



CITY COMMISSION MEETING  
 AGENDA FOR OCTOBER 6, 2015  
 5:30 P.M.  
 CITY HALL COMMISSION CHAMBERS  
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION – Rev. Sara K. Tate – Fountain Avenue United Methodist Church

PLEDGE OF ALLEGIANCE - Kate and Addie Rogers –PTHS Speech Team

ADDITIONS/DELETIONS

PROCLAMATIONS – National Business Women’s Week

National Arts & Humanities Month

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENT</u>
		A. Board of Assessment Appeals
	III.	<u>MUNICIPAL ORDER</u>
		A. Authorize Area Development Fund (ADF) Grant Application – S. ERVIN
		B. Approve Acquisition of Permanent Right of Way, Permanent Drainage & Public Utility Easement at 3311 Olivet Church Road – R. MURPHY
		C. Approve Indemnification and License Agreement with Paducah Riverfront Hotel for Development of Downtown Hotel - S. DOOLITTLE
	IV.	<u>ORDINANCES – ADOPTION</u>
		A. Property Tax Levy – J. PERKINS
		B. Authorize Payment for Emergency Repair of the Cooling Tower at the Parks Services Building Located at 1400 H. C. Mathis Drive – R. MURPHY
		C. Authorize Memorandum of Agreement with the Paducah & Louisville Railway, Inc., for Reimbursement of Railway Work on Olivet Church Road – R. MURPHY
		D. Purchase Street Sweeper for EPW-Street Division – R. MURPHY
		E. Purchase Side Arm Loader for EPW-Solid Waste Division – R. MURPHY
	V.	<u>ORDINANCES - INTRODUCTION</u>

		A. Accept 2015 Port Security Grant Award – <b>POLICE CHIEF</b>
		B. Approve Purchase Agreement with P & L Railway – <b>CITY MANAGER</b>
		C. Amend Ordinance for Civil Emergencies – <b>CITY MANAGER</b>
		D. Amend Ordinance for Homeless Shelters – <b>CITY MANAGER</b>
	<b>VI.</b>	<b><u>CITY MANAGER REPORT</u></b>
		A. Riverfront Project Completion Options
	<b>VII.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>VIII.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>IX.</b>	<b><u>EXECUTIVE SESSION</u></b>

POLICE DISCIPLINARY HEARING

BRANDON BARNHILL

COMPLAINANT

VS

MINUTES OF HEARING

MICHAEL REDMON

RESPONDENT

At a Called Meeting of the Board of Commission held in the Commission Chambers at City Hall, Paducah, Kentucky, at 9:00 a.m., September 21, 2015, Mayor Kaler presided, and upon call of the roll by the City Clerk the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

**MOTION – R & F CALLED MEETING NOTICE**

Commissioner Abraham offered motion, seconded by Commissioner Gault that the Notice of Called Meeting of the Board of Commissioners of the City of Paducah for 9:00 a.m., Monday, September 21, 2015, be received and filed.

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

The meeting was called for the purpose of hearing charges that had been preferred by Brandon Barnhill, Chief of Police, against Police Officer Michel Redmon in the Paducah Police Department of the City of Paducah.

The respondent was represented by Hon. Jeremy Ian Smith. The complainant was represented by the Hon. Stacey Blankenship, Attorney. Hon. Dan Key, Asst. Corporation Counsel, advised the Board of Commissioners.

The respondent chose for the hearing to be conducted in open session. Amy Fleming, Court Reporter, was present.

City Clerk, Tammara S. Sanderson, was also in attendance.

**RULING ON WITNESSES**

Mayor Kaler invoked “the rule”, which requires witnesses to be excluded from the hearing until they have testified.

**RULING ON ORDERS OR MOTIONS**

Mayor Kaler DENIED a motion filed by the Respondent to “Disqualify Keuler, Kelly, Hutchins & Blankenship, LLP,” from representing the Complainant in this matter.

Mayor GRANTED a Motion in Limine filed by the Complainant, by and through counsel, to preclude Respondent from introducing Jason Merrick’s personnel file at the hearing of this matter.

Mayor GRANTED a Motion in Limine filed by the Complainant, by and through counsel, to exclude irrelevant evidence, specifically including testimony or evidence related to Joseph Cerullo’s underlying criminal charges and actions prior to his encounter with Respondent.

September 21, 2015

POLICE DISCIPLINARY HEARING

BRANDON BARNHILL

COMPLAINANT

VS

MINUTES OF HEARING

MICHAEL REDMON

RESPONDENT

**MOTION STATEMENT OF CHARGES**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the reading of the Statement of Charges be waived.

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

Opening Statements were given by Ms. Blankenship. Mr. Smith reserved his opening statement.

**COMPLAINANT PRESENTS CASE**

Ms. Blankenship called Mr. Joseph Cerullo as a witness. Mr. Cerullo invoked his rights under the 5<sup>th</sup> Amendment not to testify. Mr. Cerullo's attorney moved for him to be excused. Mayor granted.

Ms. Blankenship presented audio recording of the Internal Affairs Complaint Investigation completed by Capt. George Johnson and Asst. Chief Brian Kreuger. This was the interview of Joseph Cerullo. Mr. Smith objected to hearing of the audio interview. Mayor Kaler overruled objection to hearing of audio interview.

Ms. Blankenship called Dorothy Jones to the witness stand. Ms. Jones was duly sworn by the court reporter. She was examined by cross, directed, re-cross and re-direct examination.

Ms. Blankenship called for the video deposition of Dawn York to be presented to be heard. Mr. Smith objected to video being heard. Mayor overruled his objection.

The following witnesses were called by Ms. Blankenship and duly sworn by the court reporter:

Stacey Brooks

Dr. Dawn Pingleton

Richard Cox

Sgt. Will Gilbert

Officer James Davis

Police Chief Brandon Barnhill

~~All witnesses were examined, cross-examined, re-direct and re-cross by respective counsel.~~

Exhibits 1-12 were introduced by Ms. Blankenship as evidence. No objections were made by Mr. Smith. Mayor granted.

Mr. Smith moved to introduce Exhibit 1. No objection by Ms. Blankenship.

12:50 p.m. – Board recessed for lunch

1:46 p.m. -- Meeting reconvened.

September 21, 2015

POLICE DISCIPLINARY HEARING

BRANDON BARNHILL

COMPLAINANT

VS

MINUTES OF HEARING

MICHAEL REDMON

RESPONDENT

**MOTION TO RECONVENE**

Commissioner Abraham offered motion, seconded by Commissioner Gault, to reconvene meeting after lunch at 1:46 p.m.

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

**RESPONDENT PRESENTS CASE**

The following witnesses were called by Mr. Smith and duly sworn by the court reporter:

Capt. George Johnson  
Officer Kevin Collins  
Officer Michael Redmon

John Driskill  
Officer Rene Long

During Mr. Redmon's testimony Officer Parrish was asked to be used for a physical demonstration.

The majority of all witnesses were examined by cross, direct, re-cross and re-direct examination by respective counsel.

**CLOSING STATEMENTS**

Closing statements were presented by Mr. Smith and Ms. Blankenship, respectively.

Commissioner Abraham asked if Mr. Redmon wanted to make any comments. He did.

**EXECUTIVE SESSION**

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

- Issues which might lead to the appointment, dismissal, or disciplining of an employee, as permitted by KRS 61.819(1)(f).

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

**OPEN SESSION**

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

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

September 21, 2015

POLICE DISCIPLINARY HEARING

BRANDON BARNHILL

COMPLAINANT

VS

MINUTES OF HEARING

MICHAEL REDMON

RESPONDENT

**DECISION OF BOARD**

The following Findings of Fact were read:

Commissioner Rhodes offered the following motion to approve the Findings of Fact Order of the Board.

At a special meeting held by the Board of Commissioners on September 21, 2015, on the charge as stated in the Statement of Charges and a hearing having been held by the Board and deliberations made in Executive Session the following findings and order shall be adopted.

From the evidence presented, the Board finds as follows:

That the Respondent, Michael Redmon, was in violation of Law Enforcement Procedures as set out in KRS 15.520 and excessive use of force of the Paducah Police Department Policies, disciplinary provision of the Collective Bargaining Agreement (hereinafter "CBA") between the City of Paducah and Jackson Purchase Lodge 15, Fraternal Order of Police, of which Respondent is a member and his exclusive bargaining agent, and applying the standards for discipline set out therein, including the "Just Cause Standard and Work Rules" specified in the CBA, and adherence to the principle of progressive discipline, and applying the evidence presented by the parties, and is found guilty of charges as set out in the Statement of Charges.

The Board finds as follows, to wit:

- A. The Board finds from the evidence that the Respondent violated the unnecessary or excessive use of force in violation of the Paducah Police Department's Policies:
  - 1 The Response to Resistance Policy No. 04-49E--VI.3.b. By using a restraint or chokehold on an arrestee's neck as there was no immediate threat to cause serious physical injury or death to the officer or another person and the officer had other reasonable means available to control the individual.
  - 2 The Standards of Conduct Policy No. 04-42E—III.AA. 1. Use of Force. By using more force in a situation that is reasonably necessary under the circumstances to overcome resistance as the arrestee was handcuffed.
- B. The Board finds from the evidence that the Respondent also violated the Conduct Unbecoming a Law Enforcement Officer in Accordance with Standards of Conduct Policy No. 04-42D.III.D. 1. By failing to conduct himself on duty in such a manner as to reflect most favorably on the department and reflects discredit on the employee as a member of the department or tends to impair the operation and efficiency of the department or the employee by failing to remain calm in a situation and not cause an escalation of a situation which created a large disturbance in an area which was not appropriate to the well-being of the other patients in an ICU.

September 21, 2015

POLICE DISCIPLINARY HEARING

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RESPONDENT

NOW, THEREFORE, it is the Order of this Board that Michael Redmon shall be terminated from his employment with the City of Paducah effective this date.

In reaching this decision, the Board must assume the validity of the aforementioned Statute and City of Paducah Police Department Policy and General Order Manual and the Collective Bargaining Agreement and be bound by their provisions, terms and requirements.

Entered this 21<sup>st</sup> day of September, 2015.

Commissioner Abraham seconded motion made by Commissioner Rhodes.

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

Findings of Fact and Order were signed by Mayor Kaler.

Meeting adjourned by Mayor Kaler.

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Tammara S. Sanderson, City Clerk

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Gayle Kaler, Mayor

A transcript of the hearing is held by the court reporter and will be released pursuant to the request of the respondent.

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September 21, 2015

September 22, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, September 22, 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, Wilson and Mayor Kaler (4). Commissioner Gault was absent (1).

**INVOCATION**

Michael Jenkins, Youth Leader at Relevant Church, gave the invocation.

**PLEDGE OF ALLEGIANCE**

Lucas Wadley, Clark Elementary 5<sup>th</sup> Grader, led the pledge.

**ADDITIONS/DELETIONS**

City Manager asked that item VI(B)- Authorize Contract with Ratio Architects, Inc. for Two Architectural/Design Service Options for City Hall be removed from the agenda.

