



**CITY COMMISSION MEETING  
AGENDA FOR SEPTEMBER 12, 2017  
5:30 P.M.  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**PUBLIC HEARING FOR FY2018 PROPERTY TAX RATE (LEVY)**

**INTRODUCTION OF 1<sup>ST</sup> LYFT DRIVER AMANDA HILL**

*Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.*

	<b>I. <u>CONSENT AGENDA:</u></b>
	<b>A. <u>MINUTES</u></b>
	<b>B. <u>MOTION</u></b>
	1. R & F Documents
	<b>C. <u>MUNICIPAL ORDER(S)</u></b>
	1. Personnel Actions
	2. Authorize Grant Application for Kentucky Division of Waste Management's 2018 Litter Abatement Program – <b>A. SHULL</b>
	3. Accept Grant Award from Kentucky Transportation Cabinet's Kentucky Office of Highway Safety – <b>A. SHULL</b>
	4. Accept Grant Award for PetSafe's Bark for Your Park Maintenance Grant– <b>A. SHULL</b>
	5. Approve Interlocal Agreement with McCracken County Fiscal Court for JAG Program for Police Department – <b>A. SHULL</b>
	6. Approve Ownership Agreement of Storm Sewer Infrastructure of the Wallace Park Subdivision – <b>R. MURPHY</b>

		7. Approve McCracken County Solid Waste Area Management Plan for 2018-2022 – <b>R. MURPHY</b>
		8. Purchase Two (2) Truck Mounted Self-Contained Vacuum Debris Collectors – <b>R. MURPHY</b>
		9. Ratify Execution of Easement for Floodwall Pump Station #11 for the Floodwall Rehabilitation Project – <b>R. MURPHY</b>
		10. Ratify Execution of Entry for Construction with U.S. Army Corp of Engineers for Pump Stations #7 & #11 for the Floodwall Rehabilitation Project – <b>R. MURPHY</b>
		11. Accept CDBG Grant for Floodwall Pump Station # 2 Rehabilitation – <b>R. MURPHY</b>
		12. Floodwall Quilt Murals Work-For-Hire Agreement – <b>CITY MANAGER PEDERSON</b>
		13. Authorize Reimbursement to PED – <b>CITY MANAGER PEDERSON</b>
	<b>II.</b>	<b>A. <u>ORDINANCE(S) – ADOPTION</u></b>
		1. Approve Change Order No. 1 for the Noble Park Lake Bank Stabilization Project – Phase II – <b>R. MURPHY</b>
	<b>III.</b>	<b>A. <u>ORDINANCES – INTRODUCTION</u></b>
		1. Amend Alcoholic Beverage Ordinance – <b>CITY CLERK</b>
		2. Set FY2018 Property Tax Rate (Levy) - <b>J. PERKINS</b>
	<b>IV.</b>	<b>A. <u>COMMENTS</u></b>
		1. Comments from the City Manager
		a. Curbside Recycling Presentation
		2. Comments from the Board of Commissioners
		3. Comments from the Audience
	<b>V.</b>	<b><u>EXECUTIVE SESSION</u></b>

August 22, 2017

At a Regular Meeting of the Board of Commissioners, held on Tuesday, August 22, 2017, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Rhodes, Wilson and Mayor Harless (4). Commissioner Holland was absent (1).

**INVOCATION**

Commissioner Wilson gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**PRESENTATION**

**2018 HEALTH INSURANCE UPDATE FOR CITY EMPLOYEES**

Greg Carlton with Peel & Holland gave an overview of the City's health insurance plan for 2018. He has been advising the city since 1998 about its health insurance benefits. Mr. Carlton recommended the City hold the existing health, dental and vision insurance rates and allocation as the same as the current year. Some of his other recommendations were to renew insurer and service agreements, continue care management, re-enforce well-being as a culture, review voluntary plans, and continue with the implementation of the benefits administration software (on-line enrollment).

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. She asked for items I(D)3 and I(D)4 to be removed for discussion and adoption separately. No other items were moved.

I(A)	Minutes for the August 8, 2017 City Commission Meeting
I(B)1	Appointment of Sam Bussey to the Paducah McCracken County Human Rights Commission to replace Brittany Beck whose term has expired. This term shall expire August 22, 2020.
I(B)2	Appointment of Carol Gault and Edwin Jones to the Code Enforcement Board to replace Oscar Gamble and Mickey Carman, respectively, whose terms have expired. These terms shall expire August 22, 2020
I(B)3	Appointment of Jim Smolen and Jennifer Frazier to the Paducah Main Street Board of Directors to replace Maurie McGarvey and Sharon Poat, respectively, whose terms have expired. Furthermore, the appointment of Jill Poinboeuf, Jeff Canter and Josh Linville to the Paducah Main Street Board of Directors to fill the newly created board positions. These terms shall expire August 22, 2021.
I(C)1	R & F Documents
I(D)1	Personnel Actions
I(D)2	A MUNICIPAL ORDER APPROVING THE EXECUTION OF AN ON-LINE GRANT

	APPLICATION TO OBTAIN A 2017-2018 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,284.00, TO BE USED BY THE PADUCAH POLICE DEPARTMENT (M.O.#1996; BK 10)
I(D)3	<del>A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., FOR THE ENGINEERING-PUBLIC WORKS SOLID WASTE DIVISION</del> REMOVED FROM CONSENT AGENDA & ADOPTED SEPARATELY
I(D)4	<del>A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS A REPLACEMENT PARTS FOR FY2017-2018 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH</del> REMOVED FROM CONSENT AGENDA & ADOPTED SEPARATELY
I(D)5	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND ANTHEM BLUE CROSS BLUE SHIELD (M.O. 1997; BK 10)
I(D)6	A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS FOR CALENDAR YEAR 2018 INCLUDING PREMIUMS FOR OPTIONAL DENTAL AND VISION CARE FOR EMPLOYEES OF THE CITY OF PADUCAH (M.O.#1998; BK 10)
I(D)7	A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2018 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O.#1999; BK 10)
I(D)8	A MUNICIPAL ORDER APPROVING AND ADOPTING THE VISION INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2018 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O.#2000; BK 10)
I(D)9	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE (M.O.#2001; BK 10)
I(D)10	A MUNICIPAL ORDER AMENDING SECTION (H) PARKS SERVICES DEPARTMENT OF THE FY2017-2018 POSITION AND PAY SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY TO ADD AN ADDITIONAL LABORER POSITION AND TO CREATE THE POSITION OF MAINTENANCE TECHNICIAN (M.O.#2002; BK 10)

August 22, 2017

Mayor Harless offered motion, seconded by Commissioner Wilson, to approve the Consent Agenda without items I(D)3 and I(D)4.

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

### **MUNICIPAL ORDERS**

#### **PURCHASE ROLL-OUT REFUSE CONTAINERS**

The City Clerk read the following summary for a municipal order to purchase roll-out containers. "A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., FOR THE ENGINEERING-PUBLIC WORKS SOLID WASTE DIVISION"

Motion was made by Mayor Harless, seconded by Commissioner Abraham, for consideration of said Municipal Order.

Adopted upon call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Harless (4). M.O.#2003; BK 10

#### **PURCHASE DUMPSTERS FOR SOLID WASTE DIVISION**

The City Clerk read the following summary for a municipal order to purchase dumpsters.

"A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS FOR FY2017-2018 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH"

Motion was made by Mayor Harless, seconded by Commissioner Wilson, for consideration of said Municipal Order.

Adopted upon call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Harless (4). M.O.#2004; BK 10

### **ORDINANCE(S) – ADOPTION**

#### **AMEND DESIGNATED PARKS LIST**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 70, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: This Ordinance amends section 70-32, Public Parks, Playgrounds, and Recreational Areas Available to the Public to rename the Health Park to the Pat and Jim Brockenborough Rotary Health Park.

Adopted upon call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Harless (4). ORD.#2017-8-8496; BK 35

### **ORDINANCE(S) – INTRODUCTION**

#### **ZONING TEXT AMENDMENT FOR OFF-STREET PARKING AND LOADING AREAS**

August 22, 2017

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING SECTION 126-71, OFF-STREET PARKING AND LOADING AREAS, OF CHAPTER 126, ZONING OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY". This Ordinance is summarized as follows: This Ordinance is amending Section 126-71, Off-Street Parking and Loading Areas, of Chapter 126, Zoning of the Code of Ordinances to amend parking requirements for several uses; remove the paving requirement for storage units; add beauty and barber shop parking requirements; add hotels, motels and daycares to the list of uses that require 10 X 18 parking spaces; and add provisions for compact cars parking spaces.

#### **APPROVE CHANGE ORDER NO. 1 FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT—PHASE II." This Ordinance is summarized as follows: The City of Paducah hereby authorizes the Mayor to execute Change Order No. 1 for the Noble Park Lake Bank Stabilization Project—Phase II in the amount of \$20,500 to pay for tree removal, removal of organic materials from pond, construction of a new pedestrian bridge connecting land between shelters and playground on the east side of the park, and to extend the contract until September 30, 2017. Therefore, this change order will increase the original contract amount to \$263,480.00.

#### **COMMENTS**

##### **COMMENTS FROM THE CITY MANAGER**

City Manager Jeff Pederson says a presentation is being prepared for next month regarding curbside recycling. Pederson says an option using existing resources is being explored. For example, efficiencies can be found by reducing the weekly brush pickup to every other week and by limiting the collection of recyclables to curbside only (not in alleys) for collection by the more efficient side arm trucks. Other aspects of curbside recycling that will need to be discussed include participation levels and charges. (Comments were prepared by Public Information Officer Pam Spencer.)

##### **COMMENTS FROM THE BOARD OF COMMISSIONERS**

Commissioner Abraham gave the following statement due to conversations he has been having with African-Americans in the community regarding the "temperature of the country".

"For several years and counting, more black babies have been killed by abortion, in NYC, than were allowed to be born. In 2016, in Chicago, 75% of murders were black and 71% of murders were by blacks. The age of highest murdered group was 17-25 years old. OF the 433 souls that were murdered, in Chicago, 326 were black. In our nation, Data shows that 93 percent of black homicide victims are killed by other blacks.

Of the black children that are allowed to be born, over 70% are born into single parent homes. In 1940-1950, while racism was rampant and black poverty was higher, most black children were born in 2 parent homes. We can link our issues to the breakdown of the family.

Want to fight "Injustice"? Today there are millions still in slavery, in Gabon, Gambia, Ivory Coast, Benin, Moldova, Nepal, India, Pakistan, Haiti, and Mauritania (mori tana) where 20% of the population is forced to be slaves. There are avenues established to help these people and anyone can help with these poor souls that are enslaved, TODAY.

August 22, 2017

As humans, we tend to gravitate towards the easy fix. Tearing down a statue, that **should** serve as an encouragement and motivation as to how far we have come as a nation, will not fix any of these issues.. Fixing the woes of our country will be only accomplished by the same solution for all of its citizens, personal responsibility. We cannot legislate morality.

In short, I don't choose to take part in allowing our city to be held hostage by a 'political flavor of the day'. Paducah has always thought for herself and has trusted God to direct us. I choose to rely upon the direction of God working through the good people of Paducah, who are some of the most giving and compassionate people I have known. Tearing down statues and changing names of things DOES NOT FIX ONE THING. Ask Pres. Barack Obama, Former Sec. of State Clinton and the NAACP when they ALL had kind words of condolences to the recent passing of Congressman Robert C. Byrd (former Cyclops and Kleagle of KKK—who has numerous highways, statues and buildings to his honor). They showed, people can change and be accepted. As we all should. The rest of the nation can make their own choices.”

Commissioner Richard Abraham

(A copy of his statement is in the Minute file.)

**ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Abraham, to adjourn the meeting. All in favor. Meeting ended approximately 6:41 p.m.

**ADOPTED:** September 12, 2017

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City Clerk

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Mayor

September 12, 2017

I move that the following documents be received and filed:

**DOCUMENTS**

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for September 5, 2017.
2. Certificate of Liability Insurance for Sams Brothers Concrete
3. Release of Deed Restriction with Henry & Neva Rudy for 511 North 5<sup>th</sup> Street Tract A (MO # 1953)
4. Quitclaim Deeds:
  - a. Bradley & Susan Brown – 2054 & 2062 Broad Street (ORD 2017-7-8491)
  - b. Donna Hardy - 2054 & 2062 Broad Street (ORD 2017-7-8491)
5. Deed of Conveyance with Julieanne Rose for 119 South 7<sup>th</sup> Street, 700 Caldwell Street, 833 South 5<sup>th</sup> Street, 623 & 629 Husbands Street (MO # 1994)
6. Commissioner's Deed for 2106 Yeiser Street
7. Contracts/Agreements:
  - a. Paducah Riverfront Development Preliminary Development Agreement Primary Agreement Obligations with CityVisions Associates (Executed by CM)
  - b. Contract with Pell & Holland Financial Group for Strategic Health Risk Advisor & Strategic Benefit Placement Services (MO # 2001)
  - c. Contract with Anthem BlueCross BlueShield for Vision Premiums for 2018 (MO # 2000)
  - d. Contract with Anthem BlueCross BlueShield for Third Party Administrator to provide administrator services for City Health Insurance Plan (MO # 1997)
  - e. Contract with Anthem BlueCross BlueShield for Stop Loss Insurance Coverage (MO # 1999)
  - f. Master Agreement between Commonwealth of Kentucky and Toter, LLC for recycling equipment and supplies (MO # 2003)
  - g. Purchase Order with Toter, LLC for roll-out solid waste containers (MO # 2003)
  - h. Master Agreement between Commonwealth of Kentucky and Municipal Equipment, Inc. for Recycling equipment and supplies (MO # 2004)
  - i. Agreement with Pine Bluff Sand and Gravel Company for 15-16 Limestone (MO # 1961)
  - j. Charitable Donation Agreement with Pat Brockenborough for Health Park at 421 North 13<sup>th</sup> Street (MO # 1995)
  - k. Contracts For Services: (Executed by CM)
    - i. River Heritage Museum (River Discovery Center)
    - ii. Uppertown Heritage Foundation
    - iii. Market House Theatre
    - iv. Paducah Symphony Orchestra, Inc.
    - v. Yeiser Art Center
8. Paducah Water Works Financial Highlights for July 2017

9. Community Scholarship Program Financial Report for FY17

- BIDS FOR ENGINEERING PUBLIC WORKS DEPARTMENT**  
**Two (2) Truck Mounted Self Contained Vacuum Debris Collectors**
1. Tag Truck Center \*
  2. Excel Truck Group

CITY OF PADUCAH  
September 12, 2017

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



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City Manager's Signature

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Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
September 12, 2017

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<b><u>EPW - MAINTENANCE</u></b>					
Hayes, Christopher L.	Parks Maintenance Laborer \$17.00/Hr.	EPW Maintenance Laborer \$17.00/Hr.	CS	Non-Ex	September 14, 2017
<b><u>PARKS SRVCS - RECREATION</u></b>					
Sims, Tanner S.	Lifeguard \$8.25/Hr.	Recreation Leader \$11.00/Hr.	NCS	Non-Ex	August 31, 2017
Broderhausen, Jon B.	Parks Maintenance Laborer \$9.00/Hr.	Parks Maintenance Laborer \$14.81/Hr.	NCS	Non-Ex	September 14, 2017
Byas, Jaylon	Parks Maintenance Laborer \$9.00/Hr.	Parks Maintenance Laborer \$14.81/Hr.	NCS	Non-Ex	September 14, 2017
<b><u>GENERAL GOVERNMENT</u></b>					
Smolen, Michelle L.	Assistant to the City Manager \$29.43/Hr.	Assistant to the City Manager \$30.46/Hr.	NCS	Non-Ex	September 14, 2017

