



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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION(S): Annual Business Awards – Civic Beautification Board

Christmas Parade Awards – Molly Tomasallo-Johnson

**Comprehensive Stormwater Master Plan Problem Area
 Identification – Strand Associates, Inc.**

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.

	I.	<u>RESOLUTION</u>
		A. Resolution to Request KEDFA to Refinance Portion of Bonds Issued to Finance Elements of the Baptist Health Hospital Campus
	II.	<u>CONSENT AGENDA:</u>
		A. <u>MINUTES</u>
		B. <u>APPOINTMENT(S)</u>
		1. Civil Service Commission
		2. Brooks Stadium Commission
		C. <u>MOTION(S)</u>
		1. R & F Documents
		D. <u>MUNICIPAL ORDER(S)</u>

		1. Personnel Actions – M. RUSSELL
		2. Approve Upper Story Residential Grant for 227 Broadway – T. TRACY
		3. Approve Kentucky Department for Libraries and Archives Grant Application – B. BARNHILL
	III.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. FY2017 Final Revised Budget Ordinance – J. PERKINS
		B. Amend FY2018 Budget Ordinance – T. SANDERSON
		C. Amend Human Rights Commission Ordinance – CITY MANAGER PEDERSON
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, RELATING TO THE ISSUANCE BY THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OF REVENUE BONDS IN ORDER TO REFINANCE, AMONG OTHER THINGS, COSTS INCURRED BY BAPTIST HEALTHCARE SYSTEM, INC., IN CONSTRUCTING AND ACQUIRING CERTAIN HOSPITAL FACILITIES IN THE CITY

WHEREAS, Baptist Healthcare System, Inc. ("Baptist Health"), a Kentucky nonprofit corporation, desires to refinance the costs of previous improvements to certain hospital, health care, and health-related facilities currently constituting Baptist Health Paducah in the City of Paducah, Kentucky (the "City"), including without limitation the prior acquisition, construction, or renovation of facilities for cardiovascular services, women's health services, diagnostic imaging services, and chaplain services, safety system upgrades, and medical and office equipment and furnishings (collectively, the "Existing Projects"), up to \$15,000,000 of the costs of which are presently expected to be refinanced by the Bonds; and

WHEREAS, it is expected that the refinancing of the Existing Projects by Baptist Health will have a positive impact on the local economy and the delivery of hospital, health care, and health-related services to the citizens of the City and the surrounding areas and, in particular, will result in the provision of more efficient and effective hospital, health care, and health-related services in the area; and

WHEREAS, the Kentucky Economic Development Finance Authority ("KEDFA"), a body politic and corporate within the Economic Development Cabinet of the Commonwealth of Kentucky, created and existing pursuant to the provisions of KRS Chapter 154, possesses the legal authority to authorize and issue revenue bonds to provide for the refinancing of the Existing Projects upon the request of the City as required by KRS 103.210(1); and

WHEREAS, such refinancing, when undertaken by KEDFA, will enable Baptist Health to continue to provide substantial employment for residents of the area; and

WHEREAS, the City previously requested the refinancing of the Existing Projects from KEDFA in a Resolution of its Board of Commissioners duly adopted on September 13, 2016; and

WHEREAS, due to the passage of time, KEDFA has asked Baptist Health to obtain a renewed request from the City regarding the issuance of revenue bonds to provide for the refinancing of the Existing Projects; and

WHEREAS, the City, for the reasons above stated, desires to renew its request for the issuance of such revenue bonds by KEDFA (the "Bonds") for the purposes of refinancing costs of the Existing Projects, and refinancing the costs of other projects for other hospitals, health care, and health-related facilities owned or operated by Baptist Health in other Kentucky cities, and it is appropriate that this Resolution be adopted in order to evidence such request;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF PADUCAH, KENTUCKY, ACTING BY AND THROUGH ITS BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that the statements of fact set forth in the preamble to this Resolution are true and accurate in all respects, and the preamble and all of the recitals therein are incorporated in this Resolution by reference, as if set forth verbatim herein.

Section 2. The City hereby requests the issuance of the Bonds by KEDFA in order to refinance the Existing Projects for Baptist Health. Such request is made solely for the purpose of satisfying the statutory requirement of KEDFA for such local request and shall not be deemed to constitute an approval of the Existing Projects for any other municipal purpose of the City.

Section 3. The adoption of this Resolution shall not be deemed to and shall not constitute an approval of the Bonds or any representation made by KEDFA or Baptist Health in the issuance thereof and shall not impose any liability or responsibility, financial or otherwise, upon the City.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Commissioners of the City of Paducah, Kentucky, on December 12, 2017, signed by the Mayor, attested by the City Clerk and declared to be in full force and effect.

Brandi Harless, Mayor

Attest:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 12, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 12, 2017
\\resoln\Baptist Health Care-KEDFA REVENUE BOND ISSUE 12-2017

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky (the "City"), and as such Clerk, I further certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Commissioners of the City at a properly convened meeting held on December 12, 2017, signed by the Mayor and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, 2017.

Tammara S. Sanderson, City Clerk

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 28, 2017, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Wilson presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). Mayor Harless was absent (1).

INVOCATION

Commissioner Abraham gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

RESOLUTION(S)

RESOLUTION SUPPORTING THE LOCATION OF UACJ WHITEHALL AUTOMOTIVE INDUSTRIES, INC.

Mayor Pro Tem Wilson offered motion, seconded by Commissioner Abraham, that a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING THE LOCATION OF UACJ WHITEHALL AUTOMOTIVE INDUSTRIES, Inc., BY REBATING THE 1% PAYROLL TAX ON CERTAIN KEDFA PROGRAM ELIGIBLE POSITIONS," be adopted.

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

RESOLUTION SUPPORTING THE LOCATION OF CREDIT BUREAU SYSTEMS, INC.

Mayor Pro Tem Wilson offered motion, seconded by Commissioner Holland, that a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING THE LOCATION OF CREDIT BUREAU SYSTEMS, INC., BY REBATING THE 1% PAYROLL TAX ON CERTAIN KEDFA PROGRAM ELIGIBLE POSITIONS," be adopted.

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

CONSENT AGENDA

Mayor Pro Tem Wilson asked if the Board wanted any items on the Consent Agenda removed. Since no one responded she asked the City Clerk to read the Consent Agenda.

II(A)	Minutes for the November 14, 15 & 16, 2017 City Commission Meetings
II(B)1	<p>R & F Documents</p> <p><u>DOCUMENTS</u></p> <ol style="list-style-type: none"> 1. Notice of Cancellation for the Paducah Board of Commissioners Meeting on November 21, 2017 2. Notice of Called Meeting for the Paducah Board of Commissioners Meetings on November 15 & 16, 2017 3. Certificate of Liability Insurance for Peck Flannery Gream Warren, Inc. 4. Contracts/Agreements: <ol style="list-style-type: none"> a. Memorandum of Understanding with Brandi Harless and Adam Moyers for one year extension for 421 North 5th Street (MO # 2042) b. First Extension and Amendment to Fuel Supply Agreement with JSC Terminal, LLC DBA Midwest Terminal (ORD # 2015-12-8336) c. Severance and Release Agreement with City Manager Jeffery A. Pederson (MO # 2043) d. Terms of Engagement Letter with Kemper CPA Group for Preparation of Comprehensive Annual Financial Reports (ORD # 2017-02-8476) e. Professional Services Agreement with Bacon Farmer Workman Engineering & Testing, Inc. for 432 Broadway Pocket Park Design Services (Executed by Planning Director) f. Accredited Program Annual Letter of Commitment for Paducah Main Street (MO # 2041)

	<p><u>BID FOR ENGINEERING-PUBLIC WORKS DEPARTMENT</u> Two Diesel Dump Trucks With Snow Plows and Salt Spreaders</p> <p>I. TAG Truck Center *</p>
II(C)1	Personnel Actions
II(C)2	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS FROM DELTA REGIONAL AUTHORITY FOR A DELTA CREATIVE PLACEMAKING INVESTMENT PROGRAM GRANT IN THE AMOUNT OF \$20,000 FOR THE MARKET HOUSE THEATRE'S NEXT STAGE CAMPAIGN, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATING TO SAME (M.O.#2044; BK 10)
II(C)3	A MUNICIPAL ORDER ACCEPTING THE BID OF TAG TRUCK CENTER FOR SALE TO THE CITY OF TWO (2) NEW DIESEL DUMP TRUCKS WITH SNOW PLOWS AND SALT SPREADERS FOR USE BY THE PADUCAH ENGINEERING PUBLIC WORKS DEPARTMENT STREET DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O.#2045; BK 10)

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the items on the Consent Agenda be adopted as presented.

