



CITY COMMISSION MEETING
 AGENDA FOR OCTOBER 1, 2013

5:30 P.M.

ROLL CALL

INVOCATION –

PLEDGE OF ALLEGIANCE – Brante Green – PTHS Junior

ADDITIONS/DELETIONS

		<u>ORDINANCE – ADOPTION</u>
		A. Noble Park Pool Spraypad Change Orders 1 & 2 – M. THOMPSON
		<u>ORDINANCES – INTRODUCTION</u>
		A. Approve Agreement with the Ky Department of Housing, Buildings and Construction for Expanded Jurisdiction – FIRE CHIEF KYLE
		B. Authorize and Approve the Purchase & Acquisition of Property located at 5065 Concord Avenue for the Olivet Church Road Improvement Project – CITY MGR PEDERSON
		<u>CITY MANAGER REPORT</u>
		<u>MAYOR & COMMISSIONER COMMENTS</u>
		<u>PUBLIC COMMENTS</u>
		<u>EXECUTIVE SESSION</u>

Agenda Action Form Paducah City Commission

Meeting Date: September 24, 2013

Short Title: Noble Park Pool Spraypad Change Orders # 1 & 2

Ordinance Emergency Municipal Order Resolution Motion

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

Background Information:

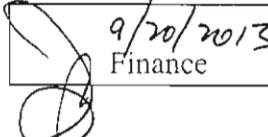
Change Order #1 allows the City to directly purchase mechanical equipment and spraypad features directly from the suppliers for the contractor. This reduces mark up and applied taxes to the purchases thus reducing project costs. The contractor's direct payment will be reduced by \$70,680.72. A payment not to exceed this amount will be paid directly by the City to the supplier, David Williams and Associates.

Change Order #2 is an increase in the contract to Murtco, INC on the spraypad project of \$5080.01. A portion of these additions were based on requirement by the state inspector for additional valves, piping, concrete and manifold. The remainder was necessitated by changes made by the manufacturer. Those changes will be deducted from the manufacturer's payment.

The total contract with Murtco with the inclusion of Change Orders # 1 & #2 is \$122,865.29

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Noble Park Pool Project
Account Number: 040-8821-536-2307
PA0095


9/20/2013
Finance

Staff Recommendation: Approval

Attachments: Change Orders #1 & 2

<i>MHT</i> Department Head	City Clerk	City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: 10-1-13

Short Title: Expanded Jurisdiction Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Les Fugate, Steve Kyle

Presentation By: Steve Kyle

Background Information:

In order to conduct commercial plan review, inspections, and residential plan review and inspections, the City maintains an agreement with the state for expanded jurisdiction for these services. As a part of this agreement, it is updated periodically as personnel and code changes occur. The agreement that you have is the latest version.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

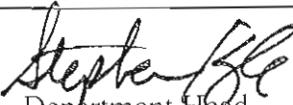
Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Approve agreement.

Attachments: Agreement

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2013-10-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION AND THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement between the Commonwealth of Kentucky, Department of Housing, Buildings and Construction, and the City of Paducah, Kentucky, for additional plan review and inspection responsibilities within the City of Paducah. This agreement is for a term of three years; however, it may be canceled as described in KRS 198B.060.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners October 1, 2013
Adopted by the Board of Commissioners, October ____, 2013
Recorded by Tammara S. Sanderson, City Clerk, October ____, 2013
Published by The Paducah Sun, _____
\\ord\insp\contract-insp jurisdiction 2013-2016

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION
101 SEA HERO ROAD, SUITE 100
FRANKFORT, KENTUCKY 40601-5412
Telephone: 502-573-0365
Fax: 502-573-1057**

**AGREEMENT WITH THE CITY OF PADUCAH GRANTING
ADDITIONAL RESPONSIBILITY PURSUANT TO KRS 198B.060(5)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes creates a uniform state building code within the boundaries of the Commonwealth and assigns specific enforcement responsibilities to both the Department of Housing, Buildings and Construction (hereinafter called "DHBC") and to local governments; and

WHEREAS, KRS Chapter 198B also provides that local governments may undertake additional plan review and inspection responsibility upon the approval of the Commissioner of DHBC; and

WHEREAS, the City of Paducah has extended, by Ordinance, the Kentucky Building Code and the Kentucky Residential Code to cover all one and two family dwellings, and established fees by Ordinance pursuant to KRS 198B.060(18) (a copy of the Ordinance is attached hereto and incorporated by reference as Exhibit A); and

WHEREAS, the City of Paducah has designated a certified building inspector (Level III) and a certified electrical inspector to perform inspections within its jurisdiction as required by 815 KAR 7:110 §2 (said inspectors are identified in Exhibit B attached hereto and incorporated by reference, which may be amended from time to time with the written consent of both parties to this agreement);

SECTION I

The City of Paducah shall assume primary plan review, inspection and enforcement responsibility under 815 KAR 7:120 Kentucky Building Code; the International Building Code

as adopted by reference therein; 815 KAR 7:125 Kentucky Residential Code; the International Residential Code as adopted therein; and other applicable law for the construction and alteration of buildings within the boundaries of its jurisdiction as follows:

1. Multi-family residential occupancies, regardless of size or height;
2. Storage, factory, industrial, frozen food locker, miscellaneous and utility occupancies, regardless of size or height;
3. Assembly, business, mercantile and church occupancies, regardless of size or height;
4. Site installation of modular housing on its permanent site (detached single family dwellings only);
5. All educational facilities except day care centers or other educational facilities required to be licensed by the state; and
6. Detached single family dwellings.

SECTION II

All plumbing systems shall be inspected by the Department of Housing, Buildings and Construction, Division of Plumbing.

SECTION III

Inspections of heating, ventilation, and air conditioning systems shall be as set forth in the contract entered into January 19, 2011 between the Division of HVAC and the City of Paducah.

SECTION IV

All electrical systems (except as stated in Sections V and VI) shall be inspected by the certified electrical inspector(s) identified in Exhibit B.

SECTION V

DHBC shall retain plan review, inspection and enforcement responsibility under the Kentucky Building Code within the City of Paducah for all buildings which are:

1. Institutional buildings;
2. Facilities required to be licensed by the Cabinet for Health and Family Services, e.g., day care centers, hospitals, nursing homes, group homes or other similar facilities;
3. State owned or state leased buildings and facilities;
4. Buildings constructed upon state owned real property;
5. High hazard occupancies; and
6. Industrialized building systems (including modular homes) except for on-site placement and assembly of modular homes.

SECTION VI

Local jails are subject to regulation by the Department of Corrections. Plan review, inspection, and enforcement responsibility of local jails shall not be subject to this agreement.

SECTION VII

It is further understood and agreed that continuation of this increased responsibility by the City of Paducah is contingent upon continued supervision of the Building Code Program by a Certified Plans and Specifications Inspector (Level III), or other qualified persons approved, in writing, by DHBC. Field Inspectors shall be certified as Level II, or higher. All inspectors shall maintain their certification in good standing. The City of Paducah shall advise DHBC of any changes to the program or inspectors employed or under contract within thirty (30) days of effective change.

SECTION VIII

DHBC shall provide continuing education seminars for local building officials, plan reviewers and inspectors and shall assist the local building department on a consulting basis by providing code interpretation services, enforcement assistance service and administrative review service.

SECTION IX

This agreement shall run for a term of three (3) years; however, it may be cancelled as described in KRS 198B.060.

ENTERED this _____ day of _____, 2013.