**TERMINATIONS - FULL-TIME (FT)**

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<b><u>EMERGENCY COMMUNICATION SRVCS</u></b>			
Treece, Allen B.	Telecommunicator	Resignation	August 22, 2017
<b><u>EPW - MAINTENANCE</u></b>			
Blanks, Richard A.	Laborer	Retirement	September 29, 2017
<b><u>EPW - STREET</u></b>			
Henson, Robert L.	ROW Maintenance Person	Resignation	September 5, 2017
<b><u>POLICE - SUPPORT SERVICES</u></b>			
Gaia, Joseph D.	Police Officer / Recruit	Resignation	August 25, 2017
Long, Wendell R.	Police Officer Patrolman	Retirement	September 30, 2017

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

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Schwede, Lance D.	Sports Official	Resignation	July 19, 2017
Alford, James M.	Recreation Leader Internship	End Seasonal Employment	August 30, 2017
Archer, Reagan E.	Recreation Leader	End Seasonal Employment	August 30, 2017
Beeler, Paigelyn G.	Lifeguard	End Seasonal Employment	August 30, 2017
Blackford, Kenzie L.	Lifeguard	End Seasonal Employment	August 30, 2017
Bruce, Meredith A.	Recreation Leader	End Seasonal Employment	August 30, 2017
Caruthers, Katie N.	Lifeguard	End Seasonal Employment	August 30, 2017
Crim, Donovan B.	Recreation Leader	End Seasonal Employment	August 30, 2017
Davidson, Reagan E.	Recreation Leader	End Seasonal Employment	August 30, 2017
Dew, Emily A.	Pool Attendant	End Seasonal Employment	August 30, 2017
Ellison, Olivia G.	Lifeguard	End Seasonal Employment	August 30, 2017
Elrod, Aviona T.	Pool Attendant	End Seasonal Employment	August 30, 2017
Elrod, Robert L.	Pool Attendant	End Seasonal Employment	August 30, 2017

CITY OF PADUCAH  
PERSONNEL ACTIONS  
September 12, 2017

Ertle, Kayla	Recreation Leader	End Seasonal Employment	August 30, 2017
Fletcher, Jack G.	Lifeguard	End Seasonal Employment	August 30, 2017
Frazier, Alexis	Recreation Leader	End Seasonal Employment	August 30, 2017
Freeman, Peyton S.	Recreation Leader	End Seasonal Employment	August 30, 2017
Griffin, Olivia S.	Recreation Leader	End Seasonal Employment	August 30, 2017
Grogan, Weston L.	Lifeguard	End Seasonal Employment	August 30, 2017
Harned, Emme C.	Lifeguard	End Seasonal Employment	August 30, 2017
Hobbs, Sarah E.	Recreation Leader	End Seasonal Employment	August 30, 2017
Hodge, Kennedy G.	Recreation Leader	End Seasonal Employment	August 30, 2017
Hudspeth, Elijah B.	Lifeguard	End Seasonal Employment	August 30, 2017
Jernigan, Jaylen A.	Recreation Leader	End Seasonal Employment	August 30, 2017
Johnson, Michaela	Recreation Leader Internship	End Seasonal Employment	August 30, 2017
Jones, Victoria P.	Lifeguard	End Seasonal Employment	August 30, 2017
Jordan, Diamond R.	Recreation Leader-Athletics	End Seasonal Employment	August 30, 2017
Lindley, Samantha M.	Lifeguard	End Seasonal Employment	August 30, 2017
Lowery, Claren M.	Pool Attendant	End Seasonal Employment	August 30, 2017
McHaney, Rotajhania	Recreation Leader	End Seasonal Employment	August 30, 2017
Meier, Kevin C.	Lifeguard	End Seasonal Employment	August 30, 2017
Myers, Mallory M.	Recreation Leader	End Seasonal Employment	August 30, 2017
Rich, Ashley E.	Recreation Leader	End Seasonal Employment	August 30, 2017
Shell, Kaitlyn N.	Recreation Leader	End Seasonal Employment	August 30, 2017
Smith, Ceriae A.	Pool Attendant	End Seasonal Employment	August 30, 2017
Smith, Isabela G.	Lifeguard	End Seasonal Employment	August 30, 2017
Smith, Jalisa M.	Pool Attendant	End Seasonal Employment	August 30, 2017
Smith, Joya S.	Pool Attendant	End Seasonal Employment	August 30, 2017
Stewart, Kelly A.	Recreation Leader	End Seasonal Employment	August 30, 2017
Thompson, Molly C.	Summer Camp Coordinator	End Seasonal Employment	August 30, 2017
Tokarz, Sandra M.	Recreation Leader	End Seasonal Employment	August 30, 2017
Via, Elizabeth G.	Recreation Leader	End Seasonal Employment	August 30, 2017
Via, Mary-Kate	Recreation Leader	End Seasonal Employment	August 30, 2017
Watkins, Evan A.	Recreation Leader	End Seasonal Employment	August 30, 2017
Wilke, Alyssa R.	Lifeguard	End Seasonal Employment	August 30, 2017

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 12 September 2017

**Short Title:** 2018 Kentucky Litter Abatement Program Application

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:** Adam Shull

**Presentation By:** Tammara Tracy

**Background Information:** The Kentucky Division of Waste Management (DMW) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 223 miles. In 2016, DMW awarded the Engineering/Public Works Department \$13,516.94 for their Street Litter Abatement Program.

The City uses Litter Abatement funding for litter/trash pick-up along roadways and in within the parks. This grant also funds street sweeping activities, personnel costs, and disposal costs.

Engineering/Public Works Department proposes to submit an application to KY Division of Waste Management for the 2018 Litter Abatement Award. The grant amount will be based on a formula using the total number of street miles within the City, and according to the number of applicants this year. This award requires no local cash or in-kind match.

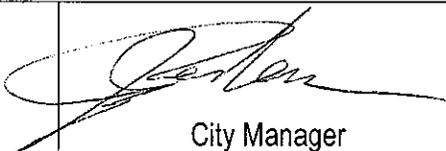
**Goal:**  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

**Funds Available:**

Account Name:  
Account Number: *Fund 5000*  
Project Number:

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

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

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2018 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT STREET LITTER ABATEMENT PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application for a 2018 Kentucky Litter Abatement Program grant through the Kentucky Division of Waste Management for the Engineering/Public Works Department's Street Litter Abatement programs. The grant amount will be based on a formula using the total number of street miles within the City and number of applicants. No local cash or in-kind match is required.

SECTION 2. This order will 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, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
mo\grants\application-Litter Abatement 2018

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 12 September 2017

Short Title: 2017-2018 Highway Safety Grant

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Brian Krueger and Adam Shull  
Presentation By: Brandon Barnhill

Background Information:

The Kentucky Transportation Cabinet's Kentucky Office of Highway Safety has a competitive, discretionary grant program that offers reimbursements to police agencies for the salaries and benefits of peace officers working overtime hours and engaged in specific traffic enforcement activities. The program also offers reimbursements for specific traffic enforcement related supplies and equipment.

The Paducah Police Department has been awarded a Highway Safety grant for the 2017-2018 year. This grant will reimburse overtime hours associated with saturation patrols, including fuel costs, in the amount of \$25,300. There is not a match requirement for this grant application. The application was originally approved by municipal order 1947 on January 24, 2017.

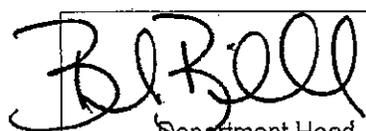
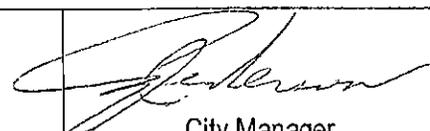
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:      Account Name:  
                                 Account Number:  
                                 Project Number: PO0100

Finance
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Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents.

Attachments:

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF  
2017-2018 KENTUCKY HIGHWAY SAFETY PROGRAM REIMBURSEMENT GRANT  
WITH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR FUNDING TO BE USED  
FOR OVERTIME HOURS ASSOCIATED WITH SPECIFIC TRAFFIC ENFORCEMENT  
ACTIVITIES, SUPPLIES AND EQUIPMENT

WHEREAS, the City of Paducah applied for a 2017-2018 Highway Safety Grant through the Kentucky Office of Highway Safety, adopted by Municipal Order No. 1947 on January 24, 2017, to be used for overtime hours associated with specific traffic enforcement activities, supplies and equipment for the Paducah Police Department; and

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts reimbursement grant funds in the amount of \$25,300 through the Kentucky Office of Highway Safety for a 2017-2018 Highway Safety Grant to fund overtime hours associated with specific traffic enforcement activities, supplies and equipment for the Paducah Police Department. This program does not require any local cash or in-kind match.

SECTION 2. That the City hereby ratifies the Mayor's execution of the Grant Agreement with the Kentucky Office of Highway Safety.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara Sanderson, City Clerk

Adopted by the Board of Commissioners September 12, 2017  
Recorded by Tammara Sanderson, City Clerk, September 12, 2017  
MO\grants\award-police-2017-2018 highway safety 9-2017

# Agenda Action Form Paducah City Commission

Meeting Date: 12 September 2017

**Short Title:** Bark for Your Park grant receipt

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Mark Thompson, Adam Shull  
Presentation By: Mark Thompson

**Background Information:** The Parks Services Department has been awarded a \$10,000 PetSafe Brand maintenance award to be used at the Paducah Dog Park at Stuart Nelson Park. The funds will be used to implement irrigation and drainage measures to eliminate dry and bare spots throughout the park. The Paducah Dog Park opened in 2012 after 85 different donors raised \$20,000 to equal the City's offered match. PetSafe has given away more than \$1 million in six years to help build new, and maintain, dog parks across the country. No match was required for this grant.

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

**Funds Available:** Account Name:  
Account Number:  
Project Number: PA0110

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

**Attachments:** None

 08-29-2017 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH PETS SAFE BRAND FOR A "BARK FOR YOUR PARK" GRANT IN THE AMOUNT OF \$10,000 FOR FUNDING TO IMPLEMENT IRRIGATION AND DRAINAGE MEASURES AT THE DOG PARK LOCATED IN STUART NELSON PARK, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah applied for a "Bark for Your Park" maintenance grant through PetSafe Brand, adopted by Municipal Order No. 1980 on June 27, 2017, to be used implement irrigation and drainage measures to eliminate dry and bare spots throughout the dog park located in Stuart Nelson Park; and

WHEREAS, PetSafe Brand has approved the application and is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$10,000 through the PetSafe Brand for a Bark for Your Park maintenance grant to implement irrigation and drainage measures at the dog park located in Stuart Nelson Park. No local cash match is required.

SECTION 2. That the City hereby authorizes the Mayor's execution of the Grant Agreement with PetSafe Brand.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara Sanderson, City Clerk

Adopted by the Board of Commissioners September 12, 2017  
Recorded by Tammara Sanderson, City Clerk, September 12, 2017  
MO\grants\award-PetSafe-dog park 9-12-17



A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE COUNTY OF MCCRACKEN, KENTUCKY, FOR A 2017-2018 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U. S. DEPARTMENT OF JUSTICE

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

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement between the City of Paducah and the County of McCracken, Kentucky, for a 2017-2018 Edward Byrne Memorial Grant through the U. S. Department of Justice. The Interlocal Agreement is required by the U.S. Department of Justice to reflect that the City remains in partnership with its local disparate jurisdiction even though the City of Paducah is the sole and authorized individual allocation. The term of this Agreement shall be that of the JAG Award, a one year period beginning July 1, 2017, and ending June 30, 2018, unless terminated by either party.

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, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
\\ord\grants\agree-interlocal (Edward Byrne Grant 2017-2018)

**INTERLOCAL AGREEMENT FOR ACCEPTANCE AND ADMINISTRATION OF EDWARD BYRNE  
JUSTICE ASSISTANCE GRANT (JAG) AWARD**

THIS AGREEMENT, made and entered into on this 12th day of September, 2017 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2017, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

**WITNESSETH:**

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a U.S. Bureau of Justice Edward Byrne JAG Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$11,284 offered by the U.S. Bureau of Justice; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**ARTICLE I: PURPOSE FOR THIS AGREEMENT**

It is necessary for the efficient and consistent administration of the \$11,284 allocated in the 2017 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

## ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Acceptance and Administration of a Edward Byrne Justice Assistance Grant (JAG) Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Term" means the term of this Agreement as determined pursuant to **Article IV** hereof. **ARTICLE**

## III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any

provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project *as* set forth in Articles V and VI.

Section 3.2. Representations, Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto *as* follows:

- (a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City *is* a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.
- (d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

#### **ARTICLE IV: TERM**

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2017 , and ending September 30, 2017 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

#### **ARTICLE V: ALLOCATION OF FUNDING**

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2017 JAG award allocation in the amount of \$11,284 in behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchase, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

#### **ARTICLE VI: ADMINISTRATION**

Section: 6.1. The City and the County agree that the City shall administer the FY2017 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

**ARTICLE VII: ASSIGNMENT**

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

**ARTICLE VIII. MISCELLANEOUS**

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City: City of Paducah  
Attn: Mayor or City Manager  
300 South 5<sup>th</sup> Street  
P.O. BOX 2267  
Paducah, KY 42002-2267

County: County of McCracken  
Attn: County Judge Executive  
McCracken County Courthouse  
Paducah, KY 42003-1700

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section:8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section:8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties

hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

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

Mayor Brandi Harless

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

ATTEST: \_\_\_\_\_

City Clerk Tammy Sanderson

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

MCCRACKEN COUNTY, KENTUCKY

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

Judge Executive Bob Leeper

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

ATTEST: \_\_\_\_\_

Fiscal Court Clerk Julie Griggs

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

HAVE SEEN AND CONSENT TO FORM FOR EXECUTION:

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

Bobby Russell, Representative Department of Local Government

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

Prepared by:

\_\_\_\_\_  
Adam Shull  
Grant Administrator  
City of Paducah  
PO Box 2267  
300 S. 5<sup>th</sup> Street  
Paducah, KY 42002

# Agenda Action Form Paducah City Commission

Meeting Date: September 12, 2017 - Introduction

## **Short Title: Ownership Agreement of the Former Combined Sewer Pipes, Diversion Structure and Storm Sewer Detention Structure for Wallace Park Sanitary Sewer Separation Project**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Eric Hickman, P.E., Storm Water & Drainage Engineer  
Presentation By: Rick Murphy, P.E., City Engineer & Public Works Director

### Background Information:

The Joint Sewer Agency (JSA) performed a sanitary sewer separation project located in the Wallace Park Subdivision pursuant to the Consent Judgment with the Commonwealth of Kentucky's Energy and Environmental Cabinet that JSA entered into in September of 2007. The project was part of JSA's Long Term Control Plan of which eliminated Outfall 012 by relieving storm water from the combined sewer system. The former combined sewer system now serves only as an independent storm sewer system that drains into a storm water detention structure also implemented as a result of this project. The City of Paducah is responsible for operation and maintenance of all publically owned independent storm sewers within the City limits. An adoption of this municipal order will cause the City of Paducah to become the responsible agency to operate and maintain a converted combined sewer to an independent storm sewer. JSA has performed camera inspection of the system to ensure integrity of the subject storm pipe prior to transfer to the City of which has been reviewed by the Engineering and Public Works Department.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: NA  
Account Number: NA

Finance
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### Staff Recommendation:

Staff recommends to adopt a Municipal Order authorizing the Mayor to execute an Ownership Agreement with JSA of the former combined sewer pipes, diversion structure and storm sewer detention structure for the sole purpose of conveying storm water.