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

MUNICIPAL ORDER(S)

AMEND SOLID WASTE FEES

Commissioner Abraham offered motion, seconded by Commissioner Holland, that a Municipal Order entitled, "A MUNICIPAL ORDER AMENDING THE SCHEDULE OF FEES AND CHARGES FOR SOLID WASTE PICK UP PURSUANT TO THE SOLID WASTE ORDINANCE, CHAPTER 94, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). (M.O.#2046; BK 10)

ORDINANCE(S) – ADOPTION

AMEND 911 ORDINANCE TO ALLOW THE CITY TO AUDIT TELEPHONE COMPANIES FOR COMPLIANCE WITH THE CITY'S FEE PROVISIONS

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING THE 911 ORDINANCE FOR PURPOSES OF ALLOWING THE CITY TO AUDIT TELEPHONE COMPANIES FOR COMPLIANCE WITH THE CITY'S FEE PROVISIONS." This Ordinance is summarized as follows: The City hereby amends Chapter 2, Article V, Division 6, 911 Communications Services of the Paducah Code of Ordinances, allowing the City to audit telephone companies for compliance with the City's fee provisions and sets out penalties as follows:

Sec. 2-329 – Penalties

Any person and/or entity in violation of the provisions of Sec. 2-327(a) or (b) shall be subject to a penalty equal to five percent (5%) of the total fees due for each day or fraction thereof that the fees for services is late.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, and Mayor Pro Tem Wilson (4). (ORD.#2017-11-8505; BK 35)

COMMENTS

COMMENTS FROM THE CITY MANAGER

City Manager Pederson

- o Announced the 432 Broadway Pocket Park Project will be going out for bid in January 2018
- o Bid Opening for the City Hall Phase I will be November 3, 2017, at 2:00 p.m.

Parks Director Mark Thompson

- o The Parks and Recreation Center along with Yeiser Art Center will be sponsoring the Candy Cane Hunt this Saturday at 1:00 p.m. on the Luther F. Carson Four Rivers Center lawn.
- o Christmas Parade will also be this Saturday at 5:00 p.m. beginning at 14th Street and Broadway and traveling downtown and turning left at 2nd Street. It will disband at 2nd and Monroe. The theme this year is, "Let It Glo, Let It Glo, Let It Glo". Merryman Kemp has been chosen to be the Grand Marshal.

COMMENTS FROM THE BOARD OF COMMISSIONERS

Commissioner Holland commented that the Commission/Management retreat held to develop commission priorities for the City on November 14 and 15 was very clarifying for her. She is still very committed to communications with citizens. She asked for citizen input for goals and priorities for the City for the next 10 to 20 years. She can be contacted by email or facebook.

COMMENTS FROM THE AUDIENCE

Donald McNeil, resident, expressed his disagreement with the City using taxpayer monies to maintain Martin Luther King, Jr. Memorial. The City has been maintaining the privately owned property since 2002 at a cost of approximately \$30,000.

ADJOURN

Mayor Pro Tem Wilson offered motion, seconded by Commissioner Holland, to adjourn the meeting. All in favor.

Meeting ended at approximately 6:07 p.m.

ADOPTED: December 12, 2017

City Clerk

Mayor

DOCUMENTS

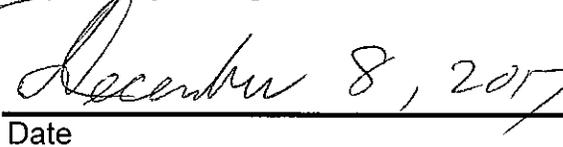
1. Certificate of Liability Insurance for Comcast of Paducah, Inc.
2. Contracts/Agreements:
 - a. Franchise Extension Agreement with Comcast Cable (ORD # 2017-11-8504)
 - b. Agreement with TAG Truck Center for the purchase of 2 Diesel Dump Trucks (MO # 2045)
3. Paducah Water Works Financial Highlights for October 2017
4. Barkley Regional Airport Authority Financial Statements for Years ended June 30, 2017 & 2016
5. Paducah McCracken County Joint Sewer Agency Financial Statements for Years ended June 30, 2017 & 2016
6. Paducah Junior College Financial Statements for Year Ended June 30, 2017

CITY OF PADUCAH
December 12, 2017

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
December 12, 2017

NEW HIRE - FULL-TIME (F/T)

<u>EPW - STREET</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Woodfork, Forrest	ROW Maintenance Person	\$16.44/Hr.	NCS	Non-Ex	January 4, 2018

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hyde, Margarita	Recreation Leader - Class Instructor	\$17.00/Hr.	NCS	Non-Ex	January 3, 2018
Renaud, Suzi	Recreation Leader - Class Instructor	\$17.00/Hr.	NCS	Non-Ex	January 3, 2018

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>
<u>FIRE - SUPPRESSION</u>					
Johnson, David M.	Fire Fighter/ Relief Driver \$15.33/Hr.	Acting Fire Lieutenant \$16.77/Hr.	NCS	Non-Ex	October 22, 2017
Johnson, David M.	Acting Fire Lieutenant \$16.77/Hr.	Fire Fighter/ Relief Driver \$15.33/Hr.	NCS	Non-Ex	November 25, 2017
Dalbey, Caleb M.	Fire Fighter/ Relief Driver \$15.45/Hr.	Fire Lieutenant 17.77/Hr.	NCS	Non-Ex	November 23, 2017
Bell, Paul	Fire Lieutenant 16.88/Hr.	Fire Captain \$17.98/Hr.	NCS	Non-Ex	November 23, 2017
<u>PARK SERVICES</u>					
Boyarski, Zachary P.	Administrative Assistant II \$13.11/Hr.	Administrative Assistant II \$13.57/Hr.	NCS	Non-Ex	December 21, 2017
Henson, Jared W.	Recreation Leader 11.20/Hr.	Recreation Leader 11.36/Hr.	NCS	Non-Ex	January 1, 2018
Bogard, Jason R.	Recreation Leader 11.20/Hr.	Recreation Leader 11.36/Hr.	NCS	Non-Ex	January 1, 2018
Tyler, Robert L.	Recreation Leader 11.20/Hr.	Recreation Leader 11.36/Hr.	NCS	Non-Ex	January 1, 2018
Byrd, Jesse P.	Recreation Leader 11.20/Hr.	Recreation Leader 11.36/Hr.	NCS	Non-Ex	January 1, 2018
Lesniewski, Lawrence P.	Recreation Leader 11.00/Hr.	Recreation Leader 11.16/Hr.	NCS	Non-Ex	January 1, 2018
<u>Planning</u>					
Winchester, Melinda R.	Downtown Development Sp. \$27.54/Hr.	Downtown Development Sp. \$28.37/Hr.	NCS	Non-Ex	March 30, 2017

Agenda Action Form

Paducah City Commission

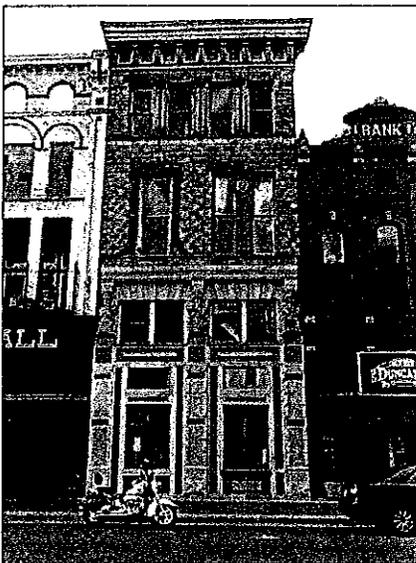
Meeting Date: December 12, 2017

Short Title: Upper Story Residential Grant Program Application for 6 Units

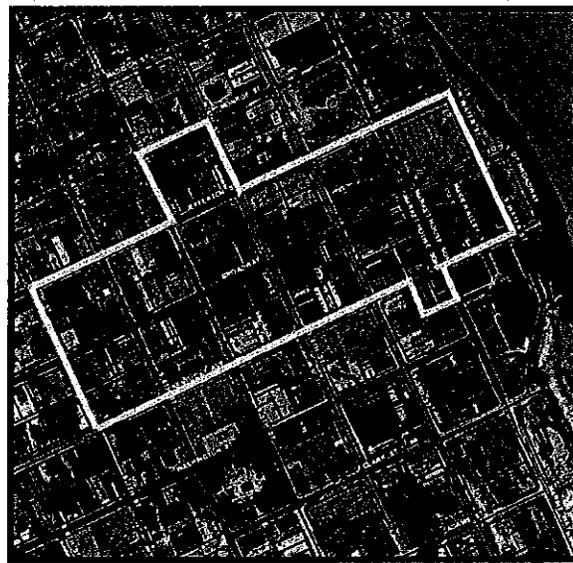
Ordinance Emergency Municipal Order Resolution

Staff Work By: Melinda Winchester

Presentation By: Tammara Tracy



227 Broadway



Map #1

Background Information:

The intent of this agenda item is to approve an application for Upper Story Residential grant funds in the amount of \$90,000. The program allows property owners within a defined area (Map#1) to apply for financial assistance that shall not exceed 20% of the construction costs or a maximum of \$15,000.00 per Upper Story Residential Rental Unit. URCD A has the authority to approve all multi-unit projects that do not exceed \$60,000.00 in Upper Story Residential Grant funds. Projects in excess of \$60,000.00 of Upper Story Residential Investment Grant funds will be forwarded to the City Commission for approval. URCD A reviewed the application on November 27, 2017 and recommends approval of the application.

Staff Recommendation:

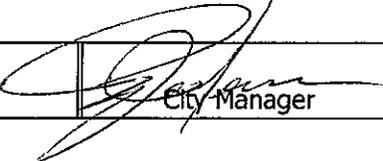
Staff recommendation is that the Upper Story Residential Grant application be approved.

