



CITY COMMISSION MEETING
 AGENDA FOR JULY 22, 2014
 5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH ST

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE-Kyle Johnson – Student at St. Mary High School

ADDITIONS/DELETIONS

PRESENTATIONS:

- 1) McCracken County Humane Society Pals & Paws Day Camp – KYLE JOHNSON
- 2) Police/Fire Fighters’ Pension Fund - Leon Dodge

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENTS</u>
		A. Paducah-McCracken County Joint Sewer Agency
		B. Municipal Housing Commission
		C. Paducah-McCracken County Riverport Authority
	III.	<u>MOTIONS</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Actions
		B. Approval of Assignment and Reaffirmation Agreement for Genova – CITY MGR
	V.	<u>ORDINANCES – ADOPTION</u>
		A. 2014 Law Enforcement Service Fee Grant Award – POLICE CHIEF BARNHILL
	VI.	<u>ORDINANCES – INTRODUCTION</u>
		A. Authorize an Agreement for Engineering Design Services Related to Revisions of the Riverfront Phase 1-B Project – R. MURPHY

		B. KLC Premiums for Liability, Workers' Compensation and Property Insurance - C. MEDFORD
		C. Approve Intent to Annex 2711 New Holt Road – S. ERVIN
		D. Upper Story Residential Grant – S. ERVIN
		E. Amend Ordinance for Highway Safety In'text'icated Mini-Grant – S. ERVIN
		F. Approve Execution of Documents to Settle Estate for Property Located at 5065 Concord Avenue – CITY MGR PEDERSON
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 24, 2014, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

ADDITIONS/DELETIONS

The City Manager asked that Item VII(F), Approving Lease and Revolving Loan Credit Agreement with Genova Products, Inc., for the Property Located at 3400 Commissioner Drive be removed from the agenda. Commission concurred.

UPDATE ON LOWER TOWN ARTS & MUSIC FESTIVAL

Co-chairs of the Lower Town Arts & Music Festival Michael and Victoria Terra thanked the Commission for its support and sponsorship for another successful event. This year's event was Friday and Saturday only.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the June 10, 2014, City Commission meeting be waived and that the Minutes of said meetings prepared by the City Clerk be approved as written.

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

APPOINTMENTS

PADUCAH-McCRACKEN COUNTY SENIOR CITIZENS BOARD

Mayor Kaler made the following appointment and reappointment: "Whereas, subject to the approval of the Board of Commissioners, I hereby appoint Melody LeCornu to the Paducah-McCracken County Senior Citizens Board to replace Sadona Withrow Gray whose term has expired. This term shall expire June 30, 2017; and

Whereas, subject to the approval of the Board of Commissioners, I hereby reappoint Sherline Holland Cooper and Jay M. Collins to the Paducah-McCracken County Senior Citizens Board. These terms shall expire June 30, 2017.

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the action of Mayor Kaler in appointing Melody LeCornu and reappointing Sherline Holland-Cooper and Jay Collins as members of the Paducah-McCracken County Senior Citizens Board.

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

MOTIONS

R & F DOCUMENTS

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the following bids and documents be received and filed:

1. Certificate of Liability Insurance for Hayden Construction Company
2. Right of Way Bond for S.C. Development, LLC.
3. Deed of Conveyance for 3400 Olivet Church Road for the Olivet Church Road Improvement Project (MO # 1775)
4. Quitclaim Deeds for the closing of a portion of Ridgewood Street between Topeka Avenue and Olympia Avenue (ORD 2014-05-8148)
 - a. Charles & Linda Hayden
 - b. David & Kristie Stuber
 - c. Ron & Shirley Hagan
 - d. Higdon Development, Inc.
5. Commissioner's Deeds:
 - a. 433-435 North 4th Street
 - b. 1115 North 12th Street
 - c. 151 Clements Street
6. Contracts/Agreements:
 - a. Change Order # 1 with A&K Construction for the TeleTech Call Center Project (ORD # 2014-06-8152)

- b. Agreement with Youngblood Excavating & Contracting, LLC for Noble Park Lake Bank Stabilization Project (ORD # 2014-06-8149)
7. Official Statement for the 2010 Build America Bond GOB as refinanced in May 2014 – Series 2014A (ORD # 2014-05-8144)
8. Paducah Water Works Financial Highlights and Balance Sheets for May & June 2014

BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT

FIRE STATION #1 GENERATOR PROJECT

1. Nichols Electric Co., LLC *
2. Story Electrical Service, Inc.

PROPOSALS FOR PLANNING DEPARTMENT

433-435 NORTH 4TH STREET

1. Martin & Crystal Troutt
2. ETC Development, LLC **

* denotes winning bid

** denotes recommended proposal

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

DISCUSSION OF PROPOSALS SUBMITTED FOR 433-435 NORTH 4TH STREET

Planning Director Steve Ervin presented a summary of two proposals received for development of 433-435 North 4th Street. Details are as follows in an excerpt from the City Commission Meeting Highlights prepared by Public Information Officer Pam Spencer.

Approval of Sale of Property Located at 433-435 North 4th Street

Earlier this month the City published a request for proposals (RFP) for the city-owned surplus property located at 433-435 North 4th Street in Paducah's Historical Neighborhood Zone (H-2 Zone). The City acquired this property in February at a Master Commissioner's Sale. The two-story 3744 square-foot brick structure built around 1867 originally was a four unit rental home, but recently, it had been converted into eight apartments. The structure needs significant repairs, and the City has approval from HARC (Historic & Architectural Review Commission) for demolition. In the RFP process, two proposals were submitted. Planning Director Steve Ervin provided an overview of the two proposals. Chad Beyer of ETC Development, LLC submitted a bid offering \$1000 for the property. He proposed to invest \$275,000 to renovate the structure into four apartments while preserving the historical integrity of the building. The other proposal is from Martin and Crystal Troutt. They submitted a bid offering \$1 for the property and propose to demolish the building. After demolition, they would invest \$254,000 in the construction of Troutt General Store and Market. They also are interested in acquiring the adjacent lot at 427 North 4th Street. Ervin says both proposals are solid. After discussion, the Commission approved a municipal order with a split vote (Mayor Gayle Kaler and Commissioner Allan Rhodes voting no) to accept the proposal by Martin and Crystal Troutt for the demolition of the building and the construction of a general store. Mayor Kaler says, "We have two great offers here. I feel it's important to keep the historic structure." Commissioner Sandra Wilson says, "I generally don't like to tear down buildings, but what you (Martin and Crystal Troutt) propose would be such a benefit." Martin Troutt says they researched the option of converting the structure into the store, but the rehabilitation did not appear to be feasible.

MUNICIPAL ORDERS

APPROVE SALE OF PROPERTY LOCATED AT 433-435 NORTH 4TH STREET TO THE TROUTTS

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF MARTIN AND CRYSTAL TROUTT IN THE AMOUNT OF \$1 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 433-435 NORTH 4TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED FOR SAME." be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault and Commissioner Wilson (3), Nays, Commissioner Rhodes and Mayor Kaler (2). M.O. 1778: BK 9

APPROVE SALE OF PROPERTY LOCATED AT 433-535 NORTH 4TH STREET TO ETC DEVELOPMENT (LOST ON CALL OF THE ROLL)

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF ETC DEVELOPMENT IN THE AMOUNT OF \$1,000 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 433-435 NORTH 4TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED FOR SAME," be adopted.

LOST on call of the roll, nays, Commissioners Abraham, Gault and Wilson (3). Yeas, on call of the roll, Commissioner Rhodes and Mayor Kaler (2).

KOHS 2014 PADUCAH POLICE DEPT. EMERGENCY GENERATOR PROJECT

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR FUNDS IN THE AMOUNT OF \$75,000, FOR THE PADUCAH POLICE DEPARTMENT EMERGENCY GENERATOR PROJECT," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). M.O. 1779; BK 9

AUTHORIZING ADVERTISEMENT FOR SALE OF REFUNDING/REFINANCING BOND 2014B FOR POLICE AND FIRE FIGHTER PENSION FUND UNFUNDED LIABILITY

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "MUNICIPAL ORDER APPROVING THE ADVERTISEMENT FOR BID AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B (POLIC AND FIREFIGHTERS PENSION PLAN) IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$4,230,000," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). M.O. 1780; BK 9

APPROVE FY2015 POSITION AND PAY SCHEDULE TABLE

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ADOPTING THE FY2014-2015 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). M.O. 1781; BK 9

ORDINANCES – ADOPTION

APPROVE FY2015 BUDGET

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2014, THROUGH JUNE 30, 2015, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT." This ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2014, through June 30, 2015, by estimating revenues and resources and appropriating funds for the operation of City Government at \$67,858,315, and summarized by fund as follows:

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$33,185,160
MAP	1,639,200
INVESTMENT	5,312,390

CDBG	1,250,000
E911	1,684,035
COURT AWARDS	25,750
DEBT	3,173,080
CIP	7,664,250
SOLID WASTE	4,912,565
CIVIC CENTER	81,725
RENTAL	134,920
RADIO DEPR	126,940
FLEET	545,905
FLEET TRUST	1,824,200
SELF INSURANCE	1,020,495
HEALTH INS	3,771,700
AEPF/PFPF/TRSTS	<u>1,506,500</u>
	<u>\$67,858,815</u>

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2014-6-8155: BK 33

AUTHORIZE PAYMENT TO PRECISION MACHINES FOR THE REPAIR OF PUMP NUMBER 2 LOCATED AT FLOODWALL PUMP STATION NUMBER 2 AT 1416 NORTH 6TH STREET

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY FOR THE EMERGENCY REPAIR/TOTAL RECONSTRUCTION WORK TO THE NUMBER 2 PUMP LOCATED AT FLOODWALL STATION #2, 1416 NORTH 6TH STREET AND TRANSFER FUNDS IN THE AMOUNT OF \$134,673.00 FROM VARIOUS ACCOUNTS FOR PAYMENT." This ordinance is summarized as follows: The Finance Director is hereby authorized to pay Precision Machine, Inc., in the amount of \$134,673.00 for the emergency repair/reconstruction of the Number 2 Pump located at Floodwall Station#2, 1416 North 6th Street. Furthermore, the Finance Director shall transfer funds from the accounts listed below to the Floodwall Repairs/Upkeep Property/Plant Account for the payment authorized :

- \$ 50,000 from the Commission Contingency
- \$ 23,500 from the Administrative Contingency
- \$ 61,173 from the Engineering-Public Works residual operational accounts
- \$134,673 = Total Funds to be Transferred

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2014-6-8156: BK 33

CONTRACT FOR SERVICES WITH PADUCAH-McCRACKEN COUNTY CONVENTION AND VISITORS BUREAU

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE PADUCAH-McCRACKEN COUNTY CONVENTION AND VISITORS BUREAU FOR SPECIFIC SERVICES." This ordinance is summarized as follows: The Mayor is hereby authorized to execute a contract with the Paducah-McCracken County Convention and Visitors Bureau in the amount of \$25,000 to be used for

marketing and promoting events and venues related to the 2014 American Quilters Society Show. This contract shall expire June 30, 2014.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaier (5). ORD.#2014-6-8157; BK 33

ORDINANCES – INTRODUCTION

2005 POLICE & FIRE FIGHTER PENSION BOND REFINANCING

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION REFUNDING BONDS SERIES 2014B (POLICE AND FIREFIGHTERS PENSION PLAN) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,230,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE SIZE OF SAID BONDS BY UP TO \$425,000), FOR THE PURPOSE OF REFUNDING IN ADVANCE OF MATURITY A PORTION OF THE OUTSTANDING CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION BONDS (POLICE AND FIREFIGHTERS PENSION PLAN), SERIES 2005; AUTHORIZING AND APPROVING THE ENGAGEMENT OF THE FINANCIAL ADVISOR AND BOND COUNSEL IN CONNECTION WITH THE ISSUANCE AND SALE OF THE BONDS; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING FILINGS WITH THE STATE LOCAL DEBT OFFICER AND DEPARTMENT FOR LOCAL GOVERNMENT; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BID OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES". This ordinance is summarized as follows: This Ordinance authorizes the issuance of general obligation refunding bonds designated as Series 2014B in the approximate principal amount of \$4,230,000 (the "Bonds") by the City of Paducah, Kentucky (the "City"). The Bonds are to be issued for the purpose of refunding in advance of maturity a portion of the outstanding City of Paducah, Kentucky Taxable General Obligation Bonds (Police and Firefighters Pension Plan), Series 2005 (the "Prior Bonds"), the proceeds of which were used to fund unfunded liabilities in the City's police and firefighters pension fund the "Pension Fund"). Provisions are made in the Ordinance for the payment of the Bonds and the security therefor: for the application of the proceeds of the Bonds; for the establishment of a Bond Payment Fund; for the maintenance of the previously established sinking fund; and for certain covenants of the City with respect to the Bonds. The Bonds are to be sold at public, competitive sale, and shall mature, or be subject to mandatory sinking fund redemption, in varying amounts on November 1 of each of the years 2014 through 2025. The Bonds pledge the full faith and credit of the City and provision is made for the collection of a tax to pay the principal of, and interest on the Bonds, subject to certain credits, as provided in Section 8 of the Ordinance. As required by KRS 83A.060, the following Section 7 of the Ordinance is set forth in its entirety:

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

INDUSTRIAL BUILDING REVENUE BOND FOR THE CONSTRUCTION OF THE HOTEL

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE

ISSUANCE OF UP TO \$10,500,000 INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2014 (PADUCAH CONVENTION HOTEL, LLC PROJECT) OF THE CITY OF PADUCAH, KENTUCKY, THE PROCEEDS OF WHICH SHALL BE USED TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF AN INDUSTRIAL BUILDING SUITABLE FOR USE AS A HOTEL, TOGETHER WITH ALL RELATED AND SUBORDINATE FACILITIES NECESSARY TO THE OPERATION THEREOF, TO BE LOCATED WITHIN THE CITY OF PADUCAH, KENTUCKY, AND LEASED TO PADUCAH CONVENTION HOTEL, LLC; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING A LEASE AGREEMENT APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE SUCH BONDS; AUTHORIZING A BOND PURCHASE AGREEMENT, MORTGAGE, PAYMENT IN LIEU OF TAXES AGREEMENT AND ASSIGNMENTS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS." This ordinance is summarized as follows: This Ordinance (the "Ordinance") authorizes the issuance of Industrial Building Revenue Bonds, Series 2014 (Paducah Convention Hotel, LLC Project), in an aggregate principal amount not to exceed \$10,500,000 to finance the costs of the acquisition, construction, installation and equipping of a building suitable for use as a hotel, to be located within the City of Paducah, Kentucky and to be leased to Paducah Convention Hotel, LLC (the "Lessee"), a Kentucky limited liability company, pursuant to an Agreement of Lease (the "Agreement"). The Bonds are being issued under Chapter 103 of the Kentucky Revised Statutes, and are to be retired, directly or indirectly, from the lease payments to be made by the Lessee pursuant to the Agreement. This Ordinance also authorizes the execution on behalf of the City of the various financing documents involved in the transaction, including the Agreement, the Bond Purchase Agreement, a Payment in Lieu of Taxes Agreement, Assignments, a Mortgage and assignments in substantially the forms submitted to the Board of Commissioners. A copy of the Ordinance and of the form of the basic documents for such transaction will be on file in the office of the City Clerk.

The Bonds are to be retired from the lease payments to be made by the Lessee pursuant to the Agreement AND, PURSUANT TO SECTIONS 103.200 TO 103.285 OF THE KENTUCKY REVISED STATUTES, THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY OF PADUCAH, KENTUCKY WITHIN THE MEANING OF THE CONSTITUTION OF THE COMMONWEALTH OF KENTUCKY

2014-2015 KY HOUSEHOLD HAZARDOUS WASTE GRANT AWARD

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2014-2015 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT, AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY, AND ALL DOCUMENTS RELATING THERETO". This ordinance is summarized as follows: The City of Paducah hereby accepts matching grant funds in the amount of \$26,800 through the Kentucky Division of Waste Management for a 2014-2015 Household Hazardous Waste Grant to fund disposal services and an educational outreach program for the 2015 Annual City/County Clean-Up Day and authorizes the Mayor to execute a grant agreement, an Interlocal Agreement with McCracken County, and all documents relating thereto. A local match of \$14,637.50 is required from the City and County contributing \$7,318.75 each, through cash and/or in-kind contributions.

AUTHORIZE AN AGREEMENT WITH SHAWNEE PROFESSIONAL SERVICES FOR ENGINEERING SERVICES FOR OLIVET CHURCH ROAD IMPROVEMENT PROJECT

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$52,000 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO UPDATING THE UTILITY AND ROADWAY PLANS FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT." This ordinance is summarized as follows: That the Mayor of the City of Paducah is hereby authorized to execute an Engineering Service Agreement with Shawnee Professional Services in an amount not to exceed \$52,000 for updating of the Utility and Roadway plans for the Olivet Church Road Improvement Project.

AUTHORIZE A CONTRACT WITH NICHOLS ELECTRIC CO. FOR THE FIRE STATION NO.1 GENERATOR PROJECT

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF NICHOLS ELECTRIC CO., LLC FOR THE PURCHASE OF A NEW EMERGENCY GENERATOR TO BE INSTALLED AT FIRE STATION NO. 1, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAME." This ordinance is summarized as follows: That the City of Paducah accepts the bid of Nichols Electric Co., LLC in the amount of \$33,900, for the purchase of a new emergency generator to be installed at Fire Station No. 1, and authorizing the Mayor to execute an agreement for same.

CITY MANAGER REPORT

Mr. Pederson:

- Asked for a Called Meeting of the Board to be scheduled on June 30 to consider the Lease Agreement with Genova Products
- Gave a report on the E-911 board meeting held today. Kentucky State Police Post 1 gave a presentation to the E-911 Board to take over dispatch services. The City and County will gather more information and provide it to the Kentucky State Police so they can provide a cost estimate. The E-911 Board also approved a proposal by Police Chief Bamhill that Police Captain David White serve as the Interim 911 Director.

MAYOR & COMMISSIONER COMMENTS

Commissioner Abraham asked several questions about the Paducah Power System cost adjustment.

PUBLIC COMMENTS

Ron Ward spoke about his concerns regarding the power cost adjustment placed upon the customers of Paducah Power System.

Upon motion the meeting adjourned.

ADOPTED: July 22, 2014

City Clerk

Mayor

JUNE 30, 2014

At a Called Meeting of the Board of Commissioners, held on Monday, June 30, 2014, at 4:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Wilson and Mayor Kaler (3). Commissioners Abraham and Rhodes were absent (2).

MOTIONS

R & F CALLED MEETING NOTICE

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Notices of Called Meeting for Monday, June 30, 2014, be received and filed.

Adopted on call of the roll, yeas, Commissioners Gault, Wilson, and Mayor Kaler (3).

EXECUTIVE SESSION

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

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

Adopted on call of the roll, yeas, Commissioners Gault, Wilson and Mayor Kaler (3).

OPEN SESSION

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Board reconvene in open session.

Adopted on call of the roll, yeas, Commissioners Gault, Wilson and Mayor Kaler (3).

ORDINANCE – INTRODUCTION

APPROVE LEASE AGREEMENT WITH GENOVA FOR 5400 COMMERCE DRIVE

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A LEASE AGREEMENT AMONG THE CITY OF PADUCAH, MCCrackEN COUNTY, AND GENOVA PRODUCTIONS, INC., WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE LEASE AGREEMENT AND OTHER DOCUMENTS RELATED THERETO." This ordinance is summarized as follows: In this Ordinance the City of Paducah ("City") approves the leasing of property located at 5400 Commerce Drive, Paducah, Kentucky to Genova Productions, Inc., pursuant to a Lease Agreement dated June 30, 2014, by and between County of McCracken, City of Paducah and Genova Productions, Inc. This Ordinance further authorizes the Mayor of the City of Paducah, Kentucky, to execute and deliver all documents necessary to consummate the transaction.

ADOPTED: July 22, 2014

General Government Administrative Assistant

City Clerk

Mayor

July 1, 2014

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 1, 2014, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Wilson and Mayor Kaler (4). Commissioner Rhodes was absent (1).

INVOCATION

Lance Denee' gave the invocation.

PLEDGE OF ALLEGIANCE

Meg Hancock, Paducah Tilghman High School Sophomore, led the pledge.

PATRIOTIC POEM

Meg Hancock, read "The New Colossus" by American Poet Emma Lazarus. The poem is engraved on a plaque mounted inside the lower level of the Statue of Liberty. It was read in honor of the 4th of July holiday.

ORDINANCES – ADOPTION

2005 POLICE & FIRE FIGHTER PENSION BOND REFINANCING

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION REFUNDING BONDS SERIES 2014B (POLICE AND FIREFIGHTERS PENSION PLAN) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,230,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE SIZE OF SAID BONDS BY UP TO \$425,000), FOR THE PURPOSE OF REFUNDING IN ADVANCE OF MATURITY A PORTION OF THE OUTSTANDING CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION BONDS (POLICE AND FIREFIGHTERS PENSION PLAN), SERIES 2005; AUTHORIZING AND APPROVING THE ENGAGEMENT OF THE FINANCIAL ADVISOR AND BOND COUNSEL IN CONNECTION WITH THE ISSUANCE AND SALE OF THE BONDS; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING FILINGS WITH THE STATE LOCAL DEBT OFFICER AND DEPARTMENT FOR LOCAL GOVERNMENT; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BID OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES".

This ordinance is summarized as follows: This Ordinance authorizes the issuance of general obligation refunding bonds designated as Series 2014B in the approximate principal amount of \$4,230,000 (the "Bonds") by the City of Paducah, Kentucky (the "City"). The Bonds are to be issued for the purpose of refunding in advance of maturity a portion of the outstanding City of Paducah, Kentucky Taxable General Obligation Bonds (Police and Firefighters Pension Plan), Series 2005 (the "Prior Bonds"), the proceeds of which were used to fund unfunded liabilities in the City's police and firefighters pension fund the "Pension Fund"). Provisions are made in the Ordinance for the payment of the Bonds and the security therefor; for the application of the proceeds of the Bonds; for the establishment of a Bond Payment Fund; for the maintenance of the previously established sinking fund; and for certain covenants of the City with respect to the

July 1, 2014

Bonds. The Bonds are to be sold at public, competitive sale, and shall mature, or be subject to mandatory sinking fund redemption, in varying amounts on November 1 of each of the years 2014 through 2025. The Bonds pledge the full faith and credit of the City and provision is made for the collection of a tax to pay the principal of, and interest on the Bonds, subject to certain credits, as provided in Section 8 of the Ordinance. As required by KRS 83A.060, the following Section 7 of the Ordinance is set forth in its entirety:

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

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler.
ORD.#2014-7-8158; BK 34

2014-2015 KY HOUSEHOLD HAZARDOUS WASTE GRANT AWARD

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2014-2015 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT, AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY, AND ALL DOCUMENTS RELATING THERETO". This ordinance is summarized as follows: The City of Paducah hereby accepts matching grant funds in the amount of \$26,800 through the Kentucky Division of Waste Management for a 2014-2015 Household Hazardous Waste Grant to fund disposal services and an educational outreach program for the 2015 Annual City/County Clean-Up Day and authorizes the Mayor to execute a grant agreement, an Interlocal Agreement with McCracken County, and all documents relating thereto. A local match of \$14,637.50 is required from the City and County contributing \$7,318.75 each, through cash and/or in-kind contributions.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler.
ORD.#2014-7-8159; BK 34

AUTHORIZE AN AGREEMENT WITH SHAWNEE PROFESSIONAL SERVICES FOR ENGINEERING SERVICES FOR OLIVET CHURCH ROAD IMPROVEMENT PROJECT

July 1, 2014

Commissioner Wilson offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$52,000 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO UPDATING THE UTILITY AND ROADWAY PLANS FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT." This ordinance is summarized as follows: That the Mayor of the City of Paducah is hereby authorized to execute an Engineering Service Agreement with Shawnee Professional Services in an amount not to exceed \$52,000 for updating of the Utility and Roadway plans for the Olivet Church Road Improvement Project.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler.
ORD.#2014-7-8160; BK 34

