



CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 1, 2015
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE-Gavin Smith, 5th Grader at Clark Elementary School

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>MOTION</u>
		A. R & F Documents
	III.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Changes
	IV.	<u>ORDINANCES – ADOPTION</u>
		A. Right of First Refusal Agreement between the City and Paducah Riverfront Hotel for the Downtown Hotel – S. DOOLITTLE
		B. Approve Payment for Purchase of Rescue Tools for the Fire Department – FIRE CHIEF KYLE
		C. Approve Change Order #1 for the Parks Services Recreation Center Roof Replacement – R. MURPHY
		D. Approve Reimbursement Agreement with Atmos Energy for Olivet Church Road Improvement Project – R. MURPHY
		E. Contract for Services for Barkley Regional Airport – CITY MGR
	V.	<u>ORDINANCES - INTRODUCTION</u>
		A. Accept Bid and Approve Contract for Construction of Single Family Residence at 1606 Harrison – S. ERVIN
		B. Authorize Mayor to Execute a Subordination Agreement between the City and CFSB for 533 Madison Street – S. ERVIN
		C. Amend 126-76, Sign Ordinance of the Paducah Code of Ordinances – S. ERVIN
		D. Amending Section 126-83, Landscape Regulations of the Paducah Zoning Ordinance – S. ERVIN
		E. Amending Section 126-108, Downtown Business Townlift Zone, B_2-T, of the Paducah Zoning Ordinance – S. ERVIN

		F. Approve Sole Source Purchase of Body Cameras for Police Officers – POLICE CHIEF BARNHILL
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

August 25, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, August 25, 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, Rhodes, and Wilson and Mayor Kaler (4). Commissioner Gault was absent (1).

PLEDGE OF ALLEGIANCE

Kate Bidwell, Clark Elementary 5th Grader, led the pledge.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the reading of the minutes for the August 11, 2015 City Commission meeting be waived and the Minutes of said meeting prepared by the City Clerk be approved as written.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

RESOLUTION

SUPPORT McCRACKEN COUNTY SUBMISSION OF AN APPLICATION TO PARTICIPATE IN THE KENTUCKY WORK READY COMMUNITIES INITIATIVE

Mayor Kaler offered motion, seconded by Commissioner Abraham, that a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY SUPPORTING MCCRACKEN COUNTY'S SUBMISSION OF AN APPLICATION FOR WORK READY COMMUNITIES IN THE KENTUCKY WORKFORCE INVESTMENT BOARD'S WORK READY COMMUNITIES INITIATIVE", be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

APPOINTMENTS

PADUCAH HUMAN RIGHTS COMMISSION

Mayor Kaler made the following appointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Gwen Taylor as a member of the Paducah Human Rights Commission to replace Shulorn Jeter whose term has expired. This term will expire July 24, 2018."

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners approve the recommendation of Mayor Kaler in appointing Gwen Taylor as a member of the Paducah Human Rights Commission.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

CIVIC BEAUTIFICATION BOARD

Mayor Kaler made the following reappointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Jackie Smith, Henry Barbour, Rita McKeel, Mary Hammond, Kathy Keeney, Chuck Wahl, and Paul Grumley to the Civic Beautification Board. These terms will expire July 1, 2019.

August 25, 2015

FURTHERMORE, subject to the approval of the Board of Commissioners, I hereby appoint Cindy Jones, Debbie Long, and Trish Hines to the Civic Beautification Board to replace Mary Thompson, Phyllis Stovesand, and Ro Morse, respectively, whose terms have expired. These terms will expire July 1, 2019.

Commissioner Abraham offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners approve the action of Mayor Kaler in reappointing Jackie Smith, Henry Barbour, Rita McKeel, Mary Hammond, Kathy Keeney, Chuck Wahl, and Paul Grumley and in appointing Cindy Jones, Debbie Long, and Trish Hines as members of the Civic Beautification Board.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

TREE ADVISORY BOARD

Mayor Kaler made the following reappointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Henry Barbour as a member of the Tree Advisory Board. This term will expire July 26, 2019."

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Kaler in reappointing Henry Barbour as a member of the Tree Advisory Board.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

PADUCAH PLANNING COMMISSION

Mayor Kaler made the following reappointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint John Shadle and Lorraine Schramke as members of the Paducah Planning Commission. These terms will expire August 31, 2019."

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners approve the action of Mayor Kaler in reappointing John Shadle and Lorraine Schramke as members of the Paducah Planning Commission.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

BOARD OF ADJUSTMENT

Mayor Kaler made the following reappointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Carol Young and Tracy Jones as members of the Board of Adjustment. These terms will expire August 31, 2019."

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Kaler in reappointing Carol Young and Tracy Jones as members of the Board of Adjustment.

August 25, 2015

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

FOREST HILLS VILLAGE INC. BOARD

Mayor Kaler made the following reappointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Brad Arterburn and Shirley Walker as members of the Forest Hills Village, Inc. Board. These terms will expire November 4, 2019."

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Kaler in reappointing Brad Arterburn and Shirley Walker as members of the Forest Hills Village, Inc. Board.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

MOTION

R & F DOCUMENTS

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

DOCUMENTS

1. Notice of Cancellation for the Paducah Board of Commissioners for August 18, 2015
2. Certificates of Liability Insurance:
 1. B & R Electrical, Inc.
 2. Falconite Real Estate Holdings, LLC
 3. Abell Rail Service, LLC
 4. Luther Snow Concrete, Inc.
3. Deed of Conveyance with 432 Broadway, LLC for the property located at 432 Broadway (ORD 2015-07-8276)
4. Deed of Conveyance with Tommy and Darlyne Fletcher for a portion of 3341 Olivet Church Road for Permanent Drainage and Public Utility Easement for Olivet Church Road Project (MO # 1850)
5. Deed of Conveyance with Eric and Karen Good for a portion of 5101 Concord Avenue for Permanent Drainage and Public Utility Easement for Olivet Church Road Project (MO # 1849)
6. Contracts/Agreements:
 1. One-Year Renewal Agreement with Aramark Uniform Services for the Engineering-Public Works and Parks Departments (ORD 2012-08-7961)
 2. Grant Agreement for the Community Development Block Grant project for the Four Rivers Recovery Center (ORD # 2015-06-8266)
7. Notice of Termination of the Memorandum of Understanding with Coca-Cola Refreshments USA, Inc. dated October 31, 2013
8. Notice of Approval of Evidentiary Materials and Release of Funds for the Community Development Block Grant for the Four Rivers Recovery Center
9. Real Estate Closing Documents with Kentucky Holdings I, LLC for the property located at 501 N. 3rd Street
 1. Pre-Closing Documents
 - i. Real Estate Purchase Agreement
 - ii. Ordinance No. 2015-3-8229

August 25, 2015

- iii. Notice of Adoption and Summary of Ordinance
- iv. Seller Resolution
- v. Seller Good Standing Certificate
- vi. Seller Closing Instructions
2. Closing Documents
 - i. Settlement Statement (HUD-1)
 - ii. HUD-1 Certification
 - iii. Deed of Conveyance
 - iv. Non-Foreign Affidavit
 - v. Tax Agreement
 - vi. Owner's Affidavit and Gap Undertaking
 - vii. Copy of Check/Wiring Instructions
3. Title Documents
 - i. Title Examination letter
4. Post Closing Documents
 - i. Termination of Lease with unknown tenant
 - ii. Release of Assignment of Rents from Paducah Bank (no exception)

BID FOR PLANNING DEPARTMENT

908 Clark Street/403 South 9th Street

1. Don & Jenniffer Bryant*

2530, 2540, & 2545 Barnett Street

1. Michael Todd Knuckles*

1009 Boyd Street

1. Ray S. Cobb*

1006 South 11th Street

1. Miguel Pascual Elias*

1028 South 4th Street

1. Laymon Blair*

*Denotes recommended bid

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

MUNICIPAL ORDERS

PERSONNEL CHANGES

Commissioner Abraham offered motion, seconded by Commissioner Wilson, 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)

August 25, 2015

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4).

APPROVE REQUEST FOR FUNDS FROM THE KENTUCKY FIRE SPRINKLER ASSOCIATION FOUNDATION FOR THE JUVENILE FIRESETTER INTERVENTION PROGRAM

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR OR HER DESIGNEE TO SUBMIT A LETTER OF REQUEST TO THE KENTUCKY FIRE SPRINKLER ASSOCIATION FOUNDATION (KFSCA) TO REQUEST \$2,500, FOR FUNDING TO CONTINUE SUPPORT FOR THE JUVENILE FIRESETTER INTERVENTION PROGRAM," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). M.O. 1853: BK 9

RENAISSANCE ON MAIN SMALL GRANT PROGRAM

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY ON BEHALF OF PADUCAH MAIN STREET THROUGH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT, RENAISSANCE ON MAIN PROGRAM, FOR FUNDS IN AN AMOUNT NOT TO EXCEED \$5,000, FOR THE ARTFUL BIKE RACKS PROJECT," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). M.O. 1854: BK 9

DECLARATION AND SALE OF SURPLUS PROPERTY LOCATED AT 2530, 2540, AND 2546 BARNETT STREET

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF MICHAEL TODD KNUCKLES IN THE AMOUNT OF \$1,500 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 2530, 2540 AND 2546 BARNETT STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED FOR SAME," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). M.O. 1855: BK 9

DECLARATION AND SALE OF SURPLUS PROPERTY LOCATED AT 1009 BOYD STREET

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF RAY S COBB IN THE AMOUNT OF \$300 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 1009 BOYD STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). M.O. 1856: BK 9

August 25, 2015

DECLARATION AND SALE OF SURPLUS PROPERTY LOCATED AT 1028 SOUTH 4TH STREET

Commissioner Wilson offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF LAMON BLAIR IN THE AMOUNT OF \$50 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 1028 SOUTH 4TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). M.O. 1857: BK 9

DECLARATION AND SALE OF SURPLUS PROPERTY LOCATED AT 1006 SOUTH 11TH STREET

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF MIGUEL ELIAS IN THE AMOUNT OF \$50 FOR PURCHASE OF THE REAL PROPERTY LOCATED AT 1006 SOUTH 11TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE."

