



**CALLED CITY COMMISSION MEETING**  
**AGENDA FOR APRIL 28, 2015**  
**4:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION -- Rev. Kamal Maddala – Missionary to India

PLEDGE OF ALLEGIANCE -- Carter Vaughn, PTHS Senior

DELETIONS

I.	<u>MOTION</u>
	A. R & F Called Meeting Notices
	B. Suspend Order of Business
II.	<u>EX. SESSION</u>
III.	<u>PRESENTATIONS</u>
	A. Dogwood Trail Awards
	B. Dogwood Trail Art & Photography Contest Awards
IV.	<u>MINUTES</u>
VI.	<u>MOTIONS</u>
	A. R & F Documents
VII.	<u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	B. 2015 US Bulletproof Vest Partnership Grant Application – <b>POLICE CHIEF BARNHILL</b>
	C. Center Point Recovery Center – 2015 Community Development Block Grant – <b>S. ERVIN</b>
VIII.	<u>ORDINANCES – INTRODUCTION</u>
	A. Approve Contract for the 2015-2016 Concrete Program – <b>R. MURPHY</b>

		B. Authorize Sublease of City Property between Seamen's Church and American Bureau of Shipping – CITY MGR
	<b>IX.</b>	<b><u>CITY MANAGER REPORT</u></b>
	<b>X.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>XI.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>XII.</b>	<b><u>EXECUTIVE SESSION</u></b>

APRIL 14, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, April 14, 2015, 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).

### **PLEDGE OF ALLEGIANCE**

Brante Green, Paducah Tilghman High School Senior, led the pledge.

### **PRESENTATIONS**

#### **MAYOR'S AWARD OF MERIT**

Mayor Kaler presented the Award of Merit to Daniel Mullen for his many years of work and dedication to Paxton Park Golf Course.

#### **DUKE & DUCHESS OF PADUCAH AWARDS**

Mayor Kaler presented a Duke of Paducah to William Sturgis and a Duchess of Paducah to Wanda Mullinax-Williams for their years of serving on the Paducah Golf Commission. She also recognized Steve Kettler, member of the Golf Commission who was unable to be here, with a Duke award.

She presented a Duke of Paducah to Dr. Jeffrey Seay for his contributions to the community and his work at the UK School of Engineering.

#### **CREATIVE CITIES**

Mary Hammond, Executive Director for Paducah-McCracken County Convention & Visitors Bureau, introduced Sandro Tiberi, Master Papermaker from Fabriano, Italy, another UNESCO Creative City. Mr. Tiberi and Ms. Hammond have been working together to form a relationship between the City and Fabriano since both cities are award recipients for their arts.

The Mayor also awarded a Duke of Paducah to Mr. Tiberi.

#### **SUMMER CALENDAR FOR SPECIAL EVENTS**

Parks Services Department Special Events Coordinator Molly Tomasallo outlined the calendar for special events to be offered this summer including Live on the River event which will be on the following Saturdays: June 6, July 4, and August 1. The Thursday evening Riverfront Concert Series will be expanded to six events for this summer. Those dates are May 28, June 11, June 25, July 9, July 23, and August 6.

Vendors for the Farmers' Market will begin setting up on April 25 with the season to run through October 31. A grand opening celebration will be held May 9 with special Celebration Saturdays to continue once each month. The Farmers' Market will be open Monday through Saturday, 7:30 a.m. until 3:30 p.m. during the season.

#### **FOUNTAIN AVE PARK DEVELOPMENT**

Parks Services Director Mark Thompson, Mike Muscarella, Director of Rehabilitation Services at Baptist Health Paducah, and United Way of Paducah-McCracken County Executive Director Monique Zuber, announced the City along with United Way of Paducah, Lourdes Hospital, Baptist Health Hospital, and the Purchase Area District Health Department have been awarded \$400,000 from the Foundation for a Healthy Kentucky for a park that will be constructed in the Fountain Avenue area neighborhood. This park is dedicated to improving the health of children.

APRIL 14, 2015

Some of the park amenities include an open free play field, outdoor fitness equipment, spray pad with an open performance area, 1/3 mile walking trail, open market area, and expansion of the existing Community Garden. Upper story living is also planned over office/retail space.

The total project costs for the project are estimated to be \$1,743,798. Most of the funding for the park will come from donations and grants. Lourdes Hospital and Baptist Health are contributing a total of \$50,000. The City has been awarded a grant in the amount of \$75,000 from the Land and Water Conservation Fund. The City will match the grant amount with \$75,000. Future funding to complete the project will be pursued through grant awards and fundraising.

### MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the March 24, 2015 and March 31, 2015 city commission meetings 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

#### **TREE ADVISORY BOARD**

Mayor Kaler made the following appointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Joshua Tabor as a member of the Tree Advisory Board to replace Polly LeBuhn whose term has expired. This term will expire July 26, 2018."

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the action of Mayor Kaler in appointing Joshua Tabor as a member of the Tree Advisory Board.

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

#### **PADUCAH GOLF COMMISSION**

Mayor Kaler made the following appointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Bill Wells, Steve Seltzer, and Janie Smith as members of the Paducah Golf Commission to replace William Sturgis, Steve Kettler, and Wanda Mullinax-Williams, respectively, whose terms have expired. These terms will expire March 26, 2019."

Commissioner Rhodes offered motion, seconded by Commissioner Gault, that the Board of Commissioners approve the action of Mayor Kaler in appointing Bill Wells, Steve Seltzer, and Janie Smith as members of the Paducah Golf Commission.

APRIL 14, 2015

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

**MOTIONS**

**R & F DOCUMENTS**

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

**DOCUMENTS**

1. Certificates of Liability Insurance:
  - a. Hansen Brothers Concrete
  - b. ICA Engineering, Inc.
  - c. Circo, LLC.
  - d. Bill Adams Construction, Inc.
2. Right of Way Bonds:
  1. Bill Adams Construction, Inc.
  2. Hansen Brothers Concrete
3. Notice of Cancellation for the Board of Commissioners of the City of Paducah, Kentucky for Tuesday, April 7, 2015
4. Official Certification and Cumulative Report for the McCracken County General Election held on November 4, 2014
5. Market House Theatre of Paducah, Kentucky, Inc. Financial Statements for years ended June 30, 2014 and 2013.
6. Yeiser Art Center, Inc. Form 990-EZ for calendar year 2013

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

**MUNICIPAL ORDERS**

**PERSONNEL ACTIONS**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that 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.