Funds Available: Account Name: Upper Story Residential Grant Program
Account Number: DT0033

11/30/2017
Finance

Motion:

Attachments:

Department Head	City Clerk	 City Manager
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**URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY
MINUTES**

November 27, 2017- 4 PM

A regular meeting of the Urban Renewal and Community Development Agency was held on Tuesday, August 1, 2017 at 4 PM at City Hall, in the Commission Chambers Conference Room.

Members Present

Valerie Pollard, Chair
Bob Wade, Vice Chair
Calvin Shanks

Staff Present

Charles Doherty, Community Dev. Planner
Nancy Upchurch, Executive Assistant

Members Absent

Jipaum Askew Robinson
Kerri Bonner

Guests Present

CALL TO ORDER: Chair Pollard called the meeting to order at 4:03 PM.

CONSIDERATION OF MINUTES FOR THE PREVIOUS MEETING:

Motion No. 1: Member Wade made a motion to accept the minutes of the August 1, 2017 meeting with corrections. Member Shanks seconded.

APPROVED: Yea: Pollard, Wade, Shanks. Nay: None

FOUNTAIN AVENUE NEIGHBORHOOD REVITALIZATION UPDATE: A written update was distributed, copy filed. Charlie Doherty reviewed the highlights.

UPPER STORY GRANT APPLICATIONS: 133 Market House Square

Staff presented a proposal from Centurion Development for the renovation of 4 upper story units at 133 Market House Square. Member Wade did not find a Certificate of Authority from the Secretary of State for the company to do business in Kentucky.

Motion No. 2: Member Wade made a motion of provisional approval for recommendation to the City Commission, the application from Centurion Development. Conditional approval based upon the company providing proof of Authority to do Business in Kentucky. Member Shanks seconded.

APPROVED: Yea: Pollard, Wade, Shanks. Nay: None

MEETING ADJOURNED: 4:35 PM

Respectfully submitted:

Nancy Upchurch

STAFF REPORT
November 7, 2017
URBAN RENEWAL AND
COMMUNITY DEVELOPMENT AGENCY
Regular Meeting

Subject:	Application for Upper Story Residential Funds – 6 Units
Address:	227 Broadway
Status:	In Progress



227 Broadway

Ordinance No. 2014-8-8169 was established approving The Upper Story Residential Grant Program to encourage the development of residential rental units in Historic Downtown Paducah. (See Attached Ordinance). Eligible Projects must meet the program parameters as detailed in ordinance. If multiple applications are received, the URCDA will review rankings in accordance with the following criteria:

- a. Total private investment of residential rehabilitation project – 25%
- b. Contributing structure on the National Register of Historic Places- 25%
- c. Rehabilitation in compliance with the Secretary of Interior Standards- 25%
- d. Capital commitment of owner to rehabilitate remaining structure (façade, roof, retail space)- 25%

URCDA has the authority to approve all multi-unit projects that do not exceed \$60,000 in an Upper story Residential Grant funds. Projects in excess of \$60,000 must be forwarded to the City Commission for approval.

Staff Analysis:

The application was submitted by Centurion Development, LLC owner of 227 Broadway. The building was purchased in July of 2017. This building is proposed to undergo a complete rehabilitation with a total investment in this property projected to be \$ 778,800. The scope of work includes six residential units on the upper floors, a commercial unit on the main floor and it includes the construction requirements mandated by State Code for mixed use developments as relates to fire code standards and regulations. (See attached floor plans)

Staff Recommendations: Staff requests that the URCDA Board recommend provisional City Commission approval pending submission of the final receipts, lien waivers and a final walk through of the property to verify materials and completion. The provisional amount approved will equal 20% of the building permit or total receipts verified at the completion of the project whichever is the lesser of the two. Total allocation will not be more than \$15,000 per residential unit which is estimated to be \$90,000.

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
CONDITIONALLY APPROVING THE APPLICATION OF CENTURION
DEVELOPMENT, LLC FOR A UPPER STORY RESIDENTIAL GRANT
RELATING TO THE REAL PROPERTY LOCATED AT 227 BROADWAY,
PADUCAH, KENTUCKY

WHEREAS, previously the City adopted and implemented the Upper Story Residential Grant Program (the “Grant Program”) as set forth in Sections 34-151 through 34-156 of the Code of Ordinances of the City of Paducah and committed funds to be awarded to eligible applicants to promote the occupancy of vacant unused residential space within historic buildings located within the Historic Downtown area; and

WHEREAS, Centurion Development, LLC, a Missouri limited liability company (“Applicant”) is the owner of a historic building located at 227 Broadway in the Paducah Historic Downtown area and has submitted an application under the Grant Program for the rehabilitation of six (6) upper story residential units; and

WHEREAS, the Urban Renewal and Community Development Agency for the City of Paducah has reviewed the application and by motion adopted on November 27, 2017, makes its recommendation to the City Commission for the City’s conditional approval of the Applicant’s application and the award of grant funds in an amount not to exceed 20% of the rehabilitation cost per residential unit with a maximum cap of \$15,000.00 per residential unit.

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

Section 1. Recitals and Authorization. The City hereby conditionally approves the Applicant’s application under the Grant Program and the award of grant funds in an amount not to exceed 20% of the rehabilitation cost per residential unit with a maximum cap of \$15,000.00 per residential unit. The City’s conditional approval is based upon the commitments and agreements of Applicant as expressly set forth in its application which includes, without limitation, the Applicants commitment and agreement to complete the rehabilitation in accordance with and to comply with all requirements of the Grant Program. Grant funds shall be disbursed in accordance with the requirements of the Grant Program. Expenditures for the project shall be charged to the DT0033 Upper Story Residential Grant Program Account.

Section 2. Severability. If any section, paragraph or provision of this Order 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 Order.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Order were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its

committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

MAYOR BRANDI HARLESS

ATTEST:

Tammara S. Sanderson, City Clerk

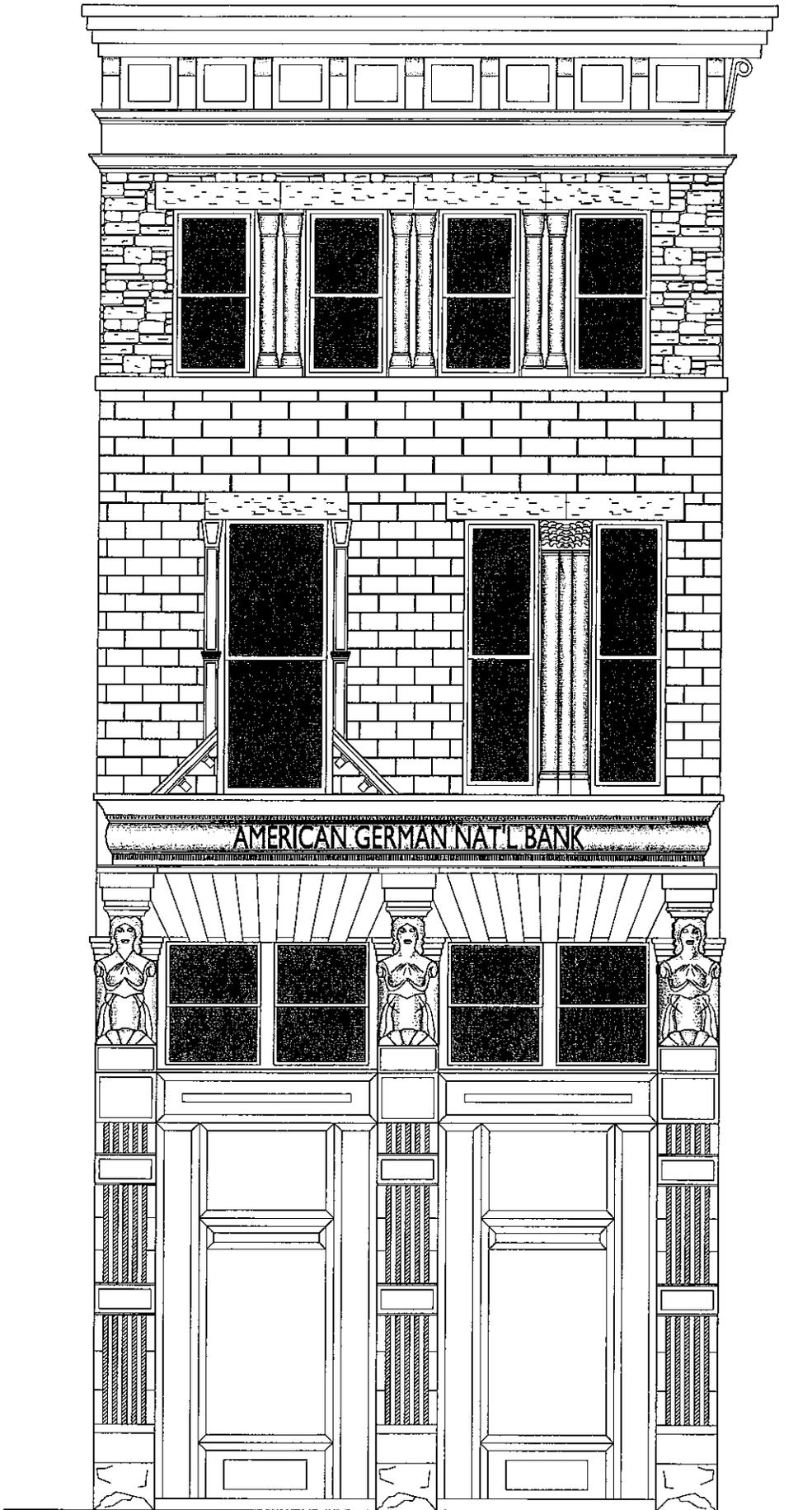
Introduced by the Board of Commissioners, December 12, 2017

