



CITY COMMISSION MEETING
 AGENDA FOR JUNE 3, 2014
 5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH ST

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE-Palmer Stroup, Sophomore at Paducah Tilghman High School

ADDITIONS/DELETIONS

	I. <u>ORDINANCES – ADOPTION</u>
	A. Authorize Contract for Noble Park Lake Bank Stabilization Project – M. THOMPSON/R. MURPHY
	B. Zone Change 3025 Olivet Church Road – S. ERVIN
	C. Final Annexation for 3025 Olivet Church Road – S. ERVIN
	D. Change Order #1 w/A & K Construction for Construction of the Teletech Building – CITY MGR
	II. <u>ORDINANCE – INTRODUCTION</u>
	A. Accept 2014-2015 Edward Byrne Memorial (JAG) Grant Award – S. ERVIN
	III. <u>CITY MANAGER REPORT</u>
	• City Hall
	IV. <u>MAYOR & COMMISSIONER COMMENTS</u>
	V. <u>PUBLIC COMMENTS</u>
	VI. <u>EXECUTIVE SESSION</u>

Agenda Action Form Paducah City Commission

Meeting Date: May 27, 2014

Short Title: Authorize Agreement for Noble Park Lake Bank Stabilization Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director
Mark Thompson, Parks Director

Background Information:

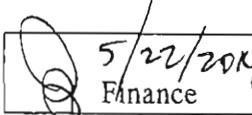
On May 8, 2014, sealed written bids were received for the Noble Park Lake Bank Stabilization Project. In order to obtain the best bid price for this stabilization Project, the Bid Proposal listed two different types of construction material that could be utilized in order to stabilize the lake bank, Metal or Vinyl Sheet Piling. Additionally, an Alternate Bid was included adding an additional 325 linear feet of sheet piling to the base bid price for each material. There were four responsive bids received for this Project, with YEC, Inc., submitting the lowest responsive bid as follows:

Material	Metal Sheet Piling	Vinyl Sheet Piling
Base Bid	\$145,696.00	\$161,874.50
Alternate Bid	\$46,718.00	\$61,261.75
Total Base + Alternate	\$192,414.00	\$223,136.25

Subsequent to reviewing the Metal versus the Vinyl Sheet Piling total bid amounts, a decision was made to recommend utilization of the Metal Sheet Pile Wall System for this Project, as the Metal Alternate would provide the desired Project result of a lower submitted bid price. Due to budgetary constraints, a presentation will be made to the Board of Commissioners to consider accepting the Metal Base Bid or the Metal Base Bid with the Alternate Bid added. It is our recommendation to fund the Project account in order to accept the Metal Base Bid and the Alternate Bid.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

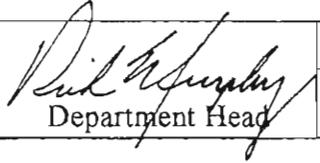
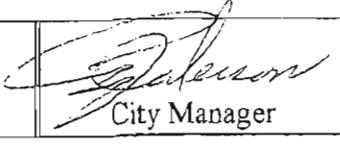
Funds Available: Account Name: 040-8821-536-2307
Account Number: PA0100


5/22/2014
Finance

Staff Recommendation:

To receive and file the Bids and accept the Metal Base Bid and the Alternate Bid in the amount of \$192,414.00 as submitted by YEC, Inc. for the Noble Park Lake Bank Stabilization Project.