(SEE MUNICIPAL ORDER BOOK)

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

**TRANSFER FUNDS FROM COMMISSION CONTINGENCY FOR FUNDING FOR UNESCO ARTIST VISITATION**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER \$700 FROM THE COMMISSION CONTINGENCY ACCOUNT TO THE GENERAL GOVERNMENT-

APRIL 14, 2015

MAYOR & COMMISSIONERS PROMOTION ACCOUNT TO BE USED TO ASSIST IN FUNDING A UNESCO ARTIST VISIT," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). MO#1831; BK 9

**FIRE PREVENTION & SAFETY GRANT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR A MATCHING GRANT IN THE AMOUNT OF \$25,976.80 FOR THE PADUCAH FIRE DEPARTMENT'S 2014 FIRE PREVENTION AND SAFETY PROGRAM," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). MO#1832; BK 9

**KLC SAFETY GRANT**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A 2015 MATCHING INSURANCE SERVICES SAFETY GRANT AWARD IN THE AMOUNT OF \$3,000 FROM THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR THE PURCHASE OF REPLACEMENT CARTRIDGES FOR GAS MASKS," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). MO#1833; BK 9

**AMEND THE POSITION & PAY GRADE SCHEDULE TO AMEND POSITIONS IN THE ENGINEERING/PUBLIC WORKS DEPARTMENT**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER AMENDING SECTION (H) ENGINEERING/PUBLIC WORKS DEPARTMENT TO DELETE THE POSITION OF MASTER ELECTRICIAN AND CREATE THE POSITION OF JOURNEYMAN ELECTRICIAN OF THE FY2014-2015 POSITION AND PAY SCHEDULE FOR THE 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). MO#1834; BK 9

**AMEND THE PAY GRADE SCHEDULE FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER AMENDING THE FY 2014/2015 PAY GRADE SCHEDULE FOR THE CITY OF PADUCAH EMPLOYEES TO CREATE THE POSITION OF JOURNEYMAN ELECTRICIAN AND ABOLISH THE POSITION OF MASTER ELECTRICIAN," be adopted.

APRIL 14, 2015

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). MO#1835; BK 9

**ORDINANCES – INTRODUCTION**

**APPROVE 3<sup>RD</sup> AMENDMENT TO CELL TOWER AGREEMENT WITH AT & T**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AUTHORIZING THE CITY TO EXECUTE A FIRST AMENDMENT TO MEMORANDUM OF LEASE AND THE THIRD AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT WITH AT & T FOR THE BENEFIT OF THE CITY.” This ordinance is summarized as follows: The City Commission hereby authorizes and approves the City of Paducah to enter into Agreements with AT&T for the lease of space on the 800 MHz tower and the lease of real estate located at 510 Clark Street at the rate of \$1,633.50 per month for a period of 5 years and that commencing on March 1, 2020 and each Additional Extension Term exercised thereafter, the monthly Rent will increase by 10% over the Rent paid during the previous Term. Further, the Mayor is authorized to execute said agreements.

**APPROVE AND ACCEPT GRANT AGREEMENT FOR FOUNDATION FOR A HEALTHY KENTUCKY – INVESTING IN KENTUCKY’S FUTURE**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE ACCEPTING AN “INVESTING IN KENTUCKY’S FUTURE” INCENTIVE AWARD FROM THE FOUNDATION FOR A HEALTHY KENTUCKY IN THE AMOUNT OF \$400,000.00 AND APPROVING AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS BETWEEN THE CITY OF PADUCAH, AS FISCAL SPONSOR, AND THE FOUNDATION FOR A HEALTHY KENTUCKY, TO AIDE OF THE DEVELOPMENT OF AN OUTDOOR HEALTH PARK IN THE FOUNTAIN AVENUE NEIGHBORHOOD.” This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky, as the fiscal sponsor for the Purchase Area Connections for Health Coalition, to accept an “Investing in Kentucky’s Future” (“IKF”) Incentive award from the Foundation for a Healthy Kentucky (“Foundation”) in the amount \$400,000.00 in aide of the development of an outdoor health park in the Fountain Avenue neighborhood, which project is generally known as the “Fountain Gardens Get Fit Youth Wellness Program (the “Public Project”), and to enter into grant agreements with the Foundation for the distribution of the award in three (3) year increments. The Ordinance approves the form of the grant agreements presented to the Board of Commissioners of the City, with such changes therein as shall not be adverse to the City and may be approved by the Mayor, and further authorizes the Finance Director to make expenditures in an amount not to exceed \$75,000.00 in three (3) year increments as the City’s share of the local cash match.

**AGREEMENT WITH KENTUCKY TRANSPORTATION CABINET FOR OLIVET CHURCH ROAD IMPROVEMENT PROJECT**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS AND THE CITY OF PADUCAH, KENTUCKY,

APRIL 14, 2015

FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT, CONSTRUCTION PHASE AND AUTHORIZING THE MAYOR TO EXECUTE SAME". This ordinance is summarized as follows: That the City of Paducah hereby approves and authorizes the Mayor to execute Supplemental Agreement No.1 with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for additional reimbursable funding in the amount of \$6,200,000 for completion of the Olivet Church Road Improvement Project, Construction Phase.

#### **UPDATE THE CITY'S PROCUREMENT CODE REGULATIONS TO CONFORM TO THE KENTUCKY REVISED STATUTES**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: The City of Paducah hereby amends Section 2-645, "Competitive Sealed Bidding Generally; Invitation for Bids" of Chapter 2, Administration of the Code of Ordinances to remove the 21 day maximum advertisement time period and to add the Internet as an alternate to advertisement in order to be consistent with KRS bidding requirements.

#### **CONTRACT WITH PADUCAH – MCCRACKEN COUNTY CONVENTION & VISITORS BUREAU**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce 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 2015 American Quilters Society Show. This contract shall expire June 30, 2015.

#### **CITY MANAGER REPORT**

##### **FIRE PREVENTION DIVISION PROGRESS REPORT**

Fire Chief Steve Kyle and Fire Marshal Greg Cherry gave a progress report about the Fire Prevention Division operations and efficiencies. For more details, read the excerpt at the end of the minutes from the City Commission Highlights prepared by Public Information Officer Pam Spencer.

#### **MAYOR & COMMISSIONER COMMENTS**

Mayor Kaler announced she had received notice that the closing of the Paducah Mail Processing Plant was being delayed.

#### **EXECUTIVE SESSION**

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

- A. Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b).