Adopted by the Board of Commissioners, _____, 2017

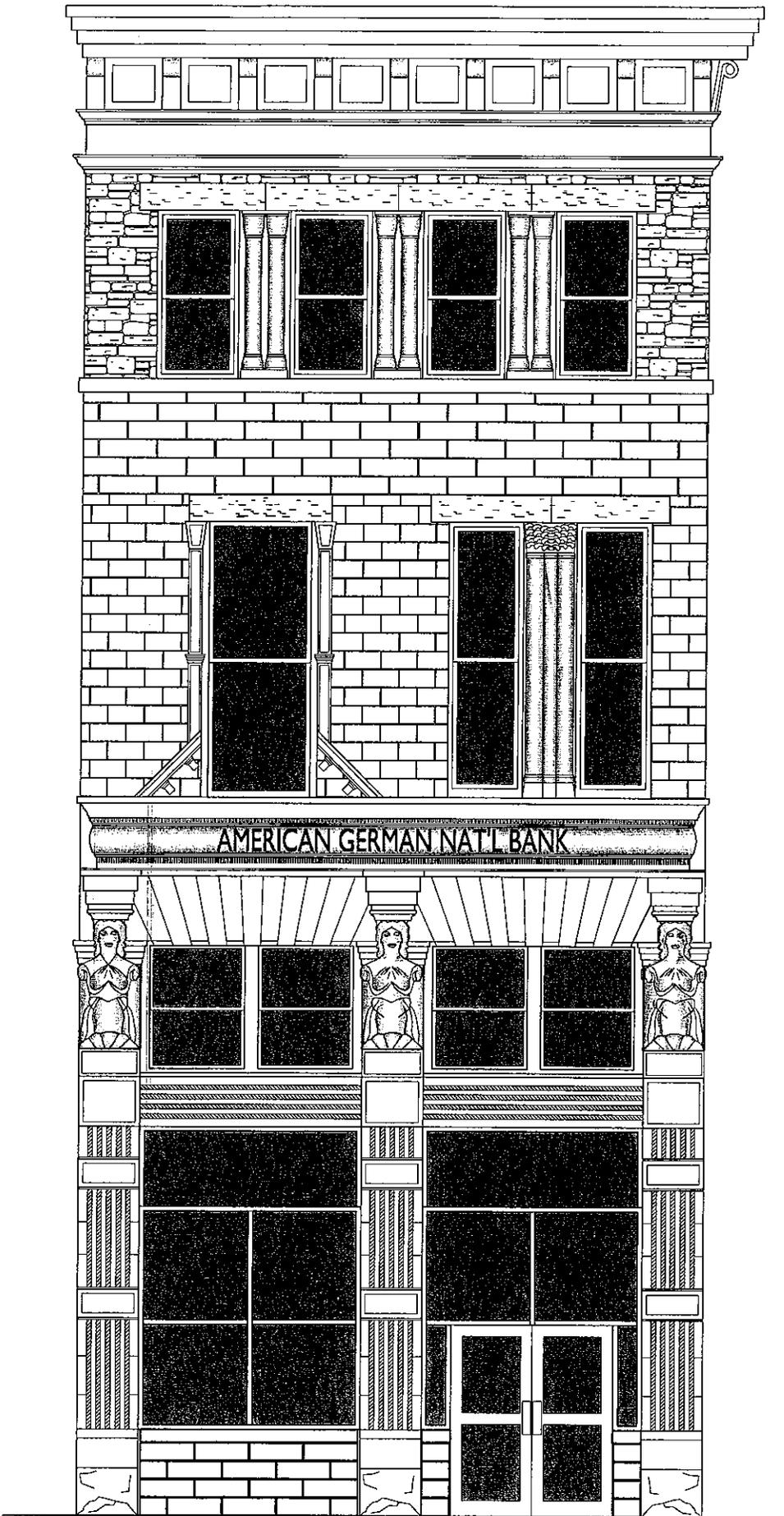
Recorded by City Clerk, _____, 2017

mo\upper story grant - centurion development - 227 Broadway

Existing As Built

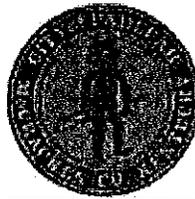
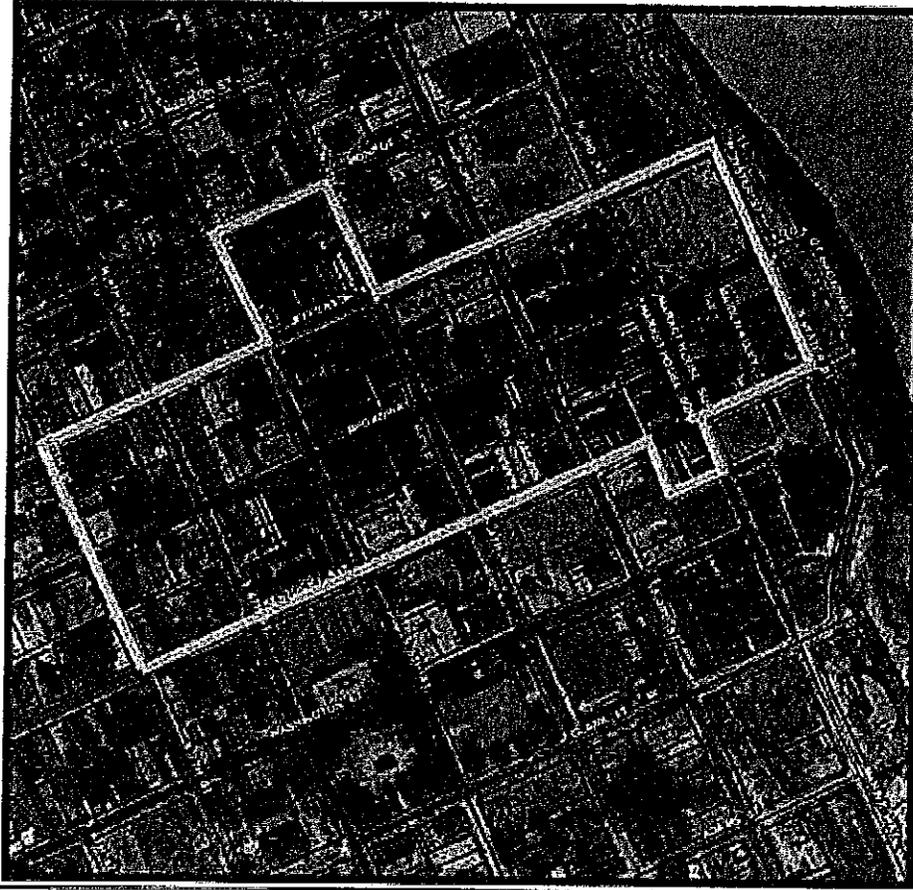


Proposed Improvements



\$15,000 PER UNIT

City of Paducah Upper Story Residential Grant Program



For Additional Information Contact
Steve Ervin, Director of Planning
Melinda Winchester, Downtown Development Specialist
270-444-8690
servin@paducahky.gov
mwinchester@paducahky.gov

HOW TO REQUEST ASSISTANCE

2014-8-8169

Please read the attached Ordinance # 102, complete this application, and return it to the City of Paducah Department of Planning located at 300 S. 5th Street, Paducah, KY. This information will provide staff with the information needed to determine your eligibility.

Upper Story Residential Grant Application

Date 7/12/2017

Applicant

Applicant: CENTURION DEVELOPMENT LLC.

Property Address: 227 BROADWAY

Mailing Address (if different): 112 S. BROADVIEW ST.

City CAPE GIRARDEAU State MO Zip Code 63703

Telephone Numbers: ^{OFFICE} Home: (573) 335-7368

Mobile: (573) 450-5660

Fax: (573) 651-3294

E-mail Address: JUSTIN@SSCAA.COM

Property Information

Address of property where improvements will be made: 227 BROADWAY

Current use of building or lot
VACANT

Proposed use of building including # of residential units: COMMERCIAL MAIN LEVEL WITH 6 UPPER RESIDENTIAL UNITS ON UPPER 3 FLOORS.

Name of contractor? CENTURION DEVELOPMENT

Is this address located within the Project Area (Map #1)? Yes No

Is the structure a contributing structure within the Downtown Historic District Yes No
For verification contact the Department of Planning @ 444-8690

Do you own the property? Yes (Please attach a copy of your deed) No

Are the property taxes paid up to date? Yes No

Are there any current code violations pending on the property? Yes No
If you checked yes, please attach a copy of the Inspection Department's report to this application.

Do you have property Insurance? Yes No

In an attached letter please explain the project and the capital commitment by the owner to rehabilitate the remaining structure if needed.