**PROPERTY TAX PUBLIC HEARING**

The Commission held a public hearing pursuant to KRS regarding the real property tax levy rate. Finance Director Jon Perkins reported the property tax rate will remain the same as last year's rate of \$0.255 per \$100 assessed value.

No one from the public gave comments.

Mayor Kaler closed the hearing.

**MINUTES**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the reading of the Minutes for the September 15, 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).

**RESOLUTIONS**

**SUPPORT THE LOCATION OF SHORELINE STEEL SOUTH BY REBATING 1% PAYROLL TAX FOR A PERIOD OF UP TO 5 YEARS**

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 THE LOCATION OF SHORELINE STEEL SOUTH, LLC BY REBATING THE 1% PAYROLL TAX ON CERTAIN KEDFA PROGRAMS FOR ELIGIBLE POSITIONS," be adopted.

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

**DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS (City Hall)**

Mayor Kaler offered motion, seconded by Commissioner Rhodes, that a Resolution entitled, "A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, MAKING DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS," be adopted.

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

**MOTION**

**R & F DOCUMENTS**

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

**DOCUMENTS**

1. Notice of Cancellation for the Board of Commissioners for September 8, 2015

2. Partial Deed of Release for 5420 Tuck Road – Tommy & Darlyne Fletcher (MO # 1850)
3. Contracts/Agreements:
  1. Contract for Services with Barkley Regional Airport Authority (ORD # 2015-09-8292)
  2. Interlocal Agreement for Acceptance and Administration of Edward Byrne Justice Assistance Grant (JAG) Award (ORD # 2015-06-8262)
  3. Trust Participation Agreement for the Kentucky League of Cities Insurance Services General insurance Trust (ORD # 2015-06-8264)
  4. Declaration of Trust and Trust Participation Agreement for the Kentucky League of Cities Workers' Compensation Trust (ORD # 2015-06-8264)

**BID FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**

**2015 Side Arm Refuse Truck**

1. McBride Mack \*
2. Stringfellow
3. Municipal Equipment (Non-Responsive Bidder)

**2015 Sweeper**

1. Stringfellow \*
2. Municipal Equipment (No Bid)

**REQUEST FOR QUALIFICATIONS – PLANNING DEPARTMENT**

Design & Architectural Services for New/Renovated City Hall

1. RATIO \*
2. RBS Design Group Architecture
3. Murphy, Graves, Trimble, PLLC
4. Brandstetter Carroll, Inc.

\*denotes recommended bid

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

**MUNICIPAL ORDERS**  
**PERSONNEL CHANGES**

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

(SEE MUNICIPAL ORDER BOOK)

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

**APPROVE MEMORANDUM OF UNDERSTANDING FOR WORK PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP AGREEMENT FOR THE OHIO RIVER SHORELINE RECONSTRUCTION PROJECT**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). MO. #1861; BK 9

**ORDINANCES – ADOPTION**

**APPROVE SALE OF 421 NORTH 5<sup>TH</sup> STREET**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING THE SALE OF SURPLUS MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 421 NORTH 5<sup>TH</sup> STREET, PADUCAH, MCCracken COUNTY,

KENTUCKY, FOR PURPOSES OF REDEVELOPMENT AND REVITALIZATION IN THE LOWERTOWN NEIGHBORHOOD." This ordinance is summarized as follows: In this Ordinance the City of Paducah ("City") declares City owned real property with improvements located at 421 North 5<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, as surplus property and authorizes the sale of the surplus property to Adam Moyers and Brandi Harless, who were the successful bidders offering to purchase the property for a purchase price in the amount of \$1.00 and their commitment to invest up to \$175,984.00 in the complete rehabilitation of 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, for purposes of redevelopment and revitalization in the Lowertown neighborhood. This Ordinance further authorizes the Mayor of the City of Paducah, Kentucky, to execute and deliver a special warranty deed of conveyance of the surplus property with reverter provisions.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-9-8299; BK 34

#### **ACCEPT THE JAG GRANT AWARD**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE APPROVING THE EXECUTION OF AN AGREEMENT, AND ALL DOCUMENTS RELATING THERETO, WITH THE U.S. DEPARTMENT OF JUSTICE FOR A 2015-2016 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE TO BE USED BY THE PADUCAH POLICE." This ordinance is summarized as follows: The City of Paducah hereby approves the execution of a grant agreement, and all documents relating thereto, with the U. S. Department of Justice for a 2015-2016 Edward Byrne Memorial Justice Accountability Grant, in the amount of \$10,912.00, to be used by the Paducah Police Department to purchase body worn cameras. No local match is required.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-9-8300; BK 34

#### **ACCEPT THE BULLETPROOF VEST PARTNERSHIP GRANT AWARD**

Commissioner Abraham offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE U. S. DEPARTMENT OF JUSTICE FOR A BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM AWARD." This ordinance is summarized as follows: The Mayor is hereby authorized to execute a Reimbursable Grant Agreement and all documents relating thereto with the U. S. Department of Justice for a Bulletproof Vest Partnership Grant Program Award in the amount of \$12,644.54 for assistance with purchasing bulletproof vests to be used by the Paducah Police Department.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-9-8301; BK 34

#### **PAYMENT TO PADUCAH CONVENTION & VISITORS BUREAU SPONSORSHIP FOR 2015 RAYOVAC FLW SERIES CHAMPIONSHIP**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE PADUCAH-McCRACKEN COUNTY CONVENTION AND VISITORS BUREAU FOR COSTS OF HOSTING THE 2015 RAYOVAC FLW SERIES CHAMPIONSHIP ON THE OHIO RIVER IN PADUCAH." 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 \$22,500 to the Paducah-McCracken County Convention & Visitors Bureau for costs of hosting the 2015 Rayovac FLW Series Championship which will be held on the Ohio River in Paducah.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Kaler (4). ORD.#2015-9-8302; BK 34

#### **ORDINANCES – INTRODUCTION** **PROPERTY TAX LEVY**

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

AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2015, THROUGH JUNE 30, 2016, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED".

<u>PURPOSE</u>	<u>RATE PER \$100.00</u>
<u>General Fund of the City</u>	
Real Property	\$0.255
Personal Property	\$0.390
Motor Vehicles & watercraft	\$0.390

School Purposes

Paducah Junior College	
Real Estate	\$0.017
Personal Property	\$0.017
Motor Vehicles & watercraft	\$0.031

The City of Paducah shall collect the following taxes for the Board of Education:

Paducah Independent School District	
Real Property	\$0.800
Personal Property	\$0.800
Inventory	\$0.800

Total Tax Rate per \$100 - real property	\$1.072
Total Tax Rate per \$100 - personal property	\$1.207
Total Tax Rate per \$100 - inventory	\$0.800
Total Tax Rate per \$100 - motor vehicle & watercraft	\$0.421

Property taxes levied herein shall be due and payable in the following manner:

In the case of tax bills which reflect an amount due of less than Six Hundred Dollars (\$600.00), the payment shall be due on November 1, 2015, and shall be payable without penalty and interest until November 30, 2015.

In the case of all other tax bills, payment shall be in accordance with the following provisions:

- The first half payment shall be due on November 1, 2015, and shall be payable without penalty and interest until November 30, 2015.
- The second half payment shall be due on February 1, 2016, and shall be payable without penalty and interest until February 29, 2016.

**AUTHORIZE PAYMENT FOR EMERGENCY REPAIR OF THE COOLING TOWER AT THE PARKS SERVICES BUILDING LOCATED AT 1400 H.C. MATHIS DRIVE**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY FOR THE EMERGENCY REPAIR OF THE COOLING TOWER AT THE PARKS SERVICES BUILDING LOCATED AT 1400 H.C. MATHIS DRIVE." This ordinance is summarized as follows: The Finance Director is hereby authorized to pay to Commercial Marine & Industrial Heating & Air Conditioning, Inc., the sum of \$26,800.00, for services required for the emergency repair of the cooling tower at the Parks Services building located at 1400 H.C. Mathis Drive.

**AUTHORIZE MEMORANDUM OF AGREEMENT WITH THE PADUCAH & LOUISVILLE RAILWAY, INC., FOR REIMBURSEMENT OF RAILWAY WORK ON OLIVET CHURCH ROAD**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND PADUCAH & LOUISVILLE RAILWAY, INC., FOR IMPROVEMENT TO AN EXISTING AT-GRADE RAILWAY CROSSING; AUTHORIZE THE FINANCE DIRECTOR TO ISSUE PAYMENT TO PADUCAH &

LOUISVILLE RAILWAY FOR COSTS ASSOCIATED WITH RAILWAY FLAGGING; AND, AUTHORIZING THE TRANSFER OF FUNDS FROM THE SERIES 2013 B BOND PROCEEDS ACCOUNT FOR THE OLIVET CHURCH ROADWAY PROJECT." This ordinance is summarized as follows: In this ordinance the City is approving a Memorandum of Agreement with Paducah & Louisville Railway, for improvement to an existing at-grade railway crossing for the Olivet Church Roadway Project in the amount of \$196,381.81 and is authorizing the Mayor to execute said agreement. The City is also authorizing the Finance Director to issue payment at the following rates to railway company for flagging costs associated with the project.

Per 8 Hour Day:

Flagman	\$90.03 per hour
Truck	\$287.80 per day

Overtime Rates:

Flagman	\$138.04 per hour
Truck	\$ 35.98 per hour

Further, the Finance Director is authorized and directed to transfer a portion of the remaining Series 2013B Bond Proceeds to the Olivet Church Road project account.

**PURCHASE STREET SWEEPER FOR EPW-STREET DIVISION**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF STRINGFELLOW, INC., FOR SALE TO THE CITY OF ONE REGENERATIVE STREET SWEEPER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: The City of Paducah accepts the bid of Stringfellow, Inc., in the amount of \$182,437.00, for one regenerative street sweeper for use by the Engineering-Public Works Department/Street Division, and authorizes the Mayor to execute a contract for same.

**PURCHASE SIDE-ARM LOADER**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF McBRIDE MACK, INC., FOR SALE TO THE CITY OF ONE AUTOMATED SIDEARM LOADER FOR USE BY THE SOLID WASTE DIVISION/ENGINEERING-PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: The City of Paducah accepts the bid of McBride Mack, Inc., in the amount of \$258, 732.00, for sale to the City of one automated sidearm loader, for use by the Solid Waste Division/Public Works Department, and authorizes the Mayor to execute a contract for same.

**AMEND SECTION 42-104 PROHIBITED NOISES OF THE PADUCAH CODE OF ORDINANCES**

Commissioner Wilson offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AMENDING SECTION 42-104(a), PROHIBITED NOISES, OF CHAPTER 42, ENVIRONMENT, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: The City hereby amends Section 42-104(a), Prohibited Noises, of Chapter 42, Environment, of the Paducah Code of Ordinances by adding continuous sound pressure levels limits using the weighted-C filter.

**CITY MANAGER REPORT**

- The City has approved the site plan for the downtown hotel.
- The City Manager requested an executive session to discuss land acquisition.

**MAYOR & COMMISSIONER COMMENTS**

No comments were given.

**PUBLIC COMMENTS**

No public comments were given.