Attachments:
Bids and Advertisement

 Department Head	City Clerk	 City Manager
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Agenda Action Form

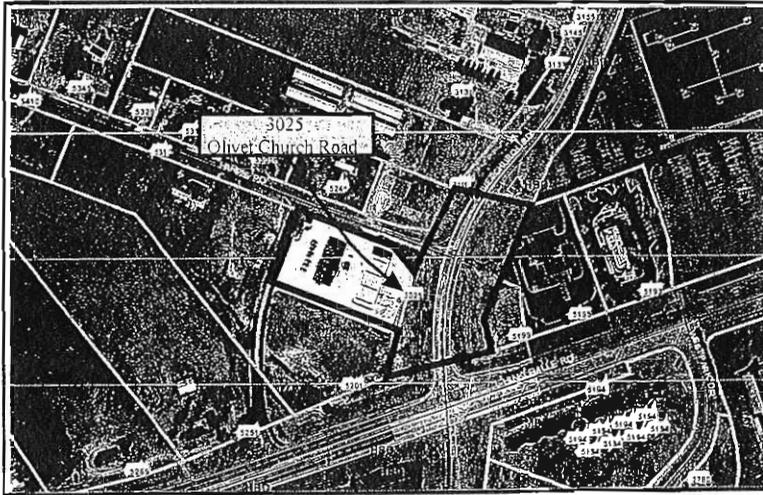
Paducah City Commission

Meeting Date: May 27, 2014

Short Title: Huck's Convenience Store Zone Change

Ordinance Emergency Municipal Order Resolution
Staff Work By: Stephen Ervin, Joshua P. Sommer
Presentation By: Stephen Ervin

Background Information:



Key Components:

The applicant, Martin & Bayley, Inc., is requesting a zone change for 3025 Olivet Church Road from R-1 (Low Density Residential Zone) to HBD (Highway Business District). This property contains the Huck's Convenience Store. This zone change request was initiated because the property owners petitioned the City of Paducah for annexation. When property is annexed into the City, it receives an automatic R-1 Low Density Residential designation, pursuant to Section 126-32 of the Paducah Zoning Ordinance. Right-of-Way of Olivet Church Road is also being rezoned as part of this request.

Automobile service and retail trade is principally permitted in the HBD Zone, pursuant to Section 126-116 (1) of the Paducah Zoning Ordinance. The property to the east of this parcel (the BB&T Bank across Olivet Church Road) is zoned HBD. Therefore, this would be a continuation of the HBD Highway Business District.

Site Data:

Area: 4.946 acres

Public Utilities: Adequate water and sewer service available.

Public Services: Sanitation, police and fire service available.

Physical Characteristics: Convenience store with gasoline pumps.

Development Plan:

This site is already developed. Please see map above.

Land Use Patterns:

This site is located in an area of Paducah/McCracken County that is undergoing much growth. A new Finish Line car wash was constructed recently to the south of the property. A new Taco John's was constructed last year in the County nearby. A new shopping strip center, containing a Firehouse Subs and Pancho's Mexican Grill are under construction in the City diagonally across Hinkleville Road.

Adjacent Properties:

North: Harris Road. County commercial lots.

East: Olivet Church Road. County vacant commercial lot and BB&T Bank in the City.

South: Finish Line car wash (county).

West: Vacant County Commercial lot.

Zoning:

County commercial on the North, South and West. County commercial and HBD on the East. The parcel is proposed to be changed to HBD as follows:

Sec. 126-116. Highway Business District, HBD.

The intent of this district is to provide appropriate space and sufficient depth from the street to satisfy the needs of modern commercial development where access is entirely dependent on motor vehicle trade, and to encourage the development of these locations with such uses and in such a manner as to minimize traffic hazards and interference with other uses.

(1) Permitted uses.

- a. Any use permitted in the B-3 Zone
- b. Automobile service and repair establishments, including gasoline service stations, repair garages and automatic car-washing establishments;
- c. Hotels and motels;
- d. Recreational uses such as amusement parks, bowling alleys and roller-skating; archery ranges; miniature golf, golf-driving ranges and other similar recreational activities;