Visual Description of the Structure

NOTE: Please attach photographs or photocopies of the property that clearly show the physical conditions that need repair. Below or attached please describe the rehabilitation plan.

REQUIRED DOCUMENTATION

The following documentation **MUST** be submitted with your application or it cannot be processed.

- A current list of owners/partners or officers/directors who have ownership in the property.
- Copy of property Deed
- Copy of Insurance Policy
- Third Party Estimates of work to be done from a qualified contractor.
- Proof of financial ability to complete 100% of Upper Story Residential project. The grant shall be a reimbursement of up to 20% of rehabilitation costs and shall not exceed \$15,000 per residential unit.
- Rehabilitation plans

APPLICANT ACKNOWLEDGEMENT OF UNDERSTANDING

I certify that all statements on this application are true and correct to the best of my/our knowledge. My signature below means that I have read the Upper Story Residential Grant Ordinance # 2014-8-8169 and that I understand the City's program. I hereby grant permission for the City of Paducah to verify the information supplied on my application.

I understand that this program is funded by the City of Paducah and funds and resources may or may not be available on a yearly basis. Therefore, by signing this application, I understand there is no guarantee of grant funds being made available.

I understand that the City of Paducah will review all applications and further reserves the right to approve or deny any application.

I agree to allow the City of Paducah to use illustrations, photographs, and/or other images of this project for reports, publications and advertisements both print and electronic.

I have read, understand and agree to all requirements within Ordinance #2014-08-8169 Upper Story Residential Program.



Applicant Signature

10/10/2017

Date

MANAGING MEMBER

Title

CENTURION DEVELOPMENT L.L.C.

Company

Submissions are to be made to:
Steve Ervin, Director of Planning
300 S. 5th Street
P.O. Box 2267
Paducah, Kentucky 42002-2267
Tel (270) 444-8690

227 Broadway, Paducah, Ky
Estimated costs

	Units	Cost Per Unit	Amount
Building Purchase		\$	85,000.00
Builder Fee			
01 - General Requirements			
Supervision			
Mileage			
Meals			
Per Diem			
General Liability Insurance	1	\$	2,500.00
Printing			
Supplies			
Temporary Job Toilets	1	\$	1,000.00
Small Tools			
Building Permit	1	\$	3,200.00
Temporary Utilities	1	\$	2,800.00
Dumpster Pulls	1	\$	15,500.00
Clean Up and Misc Labor	1	\$	4,500.00
Storage Unit on site			
Office Trailer Pull in/out			
Office Trailer on site			
Equipment Rental	1	\$	15,000.00
Project Sign			
First Aid Kits			
Final Clean	1	\$	1,800.00
02 - Existing Conditions			
Site work			
Demo	1	\$	28,000.00
Earthwork			
Storm Drainage			
Site Utilities			
Soil Treatment - Termite Control			
Landscaping			
03 - Concrete			
Concrete Bid			
Add for concrete for light bases			
Bollards			
Bollards installed			
Concrete Dumpster Area			
Exterior Concrete - Patio			
Concrete: Slab on Grade			
Sealer			
Sidewalks and Handicap ramps	1	\$	3,300.00

Asphalt Paving
 Concrete Bumper Blocks
 Foundation repair
 Foundation waterproofing
 Foundation stabilizing

04 - Masonry

Exterior Brick	1	\$	27,500.00
Interior Brick			
Interior Thin Brick			
Exterior Cast Stone/Ledges	1	\$	4,500.00

05 - Metals

Roof Ladder	1	\$	1,400.00
Grab Rails	1	\$	4,800.00
Guard Rails	1	\$	4,000.00
Steel Support Structure			
Steel Erection			

06 - Wood, Plastics and Composites

Wood Framing	1	\$	47,000.00
Interior Walls			
Lumber			
Blocking			
Interior woodwork/trim	1	\$	4,500.00
Install woodwork	1	\$	6,000.00

07 - Thermal & Moisture Protection

Membrane Roofing			
Sheet Metal/Curbs	1	\$	2,500.00
Roof Penetration	1	\$	3,400.00
Fire stopping	1	\$	1,800.00
Gutters and Downspouts	1	\$	2,000.00
Coping, Flashing and Trim	1	\$	2,800.00
Caulking			

08 - Openings

Exterior Doors	1	\$	4,800.00
Interior Doors	1	\$	4,500.00
Frames for Doors			
Finish Hardware for All Doors	1	\$	1,500.00
Install all doors and hardware	1	\$	4,300.00
Storefront System	2	\$	8,700.00
Windows	1	\$	20,000.00
Window Treatment	1	\$	2,400.00
Overhead doors			

09- Finishes

Drywall, Hang, finish	1	\$	45,000.00
Plastering	1	\$	2,500.00
Metal Framing			
Suspended Ceiling	1	\$	4,000.00
EFIS			
Wall/floor Insulation	1	\$	9,000.00
Ceiling Insulation	1	\$	8,000.00
Insulation Sound Blanket	1	\$	6,000.00
FRP			
Paint Exterior	1	\$	2,800.00
Paint Interior walls	1	\$	6,000.00
Dryfall	1	\$	4,000.00
Paint Interior trim/doors	1	\$	4,500.00
Staining/Poly		\$	2,000.00
Paint Parking Lot and Entrance	1		
Ceramic Tile	1	\$	8,000.00
Hardwood	1	\$	15,000.00
Refinishing	1	\$	15,000.00
Concrete polishing and finish	1	\$	8,000.00
Cabinets and tops	1	\$	40,000.00

10 - Specialties

Bathroom Partitions			
Bathroom Accessories	1	\$	1,500.00
Install Bathroom Partitions and Accessories			
Wall and Corner Guards			
Dumpster Enclosure			
Patio Fencing			
Paneling Installation			
In and Out signage	1	\$	200.00
Shelving	1	\$	2,000.00
Surveillance	1	\$	4,000.00

15.3 - Fire Protection

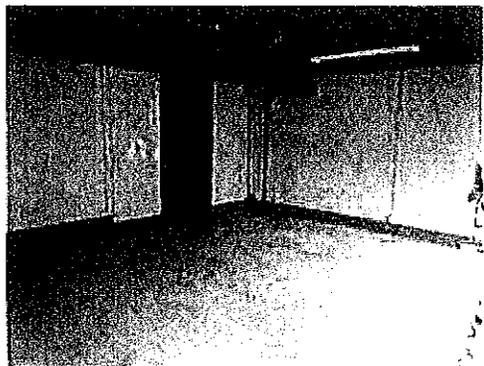
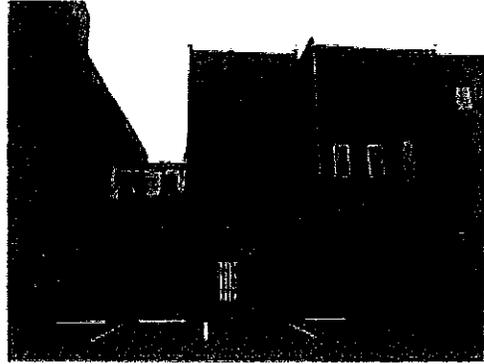
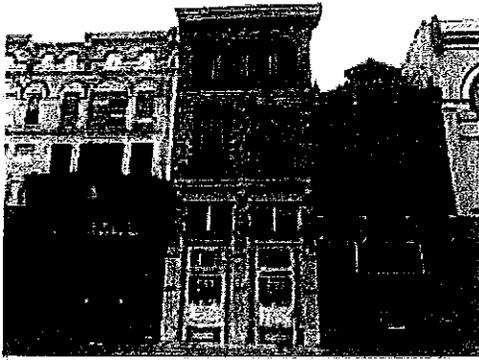
Fire Extinguishers & Cabinets	1	\$	2,200.00
Sprinkler System	1	\$	38,000.00
Sprinkler service line	1	\$	10,000.00
Ansul System			

15.4 - Plumbing

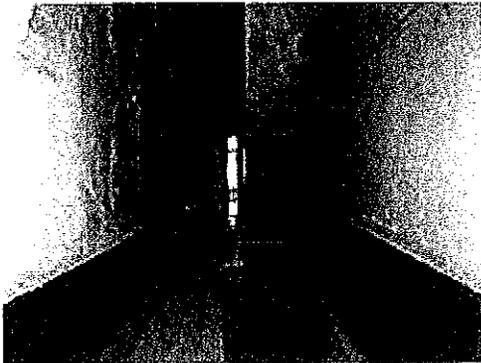
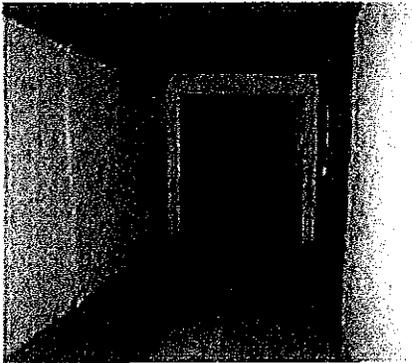
Plumbing fixtures	1	\$	18,500.00
Plumbing	1	\$	28,000.00
City water tap fees	1	\$	1,200.00
City sewer tap fees	1	\$	1,400.00
Water service line	1	\$	4,000.00