**EXECUTIVE SESSION**

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

September 22, 2015

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

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

Upon motion the meeting adjourned.

**ADOPTED:** October 6, 2015

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 6 Oct 2015

**Short Title:** 2015 Area Development Fund Application

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:** Martin Russell, Nancy Upchurch, Sheryl Chino

**Presentation By:** Steve Ervin

**Background Information:** The Area Development Fund (ADF) is a state-funded program which provides financial support for capital projects. Activities that can be funded with ADF dollars include: construction, reconstruction, renovation, and maintenance of buildings and other improvements to real estate; acquisition of real property; major equipment purchases; and industrial site development. These funds are distributed through Area Development Districts.

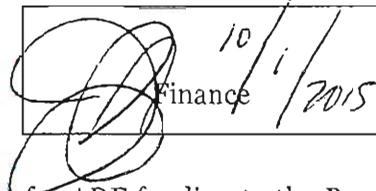
The amount of Area Development Funding available for the City of Paducah is \$9,192.00. This funding will provide funding needed for the following:

1. Network copier/printer/scanner/fax for the Human Resources Department.
2. Purchase of two computers included an additional monitor for the Planning Department.

No local match is required.

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

**Funds Available:**    Account Name:  
                              Account Number:  
                              Project Number:  
                              CFDA:

  
Finance    10/1/2015

**Staff Recommendation:** Authorize the Mayor to submit a request for ADF funding to the Purchase Area Development District and executed all documents related to grant application for the above referenced equipment.

**Attachments:** None

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A GRANT IN THE AMOUNT OF \$9,192.00 FROM THE PURCHASE AREA DEVELOPMENT DISTRICT TO BE USED FOR THE PURCHASE OF OFFICE EQUIPMENT FOR THE HUMAN RESOURCES DEPARTMENT AND PLANNING DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute all documents necessary to obtain a grant in the amount of \$9,192.00 from the Purchase Area Development District to be used for the purchase of office equipment for the Human Resources Department and Planning Department. A local cash match is not required.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
\\mo\grants\PADD-office equip-HR & Planning 10-2015

# Agenda Action Form Paducah City Commission

Meeting Date: October 6, 2015

Short Title: Acquisition of Permanent Right of Way and a Permanent Drainage & Public Utility Easement located at 3311 Olivet Church Road for the Olivet Church Road Improvement Project

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Angela Weeks, Engr-Pub Works Proj Mgr  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

For several months, negotiations have been conducted in good faith with Robert and Karen Smith, the property owner at 3311 Olivet Church Road regarding the acquisition of a portion of right-of-way and a drainage & public utility easement (Parcel #37) as required for the Olivet Church Road Improvement Project. Subsequently, Mr. and Mrs. Smith agreed to convey a portion of their property for right of way consisting of 0.0046 acres (198.42 sq. ft.) and also to grant a permanent public drainage & utility easement consisting of 0.050 acres (2,208.71 sq. ft.) to the City of Paducah for the total monetary consideration of \$4,000.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

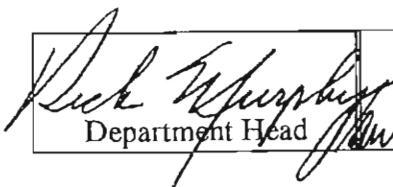
Funds Available: Account Name: Olivet Ch Rd Imp Proj  
Account Number: 040-3315-532-2307  
Project Number: ST0027

Finance
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### Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Robert E. and Karen Cole Smith to acquire a portion of real property located at 3311 Olivet Church Road as right-of-way and a permanent public drainage & utility easement in consideration of \$4,000 for the Olivet Church Road Improvement Project.

Attachments: Deed of Conveyance

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY FOR ACQUISITION OF A PORTION OF REAL PROPERTY LOCATED AT 3311 OLIVET CHURCH ROAD TO BE USED AS RIGHT-OF-WAY AND PERMANENT DRAINAGE AND PUBLIC UTILITY EASEMENT FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT, FOR AND IN CONSIDERATION OF \$4,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance and all documents relating to same, with Robert and wife, Karen Fletcher, for acquisition of a portion of real property located at 3311 Olivet Church Road as right-of-way and a permanent public drainage and utility easement for the Olivet Church Road Improvement Project, for and in consideration of \$4,000, and more particularly described as follows:

Being a portion Lot 2 in the Pace Place Subdivision as shown by plat of record in Plat Book "G", Page 179, in the McCracken County Clerk's Office, having an address of 3311 Olivet Church Road, Paducah, Kentucky, and being more particularly described as follows:

**RIGHT OF WAY PARCEL #37**

Beginning at a point located 29.14 feet left of Olivet Church Road station 58+83.04; thence North 68 degrees 31 minutes 11 seconds West a distance of 1.86 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 58+83.00; thence North 22 degrees 46 minutes 49 seconds East a distance of 89.55 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 59+72.54; thence 31.87 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 22 degrees 52 minutes 11 seconds West, and a chord length of 28.60 feet to a point, said point being located 51.45 feet left of Olivet Church Road station 59+92.54; thence South 68 degrees 31 minutes 11 seconds East a distance of 1.77 feet to a point, said point being located 49.69 feet left of Olivet Church Road station 59+92.58; thence 31.85 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of South 22 degrees 53 minutes 58 seconds East, and a chord length of 28.59 feet to a point, said point being located 29.23 feet left of Olivet Church Road station 59+72.61; thence South 22 degrees 43 minutes 16 seconds West a distance of 89.56 feet to the point of beginning.

The above-described parcel contains 0.0046 acres (198.42 sq. ft.), more or less.

Being a portion of the same tract of land conveyed to the Grantors by deed dated June 5, 1985, which is duly recorded in Deed Book 675 Page 592 in the office of the County Clerk of McCracken County, Kentucky.

SECTION 2. This expenditure shall be charged through Project Account No. ST0027.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
mo\prop pur - 3311 Olivet Ch Rd

C 11

**DEED OF CONVEYANCE**  
**PERMANENT DRAINAGE and PUBLIC UTILITY EASEMENT**

THIS DEED made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **KAREN COLE SMITH**, and husband, **ROBERT E. SMITH**, of 3311 Olivet Church Road, Paducah, Kentucky, 42001, Grantors, which is also the address to which the revised property tax bill for 2015 may be sent, and the **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation of the Second Class, P. O. Box 2267, Paducah, Kentucky, 42002-2267, Grantee;

WITNESSETH:

That the Grantors, in consideration of Four Thousand Dollars and no cents (\$4,000.00) cash in hand, the receipt of which is hereby acknowledged, have bargained and sold and do hereby sell, grant, transfer, and convey to the Grantee, its successors and assigns forever, the following property situated in McCracken County, Kentucky, and described as follows:

Being a portion Lot 2 in the Pace Place Subdivision as shown by plat of record in Plat Book "G", Page 179, in the McCracken County Clerk's Office, having an address of 3311 Olivet Church Road, Paducah, Kentucky, and being more particularly described as follows:

**RIGHT OF WAY PARCEL #37**

Beginning at a point located 29.14 feet left of Olivet Church Road station 58+83.04; thence North 68 degrees 31 minutes 11 seconds West a distance of 1.86 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 58+83.00; thence North 22 degrees 46 minutes 49 seconds East a distance of 89.55 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 59+72.54; thence 31.87 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 22 degrees 52 minutes 11 seconds West, and a chord length of 28.60 feet to a point, said point being located 51.45 feet left of Olivet Church Road station 59+92.54; thence South 68 degrees 31 minutes 11 seconds East a distance of 1.77 feet to a point, said point being located 49.69 feet left of Olivet Church Road station 59+92.58; thence 31.85 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of South 22 degrees 53 minutes 58 seconds East, and a chord length of 28.59 feet to a point, said point being located 29.23 feet left of Olivet Church Road station 59+72.61; thence South 22 degrees 43 minutes 16 seconds West a distance of 89.56 feet to the point of beginning.

The above-described parcel contains 0.0046 acres (198.42 sq. ft.), more or less.

Being a portion of the same tract of land conveyed to the Grantors by deed dated June 5, 1985, which is duly recorded in Deed Book 675 Page 592 in the office of the County Clerk of McCracken County, Kentucky.

It is understood by the parties hereto and made a covenant herein that the above written parcel described above is conveyed in fee simple.

The acquisition of the herein described right of way is for the purposes of the improvement of the public roadway known as Olivet Church Road Improvement Project for the City of Paducah, Kentucky. The plans for this roadway improvement are on file in the Engineering-Public Works Department, City of Paducah, Kentucky.

In consideration of the aforementioned premises, Grantors also do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a Permanent Drainage and Public Utility Easement, with the right to construct, install, and thereafter use, operate, inspect, repair, maintain, replace and remove roadway drainage and public utility lines with all rights in ingress, egress, and regress over and across real property owned by the Grantors, being a portion of the same previously described tract of land aforementioned in this document. Said perpetual Permanent Drainage and Public Utility Easement shall be described as follows:

**DRAINANGE and PUBLIC UTILITY EASEMENT PARCEL #37**

Beginning at a point located 31.00 feet left of Olivet Church Road centerline station 58+83.00; thence North 68 degrees 31 minutes 11 seconds West a distance of 18.14 feet to a point, said point being located 49.14 feet left of centerline station 58+82.59; thence North 22 degrees 43 minutes 16 seconds East a distance of 86.12 feet to a point, said point being located 49.23 feet left of centerline station 59+68.71; thence North 24 degrees 08 minutes 32 seconds West a distance of 34.14 feet to a point, said point being located 74.17 feet left of centerline station 59+92.02; thence South 68 degrees 31 minutes 11 seconds East a distance of 22.72 feet to a point, said point being located 51.45 feet left of centerline station 59+92.54; thence 31.87 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of South 22 degrees 52 minutes 11 seconds East, and a chord length of 28.60 feet to a point, said point being located 31.00 feet left of centerline station 59+72.54; thence South 22 degrees 46 minutes 49 seconds West a distance of 89.55 feet to the point of beginning.

The above-described parcel contains 0.050 acres (2,208.71 sq. ft.), more or less.

The grant of the aforementioned Permanent Drainage and Public Utility Easement is subject to existing easements for roads and other utilities if any, and Grantee shall, at its expense, repair all damage and surface damage including, but not limited to, settlement, erosion, or washing to Grantors' property occasioned by the road construction, drainage construction, and/or by the

construction of the utility lines, mains, and appurtenances occurring within one year of completion the construction referred to herein, including, but not limited to grading, filling, leveling, sodding, and seeding as may be reasonably required in the sole judgment of the Grantors.

TO HAVE AND TO HOLD said property, together with all improvements thereon and all rights and appurtenances thereunto, unto the Grantee, its successors and assigns forever and in fee, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantors and Grantee, by signing this document on the above given date, hereby acknowledge that the consideration stated hereinabove is the full actual consideration for the transfer of the subject property. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN WITNESS WHEREOF, all of the parties to this deed of conveyance have hereunto set their hands on this the date first above written.

