meets twice a month.

By authorizing the Planning Commission to act as the URCDA, the properties still listed under URCDA ownership do not need to be transferred, saving thousands of dollars.

Further, should the volume of individual property transfers increase again in the future, the URCDA can be separated into a stand alone agency again without causing undo delays.

No funds are required for this action.

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

If yes, please list the Action Step Item Codes(s): O-2 Create and sustain a customer centric culture aligned with our organizational values

E-2 Implement new zoning regulations

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. Ordinance

CITY OF PADUCAH, KENTUCKY
ORDINANCE NO. 2019-____ - _____

AN ORDINANCE REGARDING THE URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY AND DESIGNATING MEMBERS OF THE PADUCAH PLANNING COMMISSION TO SERVE AS JOINT MEMBERS ON BOTH AGENCIES

WHEREAS, the City of Paducah developed and adopted a Strategic Plan with a key performance area of an Open, Smart & Engaged Government;

WHEREAS, the Urban Renewal and Community Development Agency of Paducah (hereinafter “URCDA”) was established by Resolution in 1960, pursuant to KRS 99.350, and has been operating since;

WHEREAS, the purpose of URCDA has been to facilitate efficient community redevelopment;

WHEREAS, the volume of matters coming before the URCDA has steadily declined because the Fountain Avenue Redevelopment process is concluding;

WHEREAS, because tasks of the Planning Commission and the URCDA tend to overlap, it is believed that the agencies can more effectively and efficiently conduct business through common members and joint meetings;

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION 1. A New Section. A new section shall be created in Chapter 34, Article VI, of the Paducah Code of Ordinances as follows:

Article VI. Urban Renewal and Community Development Agency

Sec. 34-121. - Established.

The Urban Renewal and Community Development Agency of Paducah, hereinafter referred to as the URCDA, was established by Resolution on February 23, 1960.

Sec. 34-122. - Composition; Term and Meetings.

(a) Generally. The URCDA shall consist of a total of five (5) resident members who shall also be members of the Paducah Planning Commission, to be appointed by the Mayor with the approval of the Board of Commissioners in conformity with applicable law. The remaining members of the Paducah Planning Commission shall serve as alternate members.

(b) Terms. The Term of a URCDA member shall be the same as their term on the Paducah Planning Commission, which are staggered four (4) year terms as indicated in KRS 99.350. A member shall hold office until a successor has been appointed and qualified.

(c) Meetings. The URCDA shall hold its regular meeting on the same day as the regular meeting of the Paducah Planning Commission, which shall occur immediately before or after the Paducah Planning Commission meeting.

Sec. 34-123. – Powers and Authority.

The powers, functions and duties of the URCDA and its authority shall be in conformity with KRS Ch. 99.330 to 99.510, as amended from time to time.

SECTION 2. Board Member Removal and Appointment. The current board members of the URCDA are relieved of their duties. The following five (5) board members of the Paducah Planning Commission are hereby appointed to serve on the URCDA Board until the completion of their term on the Paducah Planning Commission at which time the vacancy will be filled pursuant to Paducah Code of Ordinances, Section 34-123:

Cathy Crecelius, David Morrison, Valerie Pollard, Lorraine Schramke, Bob Wade

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Paducah Board of Commissioners, December ____, 2019

Adopted by the Paducah Board of Commissioners, December ____, 2019

Recorded by the City Clerk, December ____, 2019

Published by the *Paducah Sun*, December ____, 2019

Ord\34-121 establish & consolidate the URCDA Urban Renewal with the Planning Commission

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2019

Short Title: Amend Code of Ordinances Chapter 42 related to Junk Vehicles - **G CHERRY**

Category: Ordinance

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: The current ordinance addresses junk vehicles but does not give a good definition or clearly explain what happens to a vehicle once it has been written up and the property owner doesn't comply. The attached document clears up any discrepancies and clearly outlines compliance and penalty for non-compliance.

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

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

Funds Available: Account Name:

Account Number:

Staff Recommendation: To approve this Ordinance as written.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

**AN ORDINANCE AMENDING CHAPTER 42
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah wishes to eliminate the effects of the accumulation of damaged and inoperable vehicles which create blight, depress property values, generate health hazards, contribute to injury, damage the environment, provide breeding areas for pests such as rodents and mosquitoes, attract illegal dumping of other solid waste and hazardous substances, and contribute to the commission of crimes, detrimentally affecting the health and safety of neighborhoods within the City of Paducah;

WHEREAS, landowners have the right to the use and enjoyment of their property, consistent with State law and City Ordinances, where such use does not infringe on the rights of adjacent landowners;

WHEREAS, in instances in which an individual's actions infringe on the use and enjoyment rights of adjacent landowners, the City may act to abate a nuisance, consistent with KRS § 65.8840;

WHEREAS, the City has been unsuccessful in abating junk car nuisances with mere imposition of fines or liens and now wishes to have junk cars which are declared a nuisance removed from the public view;

WHEREAS, Chapter 42 of the Paducah Code of Ordinances must be amended to allow for the removal of junk motor vehicles which have been declared a nuisance.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 42 of the Paducah Code of Ordinances by amending the following sections:

Sec. 42-32. – Definitions.

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

[...]

Owner means a person, association, corporation, partnership or other legal entity having a legal or equitable title in real property, **or in the case of a motor vehicle, having legal or equitable title in a motor vehicle.**

[...]

Sec. 42-43. – Ordinance Fine Schedule.