- e. Souvenir shops, roadside stands and curio shops when incidental to another permitted use;
 - f. Office buildings;
 - g. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 - h. Restaurants and eating establishments;
 - i. Commercial parking lots and parking garages;
 - j. Theaters.
- (2) Area regulations. The following requirements shall apply to all non-residential uses permitted in this district. All residential uses shall comply with the requirements of the R-4 Zone:
- a. Front yard. All buildings shall be set back from the street right-of-way line not less than 50 feet, except where a parallel access road is provided with construction requirements which meet the standards of the city street plan.
 - b. Side yard. The width of any side yard which abuts a residential district shall not be less than 25 feet. In all other cases each side yard shall not be less than 12 feet.
 - c. Rear yard. Each lot shall have a rear yard of not less than ten feet. Where a commercial building is serviced from the rear, there shall be a rear yard of not less than 30 feet; the depth of a rear yard which abuts a residential district shall not be less than 30 feet.
 - d. Lot width. Each lot shall have a width at the front building line of not less than 75 feet.
 - e. Lot area. There shall be a minimum lot area of not less than 10,000 square feet.
 - f. Height requirements. None.
 - g. Parking requirements. Same as section 126-71.
 - h. Highway access. All points of ingress and egress to major arterials shall be at least 350 feet from the ramp pavement transition point of highway interchanges.

Findings required for map amendment:

KRS – 100.213 Before any map amendment is granted, the Planning Commission must find that the map amendment is in agreement with the comprehensive plan, or in the absence of such a finding, that one or more of the following apply and such findings shall be recorded in the minutes and records of the Planning Commission and City Commission:

That the existing zoning classification given to the property is inappropriate and the proposed zoning classification is appropriate; or

That there have been major changes of an economic, physical, or social nature within the area involved which were not anticipated in the comprehensive plan and which have substantially altered the basic character of the area.

Staff Analysis – The area proposed to be re-zoned is in compliance with the Future Land Use Map. The Future Land Use Map shows the area to be zoned “Commercial”. A convenience store with gasoline sales is a principally permitted use in the Highway Business District.

Planning Commission Recommendation:

Recommend HBD Highway Business District to the Paducah City Commission

Staff Recommendation:

Staff recommends approval to the Paducah City Commission for HBD Highway Business District as the proposed zoning designation is in compliance with the Comprehensive Plan.

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

Finance

Motion:

Attachments:

Planning Commission Resolution
Zone Change Map/Development Plan

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: May 27, 2014

Short Title: Annex 3025 Olivet Church Road (Hucks Convenience Store)

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

The intent of this agenda item is to annex 3025 Olivet Church Road and adjacent ROW into the City of Paducah. This is the Huck's Convenience Store. Mr. Mark Bayley, owner, requested annexation into the City via letter dated March 21, 2014. The City Commission adopted Ordinance #2014-5-8138, which expressed the City's intent to annex this property, on May 13, 2014. The property was then referred to the Paducah Planning Commission to assign proper zoning and the Planning Commission has forwarded a recommendation for Highway Business District. This Ordinance will officially annex 3025 Olivet Church Road and the adjacent ROW into the City of Paducah, as shown on the enclosed plat.

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

Finance

Motion:

Attachments

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: May 27, 2014

Short Title: Change Order – TeleTech contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson

Presentation By: Jeff Pederson

Background Information:

On July 23, 2013, the City of Paducah and McCracken County entered into a contract with A&K Construction for the construction of a building in the Information Age Park for occupancy by TeleTech. Primary funding for the building comes from the City and the County, with additional participation by Paducah Economic Development and Tele-Tech. The amount of the contract awarded was \$3,296,000. (Ordinance #2013-08-8054).

Construction commenced on August 29, 2013, and has proceeded smoothly. Three change items arose during construction, all associated with the exterior drive and parking areas. Two of the items constitute contract reductions, while one is a small contract addition. The net effect of the three items contained in this Change Order is \$41,275. By virtue of this Change Order, the contract sum will be reduced from \$3,296,000 to \$3,254,725.

Absent from the revised contract sum is the entrance road to access the parking area. It was determined at an early point in the construction process that the most opportune access into the parking lot would be with construction of a new drive that separates the TeleTech site from the adjacent site, thereby making the new access road dual-purpose.