April 28, 2015

I move that the following documents and bids be received and filed:

**DOCUMENTS**

1. Contracts/Agreements:
  - a. Contract for Services with Greater Paducah Sustainability Project, Inc. (Executed by CM)
  - b. Interlocal Cooperation Agreement with the City of Murray, Kentucky for administration of a coordinated investigations program for the Paducah Police Department and Murray Police Department (ORD 2014-12-8205)
  - c. Agreement with the Kentucky Transportation Cabinet for Federal Funding of the Greenway Trail Phase 4 Project (ORD 2015-03-8221)
  - d. Contract with Alert Alarm Systems for purchase and installation of a surveillance system for the Paducah Police Department (ORD 2015-03-8228)
  - e. Agreement with Central Paving Company for 2015-2016 Equipment Rental (ORD 2015-03-8222)
  - f. Agreement with Jim Smith Contracting, LLC for the 2015-2016 Resurfacing Program (ORD 2015-03-8223)
  - g. Agreement with Pine Bluff Sand and Gravel Company for 2015-2015 Limestone (ORD 2015-03-8224)
2. Statement of Compliance with National Bridge Inspection Standards, Bridge Posting Requirements for Paducah, Kentucky (MO 1798)

**BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**  
**2015-2016 Concrete Program: Removal and Replacement**

1. Harper Construction, LLC \*
2. Wilkins Construction Co., Inc.

\* Denotes Recommended Bid

CITY OF PADUCAH  
April 28, 2015

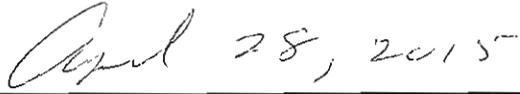
---

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  
April 28, 2015

NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bailey, Kaitlin J	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Byrd, Jesse P	Sports Official	\$20.00/Game	NCS	Non-Ex	April 23, 2015
Clark, Morgan	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 21, 2015
Doles, Summer L	Summer Camp Coordinator	\$9.00/Hr	NCS	Non-Ex	May 7, 2015
Durbin, Alexandra C	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 21, 2015
Elrod, Robert Lynn	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 7, 2015
Farley, Charles E	Park Ranger	\$8.54/Hr	NCS	Non-Ex	April 30, 2015
Hargrove, Molly F	Summer Camp Coordinator	\$9.00/Hr	NCS	Non-Ex	May 7, 2015
Hatton, Patrick B	Summer Camp Coordinator	\$9.00/Hr	NCS	Non-Ex	May 7, 2015
Hollowell, Isaac L	Sports Official	\$20.00/Game	NCS	Non-Ex	April 28, 2015
Hunt, Hannah L	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	April 21, 2015
Myers, William T	Summer Camp Coordinator	\$9.00/Hr	NCS	Non-Ex	May 7, 2015
Sanderson, Gary	Park Ranger	\$8.54/Hr	NCS	Non-Ex	April 30, 2015
Treece, Savannah M	Summer Camp Coordinator	\$9.00/Hr	NCS	Non-Ex	May 7, 2015
Turner, Jesse M	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015

TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Wilkey, Tommy D	Park Ranger	Resignation	April 12, 2015

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - FLOODWALL</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Dodson, James F	Floodwall Operator	Resignation	April 15, 2015

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 28 April 2015

**Short Title:** 2015 US Bulletproof Vest Partnership Grant Application

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Robin Newberry, Sheryl Chino

Presentation By: Chief Brandon Barnhill

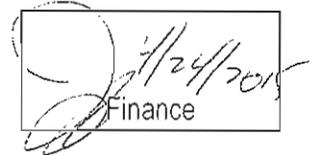
**Background Information:** The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police. The City received over \$7,435.61 from this grant program in 2013.

The Police Department is requesting 40 Safariland Summit SMO2-II body armor vests from the BVP program for a total estimated cost of \$26,000. The Police Department is basing the cost of each vest on an estimate of \$650 each. However, the Police Department is opening bids on May 1, 2015 and the actual cost per vest will be known after bids are opened. The application submitted to the BVP program will be based on the actual cost; not the estimated cost. This grant requires a 50-percent match; therefore, the Police Department will request \$13,000 from the BVP program and provide \$13,000 from the department's FY2016 operating budget.

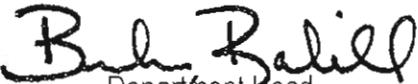
**Goal:**  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

**Funds Available:**

Account Name: 040-000-420-2000  
Project Number:  
File #:  
Account Number:  
CFDA Number:

  
Finance

**Staff Recommendation:** Authorize the mayor to execute all grant application documents and authorize the planning department to submit the grant application via the BVP grant portal.

 Department Head	City Clerk	City Manager
--	------------	--------------

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH  
PLANNING DEPARTMENT TO APPLY FOR A 2015 U.S. BULLETPROOF VEST  
PARTNERSHIP GRANT IN AN AMOUNT NOT TO EXCEED \$13,000 THROUGH THE  
U.S. DEPARTMENT OF JUSTICE FOR USE BY THE POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Paducah Planning Department is hereby authorized to  
apply for a 2015 U.S. Bulletproof Vest Partnership Grant through the U.S. Department of Justice  
in an amount not to exceed \$13,000 to be used to purchase Safariland Summit SMO2-II body  
armor vests for the Police Department. The City will provide a cash match of \$13,000 from the  
Police Department's FY2016 budget.

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, April 28, 2015  
Recorded by Tammara S. Sanderson, City Clerk, April 28, 2015  
\\mo\grants\police-bulletproof vest 2015

Agenda Action Form  
Paducah City Commission

Meeting Date: 28 April 2015

**Short Title:** Center Point Recovery Center – 2015 CDBG Grant

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Sheryl Chino

Presentation By: Steve Ervin

**Background Information:** The Department for Local Government (DLG) has received for the 2015 Funding Cycle \$23,137,162 from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities.

The CDBG program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- benefit to low and moderate income persons;
- prevention or elimination of slums or blight; and,
- meeting particularly urgent community development needs.

On behalf of Four Rivers Behavioral Health, the planning department is proposing the submittal of a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$250,000 thru the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with \$850,644 in other federal and state funds. Local matching funds will not be required from the City of Paducah.

A fee of \$12,500 will be paid to the city for maintaining and providing administration of the funding. A public hearing to discuss the project/application and solicit public comment will be held on April 29, 2015 at 5:00 pm in the City Commission Chambers.

Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

**Funds Available:**

Account Name:

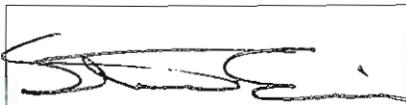
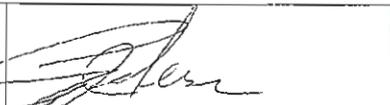
Account Number:

Project Number: XXXXXXXXXX

  
4/24/2015  
Finance

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant application documents.

**Attachments:** None

 Department Head	 City Clerk	 City Manager
--	---	--

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2015 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$250,000 FROM THE OFFICE OF THE GOVERNOR'S DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER POINT PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant from the Office of the Governor Department for Local Development in the amount of \$250,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Center Point Recovery Center. A local match is not required. An administration fee of \$12,500 will be paid to the City for maintaining and monitoring this funding.