GRANTORS:

Karen Cole Smith  
Karen Cole Smith

Robert E. Smith  
Robert E. Smith

GRANTEE:

CITY OF PADUCAH, KENTUCKY

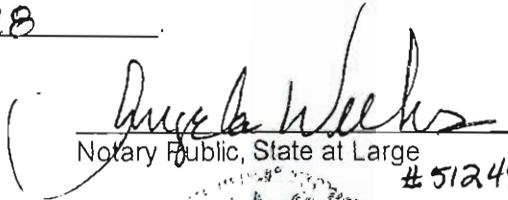
By \_\_\_\_\_  
Gayle Kaler, Mayor

STATE OF KENTUCKY )

COUNTY OF McCracken )

The foregoing instrument and consideration certificate were sworn to and acknowledged before me this 1<sup>st</sup> day of OCTOBER, 2015, by Karen Cole Smith and her husband, Robert E. Smith, Grantors.

My Commission expires: 6-23-18.

  
Notary Public, State at Large  
#512492



STATE OF KENTUCKY )

COUNTY OF McCracken )

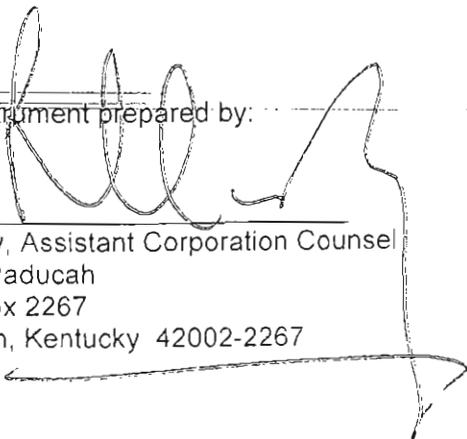
The foregoing consideration certificate was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Gayle Kaler, Mayor of the City of Paducah, Kentucky, Grantee.

My Commission expires: \_\_\_\_\_.

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

SEAL

This instrument prepared by:



Dan Key, Assistant Corporation Counsel  
City of Paducah  
P. O. Box 2267  
Paducah, Kentucky 42002-2267





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

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,  
 APPROVING AN INDEMNIFICATION AND LICENSE AGREEMENT  
 BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH  
 RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT;  
 AUTHORIZING THE EXECUTION OF THE AGREEMENT

**WHEREAS**, on June 29, 2015, the City and Paducah Riverfront Hotel LP (the “Developer”) entered into a Hotel Development Agreement (the “Development Agreement”), whereby the City and the Developer agreed that the City would lease 600 North 4<sup>th</sup> Street, Paducah, McCracken County, Kentucky (the “Premises”) to the Developer in exchange for the Developers agreement to construct, develop and operate an upscale hotel on the Premises; and

**WHEREAS**, prior to consummating the lease of the Premises as provided in the Development Agreement, the Developer has requested a license from the City with regard to the Premises, in order for the Developer to make, or cause to be made, the demolition and removal of the concrete foundation currently existing on the Premises so as to prepare the Premises for the Project; and

**WHEREAS**, the City has no objection with such license provided, however, the Developer understands, acknowledges and agrees to the indemnification provisions contained in the Indemnification and License Agreement, a copy of which is attached hereto as Exhibit A.

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

Section 1. Recitals and Authorization. The City hereby approves the Indemnification and License Agreement (this “Agreement”) among the City and the Developer in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into the Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Agreement with such changes not inconsistent with this Order 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 Agreement.

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 Order 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 Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 5. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

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MAYOR

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
\\mo\agree-license & indemnification-downtown hotel

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**EXHIBIT A**

INDEMNIFICATION AND LICENSE AGREEMENT

See attachment.

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

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,  
 APPROVING AN INDEMNIFICATION AND LICENSE AGREEMENT  
 BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH  
 RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT;  
 AUTHORIZING THE EXECUTION OF THE AGREEMENT

**WHEREAS**, on June 29, 2015, the City and Paducah Riverfront Hotel LP (the “Developer”) entered into a Hotel Development Agreement (the “Development Agreement”), whereby the City and the Developer agreed that the City would lease 600 North 4<sup>th</sup> Street, Paducah, McCracken County, Kentucky (the “Premises”) to the Developer in exchange for the Developers agreement to construct, develop and operate an upscale hotel on the Premises; and

**WHEREAS**, prior to consummating the lease of the Premises as provided in the Development Agreement, the Developer has requested a license from the City with regard to the Premises, in order for the Developer to make, or cause to be made, the demolition and removal of the concrete foundation currently existing on the Premises so as to prepare the Premises for the Project; and

**WHEREAS**, the City has no objection with such license provided, however, the Developer understands, acknowledges and agrees to the indemnification provisions contained in the Indemnification and License Agreement, a copy of which is attached hereto as Exhibit A.

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

Section 1. Recitals and Authorization. The City hereby approves the Indemnification and License Agreement (this “Agreement”) among the City and the Developer in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into the Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Agreement with such changes not inconsistent with this Order 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 Agreement.

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 Order 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 Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 5. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

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MAYOR

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
\\mo\agree-license & indemnification-downtown hotel

## INDEMNIFICATION AND LICENSE AGREEMENT

THIS INDEMNIFICATION AND LICENSE AGREEMENT made and executed on this \_\_\_\_ day of October, 2015, by and between PADUCAH RIVERFRONT HOTEL LP, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation, (the “**Developer**”); and CITY OF PADUCAH, a Kentucky Home Rule class city, (the “**City**”).

### WITNESSETH:

**WHEREAS**, the City is the fee simple owner of a certain tract of land located at located at 600 North 4<sup>th</sup> Street, Paducah, McCracken County, Kentucky (the “**Premises**”), upon which the City desires to have constructed, developed, and operated an upscale hotel (the “**Project**”); and

**WHEREAS**, on June 29, 2015, the City and the Developer entered into a Hotel Development Agreement (the “**Development Agreement**”), whereby the City and the Developer agreed that the City would lease the Premises to the Developer in exchange for the Developers agreement to construct, develop and operate the Project on the Premises; and

**WHEREAS**, prior to consummating the lease of the Premises as provided in the Development Agreement, the Developer has requested a license from the City with regard to the Premises, in order for the Developer to make, or cause to be made, the demolition and removal of the concrete foundation currently existing on the Premises so as to prepare the Premises for the Project; and

**WHEREAS**, the City has no objection with such license provided, however, the Developer understands, acknowledges and agrees to the indemnification provisions set forth in this Agreement, to which the Developer is agreeable.

**NOW, THEREFORE**, it is agreed and understood by and between the parties as follows:

1. **License.** The City does hereby accord to the Developer a license to the Premises ~~for the sole purpose of the demolition and removal of the concrete foundation currently existing on~~ the Premises and other reasonable and necessary site work to prepare the Premises for the Project (the “**Work**”).

The Developer has inspected the Premises, and has found the Premises to be in an acceptable state of condition and repair. The City disclaims all warranties of fitness, operable condition and condition of repair with respect to all parts of the Premises. The Developer accepts the Premises "AS IS", with all defects and deficiencies.

2. **Term of License.** The effective date of this license shall be October 6, 2015 and shall continue until revoked by the City or the completion of the Work. Upon the termination of this license, however such termination may be brought about, the Developer shall quit and surrender said Premises to the City.

3. **Indemnification.** In consideration of the aforesaid license, the Developer understands, acknowledges and agrees that in the event the lease of the Premises and the \$12 Million Dollar loan for the construction of the Project on the Premises is not consummated in accordance with the terms and provisions of the Development Agreement on or before January 1, 2016, through no fault of the City relating to its commitments under the Development Agreement, the Developer shall use its diligent, good faith efforts to restore the concrete foundation to the Premises promptly and to the same condition existing immediately before the commencement of the Work; and shall assume and pay all of the costs and expenses relating thereto. The restoration of the concrete foundation to the Premises shall be of good quality, and shall be performed in a good and workmanlike manner, and in accordance with all state and local laws, ordinances and regulations.

4. **Miscellaneous Provisions.** The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective heirs, successors, and assigns. Interpretation of this Agreement and the enforcement of same shall be as determine by the laws of the Commonwealth of Kentucky. It is agreed and understood that the Developer shall have no right to assign any right or interest in and to this Agreement

WITNESS our signatures on the date first above written.

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,  
Its General Partner

By: \_\_\_\_\_  
GLENN D. HIGDON

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

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_

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



# Agenda Action Form

## Paducah City Commission

Meeting Date: September 22, 2015

Short Title: **Setting Tax Levies: Ad Valorem Properties -- FY2016**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

### Background Information:

Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) as well as another (non-City) tax jurisdiction, the Paducah Independent School District, are proposed to be set as per the attached ordinance. Please refer to exhibits 1-3 for a history of the ad valorem tax levies for real estate (*exhibit 1*), personal (*exhibit 2*) & inventory (*exhibit 3*).

The City's General Fund real estate tax levy is proposed to be \$25.5 cents per \$100 AV. The proposed FY2016 rate is 56% of what the rate was in FY1995, when the City starting making a conscious effort to lower real estate tax rates (*see exhibit 1*).

The City's General Fund personal tax levy is proposed to be \$39 cents per \$100 AV. The proposed FY2015 rate is 23% less than the FY1995 rate (*see exhibit 2*).

The City and PJC eliminated inventory taxes (*see exhibit 3*) on businesses in order to encourage business growth in Paducah many years ago. As you may recall, the City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax revenue would have been nearly \$1.0 million in FY2016, if it were still in place.

Staff proposes the City's tax levy be set at 25.5 cents per \$100 assessed value (AV), the same rate as last year (FY2015). The FY2016 compensating rate is 24.7 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 25.7 cents. The City of Paducah is proposing to take an amount less than the 4% allowed by KRS, as it has many times in the past (*see chart A*).

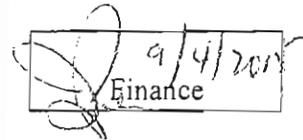
From FY2001 to FY2016, the City of Paducah has dropped its real estate tax levy by 4.5 cents, while the School District tax levy increased 20.3 cents (*see chart B*). The Paducah Independent School District real estate levy will increase 2.9 cents to 80 cents/\$100 AV. While Paducah's levy was 25.5 cents last year, in a survey of 18 Kentucky cities last fall,

it was established that Paducah's rate was less than the group's average (\$.2672). The historical average (FY2011-FY2015) of property tax rates for the cities surveyed continues to rise each year (see chart C). Last year, Paducah's rate was over a cent below the group's average of 26.72 cents.

The property tax levy ordinance will be introduced on September 22, 2015 with the second and final reading on October 6, 2015. Since the City's proposed tax levy is greater than the 'compensating rate' of 24.7 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 22, 2015.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

  
Finance

**Staff Recommendation:**

Recommend that the Mayor and Commission adopt the proposed 2015-2016 real estate and personal ad valorem tax levies as proposed.

**Motion:**

I move that an ordinance setting the levies and rates of taxation on all property in the City of Paducah, Kentucky, subject to taxation for municipal purposes and for school purposes for the period from July 1, 2015, through June 30, 2016, be adopted.