Attachments:  
Agreement

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER APPROVING AN OWNERSHIP AGREEMENT BETWEEN THE PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY AND THE CITY FOR ASSUMPTION OF FORMER COMBINED SEWER PIPES, DIVERSION STRUCTURE AND STORM SEWER DETENTION STRUCTURE ASSOCIATED WITH THE WALLACE PARK SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1. The Board of Commissioners of the City of Paducah hereby approves an Ownership Agreement with the Paducah-McCracken County Joint Sewer Agency for the transfer of ownership of the former combined sewer pipes, diversion structure and storm sewer detention structure associated with the Wallace Park Subdivision.

SECTION 2. The Mayor is hereby authorized to execute the Ownership Agreement with the Paducah-McCracken County Joint Sewer Agency approved in Section 1 above.

SECTION 3. 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.

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
\\no\agree-Joint Sewer Agency-storm sewer infrastructure-Wallace Park Subd

**OWNERSHIP AGREEMENT  
WALLACE PARK SANITARY SEWER SEPARATION PROJECT**

THIS OWNERSHIP AGREEMENT is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY**, a Kentucky Joint Sewer Agency, with a mailing address of 621 Northview Street, Paducah, Kentucky 42001, hereinafter referred to as "JSA;" and the **CITY OF PADUCAH, KENTUCKY** a Municipal Corporation of the Second Class, with a mailing address of P.O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as "City."

**WITNESSETH:**

WHEREAS, under a Consent Judgment with the Commonwealth of Kentucky's Energy and Environmental Cabinet that the JSA entered into in September 2007, and an Environmental Protection Agency (EPA) Administrative Order issued in December of 2007, the JSA is required to mitigate the environmental impacts of the combined sanitary/storm sewer systems. The consent judgment requires JSA to implement a Long Term Control Plan which JSA is in process of implementation. One of the projects listed in the Long Term Control Plan is the elimination of Outfall 012, which relieves excess storm water from the combined sewer system near the Wallace Park Subdivision located within the City; and

WHEREAS, JSA has performed a sanitary sewer separation project located within the Wallace Park Subdivision by constructing new sanitary sewer mains, leaving the former combined sewer mains to serve as storm sewers only (shown in Exhibit A); and

WHEREAS, JSA has constructed a new storm water diversion structure and storm sewer detention structure located near the intersection of Forest Circle and Lone Oak Road (shown in Exhibit B); and

WHEREAS, all combined sewer mains, diversion structures and detention structures are entirely located within public right of ways and public utility easements; and

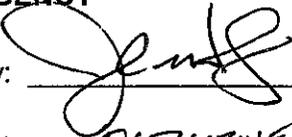
WHEREAS, the JSA has performed camera inspection to determine pipe defects and performed cured in-place pipe lining (shown in Exhibit C) to ensure integrity of the former combined sewer pipe prior to transfer to the City; and

WHEREAS, the City is the responsible party for operation and maintenance of publicly owned storm sewer infrastructure; and

NOW, THEREFORE, in consideration of the foregoing, the legal adequacy and sufficiency of which is hereby acknowledged by both parties hereto, the parties do covenant and agree as follows:

1. Ownership of the Former Combined Sewer Pipes, Diversion Structure and Storm Sewer Detention Structure. JSA does hereby convey all ownership rights and responsibilities to the publicly-owned portions of the former combined sewer pipes and associated manholes which now function as storm sewer only to the City.
2. Assumption of Former Combined Sewer Pipes, Diversion Structure and Storm Sewer Detention Structure. The City agrees to accept all ownership rights and responsibilities to the publicly-owned portions of the former combined sewer pipes and associated manholes which now function as storm sewer only to the City.
3. Release of All Claims. The City hereby releases JSA from any and all claims, demands, and causes of action regarding any costs and expenses incurred by the City from future operation and maintenance of the sewer pipes, diversion structure and storm sewer detention structure associated with the Wallace Park Subdivision.
4. Record Drawings. JSA has submitted all pertinent record drawings and video footage of all mains located in the Wallace Park Subdivision to the City.
5. Merger Clause. It is agreed and understood between the parties that this Agreement represents the entire and exclusive agreement between the parties with respect to the matters addressed herein, and that all prior representations, covenants, warranties, understandings and agreements are merged herein. This Agreement may only be modified in a writing executed by all parties hereto.
6. Severability. If any provision of this Agreement or its application to any person or circumstance shall be deemed invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.
7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns.

**PADUCAH-McCRACKEN COUNTY JOINT SEWER  
AGENCY**

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

Title: EXECUTIVE DIRECTOR

**CITY OF PADUCAH, KENTUCKY**

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

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

# Agenda Action Form Paducah City Commission

Meeting Date: September 12, 2017

Short Title: ADOPTION OF McCracken County Area Solid Waste Management Plan for 2018-2022

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson  
Presentation By: Jeff Pederson

### Background Information:

KRS 224.43-340 requires submission of solid waste management report and plan. The current plan will soon expire and an update has been prepared.

McCracken County has prepared the 2018-2022 update to the Plan with input from the City of Paducah. The Plan covers several areas of solid waste management, including trash collection, recycling, dump clean-up and litter. The City Manager made some edits to sections pertaining to recycling, but the plan as a whole remains predominantly unchanged for the new five-year period. The County conducted a Public Comment process in conjunction with plan preparation. The Plan does not require compliance with specific mandates for reduction in landfilling or for diversion of materials through recycling.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name:  
Account Number:

Finance
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Staff Recommendation: Adopt the McCracken County Area Solid Waste Management Plan for 2018-2022

Attachments:

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

A MUNICIPAL ORDER ADOPTING THE McCracken County Area  
Solid Waste Management Plan 2018-2022 Update

WHEREAS, McCracken County Fiscal Court is required by KRS 224.43-340 and  
KRS 224.43-345 to submit an update of the area solid waste management plan; and

WHEREAS, the McCracken County Solid Waste Management Area is governed  
by the McCracken County Fiscal Court; and

WHEREAS, the McCracken County Solid Waste Management Plan 2018-2022  
Update sets the agenda for implementation of solid waste reduction and management for the  
years inclusive of 2018-2022; and

WHEREAS, a Public Comment period on the McCracken County Solid Waste  
Management Plan 2018-2022 Update was conducted in the County.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the McCracken County  
Solid Waste Management Plan 2018-2022 Update and supports its Action Plan, Implementation  
Plan and associated activities.

SECTION 2. This Municipal Order shall be effective from and after the date of  
its adoption.

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
\\mo\plan-solid waste county update 2018-2022

**Agenda Action Form  
Paducah City Commission**

Meeting Date: September 12, 2017

Short Title: Purchase of Two (2) Truck Mounted Self-Contained Vacuum Debris Collectors

Ordinance    Emergency    Municipal Order    Resolution    Motion

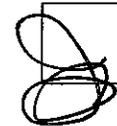
Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Dena Alexander, EPW Admin Asst. III  
-Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

**Background Information:**

On August 10, 2017 sealed written bids were opened for the purchase of Two (2) Truck Mounted Self-Contained Vacuum Debris Collectors. Two responsive bids were received, with TAG Truck Center submitting the lowest evaluated bid in the amount of \$329,770.00. The estimated time for delivery of the new truck will be 90 days after contract execution.

Goal:    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

Funds Available:   Account Name: Solid Waste  
Account Number: 50002212-540050

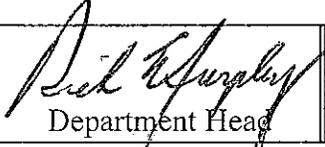
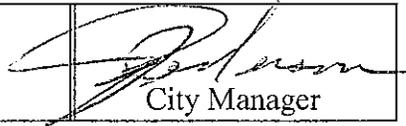
 9/8/2017  
Finance

**Staff Recommendation:**

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with TAG Truck Center for the purchase of Two (2) Truck Mounted Self-Contained Vacuum Debris Collectors for use by the EPW Solid Waste Division in the total amount of \$329,770.00.

**Attachments:**

Bids, Bid Tab, Advertisement, Proposed Contract

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

A MUNICIPAL ORDER ACCEPTING THE BID OF TAG TRUCK CENTER FOR SALE TO THE CITY OF TWO TRUCK MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTORS FOR USE BY THE PADUCAH ENGINEERING PUBLIC WORKS SOLID WASTE DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of TAG Truck Center at the price of \$329,770.00 for two (2) truck mounted self-contained vacuum debris collectors for use by the Paducah Engineering Public Works Solid Waste Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of Tag Truck Center of August 10, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with Tag Truck Center for the purchase of two (2) truck mounted self-contained vacuum debris collectors, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Solid Waste Account No. 50002212-540050.

SECTION 4. 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, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
MO\agree-EPW Vacuum Debris Collectors 9-2017

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE TWO (2)  
TRUCK MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTOR

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and TAG TRUCK CENTER hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **Two (2) Truck Mounted Self-contained Vacuum Debris Collector** to be used by the Engineering-Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated August 10, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **90** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Three Hundred Twenty-Nine Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents (\$329,770.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

BY \_\_\_\_\_  
Brandi Harless, Mayor

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

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

**CITY OF PADUCAH**  
**ENGINEERING-PUBLIC WORKS DEPARTMENT**

**(2) Truch Mounted Self Contained Vacuum Debris Collector**

**LOWEST EVALUATED BID**

**BID OPENING: 2:00 p.m. CST - Aug 10, 2017**

<b>OFFICIAL BIDDER OF RECORD</b> Contact: Mailing Address:	<b>Tag Truck Center</b> David Hoelscher 215 Campbell Dr Calvert City Ky42029 270 519-8501	<b>Excel Truck Group</b> Jeff Strader 901 W Hundred Rd Chester, Va 23836 804 768-4600	
<b>Ten (10) Police Pursuit Rated SUV's with Factory Police Package</b>	<b><u>\$329,770.00</u></b>	<b><u>\$341,403.20</u></b>	

Delivery Time	90 days	120 days	
Manufacturer	Freightliner	Freightliner	

**REQUIRED DOCUMENTS:**

1. Bidder's Required Certification	YES	YES	
2. Manufacturer's Specifications	YES	YES	
3. Warranty Information	YES	YES	
4. Deviations with Information	NONE	NONE	
6. Kentucky State Bidders	YES	NO	

<b>Responsive &amp; Responsible Bidder:</b>	YES	YES	
<b>Evaluation Score:</b>	1000	975.25	
<b>BID RECOMMENDED FOR ACCEPTANCE</b>	YES	NO	

## **Agenda Action Form Paducah City Commission**

Meeting Date: September 12, 2017

Short Title: Request for Mayor's signature to be ratified-James Marine Easement, Pump Station #11 and Authorization for Entry for Construction on Pump Station #7 and Pump Station #11

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Maegan Mansfield, P.E.-Engineering Project Manager  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

The United States Army Corps of Engineers (USACE) has completed design for Pump Station #11 and Pump Station #7. The two pump stations have been released for construction bid advertisement. A required component for bidding of the pump stations is to secure all real estate needed within the construction footprints. For Pump Station #7, the City of Paducah owns all property of interest; therefore no real estate transactions or agreements are required. For Pump Station #11 an ingress/egress easement agreement is required between James Marine Inc. and the City of Paducah. The agreement pertains to a reciprocating access easement between the parties.

On the 17<sup>th</sup> of August, the EPW office requested that Mayor Brandi Harless sign the subject easement agreement between James Marine, Inc. and the City of Paducah required for Pump Station #11, as encouraged by the USACE Louisville district authorities. Even though, the City of Paducah has been using James Marine's property entrance to service Pump Station #11 without any issues for several decades, this easement has become necessary for legal purposes. Therefore, USACE required a formal easement to be put into effect. James Marine Inc. agreed to the easement with a compensation amount of \$1.00. USACE required James Marine to sign a "Waiver of Compensation" form to acknowledge they provided the easement at below market value for the property.

USACE also required for the Mayor to sign an "Authorization for Entry for

Construction” document which acknowledges that the City of Paducah has obtained the appropriate property interests required for Pump Stations #7 and Pump Stations #11. The document also authorizes USACE to begin the construction phase for Pump Station #7 and Pump Station #11.

Due to strict time constraints enforced by USACE, the Mayor had to sign the easement agreement and “Authorization for Entry for Construction” document in order for Pump Station #11 and Pump Station #7 to proceed with construction bid advertisement. Since USACE received funding in the full amount for the Ohio River Shoreline, Paducah, Kentucky Reconstruction Project, their goal was to allocate funding as soon as possible in order to show significant progress on the project quickly.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Staff Recommendation:

Ratify the Mayor’s signature on the recorded easement relating to James Marine Inc. property at Pump Station #11, and ratify the Mayor’s signature for the required “Authorization for Entry for Construction” document.

Attachments: Recorded Easement

Just Compensation Waiver \_\_\_\_\_

Authorization for Entry for Construction

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF AN INGRESS/EGRESS EASEMENT FOR PROPERTY OWNED BY JAMES MARINE, INC. FOR ACCESS TO THE ISLAND CREEK PUMP STATION A/K/A PUMP STATION #11 FOR THE OHIO RIVER SHORELINE PADUCAH, KENTUCKY RECONSTRUCTION PROJECT (FLOODWALL REHABILITATION PROJECT)

WHEREAS, the James Marine, Inc., owns the property entrance to the Island Creek Pump Station a/k/a/ Pump Station No. 11; and

WHEREAS, even though the City has been using this entrance for several decades, the U.S. Army Corps of Engineers (USACE) requires a formal easement; and

WHEREAS, due to strict time constraints enforced by USACE the Mayor had to sign the easement in order for the project to proceed with construction bid advertisement.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby ratifies the Mayor's execution of an Easement with James Marine, Inc., for access to the Island Creek Pump Station a/k/a Pump Station No. 11 for the Floodwall Rehabilitation Project. Said non-exclusive easement generally described as follows:

BEGINNING AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF REFERENCE PROPERTY AND SOUTH 4<sup>TH</sup> STREET EAST RIGHT OF WAY LINE, WHICH IS ALSO LOCATED ON THE SOUTHWEST CORNER OF THE PROPERTY AT THE EDGE OF DRIVEWAY; RUNNING APPROXIMATELY TWENTY-FOUR (24) FEET WITH SAID RIGHT OF WAY LINE IN AN SOUTHEASTERLY DIRECTION TO A POINT; AND RUNNING, PIVOTING NORTHEASTERLY, RUNNING APPROXIMATELY ONE HUNDRED AND SIXTY (160) FEET AT RIGHT ANGLES TO THE POINT OF INTERSECTION WITH THE EDGE OF LEVEL FLOOD PROTECTION PROJECT (HEREINAFTER REFERRED TO AS LFPP) RIGHT OF WAY; PIVOTING NORTHWESTERLY RUNNING APPROXIMATELY TWENTY-FOUR (24) FEET WIDE ALONG THE LFPP RIGHT OF WAY LINE; PIVOTING SOUTHWESTERLY RUNNING APPROXIMATELY ONE HUNDRED AND SIXTY FIVE (165) FEET TO THE SOUTHWEST CORNER OF PROPERTY, THE POINT OF BEGINNING; CREATING A CLOSED RECTANGLE EXTENDING FROM THE EXISTING ENTRANCE ON THE EAST RIGHT OF WAY LINE OF SOUTH 4<sup>TH</sup> STREET UNTIL THE PARALLEL LFPP RIGHT OF WAY LINE IS ENCOUNTERED. SEE EXHIBIT "A" ATTACHED.

Being in all respects a part of the same property conveyed to James Marine, Inc., by Deed dated May 1, 1997, of record in Deed Book 873, Page 1, McCracken County Clerk's Office.