AUTHORIZE A CONTRACT WITH NICHOLS ELECTRIC CO. FOR THE FIRE STATION NO.1 GENERATOR PROJECT

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF NICHOLS ELECTRIC CO., LLC FOR THE PURCHASE OF A NEW EMERGENCY GENERATOR TO BE INSTALLED AT FIRE STATION NO. 1, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAME." This ordinance is summarized as follows: That the City of Paducah accepts the bid of Nichols Electric Co., LLC in the amount of \$83,900, for the purchase of a new emergency generator to be installed at Fire Station No. 1, and authorizing the Mayor to execute an agreement for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler.
ORD.#2014-7-8161; BK 34

APPROVE LEASE AGREEMENT WITH GENOVA

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A LEASE AGREEMENT AMONG THE CITY OF PADUCAH, MCCrackEN COUNTY, AND GENOVA PRODUCTIONS, INC., WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE LEASE AGREEMENT AND OTHER DOCUMENTS RELATED THERETO." This ordinance is summarized as follows: In this Ordinance the City of Paducah ("City") approves the leasing of property located at 5400 Commerce Drive, Paducah, Kentucky to Genova Productions, Inc., pursuant to a Lease Agreement dated June 30, 2014, by and between County of McCracken, City of Paducah and Genova Productions, Inc. This Ordinance further authorizes the Mayor of the City of Paducah, Kentucky, to execute and deliver all documents necessary to consummate the transaction. ORD.#2014-7-8162; BK 34

ORDINANCE – INTRODUCTION

REIMBURSEMENT AGREEMENT WITH PADUCAH WATER FOR THE OLIVET CHURCH ROADWAY WATER CONSTRUCTION EXPENSES

Commissioner Wilson offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT WITH PADUCAH WATER FOR THE WATER CONSTRUCTION RELATED TO THE OLIVET CHURCH ROAD

July 1, 2014

ROADWAY IMPROVEMENT PROJECT AND AUTHORIZES THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE GENERAL FUND FUND RESERVE (UNAPPROPRIATED AND UNDESIGNATED) ACCOUNT.” This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Mayor to execute a reimbursement agreement between Paducah Water and the City of Paducah, Kentucky, for reimbursement for actual labor and materials necessary for water construction to complete the Olivet Church Road Roadway Improvement Project at the estimated cost of \$460,000.00. In the event the total invoice amount exceeds the estimated amount required to complete said project, the City hereby authorizes the Finance Director to issue payment for the actual total costs to Paducah Water. Additionally, the Finance Director is authorized to transfer funds in an amount not to exceed \$127,000 from the General Fund fund reserve (unappropriated and undesignated) account to the Olivet Church Roadway Project account.

CITY MANAGER REPORT

The City Manager asked Paducah Riverfront Development Authority Executive Director Steve Doolittle to give an update on the hotel development activities.

MAYOR & COMMISSIONER COMMENTS

Mayor Kaler attended a reception in honor of Richard Roof. He has served as Barkley Regional Airport manager for 40 years.

Commissioner Wilson reminded everyone that the new boat launch at 6th and Burnett Streets is open and encouraged boaters to use this holiday weekend.

PUBLIC COMMENTS

Lois Hester, of 2127 Madison Street addressed the Commission about flooding on Madison Street. Commissioner Gault offered to get her in contact with Paducah-McCracken County Joint Sewer Agency to see if there is an issue that can be addressed. City Engineer Rick Murphy assured her that the Engineering-Public Works would pick up the extra trash she put out at no extra charge.

Upon motion the meeting adjourned.

ADOPTED: July 22, 2014

City Clerk

Mayor

July 15, 2014

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 15, 2014, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

INVOCATION

Father Brandon Williams, Assistant Pastor at St. Thomas More Church, gave the invocation.

APPOINTMENTS

CIVIC BEAUTIFICATION BOARD

Mayor Kaler made the following reappointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Carol Vanderboegh, Dabney Haugh, Dianne Bedwell, and Alberta Davis as members of the Civic Beautification Board. These terms will expire July 1, 2018."

Commissioner Abraham offered motion, seconded by Commissioner Gault, that that the Board of Commissioners approve the action of Mayor Kaler in reappointing Carol Vanderboegh, Dabney Haugh, Dianne Bedwell, and Alberta Davis as members of the Civic Beautification Board.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler.

PADUCAH HUMAN RIGHTS COMMISSION

Mayor Kaler made the following reappointments: "WHEREAS, I move that the Board of Commissioners reappoint Leslie Page, Craig Newbern, and Matthew Schultz as members of the Paducah Human Rights Commission. These terms will expire July 24, 2017."

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the recommendation of Mayor Kaler in appointing, Leslie Page, Craig Newbern and Matthew Schultz as members of the Paducah Human Rights Commission.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler.

MUNICIPAL ORDERS

PERSONNEL ACTIONS

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

(SEE MUNICIPAL ORDER BOOK)

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

AUTHORIZE TERMINATION OF LEASE, CONTRACT AND OPTION WITH INFINITI FOR 5400 COMMERCE DRIVE

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF TERMINATION OF CONTRACT, LEASE AND OPTION BY AND BETWEEN CITY OF PADUCAH, KENTUCKY, COUNTY OF MCCrackEN, KENTUCKY, AND PADUCAH MCCrackEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, DATED JUNE 1, 2004, AND AMENDED JUNE 27, 2006," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO.#1782: BK 9

ORDINANCE – ADOPTION

REIMBURSEMENT AGREEMENT WITH PADUCAH WATER FOR THE OLIVET CHURCH ROADWAY WATER CONSTRUCTION EXPENSES

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT WITH PADUCAH WATER

FOR THE WATER CONSTRUCTION RELATED TO THE OLIVET CHURCH ROAD ROADWAY IMPROVEMENT PROJECT AND AUTHORIZES THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE GENERAL FUND FUND RESERVE (UNAPPROPRIATED AND UNDESIGNATED) ACCOUNT.” This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Mayor to execute a reimbursement agreement between Paducah Water and the City of Paducah, Kentucky, for reimbursement for actual labor and materials necessary for water construction to complete the Olivet Church Road Roadway Improvement Project at the estimated cost of \$460,000.00. In the event the total invoice amount exceeds the estimated amount required to complete said project, the City hereby authorizes the Finance Director to issue payment for the actual total costs to Paducah Water. Additionally, the Finance Director is authorized to transfer funds in an amount not to exceed \$127,000 from the General Fund fund reserve (unappropriated and undesignated) account to the Olivet Church Roadway Project account.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2014-7-8163; BK 34

ORDINANCE – INTRODUCTION

ACCEPT 2014-2015 LAW ENFORCEMENT SERVICE FEE GRANT AWARD

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH ACCEPTING A 2014/2015 LAW ENFORCEMENT SERVICE FEE GRANT AWARD FOR DUI ENFORCEMENT BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET.” This ordinance is summarized as follows: ~~That~~ the City of Paducah hereby accepts grant funds in the amount of \$8,271 through the Kentucky Justice and Public Safety Cabinet for a 2014/2015 Law Enforcement Service Fee Grant Award to be used by the Paducah Police Department for DUI Enforcement and hereby authorizes the Mayor to execute a Grant Agreement and all documents relating thereto.

CITY MANAGER REPORT

PRDA Executive Director Steve Doolittle and City Engineer Rick Murphy gave updates on the following projects: Noble Park Lake Bank Stabilization Project, Greenway Trail work on the construction of the underpass, Boat Launch at 6th and Burnett Streets and the Riverfront development areas. **For more details, see the excerpt from the City Commission Highlights prepared by Public Information Officer Pam Spencer.**

MAYOR & COMMISSIONER COMMENTS

Commissioner Abraham:

- Expressed his concerns for illegal activities that are going on in Langstaff Park aka Betsy Ross Park. He asked the Police Chief to check into that area because he is also concerned for the safety of the residents in the area of the park.
- He reported he toured the VMV Paducahbilt railroad facility located at 1300 Kentucky Avenue. It was a wonderful tour. The company is doing an amazing job and are working on over 1million hours of no accidents. The company employs about 200 people.
- Led a discussion among the Commission about the floodwall murals and the process of how the artists are chosen to maintain the murals that were originally painted by Robert Dafford and team. After further discussion it was the direction of the City Commission for the City Manager to get a legal opinion to find out if the murals can be painted by artists chosen by the City because the City owns the murals or if only Dafford trained artists can be the only artists chosen to maintain the murals.

Mayor Kaler:

- Mentioned the ribbon cutting held today at the new TeleTech property that will be opening in the Paducah Commerce Park formerly known as the Paducah Information Age Park.

PUBLIC COMMENTS

Gary Vanderboegh invited the Commission to attend the Division of Energy Advisory Board Town Meeting held on Thursday, July 17th at the Cherry Civic Center from 1:00 to 3:00 p.m.

Upon motion the meeting adjourned.

ADOPTED: July 22, 2014

City Clerk

Mayor

An excerpt from the City Commission Meeting Highlights prepared by Pam Spencer, Public Information Officer

Project Updates

City Engineer-Public Works Director Rick Murphy and Paducah Riverfront Development Authority (PRDA) Executive Director Steve Doolittle provided updates on several City projects.

- Noble Park Lake Bank Stabilization – The project began July 7. Noble Park Lake has been lowered to gain access to the shoreline and the remnants of Duck Island. With the lowering of the lake, it has been revealed that Duck Island has a concrete shoreline protection area around it. The lake elevation was raised in 1994 to support more aquatic life. The City is now reviewing alternate options for Duck Island due to the concrete structure.
- Greenway Trail Underpass – Work is on schedule for the construction of the Greenway Trail underpass at U.S. 45.
- Ohio River Boat Launch – Signs have been installed at the Ohio River Boat Launch facility located at North 6th and Burnett Streets to deter people from parking on the entry road and on the boat launch itself. Fishing is allowed at the Boat Launch but anglers are asked to fish from the river bank and not from the boat launch ramp or dock since those areas are provided for the loading and unloading of boats. Power poles have been installed at the facility with lighting and security cameras to be installed soon.
- Riverfront Project – An engineering contract will be introduced at the next Commission meeting to provide engineering services to prepare specifications and bid documents for the next construction phase of the Riverfront Project incorporating recommendations from PRDA. At the April 15, 2014 City Commission Meeting, PRDA Chairman Bruce Brockenborough provided the Commission with PRDA's project recommendations. In September 2013, PRDA was given the assignment to review the project elements. After holding 10 meetings the PRDA Board decided that the project should be completed to the desired elevation but some items should be eliminated from the project with other items either reduced in scope or delayed in their implementation. Currently, much of the rock base and 12 steel pilings have been installed for the project.
- Former Executive Inn Site – PRDA will be receiving a proposal from an urban planning company called RATIO regarding a master plan for the remaining six acres of the former Executive Inn site. A portion of the former Executive Inn site will be parking for the new Hilton Garden Inn. However, approximately six acres is undeveloped between the hotel parking and the Riverfront Project.

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

Appointment

Reappointment

Joint Appointment

Joint Reappointment

NAME: Jim Smart

NAME OF BOARD OR COMMISSION: _____

Paducah McCracken County Joint Sewer Agency

DATE TO BE PLACED ON AGENDA: July 22, 2014

EXPIRATION OF TERM DATE: June 30, 2018

APPOINTEE'S HOME ADDRESS:

Street: 223 North 9th Street

City/Zip: Paducah, KY 42001

Phone: (270) 534-3119

Email Address: _____

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

Thank you

Resigned

ADDRESS: _____

Term Expired

Other (explain)

City/Zip: _____

Appointee Confirmation: Date: June 2014 By: Gayle Kaler

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment

Joint Appointment **NAME:** Jipaum Askew-Robinson

Joint Reappointment
NAME OF BOARD OR COMMISSION: _____

Municipal Housing Authority

DATE TO BE PLACED ON AGENDA: JULY 22, 2014

EXPIRATION OF TERM DATE: JULY 22, 2018

APPOINTEE'S HOME ADDRESS:

Street: 351 Ashbrook Avenue

City/Zip: Paducah, KY

Phone: _____

Email Address: jaskewgibson0001@ketcs.edu

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: (270) 534-3420

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 7/10/14 By: Lindsay Parish

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

**APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment **NAME:** David Mast
- Joint Reappointment

NAME OF BOARD OR COMMISSION: _____
Paducah-McCracken County Riverport Authority

DATE TO BE PLACED ON AGENDA: JULY 22, 2014

EXPIRATION OF TERM DATE: SEPTEMBER 26, 2017

APPOINTEE'S HOME ADDRESS:

Street: 2425 Johnna Lane
City/Zip: West Paducah, KY 42086
Phone: 270-994-2544
Email Address: davidmast@comcast.net

Appointee's Business Name: _____

Address: _____
City/Zip: _____
Phone: _____

TO REPLACE ON BOARD: Greg Menke

- Thank you
- Resigned

ADDRESS: 111 Kentucky Ave.