THE CITY OF PADUCAH

DEPARTMENT OF HOUSING, BUILDINGS
AND CONSTRUCTION

BY: _____
GAYLE KALER
MAYOR

BY: _____
AMBROSE WILSON IV
COMMISSIONER

Approved as to Form and Legality

MICHAEL T. DAVIS
GENERAL COUNSEL

Exhibit A

ORDINANCE NO. 2013-7-8044

AN ORDINANCE AMENDING CHAPTER 18, BUILDING S AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Chapter 18, Buildings and Building Regulations, of the Code of Ordinances of the City of Paducah, Kentucky is hereby amended to read as follows:

Sec. 18-1. - Fire Prevention Division.

- (a) There is hereby created a division of the Fire Department headed by the Fire Chief to be known as the Fire Prevention Division.
- (b) The Fire Prevention Division shall have the responsibility for Fire Prevention under Chapter 46 and Building, Electrical, Construction, Demolition, Code Enforcement and Rental Occupancy Permits under Chapter 42. As a part of those duties the Fire Prevention Division shall have the responsibility for:
 - (1) The issuance of permits;
 - (2) Building and construction inspection;
 - (3) Electrical inspection;
 - (4) Codes enforcement, housing, zoning, building, electrical, etc.;
 - (5) Maintenance of city records for all construction and property improvement within the city or its jurisdiction;
 - (6) Such other duties, functions and responsibilities as may be later delegated by the Fire Chief.

Sec. 18-4. - Stockyards.

- (a) The Fire Prevention Division shall not issue any building permit for the erection of any stockyard within the city limits, unless the plans for the construction of the same have been submitted to and approved by the Board of Commissioners.
- (b) Any structure constructed under the provisions of any building permit issued under authority granted by the Board of Commissioners pursuant to subsection (a) above shall not be considered, deemed or declared to be a nuisance except by order or judgment of a court of competent jurisdiction.

Sec. 18-5. - Occupancy of uninhabitable buildings; termination of utility service.

- (a) In the event, the Fire Chief or his designee shall issue a notice of violation together with an order to vacate against any building or structure, any resident or occupant thereof shall immediately vacate such building or structure in conformance with the order to vacate, and no resident or occupant shall thereafter occupy such building or structure until such time that the order to vacate has been rescinded. Additionally, in such event, the Fire Chief or his designee shall have the authority to issue an order of disconnect all utilities (gas, water, power, sewer, telephone, cable) and, upon receipt of such order, the utility company shall disconnect service to the building or structure. Such service shall remain disconnected for so long as the order to vacate remains in force and effect.
- (b) It shall be unlawful for any person to occupy a building or structure which is subject to an order to vacate. In the event any person continues to occupy a

building or structure which is subject to an order to vacate, the Fire Chief or his designee is authorized to obtain a court order which shall order the forceful removal of such occupant from such building or structure.

- (c) It shall be unlawful for any owner of a building or structure to knowingly permit any person to occupy a building or structure which is subject to an order to vacate. Additionally, such owner shall also secure the building or structure so as to prevent any unauthorized person from occupying the building or structure.

Sec. 18-31. - ~~Building, energy conservation, mechanical code, and residential code adopted; applicability of building and residential code.~~

- (a) ~~The 2007 edition of the Kentucky Building Code, the International Basic Mechanical Code, 2006 edition; and the International Basic Energy Conservation Code, 2006 edition; and all subsequent editions of these codes and any amendments as adopted by Kentucky Board of Housing, Buildings and Construction~~ Kentucky Building Code and the Kentucky Residential Code, are hereby adopted by reference and made a part of this Code as if fully set forth herein.
- (b) The Kentucky Building Code is hereby made applicable to all buildings within the city, excluding one- and two-family dwellings.
- (c) ~~The 2007 Kentucky Residential Code~~ Kentucky Residential Code is hereby made applicable to all one and two-family dwellings and normally accepted accessory structures.

Sec. 18-33. - Fire prevention code.

For provisions concerning the adoption of the Kentucky Standards of Safety (Fire Prevention Code) by the city, see Chapter 46, Article II, Sections 46-30.5 through 46-34.

Sec. 18-35. - ~~Electrical code, adopted.~~

~~The National Electric Code is incorporated by reference in the Kentucky Building Code adopted by Section 18-31. The National Electric Code is to be the standard by which inspections are conducted and made part of the public records of the city by this section. 2005 National Electrical Code, as prepared by the National Fire Protection Association and as amended from time to time, and all subsequent editions of this code, are hereby adopted by reference and made a part of the public records of the city by this section.~~

Sec. 18-61. - Issuance of permits; permit fees.

- (a) The Building and/or Electrical Inspector shall, upon their approval of plans and specifications for buildings and structures and components therein, in accordance with the provisions of the building codes adopted by this chapter and all laws and ordinances relating to the same subject matter, issue a permit required by said building codes to the applicant therefor upon the payment to the city of the fees set forth in subsection (d) hereof based upon the value of construction, alteration or repair of the building or structure, less the contract price of the electrical contract as determined in subsection (b) hereof. A credit against the fee shall be given for the fee paid for plan review under section 18-62 when said plan review fee is paid on the building for which the building permit is issued.
- (b) For making electrical inspections as provided in this chapter, there shall be a charge for electrical contractors, where the contract price can be determined and verified, as set forth in subsection (d) hereof, based on the electrical contract. For

(c) The Fire Prevention Division shall issue permits for the demolition, wrecking, razing or moving of buildings or other structures, as required by the codes adopted by the City, when the applicant therefor has complied with provisions of the codes adopted by the City and adopted by this Code and all laws and ordinances relating to the same subject matter, and has paid to the city a fee of \$50.00. All demolition permits shall expire at the end of 60 days. All applicants for a demolition permit shall provide the Fire Prevention Division a site at which all nonsalvageable materials will be dumped. A certificate of liability insurance in the minimum amount of \$100,000.00 combined single limit for personal injury and property damage shall be required when the building being demolished is within five feet of any building owned by another person. All demolitions shall be ~~taken to include all material above and below grade and slabs removed~~, covered with dirt, seeded and fertilized, except as hereinafter provided. If the slab is touching a party wall, the owner may, instead of removing the slab, provide a solid screening barrier of appropriate size approved by the Fire Prevention Division, along the portions of the property adjoining rights-of-way. A sewer disconnect permit shall be obtained from the Paducah McCracken County Joint Sewer Agency to cap or plug all sewer connections. All sewer connections related to a permitted demolition shall be properly plugged and inspected by the Fire Prevention Division prior to abandonment.

(d) Subject to the minimum fees set out in subsection (e) below:

- (1) If the value is less than \$3,000.00, the fee shall be \$20.00.
- (2) If the value is more than \$3,000.00, the fee shall be \$20.00 for the first \$3,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.

(e) The minimum fee for all electrical inspections shall be:

- (1) Call-back inspections and all others, per trip: \$15.00.
- (2) Single-family units, two inspections: \$60.00.
- (3) Multi-family units, up to eight units, two inspections per unit: \$50.00 per unit.
- (4) Temporary wiring as provided elsewhere in this chapter, for lights and power, which is not a power company temporary, or provided for in subsection (d) herein: \$20.00.
- (5) For each additional inspection trip required to be made due to permittee's failure to comply with all electrical codes and standards of safety, each trip: \$15.00.
- (6) For all work performed on Sundays, holidays and after regular working hours, at the request of the permittee, all fees heretofore numerated shall be doubled.

(7) The Fire Chief or his designee is hereby authorized to and shall have the responsibility for setting a reasonable inspection fee for any wiring, device, apparatus, appliance or equipment which is not specifically covered herein.

(f) In the event that any construction, razing or moving of any building or structure is commenced before a permit is issued for the same by the Fire Prevention Division, a penalty shall be charged for the issuance of a permit in addition to the regular fee, ~~which penalty shall be~~ as required by Kentucky Building and Residential Code.

Sec. 18-62. - Fees for examination and approval of plans.