SECTION 2. This Order will 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, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
mo\agree-easement-James Marine-Pump Station #11

EASEMENT

THIS EASEMENT, made and entered into on this the 17<sup>th</sup> day of August, 2017, by and between **JAMES MARINE, INC.**, a Kentucky Corporation, with a mailing address of 4500 Clarks River Road, Paducah, Kentucky 42003, hereinafter referred to as "Party of the First Part"; and **CITY OF PADUCAH, KENTUCKY**, with a mailing address of P. O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as "Party of the Second Part."

## WITNESSETH:

FOR AND IN CONSIDERATION of \$ 1.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Party of the First Part does hereby grant and ratify unto the Party of the Second Part, a perpetual ingress/egress easement in, on, over, and across the following described property for the sole purposes set out herein:

A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF REFERENCE PROPERTY AND SOUTH 4<sup>TH</sup> STREET EAST RIGHT OF WAY LINE, WHICH IS ALSO LOCATED ON THE SOUTHWEST CORNER OF THE PROPERTY AT THE EDGE OF DRIVEWAY; RUNNING APPROXIMATELY TWENTY-FOUR (24) FEET WITH SAID RIGHT OF WAY LINE IN AN SOUTHEASTERLY DIRECTION TO A POINT; AND RUNNING, PIVOTING NORTHEASTERLY, RUNNING APPROXIMATELY ONE HUNDRED AND SIXTY (160) FEET AT RIGHT ANGLES TO THE POINT OF INTERSECTION WITH THE EDGE OF LEVEL FLOOD PROTECTION PROJECT (HEREINAFTER REFERRED TO AS LFPP) RIGHT OF WAY; PIVOTING NORTHWESTERLY RUNNING APPROXIMATELY TWENTY-FOUR (24) FEET WIDE ALONG THE LFPP RIGHT OF WAY LINE; PIVOTING SOUTHWESTERLY RUNNING APPROXIMATELY ONE HUNDRED AND SIXTY FIVE (165) FEET TO THE SOUTHWEST CORNER OF PROPERTY, THE POINT OF BEGINNING; CREATING A CLOSED RECTANGLE EXTENDING FROM THE EXISTING ENTRANCE ON THE EAST RIGHT OF WAY LINE OF SOUTH 4TH STREET UNTIL THE PARALLEL LFPP RIGHT OF WAY LINE IS ENCOUNTERED. SEE EXHIBIT "A" ATTACHED.

Being in all respects a part of the same property conveyed to Party of the First Part by Deed dated May 1, 1997, of record in Deed Book 873, Page 1, McCracken County Clerk's Office.

The easement agreement begins with the date of execution for the land to be granted to the Party of the Second Part, for the sole purpose of use by the Party of the Second Part, its representatives, assigns, agents, and contractors to gain ingress and egress for the construction, maintenance, repair and operation of Island Creek Pump Station, (a/k/a Pump Station No. 11). In no event shall this ingress and egress easement be used as a right of access by the general public.

Party of the Second Part's use of the easement shall be reasonable and shall not interfere with or otherwise adversely affect Party of the First Part's use and ownership of the land upon which the easement is located.

TO HAVE AND TO HOLD the above-described Easement to the extent of the interest conveyed, together with all rights, titles, easements, estates, appurtenances and hereditaments thereunto belonging, unto the Party of the Second Part, its successors and assigns forever.

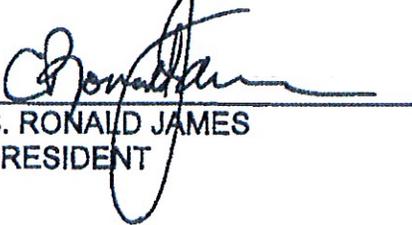
CONSIDERATION CERTIFICATE

Pursuant to KRS 382.135 (2)(c), no statement of consideration is required by this transaction.

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part have hereunto set their hands on this the day and year first above written.

JAMES MARINE, INC.

BY:

  
C. RONALD JAMES  
PRESIDENT

CITY OF PADUCAH, KENTUCKY

BY:

  
BRANDI HARLESS  
MAYOR

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF McCRACKEN )

The foregoing Easement was acknowledged and sworn to before me by C. RONALD JAMES as PRESIDENT of and on behalf of JAMES MARINE, INC., Party of the First Part, on this the 17 day of August, 2017.

My Commission Expires: 9.20.18

*Deanna Roberts*  
NOTARY PUBLIC

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF McCRACKEN )

The foregoing Easement was acknowledged and sworn to before me by BRANDI HARLESS as MAYOR of and on behalf of CITY OF PADUCAH, KENTUCKY, Party of the Second Part, on this the 17<sup>th</sup> day of August, 2017.

My Commission Expires: 05/21/2020

*Claudia S. Meeker*  
NOTARY PUBLIC  
ID # 556108

THIS INSTRUMENT PREPARED BY:

*[Signature]*

L. DANIEL KEY, ASST. CORPORATION COUNSEL  
CITY OF PADUCAH, KENTUCKY  
P.O. BOX 2267  
PADUCAH, KENTUCKY 42002-2267  
Misc\city of paducah-james marine easement

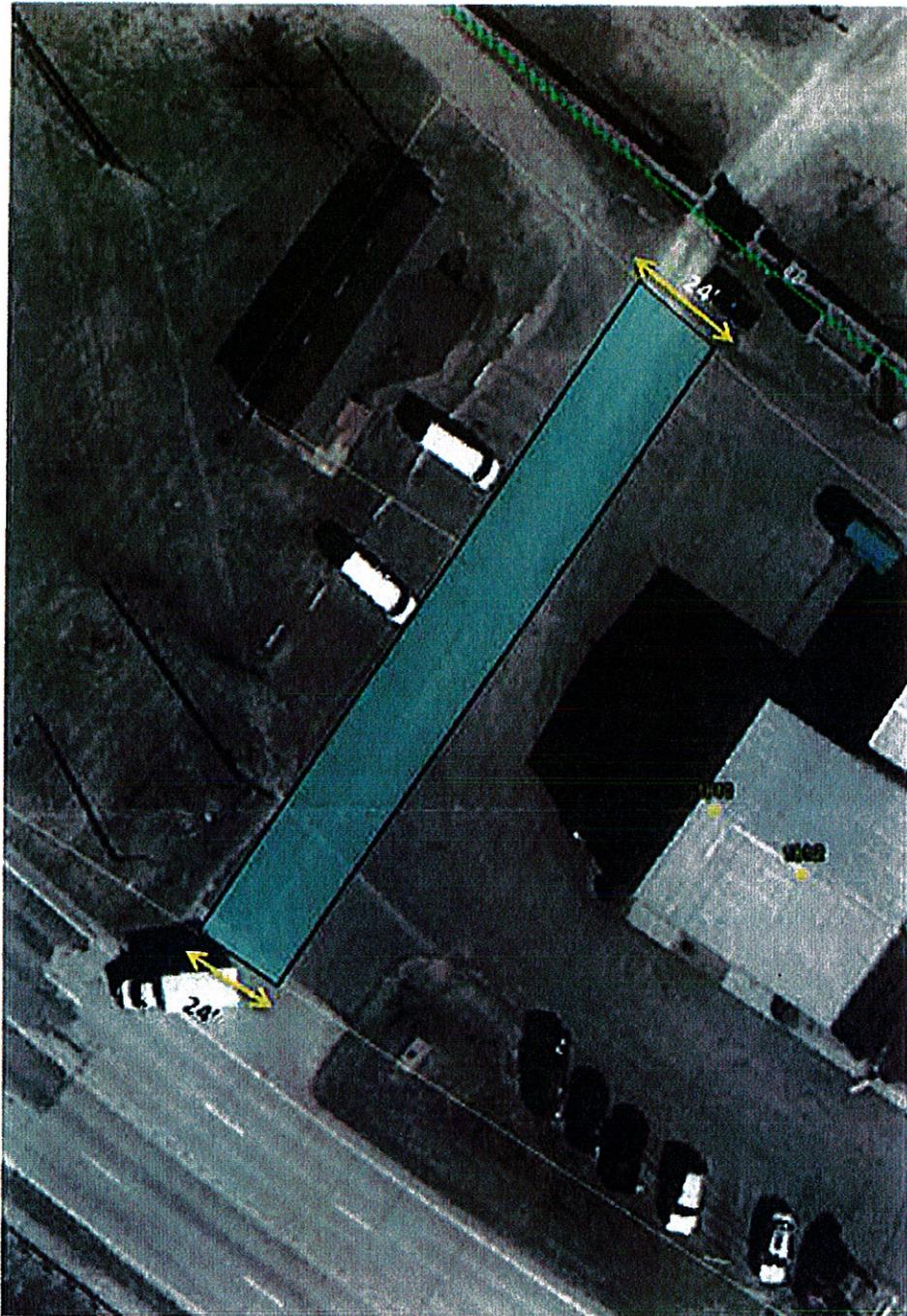


Exhibit A: Easement Description	
	Proposed Easement Boundaries
	Existing Property Lines
Note: Dimensions NTS and are approximate as shown.	

DOCUMENT NO: 576221  
 RECORDED: August 24, 2017 02:38:00 PM  
 TOTAL FEES: \$20.00  
 COUNTY CLERK: JULIE GRIGGS  
 DEPUTY CLERK: STACEY REA  
 COUNTY: MCCRACKEN COUNTY  
 BOOK: D1350 PAGES: 175 - 178

*Pac*

JUST COMPENSATION WAIVER

McCracken County

Commonwealth of Kentucky

WHEREAS James Marine Inc. desires to donate to the City of Paducah the use of certain real estate to be used as a Perpetual Ingress/Egress Easement situated near 1810 South 4<sup>th</sup> Street Paducah, McCracken County, Kentucky, being more particularly described as follows: See Attached Exhibit "A" for subject property map and complete legal description of subject property.

Tax Map/Parcel No.: 112-44-00-004

Current Address: 1810 South 4<sup>th</sup> Street Paducah, McCracken County, Kentucky

Otherwise Known Legally As: James Marine Inc.

AND WHEREAS under the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, any landowner donating lands, easements, rights-of-way, and dredged material disposal areas for construction and subsequent operation and maintenance for Federal or Federally assisted projects is entitled to receive fair market value as compensation for said property.

NOW BE IT KNOWN that James Marine Inc., (through its undersigned duly authorized owner/officers), hereby acknowledges the fact that he/she/it is aware of the right to receive fair market value for the above described premises and does hereby forever waive such right to receive fair market value for the above-described property. This waiver is binding upon said landowners, his/her/its heirs, successors, and assigns.

LANDOWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

8/17/17

JUST COMPENSATION WAIVER

McCracken County

Commonwealth of Kentucky

WHEREAS James Marine Inc. desires to donate to the City of Paducah the use of certain real estate to be used as a Perpetual Ingress/Egress Easement situated near 1810 South 4<sup>th</sup> Street Paducah, McCracken County, Kentucky, being more particularly described as follows: See Attached Exhibit "A" for subject property map and complete legal description of subject property.

Tax Map/Parcel No.: 112-44-00-004

Current Address: 1810 South 4<sup>th</sup> Street Paducah, McCracken County, Kentucky

Otherwise Known Legally As: James Marine Inc.

AND WHEREAS under the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, any landowner donating lands, easements, rights-of-way, and dredged material disposal areas for construction and subsequent operation and maintenance for Federal or Federally assisted projects is entitled to receive fair market value as compensation for said property.

NOW BE IT KNOWN that James Marine Inc., (through its undersigned duly authorized owner/officers), hereby acknowledges the fact that he/she/it is aware of the right to receive fair market value for the above described premises and does hereby forever waive such right to receive fair market value for the above-described property. This waiver is binding upon said landowners, his/her/its heirs, successors, and assigns.

LANDOWNER: \_\_\_\_\_



DATE: 8-17-17

WITNESS: \_\_\_\_\_



8/17/17

A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION  
OF AN AUTHORIZATION FOR ENTRY FOR CONSTRUCTION FOR THE U.S.  
ARMY CORPS OF ENGINEERS TO HAVE INGRESS/EGRESS ACCESS TO PUMP  
STATIONS NO. 7 AND 11 WHICH ARE PARTS OF THE FLOODWALL  
REHABILITATION PROJECT

WHEREAS, the U.S. Corps of Engineers required a formal easement  
between the City and James Marine, Inc. for ingress/egress access to the Island Creek  
Pump Station a/k/a Pump Station No. 11; and

WHEREAS, due to strict time constraints enforced by USACE the Mayor  
had to sign the Authorization for Entry for Construction in order for the project to  
proceed with construction bid advertisement.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby ratifies and approves the  
Mayor's signature on the Authorization for Entry for Construction for construction and  
repairs to Pump Stations No. 7 and No. 11 which are parts of the Ohio River Shoreline  
Paducah, Kentucky Reconstruction Project (Floodwall Rehabilitation Project).

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, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
\\mo\authorization for entry for construction-pump stations 7 & 11

Ohio River Shoreline, Paducah, Kentucky Reconstruction Project  
Pump Stations #7 and #11 Repairs

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I, Brand: Harless, Mayor, for the  
(name of accountable official) (title)  
City of Paducah, Kentucky, do hereby certify that the City of Paducah has acquired the real property interests required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands, to support construction of the subject project. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon the land identified for Pump Stations #7 and #11 repairs to construct the project, as set forth in the plans and specifications held in the U.S. Army Corps of Engineers Louisville District Office, Louisville, Kentucky.

WITNESS my signature this 18 day of August 2017.

BY: [Signature]  
(name)

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, L. Donald Key, Asst. Corp. Counsel for the  
(name) (title of legal officer)  
City of Paducah, Kentucky, certify that the City of Paducah has authority to grant the above Authorization for Entry for Construction; that said Authorization for Entry for Construction is executed by the proper duly authorized officer; and that the Authorization for Entry for Construction is in sufficient form to grant the authorization therein stated.

WITNESS my signature this 22<sup>nd</sup> day of August 2017.

BY: [Signature]  
(name)

# Agenda Action Form Paducah City Commission

**Meeting Date:** 12 Sept 2017

**Short Title:** FLOODWALL PUMP STATION #2 REHABILITATION – CDBG GRANT

Ordinance     Emergency     Municipal Order     Resolution     Motion

**Staff Work By:** Rick Murphy, Sheryl Chino  
**Presentation By:** Rick Murphy

**Background Information:** The Department for Local Government (DLG) has received for the 2016 Funding Cycle \$22,519,635 from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities.

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

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

The Engineering Department has been awarded a \$1M CDBG grant through the public facilities program area to rehabilitate Pump Station #2 at the floodwall. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; installation of a manual transfer switch; installation of a fused disconnect switch; replacement of motor gate actuators and controls; and, various appurtenances.

The CDBG application was approved by the Paducah Board of Commissioners on May 16, 2017 through municipal order 1967.

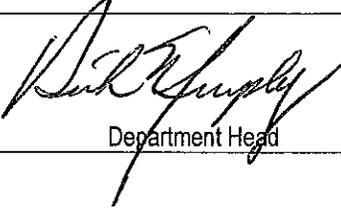
**Goal:**  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

**Funds Available:** Account Name:  
Account Number:  
Project Number: FW0007  
CFDA: 14.228

  
9/8/2017  
Finance

**Staff Recommendation:** Authorize and direct the mayor to execute all grant related documents.

**Attachments:** None

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

A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT FOR ACCEPTANCE OF A COMMUNITY DEVELOPMENT BLOCK GRANT AWARD IN THE AMOUNT OF \$1,000,000 FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah adopted Municipal Order No. 1967 on May 16, 2017, authorizing the application for a Community Development Block Grant from the Kentucky Department for Local Government for the Floodwall Pump Station #2 Rehabilitation Project; and

WHEREAS, the Kentucky Department for Local Government has offered a grant award in the amount of \$1,000,000; and

WHEREAS, the City wishes to accept the grant award.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves an Agreement with the Kentucky Department for Local Government to accept a Community Development Block Grant Award for the Floodwall Pump Station #2 Rehabilitation Project in the amount of \$1,000,000. A \$1,000,000 local cash match is required.