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 April 28, 2015  
Recorded by Tammara S. Sanderson, City Clerk, April 28, 2015  
\\mo\grants\cdbg-four rivers recovery center project 2015 4-2015

# Agenda Action Form Paducah City Commission

Meeting Date: April 28, 2015

Short Title: Contract for the 2015-2016 Concrete Program

Ordinance  Emergency  Municipal Order  Resolution  Motion

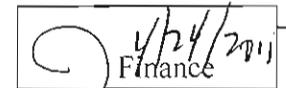
Staff Work By: Brandy Topper-Curtiss, Street Superintendent  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

On March 26, 2015, bids were opened and read aloud for the City of Paducah's 2015-2016 Concrete Program. This program consists of the completion of concrete work within the City such as sidewalks, curb & gutter, concrete entrances and storm inlets. Two bids were received, with Harper Construction, LLC, submitting the lowest evaluated bid. The concrete unit prices, along with excavation hourly rates will begin upon execution of the contract and end December 31, 2016. The contract has a one-year renewal option, ending December 31, 2017, upon the mutual agreement of both parties.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Various Accounts  
Account Number:

  
4/24/2015  
Finance

### Staff Recommendation:

To receive and file the bids submitted for the 2015-2016 Concrete Program and adopt an Ordinance authorizing the Mayor to enter into a contract with Harper Construction, LLC, for the concrete unit prices and excavation hourly rates listed on the attached bid tab for the 2015 and 2016 calendar years ending December 31, 2016; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2017 calendar year ending December 31, 2017, upon the mutual agreement of both parties.

### Attachments:

Advertisement, Bids, Bid Tab, copy of the Contract

Department Head	City Clerk	 City Manager
-----------------	------------	--

ORDINANCE NO. 2015-5-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FOR THE CITY OF PADUCAH'S CALENDAR YEARS 2015 AND 2016 CONCRETE PROGRAM. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Harper Construction, LLC, for the calendar years 2015 and 2016 concrete program, with the option of a one-year extension, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Harper Construction, LLC, of March 26, 2015, for the following unit prices and hourly rates:

**CONCRETE REMOVAL AND REPLACEMENT**

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	\$40.40
2	Curb & gutter (Adjacent to Roadside Edge)	L.F.	\$22.25
3	Curb & Gutter (New Construction)	L.F.	\$23.82
4	Concrete Sidewalk (Remove & Construct)	S.Y.	\$59.70
5	Concrete Sidewalk (New Construction)	S.Y.	\$45.37
6	Concrete Handicap Ramp	S.Y.	\$65.00
7	Concrete Entrance Pavement – 6" (Residential)	S.Y.	\$64.92
8	Concrete Entrance Pavement – 8" (Commercial)	S.Y.	\$69.85
9	Concrete Entrance Pavement – 6" M-Mix	S.Y.	\$78.37
10	Concrete Entrance Pavement - 8" M-Mix	S.Y.	\$82.90
11	Granite Curb Reset with new Concrete Gutter	L.F.	\$47.14
12	Gutter Replacement – Granite Curb in Place	L.F.	\$39.00
13	Concrete Barrier Median	S.Y.	\$75.00
14	Concrete Header Curb – 12"	L.F.	\$28.20
15	Concrete Header Curb – 18"	L.F.	\$36.00
16	Non-Reinforced Concrete 8"	S.Y.	\$64.10
17	Inlet Repair (Existing)	Each	\$810.00
18	Reinforced Concrete New Construction –Class A	C.Y.	\$1,100.00
19	Deep Saw Cut	L.F.	\$6.00
20	Perforated Pipe – 4"	L.F.	\$16.00

**EXCAVATION RATES**

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Trackhoe	HR	\$118.50
2	Backhoe	HR	\$95.00
3	Compactor/Roller	HR	\$79.00
4	Dump Truck	HR	\$92.00
5	Backhoe with Breaker	HR	\$100.00
6	Small Dozer	HR	\$120.00

7	Laborer	HR	\$58.50
---	---------	----	---------

SECTION 2. The Mayor is hereby authorized to execute a contract with Harper Construction, LLC, for concrete work at the unit prices and hourly rates as accepted in Section 1 above, according to the specifications, bid proposal and contract documents heretofore approved and incorporated in the bid of March 26, 2015.

SECTION 3. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for 2015-2016 calendar years ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional One-Year Renewal Agreement extending the contract period for the 2017 calendar year ending December 31, 2017 upon the mutual agreement of both parties. If agreed, this renewal option shall be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have concrete work completed at the quoted prices until the parties have executed the One-Year Renewal Agreement. However, in no case shall the Seller be bound to sell the contract material at these prices past December 31, 2016.

SECTION 4. Expenditures for the City's concrete program shall be charged to various accounts.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, April 28, 2015  
 Adopted by the Board of Commissioners, May 12, 2015  
 Recorded by Tammara S. Sanderson, City Clerk, May 12, 2015  
 Published by The Paducah Sun, \_\_\_\_\_  
 \ord\eng\concrete program 2015 & 2016

**CITY OF PADUCAH  
ENGINEERING-PUBLIC WORKS DEPARTMENT**  
2015-2016 CONCRETE PROGRAM BID TAB  
Bid Opening: Thursday, March 26, 2015 2:00 PM CST

<b>BIDDERS:</b>	Recommend/Acceptance: Harper Construction, LLC 616 Northview St. Paducah, KY 42001	Wilkins Construction Co., Inc. P.O. Box 3027 Paducah, KY 42002-3027
-----------------	---	---

CONCRETE REMOVAL AND REPLACEMENT							
ITEM NO	DESCRIPTION	UNIT	AVG 1 YR TOTAL	UNIT BID PRICE	AVG 1-YR TOTAL x UNIT BID PRICE	UNIT BID PRICE	AVG 1-YR TOTAL x UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	4800	\$40.40	\$185,940.00	\$42.48	\$195,408.00
2	Curb & Gutter (Replacement to Roadside Edge)	L.F.	2000	\$22.25	\$44,500.00	\$38.75	\$77,500.00
3	Curb & Gutter (New Construction)	L.F.	2350	\$23.92	\$55,977.00	\$24.70	\$58,045.00
4	Concrete Sidewalk	S.Y.	4000	\$49.70	\$198,800.00	\$53.00	\$212,000.00
5	Concrete Sidewalk (New Construction)	S.Y.	340	\$45.37	\$15,425.80	\$47.80	\$16,252.00
6	Concrete Handicap Ramp	S.Y.	165	\$65.00	\$10,725.00	\$68.00	\$11,220.00
7	Concrete Entrance Pavement - 6"	S.Y.	675	\$64.92	\$43,821.00	\$67.20	\$45,360.00
8	Concrete Entrance Pavement - 8"	S.Y.	560	\$69.85	\$39,118.00	\$72.90	\$40,824.00
9	Concrete Entrance Pavement - 6" M-Mix	S.Y.	15	\$78.37	\$1,175.55	\$79.50	\$1,192.50
10	Concrete Entrance Pavement - 8" M-Mix	S.Y.	400	\$82.90	\$33,160.00	\$82.00	\$32,800.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	700	\$47.14	\$32,998.00	\$49.00	\$34,300.00
12	Gutter Replacement - Granite/Concrete Curb in Place	L.F.	125	\$39.00	\$4,875.00	\$43.00	\$5,375.00
13	Concrete Barrier Median	S.Y.	100	\$75.00	\$7,500.00	\$68.00	\$6,800.00
14	Concrete Header Curb - 12"	L.F.	20	\$28.20	\$564.00	\$39.00	\$780.00
15	Concrete Header Curb - 18"	L.F.	512	\$36.00	\$18,432.00	\$41.00	\$20,992.00
16	Non-Reinforced Concrete 8"	S.Y.	1100	\$64.10	\$70,510.00	\$64.00	\$70,400.00
17	Inlet Repair (Existing)	Each	20	\$910.00	\$18,200.00	\$900.00	\$18,000.00
18	Reinforced Concrete New Construction Class A	C.Y.	50	\$1,100.00	\$55,000.00	\$1,100.00	\$55,000.00
19	Deep Saw Cut	L.F.	700	\$6.00	\$4,200.00	\$6.00	\$4,200.00
20	Perforated Pipe - 4"	L.F.	100	\$16.00	\$1,600.00	\$12.50	\$1,250.00
					\$880,419.35		\$947,698.50