(a) The Fire Prevention Division, upon application being made for approval or disapproval of plans and specifications for buildings in accordance with the Kentucky Building Code and the Kentucky Residential Code and all other laws and ordinances relating thereto, shall collect a fee for the city as follows:

(1) *New construction plan review fees.*

a. New construction plan review fees for the City of Paducah will be based on one tenth of one percent or 0.001 of the cost of construction per square foot. The costs per square foot for occupational uses are:

Per Square Foot

Residential	\$20.00
Assembly occupancies:	
Nightclubs/restaurants	35.00
All other assembly	30.00
Educational	20.00
Day care centers	20.00
Business	20.00
Mercantile	20.00
Industrial factories	20.00
Warehouses	11.00
Institutional	25.00
Frozen food plants	20.00
High hazard	30.00
All other nonresidential	20.00

b. For additions to existing buildings that will not involve a change of use for the entire building, or result in any other situation which would require the entire building to conform to the Kentucky

Building Code, then only the cost of the additional square footage will be used to calculate the fee.

- c. For an existing building that will result in a change of use or occupancy, the rate will be based upon the new occupancy use and the total square footage for the entire building or structure will be used to calculate the fee.
- d. For any alterations or repairs as set out in article 1, section 1, paragraph (9), article 1, section 4, and article 1, section 6 of the Kentucky Building Code, a fee will be charged. The owner or his representative will submit the contractor's costs and the 0.001 multiplier will be applied to that figure to determine the fee.
- e. Plan review and inspection fees will be included with plans at the time of submission for approval. The Building and/or Electrical Inspector will check all plans prior to review to ensure that the proper fees have been paid.

(2) *Automatic sprinkler review fee and all other fire protection devices.*

- a. The fee for the sprinkler review is based on the number of sprinkler heads in the system and the same as the Kentucky Building Code.
- (b) All approval of plans ~~for commencement of construction shall expire at the expiration of one year six months after the date of approval unless a building permit is obtained under section 18-61 upon adoption of a new edition of the KBC or KRC unless permits have been obtained and are in good standing at the time of adoption.~~

Sec. 18-63. - Inspection fees.

- (a) The Fire Prevention Division shall provide inspections for compliance with ~~city's housing code and the building, electrical and gas installation codes~~ the Kentucky Building Code and the Kentucky Residential Code adopted by the city, and, whenever the inspections are made for issuing a certificate of occupancy or compliance, whether for new or old construction, except new construction in which compliance with plans and specifications only is sought for which other fees are to be paid, the Inspector shall collect a fee of \$25.00 for inspection of buildings up to 2,000 square feet of floor space, plus \$10.00 for any portion of the next 2,000 square feet of floor area, and \$5.00 for each additional 2,000 square feet of area or any part thereof, for the inspection and certificate.
- (b) In the event of the finding of noncompliance, the Inspector shall collect a fee of \$10.00 for each reexamination plus \$1.00 for each item to be reexamined in excess of one. No certificate so issued shall be construed as a guarantee against any defects, faulty material or workmanship or any hazard which may exist on the inspected property, nor shall any certification be a guarantee against future noncompliance with any code when a change in condition or adoption of a stricter code subsequently occurs.
- (c) Inspectors employed by the city or agencies of the city to make inspections in federally assisted project areas are hereby authorized to provide inspections for compliance with the ~~city's housing code and the building, electrical and gas installation codes~~ Kentucky Building Code within the project areas; provided, however, that any inspectors performing services relating to any specific code must be adequately qualified and where required must possess any necessary certificates or licenses as may otherwise be required of Building and/or Electrical

Inspectors of the city. Any inspectors employed for service in such federally assisted project areas shall be responsible for coordinating their activities with the Deputy Chief/Fire Marshal of the Fire Prevention Division and to assist in seeing that all improvements and alterations are properly permitted and generally that all applicable provisions of this Code and any other ordinances of the city and statutes of the Commonwealth of Kentucky are complied with.

Sec. 18-64. - Liability insurance required for house moving.

- (a) Any person applying for a permit to use the streets, alleys and other public ways of the city for the purpose of moving buildings or other structures thereon, which permit is required by the building code, shall obtain and file with the Fire Prevention Division, and continue to keep in force until they have furnished the Fire Prevention Division with certification in writing that such moving work has been completed, a liability insurance policy conditioned for the benefit of persons suffering injury, loss or damage to their persons or property resulting from any negligence in connection with the use of the streets, alleys and other public ways for the purpose of moving buildings or other structures thereon, or as a result of the negligence of the city, its officers, agents or employees, and such policy shall protect the city against any liability which may be imposed by law upon it by reason of the use of the streets, alleys or other public ways for that purpose. Such policy shall be in the sum of not less than \$100,000.00 for the injury or death of any one person, not less than \$300,000.00 for the injury or death of all persons affected by any one accident, and not less than \$50,000.00 for the benefit of any person who may suffer property damage in any one accident resulting from the use of streets, alleys and other public ways for the purpose of moving buildings or other structures thereon. The policy of insurance shall, as to the form thereof and the solvency of the insurance company is subject to the approval of the Fire Prevention Division. The Deputy Chief/Fire Marshal of the Fire Prevention Division is authorized and empowered to surrender for cancellation such liability policy after he has determined that the moving of the building or other structure for which the permit is granted has been completed.
- (b) In addition to the above mentioned insurance, no permit to use the streets, alleys and public ways of the city for the purpose of moving buildings or other structures thereon will be issued until the applicant provides a bond on an insurance company licensed to do business in the State of Kentucky, in favor of the city, protecting the city from damage to the streets, alleys and other public ways including but not limited to traffic-control devices, in the penal sum of \$100,000.00.

Sec. 18-65. - Collection and disposition of fees.

It shall be the duty of the Fire Prevention Division to collect the fees prescribed in this chapter and to promptly remit to the Finance Director the amounts collected by him, and the amount of such fees shall be paid into and become a part of the general fund.

Sec. 18-90. - Chief Electrical Inspector and Deputy Electrical Inspector

- (a) The Chief Electrical Inspector, who shall be an inspector certified by the Department of Housing, Buildings and Construction, shall administer and enforce all of the provisions of the National Electrical Code incorporated in the Kentucky Building Code adopted by section 18-31 and he shall further enforce all rules and regulations of the power company servicing the city pertaining to the installation of electrical services.
- (b) In the event of the Chief Electrical Inspector's absence from the city or his inability to serve, the Fire Chief shall designate and appoint another employee, who shall be an electrical inspector certified by the Department of Housing,

Buildings and Construction, of the city to act as Interim Chief Electrical Inspector during his absence or disability, and such Interim Chief Electrical Inspector, in such event, shall have the same powers and perform the same duties as the Chief Electrical Inspector. The Department of Housing, Buildings and Construction shall be notified of a designation of Interim Chief Electrical Inspector within 10 days of appointment/designation

- (c) They shall receive applications for electrical permits required by the electrical code, issue such permits and furnish the prescribed certificates. They shall examine premises for which permits have been issued and make all inspections is prosecuted safely.
- (d) The Electrical Inspectors shall be generally informed on the quality of materials, on the prevailing methods of electrical wiring, and on good practice in fire prevention. They shall be in good health, physically capable of making the necessary examinations and inspections of buildings in course of construction. They shall not have any interest whatever, directly or indirectly, in the sale or manufacture of any material, process or device entering into or used in or in connection with building construction.