SECTION 2. That the Mayor is hereby authorized to execute all documents necessary to accept the grant award with the Kentucky Department for Local Government as approved in Section 1 above.

SECTION 3. 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, September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
\\mo\grants\CDBG -- floodwall pump station 2 rehab award 9-2017

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 12, 2017

**Short Title: Floodwall Quilt Murals Work-For-Hire Agreement**

Ordinance     Emergency     Municipal Order     Resolution     Motion

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

### Background Information:

A group known as Paducah Quilt Murals, Inc., (herein referred to as PQM) formed a couple of years ago and has now approached the City requesting permission to fund, reproduce and maintain Quilt Murals on nineteen panels of the floodwall on the river side facing the Julian Carroll Convention Center. We have been engaged with PQM for the past several weeks to formulate an agreement that meets the respective needs of each party.

This agreement sets forth the terms by which PQM shall perform said tasks. Compensation from the City to PQM for this work shall be One Dollar (\$1.00), and PQM is required to maintain a Maintenance Endowment Fund with a permanent balance of not less than \$10,000. A maximum of nineteen murals is permitted by this agreement.

All work associated with this Agreement is deemed to be "work for hire" and the City has the unrestricted right to maintain, repair, modify, remove, transform and adopt the work. All rights and protections under the Copyright Act are waived and assigned to the City under terms of this Agreement.

**Staff Recommendation:** Approve the Floodwall Quilt Murals Work-For-Hire Agreement.

**Attachments:** Floodwall Quilt Murals Work-For-Hire Agreement  
Municipal Order

Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING THE MAYOR TO EXECUTE A WORK-FOR-HIRE AGREEMENT WITH PADUCAH QUILT MURALS, INC. FOR QUILT MURAL INSTALLATION AND MAINTENANCE OF UP TO NINETEEN MURALS ON A THE PANELS OF THE RIVERSIDE OF THE FLOODWALL FACING THE JULIAN CARROLL CONVENTION CENTER

WHEREAS, the City owns and controls a certain portion of the riverfront floodwalls, right-of-ways, fixtures, and sidewalks located north of the Park Avenue North Loop and between 4<sup>th</sup> and 5<sup>th</sup> Streets; and

WHEREAS, Paducah Quilt Murals, Inc. wishes to install and maintain Quilt Murals on the 19 panels of the riverside of the Floodwall facing the Julian Carroll Convention Center; and

WHEREAS, the City of Paducah and Paducah Quilt Murals, Inc. now wish to enter into an agreement to outline the terms and conditions for the installation and maintenance of the Quilt Murals.

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

SECTION 1. That the City of Paducah hereby approves the Floodwall Quilt Mural Work-For-Hire Agreement with Paducah Quilt Murals, Inc. for and in consideration of \$1.00 for the installation and maintenance of up to 19 Quilt Murals on the panels of the riverside of the Floodwall facing the Julian Carroll Convention Center.

SECTION 2. That the Mayor is hereby authorized to execute the agreement approved in Section 1 above with Paducah Quilt Murals, Inc.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners September 12, 2017  
Recorded by Tammara S. Sanderson, City Clerk, September 12, 2017  
\\no\agree-Quilt Murals 9-2017

## FLOODWALL QUILT MURALS WORK-FOR-HIRE AGREEMENT

This FLOODWALL QUILT MURALS WORK-FOR-HIRE AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **CITY OF PADUCAH, KENTUCKY**, a municipal corporation and body politic of the Commonwealth of Kentucky, P.O. Box 2267, Paducah, Kentucky 42002-2267, (hereinafter referred to as the "City") and **PADUCAH QUILT MURALS, INC.**, a Kentucky non-profit corporation, with principal office located 421 North 7<sup>th</sup> Street, Paducah, Kentucky 42001 (the "Company," and together with the City, the "Parties").

### WITNESSETH

**WHEREAS**, the City owns and has exclusive control of and possession of a certain portion of the riverfront floodwalls, right-of-ways, fixtures, and sidewalks located north of the Park Avenue North Loop and between 4<sup>th</sup> and 5<sup>th</sup> Streets within the boundaries of the City of Paducah (the "Floodwall"), a depiction of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the Company is engaged in funding, reproducing, and maintaining Quilt Murals (as defined below) incorporating pre-existing quilt art for art education and beautification of publicly owned real property; and

**WHEREAS**, the Company wishes to install and maintain the Quilt Murals on the 19 panels of the riverside of the Floodwall facing the Julian Carroll Convention Center; and

**WHEREAS**, the City is agreeable to commissioning the Company to complete the Quilt Murals on the Floodwall on the terms and conditions set forth below, to which the Company is agreeable.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

#### 1. PURPOSE.

The City specially engages the Company, and the Company hereby agrees to complete the Quilt Murals on the Floodwall.

#### 2. SCOPE OF WORK.

The responsibilities of the Company, at its sole cost, shall include the following:

i. Reproduction of pre-existing quilt work onto Pellon material (the Quilt Mural") which is then applied with adhesive to the 19 riverside panels of the Floodwall (like wall paper), which has been coated with primer, and once the Quilt Mural has been applied it will be coated with UV/graffiti sealant or similar application methods which are expressly approved by the City at its sole discretion. The manner and method of the reproduction of pre-existing quilt work into the Quilt Murals is solely at the discretion of the Company and the City has no right to control

the Company's manner and method of reproducing same. However, the Company shall apply the Quilt Murals to the panels of the Floodwall only in accordance with the materials described herein. Prior to the application of each of the Quilt Murals to the Floodwall, the Company shall provide to the City written evidence that the artist of copyrighted pre-existing quilt work has given permission for the reproduction.

ii. Install metal informational plaque and stand for each of the Quilt Murals, the design and materials of same shall be subject to the prior approval of the Director of Parks Services, or his designee. The metal plaques shall contain text only providing information relating to the displayed pre-existing quilt work. The Company shall obtain prior approval of the wording from the Director of Parks and Recreation or his designee. Once in place, each of the plaques and stands shall become property of the City of Paducah.

iii. Install in-ground solar or electrical lighting fixtures for each mural in order to properly light each mural. Once in place, the lighting fixtures shall become property of the City of Paducah.

iv. Work with the City of Paducah to determine the placement of the sidewalks in front of the quilt murals to allow visitors a safe viewing area.

v. Maintenance of the Quilt Murals, the metal plaques and stands, and the lighting fixtures at all times during the term of this Agreement.

vi. Create and establish within five (5) years from the Effective Date of this Agreement and then maintain, at all times during the term of this Agreement, a floodwall quilt mural maintenance endowment fund with a permanent balance of no less than \$10,000.00, which funds are restricted to enable the Company to complete the maintenance responsibilities as described in this Agreement. The terms of such endowment fund and the retention of a professional investment firm/money manager to manage the fund and provide administrative support shall be in accordance with industry standards and subject to the final approval of the City Finance Director.

viii. Submit an annual report to the City Finance which shall include the financials of the Company and the floodwall quilt mural project maintenance fund and provides a detail report on the progress of the Work to be performed herein by the Company. This annual report shall be certified by the financial officer of the Company.

All of the foregoing shall be collectively referred to as the "Work." The Work, once commenced, shall be diligently and timely completed and completed in a work-manlike manner. The Work shall be free from defects in workmanship and materials, and will conform to the specifications agreed upon herein.

### **3. COMPENSATION.**

As consideration for the Work, the City will pay the Company \$1.00 cash in hand paid and will grant permission to the Company to access the Floodwall, the sufficiency and receipt thereof is

hereby acknowledged by the Company, pursuant to the Flood Protection Work Permit, attached hereto as **Exhibit B**, the terms and conditions of which are incorporated herein and made a part hereof.

#### **4. TERM.**

This Agreement shall be effective for one year from the date of execution by the Parties (the "Effective Date"). Notwithstanding the foregoing, the City may terminate this Agreement at any time prior to the expiration date, for any reason, by notifying the Company in writing of such termination no less than ten (10) days prior to the end of such termination. This Agreement shall renew automatically on a year-to-year basis (the "Term").

All representations and warranties of the Parties hereto contained in this Agreement, the Company's indemnity obligations in this Agreement with respect to events that occurred prior to the termination, and all other provisions of this Agreement that so provide shall survive the termination of this Agreement.

#### **5. PARTIES' REPRESENTATIONS AND WARRANTIES.**

(a) The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms.
3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(b) The Company hereby represents and warrants as follows:

1. The Company has the right to control and direct the means, details, manner, and method by which the Work required by this Agreement will be performed, except as otherwise provided in Section 2 of this Agreement.
2. The Company has the experience, skill, and ability to perform the Work required by this Agreement.
3. The Company has the right to perform the Work required by this Agreement at such locations and at times as the Company shall determine.
4. The Work shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Company shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
5. The Company is responsible for paying all ordinary and necessary expenses of itself or its staff.

6. The Work, once commenced, shall be diligently and timely completed and completed in a work-manlike manner. The Work shall be free from defects in workmanship and materials, and will conform to the specifications agreed upon herein.
7. The Company expressly represents and warrants that the Work shall not infringe on the copyright, trademark, patent, moral rights, or proprietary right of any third party. To the extent the Work infringes on the rights of any such third party, the Company shall obtain a written license or consent from such third party permitting the use of the Work.

## 6. NATURE OF RELATIONSHIP.

(a) Independent Contractor Status. The Company agrees to perform the Work hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Company is and will remain an independent contractor in its relationship to the City. The Company shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

(b) Indemnification of Company by Company. The City has entered into this Agreement in reliance on information provided by the Company, including the Company's express representation that it is an independent contractor and in compliance with all applicable laws related to the Work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Company is not an independent contractor and/or is not in compliance with applicable laws related to the Work as an independent contractor, based on the Company's own actions, the Company shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Company and/or the City resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Company's earnings had the Company been on the City's payroll and employed as an employee of the Company.

## 7. THE COPYRIGHT ACT.

(a) The Copyright Act. The Company expressly acknowledges and agrees that the Work performed by the Company and its employees and contractors under this Agreement shall be considered "work for hire," as defined by Section 101 of Title 17 of the United States Code, as may be amended from time to time (the "Copyright Act"). The Work to be performed under this Agreement shall be the exclusive property of the City. The City has the unlimited and unrestricted right, but not the obligation, to maintain the Work, to repair the Work, to modify the Work, remove the Work, to transform the Work, and to adapt the Work.

(b) Additional Action to Assign Interest. To the extent the Work may be deemed "work of visual art" subject to protection under the Copyright Act or not be deemed a "work for hire" under the Copyright Act, the Company and its employees and contracts hereby waive all rights and protections conferred under the Copyright Act and assigns to the City all of their right, title,

and interest in and to the Work, including but not limited to all rights and protections under the Copyright Act. The Company shall execute and deliver to the City any instruments of transfer and take such other action that the City may reasonably request, including, without limitation, executing and filing, at the Company's expense, waivers, copyright applications, assignments, and other documents required for the protection of the City's rights to the Work.

(c) Moral Rights. To the extent that the Company and its employees and contractors have any moral rights or similar rights in the Work, under the law of any jurisdiction, the Company and its employees and contractors waive those rights. In particular, the Company and its employees and contractors waive any right to have the Work attributed to the Company or any of its staff or to prevent the Work from being modified, transformed, removed, or otherwise adapted as the City may deem necessary.

(d) Reproduction. Except as otherwise provided in this Agreement, the City shall have no right to reproduce, display, or distribute the pre-existing quilt art which shall otherwise remain under the protection of the Copyright Act.

## **8. INDEMNIFICATION.**

The Company shall indemnify and hold harmless the City and its officers, commissioners, manager, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any negligence or willful misconduct of the Company arising from or connected with the Company's carrying out of its duties under this Agreement, or (ii) the Company's breach or alleged breach of any of its obligations, agreements, duties, or warranties and representations under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the City.

## **9. INSURANCE.**

During the Term of this Agreement, the Company shall provide, keep and maintain certificates of insurance acceptable to the City, evidencing that the Company has obtained insurance described as follows:

i. Commercial General Liability. Commercial Liability Insurance to include minimum limits of One Million and No/100 dollars (\$1,000,000.00), combined single limit bodily injury each occurrence, Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. At the request of the City, submit proof thereof to the City.

ii. Workers Compensation Insurance. The Company shall comply with all requirements of Kentucky law regarding workers compensation insurance. Prior to performing the Work under this Agreement, the Company shall provide or purchase sufficient and adequate workers compensation insurance and at the request of the City, submit proof thereof to the City.

## **10. ASSIGNMENT.**

The Company may not, without the prior written consent of the City, assign, subcontract, or delegate its obligations under this Agreement.

**11. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and permitted assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the Parties.

**12. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**13. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Company:

ATTENTION: CHAIR  
PADUCAH QUILT MURALS, INC.  
421 NORTH 7<sup>TH</sup> STREET  
PADUCAH, KY 42001

If to the City:

ATTENTION: DIRECTOR OF PARKS AND RECREATION  
300 SOUTH 5<sup>TH</sup> STREET  
POST OFFICE BOX 2267  
PADUCAH, KY 42002-2267

**14. GOVERNING LAW.**

This Agreement shall be governed by, and construed and interpreted according to the substantive laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts of Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division, with respect to all matters arising out of or related to this agreement.

**15. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**16. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**17. ENTIRE AGREEMENT.**

This Agreement and the Flood Protection Works Permit, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

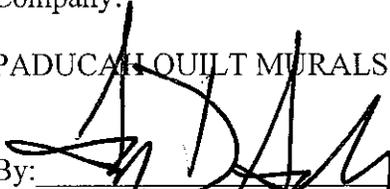
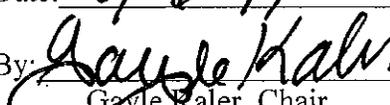
**18. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**19. AMENDMENTS.**

No amendment, change, or modification of this Agreement shall be valid unless in writing, approved by the governing body of the City, and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

Company:  
PADUCAH QUILT MURALS, INC.  
By:   
Jay Downs Siska, Administrator  
Date: 9-6-17  
By:   
Gayle Kaler, Chair  
Date: 9-6-17

City:  
CITY OF PADUCAH, KENTUCKY  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
DEPICTION OF FLOODWALL PANELS  
SEE ATTACHMENT

EXHIBIT B  
FLOOD PROTECTION WORK PERMIT  
SEE ATTACHMENT



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P.O. BOX 58  
LOUISVILLE, KENTUCKY 40201-0059

RECEIVED

MAY 25 2017

ENGINEERING  
DEPARTMENT

May 19, 2017

Mr. Rick Murphy, P.E.  
City Engineer, City of Paducah, KY  
300 South 5<sup>th</sup> Street  
P.O. Box 2267  
Paducah, KY 42003

Dear Mr. Murphy:

I am returning two original approved alteration requests (Reference Number 201753.PAD) for the proposed modification to the Paducah Levee System; between Stations 157+48.60 (Monolith 281) and Station 161+07.79 (Monolith 300) in Section "B" Unit 2. We understand that the project will consist of applying murals to the floodwall monolith panels and adding solar powered lighting assembly approximately 10 feet from the floodwall.

We have reviewed the submitted document and have no objections to the proposed work provided the Standard Operating Procedure (SOP) "Floodwall Painting and Murals" is used for reference (attached herein and available at <http://www.lrl.usace.army.mil/lsp>).

It should be noted that this approval is for only the work discussed herein. It is the responsibility of the City of Paducah to ensure the work is completed in an acceptable manner.