**EXCAVATION HOURLY RATES**

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Trackhoe	Per Hour	\$118.50	\$115.00	
2	Backhoe	Per Hour	\$95.00	\$85.00	
3	Compactor/Roller	Per Hour	\$79.00	\$70.00	
4	Dump Truck	Per Hour	\$92.00	\$89.00	
5	Backhoe with Breaker	Per Hour	\$100.00	\$90.00	
6	Small Dozer	Per Hour	\$120.00	\$100.00	
7	Laborer	Per Hour	\$58.50	\$57.00	
	Concrete Supplier				Federal Materials
					Federal Materials

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT FOR THE 2015-2016 CONCRETE PROGRAM

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **HARPER CONSTRUCTION. LLC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2015-2016 CONCRETE PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2015 calendar year and the 2016 calendar year ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending December 31, 2017, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2016.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Concrete Removal and Replacement Work and Excavation Work as quoted in the Bid Proposal by the Contractor dated March 26, 2015, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

**Bid prices shall begin upon the execution of this Agreement. Bid prices are firm and will not be altered during the contract period.** The Bidder agrees that no minimum amount of purchase shall be required. Bids shall include sales tax and all other applicable taxes and fees.

**Concrete Removal and Replacement Unit Prices**

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	\$40.40
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	\$22.25
3	Curb & Gutter (New Construction)	L.F.	\$23.82
3	Concrete Sidewalk (Remove & Construct)	S.Y.	\$59.70
4	Concrete Sidewalk (New Construction)	S.Y.	\$45.37
5	Concrete Handicap Ramp	S.Y.	\$65.00
6	Concrete Entrance Pavement – 6" (Residential)	S.Y.	\$64.92
7	Concrete Entrance Pavement – 8" (Commercial)	S.Y.	\$69.85
8	Concrete Entrance Pavement – 6" M-Mix	S.Y.	\$78.37
9	Concrete Entrance Pavement – 8" M-Mix	S.Y.	\$82.90
10	Granite Curb Reset with new Concrete Gutter	L.F.	\$47.14
11	Gutter Replacement – Granite Curb in Place	L.F.	\$39.00
12	Concrete Barrier Median	S.Y.	\$75.00
13	Concrete Header Curb – 12"	L.F.	\$28.20
14	Concrete Header Curb – 18"	L.F.	\$36.00
15	Non-Reinforced Concrete 8"	S.Y.	\$64.10
16	Inlet Repair (Existing)	Each	\$810.00
17	Reinforced Concrete New Construction –Class A	C.Y.	\$1,100.00
18	Deep Saw Cut	L.F.	\$6.00
19	Perforated Pipe ~ 4"	L.F.	\$16.00

**Excavation Rates:**

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE
1	Trackhoe	HR	\$118.50
2	Backhoe	HR	\$95.00
3	Compactor/Roller	HR	\$79.00
4	Dump Truck	HR	\$92.00
5	Backhoe with Breaker	HR	\$100.00
6	Small Dozer	HR	\$120.00
7	Laborer	HR	\$58.50

**ARTICLE 4. PROGRESS PAYMENTS**

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

**ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

**HARPER CONSTRUCTION, LLC**

**CITY OF PADUCAH, KENTUCKY**

BY \_\_\_\_\_

BY \_\_\_\_\_

Gayle Kaler, Mayor

ADDRESS:  
616 Northview  
Paducah, Kentucky 42001

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

**AGENDA ACTION FORM  
PADUCAH CITY COMMISSION**

Meeting Date: April 28, 2015

Short Title: **AUTHORIZING THE SUBLEASE BETWEEN SEAMEN'S CHURCH INSTITUTE AND AMERICAN BUREAU OF SHIPPING, A NEW YORK NOT-FOR-PROFIT CORPORATION**

X Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Lisa Emmons, D & K; Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

**Background Information:**

On October 11, 1996, the City of Paducah, Kentucky entered into a certain Lease Agreement with Seamen's Church Institute of New York and New Jersey, Inc., ("SCI") which lease was extended by Lease Extension Agreement dated September 19, 2011, regarding real property located at the northwest intersection of Kentucky Avenue and South Water Street. SCI operates its Center for Maritime Education, a maritime training school and simulator facility on the leased property. A portion of the leased property is currently subleased by SCI to Whitlow Roberts Maritime Annex.

Upon the termination of the sublease with Whitlow Roberts Maritime Annex, SCI proposes filling the space with a new subtenant, American Bureau of Shipping ("ABS"). ABS is a non-profit organization that works on contract with the US government to make sure marine vessels meet certain regulatory requirements to ensure safety in the marine industry.

It is SCI's position that the addition of ABS in Paducah will be a further enhancement of Paducah's image as the hub of the inland river industry as it brings ABS to its first inland river port city. Other ABS locations include Houston, London, Singapore and Shanghai. As a result, SCI is requesting the City's consent to the sublease.

A copy of the sublease is attached hereto as Exhibit A.