~~Sec. 18-91. - tubing or conduit required in business buildings~~

~~"All wiring shall be installed in electrical metallic tubing, or rigid conduit or listed metal clad (MC) cable in the city in all business buildings; provided, however, such tubing or conduit shall not be required if the Building and Electrical Inspector finds that other wiring methods will not create a hazard and authorizes the use of such other wiring methods in writing.—Sec. 18-92. - Inspection and approval of new installations.~~

It shall be unlawful for any person to conceal electrical wiring until after such wiring has been inspected by the Electrical Inspector and a certificate of approval issued. It shall be unlawful for any electric light or power company to connect with or furnish current to any electrical installation within the corporate limits of the city until after such electrical installation has been inspected and a certificate of approval and acceptance issued.

Sec. 18-93. - Disconnection of service because of defects in wiring.

- (a) *Authority to order disconnection.*

- (1) The Electrical Inspector of the city is hereby empowered to order a discontinuance of electrical power to any building or structure within the city when the wiring or any portion thereof is found to be in violation of the National Electrical Code-Kentucky Building Code when said violations constitute an immediate hazard to life or property.
- (2) The Electrical Inspector shall serve on the electrical power company a written order stating the address and location to which the power is to be discontinued, and the power shall not be reconnected until approved by the Electrical Inspector.

- (b) *Appeals.*

- (1) Any party aggrieved hereby may appeal the decision of the Electrical Inspector to the Electrical Appeals Board within 24 hours of the receipt of written notification of the intention to discontinue electrical service.
- (2) The Electrical Appeals Board shall meet within 24 hours, excluding Saturdays and Sundays, after receipt of a written appeal. The Electrical Appeals Board shall make a decision, upholding the decision of the Building and Electrical Inspector or overruling him, within 24 hours.

Either party may appeal the decision of the Electrical Appeals Board to the Kentucky Board of Housing, Building and Construction. The electrical power company shall not discontinue service until all appeals are exhausted.

- (c) *Reconnection.* In the event electric service has been disconnected or discontinued in any building or structure because of any defects therein necessitating a rewiring of such building or structure or the replacing of any material part of the wiring therein, a certificate of inspection shall be secured from the Electrical Inspector before service is reconnected, but no inspection shall be required nor any certificate of inspection secured in any case where the removal of a meter has resulted from the voluntary discontinuance of service or change of tenants or occupants in a building where the wiring therein has not thereafter been replaced or renewed.

Sec. 18-121. – Chief Building Inspector and Deputy Building Inspectors.

- (a) The Chief Building Inspector, who shall be certified by the Department of Housing, Buildings, and Construction shall be charged with the duty of administering and enforcing the building code and the standards of safety adopted by this chapter, as well as the provisions of all laws and ordinances relating to the erection, construction, alteration, addition to, repair of, inspection, moving and safety of buildings, structures, signs, fire escapes and other protective devices, and shall pass upon all questions relating to the strength and durability of buildings, structures and materials, and shall examine and approve all plans and specifications therefor before any required permit shall be issued.
- (b) They shall receive applications for building permits required by KRS 198B.060, issue such permits and furnish the prescribed certificates. They shall examine premises for which permits have been issued and make all inspections necessary to see that the provisions of law are complied with and that construction is prosecuted safely.
- (b) The Building Inspectors shall be generally informed on the quality and strength of building materials, on the prevailing methods of building construction, on good practice in fire prevention, and on the accepted requirements for safe exit facilities. They shall not have any interest whatever, directly or indirectly, in the sale or manufacture of any material, process or device entering into or used in or in connection with building construction.
- (c) In the event of the Chief Building Inspector's absence from the city or his inability to serve, the Fire Chief shall designate and appoint another employee of the city to act as Interim Chief Building Inspector during his absence or disability, and such Interim Chief Building Inspector, in such event, shall have the same powers and perform the same duties as the Chief Building Inspector

Sec. 18-122. -

Sec. 18-123. - Building Codes Appeals Board.

- (a) *Established.* There is hereby established and created a Building Code Appeals Board of the city.
- (b) *Purpose.* The purpose of said appeals board is to hear appeals of the decisions of the Inspectors of the Fire Prevention Division.

- (c) *Membership.* The Appeals Board shall consist of five members who shall be technically qualified persons with professional experience related to the building industry and shall be familiar with the Kentucky Building Code. The members of the Appeals Board shall be appointed by the Mayor, subject to approval of the Board of Commissioners.
- (d) *Term of office; vacancies; compensation of members.*
 - (1) The terms of office for the members of the Appeals Board shall be for three-year staggered terms with the initial appointments to be made as follows: Two members shall be appointed for a term of one year, two members shall be appointed for a term of two years, and three members shall be appointed for a term of three years, after which all members shall be appointed for a term of three years or until their successors are appointed and qualified.
 - (2) Vacancies shall be filled in the same manner as original appointments are made.
 - (3) The members of the Building Code Appeals Board shall serve without compensation. (Code 1968, § 7-23)
- (e) A majority of the members of the Appeals Board shall constitute a quorum for all purposes. A decision reached by a majority of the Appeals Board members present at a properly called meeting shall constitute a decision of the entire Board.
- (f) No local building official or employee of the city shall be appointed to the Appeals Board. No member of the Appeals Board shall hear an appeal in a case in which he has a financial interest. (Code 1968, § 7-25)
- (g) Any party to a decision by the Fire Prevention Division may appeal that decision to the Appeals Board. Upon receipt of an appeal from a qualified party, the Appeals Board shall convene a hearing to consider the appeal within 15 days of receipt of the appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail, no later than ten days prior to the date of hearing. The Appeals Board shall render a decision within five working days after the hearing. The Appeals Board may uphold, amend or reverse the decision of the Fire Prevention Division and there shall be no appeal from the decision of the Appeals Board other than by appeal to the Kentucky Board of Housing, Buildings, and Construction.

Sec. 18-124. - Electrical Appeals Board.

- (a) *Established.* There is hereby created an Electrical Appeals Board of the city.
- (b) *Purpose; powers.*
 - (1) The purpose of the Board is to hear appeals from the Fire Prevention Division as to the proper application of the National Electric Code incorporated by reference in the Kentucky Building Code and to administer KRS 227.450—227.500.
 - (2) The Board may adopt any other reasonable regulations to administer KRS 227.450—227.500.
- (c) *Membership; term of office.* The Electrical Appeals Board shall be composed of seven members. The Board shall consist of persons in and knowledgeable of the electrical trade and one utility company official. The members shall be appointed for terms of two years.

- (d) *Vacancies.* Vacancies shall be filled by appointment by the Mayor, with the approval of the Board of Commissioners.
- (e) *Compensation of members.* The members of the Board shall serve without compensation.
- (f) *Conflict of interest.* No employee of the city shall be appointed to the Board. No member of the Board shall hear an appeal in a case in which he has a financial interest.
- (g) *Quorum and voting.* A majority of the members of the Board shall constitute a quorum for all purposes. A decision reached by a majority of the Board members present at a properly called meeting shall constitute a decision of the entire Board.
- (h) *Appeals from decisions of Board.* There shall be no appeal from the decision of the Board other than by appeal to the Kentucky Board of Housing, Building and Construction.
- (i) *Calling of hearings.* Upon receipt of a written appeal from the party aggrieved by an electrical inspector of the city, the Board shall convene a hearing to consider the appeal within 15 days.
- (j) *Notice of hearings.* All parties to the appeal shall be notified of the time and place of the hearing, by letter mailed by certified mail, no later than ten days prior to the date of the hearing.
- (k) *Decisions.* The Board shall render a decision within five working days after the hearing. The Board may uphold, amend or reverse the decision of the Electrical Inspector.

Sec. 18-125. - Violations.

Whenever an Inspector within the Fire Prevention Division has reasonable cause to believe that any person has violated any provision of this chapter or of any code or standards adopted by this chapter, or of any law or ordinance relating to the construction or wrecking of any building or structure, it shall be his duty to cause a warrant to be issued against such person and it shall be his duty to render all possible assistance in the prosecution of such charges.