Sewer service line	1	\$	6,000.00	
15.5 - HVAC/Mechanical				
Heating, Ventilating, Air Conditioning	1	\$	68,000.00	
Gas Lines				
Gas service line				
16 - Electrical				
Electrical	1	\$	55,000.00	
Exterior Light Fixtures	1	\$	2,400.00	
Interior Light Fixtures	1	\$	5,600.00	
17-Elevator	1			\$300,000
19-Fire rated staircases	2	\$	20,000.00	
20-FF&E	1	\$	5,000.00	
21-Signage		\$	5,000.00	
<u>TOTAL</u>		\$	<u>778,800.00</u>	

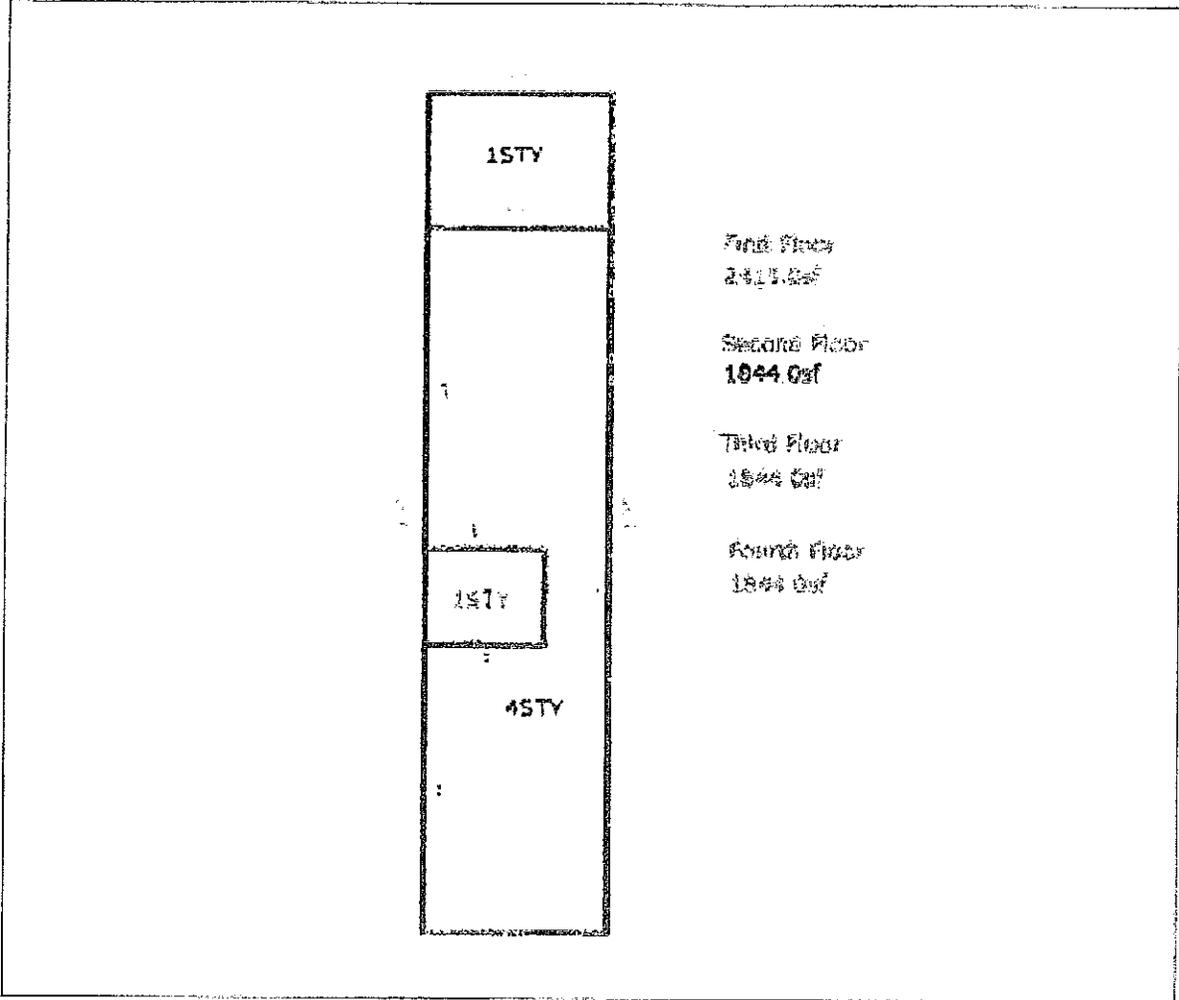
227 Broadway



227 Broadway



Building Sketch



PROOF OF FUNDS

RECORDATION

REQUESTED BY:
FIRST MIDWEST BANK OF
DEXTER
JACKSON FACILITY
2319 E JACKSON BLVD
JACKSON, MO 63755

WHEN RECORDED MAIL

TO:
FIRST MIDWEST BANK OF
DEXTER
JACKSON FACILITY
2319 E JACKSON BLVD
JACKSON, MO 63755

FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$680,000.00.
MATURITY DATE. The maturity date of the Note is July 7, 2018.

THIS MORTGAGE dated July 7, 2017, is made and executed between CENTURION DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, whose address is 112 S. BROADVIEW ST, CAPE GIRARDEAU, MO 63703 (referred to below as "Grantor") and FIRST MIDWEST BANK OF DEXTER, whose address is 2319 E JACKSON BLVD, JACKSON, CAPE GIRARDEAU County, MO 63755 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender with covenant of GENERAL WARRANTY a security interest in and lien on all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MCCracken County, Commonwealth of Kentucky:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 227 BROADWAY ST, PADUCAH, KY 42001.

INFORMATION REQUIRED BY KRS 382.290. The source from which Grantor derived title to the Real Property or the interest encumbered herein is as follows: MCMURRY & LIVINGSTON, PLLC.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

NATURE OF INDEBTEDNESS. The indebtedness secured by this Mortgage is not a "line of credit" pursuant to KRS 382.386.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage

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----DEED----

THIS DEED OF CONVEYANCE made and entered into on this the 7th day of July, 2017, by and between PROSHIELD INSURANCE GROUP, LLC SERIES NO. 15, a Delaware limited liability company, of 2313 W. 2200 S., Syracuse, UT 84075, Grantor; and CENTURION DEVELOPMENT, LLC, a Kentucky limited liability company, of 112 S. Broadview St, Cape Girardeau MO 63703, Grantee (in whose care the state and county tax bill for the aforesaid calendar year may be sent).

WITNESSETH:

THAT FOR the full and actual consideration of the sum of Eighty Five Thousand and 00/100 Dollars (\$85,000.00), cash in hand paid, by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and does by these presents hereby bargain, sell, alien, and convey unto the Grantee, its successors and assigns, the following-described real property, lying and being in McCracken County, Kentucky, and more particularly described as follows, to-wit:

ONE LOT OR PARCEL OF GROUND LYING AND BEING IN THE CITY OF PADUCAH AND STATE OF KENTUCKY AND BEGINNING AT A STAKE ON THE NORTH SIDE OF BROADWAY STREET 45 FEET 9 INCHES EAST OF THIRD STREET; THENCE EXTENDING WITH BROADWAY TOWARDS SECOND STREET 22 FEET 6 INCHES; THENCE AT RIGHT ANGLES AND TOWARDS JEFFERSON STREET 105-6/12 FEET TO A STAKE ON THE LINE OF A 10 FOOT ALLEY; THENCE WITH SAID ALLEY AND TOWARDS THIRD STREET 22 FEET 6 INCHES; THENCE AT A RIGHT ANGLE AND TOWARDS BROADWAY 105-6/12 FEET TO THE BEGINNING STAKE ON BROADWAY AND BEING PARTS OF LOT NUMBERS 101 AND 102 IN BLOCK NO. 9 OLD TOWN OF PADUCAH.

McMURRY
AND
LIVINGSTON, PLLC
ATTORNEYS AT LAW
P. O. BOX 1700
PADUCAH, KY
42002-1700

Being in all respects the same property conveyed to Proshield Insurance Group, LLC Series No. 15, a Delaware limited liability company, by deed dated May 1, 2015, and recorded May 6, 2015, in Deed Book 1300, page 426, McCracken County Clerk's Office.

TO HAVE AND TO HOLD the herein-described property, together with all improvements thereon and all rights, easements, and appurtenances thereunto in anywise appertaining, unto the Grantee, its successors and assigns forever.

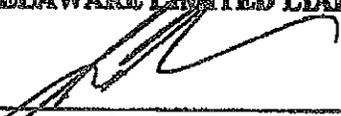
The Grantor covenants to and with the Grantee that it is well and truly seized of the fee simple title to the herein-described property, and does make this conveyance under COVENANT OF GENERAL WARRANTY, subject to covenants, restrictions and easements of record.

CONSIDERATION CERTIFICATE: By signing below, the Grantor and Grantee hereby acknowledge that the consideration stated hereinabove is the full actual consideration for the transfer of the subject property. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN TESTIMONY WHEREOF, the Grantor and Grantee have hereunto set their hands on this the day and year first written.