**Attachments:** Tables of Historic Tax Levies (3); Charts (3)

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

Meeting Date: September 22, 2015

Short Title: Authorize Payment for emergency repair of the Cooling Tower at the Parks Service building located at 1400 H. C. Mathis Drive

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:

The Parks Service building located at 1400 H. C. Mathis Drive, Air Conditioning Cooling Tower became inoperative and did not properly cool the building. Three quotes were obtained to remove and replace the Air Conditioning Cooling Tower, all in excess of \$20,000. The lowest bid received for this work is in the amount of \$26,800.00 as submitted by Commercial Marine & Industrial Heating & Air Conditioning, Inc. Due to the high summer temperatures, the City Manager declared an emergency to exist on September 3, 2015, necessitating the immediate replacement of the Cooling Tower at the Parks Service Building located at 1400 H. C. Mathis Drive. Therefore, Commercial Marine & Industrial Heating & Air Conditioning, Inc. was contacted and directed to proceed with the replacement of the Cooling Tower and the replacement work is in progress.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: EPW PROP./ PLANT  
Account Number: 001-2216-531-3305

AM 9/18/15  
Finance

### Staff Recommendation:

To authorize the Finance Director to pay Commercial Marine & Industrial Heating & Air Conditioning, Inc., \$26,800 upon the completion of the emergency replacement of the Cooling Tower at the Parks Service Building located at 1400 H. C. Mathis Drive.

### Attachments:

Emergency Declaration and quotes

 Department Head	City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: September 22, 2015

Short Title: Memorandum of Agreement with Paducah & Louisville Railway, Inc., for Improvement to an Existing At-Grade Railway Crossing for the Olivet Church Roadway 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:

As designed, the Olivet Church Roadway Project requires improvement to an existing at-grade railway crossing owned by Paducah & Louisville Railway "P&L," which is located on Olivet Church Road near Commerce Drive. Due to the expertise level required to improve the existing railway crossing, P&L has agreed to perform the required work in accordance with the attached Memorandum of Agreement. The MOA states that P&L will be responsible for all aspects of the work related to the completion of the railway crossing, including project documents, plans, specifications, construction, permits, inspection and testing.

Upon completion of the railway crossing work by P&L, the City will reimburse P&L the total amount of \$196,381.81. Any costs in excess of this amount will be the responsibility of P&L. However, the City will be responsible to pay on a separate invoice all temporary railway flagging expenses. Additionally, the City will be responsible for the maintenance of traffic and the removal of excess crossties or ballasts.

In order to facilitate payment to P&L for this railway crossing work, it is requested that a portion of the remaining Series 2013B Bond Proceeds be transferred to the Olivet Church Roadway Project Account ST0039.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Olivet Church Roadway Proj  
Account Number: 040-3315-532-2307 ST0039

AW 9/15/15  
Finance

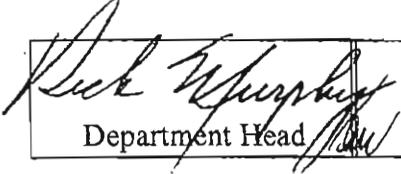
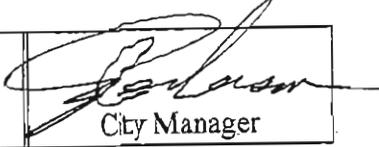
### Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Memorandum of Agreement with Paducah & Louisville Railway, Inc., for Improvement to an Existing At-Grade Railway Crossing for the Olivet Church Roadway Improvement Project and to authorize the Finance Director to issue payment to P&L for the following:

- To authorize the transfer of a portion of the remaining Series 2013B Bond Proceeds to the Olivet Church Roadway Project Account ST0039.
- To pay P&L \$196,381.81 upon completion of the railway crossing work.
- To pay P&L the total costs associated with railway flagging on a separate invoice.

Attachments:

Memorandum of Agreement and the railway crossing costs.

		
Department Head	City Clerk	City Manager

# Agenda Action Form Paducah City Commission

Meeting Date: September 22, 2015

Short Title: Purchase of One Regenerative Sweeper to be used by the EPW-Street Division

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst. II

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

### Background Information:

On August 26, 2015 sealed written bids were opened for the purchase of one Regenerative Street Sweeper to be used by the EPW Street Division. One responsive bid was received from Stringfellow Inc. in the amount of \$182,437.00. The estimated time for delivery of the new truck will be 75 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Fleet Fund  
Account Number: 071-0210-542-4005

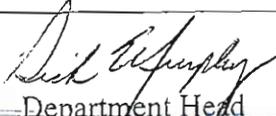
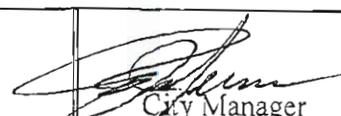
*Ad 9/18/15*  
Finance

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Stringfellow Inc. for the purchase of one Regenerative Street Sweeper for use by the EPW Street Division in the total amount of \$182,437.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

Meeting Date: September 22, 2015

Short Title: Purchase of One Side Arm Loading Truck to be used by the EPW-Solid Waste Division

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst. III

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

### Background Information:

On August 26, 2015 sealed written bids were opened for the purchase of one Side Loading Refuse Truck to be used by the EPW Solid Waste Division. Two responsive bids were received, with McBride Mack Inc. submitting the lowest evaluated bid in the amount of \$258,732.00. The estimated time for delivery of the new truck will be 75 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Solid Waste Residential  
Account Number: 050-2209-531-4007

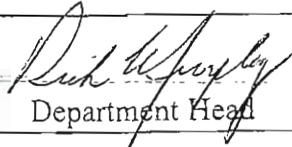
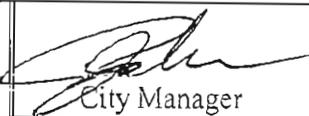
*AM* 9/18/15  
Finance

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with McBride Mack Inc. for the purchase of one Side Arm Loading Refuse Truck for use by the EPW Solid Waste Division in the total amount of \$258,732.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

Meeting Date: 6 Oct 2015

**Short Title:** U.S. Department of Homeland Security/FEMA – 2015 Port Security Grant Program

Ordinance  Emergency  Municipal Order  Resolution  Motion

**Staff Work By:** Brandon Barnhill, Former A/C Stacey Grimes, Sheryl Chino

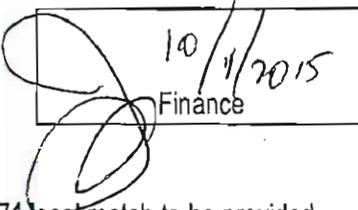
**Presentation By:** Brandon Barnhill

**Background Information:** The FY2015 Port Security Grant Program (PSGP) directly supports maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the U.S. Department of Homeland Security to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. The City of Paducah was awarded funding through this program in 2009 and in 2013 for security camera installation at the new boat ramp.

Under Municipal Order 1838, the City Commission authorized the submittal of a 2015 Port Security Grant Application for a portable surveillance/camera system to aid in providing security of the floodwall and downtown infrastructure. The City has been awarded \$37,121 from the Port Security Grant Program with a match requirement is \$12,374.

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

**Funds Available:** Project Name: 2015 Port Security  
Project #: EQ0025  
File #: 6.277  
Acct. #: 040-0102-511.23-07  
Budget: \$49,495  
Source of Funds: \$37,121 federal grant, \$12,374 local match to be provided from the Police Dept's FY2016 operating budget

  
10/1/2015  
Finance

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant related documents; as well as, authorize the acceptance of the grant award through FEMA's ND grants web portal.

**Attachments:** None

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING THERETO WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR A 2015 PORT SECURITY GRANT

WHEREAS, on May 12, 2015, through the approval of Municipal Order 1838, an application was submitted to the U.S. Department of Homeland Security FEMA Port Security Grant Program for the City of Paducah for a portable surveillance/camera system to aid in providing security of the floodwall and downtown infrastructure; and,

WHEREAS, the U.S. Department of Homeland Security has approved the plan and is ready to offer the award of this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized and directed to execute all documents necessary with the U.S. Department of Homeland Security to obtain a 2015 Port Security Grant in the amount of \$37,121.00 for the purchase and installation of equipment to extend video surveillance coverage of the floodwall and downtown infrastructure. Local matching funds are in the amount of \$12,374.00.

SECTION 2. This expenditure shall be charged to the 2015 Port Security account, account number 040-0102-511-2307.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, October 6, 2015

Adopted by the Board of Commissioners October 13, 2015

Recorded by Tammara S. Sanderson, City Clerk, October 13, 2015

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

\\ord\police\grant-2015 Port Security-floodwall & downtown 10-2015

# Agenda Action Form Paducah City Commission

Meeting Date: October 6, 2015

Short Title: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE CONTRACT AND EXECUTE ALL DOCUMENTS NECESSARY WITH P&L RAILWAY FOR THE PURCHASE OF LAND LOCATED AT 619 NORTH 6<sup>TH</sup> STREET

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Doolittle  
Presentation By: Doolittle

### Background Information:

The P&L Railroad of Paducah owns approximately 4.831 acres of real estate at 619 N. 6<sup>th</sup> Street (N. 6<sup>th</sup> and Campbell Street). The land is currently vacant. We will acquire this property to relocate the Pavilion Dome. The property was appraised by Sirk and Company for \$315,000. The P&L have agreed to accept \$295,000.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: DT004 / file 9.271  
Account Number: \*

 10/2/2015  
Finance

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\*- To be funded with future G. O.B. proceeds (bed tax) -

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Staff Recommendation:

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The staff recommends approval

 Department Head	City Clerk	City Manager
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**ORDINANCE NO. 2015-10-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN TRACT OF REAL ESTATE GENERALLY LOCATED AT 619 6<sup>TH</sup> STREET, PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM PADUCAH & LOUISVILLE RAILWAY, INC., FOR A PUBLIC PURPOSE**

WHEREAS, the Board of Commissioners of the City of Paducah has determined that it is necessary, appropriate, or in the best interest of the City to purchase a certain tract of real estate generally located at 619 6<sup>th</sup> Street, Paducah, McCracken County, Kentucky 42001, which is more particularly depicted on **Exhibit A** attached hereto (the "Property"); and

**WHEREAS**, the City of Paducah has reached an agreement for the purchase of the Property with the owner thereof, Paducah & Louisville Railway, Inc., a Kentucky corporation, ("Seller") for the purchase price of TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$295,000.00), which agreement is to be memorialized by a written real estate purchase agreement to be entered into by and between the parties; and

**WHEREAS**, the Board of Commissioners of the City of Paducah concur and find that the purchase of the Property for the purchase price of TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$295,000.00) is in the best interest of the City.

**BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:**

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**SECTION 1.** The Board of Commissioners of the City of Paducah hereby approves and consents to the purchase and acquisition of the Property from Seller for the purchase price of TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$295,000.00) and further approves of the negotiation and execution of a real estate purchase

agreement between the City and Seller upon such terms and conditions approved by the City Manager and Corporation Counsel. It is hereby found and determined that the acquisition is public property to be used for the public purposes of the City.

SECTION 2. It is further determined that the City Manager, on behalf of the City of Paducah, Kentucky, is authorized to execute the real estate purchase agreement and the Mayor, on behalf of the City of Paducah, Kentucky, is hereby authorized to execute the warranty deed and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Seller in accordance with this Ordinance.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from general fund of the City of Paducah, Kentucky.