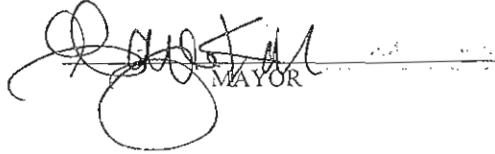
Sec. 18-126. - Penalty.

- (a) In accordance with KRS 198B.990, any person who violates any provision of this chapter or the Uniform State Building Code, or any directive or order issued pursuant thereto, shall be guilty of a civil offense and shall be fined not less than \$10.00 or more than \$1,000.00. Each day the violation continues shall constitute a separate offense.
- (b) Any person who shall violate any provision of this chapter, other than violations of the building code, for which no other penalty is provided, shall be fined not less than \$25.00, nor more than \$250.00, or imprisoned for not more than 90 days, or both.
- (c) Any person violating section 18-5 shall be fined not less than \$50.00 and no more than \$250.00 for each offense, and each day's violation shall constitute a separate and distinct offense.

SECTION 2. If any section, paragraph or provision of this ordinance shall be found to be in operative, 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 ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions

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



MAYOR

ATTEST

Tammara S. Sanderson
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 25, 2013

Adopted by the Board of Commissioners July 2, 2013

Recorded by Tammara S. Sanderson, City Clerk, July 2, 2013

Published by The Paducah Sun, July 11, 2013

\ord\insp\18 amend - Ky Bldg Code

Exhibit B

City of Paducah Certified Building and Electrical Inspector Staff
As of 8/20/2013

Building Inspector Staff

1. Les Fugate, certified, Level III (Chief Building Inspector)
2. Brian Wicks, certified, Level II
3. April Tinsman, uncertified, Permit Specialist

Electrical Inspector Staff

1. Roger Byrd, certified, Electrical Inspector

**AGENDA ACTION FORM
PADUCAH CITY COMMISSION**

Meeting Date: October 1, 2013

Short Title: AUTHORIZE AND APPROVE THE PURCHASE AND ACQUISITION OF THE REAL PROPERTY LOCATED AT 5065 CONCORD AVENUE FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mayor Gayle Kaler and Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

The City of Paducah and property owner, Betty J. Owens, have come to an agreement regarding the purchase of Owens' property located at 5065 Concord Avenue for the Olivet Church Roadway Improvement Project. The approximately 2.16 acre property which includes the Owens' home is a vital parcel necessary for the construction of a section of the roadway that will stretch from New Holt Road next to the Kentucky Oaks Mall and tie into Olivet Church Road. This five-lane access road, coupled with widening Olivet Church Road to a three-lane from U.S. 60 (Hinkleville Road) to the already improved section near James Sanders Boulevard, will help reduce traffic congestion at the Interstate-24 exit 4 interchange and along U.S. 60. Drivers will be encouraged to use the exit 3 interchange to enter the Kentucky Oaks Mall and surrounding areas from the north. The five-lane access road also includes improvements at New Holt Road as drivers enter the mall.

This ordinance authorizes the City's purchase and acquisition of the real property at 5065 Concord Avenue as outlined in the attached Sales and Purchasing Contract and the Purchase Contract Addendum for the negotiated purchase price of \$500,000. It is further determined that the Mayor, on behalf of the City of Paducah, Kentucky, is hereby authorized to execute the general warranty deed and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Owens in accordance with this Ordinance.

The agreement also outlines a life estate interest reserved by Owens. Owens can reside at the home on the property for her lifetime. However, the holder of a life estate cannot leave the land to anyone in their will because their interest in the land does not survive the person.

The Owens property will be divided into three tracts with the proposed five-lane road cutting through the middle of the property diagonally. The home, that faces Concord Avenue, will remain on an approximately 0.87 acre tract. The roadway with right-of-way easements utilizes an approximately 0.73 acre tract. The remaining approximately 0.56 acres will be the City's property to use for future development. The City expects a return on investment through three future financial transfers of currently undetermined amounts for the following

tracts:

1. Reimbursement from the State of Kentucky for the right-of-way acquisition;
2. Future sale of the Owens home and 0.87 acre tract at the conclusion of the life estate interest; and
3. Future sale of the remaining 0.56 acre parcel adjacent to the new roadway.

The Olivet Church Road Improvement Project is a City of Paducah, McCracken County, and State of Kentucky project in which the City of Paducah has the administrative lead. Project design and engineering has been conducted by the City of Paducah Engineering-Public Works Department and approved by the State of Kentucky. The project has available approximately \$8.5 million in State of Kentucky funding with \$2 million set aside for utility relocation and right-of-way acquisition, which has been ongoing, and approximately \$6.5 million for construction.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Olivet Church Road Project
Account Number:

9/27/2013
Finance

Staff Recommendation:

Approval of the purchase and acquisition of the property at 5065 Concord Avenue for the purchase price of \$500,000.00.

Attachments:

Sales and Purchasing Contract

Department Head	City Clerk	City Manager
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ORDINANCE NO. 2013- _____**AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE AND ACQUISITION OF THE REAL PROPERTY LOCATED AT 5065 CONCORD AVENUE, PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM BETTY J. OWENS, FOR THE IMPROVEMENT OF A PUBLIC PROJECT**

WHEREAS, the Board of Commissioners of the City of Paducah has determined that it is necessary, appropriate, or in the best interest of the City to purchase the real property located at 5065 Concord Avenue, Paducah, McCracken County, Kentucky which is more particularly described on **Exhibit "A,"** attached hereto (the "Property"), for purposes of the Olivet Church Roadway Improvement Project (the "Public Project"); and

WHEREAS, the Board of Commissioners of the City of Paducah has reached an agreement for the purchase of the Property with Betty J. Owens, ("Owens") for the purchase price of Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the Board of Commissioners of the City of Paducah concur and find that the purchase of the Property for the purchase price of Five Hundred Thousand Dollars (\$500,000.00) is in the best interest of the City.

WHEREAS, the Public Project is broadly described as reducing traffic congestion on Interstate-24 at the Exit 4, Hinkleville Road (U.S. 60) interchange through the construction of an access road from a point on Olivet Church Road to the intersection at New Holt Road just west of the Kentucky Oaks Mall. The Project also provides an enhancement of traffic flow on Olivet Church Road from Cairo Road to Hinkleville Road (U.S. 60).

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners of the City of Paducah hereby approves and consents to the purchase and acquisition of the Property from Owens, for the purchase price of Five Hundred Thousand Dollars (\$500,000.00). It is hereby found and determined that the acquisition is public property to be used for the public purposes of the City. It is further determined that the Mayor, on behalf of the City of Paducah, Kentucky, is hereby authorized to execute the general warranty deed and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Owens in accordance with this Ordinance.

SECTION 2. That the Board of Commissioners of the City of Paducah further authorize the purchase of the Property subject to the reservation of a life estate interest reserved by Owens in and to a portion of the Property to be set out in the deed of conveyance from Owens to City of Paducah.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 2 from project account, Olivet Church Road Project.

SECTION 4. Corporate Counsel is hereby authorized to conduct such due diligence and investigation as it deems necessary and in the best interest of the City. Further Corporate Counsel is authorized to prepare the general warranty deed, closing statement and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Owens in accordance with this Ordinance.

SECTION 5. 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 6. This City Commission hereby finds and determines that all formal actions relative

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

SECTION 7. 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 8. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2013.

Adopted by the Board of Commissioners, _____, 2013.

Recorded by City Clerk, _____, 2013.

Published by The Paducah Sun, _____, 2013.