- Term Expired
- Other (explain)

City/Zip: Paducah, KY 42003

Appointee Confirmation: Date: 7/18/14 By: Ken Canter

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

JULY 22, 2014

I move that the following documents be received and filed:

DOCUMENTS

1. Notices of Cancellation For the City of Paducah Board of Commissioners Meetings for June 17, 2014 and July 8, 2014
2. Certificate of Liability Insurance and Right of Way Bond for Hays Backhoe and Concrete
3. Performance Bond for Youngblood Excavating Contracting, LLC for the Noble Park Lake Bank Stabilization Project (ORD # 2014-06-8149)
4. Quitclaim Deed for 228 South 17th Street with George Vollmer
5. Commissioner's Deed for 625 George Street
6. Contracts For Services
 - a. Paducah Concert Band (City Manager Approval)
 - b. Paducah-McCracken County Convention & Visitors Bureau (ORD # 2014-6-8157)
7. Contracts/Agreements:
 - a. Change in Terms Agreement with Banterra Bank for revolving line of credit for Fountain Avenue and Lower Town Neighborhood Revitalization Project (ORD # 2014-05-8143)
 - b. Engineering-Public Works Department One-Year Renewal Agreement with Bluegrass Fire Equipment Company, Inc. for the Structural Firefighting Turnout Gear for use by the City of Paducah Fire Department (ORD # 2013-03-8017)
 - c. Memorandum of Understanding with Genova Products and G.P.E.D.C., Inc. for 5400 Commerce Drive (ORD # 2014-07-8162)
 - d. Contract with T & T Cleaning for event set-up and cleaning services at the Robert Cherry Civic Center (City Manager Approval)
 - e. Agreement with Shawnee Professional Services for the Olivet Church Road Improvement Project (ORD # 2014-07-8160)
 - f. Agreement with Nichols Electric Company, LLC for the Fire Station #1 Generator Project (ORD # 2014-07-8161)
 - g. 2014-2015 KY Pride Fund Household Hazardous Waste Management Grant Agreement (ORD # 2014-07-8159)

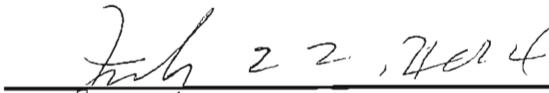
- h. Financial Advisor Agreement with Raymond James & Associates, Inc. for the Police and Firefighters Pension Plan (ORD # 2014-07-8158)
- 8. Commonwealth of Kentucky Office of the Governor Department for Local Government Recommended Order for KRS 103.210 Bonds for the Paducah Convention Hotel
- 9. Notification from Paducah McCracken County Joint Sewer Agency for the CPI-U Rate Adjustment
- 10. Letter of Engagement for Bond Counsel for approximately \$4,230,000 City of Paducah, Kentucky Taxable General Obligation Refunding Bonds, Series 2014B Police and Firefighters Pension Plan (ORD # 2014-07-8158)
- 11. City of Paducah Human Rights Commission Annual Report 2013

CITY OF PADUCAH
July 22, 2014

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
July 22, 2014

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE ADMINISTRATION</u>					
Davis, Scotty A.	Patrolman \$24.90/Hr	Training Officer \$24.90/Hr	NCS	Non-Ex	August 7, 2014
<u>POLICE OPERATIONS</u>					
Kimbler, Wesley A.	Operations Sergeant \$27.01/Hr	Operations Captain \$31.17/Hr	NCS	Ex	August 1, 2014
Smith, Matthew L.	Detective \$24.90/Hr	Operations Sergeant \$25.16/Hr	NCS	Non-Ex	August 1, 2014
<u>POLICE SUPPORT SERVICES</u>					
Hodges, William J.	Patrolman \$22.23/Hr	Detective \$22.23/Hr	NCS	Non-Ex	August 1, 2014
Johnson, George F.	Operations Sergeant \$26.11/Hr	Detective Captain \$29.56/Hr	NCS	Ex	August 1, 2014
<u>FIRE SUPPRESSION</u>					
Johnson, David M.	Relief Driver \$14.30/Hr	Acting Fire Lieutenant \$15.61/Hr	NCS	Non-Ex	April 20, 2014
Johnson, David M.	Acting Fire Lieutenant \$15.77/Hr	Relief Driver \$14.44/Hr	NCS	Non-Ex	July 20, 2014

TERMINATIONS - FULL-TIME (F/T)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>EPW - STREET</u>			
Broadway, George A.	Equipment Operator	Retirement	August 1, 2014
<u>POLICE OPERATIONS</u>			
Hodgson, Donald G.	Police Captain	Retirement	August 1, 2014
Rose, Kortney E.	Patrol Officer	Resignation	July 21, 2014
<u>FIRE SUPPRESSION</u>			
Tubbs, Daryl L.	Fire Captain	Retirement	August 1, 2014

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2014

Short Title: APPROVING AND AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND REAFFIRMATION AGREEMENT AMONG CITY OF PADUCAH, KENTUCY, MCCRACKEN COUNTY, KENTUCKY, G.P.E.D.C., INC., AND PADUCAH ECONOMIC DEVELOPMENT FOUNDATION, INC., RELATING TO A PUBLIC PROJECT

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Lesa Emmons and Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

The City of Paducah and McCracken County own an industrial building and real estate located at 5400 Commerce Drive, in Paducah, McCracken County, Kentucky. The City and County have determined that it is in the best interest of citizens of the City of Paducah and McCracken County that they lease the Premises to Genova Products, Inc., a Michigan corporation ("Genova") for the purposes of locating, equipping, operating and managing a manufacturing and distribution facility of vinyl building products, and the hiring and maintaining an estimated 125 new full-time employees at the Premises. A Memorandum of Understanding was executed by the respective parties with an effective date of June 29, 2014.

On June 30, 2014, the City and County entered into a lease of the Premises subject to such terms and conditions as set forth in the lease agreement and the MOU. The Lease was entered into by the City in reliance upon certain obligations and liabilities of GPEDC to City and County as set forth in the MOU.

GPEDC now desires to acknowledge and affirm these certain obligations and liabilities to City and County under the MOU and to subsequently assign these certain obligations and liabilities to the Paducah Economic Development Foundation, Inc., a Kentucky not-for-profit-corporation ("PED Foundation"); and PED Foundation is agreeable to accepting this assignment from GPEDC and PED Foundation is further agreeable to affirming and reaffirming these certain obligations and liabilities to City and County

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Attachments: Municipal Order

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE
EXECUTION OF AN ASSIGNMENT AND REAFFIRMATION AGREEMENT
AMONG CITY OF PADUCAH, KENTUCKY, MCCRACKEN COUNTY,
KENTUCKY, G.P.E.D.C., INC., AND PADUCAH ECONOMIC
DEVELOPMENT FOUNDATION, INC., RELATING TO A PUBLIC PROJECT

WHEREAS, City of Paducah ("City") and McCracken County ("County") are the owners of a certain industrial building and real estate located at 5400 Commerce Drive, in Paducah, McCracken County, Kentucky (the "Premises"); and

WHEREAS, City and County have determined that it is in the best interest of citizens of the City of Paducah and McCracken County that they lease the Premises to Genova Products, Inc., a Michigan corporation ("Genova") for the purposes of locating, equipping, operating and managing a manufacturing and distribution facility of vinyl building products, and the hiring and maintaining an estimated 125 new full-time employees at the Premises (the "Project"), all as more particularly set forth in that certain Memorandum of Understanding among G.P.E.D.C., Inc., and Genova relating to the Project, executed by the respective parties thereto with an effective date of June 29, 2014 (the "MOU"); and

WHEREAS, City has determined that the Project will promote the public purposes of City in fostering economic development and promoting the development of a skilled workforce, all to the benefit of the citizens and residents of the city of Paducah; and

WHEREAS, on June 30, 2014, City and County entered into a lease of the Premises subject to such terms and conditions as set forth in the lease agreement and the MOU (the "Lease") and

WHEREAS, the Lease was entered into by City in reliance upon certain obligations and liabilities of GPEDC to City and County as set forth in the MOU; and

WHEREAS, GPEDC now desires to acknowledge and affirm these certain obligations and liabilities to City and County under the MOU and to subsequently assign these certain obligations and liabilities to the Paducah Economic Development Foundation, Inc., a Kentucky not-for-profit-corporation ("PED Foundation"); and PED Foundation is agreeable to accepting this assignment from GPEDC and PED Foundation is further agreeable to affirming and reaffirming these certain obligations and liabilities to City and County; and

WHEREAS, it is beneficial for the City of Paducah to execute this assignment and reaffirmation agreement among City, County, GPEDC, and PED Foundation.

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

Section 1. The Board of Commissioners hereby approves the Assignment and Reaffirmation Agreement among City, County, GPEDC, and PED Foundation in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Assignment and Reaffirmation Agreement for the purposes therein specified, and the execution and delivery of the Assignment and Reaffirmation Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Assignment and Reaffirmation Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Assignment and Reaffirmation Agreement and the MOU.

Section 2. All motions, orders, resolutions and parts thereof in conflict herewith, are hereby repealed to the extent of such conflict, and this Municipal Order shall be effective immediately.

Section 3. This Municipal Order shall be in full force and effect immediately upon its adoption.

INTRODUCED, PUBLICLY READ, AND FINALLY APPROVED on one reading.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, July 22, 2014
Recorded by Tammara S. Sanderson, City Clerk, July 22, 2014
\\mo\agree-genova-assignment & reaffirmation

EXHIBIT A
ASSIGNMENT AND REAFFIRMATION AGREEMENT
See attached

ASSIGNMENT AND REAFFIRMATION AGREEMENT

This is an ASSIGNMENT AND REAFFIRMATION AGREEMENT (this "Agreement") made and entered into this ___ day of July, 2014 (the "Effective Date") among **G.P.E.D.C., INC.**, d/b/a the Greater Paducah Economic Development Council, Inc., a Kentucky not-for-profit-corporation ("GPEDC"), with a principal mailing address of Post Office Box 1155, Paducah, Kentucky 42002-1155; **Paducah Economic Development Foundation, Inc.**, a Kentucky not-for-profit-corporation ("PED"), with a principal mailing address of Post Office Box 1155, Paducah, Kentucky 42002-1155; **MCCRACKEN COUNTY, KENTUCKY** ("County"), with a principal mailing address of 300 South 7th Street, Paducah, Kentucky 42003; and **CITY OF PADUCAH, KENTUCKY** ("City"), with a principal mailing address of Post Office Box 2267, Paducah, Kentucky 42002-2267; (County and City shall collectively be referred to as the "Lessor") (GPEDC, PED, City, and County may collectively be referred to as the "Parties" and singularly be referred to as a "Party");

WITNESSETH:

WHEREAS, capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed thereto as set forth in the lease agreement dated as of June 30, 2014, by and between the Lessor and Genova Products, Inc., a Michigan corporation ("Genova"); and

WHEREAS, the Lessor has a compelling public interest in fostering economic development and promoting the development of a skilled workforce, all to the benefit of the citizens and residents of the city of Paducah and the county of McCracken, Kentucky; and

WHEREAS, the Lessor owns the Building and has determined that it is in the best interest of citizens of the City of Paducah and McCracken County that Lessor rent the Building and the Project Site (collectively, the "Premises") to Genova for the purposes of locating, equipping, operating and managing a manufacturing and distribution facility of vinyl building products, and the hiring and maintaining an estimated 125 new full-time employees at the Premises (the "Project"), all as more particularly set forth in that certain Memorandum of Understanding among GPEDC and Genova relating to the Project, executed by the respective parties thereto with an effective date of June 29, 2014 (a copy of which is attached hereto and made a part hereof as **Exhibit A**) (the "MOU"); and

WHEREAS, the Lessor has determined that the Project will promote the public purpose of the Lessor; and

WHEREAS, on June 30, 2014, the Lessor and Genova entered into a lease of the Premises subject to such terms and conditions as set forth in the lease agreement and the MOU (the "Lease") and

WHEREAS, the Lease was entered into by the Lessor in reliance upon certain obligations and liabilities of GPEDC to Lessor as set forth in the MOU; and

WHEREAS, GPEDC desires to acknowledge and affirm these certain obligations and liabilities to the Lessor and to subsequently assign these certain obligations and liabilities to PED; and PED is agreeable to accepting this assignment from GPEDC and PED is further agreeable to affirming and reaffirming these certain obligations and liabilities to the Lessor; and

Now, THEREFORE, City, County, GPEDC and PED agree to the following:

A. Affirmation of GPEDC and Assignment to PED.

1. Pursuant to this Agreement, GPEDC hereby agrees, acknowledges, affirms and reaffirms its obligations and liabilities to the Lessor under Sections A.2. and A.4. of the MOU (the "Obligations").