SECTION 4. Corporate Counsel is hereby authorized to conduct such due diligence and investigation as it deems necessary and in the best interest of the City. Further Corporate Counsel is authorized to prepare the real estate purchase agreement, warranty deed, closing statement and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Seller in accordance with this Ordinance.

SECTION 5. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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SECTION 6. This City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 7. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 8. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced by the Board of Commissioners, October 6, 2015.  
Adopted by the Board of Commissioners, October 13, 2015.  
Recorded by Tammara S. Sanderson, City Clerk, October 13, 2015  
Published by The Paducah Sun, \_\_\_\_\_, 2015.  
ord\prop pur-619 S 6<sup>th</sup> – p & l railway

EXHIBIT "A"

Being Tract A, containing of 4.831 acres, as set forth on the Waiver of Subdivision Plat for P & L Railway 619 6<sup>th</sup> Street property, of record in Plat Section "M", page 318, McCracken County Court Clerk's Office, as surveyed by Civil Design Group, Inc., a. Clay Robinson, PLS 3219 on November 8, 2009.

Being part of the same property conveyed to Paducah & Louisville Railway, Inc., a Kentucky corporation, from VMV Enterprises, Inc., a Kentucky corporation, by deed dated August 27, 1986, of record in Deed Book 717, page 403, in the McCracken County Court Clerk's office, and from Illinois Central Gulf Railroad Company, a Delaware corporation, Mississippi Valley Corporation, a Delaware corporation, and Citizens Bank and Trust Company of Paducah, Trustee, by deed dated August 27, 1986, of record in Deed Book 691, page 342, in the aforesaid clerk's office. Illinois Central Gulf Railroad Company having acquired the property from Illinois Central Railroad Company, an Illinois corporation, by deed dated August 10, 1972, of record in Deed Book 543, page 519, in the aforesaid clerk's office. Illinois Central Railroad Company having acquired the property from Chicago, St. Louis and New Orleans Railroad Company, by deed dated July 23, 1951, of record in Deed Book 306, page 301, in the aforesaid clerk's office. Chicago, St. Louis & New Orleans Railroad Company having acquired the property from Paducah Union Depot Company, by deed dated March 21, 1913, of record in Deed Book 100, page 205, in the aforesaid clerk's office.

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between PADUCAH & LOUISVILLE RAILWAY, INC., a Kentucky corporation, of 200 Clark Street, Paducah, KY 42001, ("Seller"), and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the home rule class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate of P. O. Box 2267, Paducah, KY 42002-2267, ("Purchaser").

W I T N E S S E T H

WHEREAS, Seller is the owner in fee of a tract of real property located at 619 6<sup>th</sup> Street, Paducah, Kentucky 42001, which is more particularly described in Exhibit A attached hereto, together with all of Seller's right, title and interest in all other property rights and interests connected with or ancillary to the real property, including but not limited to any interest in streets, alleys, easements, development rights, improvements, fixtures, and appurtenances thereto, any strips or gores (collectively the "Property"); and

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property; and

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby covenant and agree as follows:

SECTION 1. PURCHASE AND SALE OF THE PROPERTY

1.1 Sale of the Property. Subject to the provisions of this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to grant, bargain, sell and convey to Purchaser, at the Closing (hereinafter defined in Section 6.1) the Property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property will be the sum of ~~Two Hundred Ninety Five Thousand and no/100 Dollars (\$295,000.00)~~, in U.S. cash.

SECTION 3. TITLE, SURVEY, AND INSPECTIONS.

3.1 Title Commitment/Survey. Purchaser, at Purchaser's expense, may obtain (i) a title commitment (the "Commitment") showing Seller as the record title owner of the Property, and the terms by which the title company agrees to issue to Purchaser, at Purchaser's option and expense, an owner's policy of title insurance (the "Title Policy") issued on form ALTA Owner Policy, together with any endorsements, extended coverage, or modifications to the Title Policy as may be requested by Purchaser in the

amount of the Purchase Price insuring Purchaser's fee simple title to the Property subject to the terms of such policy and the Permitted Exceptions as herein described and (ii) a survey of the Property (the "Survey").

3.2 Title Defects. In the event the Commitment or the Survey reflect any matter which in the Purchaser's sole and absolute discretion materially affects Purchaser's fee simple estate or materially affects Purchaser's ability to use and occupy the Property for its intended purpose, Purchaser may object to said matter by delivering written notice to Seller ("Purchaser's Notice"), if at all, on or before the twentieth (20<sup>th</sup>) day after the Effective Date. Seller shall respond to Purchaser's Notice within five (5) business days of receipt thereof, indicating which, if any, of the disapproved matters Seller will cause to be satisfied, discharged or otherwise cured as of the Closing or indicating Seller's election not to satisfy, discharge or otherwise cure any of Purchaser's disapproved matters. In the event, (i) Seller elects not to satisfy, discharge or otherwise cure any of Purchaser's disapproved matters to Purchaser's satisfaction or (ii) if Seller does not agree to satisfy, discharge or otherwise cure Purchaser's disapproved matters; then Purchaser may elect to (i) waive its objections and proceed to the Closing or (ii) terminate this Agreement; thereafter neither party shall have any further liabilities or obligations to the other hereunder. As used in this Agreement, the term "Permitted Exceptions" shall mean (i) all matters listed in the Commitment and shown by the Survey which Purchaser does not deliver an objection to on or before the expiration of the foregoing twenty (20) day period and (ii) and any intervening liens and matters that are suffered or created after the date of the Commitment or the Survey, but before the date of Closing that are approved in writing by Purchaser.

3.3 Inspection Period. Purchaser shall have an inspection period which shall commence on the Effective Date and shall continue for a period of sixty (60) days after the Effective Date, (the "Inspection Period") to review the Survey, Commitment and the other materials; to complete a physical inspection of the Property, to conduct soil tests and engineering studies; to test for the presence of hazardous substances and wastes and investigate other environmental issues; to ascertain the availability and sufficiency of utilities to the Property; to study drainage; to review zoning; to determine whether there is or will be adequate access to the Property; to review deed restrictions and any other limitations or covenants, conditions and restrictions on land use; to examine the Property; to review and investigate taxes, assessments, and any other matter affecting the Property; and to obtain all internal approvals that Purchaser may require for it to acquire the Property in accordance with the terms set forth in this Agreement. Seller shall cooperate with Purchaser in the making of the foregoing investigations and shall provide within five (5) days of the Effective Date copies of any soil testing reports or other documentation regarding the environmental issues involving the Property.

If Purchaser determines, in its sole and absolute discretion and for any reason, not to proceed with the transaction set forth in this Agreement, Purchaser shall so notify Seller on or before the expiration of the Inspection Period. If Purchaser fails to deliver the above notice to Seller on or before the expiration of the Inspection Period, Purchaser shall be deemed to have notified Seller on the last day of the Inspection Period

that Purchaser is consummating this Agreement. **FURTHER, FAILURE TO NOTIFY SELLER BY WRITTEN NOTICE OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND PURCHASER SHALL TAKE THE REAL ESTATE "AS IS" WITH RESPECT TO SUCH DEFECTS.**

3.4 Access to the Property. Seller hereby grants to Purchaser and Purchaser's agents and representatives the right to enter upon the Property at Purchaser's expense from the Effective Date until Closing or until the termination of this Agreement for the purpose of making inspections, measurements, surveys and conducting such tests and examinations as Purchaser deems necessary, including but not limited to engineering studies, core borings, drillings, environmental studies and hazardous waste studies. Purchaser shall indemnify and save Seller harmless against and from any and all liability, loss, cost damage and expense (including, without limitation, reasonable attorneys' fees, costs and disbursements incurred in enforcement of this indemnity) arising from Purchaser's or Purchaser's agents' or representatives' activities set forth in this Section. Seller acknowledges, and Purchaser agrees, that during the foregoing period, Seller will have complete control of the Property and Purchaser will have only the rights with respect thereto specifically set forth in this Agreement.

#### SECTION 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1 Making of Representations, Warranties and Covenants of Seller. As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Purchaser the representations, warranties and covenants contained in this Section:

(a) Seller has marketable title in the Property, free and clear of adverse matters affecting title, except for Permitted Exceptions as defined herein. There is no pending, nor to the best knowledge of Seller, any threatened condemnation or similar proceeding affecting the Property or any portion of the Property.

(b) Seller shall not enter into any contract of sale of the Property and no other party has been previously granted by Seller a right of first refusal or first option to purchase the Property to be transferred hereunder.

(c) There is no litigation or governmental or administrative proceeding or investigation pending or, to the knowledge of the Seller, threatened against the Seller which may have any adverse effect on Seller's properties, assets, prospects, financial condition or business or which would prevent or prohibit the consummation of the transactions contemplated by this Agreement.

(d) At the time of the Closing, there will be no outstanding contracts executed by Seller for any improvements to the Property, and Seller shall cause to be discharged prior to the Closing all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property or arising from contracts executed by Seller

prior to the Closing (whether or not such contracts have been fully performed), and Seller shall terminate all such contracts at Closing at Seller's sole cost.

(e) At the time of the Closing, there will be no indebtedness encumbering the Property.

(f) Seller shall continue to maintain and enforce its existing insurance with regard to the Property. All risk of loss of Property shall remain with Seller until Closing hereon.

(g) Seller is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986.

(h) Seller has full power, authority and legal right to enter into this Agreement and to consummate the transactions provided for herein. All actions on the part of Seller necessary to approve the transactions contemplated by this Agreement have been duly taken as required by applicable law and any applicable agreements. This Agreement has been executed and delivered by Seller and constitutes the valid and binding agreement of Seller enforceable in connection with its respective terms. As of the Closing, the Deed and other agreements, documents and instruments required to be delivered by Seller in accordance with the provisions hereof, if any, will have been duly executed and delivered.

(i) The Seller has not received a notice from any governmental authority of any violation of any law, ordinance, regulation, license, permit or authorization issued with respect to any of the Property, including without limitation any applicable laws or regulations promulgated thereunder to date, governing or creating liability for the existence, contamination, treatment, storage, disposal or release in, on or under the Property of any asbestos or any other hazardous, toxic or dangerous waste, substance or material, which has not been corrected heretofore and, to the best knowledge of the Seller, no such violation now exists which could have an adverse effect on the operation of any of the Property. To the best knowledge of Seller, all improvements constituting a part of the Property are in compliance in all material respects with all applicable state laws, ordinances, regulations, licenses, permits and authorizations and there is at least the minimum access required by applicable subdivision or similar law to the Property.

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4.2 Survival of Representations, Warranties, and Covenants. In the event any of Seller's representations, warranties or covenants hereunder are determined to be false or misleading prior to Closing, Purchaser shall have the option of (i) waiving such failure and proceeding to the Closing subject thereto; or (ii) declaring this Agreement to be in default and exercising the remedies available to Purchaser under Section 8, including but not limited to the right to terminate this Agreement. All of the covenants, representations and warranties of Seller shall survive the Closing and shall not be merged therein.

SECTION 5. CONDITIONS PRECEDENT TO CLOSING.