GRANTOR:

**PROSHIELD INSURANCE GROUP, LLC SERIES 15,
A DELAWARE LIMITED LIABILITY COMPANY**

By:  (name)

Title:  (title)

STATE OF Utah)

659

COUNTY OF Davis)

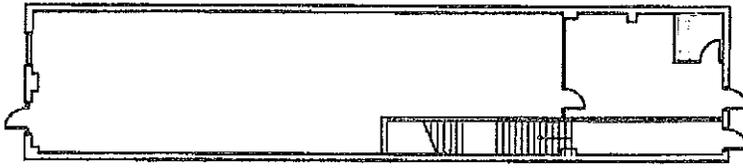
)
:ss.
)

The foregoing Deed and Consideration Certificate was subscribed, sworn to, and acknowledged before me by the Grantor, PROSHIELD INSURANCE GROUP, LLC SERIES NO. 15, A Delaware limited liability company, by and through its Manager (title), John Falls (name), on this the 9th day of July, 2017.



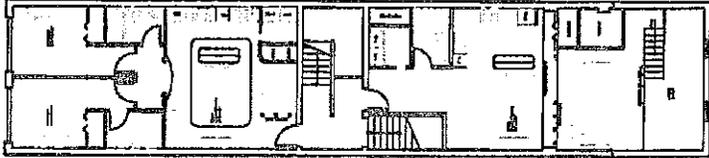
Alysia Kendall
NOTARY PUBLIC # 692090

My commission expires:
Oct 28, 2020



FIRST FLOOR
1,000 S.F.

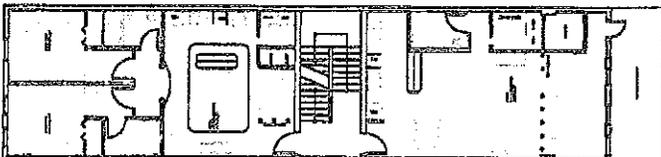
2-BED / 2-BATH 868 S.F.



1-BED / 1-BATH 880 S.F.

2 SECOND FLOOR
1,748 S.F.

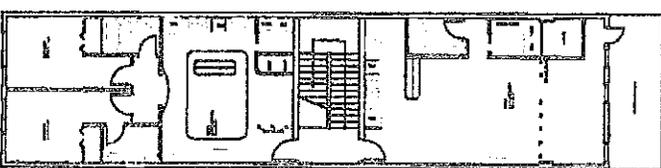
2-BED / 2-BATH 824 S.F.



1-BED / 1-BATH 765 S.F.

3 THIRD FLOOR
1,589 S.F.

2-BED / 2-BATH 824 S.F.



1-BED / 1-BATH 765 S.F.

4 FOURTH FLOOR
1,589 S.F.

-
1. **TITLE OF DOCUMENT:** Deed of Trust
2. **DATE OF DOCUMENT:** July 7, 2017
3. **GRANTOR(S):** CENTURION DEVELOPMENT, LLC
4. **GRANTEE(S):** FIRST MIDWEST BANK OF DEXTER
5. **STATUTORY MAILING ADDRESS(ES):**
- GRANTOR'S ADDRESS:
112 S. BROADVIEW ST, CAPE GIRARDEAU, MO 63703
- GRANTEE'S ADDRESS:
JACKSON FACILITY, 2319 E JACKSON BLVD, JACKSON,
MO 63755
- RECORDATION REQUESTED BY:
FIRST MIDWEST BANK OF DEXTER, JACKSON FACILITY,
2319 E JACKSON BLVD, JACKSON, MO 63755
- WHEN RECORDED MAIL TO:
FIRST MIDWEST BANK OF DEXTER, JACKSON FACILITY,
2319 E JACKSON BLVD, JACKSON, MO 63755
6. **LEGAL DESCRIPTION:**
Legal description of the property is set out in EXHIBIT A.
7. **REFERENCE BOOK AND PAGE(S):**

**DEED OF TRUST
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
GOVERNED BY SECTION 443.055 RSMO**

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$20,400.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$20,400.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated July 7, 2017, among **CENTURION DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY**, whose address is 112 S. BROADVIEW ST, CAPE GIRARDEAU, MO 63703 ("Grantor"); **FIRST MIDWEST BANK OF DEXTER**, whose address is JACKSON FACILITY, 2319 E JACKSON BLVD, JACKSON, MO 63755 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and **BRUCE LAWRENCE**, whose address is 250 S KINGSHIGHWAY, SIKESTON, MO 63801 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CAPE GIRARDEAU County, State of Missouri:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 809 PERRY AVE, CAPE GIRARDEAU, MO 63701 and 915 FORT ST., CAPE GIRARDEAU, MO 63701.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances and obligations (excluding interest) exceed in the aggregate \$20,400.00.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating

**DEED OF TRUST
(Continued)**

Loan No: 1093552

to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any

**DEED OF TRUST
(Continued)**

Loan No: 1093552

costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain existing indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

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Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from

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time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and Trustee hereby lets to Grantor the Property until the indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Deed of Trust.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Termination of Future Advances. Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on

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future obligations.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue or out-cry to the highest bidder for cash, at the customary place for foreclosure sales within CAPE GIRARDEAU County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates

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Lender as Grantor's attorney-in-fact to endorse Instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly, or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement effecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder

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of CAPE GIRARDEAU County, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Missouri.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such

Exhibit A

Tract 1: (809 Perry Avenue)

All of Lot Five (5) in Block One (1) of Kimmel's Addition, a subdivision in the City and County of Cape Girardeau, Missouri, as shown by plat filed for record in Plat Book 3 at Page 34 in the land records of Cape Girardeau County, Missouri.

Tract 2: (915 Fort Street)

The South 48 feet of the North 72 feet of Lots Four (4), Five (5), and Six (6) in Block Nine (9) of Giboney - Houck 5th Subdivision in the City and County of Cape Girardeau, Missouri, as shown by plat filed for record in Plat Book 3 at Page 11 in the land records of Cape Girardeau County, Missouri.

1706173

**OPERATING AGREEMENT
OF
CENTURION DEVELOPMENT, LLC
A MISSOURI LIMITED LIABILITY COMPANY**

THIS AGREEMENT, dated and adopted this 10th day of December, 2007, by **Dustin J. Richardson** of Cape Girardeau, Missouri, and **Jason S. Coalter**, of Cape Girardeau, Missouri the sole members of **Centurion Development, LLC**, (hereinafter "the Company"), a limited liability company organized under the laws of the State of Missouri, who agree as follows:

1. **Names of Members.** The name and address of the initial and sole members of the Company are as follows:

Dustin J. Richardson, 281 Flagstone, Cape Girardeau, MO 63701
Jason S. Coalter, 112 S. Broadview, Cape Girardeau, MO 63703

2. **Offices.** The address of the principal office of the Company is 112 S. Broadview, Cape Girardeau, MO 63703.

3. **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles of Organization as filed in the Office of the Secretary of State.

4. **Purpose.** To engage in the business of constructing homes and businesses, buying, selling, holding, and leasing real estate, and to improve, mortgage, encumber, subdivide, control, operate, handle and deal in property of all kinds, character and descriptions, both real, personal and mixed, whether for itself or as agent for others which will or might become necessary and essential to the above business or incidental thereto or as an entirely separate endeavor. In general, to carry on any other business in connection with the foregoing permitted by the Missouri Limited Liability Act and to have and exercise all powers conferred by the law of Missouri upon Limited Liability Companies formed under the law hereinbefore referred to.

5. **Managers.** The Company shall have at least one manager. The initial managers of the Company shall be, **Dustin J. Richardson** and **Jason S. Coalter** who shall serve until the first annual meeting of the members and until his successor(s) are elected and qualified. The managers of the Company shall be elected by a majority vote of the members at the annual meeting of the members. The number of managers may be increased or decreased by a majority vote of the members. Vacancies may be filled by a majority vote of the members. A manager chosen to fill a vacancy shall serve the unexpired term of his or her predecessor in office. A manager may be removed from office, with or without cause, by a majority vote of the members. The duties of the managers shall include all duties and activities necessary to operate and manage the Company as provided in this Agreement. Each manager shall have an equal voice in the operation and management of the Company. The managers shall meet at least once a week at a time upon which they shall determine. Except as otherwise provided in this Agreement, questions related to Company matters shall be determined by a majority vote of the managers.

6. **Authority of Members to Bind the Company.** The Members hereby agree that only the Managing Member and authorized agents of the Company shall have the authority to bind the Company. No Member other than a Managing Member shall take any action as a Member to bind the Company, and shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Each Managing Member has the power on behalf of the Company to do all things necessary or convenient to carry out the business and affairs of the Company. Each manager shall have the authority to represent and bind the Company on all matters except as otherwise provided in this Agreement and by law, provided that a manager may not transfer an interest in Company property, other than in the normal course of Company business, without the written consent of all members. The Company may indemnify a manager for liabilities and expenses incurred by the manager in the course of conducting Company business to the extent permitted by law. The compensation of the managers shall be as follows: There shall be no compensation.

7. **Liability of Members.** No Member of the Company shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or managers for liabilities of the Company.

8. **Reports to Members.** The Managing Members shall provide reports at least annually to the Members at such time and in such manner as the Managing Members may determine reasonable.