Goal: X Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Staff Recommendation:**

Department Head	City Clerk	City Manager
-----------------	------------	--------------

**ORDINANCE NO. 15-\_\_\_\_\_****AN ORDINANCE AUTHORIZING THE SUBLEASE OF CITY OF  
PADUCAH PROPERTY BETWEEN SEAMEN'S CHURCH  
INSTITUTE OF NEW YORK AND NEW JERSEY, INC.  
("SCI") AND AMERICAN BUREAU OF SHIPPING, A NEW YORK  
NOT-FOR-PROFIT CORPORATION ("ABS")**

WHEREAS, on October 11, 1996, the Board of Commissioners of the City of Paducah, Kentucky entered into a certain Lease Agreement with Seamen's Church Institute of New York and New Jersey, Inc., ("SCI") which lease was extended by Lease Extension Agreement dated September 19, 2011, regarding real property located at the northwest intersection of Kentucky Avenue and South Water Street; and

WHEREAS, said real property is the site on which SCI operates its Center for Maritime Education, a maritime training school and simulator facility; and

WHEREAS, American Bureau of Shipping, a New York not-for-profit corporation, ("ABS") desires to acquire office space in a portion of the real property currently leased by SCI and not currently being used for operation of its Center for Maritime Education; and

WHEREAS, this Sublease between SCI and ABS will enable SCI to more fully perform its purposes and mission; and

WHEREAS, the Board of Commissioners of the City of Paducah wishes to approve the Sublease between SCI and ABS and has determined that the Sublease is in the best interest of the City;

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

Section 1. Recitals and Authorizations. The City hereby approves the Sublease among SCI and ABS (the "Sublease") in substantially the form attached hereto as Exhibit A and made a part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to consent to the Sublease for the purposes therein specified, and the execution and delivery of the Sublease is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Sublease, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Sublease with such changes in the Sublease 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 or the City Manager. The approval of such changes, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Sublease by the authorized 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 the 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 Order are, to the extent of such conflict, hereby repealed and the provisions of this Order 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 \_\_\_\_\_

Adopted by the Board of Commissioners \_\_\_\_\_

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

Published by *The Paducah Sun*, \_\_\_\_\_

----- SUBLEASE -----

THIS SUBLEASE made and entered into on this \_\_\_\_ day of February, 2015, by and between **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, of 50 Broadway, New York City, NY 10004-1607 (hereinafter referred to as "SCI"), and **AMERICAN BUREAU OF SHIPPING**, a New York not-for-profit corporation, of 16855 Northchase Drive, Houston, TX 77060 (hereinafter referred to as "ABS");

WITNESSETH:

WHEREAS, SCI presently occupies certain real property located at the northwest intersection of Kentucky Avenue and South Water Street in Paducah, Kentucky, under a Lease Agreement with the City of Paducah (hereinafter referred to as the "City"), dated October 11, 1996, and a Lease Extension Agreement dated September 19, 2011; and

WHEREAS, said real property is the site on which SCI operates its Center for Maritime Education, a maritime training school and simulator facility; and

WHEREAS, SCI has renovated and remodeled the structure which houses the Center for Maritime Education and is in the process of renovating, restoring and remodeling the remainder of the property leased from the City which adjoins the Center for Maritime Education; and

WHEREAS, ABS desires to acquire office space in a portion of the structure not needed by SCI for operation of its Center for Maritime Education; and

WHEREAS, this Sublease between SCI and ABS will enable SCI to more fully perform its purposes and mission.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, SCI and ABS do hereby agree as follows:

1. **Demised Premises; Common Areas.** SCI does hereby demise and sublet unto ABS a portion of the premises located at 123 Water Street, Paducah, Kentucky, containing Tenant Space of approximately 3,970 square feet, as shown on Exhibit A attached hereto (hereinafter referred to as the "Demised Premises"), and ABS shall have access through the Common Space shown on Exhibit A. ABS will have the non-exclusive right, together with the other occupants and users of the premises, to use the parking areas, driveways, sidewalks, landscaped areas, shared entry lobbies and corridors, shared restrooms, and such other areas (outside of the Demised Premises) that SCI or the City may designate from time to time as common areas (hereinafter referred to as the "Common Areas"), subject to all of the terms and conditions of this Sublease.

2. **Term.** The term of this Sublease shall be for one (1) year beginning on May 1, 2015 and ending on April 30, 2016. This Sublease shall automatically renew on an annual basis for up to three (3) consecutive one (1) year terms upon the same terms and conditions contained herein unless either party provides notice of non-renewal to the other party not later than 90 days prior to the expiration of the then-existing term. The initial one-year term and subsequent renewal terms are referred to herein as the "Term."

3. **Rent.** ABS shall pay to SCI rent for the Demised Premises in the sum of Three Thousand and No/100 Dollars (\$3,000.00) per month (in advance) with the first payment due on the beginning date specified in paragraph 2 above, and each payment thereafter continuing to be due and payable on the same date of each month throughout the Term.

4. **Remodeling and Improvements.** Any remodeling and improvements made by ABS with respect to the Demised Premises shall be at the sole cost and expense of ABS and shall become the sole property of SCI at the termination of the Sublease. ABS shall be responsible, at

its sole cost and expense, to ensure that any remodeling or improvements made by it with respect to the Demised Premises meets all applicable state or city fire, electrical or other codes. During the Term, ABS shall not cause any construction or mechanic's liens to be placed against the Demised Premises by any third party, and in the event that any such construction or mechanic's liens are placed against the Demised Premises, ABS shall be liable for any such liens and shall indemnify and hold SCI harmless from any financial responsibility upon the amounts claimed in said liens. All remodeling or improvements that ABS proposes to make to the Demised Premises shall be subject to the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** ABS shall be solely and exclusively responsible for all monthly charges for electricity, gas, water, telephone and CATV service to the Demised Premises. ABS shall indemnify and hold harmless SCI for any and all liability for its share of any such costs or charges.

6. **Use of the Premises.** ABS shall use the Demised Premises for the following ABS services and its affiliated entities' related functions, all of which shall comply with all applicable codes and regulations:

- Marine engineering
- Marine surveying
- Surveying and inspections for Subchapter M vessels
- Third party verification
- Management system certification
- Research and development
- Risk-based consulting and training
- Training and seminars

7. **Use of Conference Center.** During the Term, SCI will allow ABS to use its conference center on a space available basis for as many as 50 participants at the rate of \$500 per day between 8:00 a.m. and 4:00 p.m.

8. **Vacation of the Premises.** ABS will pay the rent at the time and in the manner aforesaid, and at the expiration of the Term will peaceably yield to SCI the Demised Premises in as good order and repair as when delivered to it, except for damage by fire, casualty, war, insurrection, riot or public disorder, or act upon the part of any government authority, or ordinary wear and tear.

9. **Use and Occupancy.** ABS shall commit no waste or damage on or to the Demised Premises; the Demised Premises shall be used for the purposes hereinabove stated; the Demised Premises shall not be used for any unlawful purpose and no violation of law or ordinance shall be committed thereon; and nothing shall be done or suffered, or any substance kept on the Demised Premises, which will create a nuisance or operate to increase the fire hazard or to cause the insurance rates thereon to be increased.