2. For valuable consideration, the receipt of which is acknowledged by the parties, GPEDC hereby assigns and transfers unto PED the Obligations.

B. Assumption of Obligations and Liabilities. In consideration of the aforementioned, PED hereby agrees to assume and faithfully perform the Obligations to the Lessor from and after the Effective Date of this Agreement. It is understood and agreed that PED shall be fully bound to the Lessor for the performance of the Obligations in accordance with the terms and conditions of the MOU.

C. Miscellaneous Provisions. This Agreement shall be fully binding upon the parties hereto and their successors and assigns. This Agreement shall be enforceable, exclusively, in the McCracken Circuit Court and the governing law shall be the Commonwealth of Kentucky. Time shall be of the essence with respect to the performance of the Obligations.

D. Effective Date. The effective date of this Agreement shall be July 1, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hands.

**GPEDC:
G.P.E.D.C., Inc.**

By: [Signature]

Title: President PED

Date: 7-16-14

PED:
Paducah Economic Development Foundation, Inc.

By: [Signature]

Title: City Manager

Date: 7-16-14

LESSOR:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Date: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Title: _____

Date: _____

EXHIBIT A

THE MOU

MEMORANDUM OF UNDERSTANDING

This is a MEMORANDUM OF UNDERSTANDING ("MOU") between GENOVA PRODUCTS, INC., ("Company" or "Genova"), with a principal mailing address of Post Office Box 309, Davison, Michigan 48423, and G.P.E.D.C., INC., d/b/a the Greater Paducah Economic Development Council, Inc., a Kentucky not-for-profit-corporation ("GPEDC"), with a principal mailing address of Post Office Box 1155, Paducah, Kentucky 42002-1155. Company and GPEDC may be referred to herein individually as a "Party", and collectively as the "Parties".

Recitals:

WHEREAS, the City of Paducah, Kentucky ("City"), and County of McCracken ("County") hold fee simple title to a certain industrial building and related improvements (the "Building") situated upon a certain tract of real property at 5400 Commerce Drive in Paducah, McCracken County, Kentucky (the "Property"), for industrial development;

WHEREAS, Company proposes to locate, equip, and operate a manufacturing and distribution facility of vinyl building products (the "Project") within the Building and on the Property;

WHEREAS, the Project would have a positive impact on the entire community by stimulating the local economy, expanding the tax base, and reducing unemployment within the boundaries of Paducah, McCracken County, Kentucky;

WHEREAS, GPEDC leadership strongly support the location of the Project in Paducah, McCracken County, Kentucky;

WHEREAS, in order to induce the location, equipping, and operation of the Project by Company on the Property, GPEDC or its assigns has agreed to provide certain economic incentives to Company as provided in this MOU for purposes of defraying the costs of locating and equipping the Project on the Property;

WHEREAS, Company is very interested in pursuing the Project and the Parties wish to enter into this MOU to clearly set forth the framework of a subsequent agreement regarding the location and equipping of the Project and the economic incentives to be provided to partially defray the costs thereof; and

WHEREAS, the Parties intend to work cooperatively to move forward with the Project as set forth in this MOU.

Now, THEREFORE, Company and GPEDC agree to the following:

A. Commitments from Paducah.

1. GPEDC or its assigns agrees to extend a revolving loan to Company for the sole purpose of purchasing trade fixtures, equipment, and fixtures for the Project that enhances its

operations on the Property and creates additional and new job opportunities to Kentucky residents up to the aggregate amount of \$1.1 million, which loan shall be repaid with interest at the rate of 4.5% per annum amortized over a ten (10) year period. Advances up to and not to exceed \$900,000.00 from the revolving loan shall be expressly conditioned upon Company having hired and retained a minimum of 18 new full-time employees ("FTEs") at the Premises/Project Site and upon providing current financial statements. Additional advances from the revolving loan after the aforesaid initial advance of the first \$900,000.00 are expressly conditioned upon Company having hired and retained a minimum of 50 new FTEs and upon providing current financial statements. FTEs are defined as new full-time employed workers with an average hourly compensation of \$13.11 per hour, plus health insurance benefits with a minimum of 50% Lessee contribution, which employed workers are subject to the City of Paducah's license fees as defined under Article IV of the Paducah Code of Ordinance, Sections 106-183 and 106-184, and who satisfy the Kentucky residency criteria under the provisions of the Kentucky Economic Development Finance Authority ("KEDFA") Direct Loan Programs. Said loan to be evidenced by a Revolving Loan Credit Agreement and secured by a security agreement wherein GPEDC or its assigns are accorded a first and superior security interest in the trade fixtures, equipment, and fixtures acquired for and used in the operation of the Project. Such documents are to contain such terms and conditions as are acceptable to GPEDC or its assigns.

2. GPEDC agrees to pay directly to City and County (a) the base rental payments commencing with the Lease Commencement Date (July 1, 2014) (defined below) and terminating on the Base Rent Commencement Date (September 1, 2015) (defined below), and (b) the equipment loan installment payments during the first year of the loan.

3. Additional Incentives: GPEDC will in good faith petition the State of Kentucky and other partners for the following:

- (i) A KEDFA 3% payroll rebate for 10 years;
- (ii) KBI tax credit (offsets state corporate income taxes by 50% of lease payments per year for 10 years.);
- (iii) KBLA (sales & use tax refund for building/construction materials & income tax abatement); and
- (iv) Kentucky Training Incentives

4. At its sole cost, GPEDC agrees to complete a Phase I environmental assessment of the Property prior to June 30, 2014, and if indicated, a Phase II environmental assessment, and agrees to indemnify Company from any environmental damages that were caused prior to the Lease Commencement Date (defined below).

5. As an incentive and an inducement to Company to locate, equip and operate

the Project on the Property, GPEDC agrees not to offer cash incentives to attract the companies expressly listed below within the boundaries of McCracken County, Kentucky for a five (5) year period from the Effective Date of this MOU, provided, however, such covenant shall not apply in the event: (i) any of the listed companies agree to pay an average salary of \$20/hour or more; (ii) a building owned by GPEDC, City, or County loses a tenant (such as Whitehall or Macco); or (iii) Company is in default of any of its obligations under this MOU, the lease, or the loan documents. The listed companies GPEDC is restricted from providing cash incentives are as follows: Charlotte, Nibco, Lasco, Mueller, Tigre, Spears, Amerimax, KP Building Products, Trex, TimberTech, Azek, Fiberon, Gossen, Klear Decking, Tarnko, and Universal Forest Products. This does not prohibit the City, County, or State from granting statutory incentives as permissible by law.

B. Commitments of Company. In consideration of the public incentives to be provided, Company agrees as follows:

1. Company reasonably projects and in good faith anticipates hiring and maintaining 125 new FTEs at the Property within ten (10) years of the Effective Date of this MOU with health insurance benefits. Further, Company shall provide to GPEDC, at its sole cost and expense, the following:

- (i) Written reports of the Company's progress in satisfying the foresaid employment commitments. Such progress reports shall be provided bi-annually commencing upon commencement of the lease agreement and shall be certified as accurate by Company. Upon a reasonable request by City and/or County, Company shall provide support documentation verifying the aforesaid progress reports.
- (ii) A year-end financial statement and balance sheet, in reasonable detail and with all supporting schedules and comments, duly certified by Company's certified public accountant by April 30th following each fiscal year-end of the Company.

2. To obtain and maintain all licensing, permitting and certification requirements for the lawful construction, installation, and equipping of the Project and the operation of the Project including but not limited to, all city development, zoning, building code ordinances and policies, and all other federal, state and local applicable laws and regulations (collectively, "Governmental Permits"). GPEDC will work closely with the Company to ensure these Governmental Permits are provided in a timely and expedited manner.

3. To acknowledge that the financial and other assistance it would receive, as described herein would be made possible, in part, by reason of local businesses, governmental entities, and citizens contributing to support the economic development efforts of GPEDC. Company agrees to be a good corporate citizen and become a

GPEDC investor at a level of \$7,500/year, the first annual contribution to be paid upon the execution of the definitive lease agreement for the Building and the Property.

C. Additional Commitments of the Parties.

1. GPEDC, as agent for City and County, and Company agree to negotiate in good faith the terms of a lease agreement for the Building and the Property on or before June 30, 2014. Failure to enter into the lease agreement within this time frame shall result in the termination of this MOU and neither Party shall have any further liabilities or obligations to the other hereunder. Company shall lease the Building and the Property for an initial term of ten (10) years with an option to renew for one (1) additional term of ten (10) years. The lease shall commence on July 1, 2014 (the "Lease Commencement Date"), with base rentals payments being paid by GPEDC from the Lease Commencement Date and terminating on the Base Rent Commencement Date (September 1, 2015). Company shall commence base rental payments on September 1, 2015 (the "Base Rent Commencement Date"). The base rental rate shall be \$289,000 per year. Base rentals shall be paid in advance in equal monthly installments commencing on the Lease Commencement Date. Also commencing on the Lease Commencement Date and continuing during the term of the lease, Company shall timely pay, at its sole cost and expense, as additional rentals any and all other customary costs arising out of the use and occupancy of the Building and the Property, including without limitation maintenance, repair, insurance, utilities, and taxes. Any failure by GPEDC to pay the base rental payments described above shall not constitute a default by Company under the lease.

D. Conditions to Closing. The Parties acknowledge that Genova's execution of this MOU is contingent upon the approval by the Commonwealth of Kentucky approving the KEDFA incentives described above. The Parties acknowledge and agree that any obligations of the Parties to consummate the transactions contemplated under the terms of this MOU are expressly conditioned upon of the following:

1. Execution of a binding definitive lease agreement of the Building and the Property among City, County, and Company on or before June 30, 2014;
2. Execution and delivery by Company of all loan documents required in this MOU for the Revolving Loan Credit Agreement on or before June 30, 2014;
3. Approval of the KEDFA incentives described above by the State of Kentucky; and
4. Approval by the governing legislative bodies of GPEDC, City, and County of the terms of this MOU and the consummation of the transactions contemplated under this MOU.

In the event the condition is not satisfied or waived by the Parties hereto on or before June 30, 2014, this MOU shall terminate and thereafter neither Party shall have any further liabilities or obligations to the other hereunder.

E. Expenses. Except as otherwise provided herein and the definitive documentation to be entered among the Parties, City and County, each Party shall be responsible for its own attorneys' fees and other costs and expenses, anticipated or otherwise.

F. Assignability. GPEDC may assign any or all of its rights and obligations hereunder to the City of Paducah, McCracken County, and/or the Paducah McCracken County Industrial Development Authority.

G. Governing Law; Counterparts; Miscellaneous. This MOU shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to any conflict of laws principles. Venue shall be in the McCracken Circuit Court. This Agreement may be executed in counterparts (including counterparts executed and transmitted via fax or e-mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This MOU shall continue in force and effect for the same term as the lease agreement for the use and occupancy of the Property to be entered pursuant to this MOU. If any provision of this MOU shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this MOU that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

H. Effective Date. This MOU shall not become effective and binding until fully approved, executed, and delivered by all Parties hereto and City and County.

IN WITNESS WHEREOF, the parties hereto have set their hands.

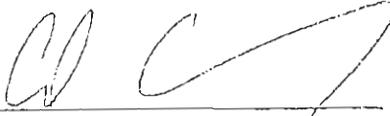
GENOVA PRODUCTS, INC.

By: Ronald Ambrose

Title: VICE PRESIDENT - OPERATIONS

Date: 6/19/14

G.P.E.D.C., INC.