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). M.O. 1858: BK 9

ORDINANCES – ADOPTION

APPROVE INDUSTRIAL REVENUE BONDS FOR DOWNTOWN HOTEL

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$12,000,000 INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2015 (PADUCAH RIVERFRONT HOTEL, LP 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 RIVERFRONT HOTEL, LP; 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 2015 (Paducah Riverfront Hotel, LP Project), in an aggregate principal amount not to exceed \$12,000,000 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 Riverfront Hotel, LP (the "Lessee"), a Kentucky limited partnership, 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

August 25, 2015

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.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-8-8283; BK 34

APPROVING PARKING SITE LEASE FOR THE DOWNTOWN HOTEL

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A PARKING SITE LEASE BETWEEN THE CITY OF PADUCAH, KENTUCKY AND PADUCAH RIVERFRONT HOTEL, LP WITH RESPECT TO A PUBLIC PROJECT AND AUTHORIZING THE EXECUTION OF THE PARKING SITE LEASE AND OTHER DOCUMENTS RELATED THERETO." This ordinance is summarized as follows: This Ordinance approves and authorizes the execution on behalf of the City of a parking site lease with Paducah Riverfront Hotel, LP for purposes of hotel development beneficial to the economic development of the downtown area upon the terms set forth in the Development Agreement dated June 29, 2015. A copy of the Ordinance and the form of the basic document for such transaction will be on file in the office of the City Clerk.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-8-8284; BK 34

CONTRACT FOR SERVICES FOR PADUCAH TRANSIT AUTHORITY

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM FOR PUBLIC TRANSPORTATION SERVICES." This ordinance is summarized as follows: That the Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00 for public transportation services for the Paducah/McCracken County area. This contract expires June 30, 2016.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-8-8285; BK 34

CONTRACT FOR SERVICES FOR LUTHER F CARSON FOUR RIVERS CENTER

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 CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER INC. FOR SPECIFIC SERVICES." This ordinance is summarized as follows: That the Mayor is hereby authorized to execute a contract with the Luther F. Carson Four Rivers

August 25, 2015

Center Inc. in the amount of \$64,337, to provide an extensive youth performance schedule in continuing with their tradition of the "Class Act" series. This contract shall expire June 30, 2016.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-8-8286; BK 34

CONTRACT FOR SERVICES FOR PADUCAH JUNIOR COLLEGE – COMMUNITY SCHOLARSHIP PROGRAM

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE COMMUNITY SCHOLARSHIP PROGRAM." This ordinance is summarized as follows: That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$125,000 for the Community Scholarship Program. This contract shall expire June 30, 2016.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-8-8287; BK 34

ORDINANCES – INTRODUCTION

RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE CITY AND PADUCAH RIVERFRONT HOTEL FOR THE DOWNTOWN HOTEL

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND PADUCAH RIVERFRONT HOTEL, LP WITH RESPECT TO A PUBLIC PROJECT AND AUTHORIZING THE EXECUTION OF THE RIGHT OF FIRST REFUSAL AGREEMENT AND OTHER DOCUMENTS RELATED THERETO." This ordinance is summarized as follows: This Ordinance approves and authorizes the execution on behalf of the City a Right of First Refusal Agreement with Paducah Riverfront Hotel, LP for purposes of hotel development beneficial to the economic development of the downtown area upon the terms set forth in the Development Agreement dated June 29, 2015. A copy of the Ordinance and the form of the basic document for such transaction will be on file in the office of the City Clerk.

APPROVE PAYMENT FOR PURCHASE OF RESCUE TOOLS FOR THE FIRE DEPARTMENT

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ADVANCED FIRE AND RESCUE EQUIPMENT FOR THE PURCHASE OF RESCUE EQUIPMENT TO BE USED BY THE PADUCAH FIRE DEPARTMENT." This ordinance is summarized as follows: That the City of Paducah hereby authorizes and directs the Finance Director to make payment in the amount of \$27,346.00 to Advanced Fire and Rescue Equipment for the purchase of the rescue equipment listed below to be used by the Paducah Fire Department:

GENESIS E-FORCE CUTTER	\$9,795.00
GENESIS E-FORCE SPREADER	9,250.00

August 25, 2015

GENESIS E-FORCE BATTERY	156.00
GENESIS E-FORCE RAM	7,495.00
GENESIS E-BATTERY PACK	650.00

APPROVE CHANGE ORDER #1 FOR THE PARKS SERVICES RECREATION CENTER ROOF REPLACEMENT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH WOODALL COMPANIES, LLC, FOR THE PADUCAH PARKS SERVICES RECREATION CENTER ROOF REPLACEMENT PROJECT." This ordinance is summarized as follows: The Mayor is hereby authorized to execute Change Order No. 1 with Woodall Companies, LLC, in the amount of \$1,976.00 for additional materials and necessary work required to complete the roof replacement project at the Paducah Parks Services Recreation Center; therefore, increasing the total contract price to \$31,514.00.

APPROVE REIMBURSEMENT AGREEMENT WITH ATMOS ENERGY FOR OLIVET CHURCH ROAD IMPROVEMENT PROJECT

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT FOR GAS CONSTRUCTION REQUIRED FOR THE OLIVET CHURCH ROADWAY IMPROVEMENT PROJECT." This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Mayor to execute an agreement between Atmos Energy and the City of Paducah, Kentucky, for reimbursement for actual labor and materials necessary for gas construction to complete the Olivet Church Roadway Improvement Project, estimated at \$14,195.50.

CONTRACT FOR SERVICES FOR BARKLEY REGIONAL AIRPORT

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 BARKLEY REGIONAL AIRPORT FOR PROVIDING GENERAL AVIATION AND AIR CARRIER SERVICES." This ordinance is summarized as follows: That the Mayor is hereby authorized to execute a contract with Barkley Regional Airport in the amount of \$136,430, payable in quarterly installments of \$34,107.50 each, for providing general aviation and air carrier services to the citizens of McCracken County and surrounding regions. This contract shall expire June 30, 2016.

CITY MANAGER REPORT

City Manager gave an update for "what's going on in the workplace" as reported in the City Commission Highlights prepared by Public Information Officer Pam Spencer.

"City Manager Updates:

- The City has been working with HDR Engineering to prepare a request for proposals to solicit bids for solid waste receiving, transport, and disposal services which also will include provisions for the operation of a transfer facility and the transport and disposal of recyclable materials. The RFP may be finalized next month with a new contract for services expected early next year.
- The City is negotiating an agreement with one of the consultants who provided a proposal for the City Hall project. The consultant will be responsible for providing a dual pathway approach to the

August 25, 2015

project by looking at the specifications and costs of rehabilitating the existing building and constructing a new facility.

- The City Manager will be meeting with Engineering-Public Works Department staff this week to discuss the preparation of a request for qualifications for an assessment of the City's storm water system. Staff also is researching financing tools including a storm water management fee.
- A complete set of plans has been submitted to the Fire Prevention Division for review for the downtown hotel project, the Holiday Inn planned for adjacent to the Julian Carroll Convention Center.
- The demolition of 432 Broadway has had a delay due to the discovery of support structures that overlap between 432 Broadway and the adjacent building. A licensed surveyor has completed a survey of the buildings. Additional analysis from a structural engineer will be forthcoming."

MAYOR & COMMISSIONER COMMENTS

There were no comments.

PUBLIC COMMENTS

There were no public comments.

Upon motion the meeting adjourned.

ADOPTED: September 1, 2015

City Clerk

Mayor

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

DOCUMENTS

1. Certificates of Liability Insurance:
 - a. B.L. Bennett & Associates, Inc.
 - b. Faughn Electric, Inc.

2. Contracts for Services:
 - a. Luther F. Carson Four Rivers Center, Inc. (ORD 2015-08-8286)
 - b. Paducah Transit Authority (ORD 2015-08-8285)
 - c. Paducah Junior College, Inc. – Community Scholarship Program (ORD 2015-08-8287)

3. Contracts/Agreements:
 - a. Agreement with Mott Electric, LLC for Police Station Generator Project (ORD 2015-08-8282)
 - b. Contract with Kentucky Department of Fish and Wildlife Resources for a Reimbursable Grant Award for Construction of a Transient Boat Doc for the Paducah Riverfront Redevelopment Plan (ORD 2014-09-8186)
 - c. Agreement with Brandstetter Carroll, Inc. for design and construction management of a Health Park (ORD 2015-08-8281)

4. Paducah Water Works Financial Highlights for July 2015

BID FOR PLANNING DEPARTMENT

New Single Family Construction – 1606 Harrison Street

1. Jim Steele Construction
2. Mitchell Construction*

CITY OF PADUCAH
September 1, 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

8-28-15

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
September 1, 2015

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - STREET</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Willett, Thomas D	ROW Maintenance Person	Termination	August 10, 2015

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Brown, Hunter N	Lifeguard	Seasonal Employment	August 27, 2015
Cook, Jacob T	Lifeguard	Seasonal Employment	August 27, 2015
Curry, Micheal	Lifeguard	Seasonal Employment	August 27, 2015
DeNeve, Mark M	Lifeguard	Seasonal Employment	August 27, 2015
Dew, Caroline A	Lifeguard	Seasonal Employment	August 27, 2015
Donald, Tyanne	Pool Attendant	Seasonal Employment	August 27, 2015
Grewelle, Courtney R	Pool Manager	Seasonal Employment	August 27, 2015
Hack, Katelyn F	Pool Attendant	Seasonal Employment	August 27, 2015
Harned, Emme C	Lifeguard	Seasonal Employment	August 27, 2015
Jez, Elise N	Lifeguard	Seasonal Employment	August 27, 2015
Kaylor, Zoey	Lifeguard	Seasonal Employment	August 27, 2015
Key, Kolbee A	Lifeguard	Seasonal Employment	August 27, 2015
LeMaster, Morgan	Pool Attendant	Seasonal Employment	August 27, 2015
Martin, John W	Lifeguard	Seasonal Employment	August 27, 2015
McCallum, Anntoinette M	Pool Attendant	Seasonal Employment	August 27, 2015
McCollum, Emily G	Pool Attendant	Seasonal Employment	August 27, 2015
Meadows, Allyson M	Pool Attendant	Seasonal Employment	August 27, 2015
Meadows, Taylor B	Head Pool Attendant	Seasonal Employment	August 27, 2015
Meier, Miranda A	Head Lifeguard	Seasonal Employment	August 27, 2015
Miller, Ashley J	Lifeguard	Seasonal Employment	August 27, 2015
Oliver, Mekala E	Lifeguard	Seasonal Employment	August 27, 2015
Owen, Taylor T	Lifeguard	Seasonal Employment	August 27, 2015
Quigley, Brett	Lifeguard	Seasonal Employment	August 27, 2015
Riley, Cassidy N	Lifeguard	Seasonal Employment	August 27, 2015
Sims, Tanner S	Lifeguard	Seasonal Employment	August 27, 2015
Smith, Ceriae A	Pool Attendant	Seasonal Employment	August 27, 2015
Smith, Joya S	Pool Attendant	Seasonal Employment	August 27, 2015
Sparks, Hali Ann	Pool Attendant	Seasonal Employment	August 27, 2015
Waltmon, Mykala G	Pool Attendant	Seasonal Employment	August 27, 2015
Wilke, Alyssa R	Lifeguard	Seasonal Employment	August 27, 2015
Winters, Nicole M	Pool Manager	Seasonal Employment	August 27, 2015

Agenda Action Form Paducah City Commission

Meeting Date: ~~August 11~~, 2015

Short Title: AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND PADUCAH RIVERFRONT HOTEL, LP AND AUTHORIZING THE EXECUTION THE RIGHT OF FIRST REFUSAL AGREEMENT AND OTHER DOCUMENTS RELATED THERETO

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Doolittle
Presentation By: Doolittle

Background Information: In the development agreement for the Holiday Inn, we granted a right-of-first-refusal to the developer on the nursing home site and referenced a definitive agreement. This ordinance authorizes the Mayor to enter into a definitive agreement for the right.