- (a) If a citation for a violation of the Code is not contested by the person charged with the violation, the penalties set forth in this subsection may apply per inspection: If the Code Enforcement Officer is required to make inspections beyond the initial inspection and one (1) additional follow-up inspection, to determine if the required

corrections have been made, then the Code Enforcement Board shall assess the following fines not to exceed the value of the property as determined by the Property Valuation Administrator;

| | |
|--|-----------------|
| Inspections | Each Occurrence |
| Abandoned Vehicles and Appliances, Grass, Weeds, Litter, Solid Waste, Other Nuisances Defined by 42-50(a)(1)-(7). | \$100.00 |

| | | |
|-----------------------------------|---|--|
| <u>Inspections</u> | <u>First Occurrence – 30 days after final order or waiver of hearing</u> | <u>Second Occurrence – 60 days after final order or waiver of hearing</u> |
| <u>Junk Motor Vehicles</u> | <u>\$100.00</u> | <u>Motor Vehicle Subject to Tow at Owner’s Expense</u> |

| | | | |
|-------------------------|----------------------------|----------------------------|--|
| Inspections | 3 rd Inspection | 4 th Inspection | 5 th Inspection and All Subsequent Inspections |
| Property Maintenance | \$250.00 | \$350.00 | \$500.00 |

- (b) If the citation is contested and a hearing before the Code Enforcement Board is required, the penalties may be doubled at the discretion of the Board per inspection not to exceed the value of the property as recorded by the Property Valuation Administrator, **or for a motor vehicle, not to exceed the fair market value of the motor vehicle as determined by reference to Kelley Blue Book, NADA or other appropriate Guides, whichever is greater.**

Sec. 42-48. – Vehicles and Appliances.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to this subsection, except where the context clearly indicates a different meaning:

Apparently abandoned means any motor vehicle which does not appear to have been moved or maintained, as determined by the Code Enforcement Officer, for at least sixty (60) days.

Apparently inoperable means a motor vehicle which does not appear to be capable of moving a distance of twenty (20) feet under its own power on a flat surface, or which does not comply with legal requirements for vehicles used or parked on public streets with regard to safety equipment such as brakes, lights, mirrors, and safety glass, tires, or with regard to vehicle licensing requirements, and which condition(s) last for at least sixty (60) days.

[...]

In the open means is upon land that may be viewed from a public street **or alley** or an adjoining property.

[...]

*Junked **motor*** vehicles means any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including, without limitation, devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motor homes, campers, and off-highway vehicles, the condition of which is one (1) or more of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative **or apparently inoperative for a period of more than sixty (60) days;**
- (5) Abandoned **or apparently abandoned for a period of more than sixty (60) days;**
- (6) Discarded.

(b) Declaration of nuisance; exceptions.

[...]

(3) Classic or Collector Vehicles. A junk motor vehicle which is owned by a collector of antique, vintage, historic, classic, or muscle and special interest vehicles which is in the process of restoration, and which is recognized by national vehicle organizations such as The Vintage Motor Car Club of America or SEMA. Such vehicles, when located in public view prior to or during the restoration process, shall, upon request by a Code Enforcement Officer, be moved to a storage or work area not readily visible by the general public.

[...]

(d) Compliance by removal of vehicle or appliance **by Owner**. The **Owner's** removal of the vehicle or appliance declared to be a nuisance pursuant to this section from the premises within seven (7) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this section and no further action shall be taken against **nor any fine imposed against** the owner of the vehicle or appliance or the owner or occupant of the premises. Written permission given to the Code Enforcement Officer for the removal of the vehicle or appliance by the owner of same or the owner or occupants of the premises on which it is located shall be

considered compliance with the provisions of this section on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges or hauling costs for the removal of the nuisance.

- (e) **Compliance by removal of Junk Motor Vehicle by Owner within 30 days of Final Order or Waiver of Hearing. The Owner's removal of the vehicle declared to be a nuisance pursuant to this section from the premises between seven (7) and thirty (30) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this section and no further action shall be taken against the owner of the vehicle or the owner or occupant of the premises except for the fine set forth in Sec. 42-43.(a). Written permission given to the Code Enforcement Officer for the removal of the vehicle by the owner of same or the owner or occupants of the premises on which it is located shall be considered compliance with the provisions of this section on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges for the removal of the nuisance.**
- (f) **Removal of junk motor vehicles. Sixty (60) days following a final order finding a violation or waiver of a hearing as set forth in Sec. 42-40. and Sec. 42-41, the Code Enforcement Board shall provide notice to the owner of the real property where the junk motor vehicle is situated, as well as to the registered owner of the junk motor vehicle that has been declared to be a nuisance pursuant to this section, that such vehicle will be removed from the property and towed at the Owner's expense. Such Notice shall be mailed via certified mail no less than fourteen (14) days prior to the date the junk motor vehicle is to be towed from the property, and shall include the make, model, license number and vehicle identification number of the vehicle, and the location from where the vehicle will be towed. Neither the City of Paducah nor the Code Enforcement Board or its officers shall be liable for any damage or loss to the junk motor vehicle or its contents during or after towing.**
- (g) Right of entry. In the enforcement of this section, a Code Enforcement Officer, and duly authorized agents, assistants, employees, or contractors, may enter upon private or public property to examine the vehicle or appliance, or obtain information as to the identity of the vehicle or appliance and of the owner thereof, and to remove or cause removal of the vehicle or appliance declared to be a nuisance pursuant to this article.

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

Brandi Harless, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

Ord\42-32 Junk Vehicles

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