5.1 Conditions to Closing. Seller and Purchaser acknowledge that the following conditions precedent to Closing must be satisfied or waived by benefitting party prior to Closing:

- (a) Seller shall have timely performed and complied with all of Seller's covenants and obligations under this Agreement;
- (b) Purchaser shall have timely performed and complied with all of Purchaser's covenants and obligations under this Agreement;
- (c) The representations and warranties of Seller shall be true and correct as of the date of Closing;
- (d) Purchaser, at the end of the Inspection Period, shall have determined to proceed with the transaction set forth in this Agreement;
- (e) The Deed (as defined below) and each of the other documents required to be delivered by Seller pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified in this Agreement and shall be in form and substance satisfactory to Purchaser; and
- (f) Approval and consent of the purchase of the Property and the terms of this Agreement by the City Commission of the City of Paducah; and

In the event any of the conditions precedent to Closing are not satisfied or waived by the benefitting party prior to Closing, this Agreement shall terminate without waiving rights and remedies available under Section 8 herein.

SECTION 6. CLOSING ACTIVITIES.

6.1 Time and Place of Closing. Subject to the full performance or waiver of performance of all parties of their respective duties set forth in this Agreement and the satisfaction or waiver of all of the conditions to Closing set forth in this Agreement, the "Closing" of the sale contemplated hereby shall be held through the offices of Denton Law Firm, PLLC, within sixty-five (65) days after the Effective Date, at a date and time to be mutually agreed upon by the parties, provided Purchaser has not elected to terminate this Agreement in accordance with Section 3.3, unless the parties agree in writing to extend the Closing to a date mutually agreeable to the parties.

6.2 Payment of the Purchase Price. At the Closing, Purchaser shall pay to Seller the Purchase Price, adjusted pursuant to this Agreement. Such payment shall be made in cash or by federal funds wire transfer to a commercial bank account designated by the Seller.

6.3 Documents to be Delivered by Seller. At the Closing, Seller, at its expense, shall deliver to Purchaser: (i) a duly executed and acknowledged special warranty deed in proper statutory form conveying the Property according to the legal description of record free and clear of all liens and encumbrances, except for real property ad valorem or franchise taxes levied in the year of the Closing, Permitted Exceptions and such intervening liens, if any, as Purchaser has approved in writing ("Deed"); (ii) evidence satisfactory to Purchaser and title company that any encumbrances or liens theretofore affecting the Property have been paid and discharged of record; (iii) a non-foreign person affidavit in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended; (iv) vacant possession of the Property; and (v) such other instruments, documents or affidavits, in form and content reasonably satisfactory to Purchaser's counsel, as are necessary or appropriate to (a) properly and completely vest title to the Property in Purchaser and (b) comply with the terms and conditions of this Agreement.

6.3 Closing Statement. Purchaser shall prepare a "Closing Statement" which reflects adjustments which will be made to the Purchase Price for ad valorem or franchise taxes; transfer taxes; the balance of any mortgage or lien encumbering the Property; any title defect that can be cured by expending money; and any additional amounts owed by Purchaser or credits due to Purchaser. Purchaser and Seller shall execute the Closing Statement at Closing.

6.4 Ad Valorem Taxes, Real Property Taxes and Governmental Assessments. Ad valorem or franchise taxes and/or real property taxes assessed against the Property for the current year shall be prorated as of the date of Closing.

6.5 Transfer Taxes and Closing Cost. Any and all deed transfer taxes shall be paid by Seller at Closing. Any and all deed recording fees and customary closing costs shall be paid by the Purchaser at Closing. Seller shall pay for preparation of the deed. Purchaser shall pay for all fees for preparation of this Agreement.

6.6 Title and Survey Expenses. The expense of examination of title and all title insurance premiums, if any, to issue the Commitment and Title Policy and the cost of any Survey shall be paid as specified in Section 3.1, by Purchaser.

## SECTION 7. BROKERS.

~~7.1 Real Estate Commission. Seller and Purchaser represent and warrant to each other that no real estate broker is entitled to any commission as listing agent, Purchaser's or Seller's agent or as the procuring cause of this transaction resulting from any actions or words by or on behalf of either party, and Purchaser and Seller agree to indemnify and hold each other harmless from any claim or demand made by any brokers.~~

## SECTION 8. DEFAULT AND REMEDIES.

8.1 Default and remedies of parties. If either Seller or Purchaser fail to comply with any or all of the obligations, covenants, representations, warranties or agreements to be performed, honored or observed by them under and pursuant to the terms and provisions of this Agreement the Party claiming that such a breach has occurred shall give written notice to the breaching Party. The breaching Party shall have a period of seven (7) days following the effective date of said notice within which to correct the default, or in the case of a default which is of a nature that cannot reasonably be corrected within such seven (7)-day period, within which to commence action to correct the default. In the event that the breaching Party shall fail to correct such default within said seven (7)-day period or, if applicable, to commence action to correct such default within said seven (7)-day period and thereafter diligently to pursue the same to completion, the non-defaulting Party may, at its option, (a) elect to enforce the terms hereof by action for specific performance, (b) proceed to close this transaction notwithstanding such breach or failure (without waiving any right or remedy which might otherwise be available at law or in equity arising from such breach or failure), or (c) terminate this Agreement without waiving its rights to seek damages and other relief available at law or equity. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provisions hereof.

## SECTION 9. RISK OF LOSS AND POSSESSION.

9.1 Risk of Loss. Subject to the provisions hereof, Seller shall have all risk of loss to the Property until Closing and conveyance to Purchaser. Purchaser shall assume all risk of loss to the Property after the Closing.

9.2 Possession. Possession of the Property shall be delivered to Purchaser and relinquished by Seller at the Closing unless an otherwise mutually agreeable date is agreed upon by the parties in writing.

## SECTION 10. MISCELLANEOUS.

10.1 Execution by Both Parties. This Agreement shall not become effective and binding until fully executed and delivered by both Purchaser and Seller (the "Effective Date").

10.2 Captions. The captions employed in this Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement.

10.3. Entire Agreement. This Agreement contains the complete agreement between the parties and cannot be varied or waived except by the written agreement of the parties. The parties agree that this Agreement constitutes the entire agreement between the parties and no other oral agreements, understandings, representations or warranties prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein.

10.4 Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, assigns, and legal representatives to the same extent as if specified at length throughout this Agreement. The parties hereto shall not assign its rights and liabilities under this Agreement without the prior written consent of the other party.

10.5 Gender and Number. The plural shall include the singular and the singular, the plural, wherever the context so permits. The masculine shall include the feminine and the neuter; the feminine, the masculine and the neuter, and the neuter, the masculine and the feminine.

10.6 Attorneys' Fees and Other Costs. The parties to this Agreement shall bear their own attorneys' fees in relation to negotiating and drafting this Agreement. Should Purchaser or Seller engage in litigation to enforce their respective rights pursuant to this Agreement, the prevailing party shall have the right to indemnity by the non-prevailing party for an amount equal to the prevailing party's attorneys' fees, court costs and expenses arising therefrom.

10.7 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to any conflicts of laws. Venue for any civil litigation shall be in McCracken County, Kentucky.

10.8 Notice. All notices required, permitted, or given pursuant to the provisions of this Agreement shall be in writing, and either (i) hand delivered, (ii) delivered by certified mail, postage prepaid, return receipt requested, (iii) delivered by an overnight delivery service, or (iv) delivered by facsimile machine or email, followed within twenty-four (24) hours by delivery under options (i), (ii) or (iii) addressed as follows:

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If to Seller:

Paducah & Louisville Railway, Inc.  
200 Clark Street  
Paducah, KY 42001  
Attention: Tom Garrett  
jtgarrett@palrr.com

If to Purchaser:

City of Paducah Kentucky

City Hall  
300 South 5<sup>th</sup> Street  
Paducah, KY 42001  
Attention: Steve Doolittle  
sdoolittle@paducahky.gov

With copy to:

Lisa H. Emmons  
Denton Law Firm, PLLC  
555 Jefferson Street, Suite 301  
Paducah, KY 42001  
lemmons@dentonfirm.com

Notices shall be deemed delivered upon receipt. The addresses given above may be changed by any party by notice given in the manner provided herein.

10.9 Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the state in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.10 Preparation of Agreement. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

10.11 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

10.12 Further Agreements. Seller and Purchaser agree to execute, acknowledge, and deliver, or cause to be delivered, any and all such conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and such other instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement and the transactions contemplated hereby.

10.13 Agreement to Cooperate. Seller agrees prior to Closing to fully cooperate with Purchaser in the investigation and review of the Property. After the Closing and to the extent it is lawful to do so, Seller agrees to fully cooperate with Purchaser in the development of the Property for Purchaser's intended use.

10.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

10.15 Business Day. The term "Business Day" shall mean every day other than Saturday, Sunday and legal holidays recognized by the Commonwealth of Kentucky upon which McCracken County government offices are closed.

10.16 Time of Essence. Time will be of the essence with respect to the performance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed as of the respective dates shown below.

**SELLER:**

**PADUCAH & LOUISVILLE  
RAILWAY, INC.**

By: \_\_\_\_\_  
Tom Garrett, President

Date: \_\_\_\_\_



**PURCHASER:**

**CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

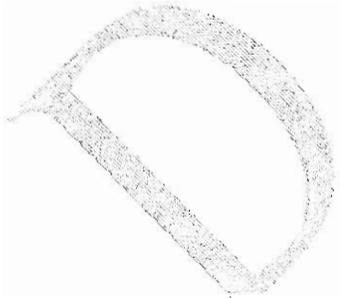
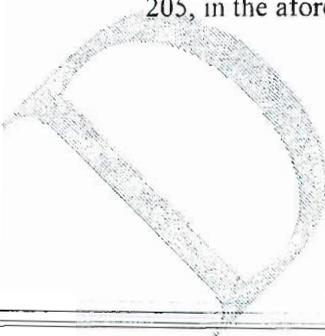


EXHIBIT "A"

Being Tract A, containing of 4.831 acres, as set forth on the Waiver of Subdivision Plat for P & L Railway 619 6<sup>th</sup> Street property, of record in Plat Section "M", page 318, McCracken County Court Clerk's Office, as surveyed by Civil Design Group, Inc., a. Clay Robinson, PLS 3219 on November 8, 2009.

Being part of the same property conveyed to Paducah & Louisville Railway, Inc., a Kentucky corporation, from VMV Enterprises, Inc., a Kentucky corporation, by deed dated August 27, 1986, of record in Deed Book 717, page 403, in the McCracken County Court Clerk's office, and from Illinois Central Gulf Railroad Company, a Delaware corporation, Mississippi Valley Corporation, a Delaware corporation, and Citizens Bank and Trust Company of Paducah, Trustee, by deed dated August 27, 1986, of record in Deed Book 691, page 342, in the aforesaid clerk's office. Illinois Central Gulf Railroad Company having acquired the property from Illinois Central Railroad Company, an Illinois corporation, by deed dated August 10, 1972, of record in Deed Book 543, page 519, in the aforesaid clerk's office. Illinois Central Railroad Company having acquired the property from Chicago, St. Louis and New Orleans Railroad Company, by deed dated July 23, 1951, of record in Deed Book 306, page 301, in the aforesaid clerk's office. Chicago, St. Louis & New Orleans Railroad Company having acquired the property from Paducah Union Depot Company, by deed dated March 21, 1913, of record in Deed Book 100, page 205, in the aforesaid clerk's office.