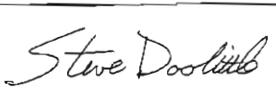
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: NA
Account Number: NA

Finance

Staff Recommendation:

Approve

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

Meeting Date: 08/25/2015

Short Title: Request for an Ordinance authorizing payment to a vendor for an aggregate amount over \$20,000 in the amount of \$27,346.00

Ordinance Emergency Municipal Order Resolution Motion

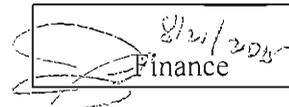
Staff Work By: Kevin McKellips
Presentation By: Steve Kyle

Background Information:

This is for the purchase of five different pieces of rescue equipment from Advanced Fire and Rescue Equipment totaling \$27,346.00. No one item is over twenty thousand dollars (\$20,000), ^{however} ~~38~~ bids were taken, but the aggregate total of all items purchased exceeds (\$20,000) and requires an ordinance for purchase.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:


Finance

Funds for rescue equipment were included in 2016 budget.

Account Name: Fire Hoses/Rescue Equipment
Account Number: 001-1802-~~532~~-40-13

522
2015-08-25

Staff Recommendation:

Staff recommends adoption of ordinance authorizing payment of \$27,346.00 to Advanced Fire and Rescue.

Attachments:

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

Meeting Date: August 25, 2015

Short Title: To Authorize Change Order #1 for the Paducah Park Services Recreation Center Roof Replacement 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:

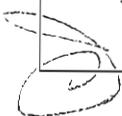
On June 2, 2015, Ordinance #2015-06-8246 was adopted authorizing the Mayor to execute a contract with Woodall Companies, LLC, in the amount of \$29,538.00 for the Paducah Park Services Recreation Center Roof Replacement Project. Subsequently, work has progressed with a few minor unforeseen items requiring a change order to the contract as follows:

Additional 256 square feet of decking replacement	\$640.00
Replace 48 square feet of rotten fascia	\$192.00
Replace 136 square feet of rotten joists	\$544.00
Remove gutters, remove and reinstall soffit and fascia metal	\$600.00
Total Change Order Amount Equals	\$1,976.00

Therefore, with the new additional amount of \$1,976.00, the new contract amount will be \$31,514.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Number: 040-8821-536-2307
Project Number: PA0103

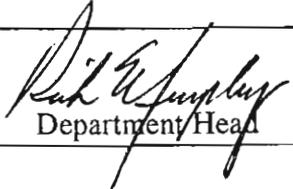
8/21/2015

Finance

Staff Recommendation:

To adopt an Ordinance authorizing Change Order #1 in the amount of \$1,976.00 for the Paducah Park Services Recreation Center Roof Replacement Project with Woodall Companies, LLC; which will increase the contract amount to \$31,514.00.

Attachments:

Original Ordinance, Change Order #1

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

Meeting Date: August 25, 2015

Short Title: Reimbursement Agreement with Atmos Energy for the Olivet Church Roadway Natural Gas Construction Expenses

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

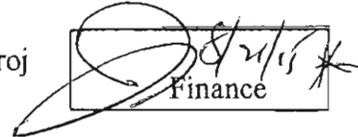
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

In order to construct the Olivet Church Roadway Project, the gas mains and services lines within the Roadway Project area required to be relocated. In order to reduce the costs associated with the Roadway Project, the Atmos Energy has agreed to procure bids, administer and oversee the gas relocation project separately at its own expense. Upon completion of the gas project, the City will reimburse Atmos for the actual costs estimated to be \$14,195.50.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Olivet Church Roadway Proj
Account Number: 040-3315-532-2307
Project Number: ST0027

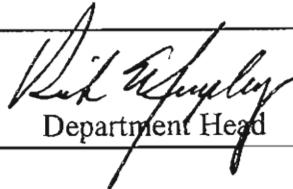

Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Reimbursement Agreement with the Atmos Energy for gas construction work related to the Olivet Church Road and to authorize the Finance Director to issue payment to Atmos Energy for \$14,195.50 upon completion of the work.

Attachments:

Reimbursement Agreement.

 Department Head	City Clerk	City Manager
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* Ord. 2014-7-8163 up to \$127,000
Per directive.  8/21/2015

Agenda Action Form Paducah City Commission

Meeting Date: August 25, 2015

Short Title: Contract with Barkley Regional Airport

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2016, the Commission approved appropriation of the sum of \$136,430 to Barkley Regional Airport, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2016 Budget.

Account Name: Investment Fund
Account Number: 004-9999-699-9040/TR0003

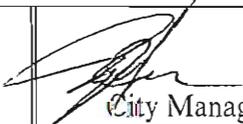


Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport in the amount of \$136,430.

Attachments:

Ordinance
Contract

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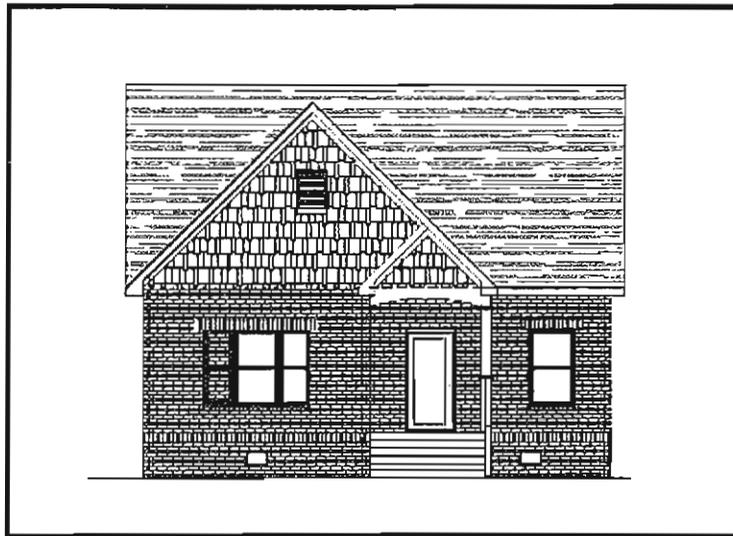
Agenda Action Form Paducah City Commission

Meeting Date: 09/1/2015

Short Title: Request for an Ordinance approving bid for construction of single family residence at 1606 Harrison Street.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin and Charles Doherty
Presentation By: Steve Ervin



Poplar Hills #3

Background Information:

In keeping with the City's commitment to revitalize the Fountain Avenue neighborhood, the Planning Department is requesting an Ordinance to accept the recommendation of the Urban Renewal and Community Development Agency authorizing the Mayor to execute a contract between the City of Paducah and Mitchell Construction, LLC to build a new single family residence known as "Poplar Hills #3" on the Urban Renewal owned property located at 1606 Harrison Street in the Fountain Avenue neighborhood. The Planning Department staff will oversee the construction of this residence and market the house to new homebuyers during and upon completion of the project. The Fountain Avenue Construction Assistance incentive (Ordinance NO. 2008-7-7435) will be available to prospective homebuyers.

On August 16th, 2015, the Planning Department solicited bids on behalf of the Urban Renewal and Community Development agency via a Public Notice published in the Paducah Sun, City website postings, and a request for bids letter to contractors on the Fountain Avenue Qualified Contractors List for the construction of a 1,380 SF single family residence

to be constructed in the Fountain Avenue neighborhood at 1606 Harrison Street. Two bids were received by the deadline on August 25th, 2015. Using the bid scoring criteria published with the requests for bids, Planning Staff ranked the bids with Mitchell Construction LLC scoring the highest. A full staff report will be presented to the Urban Renewal Board on September 1st, 2015 at 4:00 PM CST just prior to the regularly scheduled City commission meeting. Staff anticipates that the URCDA Board decision will recommend that the City Commission execute an ordinance authorizing the Mayor to execute a contract between the City and Mitchell Construction LLC for the amount of \$154,360.00 for the construction of the "Poplar Hills #3" as per specifications included in the bid packet.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

 8/28/15
Finance

The project will be funded through the Fountain Avenue Project account CD-0040.

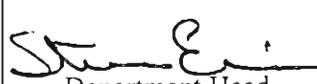
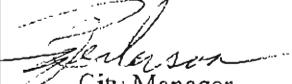
Account Name: Fountain Avenue Project
Account Number: 040-8827-536-2307
Project Number: CD-0040

Staff Recommendation:

Staff recommends that the Commission adopt an ordinance authorizing the Mayor to execute a contract between the City of Paducah and Mitchell Construction LLC to construct the single family residence as per house plans known as the "Poplar Hills #3" at 1606 Harrison Street according to the bid specifications as contained in the bid documents dated August 16th, 2015.

Attachments:

- Bid tabulation Sheet
- Two submitted bids
- Bid specifications and plans
- URCDA staff report with Bid Scoring Criteria

 Department Head	 City Clerk	 City Manager
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Bid Tabulation Sheet
New Single Family Construction
1606 Harrison Street

Bidder:	Total Bid Amount
Jim Steele Construciton 844 Downing Lane Benton, KY 42025	\$156,750
Mitchell Construction LLC 342 Calvert Drive Paducah, KY 42003	\$154,360
Only two bids received.	