By: 

Title: President/CEO

Date: 6-9-14

HAVE SEEN AND AGREED TO:

CITY OF PADUCAH, KENTUCKY

By: [Signature]
Title: MAYOR
Date: 6-23-14

MCCRACKEN COUNTY, KENTUCKY

By: [Signature]
Title: JUDGE-EXECUTIVE
Date: 6-25-2014

**Agenda Action Form
Paducah City Commission**

Meeting Date: 15 July 2014

Short Title: **2014-2015 Law Enforcement Service Fee (LSF) Grant**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Captain Jason Merrick, Sheryl Chino
Presentation By: Chief Brandon Barnhill, Steve Ervin

Background Information: The Police Department desires to submit a Law Enforcement Service Fee (LSF) Grant Application to the Kentucky Justice Cabinet in order to operate a one year DUI Enforcement Program.

The 2014-2015 LSF project was awarded \$8,271.00. The award will cover 150 hours of overtime for police officers for DUI Enforcement. The grant period will be July 1, 2014 to June 30, 2015.

Submittal of the grant application was approved under municipal order 1759.

If the Commission desires to accept this grant award, it must authorize and direct the Mayor or Mayor's designee to sign all required grant application documents.

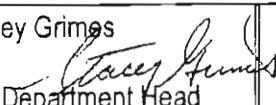
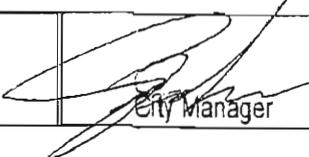
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:	Project Title:	2015 LSF
	Project #:	PO0081
	File #:	6.261
	Account #:	001-1602-521.1201
	Budget:	\$8,275.00
	Source of Funds:	State Grant

Finance

Staff Recommendation: Approval

Attachments: None

<p>Stacey Grimes  Department Head</p>	<p>City Clerk</p>	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: July 22, 2014

Short Title: Authorize an Agreement with Bacon Farmer Workman Engineering & Testing, Inc., for Engineering Design Services related to revisions of the Riverfront Phase 1-B 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

Background Information:

On April 1, 2014, Paducah Riverfront Development Authority (PRDA) recommended to the City of Paducah Board of Commissioners that certain revisions be made to the Riverfront plans and specifications in order to reduce the overall cost of the Riverfront Phase 1-B Project. Upon reviewing the recommendations, the Board of Commissioners agreed with PRDA's recommended revisions to the Project.

In order to proceed with the Riverfront Phase 1-B Project as recommended by PRDA (with the exception of including the sanitary wastewater system as required by the BIG grant), the Project plans and specifications are in need of being revised and updated by a professional engineer. To complete this engineering design task, Bacon Farmer Workman Engineering & Testing, Inc., (BFW), a local engineering firm, has submitted a cost estimate in the amount of \$90,340.00. This cost estimate includes the revision of the plans and specifications and professional assistance during the bidding process. BFW is aware of the crucial timeline associated with the BIG grant and has agreed to expedite the revisions as soon as possible. When the plans and specifications are finalized by BFW and approved by the Kentucky Transportation Cabinet Office of Local Programs, the Project will be ready to advertise for receipt of bids. It is our desire that the Project be advertised this fall/winter, so that the gangway and transient dock can be manufactured during the winter months and then be installed next spring when the Ohio River levels are low enough for construction.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Riverfront Development
Phase 1-B
Account Number: 040-3315-532-2307
Project DT0020

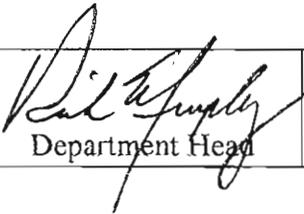
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a contract with Bacon Farmer Workman Engineering & Testing, Inc., in an amount not to exceed \$90,340.00 for Engineering Design Services related to revisions of the Riverfront Phase 1-B Project.

Attachments:

Proposal, Agreement

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2014-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$90,340.00 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO REVISIONS OF THE RIVERFRONT PHASE 1-B PROJECT

WHEREAS, on April 1, 2014, Paducah Riverfront Development Authority (PRDA) recommended to the City of Paducah Board of Commissioners that certain revisions be made to the Riverfront Phase 1-B Project (to be known as the "PROJECT") plans and specifications in order to reduce the overall projected cost of the PROJECT; and

WHEREAS, upon reviewing the recommendations, the Board of Commissioners agreed with PRDA's recommended revisions to the PROJECT; and

WHEREAS, in order to proceed with the PROJECT as recommended by PRDA (with the exception of including the sanitary wastewater system as required by the BIG grant), the Project plans and specifications are in need of being revised and updated by a professional engineer; and

WHEREAS, the CONSULTANT has in its employ, professional persons experienced to provide engineering design services required to revise the PROJECT plans.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor of the City of Paducah is hereby authorized to execute an Engineering Service Agreement with Bacon Farmer Workman Engineering & Testing, Inc., in an amount not to exceed \$90,340.00 for revisions of the Riverfront Phase 1-B Project.

SECTION 2. This expenditure shall be charged to Project Account DT0020.

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 July 22, 2014
Adopted by the Board of Commissioners August _____, 2014
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2014
Published by The Paducah Sun, _____
\\ord\eng\contract-riverfront phase 1-B

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
for the
RIVERFRONT PHASE 1-B PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **CITY OF PADUCAH, KENTUCKY** (hereinafter called the "CITY") and **BACON FARMER WORKMAN ENGINEERING & TESTING, INC.**, (hereinafter called the "CONSULTANT") for the consideration named, agree as follows:

WHEREAS, on April 1, 2014, Paducah Riverfront Development Authority (PRDA) recommended to the City of Paducah Board of Commissioners that certain revisions be made to the Riverfront Phase 1-B Project (to be known as the "PROJECT") plans and specifications in order to reduce the overall projected cost of the PROJECT; and

WHEREAS, upon reviewing the recommendations, the Board of Commissioners agreed with PRDA's recommended revisions to the PROJECT

WHEREAS, in order to proceed with the PROJECT as recommended by PRDA (with the exception of including the sanitary wastewater system as required by the BIG grant), the Project plans and specifications are in need of being revised and updated by a professional engineer; and

WHEREAS, the CONSULTANT has in its employ, professional persons experienced to provide engineering design services required to revise the PROJECT plans;

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 Services to be Provided:

The CONSULTANT will perform engineering design services as related to the revision of the PROJECT plans and specifications and provide professional engineering assistance during the bidding process as outlined on the proposal submitted by the CONSULTANT noted as **Attachment "A"**. The revision of the Project plans and specifications along with the Bidding assistance shall be in an amount not exceed **\$90,340.00**

2.0 Standard of Care: In providing the Services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily used by members of CONSULTANT's profession currently practicing under similar conditions at the same time and in the same locality.

3.0 CITY's Responsibilities: At CITY's expense, CITY shall furnish to CONSULTANT all data, reports, studies, drawings, permits, approvals and other information reasonably required by CONSULTANT for performance of the Services. CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all such information furnished by or on behalf of CITY. CITY shall provide for CONSULTANT's right to enter the project site in order to perform the Services. CITY, upon learning of any errors, omissions or defects in the performance of the Services, shall promptly notify CONSULTANT and shall assist CONSULTANT in remedying any such errors, omissions or defects unless caused by CONSULTANT'S willful, malicious, or grossly negligent conduct. CITY shall at all times ensure the project site is reasonably safe under the

circumstances and free and clear of any hazardous materials.

- 4.0 **Ownership of Instruments of Service:** All PROJECT Documents prepared by the CONSULTANT pursuant to this Agreement are to be considered instruments of service with respect to the PROJECT. The completed as-built plans, reports and documents required by the CITY shall become the property of the CITY. Their future use on any subsequent related projects will be for reference only.
- 5.0 **Compensation:** CITY shall pay CONSULTANT for the Services as shown herein. CONSULTANT shall prepare invoices in accordance with CONSULTANT's standard invoicing practices and shall submit such invoices to CITY on or about the 30th day of each month or such other date as mutually agreed to by both parties. Invoices shall be accompanied by all supporting documentation reasonably requested by CITY. CITY shall pay each invoice properly submitted by and due CONSULTANT within 30 days. In the event of any suspension or termination of this Agreement, CONSULTANT shall be entitled to invoice CITY and shall be paid for the Services performed and incurred through the effective date of suspension or termination.
- 6.0 **Termination by Either Party:** If either party breaches a material provision of this Agreement through no fault of the other party and fails to cure such breach within thirty days after receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this Agreement upon notice to the breaching party. The right to terminate under this Section shall be in addition to, and not in lieu of, all other rights and remedies the non-breaching party may have at law or in equity.
- 7.0 **Force Majeure:** If any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, and provided that the default or delay is not caused by the fault of such party, including but not limited to an act of God, flood, fire, explosion, earthquake, war, terrorism, revolution, civil commotion, blockade or embargo, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party will be liable to the other party for any loss or damage due to such cause. Either party may terminate this Agreement because of such default or delay upon thirty days prior written notice to the other party if the default or delay has existed for 90 days and is continuing at the end of the thirty day notice period.
- 8.0 **Indemnification:** CONSULTANT covenants and agrees to indemnify, hold harmless and render whole the CITY for any loss, cost, and expense, including attorney fees, which are incurred by the CITY for reason of the CONSULTANT's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that CONSULTANT shall at all times indemnify and save the CITY harmless from any and all loss or damage which may be sustained by the CITY by reason of any negligent act or omission committed by CONSULTANT, and/or its employees and agents, in the performance of its work hereunder. CONSULTANT shall indemnify and save the CITY harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury. Notwithstanding the foregoing provisions, in the event loss or damage incurred by the CITY or claims, demands, or causes of action asserted against the CITY is attributable, in part, to the negligence of the CITY, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law. Said indemnification shall also include reimbursement to the CITY for any attorney fees and court costs incurred by the CITY by reason of making a claim for loss or damage or by

reason of the assertion of any claims, demands, or causes of action against it, provided, however, that in the event such attorney fees and costs of the CITY are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

- 9.0 **Non-Binding Mediation:** If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, CITY and CONSULTANT may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.
- 10.0 **Governing Law:** The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.
- 11.0 **Total Agreement:** This Agreement, together with the exhibits attached hereto and permitted amendments, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended by a duly executed written instrument signed by all parties involved. Neither party shall transfer or assign any rights under or interest in this Agreement without the prior written consent of the other party. CONSULTANT's use of sub-consultants shall not be considered an assignment for purposes of this Agreement; however, if CONSULTANT plans to utilize the services of a sub-consultant, the CONSULTANT shall seek the CITY'S approval prior to such use.
- 12.0 **Independent Contractors:** The relationship of the parties is that of independent contractors and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint ventures, co-partners, employer/employee or principal and agent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**BACON FARMER WORKMAN
ENGINEERING & TESTING, INC.**

BY 
Mark Workman
Executive Vice President

ADDRESS:
500 South 17th Street
Post Office Box 120
Paducah, Kentucky 42002-0120

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler
Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Riverfront Park Redesign Phase 1B

Consultant	Redesign	Bidding	Construction Administration	Total
BFW	\$ 36,300.00	\$ 2,650.00	\$ 9,560.00	\$ 48,510.00
Red Barn Design & Engineering	\$ 19,020.00	\$ 920.00	\$ 18,970.00	\$ 38,910.00
GKS Consultants		\$ 7,850.00	\$ 10,950.00	\$ 18,800.00
Marcum Engineering	\$ 22,125.00	\$ 1,475.00	\$ 5,900.00	\$ 29,500.00
Totals	\$ 77,445.00	\$ 12,895.00	\$ 45,380.00	\$ 135,720.00

\$ 90,340.00

	BFW Engineering & Testing	
	Redesign Engineering Services	
1	Revise all land based plans and specs to reflect the condensed project site and depict work included in this project phase and future projects	\$ 18,000.00
2	Review / Coordinate all sub consultant drawings and specifications for construction item coordination and continuity	\$ 6,500.00
3	Prepare USACE permitting drawings for new location of electrical and fuel service floodwall crossing	\$ -
4	Provide Topographic survey for required new crossing location and fuel storage tank location tank	\$ 1,600.00
5	Provide Structural drafting of GKS engineering modification to existing gangplank, support platform and transient pier/wave attenuator	\$ 2,500.00
6	Provide Structural design and drafting of land based electrical components of new electric service	\$ 4,000.00
7	Coordinate with City and assist in KYTC approval of plans and specifications for Grant Funds	\$ 2,500.00
8	Project Kickoff meeting with consultants and owner	\$ 1,200.00
		\$ 36,300.00
	Bid Phase Services	
1	Attend on site pre bid conference	\$ 450.00
2	Through City, respond and coordinate sub consultant responses to bidder's technical questions prior to bid date	\$ 1,200.00
3	Prepare technical addenda, for client distribution, to bid documents as necessary to clarify document intent	\$ 1,000.00
		\$ 2,650.00
	Construction Phase Services	
1	Consult with and advise client, review and approve shop drawings, samples and other data for conformance with contract documents intent, Respond to RFI's, Review O&M	\$ 7,220.00
4	Substantial completion / punch list review	\$ 840.00
5	Closeout / As built drawing package	\$ 1,500.00
		\$ 9,560.00