EXHIBIT "A"

BEING LOTS 22 AND 23 IN THE CHARLES L. KINDRED
SUBDIVISION AS SHOWN BY PLAT OF RECORD IN PLAT BOOK
"G", PAGE 93, IN THE MCCRACKEN COUNTY CLERK'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO KENNETH OWENS AND
WIFE, BETTY J. OWENS, BY DEED DATED JUNE 14, 1966, OF
RECORD IN DEED BOOK 478, PAGE 510, IN THE MCCRACKEN
COUNTY CLERK'S OFFICE. KENNETH OWENS, DECEASED, DIED ON
OR ABOUT APRIL 24, 2013, AND BY VIRTUE OF THE
SURVIVORSHIP CLAUSE IN THE AFORESAID DEED FEE TITLE
VESTED IN BETTY J. OWENS.

**DEED OF CONVEYANCE
and
PERMANENT PUBLIC UTILITY EASEMENT**

THIS DEED made and entered into this the ____ day of October, 2013, by and between **BETTY J. OWENS, a widow and single person**, of 5065 Concord Avenue, Paducah, Kentucky, 42001, Grantor, and the **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the second class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, of P. O. Box 2267, Paducah, Kentucky, 42002-2267, Grantee;

WITNESSETH:

That the Grantor, in consideration of \$500,000.00 (Five Hundred Thousand Dollars and no cents) cash in hand paid by the Grantee to the Grantor the receipt of which is hereby acknowledged, and in further consideration of the covenants of the Sales and Purchase Agreement and the Purchase Contract Addendum set forth between Grantor and Grantee dated September 19, 2013, attached hereto as Exhibit "A", have bargained and sold and do hereby grant, bargain, sell, alien, and convey to the Grantee, its successors and assigns forever, the following property situated in McCracken County, Kentucky, and described as follows, RESERVING AND EXCEPTING THERE FROM, HOWEVER, UNTO GRANTOR, THE FULL USE, CONTROL, INCOME, AND POSSESSION OF THE LIVING TRUST PARCEL DESCRIBED HEREIN FOR AND DURING HER NATURAL LIFE:

Being Lots 22 and 23 in the Charles L. Kindred Subdivision as shown by plat of record in Plat Book "G", Page 93, in the McCracken County Clerk's Office.

Said property is more particularly defined in the legal descriptions as follows:

RIGHT OF WAY PARCEL #10

Beginning at a point located 43.00 feet left of KY Hwy. 998 station 65+20.63; thence North 33 degrees 28 minutes 48 seconds West a distance of 353.56 feet to a point, said point being located 43.00 feet left of KY Hwy. 998 station 68+74.18; thence North 22 degrees 36 minutes 48 seconds East a distance of 72.46 feet to a point, said point being located 17.14 feet right of KY Hwy. 998 station 69+14.61; thence South 76 degrees 31 minutes 43 seconds East a distance of 37.88 feet to a point, said point being located 43.00 feet right of KY Hwy. 998 station 68+86.92; thence South 33 degrees 28 minutes 48 seconds East a distance of 234.85 feet to a point, said point being located 43.00 feet right of KY Hwy.

998 station 66+52.07; thence 31.51 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of South 78 degrees 36 minutes 35 seconds East, and a chord length of 28.35 feet to a point, said point being located 63.09 feet right of KY Hwy. 998 station 66+32.07; thence North 56 degrees 15 minutes 39 seconds East a distance of 53.50 feet to a point, said point being located 116.59 feet right of KY Hwy. 998 station 66+32.31; thence South 21 degrees 32 minutes 06 seconds West a distance of 194.79 feet to the point of beginning.

The above-described parcel contains 0.7275 acres (31,690.10 sq. ft.), more or less.

LIVING TRUST PARCEL

Beginning at an existing concrete monument 49.61 feet left of Proposed KY 998 Sta. 65+16.00 and the north right of way of Concord Avenue; thence North 76 degrees 33 minutes 12 seconds West a distance of 268.02 feet; thence along said right of way North 26 degrees 58 minutes 12 seconds West along a curve having a radius of 25.00 feet, a chord distance of 38.07 feet and a length of 43.27 feet; thence along the east right of way of Fairlane Avenue North 22 degrees 36 minutes 48 seconds East a distance of 223.31 feet to a point located 43.00 feet left of Proposed KY 998 Sta. 68+74.18; thence along KY 998 Proposed Right of Way South 33 degrees 28 minutes 48 seconds East a distance of 353.56 feet to a point located 43.00 feet left of Proposed KY 998 Sta. 65+20.63; thence South 21 degrees 32 minutes 06 seconds West a distance of 8.07 feet to the point of beginning.

The above described parcel contains 0.8738 acres (38,067.87 sq. ft.), more or less.

REMNANT PARCEL

Beginning at a point located 43.00 feet right of Proposed KY 998 Sta. 68+86.92; thence along the north property line of Owens South 76 degrees 31 minutes 43 seconds East a distance of 253.30 feet to an existing concrete monument; thence along the east property line of Owens South 21 degrees 32 minutes 06 seconds West a distance of 121.22 feet to a point located 116.59 feet right of Proposed KY 998 Sta. 66+32.31; thence along the North Ring Road Proposed Right of Way South 56 degrees 15 minutes 39 seconds West a distance of 53.50 feet to a point located 63.09 feet right of Proposed KY 998 Sta. 66+32.07; thence North 78 degrees 36 minutes 35 seconds West along a curve having a radius of 20.00 feet, a chord distance of 28.35 feet and a length of 31.51 feet to a point located 43.00 feet right of Proposed KY 998 Sta. 66+52.07; thence along KY 998 Proposed Right of Way North 33 degrees 28 minutes 48 seconds West a distance of 234.85 feet to the point of beginning.

The above described parcel contains 0.5623 acres (24494.72 sq. ft.), more or less.

Together, the aforementioned Parcels being in all respects the same property conveyed to the Kenneth Owens and wife, Betty J. Owens, by deed dated June 14, 1966, of record in Deed Book 478 Page 510 in the office of the County Clerk of McCracken County, Kentucky. Kenneth Owens, deceased, died on or about April 24, 2013, and by virtue of the survivorship clause in the aforesaid deed fee title vested in Betty J. Owens.

It is understood by the parties hereto and made a covenant herein that the above written parcels described above are conveyed in fee simple.

In consideration of the conveyance of the aforementioned parcels, Grantor hereby agrees to the establishment of three perpetual Public Utility Easements which will allow the Grantee, its successors and assigns the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utility lines with all rights in ingress, egress and regress over and across the three perpetual Public Utility Easements to be established herein. Said perpetual Permanent Public Utility Easements are described as follows:

PUBLIC UTILITY EASEMENT PARCEL #10-1

Beginning at a point located 43.00 feet left of KY Hwy. 998 station 65+26.73; thence South 21 degrees 32 minutes 06 seconds West a distance of 2.18 feet to a point, said point being located 44.78 feet left of KY Hwy. 998 station 65+25.48; thence North 76 degrees 33 minutes 12 seconds West a distance of 46.43 feet to a point, said point being located 76.51 feet left of KY Hwy. 998 station 65+59.42; thence North 17 degrees 11 minutes 42 seconds East a distance of 43.31 feet to a point, said point being located 43.00 feet left of KY Hwy. 998 station 65+86.86; thence South 33 degrees 28 minutes 48 seconds East a distance of 60.11 feet to the point of beginning.

The above-described parcel contains 0.0243 acres (1,057.45 sq. ft.), more or less.

