



CITY COMMISSION MEETING  
 AGENDA FOR DECEMBER 16, 2014  
 5:30 P.M.  
 CITY HALL COMMISSION CHAMBERS  
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

SWEARING-IN CEREMONY – Judge Hollowell

PRESENTATIONS-Paducah Power by Interim General Manager Mark Crisson  
 FY2014 Audit Report by Kemper CPA Group

	I.	<u>MINUTES</u>
	II.	<u>MUNICIPAL ORDER</u>
		A. Personnel Actions
		B. Funding Towards “War on Terror: Monument Construction – M. THOMPSON
	III.	<u>ORDINANCES – ADOPTION</u>
		A. Approve and Authorize Execution of an Interlocal Agreement with Paducah-McCracken County Convention & Visitors Bureau - S. DOOLITTLE
	IV.	<u>ORDINANCE – INTRODUCTION</u>
		A. Paducah Golf Commission Promissory Note Amendment – J. PERKINS
	V.	<u>WORKSHOP</u>
		A. Outline of Solid Waste Management Plan
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR &amp; COMMISSIONER COMMENTS</u>

	<b>VIII.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>IX</b>	<b><u>EXECUTIVE SESSION</u></b>

CITY OF PADUCAH  
December 16, 2014

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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  
December 16, 2014

NEW HIRE - FULL-TIME (F/T)

<u>POLICE OPERATIONS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Santel, Cody J.	Police Officer Recruit	\$19.98/Hr	NCS	Non-Ex	January 8, 2015

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - FLOODWALL</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Monroe, Mark A	Floodwall Operator	Retirement	December 30, 2014

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>FIRE SUPPRESSION</u>	<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>
Torian, Nathan E	Fire Lieutenant \$15.82/Hr	Acting Fire Captain \$16.94/Hr	NCS	Non-Ex	October 23, 2014
Warner, Todd M	Acting Assistant Fire Chief #1 \$17.57/Hr	Acting Assistant Fire Chief \$18.32/Hr	NCS	Non-Ex	October 23, 2014
Warner, Todd M	Acting Assistant Fire Chief \$18.32/Hr	Acting Assistant Fire Chief #1 \$17.57/Hr	NCS	Non-Ex	December 11, 2014

December 16, 2014

## Agenda Action Form Paducah City Commission

**Short Title: Funding Towards "War on Terror" Monument Construction**

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Jeff Pederson, Mark Thompson  
Presentation By: Jeff Pederson

**Background Information:** Members of the American Legion and other veterans service organizations are coming together to raise funds for a newly proposed monument to recognize America's fight on terror. A letter has been submitted to the City Manager requesting action to begin the appropriate process with the Monument and Memorials Committee. Additionally, the committee is requesting that the City Commission allocate \$15,000 toward the construction of this monument.

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available: From - Account Name: Commission Contingency  
Account Number: 001-0107-511.24-52

To - Account Name: War Memorial  
Account Number: 001-0106-511.80-66

12/16/2014  
Finance

Staff Recommendation: Support for the project

Attachment: Request letter and rough design

MHT  Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE  
FINANCE DIRECTOR TO TRANSFER \$15,000 FROM THE COMMISSION  
CONTINGENCY ACCOUNT TO THE CITY'S WAR MEMORIAL ACCOUNT  
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Finance Director is hereby authorized and directed to  
transfer \$15,000.00, from the Commission Contingency account to the City's War  
Memorial account to be used for construction of a monument to recognize America's  
fight on terror. .

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 16, 2014  
Recorded by Tammara S. Sanderson, City Clerk, December 16, 2014  
\\mo\BT-War Memorial-Fight on Terror

# Chief Paduke Post No. 31



## AMERICAN LEGION OF KENTUCKY, INC.

425 Legion Drive  
P.O. BOX 3377  
PADUCAH, KENTUCKY 42002



270-442-2525

HOME OF THE 2000 NATIONAL RUNNER UP OF THE  
AMERICAN LEGION BASEBALL PROGRAM

Mr. Jeff Pederson  
City Manager  
City of Paducah  
300 South 5<sup>th</sup> Street  
Paducah, Kentucky 42003

Dear Mr. Pederson:

On behalf of the American Legion Post 31 and other Paducah area veterans service organizations I am requesting the opportunity to develop a yet to be designed monument recognizing America's effort to fight terrorism at home and abroad. Our intent is to request that such a memorial be placed in Dolly McNutt Memorial Plaza facing Clark Street.