This approval will be valid for a period of two years from the date of this letter. If you have any questions regarding this letter, please contact your area representative Mr. Neil Cash at (502)-315-6419 or by email at [Neil.Cash@usace.army.mil](mailto:Neil.Cash@usace.army.mil).

Sincerely,

John F. Allison, P.E.  
Chief, Civil Engineering Branch  
Alternate Levee Safety Officer

Enclosures

Levee System Alteration Permission

City of Paducah, KY LFPP  
(Name of Levee System to be altered pursuant to 33 USC 408)  
City of Paducah, KY  
(Name of Local Sponsor for Levee System)

REQUESTER INFORMATION:

Paducah Quilt Murals, Inc. 421 North 7th St.  
(Name of Firm/Organization requesting alteration, if any) (Address)  
Gayle Kaler, Chairperson Paducah, KY 42001  
(Name of individual requesting alteration) (City, State, Zip)  
kaler2012@gmail.com (270) 556-7218  
(Email) (Phone/Fax)

Section 408 Permission is hereby given to the above requester TO:

See attached information

(Describe in the space above a summary of the proposed alteration, including kind and type of construction, purpose intended, location both by levee stationing AND GPS geographic coordinates. Include means for access to alteration site, proposed schedule for construction, etc. Use separate sheets if necessary, identifying each by reference herein. All plans and specifications associated with the alteration must be included as part of the request package.)

Provided That:

Upon termination or expiration of this permission (whether by voluntary relinquishment by the requester, by revocation by the local sponsor or otherwise) the requester shall remove all structures, improvements, or appurtenances which may have been erected or constructed under this permission, and shall repair or replace any portion of the Levee System or right-of-way which may have been damaged by his/her operations (including grading and seeding, or sodding, if necessary), to the satisfaction of the local sponsor.

The structure or operation for which this permission is issued shall be maintained by the requester in such manner as shall not injure or damage the Levee System, or interfere with its operation and maintenance in accordance with regulations of the Secretary of the Army.

The structure or operation covered by this permission may be damaged, removed or destroyed by the local sponsor in time of flood emergency if such action is determined by the local sponsor to be necessary in order to preserve life or property or prevent damage or impairment to the use or safety of the Levee System, and the local sponsor shall not be liable to the requester for such damage or destruction.

Unless otherwise specifically provided herein, this permission may be cancelled at any time by the local sponsor upon 10 days written notice mailed to the address shown above. During such 10-day period, (or such other period as may be provided herein), the requester will be permitted to remove any property or improvements installed under this permission, and to repair or replace any damage to the Levee System right-of-way or structures resulting from his/her use or operations. At the end of such period, the local sponsor shall have the right to possess and dispose of any such property or improvements remaining upon its right-of-way, and may proceed to repair or replace any such damage, and the requester herein shall be liable to the local sponsor for the full cost of such repairs or replacements.

The construction, installation and maintenance of the structure or structures covered by this permission shall be subject to inspection by representatives of the local sponsor and the U.S. Army Corps of Engineers (USACE) at all reasonable times.

In the event the work covered by this permission consists of or includes major construction, the cost of inspection thereof by the local sponsor and the USACE may be required to be paid by the requester.

Requester agrees that it will not use the area or facilities covered by this permission for any purpose other than is specifically covered by this permission.

(Use the space below for special conditions applicable to this permission.)

THIS ALTERATION PERMISSION SHALL NOT BE VALID UNTIL APPROVED BY THE DISTRICT LEVEE SAFETY OFFICER (DLSO) OR ALTERNATE DLSO, U.S. ARMY CORPS OF ENGINEERS, U.S. ARMY

Rich Murphy, P.E. [Signature] City Engineer / Public Works Dir. 5/14/17  
(Authorized Representative of Local Sponsor) (Signature of Local Sponsor) (Title) (Date)  
(please print or type)

Terms of this alteration permission are hereby accepted.

Gayle Kaler [Signature] Chairman 4-18-17  
(Authorized Representative of Requester) (Signature of Requester) (Title) (Date)  
(please print or type)

See Info. Above  
(Contact Info: E-Mail and Phone Number)

APPROVED [Signature] 5-19-201  
John F. Allison, P.E. U.S. Army Corps of Engineers (Date)  
Chief, Civil Engineering Branch 600 Dr. Martin Luther King Jr. Pl.  
Alternate Levee Safety Officer Louisville, KY 40202

**Section 408**  
**Levee System Alteration Permission (LSAP) Information**

**Project:** Paducah LFPP

**LSAP:** No. 2017053.PAD

**Applicant:** Paducah Quilt Murals, Inc.  
421 North 7<sup>th</sup> Street  
Paducah KY 42001

**This LSAP application can be described as follows:**

**Type of construction:**

Mural art work requiring monoliths to be cleaned, prepped, installed and maintained. The murals will be painted on Pellon material and applied to the monoliths panels (like wall paper) and coated with UV/graffiti sealant. A free standing interpretative plaque having a solar powered up-lighting assembly will be placed approximately ten to twelve feet perpendicular to each monolith receiving the art application.

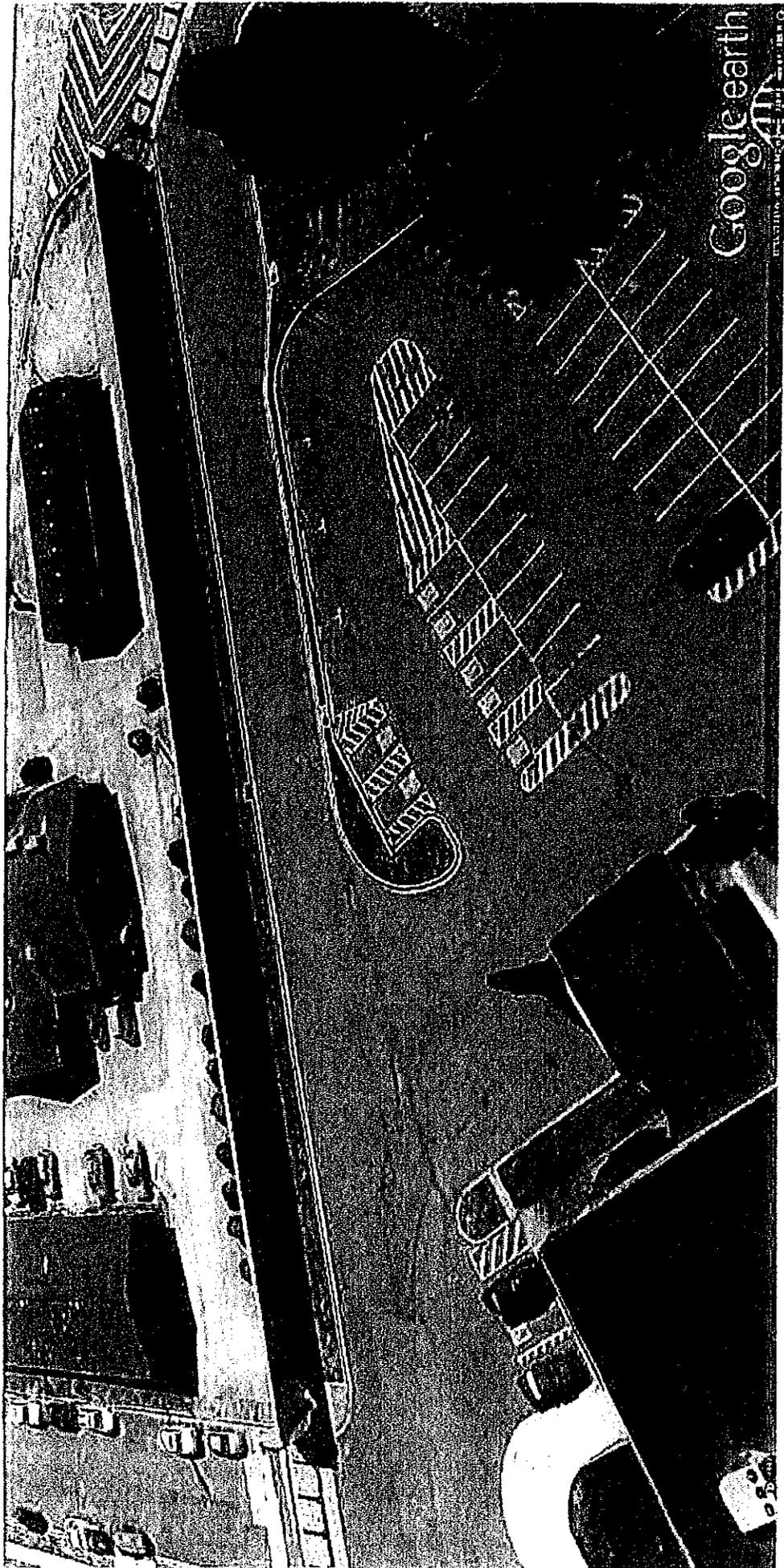
**Intended Purpose:**

Public art at the Paducah-McCracken Convention Center.

**Location:**

Paducah LFPP Section "B" Unit 2 from Station 157+48.60 (Monolith 281) to Station 161+07.79 (Monolith 300) river or wet side of "I" Wall.

**Attachments:** See Google Earth Image attached.



Google earth

© 2005 Google Inc. All rights reserved.



**STANDARD OPERATING PROCEDURE  
FOR  
FLOODWALL PAINTING AND MURALS**

**2 December 2010**

Floodwall painting should be performed in accordance with the following requirements:

1. A sealant is applied to the portions of the concrete floodwall to be utilized for the mural. The sealant should be an acrylic sealer, meeting the requirements of Federal Specifications TT-C-555B, and should be applied in accordance with the manufacturer's recommendations.
2. A quality exterior primer and latex paint (meeting the requirements of Federal Specification TT-P-19) having a flat finish should be utilized for painting the mural, with the primer and paint applies in accordance with the manufacturer's recommendations.
3. If an entity other than the local sponsor wants to paint the floodwall, an agreement between the local sponsor and any entity wanting to paint the mural should be prepared. The agreement shall include a provision for "restoring" the floodwall (repainting or cleaning), if in the future the entity no longer wishes to maintain the mural project.

# Agenda Action Form Paducah City Commission

Meeting Date: 9-12-17

Short Title: Reimbursement to Paducah Economic Development for Credit Bureau Expansion

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

### Background Information:

Credit Bureau has expanded local operations by constructing a new building in the Information Age Park in which it intends to employ up to 70 new full-time employees. Paducah Economic Development has purchased the parcel of land from the Kentucky Cabinet for Economic Development and is seeking participation in the project by the City in the form of reimbursement to PED in the amount of \$34,029. 00 for the aforementioned land purchase. The project also qualifies for a 1% City payroll tax credit for a period of five years.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name:  
Account Number:

  
9/8/2017  
Finance

Staff Recommendation: Approve reimbursement request using funds from the Economic Incentive Reserve account.

Attachments:

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

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO REIMBURSE THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL THE AMOUNT OF \$34,029 FOR THE PURCHASE OF LOT 24C IN THE PADUCAH INFORMATION AGE PARK FOR CONSTRUCTION OF A NEW BUILDING FOR THE EXPANSION OF CREDIT BUREAU SYSTEMS, INC., OPERATIONS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes and directs the Finance Director to make payment in the amount of \$34,029 to the Greater Paducah Economic Development Council for reimbursement of purchase of Lot 24C in the Information Age Park for construction of a new building for the expansion of Credit Bureau Systems, Inc., operations.

SECTION 2. This expenditure authorized in Section 1 above shall be charged to the Economic Incentive Reserve account.

SECTION 3. 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, September 12, 2017  
Recorded by Tammara S. Brock, City Clerk, September 12, 2017  
\\mo\payment-GPEDC (\$34,029) Credit Bureau



December 12, 2016

Mr. Don Goodin, Director  
Office of Financial Services  
KY Cabinet for Economic Development  
Old Capitol Annex  
300 West Broadway  
Frankfort KY 40601

Dear Don,

Please find enclosed check # 15981 in the amount of \$34,029.00 for lot 24C in the Paducah Information Age Park (loan # 207071012), which we discussed earlier today. If you have any questions, please contact me.

Thank you and hope you have a wonderful holiday!

Sincerely,

A handwritten signature in cursive script, appearing to read "Nora", followed by a horizontal line.

Nora Rikel  
CFO

Enclosure

KEDFA - Fund A

Date	Type	Reference
12/12/2016	Bill	Lot 24C IAP

Original Amt.
34,029.00

Balance Due
34,029.00

12/12/2016
Discount

Check Amount

Payment
34,029.00
34,029.00

Paducah Bank Operat Lot 24C of Loan # 207071012

34,029.00



# Agenda Action Form Paducah City Commission

Meeting Date: April 16, 2017

Short Title: Noble Park Phase II Change Order #1 and Final Quantities

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

## Background Information:

On March 17<sup>th</sup>, 2017, the Board of Commissioners adopted Ordinance #2017-2-8477, authorizing the Mayor to execute a contract with Youngblood Excavating & Contracting, LLC, in the amount of \$242,980.00 for the construction of the Noble Park Lake Bank Stabilization Project-Phase II.

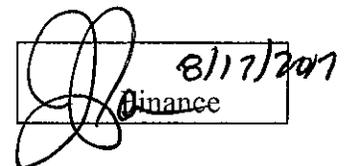
On March 27<sup>th</sup>, 2017, a Notice to Proceed was given to the Contractor to commence work and complete the work within 150 consecutive calendar days with the exception of the any shut down periods and approved extensions.

At this time, the City wishes to increase the contract by \$20,500 to pay for additional items that are in excess of the original contract. The increased amount will be used to pay for the following items: a tree removal which interfered with construction, removal of organic materials from pond that has accumulated over time, and a new pedestrian bridge connecting land between shelters and play ground on the east side of the park. The contract also needs to be extended until September 30<sup>th</sup>, 2017 to allow time for the new pedestrian bridge to be constructed.

Therefore, a Change Order in the increased amount of \$20,500 is requested to be adopted, which will increase the original contract amount of \$242,980 to \$263,480. Please see the attached Change Order.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Noble Park Bank Stabilization  
Phase II  
Account Number: PA0107-000-22000-22010 \*  
Project Number: PA0107

  
Finance

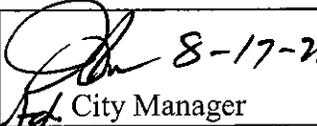
\* - Funding to come from existing EPW/Parks Accounts.

**Staff Recommendation:**

To adopt Change Order #1 in the amount of \$20,500.00 increasing the contract amount with Youngblood Excavating & Contracting, LLC, for the construction of Noble Park Bank Stabilization Phase II Project. Therefore, the original contract amount of \$242,980.00 would be increased to \$263,480.00.

**Attachments:**

Original Ordinance, Contract, Notice to Proceed, and Change Order #1.

 Department Head	City Clerk	 8-17-2017 City Manager
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# Agenda Action Form Paducah City Commission

Meeting Date: AUGUST 29, 2017

Short Title: Amend ABC Ordinance

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Tammy Sanderson

Presentation By: Jeff Pederson, City Manager

## Background Information:

The Kentucky General Assembly passed House Bill 100 (HB 100), House Bill 183 (HB 183), and House Bill 319 into law during the 2017 legislative session. These bills make numerous amendments to Kentucky's alcoholic beverage statutes (KRS 241-244), many of which either authorize or necessitate amendment of local ordinances.