PUBLIC UTILITY EASEMENT PARCEL #10-2

Beginning at a point located 43.00 feet left of KY Hwy. 998 station 68+37.98; thence South 56 degrees 31 minutes 03 seconds West a distance of 15.00 feet to a point, said point being located 58.00 feet left of KY Hwy. 998 station 68+37.98; thence North 33 degrees 28 minutes 48 seconds West a distance of 26.12 feet to a point, said point being located 58.00 feet left of KY Hwy. 998 station 68+64.10; thence North 22 degrees 36 minutes 48 seconds East a distance of 18.07 feet to a point, said point being located 43.00 feet left of KY Hwy. 998 station 68+74.18; thence South 33 degrees 28 minutes 48 seconds East a distance of 36.20 feet to the point of beginning.

The above-described parcel contains 0.0107 acres (467.46 sq. ft.), more or less.

PUBLIC UTILITY EASEMENT PARCEL #10-3

Beginning at a point located 43.00 feet right of KY Hwy. 998 station 66+52.07; thence North 33 degrees 28 minutes 48 seconds West a distance of 227.53 feet to a point, said point being located 43.00 feet right of KY Hwy. 998 station 68+79.60; thence South 76 degrees 31 minutes 43 seconds East a distance of 21.97 feet to a point, said point being located 58.00 feet right of KY Hwy. 998 station 68+63.54; thence South 33 degrees 28 minutes 48 seconds East a distance of 211.47 feet to a point, said point being located 58.00 feet right of KY Hwy. 998 station 6+52.07; thence 7.88 feet along a curve to the left, said curve having a radius of 5.00 feet, a chord bearing of South 78 degrees 36 minutes 35 seconds East, and a chord length of 7.09 feet to a point, said point being located 63.02 feet right of KY Hwy. 998 station 66+47.07; thence North 56 degrees 15 minutes 39 seconds East a distance of 66.36 feet to a point, said point being located 129.39 feet right of KY Hwy. 998 station 66+47.37; thence South 21 degrees 32 minutes 06 seconds West a distance of 26.33 feet to a point, said point being located 107.81 feet right of KY Hwy. 998 station 66+32.27; thence South 56 degrees 15 minutes 39 seconds West a distance of 44.72 feet to a point, said point being located 63.09 feet right of KY Hwy. 998 station

66+32.07; thence 31.51 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of North 78 degrees 36 minutes 35 seconds West, and a chord length of 28.35 feet to the point of beginning.

The above-described parcel contains 0.1015 acres (4,420.99 sq. ft.), more or less.

The acquisition of the aforementioned described Right Of Way Parcel #10 along with the establishment of the three perpetual Public Utility Easements is for the purpose of the improvement of the public roadway known as Olivet Church Road for the City of Paducah, Kentucky. The plans for the Olivet Church Roadway Improvement Project are on file in the Engineering-Public Works Department, City of Paducah, Kentucky.

TO HAVE AND TO HOLD said property, together with all improvements thereon and all rights and appurtenances thereunto, unto the Grantee, its successors and assigns forever and in fee, with all the rights and privileges thereunto belonging with covenants of General Warranty, RESERVING AND EXCEPTING THERE FROM, HOWEVER, UNTO GRANTOR, THE FULL USE, CONTROL, INCOME, AND POSSESSION OF THE LIVING TRUST PARCEL DESCRIBED HEREIN FOR AND DURING HER NATURAL LIFE .

IN TESTIMONY WHEREOF the Grantor and Grantee, by signing this document on the above given date, hereby acknowledge that the consideration stated hereinabove is the full actual consideration for the transfer of the subject property. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands on this the date first above written.

GRANTOR:

BETTY J. OWENS

GRANTEE:

CITY OF PADUCAH, KENTUCKY

By _____
Gayle Kaler, Mayor

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument and consideration certificate were sworn to and acknowledged before me this _____ day of _____, 2013, by Betty J. Owens, a widow and single person, Grantor.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing consideration certificate was sworn to and acknowledged before me this _____ day of _____, 2013, by Gayle Kaler, Mayor of the City of Paducah, Kentucky, on behalf of said entity, Grantee.

My Commission expires _____.

Notary Public, State at Large

This instrument prepared by:

Denton & Keuler
P O Box 929
Paducah, Kentucky 42002-929
165288.doc

Paducah Board of REALTORS, Inc. Paducah, Kentucky

(This is a legally binding contract. If not understood, contact an attorney.)

Sales and Purchasing Contract (For Use of Members Only)

Date: 9/18/2013

The undersigned Buyer(s) City of Paducah (Mayor Gayle Kaler) ("Buyer") offers to purchase from Seller(s) Betty Owens ("Seller") the following described property with all improvements and appurtenances thereunto belonging, known as 5065 Concord Ave, Paducah, KY, 42001, and further described in Deed Book 478, Page 510. County of McCracken, State of Kentucky ("The Property").

1. PURCHASE PRICE: The Purchase Price for the property shall be the sum of Five Hundred Thousand Dollars (\$ 500,000.00) payable as follows:

A. SEarnest Money Deposit	0
B. SAdditional Cash at Closing	500,000
C. SCash by Obtaining Mortgage	0
D. SOther (See Addendum)	0
E. STOTAL PURCHASE PRICE	500,000

2. MORTGAGE: Buyer agrees to apply for and use Buy years, with initial interest not to exceed ___ %per 2 month plus taxes and insurance, if applicable. Buyer : ___ in an amount not to exceed ___ points. If a lo. at Seller's option. N/A ___ rate mortgage loan for a term not less than 30 g principal and interest, not to exceed \$___ per points required by the lender shall be paid by the in ___ days, this Contract shall be null and void

3. PROPERTY INCLUDED: The term Property as herein used shall include all fixtures such as shades, screens, linoleum, wall-to-wall carpet, storm doors and windows, shrubbery, landscaping, garage door operating devices, built-in appliances, curtain rods, antenna, lighting, heating, and plumbing equipment, if any, plus all articles so attached or built-in which, if removed, would leave premises in a damaged, incomplete or unfinished condition, plus the following: ___

4. DEED: At closing, upon the Purchase Price being paid as provided in Paragraph 1 hereof, an unencumbered marketable title to the Property shall be conveyed to the Buyer by deed of general warranty with the usual covenants such as any national title company will insure, free and clear of all liens and encumbrances except (i) such liens and encumbrances as Buyer may specifically approve; (ii) restrictions imposed by the Planning and Zoning Commission; and (iii) easements of record and all restrictions as to the use and improvement of the Property of record. Should the title to the Property appear defective, Seller shall have thirty (30) days after receipt of notice from Buyer of such defect or defects within which to remedy same at cost of Seller.

5. CLOSING COSTS: Seller shall pay the transfer tax for t opinion of title, unless such title shall be defective and su Buyer for Buyer's actual cost incurred for such title opini N/A of the deed, and Buyer shall pay for the seller, in which case Seller shall reimburse

6. PRORATIONS: Rents, if any are to be prorated as of the day o as of the date of closing. All real estate ad valorem taxes due and basis, regardless of the date upon which such taxes were assesse- valorem taxes for the year of closing are unavailable or unasse; assessment shall be considered as a base for prorations. N/A advance rents, if any, shall be credited to Buyer ar of closing shall be prorated on a calendar year t forth on any tax bill therefore. In the event ad rate(s) for the preceding year and present year

Buyer Initials JK Date 9-19-13

Seller Initials BO Date 9,18/2013

7. **CLOSING:** This transactions shall close on or before 12/18/2013
(EXCEPT AS SET FORTH IN PARAGRAPH 4 ABOVE)

8. **INSPECTIONS:** Buyer may have inspections make at Buyer's expense to determine whether there are undisclosed material defects in the Property, improvements, or personal property (if pe verification of the accuracy of all information containe service of the Paducah Board of REALTORS, Inc. Bu Contract Date of any such defects, presence of wood de Buyer shall be deemed to have accepted the Property, gives such notice within five (5) business days after receipt of Buyer's notice, Seller and Buyer enter into a written agreement for remedy of the defect(s) described in the notice to the Seller.