ORDINANCE NO. 2015-9-_____

AN ORDINANCE APPROVING THE RECOMMENDATION OF THE URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY TO ACCEPT THE BID OF MITCHELL CONSTRUCTION, LLC FOR CONSTRUCTION OF A NEW HOME AT 1606 HARRISON STREET, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, on August 16, 2015, the Paducah Planning Department solicited bids on behalf of the Urban Renewal and Community Development Agency for construction of a new home located at 1606 Harrison Street via public notice in the Paducah Sun, postings on the paducahky.gov website, and letters to contractors; and

WHEREAS, bids were opened on August 25, 2015, by the Paducah Planning Department; and

WHEREAS, the Urban Renewal and Community Development Agency recommends the City of Paducah accept the bid of Mitchell Construction, LLC for the construction of a new home located at 1606 Harrison Street.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Mitchell Construction, LLC in the amount of \$154,360.00, for the construction of a new home at 1606 Harrison Street, said bid is in substantial compliance with the bid specifications, advertisement for bids, and as contained in the bid dated August 25, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Mitchell Construction, LLC for the construction of a new home at 1606 Harrison Street, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure will be funded through the Fountain Avenue Project account, project number CD-0040.

SECTION 4. 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, September 1, 2015

Adopted by the Board of Commissioners, September 15, 2015

Recorded by Tammara S. Sanderson, City Clerk, September 15, 2015

Published by The Paducah Sun, _____

\ord\plan\contract-Mitchell Construction-1606 Harrison

**CITY OF PADUCAH
CONSTRUCTION CONTRACT**

THIS AGREEMENT, as adopted in Ordinance No.2015-9-XXX by the Board of Commissioners on September, 2015 authorizing the Mayor to execute this agreement made this _____ day of September, 2015, by and between The City of Paducah, whose address is: City Hall, 300 South 5th Street, Paducah, Kentucky, 42002-2267, referred to as "Owner", and Mitchell Construction LLC, whose address is: 342 Calvert Drive, Paducah, KY 42003, hereinafter referred to as "Contractor".

WITNESSETH:

The Owner does hereby employ the Contractor to do all the work and provide all materials, tools, machinery, supervision, etc., necessary for the construction of a new home known as the "Poplar Hills #3" at 1606 Harrison Street, Paducah, KY 42001 for the total sum of \$154,360.00, all in accordance with the estimate, plans and specifications which are attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof.

1.

The Owner is committed to rehabilitation of the Fountain Avenue neighborhood within said City. This Contract is being executed in furtherance of the objective to revitalize the Fountain Avenue neighborhood.

2.

The Contractor does hereby agree that he will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal quality.

3.

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until it has been accepted as satisfactory by the Owner.

4.

When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner there of such hazard.

5.

The Contractor hereby agrees not to assign or sublet this contract without the written consent of the Owner. The request for the assignment shall be addressed to the Owner.

6.

In the event of any breach of this contract, the Owner may engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor hereunder.

7.

The Owner does hereby agree that he may pay progress payments, if any, in accordance with the following conditions:

1. Contracts (Rehabilitation) over \$3,500 but not exceeding \$35,000: to be paid in two (2) partial payments of 50% and 90% to be requested by the contractor when the total contract work is satisfactorily completed to this percentage and after inspection. Final payment of 10% shall be made in accordance with article 13 of this contract.
2. Contracts (Rehabilitation-New Construction) over \$35,000: to be paid in four (4) partial payments of 25%, 50%, 75%, & 90% to be requested by the Contractor when the total contract work is satisfactorily completed to that percentage and after inspection by the City Fire Prevention Department, and the Planning Department. Final payment of 10% shall be made in accordance with article 13 of this contract.

8.

The Contractor covenants and agrees to, and does hereby, indemnify, and hold harmless and defend the Owner, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of

character, whether real or asserted, occurring during the time of the work is being performed and arising out of the performance of same.

9.

Neither the Contractor nor any sub-contractor shall commence work under this agreement until all insurance required under this paragraph has been secured and the Owner has approved such insurance.

Compensation Insurance

The Contractor shall take out and maintain during the life of this contract; Workman's Compensation Insurance for all of his employees at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the Latter's employees.

Public Liability and Property Damage Insurance

The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Comprehensive General Liability, including Complete Operations, in an amount not less than \$500,000 for Bodily Injury and Property Damage Combined Single Limit Coverage. Such insurance shall protect the Contractor and his subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under this Contract and/or claims for property damage, which might arise from operation under this Contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers and motor vehicles used in the new/rehabilitation construction embraced in this contract.

Owners Insurance Agreement

The Owner shall maintain homeowner's insurance to protect the property from fire, wind, and other losses.

10.

It is agreed that the Owner is hereby obligated to issue a written proceed-order to the Contractor within thirty (30) days from the date of execution of this contract. It is further agreed that the Contractor will, after the receipt of such order, begin the work to be performed under this contract within ten (10) calendar days of the date of such order. Upon commencement of work, the Contractor hereby agrees to complete the same within 180 days. This time period maybe extended due to weather conditions or unseen building site problems and must be asked for in writing by the contractor and

approved by Owner. If an extension is not granted the contractor will be responsible for all relocation cost after the 180-day period has elapsed.

11.

Contractor hereby guarantees the improvement herein provided for a period of one year, from the date of final acceptance of all work required by this contract. It is further agreed that the Contractor will furnish the Owner with all manufacturers and suppliers' written guarantee and warranties covering materials and equipment furnished under this contract.

12.

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. All refuse will be disposed of in an approved landfill. It is further agreed that all materials and equipment that have been removed and replaced as part of the work hereunder shall belong to the Contractor.

13.

The Contractor shall, upon completion of the work, and upon final payment by the Owner, furnish the Owner with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this contract, have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the Contractors and the Contractor's satisfactory releases of liens of claims for liens by the Contractor, subcontractors, laborers, and materials suppliers.

14.

No Owner or an Employee of the City of Paducah staff shall share any part of this contract or receive any benefit from this contract.

15.

The Contractor agrees to provide to the Owner upon request any information concerning work performed or to be performed under this contract.

16.

The Contractor and his sub-contractors will comply with any and all applicable state, federal and local laws, ordinances, regulations and codes.

17.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional moneys paid unless provided for in a previously written contract, signed by the parties hereto, and approved in writing by the City of Paducah.

EXECUTED this ____ day of September, 2015.

BY: _____
Mayor, City of Paducah

BY: _____
James Mitchell, Owner of Mitchell Construction LLC

DRAFT

Agenda Action Form Paducah City Commission

Meeting Date: September 1, 2015

Short Title: Subordination Agreement - 533 Madison Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin
Presentation By: Steve Ervin

Key Components:

On June 26, 2015, the City of Paducah conveyed to Bighorn Properties the Smedley Yeiser House located at 533 Madison Street.

The property was conveyed with two conditions:

- Minimum capital investment amount.
- Requirement that the project be substantially completed within one year or the property would revert back to the City of Paducah.

CFSB is requiring that the City of Paducah to subordinate its re-conveyance rights in the Property so that CFSB has first mortgage interest. Upon approval, Bighorn Properties plans to start the rehabilitation of the property immediately.

Staff Recommendations:

Staff recommendation is that the City Commission agree to subordinate to CFSB

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:
Account Number:

Finance

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2015 – 9 - _____

**AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBORDINATION AGREEMENT BETWEEN THE CITY OF
PADUCAH, KENTUCKY, AND COMMUNITY FINANCIAL
SERVICES BANK; RELATING TO THE REDEVELOP AND
REVITALIZATION OF THE SMEDLEY YEISER BUILDING IN
THE LOWERTOWN NEIGHBORHOOD**

WHEREAS, by deed dated June 26, 2015, of record in Deed Book 1303, page 681 in the McCracken County Clerk's office, the City of Paducah conveyed to Bighorn Properties LLC, a Kentucky limited liability company, ("Bighorn") real property located at 533 Madison Street, Paducah, Kentucky, generally known as the Smedley Yeiser Building (the Property"); and

WHEREAS, the Property was conveyed from the City to Bighorn with the following conditions and re-conveyance rights in favor of the City :

(a) Grantee shall rehabilitate and revitalize, at its sole cost and expense, the improvements located on the Property in accordance with designs and plans to be approved by the Historical and Architectural Review Commission of the City of Paducah, with a capital investment of at least \$500,000.00, exclusive of the value of the Property (the "Project"), within one (1) year from the date of this deed of conveyance.

(b) In the event Grantee has not substantially completed the Project within one (1) year from the date of this deed of conveyance, Grantee agrees that this deed shall be forfeited and the Property shall at once revert back to Grantor and Grantee shall promptly take all steps to cause the transfer and re-conveyance of the Property back to Grantor, at no out-of-pocket cost to the Grantor, such that the Grantor is restored with merchantable fee title to the Property free and clear of any mortgages, liens, encumbrances, and adverse interests. The parties further agree that substantial completion of the Project shall mean that a certificate of occupancy has been issued by the City of Paducah's inspection department.

WHEREAS, Bighorn desires to finance its rehabilitation and revitalization of the Property with a construction loan from Community Financial Services Bank ("CFSB"), loan will be secured with a first mortgage upon the Property in favor of CFSB:

WHEREAS, as a condition to providing the loan, CFSB is requiring the City to subordinate its re-conveyance rights in the Property to the first mortgage interest of CFSB; to which the City is agreeable.

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

Section 1. Recitals and Authorization. The City of Paducah, Kentucky, hereby approves the Subordination Agreement between the City and CFSB in substantially the form attached

hereto as Exhibit A and made a part hereof.. It is hereby found and determined that the Subordination Agreement it is in the best interest of the citizens, residents and inhabitants of the City. The Mayor is hereby authorized to execute the Subordination Agreement with such changes in the Subordination Agreement that are 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 Subordination 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:

City Clerk

Introduced by the Board of Commissioners, September 1, 2015

Adopted by the Board of Commissioners, September 15, 2015

Recorded by City Clerk, September 15, 2015

Published by *The Paducah Sun*, _____, 2015

\ord\plan\agree-subordination-533 Madison-Smedley Yeiser

EXHIBIT A TO ORDINANCE

See attachment

----- SUBORDINATION AGREEMENT -----

THIS SUBORDINATION AGREEMENT made and entered into on this the ____ day of September, 2015, by and between **CITY OF PADUCAH, KENTUCKY**, for the use and benefit of the **Planning Department (f/k/a The Main Street Department of the City of Paducah, Kentucky)**, a Kentucky municipal corporation of the second class (“City”), of 300 South 5th Street, Paducah, KY 42003, and **COMMUNITY FINANCIAL SERVICES BANK (“CFSB”)**, of 3390 Park Avenue, Paducah, KY 42001;

WITNESSETH:

WHEREAS, by deed dated June 26, 2015, of record in Deed Book 1303, page 681, McCracken County Clerk’s Office, City conveyed to Bighorn Properties LLC, a Kentucky limited liability company (“Bighorn”), certain real property located at 533 Madison Street, Paducah, Kentucky, and being more particularly described in Exhibit “A” attached hereto (the “Property”);

WHEREAS, the aforesaid deed contained certain restrictions and conditions regarding Bighorn’s use and development of the Property and provided for a possible forfeiture of title and reversion of title to the City, as follows:

“(a) [Bighorn] shall rehabilitate and revitalize, at its sole cost and expense, the improvements located on the Property in accordance with designs and plans to be approved by the Historical and Architectural Review Commission of the City of Paducah, with a capital investment up to \$500,000.00, exclusive of the value of the Property (the ‘Project’), within two (2) years from the date of this deed of conveyance.