This ordinance proposes several amendments to the City's alcoholic beverage ordinances to implement the following changes:

- Duties and functions of City Alcoholic Beverage Administrator; Bond requirement. The language of Sec. 6-2 is being revised to conform with amendments to state law which clarify the duties and functions of local ABC administrators regarding licensing and penalization. The requirement that the City ABC Administrator execute a \$1,000 bond is also being eliminated from Sec. 6-2 because this is no longer required under state law. Other changes are being made to this section for conformity with statutory language and for gender neutrality.
- Sunday Sales. Sec. 6-4 currently prohibits the sale of alcoholic beverages on Sunday unless the type of sale or type of license falls within one of the exceptions under paragraphs (d) through (h). In such cases, Sunday sales are only permitted between the hours of 1:00 p.m. and 10:00 p.m. This ordinance will amend Sec. 6-4 to allow the sale of alcoholic beverages on Sundays for all license types during the same hours such sales are permitted any other day of the week. The exceptions in paragraphs (d) through (h) are being eliminated because they are not necessary if Sunday sales are generally allowed. Sec. 6-7 is being repealed because it creates an exception to the general prohibition on Sunday sales for holders of special temporary licenses which is not necessary based on the changes to Sunday sales in Sec. 6-4. Other changes are being made to this section for clarity and gender neutrality.
- Underage person on licensed premises. The provisions of Sec. 6-5 are being replaced with a reference to KRS 244.085. State law more fully sets forth the prohibited activities regarding underage persons on premises licensed to sell alcoholic beverages.

Therefore, a local ordinance is not necessary unless the City wants to regulate these activities more strictly than state law.

- License Types. A new statute for the types of licenses that a city may require was enacted. Sec. 6-40 is being amended to conform with the types of local licenses and associated fees now permitted under state law. Other changes are being made to Sec. 6-40 for clarity and to improve the overall organization.
- Conformity with state law. Sec. 6-3, Sec. 6-32, Sec. 6-33 and Sec. 6-34 are being amended for the sole purpose of conforming with changes in state law with respect licensing procedures.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Staff Recommendation:

To adopt the above changes to the City’s ABC ordinance.

Attachments:

Department Head	City Clerk	City Manager
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**CITY OF PADUCAH  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 6,  
SECTIONS 6-2, 6-3, 6-4, 6-5, 6-32, 6-33, 6-34,  
AND 6-40 AND REPEALING SECTION 6-7 OF  
THE CODE OF ORDINANCES OF THE CITY  
OF PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 6, Sections 6-2, 6-3, 6-4, 6-5, 6-33, 6-34, and 6-40 and repeals Section 6-7 of the *Code of Ordinances of the City of Paducah, Kentucky*, which regulate licenses to sell or manufacture alcoholic beverages;

WHEREAS, this Ordinance is being enacted to conform with amendments to Chapters 241-244 of the Kentucky Revised Statutes enacted pursuant to House Bill 100, House Bill 183, and House Bill 319 during the 2017 Regular Session of the General Assembly of the Commonwealth of Kentucky; and

WHEREAS, this Ordinance is also being enacted to permit the sale of alcoholic beverages on Sunday for certain license types [during prescribed hours];

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

**SECTION 1.** That Section 6-2, "Alcoholic Beverage Administrator," is hereby amended and restated to read as follows:

Sec. 6-2. - Alcoholic Beverage Administrator.

- (a) The City Manager is hereby assigned the duties of the Office of the City Alcoholic Beverage Administrator and shall have full and complete charge of the administration and enforcement of all ordinances of the city relating to the granting of licenses for selling, dispensing, manufacturing and dealing in malt beverages within the city and regulating the business of selling whiskey, wine, beer, and other alcoholic and malt beverages at retail and at wholesale within the city.
- (b) The City Manager shall have the same duties and functions regarding local license applications and renewals as the Kentucky Department of Alcoholic Beverage Control with respect to state licenses.
- (c) The City Manager shall have the same duties and functions regarding local license penalization as the Board with respect to state license penalization~~The functions, powers, and duties of the City Manager shall be the same, with respect to city licenses and regulations, as the functions, powers, and duties of the state Alcoholic Beverage Control Board with respect to state licenses and regulations, except that no regulation adopted by the City Manager may be less stringent than the regulations of the Board, and all regulations of the City Manager shall be approved by the Board prior to becoming effective.~~
- (d) The City Manager may ~~delegated~~ designate his duties as Alcoholic Beverage Administrator as he or she deems necessary.

~~(e)~~ Before entering upon his official duties as such, the City Manager shall take the oath prescribed in Section 228 of the Constitution of the Commonwealth of Kentucky. The City Manager, once appointed City Alcoholic Beverage Administrator shall immediately notify the Kentucky Department of Alcoholic Beverage Control of qualification and appointment and execute a bond, with corporate surety approved by the Finance Director, in the penal sum of \$1,000.00 for the faithful performance of his duties and a satisfactory accounting of all money received and disbursed by him. The cost of the bond shall be borne by the city.

**SECTION 2.** That Section 6-3, “Appeals,” is hereby amended and restated to read as follows:

Sec. 6-3. - Appeals.

Appeals from a decision or orderorders of the City Manager may be taken to the state Alcoholic Beverage Control Board as provided in KRS 241.200.

**SECTION 3.** That Section 6-4, “Permissible operating hours,” is hereby amended and restated to read as follows:

Sec. 6-4. Permissible operating hours.

(a) Package sales and on-premises consumption hours generally. ~~Except as otherwise provided under this section, the~~ lawful operating hours for licensed retail premises under this article for retail package sales and on-premises consumption of distilled spirits, wine and malt beverages shall ~~only be permitted for each day of Sunday~~Monday through Saturday, ~~and shall be limited to during~~ the following periods of time:

License	Opening Hour	Closing Hour
Package sales:		
Malt beverages/beer	6:00 a.m.	12:00 midnight
Distilled spirits	6:00 a.m.	12:00 midnight
On-premises consumption:		
Malt beverages/beer	6:00 a.m.	3:00 a.m. following day
Distilled spirits	6:00 a.m.	3:00 a.m. following day

- (b) The licensee shall ensure that at the closing hour all patrons shall have vacated the premises. Operators and their employees engaged in regular and ordinary post-closing activities may be on the premises during the closed hours, provided that the licensee has complied with subsection (c) below.
- (c) If a licensee provides a separate department within his or her licensed premises capable of being locked and closed off, within which is kept all stocks of distilled spirits and wine, and all fixtures and apparatus connected with his or her business as a licensee, and said department is kept locked during the times mentioned above, he or she shall be deemed to have complied with this section.
- ~~(d) Sunday Package sales. Package sales are prohibited on Sundays except for souvenir package sales by distilleries and sales by microbreweries as provided in subsection (g).~~

- ~~(e) Sunday—On-premises consumption at hotels, motels, and restaurants. The retail sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for hotels, motels, and restaurants holding a Nonquota type 2 license, as defined herein; provided such hotel, motel, and restaurant satisfy the following conditions:
 
  - ~~(1) The dining facility of the hotel, motel, and restaurant has a minimum seating capacity of 50 people at tables;~~
  - ~~(2) At least 50 percent or more of the gross annual receipts from the dining facilities are received from the sale of food; and~~
  - ~~(3) The licensee shall apply for and receive a Sunday sales license and pay the applicable Sunday sales license fee.~~~~
- ~~(f) Sunday—On-premises consumption at microbreweries, distilleries and sports facilities. The sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m.
 
  - ~~(1) Microbreweries also holding a license for retail drink sales and only to the extent permitted by such retail drink license.~~
  - ~~(2) Distilleries also holding a non-quota type 3 license; and~~
  - ~~(3) Athletic facilities holding a Quota Retail Drink License. The term “athletic facilities” shall be limited to facilities which have a primary business purpose of providing a venue for competitive or recreational sports such as bowling alleys.—~~~~
- ~~(g) Sunday—Souvenir package sales by distilleries and sales by microbreweries. The retail sale of souvenir packages of distilled spirits, as defined by KRS 241.010(57), shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensed distilleries in accordance with KRS 243.0305. Malt beverage package sales shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensed microbreweries also holding a retail package license.~~
- ~~(h) Sunday—New Year's Eve. In the event that New Year's Eve falls on a Sunday, licensees holding a Nonquota 1, Nonquota 2, Nonquota 3, and/or Nonquota 4 license shall have the right to sell distilled spirits, wine, and/or malt beverages by the drink, for which they hold a license, on such Sundays from 11:00 a.m. until 3:00 a.m. the following day.~~

**SECTION 4.** That Section 6-5, “Underage persons prohibited on premises licensed for on-premises consumption; exceptions,” is hereby amended and restated to read as follows:

Sec. 6-5. - Underage persons prohibited on premises licensed for on-premises consumption; exceptions.

- ~~See KRS 244.085(a) — No person holding any license for on-premises consumption of distilled spirits, wine, malt beverages or beer shall permit any person under the age of 21 years on the licensed premises except a person who is working on the premises either as an employee or an independent contractor.~~
- ~~(b) No person under the age of 21 years shall enter premises licensed for on-premises consumption of distilled spirits, wine, malt beverages or beer, nor shall a person under the age of 21 years attempt to enter or use a fraudulent I.D. for the purposes of entering licensed premises for on-premises consumption of distilled spirits, wine, malt beverages or beer, except that a person who is working on the premises, either as an employee or an independent contractor, may enter and remain on said premises while they are working, and at no other time.~~
- ~~(c) The prohibition set out in subsections (a) and (b) above shall not apply to licensed premises:
 
  - ~~(1) Which receive 50 percent or more of their gross annual receipts from sale of food and have a minimum seating capacity of 50 people at tables; or~~~~

- ~~(2) Which are licensed for the sale of malt beverages or beer, and the licensee on said premises does not allow any on-premises consumption of alcoholic beverages.~~
- ~~(d) Violation of this section shall subject the licensee, the manager of the licensed premises, and the person under 21 years of age to the penalties provided in section 6-6.~~

**SECTION 5.** That Section 6-7, "Regulation of special temporary licenses," is hereby repealed.

~~Sec. 6-7. - Regulation of special temporary licenses.~~

~~The sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensees holding a special temporary license or a special temporary alcoholic beverage auction license issued pursuant to KRS ch. 243 and section 6-40 of the Code of Ordinances of the City of Paducah. Provided, however, the licensee shall only be permitted to sell such type of alcoholic beverage for which it is licensed and shall comply with all restrictions otherwise placed on said license.~~

**SECTION 6.** That Section 6-32, "Application" is hereby amended and restated to read as follows:

Sec. 6-32. - Application.

- (1) Before applying for a license, all persons shall advertise their intention to apply for a license by publishing a notice containing all information required under KRS 243.360(2) in the Paducah Sun or other newspaper in which local legal notices may be published, except those persons specifically exempt by KRS 243.360(1).
- (2) Any person desiring to obtain a license required by this chapter shall make application therefor to the City Manager or his designee, which application shall state the name and residence of the applicant, and the exact street address within the city where alcoholic beverages are to be sold or dispensed, and all other information required under KRS 243.390 and any administrative regulation(s) promulgated by the Board.
- (3) City licensing fees will be collected at the time which the application is approved by the state Board.

**SECTION 7.** That Section 6-33, "Issuance; standards," is hereby amended and restated to read as follows:

Sec. 6-33. - Issuance; standards.

All licenses required by this chapter shall be approved and issued or denied at the order and direction of the City Manager or his designee when, in his or her sound discretion, all of the information necessary has been obtained or the applicant has refused to provide requested information. If the thirty (30) day period in which a protest is permissible has expired and by the City Treasurer at the order and direction of the City Manager or his designee. If, in the judgment of the City Manager, the applicant for a license under this chapter has complied with all requirements of the state alcoholic beverage control laws, as well as the regulatory provisions and standards of this chapter, the license shall be approved~~issued~~. In such case, the City Manager or his designee shall direct the City Treasurer to prepare and issue the license to the applicant upon payment to the Treasurer of the fee required by this chapter.

The standards for the issuance and renewal of all licenses required by this chapter shall be as follows:

- (1) The applicant has complied with all requirements of the state alcoholic beverage control laws.

- (2) The applicant has complied with all regulatory provisions and standards of this chapter.
- (3) The applicant has been issued an occupational business license and has paid all fees and taxes as required by same.
- (4) The applicant has been issued all permits required by state law to operate the applicant's business on the licensed premises and, if applicable, has provided a copy of the applicant's permit issued pursuant to KRS ch. 219.
- (5) The applicant has paid all fees and taxes as required under chapter 106 of this Code.
- (6) The applicant has paid all city ad valorem taxes which are due and payable against the real property where the applicant's business is to be conducted and where alcoholic beverages are to be sold or dispensed.
- (7) If applicable, the applicant has paid all transient room taxes required by KRS 142.400 and has provided proof of such payment.
- (8) The applicant has paid all fees as required under this chapter.
- (9) The applicant has paid all city property maintenance liens due and payable against the real property upon which the applicant's business is to be located and where alcoholic beverages are to be sold or dispensed.
- (10) The applicant has read and executed the form entitled "City of Paducah—Acknowledgement by ABC Applicant."

**SECTION 8.** That Section 6-34, "Denial," is hereby amended and restated to read as follows:

Sec. 6-34. - ~~Denial~~Refusal.

- (a) The City Manager or his designee shall ~~deny refuse to issue~~ a license applied for under this chapter if the applicant therefor and the premises for which the same is sought do not fully comply with all of the terms and provisions of the state alcoholic beverage control laws, the rules and regulations of the state Alcoholic Beverage Control Board and the provisions of this chapter, or if the applicant has done any act for which a revocation of such license would be authorized under the state statutes or under this chapter.
- (b) When a license is ~~denied refused~~ under the provisions of this section, the City Manager shall comply with all of the rules of procedure governing the rights of the parties involved as set out in KRS ch. 243.
- (c) If the payment of a license fee was erroneously made or the City Manager ~~denies refuses to issue~~ the license, the City Manager shall authorize the refund of the amount paid, if the time permitted to file an appeal at the expiration of ten days no appeal has been filed under section 6-3 of this chapter has expired. The refunds shall be made whether the payments were voluntary or involuntary or were made under protest or not.

**SECTION 9.** That Section 6-40, "License types and fees," is hereby amended and restated to read as follows:

Sec. 6-40. - License types and fees.

The City shall issue the following alcoholic beverage licenses and collect the corresponding fees. All fees due to the city will be collected at the time the application is approved by the state Alcoholic Beverage Control Board.

- (1) ~~Distilled spirit licenses as set forth in KRS 243.030:~~

a. ~~Distiller's license:~~

1. ~~Class A, per annum ..... \$500.00~~ 1,000.00

(2) i. ~~Distillers that produce more than fifty thousand (50,000) gallons of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class A.~~

2. ~~Class B, per annum ..... \$500.00~~

i. ~~Distillers that produce fifty thousand (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class B (craft distillery).~~

b. Rectifier's license:

a1. Class A, per annum ..... \$3,000.00

i. Rectifiers that rectify more than fifty thousand (50,000) gallons of distilled spirits per calendar year at the premises shall obtain a rectifier's license, Class A.

b2. Class B (craft rectifier), per annum ..... \$960.00

i. Rectifiers that rectify fifty thousand (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a rectifier's license, Class B (craft rectifier).