N/A

Seller, upon failure to enter into a written agreement with the Buyer for the remedy of said defects, does hereby release any claim to the Earnest Money and authorizes return thereof to Buyer without notice pursuant to KRS 324.111(6).

_____: Buyer waives all inspections of the Property and relies solely upon the Buyer's examination of the Property and releases Seller and Brokers from any and all liability relating to any defect or deficiency affecting the Property. This shall survive the closing.

9. **Earnest Money:** The Earnest Money shall be placed into removed from a real estate broker's escrow account upon with KRS 324.111(4). The Buyer retains full right to said secured by Buyer despite Buyer's diligent efforts, or the t Buyer, including Buyer's failure to timely seek financing under this agreement.

N/A

rsigned Realtor. The Earnest Money deposit shall only be agreement of the parties, or a court order, in accordance this offer. the loan described in Paragraph 2 is not timely he Seller shall be entitled to said deposit upon default by to comply with any other material obligation imposed

10. **POSSESSION:** Possession of the Property shall be given as specified below:

(a) Physical possession of the Property shall be delivered to the Buyer on the date of closing.

(b) Physical possession of the Property shall be delivered to the Buyer after the date of closing, but not later than N/A. If Seller holds over the possession of the Property after the date set forth in (a) or (b) above, Seller shall pay Buyer damages of (\$N/A) per day thereafter to the date possession is delivered to the Buyer (in addition to all other damages accruing to Buyer hereunder for such default).

(c) The Property, or a portion thereof, is subject to a lease (the "Lease"). All Lease(s) pertaining to this Property shall be attached to and incorporated into this Contract. All rights of Seller as Landlord under the Lease(s) shall be transferred to Buyer upon the date of closing.

11. **RISK OF LOSS OR DAMAGE:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause shall remain with the Seller until closing. If the Property is destroyed or materially damaged by any of the aforementioned, this Contract shall be null and void at the option of the Buyer and the earnest money returned.

12. **MAINTENANCE AND WARRANTIES:** Until physical possession is delivered to Buyer, Seller agrees to maintain any heating, cooling, plumbing, electrical systems, and any built-in appliances and equipment in normal operating condition and to keep the roof water-tight and to maintain the grounds. Seller further warrants that there presently exist no latent defects known to Seller which would materially impair the fitness of the Property for its intended use. Buyer, or Buyer's representative, shall be permitted access to the subject Property prior to closing to inspect, verify and confirm Seller's compliance with Seller's obligations under this condition. Buyer must provide Seller with adequate notice prior to inspections and shall be permitted access at reasonable times. Buyer shall pay the cost of all inspections and turn-on utilities, if required. The parties agree that no real estate broker or salesperson has made any representation as to the nature or condition of the Property or any part thereof, nor do such brokers and or salespersons expressly or by implication warrant the Property, its size, construction, condition or materials used, or any of the fixtures, appliances, appurtenances, or amenities.

13. **LEAD-BASED PAINT TESTING CONTINGENCY** (for Residential Real Estate Construction prior to 1978): This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards (see EPA pamphlet *Protect Your Family From Lead in Your Home* for more information). This contingency will terminate at the above p Seller's Agent) a written contract addendum listing the sp inspection and/or risk assessment report. The Seller may, at whether to correct the condition(s) prior to settlement. If the from a risk assessor or inspector demonstrating that the condition has been remedied before the date of settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counteroffer, the Buyer shall have five (5) days to respond to the counteroffer or remove this contingency at any time without cause.

N/A

Buyer Initials AK Date 9-19-13

Seller Initials BGO Date 9/18/2013

14. **ENTIRE AGREEMENT:** Buyer and Seller have read the entire content of this Contract, agree that all terms and conditions are included in this writing, and agree that no verbal agreements or understandings of any kind shall be binding upon the parties.

15. **TIME:** Time is of the essence in this entire Contract.

16. **SPECIAL CONDITIONS:** Special stipulations set forth below or on attached Schedule are incorporated herein and made a part hereof: See Attached Purchase Contract Addendum.

17. **DURATION OF OFFER:** This offer shall remain open for acceptance by Seller, by execution hereof, at or prior to 9/20/2013. If accepted within such time, this Contract shall be in full force and effect.

Purchaser *Amyle Kahn* DATE 9-19-13

18. **LITIGATION COSTS:** Should litigation become necessary to enforce the Contract, the prevailing party shall be entitled to recover all litigation costs, including attorney's fees, from the non-prevailing party.

19. **SURVIVAL:** All agreements, terms and conditions contained herein, not altered by the deed, shall survive the closing. The terms and conditions of this Contract shall bind the parties and their successors in interest.

ACCEPTANCE BY SELLER

The above offer is accepted on the 18 day of September, 2013.

Seller *Betty J. Owens* DATE 9/18/2013

By: Valorum Realty *[Signature]* 9/18/2013
Member Paducah Board of REALTORS. Inc. Broker or Salesperson Associate Date

COUNTEROFFER

Property Address: _____

Original Contract Date: _____

I (we) hereby reject (Purchaser's / Seller's) offer, however, I (we) counteroffer on the same terms set forth above, with the following additions and or changes (reference paragraph number):

(NOTE: IF PURCHASE PRICE CHANGES SECTION I MUST BE ADJUSTED)

This counteroffer expires at _____ a.m. p.m. on the _____ day of _____, 20 _____

Seller/Purchaser _____ DATE & TIME _____

Seller/Purchaser _____ DATE & TIME _____

I (we) hereby (accept / reject) (Seller's / Purchaser's) counteroffer.

Seller/Purchaser _____ DATE & TIME _____

Seller/Purchaser _____ DATE & TIME _____

Purchase Contract Addendum

Original Contract Date: 9/18/2013

Property: 5065 Concord Avenue, Paducah, KY 42001

The following terms and conditions are a continuation of section 16. of said original contract for purchase.

1. The purchase contract is for both parcels of land as described in the deed as lots 22 and 23 in the Charles L. Kindred Subdivision.
2. The Seller (Betty Owens) will receive a Life Estate for her natural life or until the property is vacated by the seller. In the event of property vacation by Betty Owens via death or otherwise, the City of Paducah agrees to allow Betty Owens or her heirs a period of 6 months immediately following the vacation to remove all personal properties.
3. The Seller will maintain a standard home owner's insurance policy for the appraised value of \$159,000 with the City of Paducah as Loss Payee. Seller agrees to provide annual proof of said in-force insurance to the City of Paducah.
4. Seller agrees to maintain any heating, cooling, plumbing, electrical systems, and any built-in appliances and equipment in normal operating condition and to keep the roof water-tight and to maintain the grounds for the duration of the Life Estate.
5. The City of Paducah will pay all closing costs.
6. The City of Paducah will pay annual property taxes on said property.
7. The City of Paducah will erect a solid panel(s) vinyl type privacy fence with a minimum of 8 feet in height and white in color along the Southern border (between Owens home and right of way) of the proposed Olivet Church Road Improvement Project Right of Way Acquisition and span at a minimum the length across the Owen property.
8. The City of Paducah will connect the Owens' residence to the sanitary sewer located on front of said property and incur all costs of doing so. Additionally, the City of Paducah will incur all costs for repair or replacement of any utility servicing the Owens property that is disturbed for purposes of the Olivet Church Road Improvement Project.
9. The City of Paducah will maintain the right and incur all costs (appurtenance) to make all right of way improvements as outlined in the Olivet Church Road Improvement Project (see attached Construction Plans).
10. This offer to purchase is contingent upon approval by the Paducah City Commission.

Seller Betty J. Owens

Date 9/18/2013

Buyer James Kalen

Date 9-19-13