(b) In the event [Bighorn] has not substantially completed the Project within two (2) years from the date of this deed of conveyance, [Bighorn] agrees that this deed shall be forfeited and Property shall at once revert back to [City] and [Bighorn] shall promptly take all steps to cause the transfer and re-conveyance of the Property back to [City], at no out-of-pocket cost to the [City], such that [City] is restored with merchantable fee title to the Property free and clear of any mortgages, liens, encumbrances, and adverse interests. The parties further agree that substantial completion of the Project shall mean that a certificate of occupancy has been issued by the City of Paducah’s Fire Department, Fire Prevention Division.”

WHEREAS, Bighorn desires to finance its rehabilitation and revitalization of the Property with a 12-month construction loan from CFSB secured by a mortgage on the Property in the principal amount of up to \$199,750.00, which construction loan shall thereafter be converted to a permanent mortgage loan in an amount then to be determined (the "Mortgage Loans");

WHEREAS, as a condition for providing the aforesaid financing, CFSB is requiring that the Mortgage Loans be first and superior mortgages upon the Property and that its mortgages securing the Mortgage Loans be superior to any right, title, or interest of the City in the Property reserved or retained in the aforesaid deed from the City conveying the Property to Bighorn;

NOW, THEREFORE, in consideration of the premises, and to induce CFSB to make the Mortgage Loans to Bighorn, and for other good and valuable consideration, City and CFSB agree as follows:

1. City hereby subordinates City's entire right, title, and interest in and to the Property to the lien or liens of the Mortgage Loans, and any renewal, extension, or refinancing of the Mortgage Loans, and to the right, title, and interest of CFSB in and to the Property, as fully and with the same effect as if the Mortgage Loans had been duly executed and recorded and the principal of the notes secured by the Mortgage Loans had been fully disbursed prior to the creation or retention of City's right, title, or interest in the Property by virtue of the City's conveyance of the Property to Bighorn by the aforesaid deed.

2. It is further hereby agreed that City's aforesaid right, title and interest in the Property shall be deemed automatically extinguished and of no further force and effect in the event and at such time as the Property is sold through a Mater Commissioner's Sale pursuant to a foreclosure action to enforce the Mortgage Loans, or any renewal, extension, or refinancing of the Mortgage Loans; provided, however, that said right, title and interest of the City will not be

extinguished unless CFSB gives City at least sixty (60) days advance written notice prior to instituting foreclosure proceedings of any default by Bighorn under the Mortgage Loans, or any renewal, extension, or refinancing of the Mortgage Loans, and allows City to cure any such default.

3. The terms and conditions of this Subordination Agreement shall be binding upon and redound to the benefit of the respective successors and assigns of the City and CFSB, including any assignee of one or both of the Mortgage Loans, or any renewal, extension, or refinancing of the Mortgage Loans.

4. The City agrees to take or cause to be taken such further action, including the execution, delivery, and recording of such further documents, deeds, instruments, and consents as reasonably may be requested hereafter by CFSB in order to effect or provide notice of the terms of this Subordination Agreement.

5. This Subordination Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN TESTIMONY WHEREOF, witness our signatures on this the ____ day of September, 2015.

CITY OF PADUCAH, KENTUCKY

**COMMUNITY FINANCIAL SERVICES
BANK**

By: _____
Gayle Kayler, Mayor

By _____
Title: _____

Exhibit "A"

BEING A PART OF BLOCK 19, ADDITION "D" OR LOWER TOWN, PADUCAH, KENTUCKY, AND BEGINNING AT THE NORTHEAST CORNER OF THE INTERSECTION OF SIXTH AND MADISON STREETS; THENCE WITH THE NORTHERLY LINE OR SIDE OF MADISON STREET, AND TOWARD FIFTH STREET 86 FEET 7-1/4 INCHES; THENCE AT RIGHT ANGLES AND TOWARD HARRISON STREET 131 FEET AND 3 INCHES; THENCE AT RIGHT ANGLES 86 FEET 7-1/4 INCHES TO THE EASTERLY LINE OF SIXTH STREET; THENCE WITH THE EASTERLY LINE OF SIXTH STREET 131 FEET AND 3 INCHES TO THE POINT OF BEGINNING.

Agenda Action Form

Paducah City Commission

Meeting Date: September 1, 2015

Short Title: Zoning Text Amendment

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On July 20, 2015; August 3, 2015 and August 17, 2015; the Paducah Planning Commission held three different public hearings on various signage text amendments and made a positive recommendation to the Paducah City Commission. Included in your packets are different Planning Commission resolutions, however; all the text changes have been combined in this agenda action form for the convenience of the Commission.

Prompting the text changes were:

- A request from the National Quilt Museum for an electronic message sign in the B-2 (Downtown Business Zone). Currently electronic message signs are not permitted in the B-2 Zone, except as campus signs.
- An avenue for the approval and permitting of perforated signage in various business and industrial zones.
- A request from Mt. Kenton cemetery, located at 2535 Lone Oak Road, for a sign. Staff discovered that under the current zoning ordinance, there was no way to permit cemetery signage in residential zones.
- Due to the walkability and historical character of Lower Town, staff wishes for the ability of business to be able to utilize sandwich board signs, which are currently in use around downtown Paducah. Also, several buildings, such as the Ritz Hotel, Artisan Kitchen, Fat Moe's and other business abut the property line. This text amendment will provide an avenue for them to utilize sandwich board signs for better pedestrian visibility.

Sec. 126-76. Sign regulations.

(a) **Purpose.**

(b) **Definitions.**

(15) **Perforated window sign:** A sign made of adhesive-backed PVC vinyl or other similar material that is perforated with a pattern or round, evenly spaced holes. This type of sign is generally applied over windows.

~~(15)~~ **Projecting sign:** A sign which is attached directly to the wall of a building or other structure and which extends in a perpendicular direction outward.

- (~~16~~17) **Roof sign:** A sign attached to the part of a building considered to be the roof, the roof being that of a building that protects the interior portion of said building.
- (~~17~~18) **Sign:** Any name, identification, description, display, illustration or device which is affixed to or represented directly or indirectly upon a building, structure or land, in view of the general public, and which directs attention to a product, place, activity, person, institution or business or otherwise provides information to the public.
- (~~18~~19) **Spandrel sign:** A sign attached to the spandrel that covers gasoline dispensers.
- (~~19~~20) **Streamer:** A sign made of a string of ribbons, tinsel, pennants or similar devices used to attract attention to the premises where it is displayed.
- (~~20~~21) **Surface area of sign:** The entire aggregate area of the actual sign surface. It does not include any structural elements outside the limits of such sign and not forming an integral part of display. Only one side of a double-faced sign structure shall be used in computing total surface area. (See Illustration No. 1).
- (~~21~~22) **Temporary sign:** Any sign or display, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard or other light materials, with or without frames, intended or customarily expected to be displayed for a limited period of time only.
- (~~22~~23) **Wall sign:** Any sign including a fascia sign which is attached parallel to the face of a wall of a building or other structure.

(c) **General regulations.**

- (1) All signs shall be constructed of approved materials and shall be designed to meet the structural requirements of the applicable building code.
- (2) All electrical work shall conform to all applicable electrical codes.
- (3) No sign shall be erected or maintained at any location where by reason of its position, wording, illumination, size, shape or color it may obstruct, impair, obscure, interfere with the view of, or be confused with, any authorized traffic control sign, signal or device.
- (4) No sign shall contain or make use of any word, phase, symbol, shape, form or character in such a manner as to interfere with or confuse vehicular or pedestrian traffic.
- (5) No illuminated sign which emits artificial light shall be permitted within 50 feet of property in any residential district unless the sign is attached directly to the facade of the structure. Measurement determinations shall be made by the Zoning Administrator.
- (6) No portion of any sign shall be located at an elevation of less than ten feet measured at a distance of five feet to a street right-of-way line unless the sign is attached directly to the facade of the structure and except as otherwise provided herein. (See Figure #1).
- (7) No sign shall be placed in any public right-of-way, except those signs for public use and regulatory signs outlined in the MUTCD, except as otherwise provided herein. The provisions of subsection 126-76(s) shall not apply to this subsection.
- (8) As to signs which are attached to buildings that are located in the B-2-T, B-2, H-1 and H-2 Zones and further as to signs which are attached to buildings that are within one foot of the public right-of-way in the B-1 and B-3 zones, such signs shall be permitted to encroach into a public right-of-way. However, no portion of any sign and no portion of the mounting of any mast of any sign within the public right-of-way shall be placed at an elevation of less than eight feet above the sidewalk or above the edge of the pavement of the roadway, whichever is higher; nor shall any portion of any such sign, mast or mounting (in the space above eight feet) be placed nearer than two feet from the traveled portion of the roadway or the vertical space above the traveled portion of the roadway, as measured from the face of the curb, or if there is no curbs, from the edge of the pavement.
- (9) Traffic visibility at intersections shall be preserved in accordance with section 126-65 of the Code of Ordinances.

- (10) No exterior wall signs shall be attached to or obstruct any window, door, stairway or other opening intended for egress, ingress, ventilation and light.
- (11) No sign shall be attached to any tree, fence or utility pole except by a governmental body or agency.
- (12) All signs shall be adequately maintained. Such maintenance shall include proper alignment of structures, continued readability of the structure and preservation of the structure with paint or other preservatives. Electronic signs shall be free of burned out lights or deadspots.
- (13) All signs placed upon private property must have the written consent of the owner or his agent. If the application is made by a person other than the owner in fee, it shall be accompanied by a verified written statement by the person making the application that the sign is authorized by the owner in fee and that the applicant is authorized to make application.
- (14) The areas of a free standing sign or a wall sign shall be measured by drawing eight or fewer straight lines encompassing the extremities of the sign within the smallest possible area. The area of a free standing sign shall not include poles, supports or other structures which are used solely for support and which do not contain any advertising of any kind. Message signs are allowed as accessory signs on freestanding signs. The area of the message sign shall be included in the total allowable sign area. (See Illustration#1).