(3) ~~c.~~ Wholesaler's distilled spirits and wine license, per annum ..... \$3,000.00

(4) ~~d.~~ Quota retail package license, per annum ..... \$1,000.00

(5) ~~2~~ Quota retail drink license, per annum ..... \$1,000.00

(6) ~~3~~ Special temporary license, per event ..... \$165.00

(7) ~~4~~ Nonquota type 1 retail drink license, per annum ..... \$2,000.00

a. Nonquota type 1 (also known as "NQ-1") retail drink licenses are combination licenses.

b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.

c. NQ-1 licenses may be issued to incorporate the following former license types:

1. ~~Convention centers; license.~~

2. ~~Horse tracks; license.~~

3. ~~Automobile race tracks; license.~~

4. ~~Air/rail systems; license.~~

(8) ~~5~~ Nonquota type 2 retail drink license, per annum ..... \$1,000.00

a. Nonquota type 2 (also known as "NQ-2") retail drink licenses are combination licenses.

b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.

c. NQ-2 licenses may be issued to incorporate the following former license types:

1. ~~Restaurants; drink license.~~

2. ~~Motels; drink license.~~

3. ~~Airports; Restaurant wine license.~~

4. ~~Riverboats; Airport drink license.~~

5. ~~Distillers; Riverboat license.~~

(9) ~~6~~ Nonquota type 3 retail drink license, per annum ..... \$300.00

- a. Nonquota type 3 (also known as "NQ-3") retail drink licenses are combination licenses.
- b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
- c. An NQ-3 retail drink license may be issued to:
  - 1. A private club in existence for longer than one year prior to the license application;
  - 2. A bed and breakfast; or
  - 3. ~~A distiller.~~
- d. An NQ-3 qualifying as a special private club may not hold a nonquota retail malt beverage package license.

~~(107)~~ Special temporary alcoholic beverage auction license, per event ..... ~~\$100.00~~ \$200.00

~~(118)~~ Special Sunday retail drink license, per annum ..... \$300.00

a. Licensees that are authorized to sell distilled spirits and wine by the drink must also obtain a special Sunday retail drink license to authorize these sales on Sundays .

~~(129)~~ Extended hours supplemental license, per annum ..... \$300.00

~~(134)~~ Caterer's license, per annum ..... \$800.00

~~(144)~~ Bottling house or bottling house storage license, per annum ..... \$1,000.00

~~(1542)~~ Malt beverage licenses as follows:

~~a.~~ Brewer's license, per annum ..... \$500.00

~~(16) b.~~ Microbrewery license, per annum ..... \$500.00

~~(17) c.~~ Malt beverage distributor's license, per annum ..... \$400.00

~~(18) d.~~ Nonquota retail malt beverage package license, per annum ..... \$200.00

~~1. A nonquota retail malt beverage package license permits malt beverage package sales only for consumption off the premises.~~

~~(19) e.~~ Nonquota type 4 retail malt beverage drink license, per annum ..... \$200.00

~~1. A nonquota type 4 (also known as "NQ-4") permits malt beverage drink sales only on the premises.~~

~~f. Malt beverage brew on premises, per annum ..... \$100.00~~

~~(2043)~~ Qualified historic site license, per annum ..... \$1,030.00

~~(21)~~ The fee for each of the first five supplemental bar licenses shall be same as the fee for the primary drink license. There shall be no charge for each supplemental license issued in excess of five to the same licensee at the same premises.

~~a.~~ A supplemental bar license authorizes the licensee to sell and serve distilled spirits and wine by the drink at retail from an additional bar location other than the main bar.

~~(2244)~~ The holder of a nonquota retail malt beverage package license may obtain a nonquota type 4 malt beverage drink license for a fee of \$50.00. The holder of a nonquota type 4 malt beverage drink license may obtain a nonquota retail malt beverage package license for a fee of \$50.00.

~~(2345)~~ The activities permitted by the above licenses are defined in KRS ch. 243, which is incorporated herein as [if] set out in full. Nonprofit organizations are exempted from license fees required by a special temporary license above.

**SECTION 10. 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 11. 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 12. 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 13. EFFECTIVE DATE.** This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Introduced by the Board of Commissioners, \_\_\_\_\_, 2017

Adopted by the Board of Commissioners, \_\_\_\_\_, 2017

Recorded by City Clerk, \_\_\_\_\_, 2017

Published by *The Paducah Sun*, \_\_\_\_\_, 2017

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 12, 2017

Short Title: **Setting Tax Levies: Ad Valorem Properties -- FY2018**

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 FY2018 rate is 56% of what the rate was in FY1995, when the City made 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 FY2018 rate is 23% less than the FY1995 rate (*see exhibit 2*).

The City eliminated inventory taxes (*see exhibit 3*) years ago in order to encourage inventory-rich business growth in Paducah. As you can see, 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 FY2018, if it were still in place today.

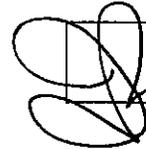
Staff proposes the City's tax levy be set at 25.5 cents per \$100 assessed value (AV), the same rate as last year (FY2017). The FY2018 compensating rate is 24.6 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 25.6 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.

From FY2001 to FY2018, the City of Paducah dropped its real estate tax levy by 4.5 cents, while others have increased their tax levy. The Paducah Independent School District real estate levy will decrease 0.2 cents to 79 and 7/10 cents/\$100 AV.

The property tax levy ordinance will be introduced on September 12, 2017 with the second and final reading on September 26, 2017. Since the City's proposed tax levy is greater than the 'compensating rate' of 24.6 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 12, 2017.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

 9/8/2017  
Finance

**Staff Recommendation:**

Recommend that the Mayor and Commission adopt the proposed 2017-2018 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, 2017, through June 30, 2018, be adopted.

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

Department Head	City Clerk	City Manager
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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, 2017 THROUGH JUNE 30, 2018, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2017, through June 30, 2018, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty five and 5/10 cents (\$.255) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2017, through June 30, 2018, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents (\$.390) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2017, through June 30, 2018.

SECTION 4. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$.016) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2017, through June 30, 2018, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$.016) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2017, through June 30, 2018, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2017, through June 30, 2018, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, budget and levy the following taxes for the period from July 1, 2017, through June 30, 2018, an ad valorem tax of seventy nine and 7/10 cents (\$0.797) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, budget and levy the following taxes for the period from July 1, 2017, through June 30, 2018, an ad valorem tax of seventy nine and 7/10 cents (\$0.797) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER \$100.00
<b>GENERAL FUND OF THE CITY:</b>	
Real Property	\$0.255
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
<b>SCHOOL PURPOSES:</b>	
<b>PADUCAH JUNIOR COLLEGE</b>	
Real Estate	\$0.016
Personal Property (except inventory)	\$0.016
Motor Vehicles and watercraft	\$0.031

SECTION 10. The City of Paducah shall collect the following taxes for the Board of Education:

<b>PADUCAH INDEPENDENT SCHOOL DISTRICT</b>	
Real Property	\$0.797
Personal Property (including inventory)	\$0.797

SECTION 11. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Seven Hundred Dollars (\$700.00), the payment shall be due on November 1, 2017, and shall be payable without penalty and interest until November 30, 2017.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
  - (a) The first half payment shall be due on November 1, 2017, and shall be payable without penalty and interest until November 30, 2017.
  - (b) The second half payment shall be due on February 1, 2018, and shall be payable without penalty and interest until February 28, 2018.

SECTION 12. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 13. 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 Sanderson, City Clerk

Introduced by the Board of Commissioners September 12, 2017  
Adopted by the Board of Commissioners September 26, 2017  
Recorded by Tammara Brock, City Clerk, September \_\_, 2017  
Published by The Paducah Sun, September \_\_, 2017

**City of Paducah, KY  
Real Estate Property Tax - Levy History from 1995**

FISCAL YEAR	GENERAL FUND (1)	AEPF PENSION TRUST (3)	CITY TOTAL	CITY PERCENT OF TOTAL BILL	PADUCAH JUNIOR COLLEGE (4)	PADUCAH PUBLIC LIBRARY (4)	PADUCAH INDEPEND SCHOOLS (4)	NON-CITY TOTAL (4)	NON-CITY PERCENT OF TOTAL BILL (4)	GRAND TOTALS
1995	0.438	0.013	0.451	41.338%	0.032	0.046	0.562	0.640	58.662%	1.091
1996	0.436	0.013	0.449	39.876%	0.032	0.045	0.600	0.677	60.124%	1.126
1997	0.327		0.327	32.831%	0.032	0.043	0.594	0.669	67.169%	0.996
1998	0.327		0.327	33.131%	0.032	0.043	0.585	0.660	66.869%	0.987
1999	0.318		0.318	32.219%	0.030	0.041	0.598	0.669	67.781%	0.987
2000	0.300		0.300	31.283%	0.029	0.040	0.590	0.659	68.717%	0.959
2001	0.300		0.300	32.644%	0.022		0.597	0.619	67.356%	0.919
2002	0.300		0.300	32.538%	0.022		0.600	0.622	67.462%	0.922
2003	0.300		0.300	32.609%	0.022		0.598	0.620	67.391%	0.920
2004	0.300		0.300	31.983%	0.021		0.617	0.638	68.017%	0.938
2005	0.300		0.300	31.949%	0.021		0.618	0.639	68.051%	0.939
2006	0.300		0.300	31.546%	0.020		0.631	0.651	68.454%	0.951
2007	0.275		0.275	29.826%	0.019		0.628	0.647	70.174%	0.922
2008	0.250		0.250	26.596%	0.018		0.672	0.690	73.404%	0.940
2009	0.250		0.250	26.596%	0.018		0.672	0.690	73.404%	0.940
2010	0.250		0.250	26.427%	0.018		0.678	0.696	73.573%	0.946
2011	0.250		0.250	25.536%	0.018		0.711	0.729	74.464%	0.979
2012	0.250		0.250	24.631%	0.018		0.747	0.765	75.369%	1.015
2013	0.250		0.250	24.655%	0.017		0.747	0.764	75.345%	1.014
2014	0.255		0.255	24.543%	0.017		0.767	0.784	75.457%	1.039
2015	0.255		0.255	24.449%	0.017		0.771	0.788	75.551%	1.043
2016	0.255		0.255	23.787%	0.017		0.800	0.817	76.213%	1.072
2017	0.255		0.255	23.810%	0.017		0.799	0.816	76.190%	1.071
2018	0.255		0.255	23.876%	0.016		0.797	0.813	76.124%	1.068

**Exhibit 1**

- NOTES:**
- (1) General Fund Operation of the City.
  - (2) Appointive Employee Pension Fund (AEPF); discontinued in FY1997.
  - (3) Non-City tax levies.

**City of Paducah, KY  
Personal Property Tax - Levy History From FY1995 \***

FISCAL YEAR	GENERAL FUND (1)	PENSION TRUST (2)	CITY TOTAL	CITY PERCENT OF TOTAL BILL	PADUCAH JUNIOR COLLEGE (3)	PADUCAH PUBLIC LIBRARY (3)	PADUCAH INDEPEND SCHOOLS (3)	NON-CITY TOTAL	NON-CITY PERCENT OF TOTAL BILL	GRAND TOTALS
1995	0.490	0.015	0.505	42.652%	0.034	0.050	0.595	0.679	57.348%	1.184
1996	0.390		0.390	36.313%	0.034	0.050	0.600	0.684	63.687%	1.074
1997	0.390		0.390	36.178%	0.034	0.050	0.604	0.688	63.822%	1.078
1998	0.390		0.390	36.078%	0.034	0.050	0.607	0.691	63.922%	1.081
1999	0.390		0.390	36.381%	0.034	0.050	0.598	0.682	63.619%	1.072
2000	0.390		0.390	36.654%	0.034	0.050	0.590	0.674	63.346%	1.064
2001	0.390		0.390	38.652%	0.022		0.597	0.619	61.348%	1.009
2002	0.390		0.390	38.424%	0.022		0.603	0.625	61.576%	1.015
2003	0.390		0.390	38.348%	0.022		0.605	0.627	61.652%	1.017
2004	0.390		0.390	37.938%	0.021		0.617	0.638	62.062%	1.028
2005	0.390		0.390	37.864%	0.021		0.619	0.640	62.136%	1.030
2006	0.390		0.390	37.464%	0.020		0.631	0.651	62.536%	1.041
2007	0.390		0.390	37.356%	0.019		0.635	0.654	62.644%	1.044
2008	0.390		0.390	35.358%	0.018		0.695	0.713	64.642%	1.103
2009	0.390		0.390	35.912%	0.018		0.678	0.696	64.088%	1.086
2010	0.390		0.390	35.912%	0.018		0.678	0.696	64.088%	1.086
2011	0.390		0.390	34.853%	0.018		0.711	0.729	65.147%	1.119
2012	0.390		0.390	33.766%	0.018		0.747	0.765	66.234%	1.155
2013	0.390		0.390	33.795%	0.017		0.747	0.764	66.205%	1.154
2014	0.390		0.390	33.220%	0.017		0.767	0.784	66.780%	1.174
2015	0.390		0.390	33.107%	0.017		0.771	0.788	66.893%	1.178
2016	0.390		0.390	32.312%	0.017		0.800	0.817	67.688%	1.207
2017	0.390		0.390	32.338%	0.017		0.799	0.816	67.662%	1.206
2018	0.390		0.390	32.419%	0.016		0.797	0.813	67.581%	1.203

**NOTES:**

- (1) General Fund Operation of the City.
- 2) Appointive Employee Pension Fund (AEPF); discontinued levy in FY95/96.
- 3) Non-City tax levies, Library became a County Library in FY2001.
- \* Includes commercial furniture, fixtures, equipment, inventory, mfg. goods, finished & in transit goods, & motor vehicles as reported by the PVA. Inventory tax levy separated out in year 1999.

**Exhibit 2**

**City of Paducah, KY  
Inventory Property Tax - Levy History From FY1995**

FISCAL YEAR	GENERAL FUND (1)	PENSION TRUST (2)	CITY TOTAL	CITY PERCENT OF TOTAL BILL	PADUCAH JUNIOR COLLEGE (3)	PADUCAH PUBLIC LIBRARY (3)	PADUCAH INDEPEND SCHOOLS (3)	NON-CITY TOTAL	NON-CITY PERCENT OF TOTAL BILL	GRAND TOTALS
1995	0.490	0.015	0.505	42.652%	0.034	0.050	0.595	0.679	57.348%	1.184
1996	0.390		0.390	36.313%	0.034	0.050	0.600	0.684	63.687%	1.074
1997	0.390		0.390	36.178%	0.034	0.050	0.604	0.688	63.822%	1.078
1998	0.390		0.390	36.078%	0.034	0.050	0.607	0.691	63.922%	1.081
1999	0.280		0.280	29.412%	0.024	0.050	0.598	0.672	70.588%	0.952
2000	0.210		0.210	24.194%	0.018	0.050	0.590	0.658	75.806%	0.868
2001	0.140		0.140	18.692%	0.012		0.597	0.609	81.308%	0.749
2002	0.070		0.070	10.309%	0.006		0.603	0.609	89.691%	0.679
2003							0.605	0.605	100.000%	0.605
2004							0.617	0.617	100.000%	0.617
2005							0.619	0.619	100.000%	0.619
2006							0.631	0.631	100.000%	0.631
2007							0.635	0.635	100.000%	0.635
2008							0.695	0.695	100.000%	0.695
2009							0.678	0.678	100.000%	0.678
2010							0.678	0.678	100.000%	0.678
2011							0.711	0.711	100.000%	0.711
2012							0.747	0.747	100.000%	0.747
2013							0.747	0.747	100.000%	0.747
2014							0.767	0.767	100.000%	0.767
2015							0.771	0.771	100.000%	0.771
2016							0.800	0.800	100.000%	0.800
2017							0.799	0.799	100.000%	0.799
2018							0.797	0.797	100.000%	0.797

**Exhibit 3**

**NOTES:**

- 1) General Fund Operation of the City; discontinued levy in FY2003.
  - 2) Appointive Employee Pension Fund (AEPF); discontinued levy in FY95/96.
  - 3) Non-City tax levies, Library became a County Library in FY2001.
- \* Includes commercial furniture, fixtures, equipment, inventory, mfg. goods, and finished & in transit goods, as reported by the PVA. Inventory tax levy separated out in fiscal year 1999.