10. **Assignments and Subletting.** ABS shall not assign or transfer this Sublease or any interest therein, nor sublet any portion of the Demised Premises without the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that ABS shall be permitted to assign or transfer this Sublease or any interest therein, or sublet all or any portion of the Demised Premises, to any Affiliate of ABS, without the prior written consent of SCI or the City. For purposes of this Agreement, the term "Affiliate of ABS" shall mean, ABS Group of Companies, Inc., a New Jersey corporation, or any of its direct or indirect subsidiaries, including, without limitation, ABSG Consulting Inc., a New York corporation.

11. **Abandonment.** If ABS shall abandon or vacate the Demised Premises before the end of the Term, or any other event happens entitling SCI to lawfully take possession thereof, SCI may take possession of the Demised Premises and relet the same without such action being deemed an acceptance of a surrender of this Sublease, or in any way terminating ABS's liability hereunder, and ABS shall remain liable to pay the monthly rent, plus the cost of any expenses incident to SCI's repossession and reletting.

12. **Fire and Unsafe Building.** If the Demised Premises shall be so damaged by fire or other casualty as to be rendered untenable, the rent shall be forthwith abated and SCI may, at its option, declare this Sublease terminated, or it may, within thirty (30) days from the date of such fire or other casualty, notify ABS that SCI will repair or reconstruct the Demised Premises; and in such event, ABS shall resume its liability for rent from the time such repair or reconstruction is completed.

13. **Transfer by Operation of Law.** If, by reason of any act or omission on the part of ABS, the Demised Premises or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff or other officer, by and through any court process, or by operation of law, SCI may, at its option, terminate this Sublease at any time thereafter by notice to ABS and may accept rent from such receiver, trustee, assignee, or officer, without affecting or impairing their right to so terminate this Sublease at any time hereafter or impairing any other right of SCI under this Sublease.

14. **Rights on Default.** Should ABS fail to pay the rent by the first day of any month in which the rent is due, SCI shall give ABS written notice thereof, and if ABS does not pay the rent within ten (10) days of ABS's receipt of such notice, SCI shall have the option at any time thereafter to declare ABS in default and to declare immediately due and payable all the rent then

due and thereafter to become due during the unexpired Term. The failure of SCI to exercise any of such options at the time of the default shall not operate as a forfeiture or waiver thereof, it being the intent of the parties that any of such options may be exercised at the election of SCI once the rent accrues, irrespective of the passage of time from and after the accrual of the rent. Should ABS fail to pay the rent within the 10-day cure period as hereinbefore stated, SCI shall have the option to enter and take possession of the premises and no notice to quit or demand for the premises shall be necessary to recover possession of the same. This option is in addition to and cumulative with SCI's option to declare the Sublease in default and the entire unpaid rent required under this Sublease to be due and payable.

In the event ABS violates any of the covenants or provisions of this Sublease other than the payment of rent, the violation shall be corrected within thirty (30) days of ABS's receipt of notice of such violation from SCI. If the violation is not substantially corrected, or ABS is not proceeding diligently to correct the violation within 30 days of notice, SCI shall have the option of entering and taking possession of the Demised Premises without further notice to or demand upon ABS; and SCI may declare the entire balance of the rent required under this Sublease to be due and payable.

Upon any default by ABS, nothing in this paragraph 14 shall be deemed to require SCI to relet the Demised Premises and mitigate SCI's damages, and the entire unpaid rent under this Sublease shall be immediately due and payable by ABS to SCI, and SCI may seek any other remedies available to SCI under applicable law.

15. **ABS's Liability.** ABS shall indemnify and save SCI harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from ABS's use or

occupancy of the Demised Premises or the Common Areas during the Term, except to the extent caused by the negligence or willful misconduct of SCI's employees, agents or contractors. Likewise, ABS shall indemnify and save City harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from ABS's use or occupancy of the Demised Premises or the Common Areas during the Term, except to the extent caused by the negligence or willful misconduct of City's employees, agents or contractors. ABS shall carry comprehensive general liability insurance covering its use of the Demised Premises and the Common Areas and for property damage liability with limits of liability of not less than \$1,000,000 per person and not less than \$500,000 for property damage. SCI and the City will be additional insureds in said liability policy, and ABS shall have its liability insurance carrier issue a certificate of insurance to SCI and the City.

16. **Quiet Possession**. So long as ABS pays its rent and all other charges herein provided, and observes and keeps the covenants, agreements and conditions of this Sublease on its part to be kept, ABS shall lawfully and quietly hold, occupy and enjoy the Demised Premises during the Term without interference by SCI, except as may be reasonably necessary for SCI to enforce any of its rights under this Sublease.

17. **Maintenance and Repairs**. ABS, at ABS's sole cost and expense, shall keep and maintain the Demised Premises in good condition and repair, ordinary wear and tear excepted, which obligations of ABS shall include the maintenance, repair and replacement of all interior surfaces of exterior walls and demising walls; interior walls, moldings, partitions and ceilings; carpeting; non-structural interior components; interior windows, plate glass and doors; kitchen or break-room fixtures, appliances and equipment; and ABS's personal property.

SCI shall keep and maintain, or cause the City to keep and maintain, as provided in the Lease Agreement between SCI and City the following portions of the building in which the Demised Premises are located (hereinafter referred to as the "Building") in good condition and repair, ordinary wear and tear excepted: exterior surfaces of the exterior walls and roof of the Building; structural integrity of the footings, foundation, slabs, floors, columns, exterior walls, roof and other structural elements of the Building; exterior doors, windows and plate glass of the Building; building standard electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Demised Premises and the Building; building standard light bulbs, tubes, ballasts and starters; demising walls installed by SCI or the City inside the Building; and the Common Areas.

18. **Insurance on Contents.** ABS shall carry, at ABS's expense, casualty insurance covering all risks of loss to its personal property, furniture, equipment, improvements, and other insurable personal property in amounts not less than the replacement cost of such property. SCI shall have no liability for any damage to ABS's personal property, furniture, equipment, or improvements, except to the extent caused by the negligence or willful misconduct of SCI or its employees, contractors or agents.

19. **Taxes.** ABS shall be responsible for any tangible or intangible personal property taxes on ABS's assets that are located on the Demised Premises.

20. **Lease Acceptance and Attornment.** ABS represents and warrants that it has read the original Lease Agreement dated October 11, 1996 and Lease Extension Agreement dated September 19, 2011 by and between the City and SCI, as extended, and ABS accepts those terms, covenants, provisions, and conditions of said Lease as would be applicable to its occupancy as a Sublessee, including all default and term provisions, except to the extent

modified by this Sublease. Further, ABS agrees to attorn to City as its Lessor in the event SCI's lease rights shall terminate.

21. **Holdover**. If ABS shall, with the consent of SCI, holdover after the expiration or sooner termination of this Sublease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, ABS shall pay to SCI the rental agreed upon, and shall continue to be bound by all of the provisions of this Sublease. Such holding over period may be terminated by either party upon 30 days written notice of intent to terminate.