Illustration 1

- (15) Interior electronic message signs that change not more than once every 30 seconds shall be permitted in the B-1, B-2, B-3, HBD, M-1 and M-2 zoning districts. Interior electronic message signs in these zones can be no larger than 30 percent of the window.
- (16) Interior electronic signs that change not more than once 30 seconds shall be permitted in the B-2-T and H-1 zoning districts. Interior electronic message signs in these zones can be no larger than four square feet. Only one such sign shall be permitted per structure.
- (17) Hanging banners across or along streets and sidewalks.
 - a. In order to promote general events of a civic and public nature in the Downtown Business Townlift Zone any person, firm, corporation or organization in charge of events of a civil and public nature may hang a banner in an area designated below vertically, on cantilevered arms, pennants, flags or banners from utility poles equipped by the city for such purposes, to publicize an event or season or generally promoting the community, providing the subsequent guidelines are followed.
 - b. Generally, it shall be unlawful for any person to suspend any banner across or along any street, sidewalk or other public way of the city for the purpose of advertising a person's candidacy for public office or for any other purpose.
 - c. Banners for commercial advertisements reflecting price, a business or product promotion of goods or services are prohibited. The banners may reflect only one theme at any given time within a district. Different districts may have different themes at the same time.
 - d. Guidelines
 - 1. Banners hanging over Broadway.
 - (i) Application. Applications for a permit must be submitted to the Parks Services Director 30 days prior to the day the banners are to be installed. Applications are available at the Parks Services office or online from the City's website. Applications should be completed by the chairman or executive director of the sponsoring organization and must contain the name of the person, firm, corporation or organization sponsoring the event:

the requested dates the banner(s) are to be installed and how long they will be requested to remain above the street.

- (ii) Material and dimensional requirements. The banner crossing Broadway must be made of heavy-weight, water-resistant material, with air pockets cut in, and contain at least twelve, heavy duty, reinforced grommets as shown in Figure 1 below. The banner shall measure 30 feet long and five feet high.

Figure #1

- (iii) Review process. The application will be reviewed by the Parks Services Director to insure that the design, material and colors are satisfactory.

2. Permit for Broadway pole banners.

- (i) Application. Applications for a permit must be submitted to the Parks Services office 30 days prior to the day the banners are to be installed. Applications are available at the Parks Services office or online from the City's website. Applications should be completed by the chairman or executive director of the sponsoring organization and must contain the name of the person, firm, corporation or organization sponsoring the event and the dates the banner(s) are to be installed and remain above the street.

- (ii) Material and dimensional requirements. Banners must be constructed of heavyweight, water-resistant fabric. The size of banners is restricted to 30 inches by 80 inches in order to fit the installed brackets. The banner shall be constructed to fit the mounting hardware where the banner can be mounted by slipping the banner arms through the sewn, looped top and bottom of the banner. The loops must be three inches in order to slip over the banner arms. Figure 2 below illustrates the proper construction and mounting. The design shall be the same on both sides of the banner.

Figure #2

- (iii) Review process. The application will be reviewed by the Parks Services Director to insure that the design, material and colors are satisfactory.

3. Permit for Jefferson Street pole banners.

- (i) Application. Applications for a permit must be submitted to the Parks Services office 30 days prior to the day the banners are to be installed. Application may take the form of a letter from the chairman or executive director of the sponsoring organization and must contain the name of the person, firm, corporation or organization sponsoring the event; the dates the banner(s) are to be installed and remain above the street.

- (ii) Material and dimensional requirements. Banners must be constructed of heavyweight, water-resistant fabric. The size of banners is restricted to 30 inches by 60 inches in order to fit the installed brackets. The banner shall be constructed to fit the

mounting hardware where the banner can be mounted by slipping the banner arms through the sewn, looped top and bottom of the banner. The loops must be three inches in order to slip over the banner arms. Figure 3 below illustrates the proper construction and mounting. The design shall be the same on both sides of the banner.

Figure #3

- (iii) Review process. The application will be reviewed by the Parks Services Director to insure that the design, material and colors are satisfactory.
4. Permit for Lower Town Arts District pole banners.
- (i) Application. Applications for a permit must be submitted to the Parks Services office at least 30 days prior to the day the banners are to be installed. Applications are available at the Parks Services office or online from the City's website. Applications should be completed by the chairman or executive director of the sponsoring organization and must contain the name of the person, firm, corporation or organization sponsoring the event and the dates the banner(s) are to be installed and remain on the light poles.
 - (ii) Design, materials and colors. Design, materials and color will be reviewed according to the review process as outlined in subsection (c) below. General requirements are as follows:
 - (a) The banner must be made of heavy-weight, water-resistant fabric.
 - (b) Design of the banner. The size of banners is restricted to 24 inches by 48 inches in order to fit the installed brackets. The banner shall be constructed to fit the mounting hardware where the banner can be mounted by slipping the banner arm through the sewn, looped top of the banner and connected to the bottom with a reinforced eyelet in one of the bottom corners. The loop at the top of the banner shall be three inches in diameter in order to slip over the top bracket. The bottom of the banner must have a one-half-inch dowel rod sewn in the bottom for proper display. Figure 4 below illustrates the proper construction and mounting. At a minimum, the banner must contain the Lower Town Arts District logo and/or the words Lower Town Arts District. The banner may include additional information such as an event, season or other appropriate occasion. The words and designs can be arranged in any manner, but all words and designs must be easily discernable. The design shall be the same on both sides of the banner.

Figure #4

- (c) The color scheme of the banner must be appropriate to the historic district and will be reviewed by the Lower Town Arts District Banner Review Committee.
 - (iii) Review process. The application will be reviewed by the Lower Town Arts District Banner Review Committee. The committee shall make an examination to insure that the design, material and colors specified above are met. This committee shall consist of the Director of Planning, Director of Parks Services and the Chairperson of the Historic and Architectural Review Commission.
 - e. Installation and removal of banners. Installation and removal of all banners shall be done by the Public Works Department. The city reserves the right to remove any damaged or unsightly banners, or banners that interfere with traffic or the public right of way.
- (18) Sandwich board Signs: A sandwich board is a freestanding A-Frame sign. Such signs are only authorized in the H-1, H-2, B-2-T and B-2 zones and as provided as follows. Further sandwich board signs may be located in front of businesses in other zones that are constructed adjacent to the front property line and as provided as follows.
 - a. One sandwich board sign shall be permitted per building façade if a projecting sign does not protrude from the façade.
 - b. Sandwich board signs shall be no taller than 36 inches from grade and no wider than 24 inches. Such signs must be secured by a chain or cable in order to remain standing and shall not have moving parts or be illuminated in any manner. Both faces of the sign must have advertising. No blank faces are allowed.
 - c. Such signs can only be placed on a sidewalk that has a minimum of eight (8) feet in width. In no instance can such signs occupy an area that limits any portion of the usable sidewalk to less than five (5) feet and interfere with pedestrian or automobile traffic.
 - d. No portion of any sandwich board sign shall be placed further than 36" from the face of the building.
 - e. Sandwich board signs shall only advertise hours of operation, an event or promotion, or a menu. The sign must be displayed in front of the business for which it is advertising. No off-site advertising is allowed.
 - f. The sandwich board sign can only be displayed during business hours and must be removed when the business is closed. These signs shall be removed from the public right-of-way at any time the weather conditions render the presence of such signs a hazard (i.e. high wind conditions, snow, ice, etc.)
 - g. The sign must be constructed of weather resistant materials and shall be maintained in good repair. Sandwich board signs shall not be constructed of cardboard, OSB or non-marine grade plywood. Sandwich board signs cannot be anchored to the sidewalk, attached or chained to poles, or other structures or appurtenances. Such signs shall be weighted.
 - h. The sandwich board sign may have no protruding features attached. Protruding features include balloons, ribbons, flags or other similar objects as determined by the Zoning Administrator.
 - i. The City of Paducah shall be entitled to request removal or remove any sandwich board sign in the right-of-way if the sign is considered to be a

nuisance. The City of Paducah shall not be required to follow Section 126-76(s) when removing a sign considered a nuisance.

- j. A sign permit must be obtained from the Fire Prevention Department before any sandwich board sign can be placed on the public right-of-way.

(d) **Regulations for temporary signs.**

(e) **Signs permitted in all zones and districts.**

(f) **Signs prohibited in all zones and districts.**

(g) **Signs authorized for R-1, R-2, R-3, NSZ and R-4 Zones.** No signs shall be permitted in the R-1, R-2, R-3, NSZ and R-4 zones in the city except as provided in subsection (e) above and as provided in subsection (e) above, subsection (7) below and as provided as follows:

- (1) Signs with nameplates affixed to the exterior wall of a structure and not exceeding 18 inches by 24 inches in area shall be permitted for each single family dwelling unit. Such nameplates shall indicate nothing other than the name of the premises and/or the name and/or address of the occupants. Such signs may only be illuminated indirectly.
- (2) A sign identifying the name of subdivisions and public or private schools shall be permitted provided such signs do not exceed 48 square feet in area per sign face. Such signs may include an attached or freestanding announcement sign. Subdivision signs may only be illuminated indirectly. Public or private school signs may be lighted. Non-commercial public or private schools may have an electronic message sign. Such signs shall not be erected closer than five feet to any property line unless attached to a building and shall not exceed eight feet in height.
- (3) Bulletin boards and identification signs shall be permitted at places of worship and cemeteries provided such identification signs or bulletin boards do not exceed 48 square feet in area per sign face. One free-standing identification sign is permitted per lot, however, one additional free-standing identification sign shall be permitted for places of worship or cemeteries on the intersection of two streets or has double frontage on parallel streets. Such signs may indicate the name and/or address and activities relating to the premises. Such signs may be lighted. Such signs shall not be erected closer than five feet to any property line unless attached to a building and shall not exceed ten feet in height. Places of worship may have one electronic message sign, in lieu of one identification sign, provided the following requirements are met:
 - (1) Such sign may not exceed 48 square feet in area per sign face.
 - (2) Such sign may not exceed ten feet in height.
 - (3) Such sign shall meet the requirements provided in 126-76 (k) (5).
 - (4) Such sign shall be located at least 200 feet away from any residential structure in residential (R-1, R-2, R-3 and R-4) Zones, except for pastor residences, parishes, rectories and caretaker dwellings, which are owned by the place of worship. The 200 feet measurement includes residential structures on the opposite sides of public ways. Said measurements shall be taken from the nearest outside wall of the structure. Further, such signs shall not be closer than five feet to any property line unless attached to a building.
 - (5) Such sign shall be located on the same lot as the principal building.
 - (6) Only one electronic message sign (either free-standing or attached to a building) shall be permitted per place of worship.
- (4) Signs for advertising nurseries or day cares in the R-1, R-2 and R-3 zone shall be permitted provided such signs comply with subsection (e) (6).
- (5) Free standing business signs, advertising the business uses, in the R-4 zone shall be permitted per lot provided the sign is no larger than 12 square feet in area per sign face and be no taller than ten feet. Such signs may only be illuminated indirectly.
 - a. Only one free standing business sign shall be permitted on any lot.

b. Wall signs shall be permitted for each tenant or lessee. The area of the wall signs shall not exceed 20 percent of square footage of face of building, structure or face of tenant or lessee space. Lighted signs are permitted. Wall signs shall not be located on any portion of the roof that encloses the building.