# Agenda Action Form

## Paducah City Commission

Meeting Date: October 6, 2015

**Short Title: An Ordinance Amending Chapter 30, "Civil Emergencies" of the Code of Ordinances of the City of Paducah, Kentucky**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Lisa Emmons, Esq.  
Presentation By: Jeff Pederson, City Manager

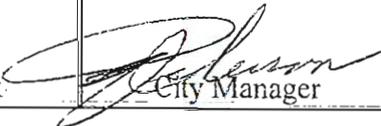
### Background Information:

KRS 65.870 prohibits local governments from occupying any part of the field of regulation of the manufacture, sale, purchase, taxation, transfer, ownership, possession, carrying, storage, or transportation of firearms, ammunition, components of firearms, components of ammunition, firearms accessories or combination thereof.

Pursuant to this statute, ~~it~~ is necessary to amend Chapter 30 of the Code of Ordinances of the City of Paducah, Kentucky. Said Ordinance shall be amended to remove Section 30-3(a)(3) in order to comply with the current Statute.

**STAFF RECOMMENDATION:** Amend Chapter 30 of the Code of Ordinances to remove language that is in contradiction to Kentucky Revised Statute 65.870, namely that portion that states that the City, after proclamation of a civil emergency, is authorized "to require all businesses displaying or selling any firearms, explosives, or ammunition to remove and securely lock up all such items until further orders."

**Attachments:** Ordinance

Department Head	City Clerk	 City Manager
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**ORDINANCE NO. 2015-10-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 30,  
“CIVIL EMERGENCIES” OF THE CODE OF  
ORDINANCES OF THE CITY OF PADUCAH,  
KENTUCKY**

WHEREAS, this Ordinance amends Chapter 30, “Civil Emergencies,” of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted pursuant to mandates imposed by Kentucky Revised Statute § 65.870 (KRS 65. 870 as may be amended), in particular those parts that prohibit local governments from occupying any part of the field of regulation of the manufacture, sale, purchase, taxation, transfer, ownership, possession, carrying, storage, or transportation of firearms, ammunition, components of firearms, components of ammunition, firearms accessories, or combination thereof.

**NOW THEREFORE** be it ordained by the City Commission of the City of Paducah as follows:

**SECTION 1.** That Chapter 30, “Civil Emergencies,” is hereby amended and restated to read as follows:

**CHAPTER 30 – CIVIL EMERGENCIES**

**Sec. 30-1. Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Civil emergency.*

- (1) A riot or general civil disobedience characterized by five or more persons engaged in a course of disorderly conduct with the intent to commit a felony or misdemeanor or with ~~the intent to prevent or coerce official action.~~
- (2) Any natural disaster or man-made calamity, including flood, conflagration, cyclone, tornado, earthquake or explosion, resulting in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.
- (3) The threat or apparent inevitable occurrence of either subsection (1) or (2) of this definition.

*Curfew.* A prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the city, excepting persons officially designated with reference to the civil emergency.

**Sec. 30-2. Proclamation of civil emergency.**

When in the judgment of the Mayor, or Commissioner acting in his behalf, a civil emergency, as defined in section 30-1 of this chapter, is deemed to exist, he shall forthwith proclaim, in writing, the existence of same.

**Sec. 30-3. Measures authorized after proclamation.**

- (a) After proclamation of a civil emergency, the Mayor, or Commissioner acting for the Mayor, is hereby authorized to take any of the following measures to suppress and control riots, general civil disobedience, disorder following a natural disaster, or the threat of any of the above, whenever any of same shall occur in the city:
  - (1) To declare hours of curfew for all persons, and, during the hours of curfew, no persons except police, firefighters, utility employees and any specifically exempt persons, while performing a duty of emergency service, shall be on the streets, alleys or other public areas of the city or in any way in violation of the prohibition as set forth in the definition set forth in section 30-1 of this chapter.
  - (2) To declare all or any business establishments to be closed and remain closed until further orders.
  - (3) ~~To require all business displaying or selling any firearms, explosives or ammunition to remove and securely lock up all such items until further orders.~~
  - (4)(3) To issue other orders as are eminently necessary for the protection of life and property.
- (b) After the proclamation of a civil emergency, and during the existence of same, the Chief of Police shall have the authority to temporarily close any and all streets, alleys and other public ways in the city to the public, whenever in the opinion of the Chief of Police it is necessary in order to maintain the peace and order.

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**Sec. 30-3. Notification of public.**

When a civil emergency has been proclaimed and any orders or declarations have been issued as set forth in section 30-2 above, sufficient quantities of the proclamation and all declarations and orders shall be delivered to the Chief of Police, who shall distribute copies to all news media and affected businesses within the city, and who shall also use public address systems throughout the city and immediately notify the public of the proclamation and any curfew or special declarations and orders, and warn the public that any violation of the curfew shall be deemed a misdemeanor and violators will be arrested.

**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.

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MAYOR

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 6, 2015

Adopted by the Board of Commissioners, October \_\_\_\_, 2015

Recorded by Tammara S. Sanderson, City Clerk, October \_\_\_\_, 2015

Published by *The Paducah Sun*, \_\_\_\_\_, 2015

\\ord\30-3-civil emergencies-weapons-firearms

# Agenda Action Form

## Paducah City Commission

Meeting Date: October 6, 2015

**Short Title: An Ordinance Amending Chapter 126-72 “Homeless Shelters” of the Code of Ordinances of the City of Paducah, Kentucky**

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By:            Lisa Emmons, Esq.  
Presentation By:         Jeff Pederson, City Manager

### **Background Information:**

KRS 65.870 prohibits local governments from occupying any part of the field of regulation of the manufacture, sale, purchase, taxation, transfer, ownership, possession, carrying, storage, or transportation of firearms, ammunition, components of firearms, components of ammunition, firearms accessories or combination thereof.

Pursuant to this statute, it is necessary to amend Chapter 126-72 (1)(c)(5)(iii) of the Code of Ordinances of the City of Paducah, Kentucky. Said Ordinance shall be amended to require homeless shelters to adopt a Code of Conduct banning weapons from said homeless shelters.

**STAFF RECOMMENDATION:** Amend Chapter 126-72 (1)(c)(5)(iii) of the Code of Ordinances to remove language that is in contradiction to Kentucky Revised Statute 65.870, namely that portion that states that homeless shelters are required to create and adopt a Code of Conduct to include the following language “Weapons are not permitted.”

**Attachments:** Ordinance

Department Head	City Clerk	 City Manager
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**ORDINANCE NO. 2015-10-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 126-72, "HOMELESS SHELTERS" OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 126, Sec. 72, "Homeless Shelters," of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted pursuant to mandates imposed by Kentucky Revised Statute § 65.870 (KRS 65. 870 as may be amended), in particular those parts that prohibit local governments from occupying any part of the field of regulation of the manufacture, sale, purchase, taxation, transfer, ownership, possession, carrying, storage, or transportation of firearms, ammunition, components of firearms, components of ammunition, firearms accessories, or combination thereof.

**NOW THEREFORE** be it ordained by the City Commission of the City of Paducah as follows:

**SECTION 1.** That Chapter 126-72, "Homeless Shelters," is hereby amended and restated to read as follows:

**CHAPTER 126 – ZONING**

**"Sec. 126-72. Homeless Shelters.**

The purpose of this section is to establish regulations for the location of homeless shelters in the R-3, R-4, B-1, B-3, M-1, M-2 and M- 3 zones. Objectives include minimizing land use conflicts and ensuring that there are adequate services for homeless individuals within the vicinity of the shelter.

- (1) *"Shelter for the homeless"* shall mean housing that is limited to occupancy of 365 days or less by a homeless person.
- (2) *Conditional use permit required.* Homeless shelters shall **only** be permitted in the zones listed herein upon receipt of a conditional use permit. The operation of all shelters for the homeless within the City of Paducah shall be contingent upon receiving a conditional use permit from the Board of Adjustment in accordance with section 126-68 of the Code of Ordinances of the City of Paducah.
- (3) Each shelter for the homeless shall comply with the following conditions:
  - a. A shelter for the homeless shall provide a minimum of 200 square feet of heated building space per resident.
  - b. Shelters for the homeless may not be located within 1,000 feet of any other shelter for the homeless, or from any use which could be classified as a Shelter for the homeless.
  - c. Operation.

1. Shelters for the homeless shall be fully contained within a building owned and/or operated by a government agency or nonprofit organization.
2. The operator of a shelter for the homeless shall provide continuous, on-site supervision by an employee and/or volunteer during all hours of operation.
3. No retail sales shall take place on the property of any shelter for the homeless.
4. Maximum occupancy. A shelter for the homeless may house no more than 50 residents.
5. All homeless shelters shall create and adopt a Code of Conduct that shall be enforced at all times. The Code of Conduct shall include at a minimum the following language:
  - i. Possession or use of illegal drugs is not permitted on the premises.
  - ii. Alcohol is not permitted on the premises.
  - iii. Federal and State gun control laws shall be strictly enforced on the premises. ~~Weapons are not permitted on the premises.~~
  - iv. Violence is not permitted on the premises.
  - v. Fires are not permitted on the premises.
  - vi. Loitering in the surrounding neighborhood is not permitted.
  - vii. Littering on the premises or surrounding neighborhood is not permitted.
6. A copy of this Code of Conduct shall be provided to the Zoning Administrator of the City of Paducah for review by the Board of Adjustment.
7. Lighting. Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.
8. Laundry facilities. The development shall provide laundry facilities or laundry services adequate for the number of residents.
9. Common facilities. The development may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
  - i. Central cooking and dining room(s).
  - ii. Recreation room.
  - iii. Counseling center.
  - iv. Child care facilities.
  - v. Other support services.
10. Outdoor activity. For the purposes of noise abatement in residential districts, organized outdoor activities may only be conducted between the hours of 8:00 a.m. and 9:00 p.m.
11. Staff and services shall be available to assist residents in obtaining permanent shelter and income.
12. The operator of a shelter for the homeless shall have a written management plan including, as applicable, provisions for staff training, neighborhood outreach, security, screening of residents to insure compatibility with services provided at the facility, and for training, counseling, and treatment programs for residents.
13. Maximum unit density. Homeless shelters located in residential districts, when not developed in an individual dwelling unit format, shall not be subject to the underlying zoning district's maximum unit density standard, but the number of beds shall be limited to six times the maximum number of dwelling units which would otherwise be permitted.

14. Shelters for homeless shall be located within 2,500 feet of a public transportation route.”

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

**SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS.** The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

Introduced by the Board of Commissioners, October 6, 2015  
Adopted by the Board of Commissioners, October \_\_\_\_\_, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October \_\_\_\_\_, 2015  
Published by *The Paducah Sun*, \_\_\_\_\_, 2015  
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