BFW Total \$ 48,510.00

Red Barn Design & Engineering		rev 7-12-i4
Redesign Engineering Services		
1	Revised Floating Fuel Pier and Breakwaters	
2	Revised sanitary pump out system to work per the revised floating breakwater structure geometry	
4	Coordinate Fuel Attendant Building utilities with building architect. Attendant building and building architect will be the responsibility of the client.	
5	Attendant a one day project kick off meeting	
6	Coordinate with the US Coast Guard and prepare and submit on behalf of the City the Private Aids to Navigation forms and submittal exhibits	
7	Revise technical specifications as necessary for redesign efforts	
		\$ 19,020.00
Bid Phase Services		
1	Attend on site pre bid conference	
2	Through client, respond through bidder's technical questions prior to bid date	
3	Prepare technical addenda, for client distribution, to bid documents as necessary to clarify document intent	
		\$ 920.00
Construction Phase Services		
1	Consult with and advise client	
2	Review and approve shop drawings, samples and other data for conformance with contract documents intent	
3	Issue interpretations and clarifications of the construction documents and prepare work directive changes and change orders as required	
4	Evaluate and determine the acceptability of the substitute materials and equipment proposed by the Contractor	
5	Make site visits at appropriate intervals to observe the progress and quality of the various aspects of the contractors work. 4 - 1/2 day site visits for and assumed 12 week construction period	
6	Office related Construction Management, responses to RFI's and Client/ Contractor questions.	
7	Receive and review O & M manuals, schedules, guarantees, bonds and certificates of inspection, tests and approval which are to be assembled by the contractor.	
8	One day Substantial Completion inspection visit and prepare punch lists of incomplete / unacceptable work.	
		\$ 18,970.00
	Red Barn Total	\$ 38,910.00

	GKS Engineering	
	Redesign Engineering Services	
1	Review the gangplank support platform and associated details and modify and expand as necessary	
2	Review the transient pier/ wave attenuator and associated details and modify and expand upon as necessary	
3	Review and modify the technical specifications associated with the gang plank support platform and transient per/wave attenuator	
5	Attend a one day project kick off meeting	
	Bid Phase Services	
2	Through client, respond through bidder's technical questions prior to bid date	
3	Prepare technical addenda, for client distribution, to bid documents as necessary to clarify document intent	
		\$ 7,850.00
	Construction Phase Services	
1	Consult with and advise client	
2	Review and approve shop drawings, samples and other data for conformance with contract documents intent	
3	Issue interpretations and clarifications of the construction documents and prepare work directive changes and change orders as required	
5	Make 3 site visits at appropriate intervals to observe the progress and quality of the various aspects of the contractors work.	
		\$ 10,950.00
	GKS Engineering Total	\$ 18,800.00

	Marcum Engineering	
	Redesign Engineering Services	
1	Revise water and electrical service at shore to account for site changes and flood wall crossing point	
2	Revise site lighting to reflect site development and phasing of work	
3	Develop new flood wall crossing permit documents	
4	Revise site lighting plans to reflect civil changes and project phasing	
5	Revise dock systems and details to delete the original dock house MEP requirements and re-configuration of fuel system	
6	Develop plans and details for a new head dock equipment enclosure to house electrical equipment	
7	Revise technical specifications to coordinate with re-design. Provide technical support and document clarifications related to construction activities	
8	Project Kickoff meeting with consultants and owner	
		\$ 22,125.00
	Bid Phase Services	
1	Attend on site pre bid conference	
2	Through City, respond and coordinate sub consultant responses to bidder's technical questions prior to bid date	
3	Prepare technical addenda, for client distribution, to bid documents as necessary to clarify document intent	
		\$ 1,475.00
	Construction Phase Services	
1	Provide monthly inspections and attend construction progress meetings, technical responses during construction	
		\$ 5,900.00

Marcum Total \$ 29,500.00

**Agenda Action Form
Paducah City Commission**

Meeting Date: July 22, 2013

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. **Total cost of all premiums is \$951,770.62.**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Cindy Medford
Presentation By: Cindy Medford

Background Information: Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2014-2015 (FY 2015) premiums are for the following: (1) Workers' Compensation \$307,604.07, (2) Liability Insurance \$500,094.40, (3) Property Insurance Coverage \$144,072.15. J. Carroll Convention Center to reimburse \$33,447 for property expenses associated with coverage of Expo and Convention Center in absence of executable hotel lease agreement.

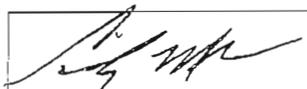
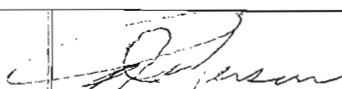
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Insurance Fund
Account Number: 072

 7/18/2014
Finance

Staff Recommendation: That the Mayor and Commission approve the proposed premium rates for Workers' Compensation, Property and Liability insurance from the Kentucky League of Cities for FY 2015.

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

 Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE FOR THE CITY OF PADUCAH

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$951,770.62 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2015, for the following policies:

Workers' Compensation	\$307,604.07
Liability Insurance	\$500,094.40
Property Insurance	\$144,072.15

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

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, July 22, 2014
Adopted by the Board of Commissioners, August _____, 2014
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2014
Published by The Paducah Sun, _____
\\ord\pers\insurance - klc fy2015



Workers' Compensation Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: W5429-2012-12175-0

Date: 5/22/2014

Policy Number and Description	Amount
Policy Period: 7/1/2014-7/1/2015 Policy Number: W5429-2012-12175	\$ 307,604.07
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2014	\$ 307,604.07

Peel & Holland (Riley)
PO Box 427
Benton, KY 42025

Return Original With Payment



Property Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: P5429-2012-12176-0

Date: 5/22/2014

Policy Number and Description	Amount
Policy Period: 7/1/2014-7/1/2015 Policy Number: P5429-2012-12176	\$ 144,072.15
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2014	\$ 144,072.15

Peel & Holland (Riley)
PO Box 427
Benton, KY 42025

*****Return Original With Payment*****



Liability Invoice

Insurance Services

A SUBJECT OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: L5429-2012-12178-0

Date: 5/22/2014

Policy Number and Description	Amount
Policy Period: 7/1/2014-7/1/2015 Policy Number: L5429-2012-12178	\$ 500,094.40
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2014	\$ 500,094.40

Peel & Holland (Riley)
PO Box 427
Benton, KY 42025

*****Return Original With Payment*****

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2014

Short Title: Annexation of property owned by L&H Properties

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:



The intent of this agenda item is to adopt intent to annex ordinance for property located at 2711 New Holt Road. This is a consensual annexation. The property owner L&H Properties has requested the annexation. The property is

contiguous to the City limits of Paducah. Independence Bank is planning on constructing a new banking facility at this location. After the intent to annex ordinance is approved, a public hearing will be held with the Planning Commission to assign zoning. An annexation ordinance and zone change ordinance will be introduced by the City Commission following the public hearing.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

Account Number:

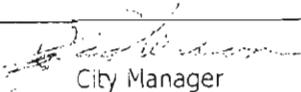
Finance

Staff Recommendation:

Approve intent to annex ordinance

Attachments:

Annexation Plat
Request for Annexation Letter

 Department Head	City Clerk	 City Manager
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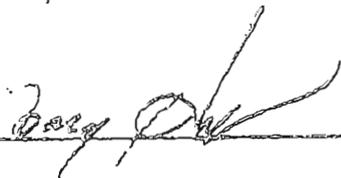
7.16.13

City of Paducah
Department of Planning
3100 South 5th Street
Paducah, Ky. 42001

RE: "Notice of Intent to Annex "

The tract of land located at 2711 New Holt Rd, Paducah KY 42001 is partially located within the city limits of Paducah. This parcel is under contract with Independence Bank and in order for the site plan to be approved through the planning commission (prior to the purchase of this property, a formal "Notice of Intent to Annex" must be filed by the current owners and reviewed by the city commission for consideration. Please accept this form as our formal Notice of Intent to Annex.

L&H Properties



Larry Hurt

Authorized Signature

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2014

Short Title: Upper Story Residential Grant Program

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

The intent of this agenda item is to adopt an ordinance establishing the Upper Story Residential Grant Program. Property owners within a defined area (Map#1) will be eligible to apply for financial assistance that shall not exceed 20% of the construction costs or a maximum of \$15,000.00 per Upper Story Residential Rental Unit.

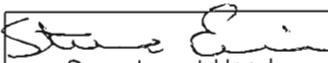
The ordinance directs the Director of Planning to administer the program and grants authority to the Urban Renewal & Community Development Agency (URCDA) to oversee the allocation of funds up to \$60,000.

Funds Available: Account Name: Upper Story Residential Grant Program
Account Number: DT0033

Finance

Motion:

Attachments:

 Department Head	City Clerk	City Manager
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AN ORDINANCE ESTABLISHING AND APPROVING THE UPPER STORY RESIDENTIAL GRANT PROGRAM AND AUTHORIZING THE DIRECTOR OF PLANNING TO ADMINISTER THE PROGRAM AND PROVIDE FINANCIAL ASSISTANCE TO ELIGIBLE APPLICANTS FOR COMPLETION OF INCOME PRODUCING RESIDENTIAL UNITS IN HISTORIC DOWNTOWN PADUCAH.

WHEREAS, the City of Paducah desires the proper and orderly development or redevelopment of vacant, orphaned, or underutilized residential properties located within its corporate boundaries and insuring the integrity and quality of its existing historic commercial district; and

WHEREAS, the City of Paducah's economic well-being is related to and dependent upon, sustained growth of its tax revenue base through the proper and orderly development or redevelopment of vacant, orphaned, or underutilized commercial residential properties located within its corporate boundaries; and

WHEREAS, the City of Paducah desires to promote the inhabitation of upper story unused space within buildings located within the Historic Downtown or construction of new residential units on vacant land within the Historic Downtown; and

WHEREAS, new residential rehabilitation will act as a catalyst to preserve the structures within the Historic Downtown.

WHEREAS, the City of Paducah desires to commit funds for the establishment of the Upper Story Residential Grant Program (the "Program"), which will be utilized to accomplish the goals of the City of Paducah by providing funds to eligible applicants for the purpose of building new residential/commercial structures or rehabilitating existing structures in the Historic Downtown for residential use; and

WHEREAS, this Program will encourage new residential units located in the Historic Downtown where infrastructure and services are in place and promote quality residential redevelopment consistent with the character of the adjacent structures.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

ARTICLE I

Section I Title

1.1 This ordinance shall be known and may be cited as the "Upper Story Residential Grant Program (USRG)" Ordinance of the City of Paducah".

Section 2 Purpose

2.1 This ordinance is intended to facilitate new residential units on the upper floors of new or existing structures by property owners within the Historic Downtown (Map #1). It will encourage the inhabitation of this unused space within the downtown area and serve as a catalyst to preserve the structures that give downtown Paducah its unique sense of place

Section 3 Definitions

3.1 Project Manager. The Director of Planning or his designee.

3.2 Upper Story Residential Rental Unit. A self-contained housing unit that occupies only part of a building.

3.3 URCDA. Urban Renewal and Community Development Agency

Section 4 General Provisions

4.1 Eligibility

a. Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.

b. All property receiving the financial assistance under the Program shall be located within the Historic Downtown (Map #1).

c. Program parameters include:

1. The USRG Program will target structures that have vacant upper stories or upper stories that are part of new construction.
2. The grant portion of the project must be for the interior renovation of an existing building only or the construction of new upper story residential units.