22. **Notices**. Any notice, demand or communication, whether intended for SCI or ABS, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Certified Mail, fax or e-mail to the address of the applicable party as listed on this Sublease. These addresses are as follows:

**SCI -** Seamen's Church Institute of New York and New Jersey, Inc.  
50 Broadway  
New York, NY 10004-1607  
Fax: (212) 349-8342  
Email: [drider@seamenschurch.org](mailto:drider@seamenschurch.org)

**ABS -** American Bureau of Shipping  
16855 Northchase Drive  
Houston, TX 77060  
Fax: (281) 877-5946  
Email: [tsnow@eagle.org](mailto:tsnow@eagle.org)

With copy to: Legal Department  
[relvne@eagle.org](mailto:relvne@eagle.org)

23. **Waiver**. No waiver by SCI or any breach of the terms and conditions hereof by ABS shall operate or shall be construed to affect any other breach of such terms and conditions. No delay or omission on the part of SCI to exercise any right or power accorded to it under the

terms hereof shall impair any such right or power or shall be construed to be a waiver of its privileges to exercise any such right or power, and any such right or power may be exercised from time to time as often as it may be deemed expedient.

24. **Entire Agreement.** Any prior agreements between the parties are deemed terminated and superseded by this Sublease. This Sublease contains all the terms and conditions and understandings between the parties. None of the provisions of this Sublease may be changed, modified or waived except in writing, properly executed by both parties.

25. **Applicable Law.** This Sublease shall be governed by and construed under the laws of the Commonwealth of Kentucky.

26. **Binding Effect.** This Sublease shall be binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns.

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

SCI:

SEAMEN'S CHURCH INSTITUTE OF  
NEW YORK AND NEW JERSEY, INC.

BY: David Rider

REV. DAVID RIDER, President

ABS:

AMERICAN BUREAU OF SHIPPING

BY: John J. [Signature]

Title: Sr. Vice President

MARCIA EBENHARDT  
NOTARY PUBLIC STATE OF NEW YORK  
NEW YORK COUNTY  
LIC. 0018888788 3/28/2015  
COMM. EXP.

STATE OF New York )  
COUNTY OF New York ) : ss.

*Marcia Ebenhardt*

Subscribed, sworn to and acknowledged before me by SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC., by and through its duly authorized President, REV. DAVID RIDER, on this the 23 day of April, 2015, 2015.

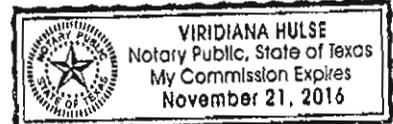
My commission expires: \_\_\_\_\_ NOTARY PUBLIC  
Notary ID # \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Harris ) : ss.

Subscribed, sworn to and acknowledged before me by AMERICAN BUREAU OF SHIPPING, by and through its duly authorized officer, John Ryder, on this the 21 day of April, 2015. *J. Ryder*

My commission expires: November 21, 2016 NOTARY PUBLIC  
Notary ID # 476669

OWNER CONSENT



By signing below, the City of Paducah, as owner and lessor, agrees and consents to the foregoing Sublease according to the terms and conditions contained therein and specifically agrees that ABS's right to use the Demised Premises in accordance with this Sublease shall not be affected by the termination of SCI's lease with the City of Paducah for these premises.

CITY OF PADUCAH

BY: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby certify that this instrument has been prepared by:  
Law Offices  
McMurry & Livingston, PLLC  
201 Broadway, P.O. Box 1700  
Paducah, KY 42002-1700  
(270) 443-6511

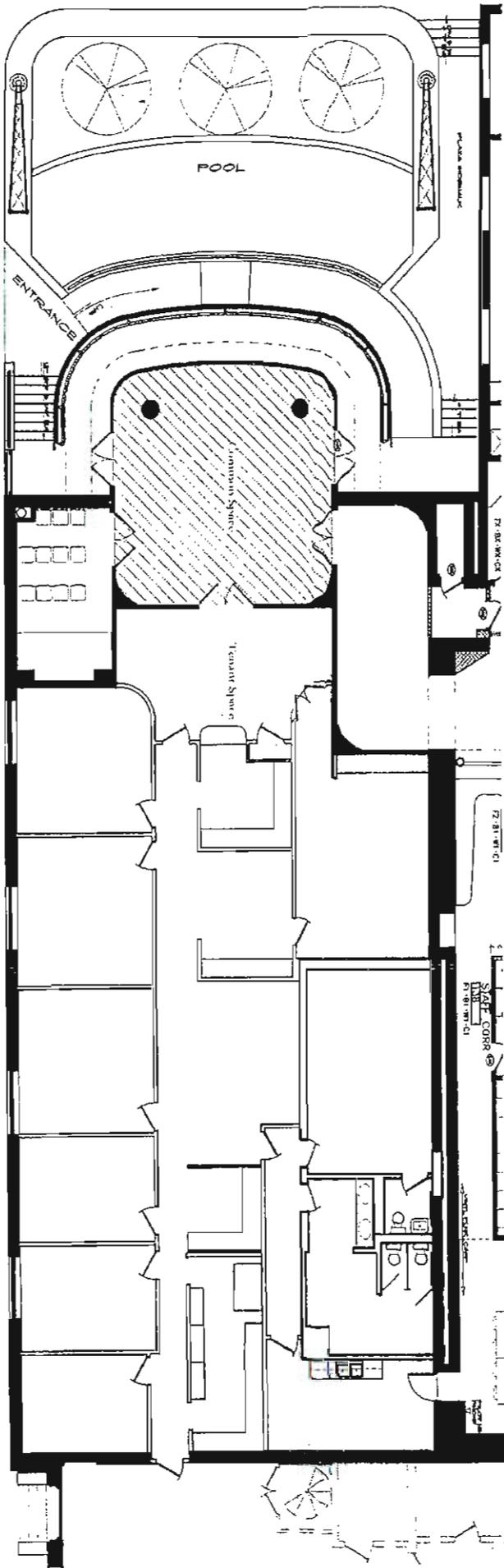
By: \_\_\_\_\_  
STEPHEN E. SMITH, JR.



Building  
North

# 01

Partial  
Floor Plan  
Scale: 1/76" = 1'-0"



### LEGEND

	COMMON SPACE 629 SQ. FEET
	TENANT SPACE 3,970 SQ. FEET

NOTE:  
AREA CALCULATIONS ARE BASED ON MEASUREMENT TO THE FINISHED  
FACE OF WALLS IN THE TENANT SPACE AND COMMON SPACE.  
THESE DRAWINGS ARE TAKEN FROM ARCHIVE INFORMATION AND REQUIRE  
FIELD VERIFICATION.

EXHIBIT "A"