It is anticipated that the contract savings associated with the Change Order will be reallocated to the construction of the new drive. Construction of that drive will be designed and procured by the City of Paducah.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation: Approve Change Order

Attachments:

Change Order

Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: June 3, 2014

Short Title: 2014-2015 Edward Byrne Memorial (JAG) Grant InterLocal Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch
Presentation By: Steve Ervin

Background Information:

The Commission authorized by Municipal Order # 1773 on May 13, 2014, to execute an online grant application to obtain a 2014-2015 Edward Byrne Memorial Grant, through the U.S. Department of Justice in the amount of \$13,117.00. This grant will be used by the Paducah Police Department for the purchase of five (5) mobile radios.

Although the City of Paducah has a sole and authorized individual allocation, it must remain in partnership with our local disparate jurisdiction which is McCracken County. It is for this reason, the City of Paducah and McCracken County must enter into an Interlocal Agreement supporting the 2014-2015 JAG application submission and the acceptance by the City of Paducah of the \$13,117.00

For the award to be considered, the Commission must authorize and direct the Mayor and/or Mayor's designee to execute all required award documents including an Interlocal Agreement with the County.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: JAG 2014-2015
Account Number:
Project Number:
CFDA: 16.738

Finance

Staff Recommendation: Approval

Attachments:

Department Head	City Clerk	City Manager
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ORDINANCE NO. 2014-6-_____

AN ORDINANCE APPROVING THE EXECUTION OF AN ON-LINE GRANT AGREEMENT, AND ALL DOCUMENTS RELATING THERETO, WITH THE U.S. DEPARTMENT OF JUSTICE FOR A 2014-2015 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE TO BE USED BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE FISCAL COURT OF McCRACKEN COUNTY

WHEREAS, the City of Paducah applied for the 2014-15 Edward Byrne Memorial Grant Award through the U.S. Department of Justice by Municipal Order No. 1773 adopted on June May 13, 2014, for the purchase of mobile radios; and

WHEREAS, the City of Paducah, desires to enter into an Interlocal Agreement with the County of McCracken, Kentucky, as required by the U. S. Department of Justice, to remain in partnership with our local disparate jurisdiction even though the City of Paducah is the sole and authorized individual allocation; and

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

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the execution of an on-line grant agreement, and all documents relating thereto, with the U. S. Department of Justice for a 2014-15 Edward Byrne Memorial Justice Accountability Grant, in the amount of \$13,117.00, to be used by the Paducah Police Department to purchase mobile radios. No local match is required.

SECTION 2. The City hereby approves the Interlocal Agreement between the City and County and authorizes the Mayor to execute the agreement approved in Section 1 above.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 3, 2014
Adopted by the Board of Commissioners, June 10, 2014
Recorded by Tammara S. Sanderson, City Clerk, June 10, 2014
Published by the Paducah Sun, _____
\\ord\plan\grant\police-2014 Justice Assistance Edward Byrne

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

THIS AGREEMENT, made and entered into on this 14th day of May, 2014 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2014, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

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

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

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$ 13,117 offered by the U.S. Bureau of Justice; and,

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

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

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$13,117 allocated in the 2014 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

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

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

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

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

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

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

ARTICLE III: REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2014, and ending September 30, 2015 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: ALLOCATION OF FUNDING

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2014 JAG award allocation in the amount of \$13,117 in behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchase, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the FY2014 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

ARTICLE VII: ASSIGNMENT

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

ARTICLE VIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor Gayle Kaler

Date executed: _____

ATTEST: _____

City Clerk Tammy Sanderson

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: Van E. Newberry

Judge Executive Van E. Newberry

Date executed: 5/13/2014

ATTEST: _____

Fiscal Court Clerk Pat Smith

Date executed: _____

HAVE SEEN AND CONSENT TO FORM FOR EXECUTION:

By: _____

Darren Sammons, Representative Department of Local Government

Date executed: _____

Prepared by:

Sheryl Chino
Grant Administrator
City of Paducah
300 S. 5th Street
Paducah, KY 42002