We recognize that there is a procedure that must be followed in the development of such a memorial project on City of Paducah property. This request is our initial step to honor the monument approval process.

Finally, to assist in our fund raising efforts for this worthy monument, we are requesting a contribution be set aside by the City Commission of \$15,000. These funds will go directly towards the construction of the monument. This commitment will match those of McCracken County Fiscal Court and others who wish to honor this valiant fight against terrorism. Thank you for your consideration.

God Bless America,

Mr. Leon Dodge 

Fundraising Chair  
American Legion Post 31  
425 Legion Drive  
Paducah, KY 42003

# Agenda Action Form Paducah City Commission

Meeting Date: 12/09/2104

Short Title: An Ordinance authorizing the Mayor to enter into and Interlocal Cooperation Agreement with the Paducah-McCracken Convention and Visitor's Bureau.

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By:        Doolittle  
Presentation By:     Doolittle

### Background Information:

As part of the overall financing plan related to the development of the new convention center hotel, the Paducah-McCracken Convention and Visitor's Bureau will assist the City in the repayment of approximately \$500,000 of the \$4,000,000 Taxable General Obligation Bonds, Series of 2014D ("Bonds"), which bonds are being issued by the City to finance certain costs of constructing, installing and equipping of facilities and support structures, including infrastructure and related appurtenances, connected with the construction and development of the convention hotel. The bureau will do this by pledging a portion of the transient room taxes generated by the hotel.

Goal:    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

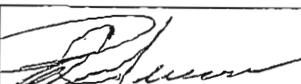
Funds Available:    Account Name:    NA

Finance
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Staff Recommendation: Authorize Mayor to execute agreement with CVB for financing certain aspects of the hotel project.

### Attachments:

1. Agreement

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

Meeting Date: December 16, 2014

**Short Title:** Request to Amend Promissory Note – Paducah Golf Commission (dba Paxton Park Municipal Golf Course Board)

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jonathan Perkins, Jeff Pederson  
Presentation By: Jonathan Perkins, Jeff Pederson

**Background Information:** In December 2013, the City Commission authorized (ordinance 2013-12-8109) a promissory note in the amount of \$225,000 with the Paxton Park Municipal Golf Course Board (Golf Commission) for capital improvements with funds from the Fleet Trust Fund. The 10-year promissory note requires monthly payments with principal not to less than \$22,500 annually at a variable rate of interest.

Recently, the Golf Commission requested that principal be reduced for one calendar year (CY2015) to not more than \$6,000 plus interest to be paid monthly. The remaining monthly payments will, starting January 2016, be adjusted in an amount sufficient to pay the note in full by February 14, 2024.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** Account Name: Loan From Fleet Trust Fund  
Account Number: 071

  
12/17/2014  
Finance

**Staff Recommendation:** Staff recommends that the Paducah Golf Commission's request to reduce principal payments to not more than \$6,000 in calendar year 2015 plus interest; with remaining monthly payments, starting January 2016, be adjusted to an amount sufficient to pay the promissory note in full, plus interest, by February 2024 be approved.

**Attachments:** Ordinance amending 2013-12-8109

Department Head	City Clerk	City Manager
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## ORDINANCE NO. 2015-1-\_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

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

EXHIBIT A  
PROMISSORY NOTE MODIFICATION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

**CITY OF PADUCAH, KENTUCKY**

By \_\_\_\_\_  
Mayor Gayle Kaler

STATE OF KENTUCKY )

COUNTY OF McCRACKEN )

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

WITNESS my signatures this \_\_\_ day of January, 2015.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

**PADUCAH GOLF COMMISSION**

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF McCRACKEN )

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

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public