- (6) Private directional signs indicating entrance, exit or location of parking shall be permitted in the R-4 zone. Such signs shall not exceed six square feet in surface area for each sign and the height must not be more than 60 inches from the street level. These signs must be placed on private property and not on public right-of-way.
- (7) One façade sign shall be permitted on any lot in the NSZ. Such signs shall only be approved for Conditional Permitted Uses. Such sign shall be permitted provided the sign is no larger than 8 square feet in area per sign face. Such signs may only be illuminated indirectly.
- (8) Apartment complexes may have private directional signs indicating entrance, exit or location of parking provided such signs do not exceed four square feet in surface area for each sign face and the height shall not exceed 30 inches from the street level. These signs shall not be placed within the public right-of-way and shall not exceed more than two per public street frontage. Further, apartment complexes may have one free standing apartment complex identification sign on any lot provided; however one additional sign shall be permitted for each additional 300 feet of street frontage. One additional free standing apartment complex identification sign shall be permitted if the business is located at the intersection of two streets. The size of the sign shall not exceed 36 square feet in area per sign face. The outer edge of the sign shall be set back at least seven feet from the side lot line. All permitted apartment complex identification signs shall not exceed a height of 8 feet from the adjacent grade. Such signs shall be illuminated indirectly.

(h) **Signs authorized for the B-2-T zone.**

(i) **Signs authorized for H-1 zone.**

(j) **Signs authorized for H-2 zone.**

(k) **Signs authorized for B-1, B-2, B-3, M-1, M-2, M-3 and HBD zones.** No signs shall be permitted in the B-1, B-2, B-3, M-1, M-2, M-3 and HBD zones in the city except as provided in subsections (e) and (g) and as provided as follows:

- (1) Flag signs attached to a permanent pole shall be permitted. Such signs shall not exceed 12 square feet in area per sign face. One flag sign is permitted per permanent pole. The maximum height of a flag sign shall not exceed a height of 40 feet from the adjacent grade.
- (2) Private directional signs indicating entrance, exit, or location of parking shall be permitted provided such signs do not exceed six square feet in surface area for each sign face and the height shall not exceed 60 inches from the street level. These signs shall not be placed within the public right-of-way.
- (3) Only one free standing business sign shall be permitted on any lot, provided, however, one additional sign shall be permitted for each additional 300 feet of frontage. One additional free standing business sign shall be permitted if the business is located at the intersection of two streets. The size of the sign shall not exceed 1.5 square foot per lineal foot of street frontage subject to a maximum size of 200 square feet in area per sign face. The outer edge of the sign shall be set back at least seven feet from the side lot line. All permitted freestanding signs shall not exceed a height of 40 feet from adjacent grade, except as may be otherwise authorized in the following subsection. Lighted signs are permitted.
- (4) Property zoned B-1, B-3, HBD, M-1, M-2 or M-3 and within 2,000 feet of the centerline of I-24 shall have the right to construct one free standing sign permitted under subsection (4) above to a height not to exceed 100 feet in sign height and 300 square feet in area per

sign face. For the purpose of calculating the 2,000 feet from the centerline set forth above (see illustration #2). Lighted signs are permitted.

Illustration 2

- (5) Exterior electronic message signs that change messages not more than once every 8 seconds of static image, followed by 2 seconds of transition or animation shall be permitted in the B-1, B-3, HBD, M-1, M-2 and M-3 zones.
 - a. Electronic message signs must have controls in place to prevent flashing when a malfunction or power loss occurs.
 - b. Electronic message signs must contain brightness controls that adjust to the ambient light where the sign is easily readable during daytime hours, but not overbearing at night.
 - c. In addition to (a) and (b) above, electronic message signs may be allowed in the B-2 Zone with additional requirements as follows:
 - (1) Such sign shall not exceed 25 square feet in area per sign face.
 - (2) Such sign shall not exceed six feet from grade.
 - (3) Such sign shall be located at least 200 feet away from grade from any residential structure in the H-2 Zone. The 200 foot measurement includes residential structures on the opposite sides of public ways. Said measurements shall be taken from the nearest outside wall of the structure. Further, such signs shall not be closer than five feet to any property line unless attached to a building.
 - (4) Such sign shall be located on the same lot as the principal building.
 - (5) Only one electronic message sign (either free-standing or attached to a building) shall be permitted per lot
- (6) Wall signs shall be permitted for each tenant or lessee, except as provided in (k) (6) (a) below. The area of wall signs shall not exceed 20 percent of the square footage of the face of the building, structure or the face of tenant or lessee space. Lighted signs are permitted. Wall signs shall not be located on any portion of the roof that encloses any building. Awning signs shall be considered to be wall signs and shall be subject to 20 percent of the square footage of the face of the building, structure or the face of the tenant or lessee space.
 - a. Covered Mall Buildings. Wall signs shall be permitted on each facade of a covered mall building as defined as follows: A single building enclosing a number of tenants and occupants such as retail stores, drinking and dining establishments, entertainment and amusement facilities, passenger transportation terminals, offices and other similar uses wherein two or more tenants have a main entrance into one or more malls.
 - b. The area of wall signs on any façade of a covered mall building shall not exceed 20 percent of the square footage of each individual façade of the structure. Wall signs may not advertise any business that is not located within the structure the sign is affixed to. Lighted signs are permitted. Wall signs shall not be located on any portion of the roof that encloses any covered mall building.
- (7) No flat wall signs shall project above the roof or parapet line.
- (8) Gasoline canopy signs: Canopy signs shall not exceed 20% of the face of the canopy on which they are a part of, or are attached to. Island spanner signs shall not exceed 20% of the face of the canopy above. Spandrel signs shall not exceed 20% of the spandrel's structural area. Island spanner signs and spandrel signs shall not be permitted together. These types of signs shall not extend beyond the edges of the canopy.
- (9) Perforated Signs.
 - (A) Perforated signs shall either be 50/50 or 60/40 perforation.

- (B) Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
- (C) Perforated signs may not be applied over any ingress/egress door.
- (D) Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
- (E) The total cumulative sign square footage of both wall signage and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.

(l) **Signs authorized for POP Zone.** No signs shall be permitted in the POP Zone of the city except as provided in subsections (e) and (g) and as provided as follows:

- (1) Every lot or tract shall be restricted to one free standing business sign.
- (2) Free standing business signs shall not exceed twelve (12) feet above grade in height or more than 12 square feet in area for each foot of lineal frontage of the building. However, no sign shall exceed 200 square feet in area (100 square feet per face, two-face maximum) except as otherwise provided herein.
- (3) Hotels, motels and restaurants shall be permitted to have one free standing business sign. Such signs shall not exceed the height of the roof line of the principal structure. Such sign shall not exceed 40 feet in height and shall not exceed 200 square feet in area per sign face.
- (4) All free standing business signs shall have a minimum setback of 20 feet from the street.
- (5) Lighted signs shall be permitted. However, all sign lighting shall be only of a type, intensity and direction only necessary to light the sign. Electronic message signs shall be permitted.
- (6) One sign per tenant, per each facade shall be permitted to be attached to the principal building. However, the total square footage of such signs shall not exceed five percent of the total above-grade elevation building face.
- (7) Private directional signs indicating entrance, exit, or location of parking shall be permitted in the POP zone. Such signs shall not exceed six square feet in surface area for each sign and the height must not be more than 60 inches from the street level. These signs must be placed on private property and not on public right-of-way.

(8) Perforated Signs.

- (A) Perforated signs shall either be 50/50 or 60/40 perforation.
- (B) Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
- (C) Perforated signs may not be applied over any ingress/egress door.
- (D) Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
- (E) The total cumulative sign square footage of both wall signage and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.

(m) **Signs authorized for MU and A-1 Zones.** No sign shall be permitted in the MU zone or A-1 zone except as provided in subsections (e) and (g) and as provided as follows:

- (1) Private directional signs indicating entrance, exit, or location of parking shall be permitted provided such signs do not exceed six square feet in surface area for each sign. The height of such signs shall not be more than 60 inches from the street level. These signs may only be placed on private property and not on public right-of-way. Such signs may only be illuminated indirectly.
- (2) All signs in the MU and A-1 districts shall receive approval by the Planning Commission in accordance with the development plan procedure set forth in section 126-176 of the Code of Ordinances.
- (3) Perforated Signs.

- (A) Perforated signs shall either be 50/50 or 60/40 perforation.
- (B) Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
- (C) Perforated signs may not be applied over any ingress/egress door.
- (D) Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
- (E) The total cumulative sign square footage of both wall signage and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.

(n) **Signs authorized for HM Zone.** No sign shall be permitted in the HM Zone except as provided in subsections (e) and (g) and as provided as follows:

- (1) Business signs shall be permitted provided that such signs do not exceed 25 feet in height.
- (2) Noncommercial signs utilizing directional and informational wording and graphics relating to the location of a principal permitted use shall be permitted. Lighted signs are permitted.
- (3) Perforated Signs.

- (A) Perforated signs shall either be 50/50 or 60/40 perforation.
- (B) Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
- (C) Perforated signs may not be applied over any ingress/egress door.
- (D) Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
- (E) The total cumulative sign square footage of both wall signage and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.

- (o) **Signs authorized for NCCZ.**
- (p) **Application Fees and Penalties**
- (q) **Permitted nonconforming signs.**
- (r) **Replacement advertising signs.**
- (s) **Signs constituting a nuisance--Abatement.**

Staff Recommendation:

Approval of text changes.