3. All required permits (i.e. zoning, building, etc.) must have been obtained and the property must be free of liens and all property taxes must be paid.
4. Third party construction estimates by a qualified contractor and owner's proof of financial ability to complete the project will be required.
5. Each grant shall not exceed 20% of the total Upper Story Residential Rental Unit costs or 20% of building permit received from the City of Paducah Fire Prevention Division. A maximum of \$15,000 per Upper Story Residential Rental Unit will be allocated. Upper Story Residential Unit costs shall be determined
6. A City of Paducah letter of financial commitment will be given to the owner upon final approval of the grant by URCDCA or City Commission.
7. Eligible buildings shall have upon completion of project, a sustainable leak proof roofing system.
8. All projects shall comply with all applicable **building** codes.
9. All projects shall be completed within one (1) year of the date that the grant is awarded. Any extension beyond one (1) year must be requested by the owner and approved by the Urban Renewal and Community Development Agency (URCDA).
10. Proof of builders risk insurance must accompany each application.
11. Sketches, drawings, architectural plans, Photoshop renderings or other similar visuals that will provide the Main Street Design Committee and URCDCA with sufficient information to evaluate the improvements being proposed.
12. A sample board that shows proposed materials and finishes must accompany the application.
13. All projects funded by the USRG shall meet the following minimum required materials and finishes.
 - i. Walls/Interior: Interior should be of a "finished" quality. Materials should be exposed brick, finished **plaster** or smooth finished sheetrock with baseboard, crown and door moldings as appropriate to the design of the space.
 - ii. Floors: Refinished or new installed **hardwoods**, cork, bamboo, minimum 8 mm laminates, floating or engineered floors, polished.

- stained or sealed concrete, ceramic tiles or stone in baths and kitchens. No vinyl flooring.
- iii. Countertops: Solid surface, stone, granite, sealed concrete, or stainless steel. No laminate.
 - iv. Appliances should be new and energy-star rated.
 - v. Windows: Windows should be treated according to the Secretary of Interior Standards and efforts should be made to make them as energy-efficient as possible.
 - vi. Hardware: Faucets, cabinet hardware and light fixtures should be either of new and higher quality or be refurbished vintage fixtures of higher quality.

Section 5 Administration

5.1 Staff

- a. The Project Manager shall perform the following duties:

1. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the program. The appropriate forms shall include, along with other data deemed appropriate, Upper Story Residential Grant Program application, verified proof of all ownership interests and financial qualifications.
2. Review the eligibility of the applicant based on the requirements of this ordinance, review the data provided on the forms required as part of the application procedure and make a recommendation to the URCDA.
3. Maintain a list of approved contractors based upon satisfactory references on past work performed.
4. Determine whether the proposed work to be performed meets the parameters of this ordinance and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
5. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

5.2 Funding

- a. The City of Paducah may make annual budgetary appropriation as it deems necessary to fund the program established by this ordinance and the administrative costs associated therewith.

Section 6 Procedures for Making Application, Review and Approval

6.1 Application

- a. Applications will only be accepted as funds are available. Third party construction estimates and proof of financial ability from a qualified financial institution will be required.
- b. Applications and other required forms shall be made available at the Department of Planning. Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.

6.2 Review

- a. The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.
- b. Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.
- c. Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right of way are being altered. The Design Committee shall make design recommendations to the applicant within 15 days of receipt of the application and forward the application to the URCDA. If the design committee fails to review and forward the URCDA within 15 days, the application will be forwarded directly to the URCDA for review by the project manager.
- d. Upon a determination that the applicant is eligible under the Program, and no exterior modifications are being completed that are visible from the public right of way, the Project Manager shall forward the application to the Urban Renewal & Community Development Agency (URCDA) for consideration.
- e. If multiple applications are received, the URCDA will review rankings in accordance with the following criteria to determine applicant's eligibility.
 1. Total private investment of residential rehabilitation project. 25%
 2. Contributing structure on the National Register of Historic Places. 25%
 3. Rehabilitation in compliance with the National Parks Secretary of the Interiors Standards. 25%
 4. Capital commitment of owner to rehabilitate remaining structure (façade, roof, retail space). 25%
- f. URCDA shall have the authority to approve all multi-unit projects that do not exceed \$60,000 in Upper Story Residential Grant funds. Projects in excess of \$60,000 of

Upper Story Residential Investment Grant funds will be forwarded to the City Commission for approval.

g. Grant awards may be given based on availability of funds.

6.4 Property Owners Obligations upon Grant Approval from the City of Paducah.

Property Owner shall deliver to the Project Manager the following documents in fully executed form:

- a. A duly executed construction contract between the Property owner and the approved contractor outlining the rehabilitation work to be performed, the cost to be incurred, including an amount for retainage to assure the acceptable completion of the construction, and the time of performance. This contract must be reviewed by, and acceptable to the Project Manager.
- b. Any other documents which may be requested by the Project Manager upon approval.

6.5 Disbursement of Grant.

- a. Subject to the terms and conditions hereinafter provided, the property owner shall be entitled to draw proceeds from the grant when 100% of rehabilitation work has been completed. Under no circumstance will funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:
 1. The Property Owner shall submit for the Project Manager's review a written request for reimbursement. The written request shall be signed by both the approved contractor and the Property Owner.
 2. The Property Owner shall provide to Project Manager a certification executed by the approved contractor which shall certify the aforesaid costs incurred in the construction process have been paid in full.
 3. The Property Owner shall provide to Project Manager interim mechanics' or materialmen lien waivers to be executed by the approved contractor, subcontractors, materialmen and/or their employees or agents.
 4. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
 5. The Property Owner has complied with the terms of this ordinance.

b. In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten (10) business days following date of request remit directly to the approved applicant the permitted amount of draw.

c. In the event all of the foregoing condition precedents are **not** fully satisfied, the Project Manager shall have the right, at his discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the Property Owner and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the Property Owner and the approved contractor.

6.6 Issuance of Certificate of Completion.

Following completion of the work, the Project Manager shall inspect the Upper Story Residential Units and certify whether or not the work has been satisfactorily completed. If the work is sufficient, a Certificate of Completion shall be issued.

ARTICLE II

If any section, subparagraph, sentence, clause or phrase of this Ordinance shall be held to be invalid, such decision shall not invalidate the remaining portion of this Ordinance.

ARTICLE III

All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

ARTICLE IV

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, _____, 2014

Adopted by the Board of Commissioners, _____, 2014

Recorded by City Clerk, _____, 2014

Published by *The Paducah Sun*, _____, 2014

Agenda Action Form Paducah City Commission

Meeting Date: 22 July 2014

Short Title: **Office of Highway Safety — "Heads Up Don't Be In'text'icated" Mini-Grant Program - AMENDMENT**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Donald Hodgson; Sheryl Chino
Presentation By: Chief Brandon Barnhill; Steve Ervin

Background Information: Under Ordinance 2014-5-8136, The Commission authorized the execution of a grant agreement in the amount of \$21,000 with the KY Office of Highway Safety. This grant will be in the form of a mini-grant used to present the "Heads Up Don't Be In'text'icated" program. The grant agreement amount has been increased to \$24,000.

An approval by the City Commission is necessary to amend the ordinance to increase the grant amount from \$21,000 to \$24,000.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Project Name: Hwy Sfty – Intext

Project #: PO0080

File #: 6.257

Acct. #: 001-1602-521.12-01

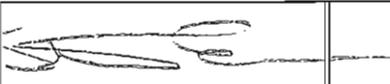
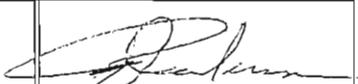
Budget: \$24,000

Source of Funds: Grant, No local match required.

Finance

Staff Recommendation: Approval

Attachments: None

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2014-8-_____

AN ORDINANCE AMENDING ORDINANCE NO. 2014-5-8136 ENTITLED, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR THE "HEADS UP DON'T BE IN'TEXT'ICATED" MINI-GRANT PROGRAM"

WHEREAS, the City of Paducah applied for a reimbursement grant through the Kentucky Office of Highway Safety by Municipal Order No. 1754 on January 28, 2014, for the "Heads Up Don't Be In'text'icated" Program presented by the Paducah Police Department; and

WHEREAS, the Kentucky Office of Highway Safety has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Grant Agreement, and all documents relating thereto, with the Kentucky Office of Highway Safety in the amount of ~~\$21,000.00~~ \$24,000.00 for the presentation of the "Heads Up Don't Be In'text'icated" program presented by the Paducah Police Department. No local cash match is required.

SECTION 2. This expenditure shall be charged to Project Account No. PO0080.

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, July 22, 2014
Adopted by the Board of Commissioners, August _____, 2014
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2014
Published by *The Paducah Sun*, _____
ord\plan\grants\police-Highway Safety-in'text'icated 8-2014

Agenda Action Form Paducah City Commission

Meeting Date: July 22, 2013

Short Title: Approve execution of related documents to finalize the settlement of the insurance claim and purchase of the reserved life estate on the real property at 5065 Concord Avenue in Paducah with Allstate Insurance Company and Betty J. Owens.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Glenn Denton, Jeff Pederson
Presentation By: Jeff Pederson

Background Information: The City entered into a purchase agreement to purchase the property located at 5065 Concord Avenue in Paducah, McCracken County from Betty Owens in 2013. Pursuant to this agreement Ms. Owens reserved a life estate in order to continue to live in her home.

On December 9, 2013, a fire erupted destroying the home located on the property and its contents. A dispute arose between Betty J. Owens, Allstate Insurance Company and the City of Paducah as to the insurance proceeds. After lengthy negotiations, a settlement has been reached to receive all of the insurance proceeds and to purchase and extinguish the life estate. The attached documents when executed, will settle any and all claims existing between Allstate Insurance Company, Betty J. Owens and the City of Paducah.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Insurance Fund
Account Number: ~~ST~~ ST0027

 7/18/2014
Finance

Staff Recommendation: That the Mayor and Commission approve the proposed documents for execution and settlement of claims associated with the property and life estate at 5065 Concord Avenue.

Attachments: Settlement Agreement and Release, Purchase Agreement and Release, Quitclaim Deed

Department Head	City Clerk	City Manager
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ORDINANCE NO. 2014-8-_____

AN ORDINANCE AUTHORIZING AND APPROVING A SETTLEMENT, RELEASE, AND PURCHASE PERTAINING TO THE REAL PROPERTY LOCATED AT 5065 CONCORD AVENUE, PADUCAH, McCRACKEN COUNTY, KENTUCKY INVOLVING BETTY J. OWENS AND ALLSTATE INSURANCE COMPANY

WHEREAS, in 2013, the Board of Commissioners of the City of Paducah previously determined that it was necessary, appropriate, and 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 Road Improvement Project (the "Public Project"); and

WHEREAS, Betty J. Owens reserved a life estate on said property in order to live in her home located thereon; and

WHEREAS, the City of Paducah and Betty J. Owens had certain contractual obligations pertaining to that transaction and the retention of her life estate; and

WHEREAS, on December 9, 2013, a fire erupted at the property destroying Betty J. Owens' home and its contents; and

WHEREAS, the City of Paducah, Allstate Insurance and Betty J. Owens have come to terms to settle and release any and all claims pertaining to the fire and to extinguish the life estate reserved by Betty J. Owens;

WHEREAS, the Board of Commissioners of the City of Paducah wishes to resolve this matter, collect the insurance proceeds and extinguish the life estate, and has determined that the execution of Settlement Agreement and Release, Purchase Agreement and Release and Quitclaim Deed is in the best interest of the City.

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 execution of the Settlement Agreement and Release, Purchase Agreement and Release and Quitclaim Deed in exchange for the receipt of the insurance proceeds of \$109,093.69, plus an additional \$3,000 for demolition costs, plus a release of all contractual obligations between the City of Paducah and Betty J. Owens and the release of the reserved life estate. It is hereby found and determined that the transaction completes the acquisition of the property to be used for 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 transaction documents and any other documents necessary to accomplish and consummate the settlement and purchase in accordance with this Ordinance.

SECTION 2. That the Board of Commissioners of the City of Paducah authorizes the purchase of the life estate reserved by Betty J. Owens in the amount of \$43,959.00 as set out in the Purchase Agreement and Quitclaim Deed 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 _____.

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 quitclaim deed, closing statement and any other documents necessary to accomplish and consummate the settlement, release, purchase and acquisition between the City, Allstate and 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, July 22, 2014.
Adopted by the Board of Commissioners, August _____, 2014.
Recorded by City Clerk, August _____, 2014.
Published by The Paducah Sun, _____, 2014.
\\ord\agree-owens property-5065 concord ave

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.