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

Finance

Motion:

Attachments:

Planning Commission Resolutions

 Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: September 1, 2015

Short Title: Zoning Text Amendment

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On August 3, 2015; the Paducah Planning Commission held a public hearing and made a positive recommendation to the Paducah City Commission on landscaping changes. Currently, the zoning ordinance allows fences on corner lots to have fences 4' in the front, 6' on the sides and 8' in the back. Staff wishes for view-sheds to be protected throughout the City by decreasing fence height on corner lots to 4' on both street sides. This text amendment was then produced. Existing fences would be grandfathered in and be considered a legal non-conformity. Following are the substantial text changes:

Section 126-83 Landscape Regulations

- (A) Purpose.
- (B) Landscape Review Procedure.
- (C) General Requirements:
- (D) Landscaping
- (E) Screening requirements. The necessity of screening and the type of screening required varies greatly with each particular situation. Therefore, it is the intent of this section to provide a discretionary measure in deciding the appropriate height, width and type of screening necessary, with the following provisions:
 - 1. Required screening; height limits. Screening shall be required and adequately maintained in the following situations:
 - a. Where a business zone abuts a residential zone, a screen will be required along the boundary of the business property adjacent to the residential property.
 - b. Where an industrial zone abuts a residential zone, a screen will be required along the boundary of the industrial property adjacent to the residential property.

- c. Where a business or industrial zone abuts a county residential zone, a screen will be required along the boundary of the adjacent residential zone.
 1. Where on any lot, or portion thereof, automobiles, appliances and their component parts are under repair or reduction, a screen shall be required.
 2. Off-street parking lots shall be screened when located adjacent to or in a residential zone.
 3. Mobile home parks shall provide a screen along their property lines as required by section 126-69(5).
 4. Fences in any residential zone or on a lot containing a residential structure in any other zone, which may be placed along a boundary for the purpose of providing privacy or security to the resident, shall follow the following height limitations: (Illustration #2)

Illustration #2

- i. Front yard: Four feet.
 - a. Fences shall be of a decorative design, (chain link, barbed wire, stock wire, chicken wire and similar type fences are not permitted in the front yard).
 - b. For the purposes of fence height, a structure on a corner lot shall be considered to have two front yards on both sides of the lot that faces the streets.
- ii. Side yard: Six feet.
- iii. Rear yard: Eight feet.
2. For the purpose of this section, "fence" shall be interpreted to include any type of fence, wall, trellis or structure placed for the purpose of this section.
3. All fences shall be constructed of durable materials and shall be installed to withstand the elements. Fences shall be maintained in good repair at all times.
4. Uses specified above as requiring screening shall provide a visual obstruction from adjacent properties in conformance with the following standards: The screen may be composed of view-obscuring vegetation, wall, fence, or berm. The items may be used individually or in combination. Fences constructed of chain link, barbed wire, stock wire, chicken wire or other similar type fences are not permitted when used for screening. The result shall be semi-opaque (80%) screen, which obscures views from the ground to a height of the object being screened; however, the screen is not required to exceed eight (8) feet. Plant materials shall be at least two (2) feet tall at the time of installation and reach the desired height within three (3) to five (5) years. When a combination of features is proposed, one fourth of the surface area of walls, fences or berms that face off-site must be covered with plant material within three (3) to five (5) years. Additionally, screen areas shall be sufficient to allow for the mature growth of plant materials when used.

5. Plan approval. The procedure to determine screening height, type and width is as follows: The developer shall submit his plat to the Planning and Zoning Administrator and City Engineer and shall show the type of screening to be located along the boundary of his property.

(F) Enforcement

(G) Waiver of Requirements.

Staff Recommendation:

Approval of text changes.

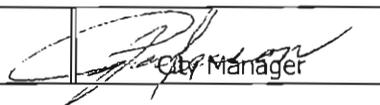
Funds Available: Account Name: N/A
Account Number: N/A

Finance

Motion:

Attachments:

Planning Commission Resolution

 Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: September 1, 2015

Short Title: Zoning Text Amendment

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On August 17, 2015; the Paducah Planning Commission held a public hearing and made a positive recommendation to the Paducah City Commission on text changes to the Downtown Business Townlift Zone. Several uses (residential, retail and restaurant) have always been permitted in downtown Paducah and this text amendment reflects that. Further, as downtown has redeveloped and revitalized, staff has become concerned that individuals may pursue purchasing a building along Broadway specifically for a residence. By doing so, the commercial character along Broadway is diminished. Therefore, to maintain a viable, walkable and thriving Downtown, staff developed this text amendment. Following are the substantial text changes:

Sec. 126-108. Downtown Business Townlift Zone, B-2-T.

The purpose of the B-2-T zone is to encourage the development, redevelopment and the preservation of the city's townlift area.

- (1) Principal permitted uses.
 - a. Trade, business and vocational schools
 - b. Places of amusement, assembly and recreation
 - c. Assembly buildings of fraternal, professional and labor organizations
 - d. Commercial parking lots and garages
 - e. Newspapers and printing establishments
 - f. Radio and TV stations
 - g. Residential dwelling units
 - h. Restaurant/bakery/pub (no drive through permitted)
 - i. Retail
 - ~~g-i.~~ Any other similar use which, in the Commission's opinion, would not impair the business character of the downtown area.
- (2) Lot area and yard requirements. None.
- (3) Building height. None.
- (4) Parking regulations. Parking requirements are waived for all uses in the B-2-T zone except for the following:
 - a. Bus terminals

- b. Hotels and motels
- c. Residential dwelling units.
- (5) Minimum sight distance. The visibility requirements of section 126-65 shall not apply to the B-2-T zone.
- (6) Ground floor use. The ground floor of all structures in the B-2-T Zone shall be a permitted use as defined in Subsection (1) except that residential uses may be permitted on any floor above the ground floor or below the ground floor. Residential uses may also be located in the rear 1/3 of the ground floor.

Staff Recommendation:

Approval of text changes.

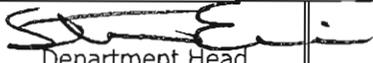
Funds Available: Account Name: N/A
 Account Number: N/A

✓ Finance

Motion:

Attachments:

Planning Commission Resolution

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

Meeting Date: Sept. 1, 2015

Short Title: Approve Sole Source Purchase of Body Cameras

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Assistant Chief David White, Chief Brandon Barnhill
Presentation By: Chief Brandon Barnhill

Background Information: Over the last several months, the police department has been testing and reviewing body cameras for its officers. Our research shows the product from Taser International, which also makes our Taser electronic weapons, is the best fit for our department at the best price. Attached is a sole source justification letter and price quotation for commissioners' review. Start-up cost will be \$105,540 in FY 2016; on-going annual costs will be borne by the department's regular budget.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: _____ services other BWB 8/28/15
Finance
Account Number: 040-1616-521-2307, PO0090

Staff Recommendation: Approved Sole Source Purchase of Body Cameras

Attachments: Sole Source Justification Letter; Price Quotation

<i>s/Brandon Barnhill</i>		
Department Head	City Clerk	City Manager

PADUCAH POLICE DEPARTMENT MEMORANDUM

DATE: August 28, 2015

TO: File

FROM: City Manager Jeff Pederson 

SUBJECT: Sole Source Purchase of Taser Body Cameras

The Paducah Police Department intends to purchase body cameras from Taser International. The equipment demonstrated field proficiency and the opportunity with Taser to use the Taser cloud for data storage rather than having to purchase servers. Taser International is the only company that sells the body camera with that capability.

pc: File



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

March 23, 2015

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Axon® brand products and EVIDENCE.com Digital Evidence Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International.

TASER Digital Evidence Solution Description

Axon Flex® Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

EVIDENCE.com Dock

- Automated docking station uploads to EVIDENCE.com services through Internet connection
- No computer necessary for secure upload to EVIDENCE.com
- Charges and uploads simultaneously

EVIDENCE.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement

¹ TASER is also the sole developer and offeror of the EVIDENCE.com data management services. EVIDENCE.com is both a division of TASER and a data management product solution offered by TASER. EVIDENCE.com is not a separate corporate entity.

- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to EVIDENCE.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in EVIDENCE.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects EVIDENCE.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

EVIDENCE Mobile Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their EVIDENCE.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Mobile Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (888) 708-8634



David White
 (270) 444-8590
 (270) 444-0629
 dwhite@paducahky.gov

Quotation
 Quote: Q-33401-1
 Date: 8/20/2015 12:44 PM
 Quote Expiration: 9/30/2015
 Contract Start Date*: 9/30/2015
 Contract Term: 5 years

Bill To:
 Paducah Police Dept. - KY
 P.O. BOX 2307
 PADUCAH, KY 42002
 US

Ship To:
 David White
 Paducah Police Dept. - KY
 1400 BROADWAY
 PADUCAH, KY 42001
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kelsey Donohue	(480) 905-2074	kdcnzer@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Upfront hardware/Ultimate Yr. 1/Net30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	73002	CAMERA SYSTEM, AXON BODY, S	USD 399.00	USD 25,935.00	USD 0.00	USD 25,935.00
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 13,000.00	USD 29,900.00
1,300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	73002	CAMERA SYSTEM, AXON BODY, S	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
10	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 14,950.00	USD 1,495.00	USD 13,455.00
10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 350.00	USD 350.00	USD 0.00
30	73089	POCKET MOUNT HOLSTER, AXON BODY	USD 29.95	USD 898.50	USD 898.50	USD 0.00
5,000	85535	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	USD 7.50	USD 37,500.00	USD 3,750.00	USD 33,750.00
Upfront hardware/Ultimate Yr. 1/Net30 Total Before Discounts:						USD 125,033.50
Upfront hardware/Ultimate Yr. 1/Net30 Net Amount Due:						USD 105,540.00

Ultimate Yr. 2- due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
1,300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Ultimate Yr. 2- due 2016 Total Before Discounts:						USD 42,900.00
Ultimate Yr. 2- due 2016 Net Amount Due:						USD 42,900.00

Ultimate Yr. 3- due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
1,300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Ultimate Yr. 3- due 2017 Total Before Discounts:						USD 42,900.00
Ultimate Yr. 3- due 2017 Net Amount Due:						USD 42,900.00

Ultimate Yr. 4- due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
1,300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Ultimate Yr. 4- due 2018 Total Before Discounts:						USD 42,900.00
Ultimate Yr. 4- due 2018 Net Amount Due:						USD 42,900.00

Ultimate Yr. 5- due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
1,300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Ultimate Yr. 5- due 2019 Total Before Discounts:						USD 42,900.00
Ultimate Yr. 5- due 2019 Net Amount Due:						USD 42,900.00

Subtotal	USD 277,140.00
Estimated Shipping & Handling Cost	USD 272.68
Grand Total	USD 277,412.68

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Please sign and email to Kelsey Donohue at kdenzer@taser.com or fax to (888) 708-8634

THANK YOU FOR YOUR BUSINESS!

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