9. **Capital Contributions.** The members shall make the following capital contributions to the Company:

<u>Member</u>	<u>Form of Contribution</u>	<u>% of Total</u>
Dustin J. Richardson	cash	50.00
Jason S. Coalter	cash	50.00

Future capital contributions shall be made by the members in proportion to their existing contributions upon the unanimous recommendation of a majority vote of the members. The failure of a member to make such a contribution shall constitute a violation of this Agreement. Capital contributions may not be withdrawn except on the majority vote of the members. For income tax purposes, depreciation, depletion, and gains and losses with respect to contributed property shall be allocated among members in the same manner as though the contributed properties were owned separately by each contributing member.

10. **Profits and Losses.** The net profits of the Company shall be divided among the members, and the net losses shall be borne by the members, in proportion to their respective capital contributions as set forth in Section 9 of this Agreement. For income tax purposes, all gains, losses, credits, and depreciation deductions on Company property shall be allocated among the members in proportion to their capital contributions, except as provided in Section 9 of this Agreement.

11. **Cash Method of Accounting** - The records of the Company shall be maintained on a cash receipts and disbursements method of accounting.

12. **Distributions.** Distributions shall be made in the amounts, in the manner, and at the times determined by the managers. Distributions may consist of cash or other property, except that a member whose capital contribution to the Company consists entirely of cash shall be entitled to cash distributions if so demanded.

13. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

14. **Membership Changes.** A new member may be admitted to the Company only with the written consent of all existing members.

15. **Meetings and Voting Rights.** An annual meeting of the members shall be held each year on the 1st day of December. Notice of the meeting shall be delivered to each member at least 20 days prior to meeting. Special meetings of the members may be called by the members as provided by law. A majority of the members, present in person or by proxy, entitled to vote shall constitute a quorum at any meeting. Except as otherwise provided in this Agreement, a majority vote of the members shall carry any action proposed or determined at a meeting. A member may waive notice of any meeting and the members may act without meeting to the extent permitted by law. All members are entitled to vote and all members shall have equal voting rights.

16. **Transfer of Assets.** A member may not transfer his or her interest in the Company to another person, including another member, without first obtaining the written consent of every other member.

17. **Books, Records, and Reports.** The fiscal year of the Company shall be on a calendar year basis, ending each December 31. The Company shall maintain full and accurate books of account, which shall be kept at the Company's principal office, and generally accepted methods of accounting shall be employed. The Company shall maintain one or more bank accounts, and all monies received by the Company shall be deposited therein. Only the managers shall be authorized to sign Company checks. Reports on the financial status of the Company and its business shall be issued to the members semi-annually. Each member shall have the right to inspect and copy the books and records of the Company during normal business hours, and copies of the Company's income tax return shall be made available to the members promptly after becoming available.

18. **Continuation of Business.** Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or upon the occurrence of any other event which terminates the continued membership of a member, the business of the Company may, within 90 days thereafter be continued by the remaining members, provided that there are at least two remaining members. A departing member, or the estate of a deceased or bankrupt member, shall be compensated in cash for the membership

interest of such member in an amount equal to the member's outstanding capital contribution plus the member's proportionate share of any accrued net Company profits, or less the member's proportionate share of any accrued net Company losses. The assets of the Company shall be valued at book value for purposes of this section, and no value shall be attributed to goodwill.

Dustin J. Richardson and Jason S. Coalter are the sole members of the Company at the time of the filing of the Articles of Organization with the Office of Secretary of State and at the time of the making of this Operating Agreement. In the event they remains the sole member, then, upon his death, retirement or resignation, the Company shall be dissolved and the business and affairs of the Company promptly wound up, in accordance with the provisions of Section 19 of this Agreement.

19. **Termination.** Upon the dissolution of the Company when the business will not be continued as provided in Section 18 of this Agreement, the managers, or the members, if there are no managers, shall promptly wind up the business and affairs of the Company.

Upon the winding up of the business and affairs of the Company, the assets of the Company shall be distributed as follows:

(a) First, to the creditors of the Company, including members who are creditors, in satisfaction of the liabilities of the Company other than liabilities for distributions to members.

(b) All real and personal property owned by the Company, and previously transferred, conveyed and assigned to the Company, shall then be distributed back to **Dustin J. Richardson and Jason S. Coalter** or their successors or assignees, or, in the event they should then be deceased, then to their Living Trust and if none to their estate or to the personal representative or administrator thereof or any TOD beneficiary listed on the certificate of membership.

(c) Third, proportionately to members and former members as distributions owed under Sections 7 and 8 of this Agreement, if any.

(d) Fourth, proportionately to members as distributions for the return of their respective capital contributions, if any.

(e) Fifth, to members as distributions in respect to their membership interests in proportion to their respective capital contributions, if any.

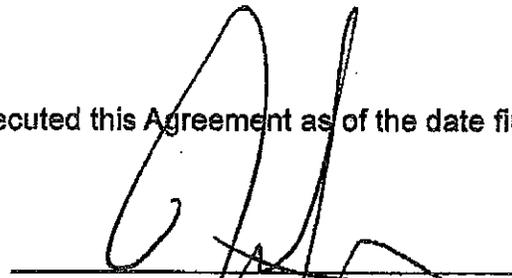
20. **Amendment.** This Agreement and the Articles of Organization may be amended by a majority vote of the members, except that any provision in this Agreement or in the Articles of Organization that specifies a membership vote or consent requirement of greater than a majority may be amended only by a membership vote that is equal to the vote or consent requirement specified in the provision sought to be amended.

21. **Binding Effect.** This Agreement shall be binding upon the members, their heirs, personal representatives, assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above appearing.



Dustin J. Richardson, Manager



Jason S. Coalter, Manager

ARTICLE VIII. - UPPER STORY RESIDENTIAL GRANT PROGRAM (USRG)⁽⁴⁾

Sec. 34-151. - Title.

This article shall be known and may be cited as the "Upper Story Residential Grant Program (USRG)" Ordinance of the City of Paducah".

(Ord. No. 2014-8-8169, 8-12-14)

Sec. 34-152. - Purpose.

This article is intended to facilitate new residential units on the upper floors of new or existing structures by property owners within the Historic Downtown (Map #1). It will encourage the inhabitation of this unused space within the downtown area and serve as a catalyst to preserve the structures that give downtown Paducah its unique sense of place.

(Ord. No. 2014-8-8169, 8-12-14)

Sec. 34-153. - Definitions.

Project Manager. The Director of Planning or his designee.

Upper story residential rental unit. A self-contained housing unit that occupies only part of a building.

URCDA. Urban Renewal and Community Development Agency.

(Ord. No. 2014-8-8169, 8-12-14)

Sec. 34-154. - General provisions.

(1) *Eligibility.*

- (a) Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.
- (b) All property receiving the financial assistance under the Program shall be located within the Historic Downtown (Map #1).
- (c) Program parameters include:
 - 1. The USRG Program will target structures that have vacant upper stories or upper stories that are part of new construction.

2. The grant portion of the project must be for the interior renovation of an existing building only or the construction of new upper story residential units.
3. All required permits (i.e. zoning, building, etc.) must have been obtained and the property must be free of liens held by the City of Paducah and all property taxes must be paid.
4. Third party construction estimates by a qualified contractor and owner's proof of financial ability to complete the project will be required.
5. Each grant shall not exceed 20 percent of the total upper story residential rental unit costs or 20 percent of building permit received from the City of Paducah Fire Prevention Division. A maximum of \$15,000.00 per upper story residential rental unit will be allocated. Upper story residential unit costs shall be determined.
6. A City of Paducah letter of financial commitment will be given to the owner upon final approval of the grant by URCDA or City Commission.
7. Eligible buildings shall have upon completion of project, a sustainable leak proof roofing system.
8. All projects shall comply with all applicable building codes.
9. All projects shall be completed within one year of the date that the grant is awarded. Any extension beyond one year must be requested by the owner and approved by the Urban Renewal and Community Development Agency (URCDA).
10. Proof of builders risk insurance must accompany each application.
11. Sketches, drawings, architectural plans, Photoshop renderings or other similar visuals that will provide the Main Street Design Committee and URCDA with sufficient information to evaluate the Improvements being proposed.
12. A sample board that shows proposed materials and finishes must accompany the application.
13. All projects funded by the USRG shall meet the following minimum required materials and finishes.
 - i. Walls/Interior: Interior should be of a "finished" quality. Materials should be exposed brick, finished plaster or smooth finished sheetrock with baseboard, crown and door moldings as appropriate to the design of the space.
 - ii.

Floors: Refinished or new installed hardwoods, cork, bamboo, minimum 8 mm laminates, floating or engineered floors, polished, stained or sealed concrete, ceramic tiles or stone in baths and kitchens. No vinyl flooring.

- iii. **Countertops:** Solid surface, stone, granite, sealed concrete, or stainless steel. No laminate.
- iv. **Appliances** should be new and energy-star rated.
- v. **Windows:** Windows should be treated according to the Secretary of Interior Standards and efforts should be made to make them as energy-efficient as possible.
- vi. **Hardware:** Faucets, cabinet hardware and light fixtures should be either of new and higher quality or be refurbished vintage fixtures of higher quality.

(Ord. No. 2014-8-8169, 8-12-14)

Sec. 34-155. - Administration.

(1) Staff.

(a) The Project Manager shall perform the following duties:

1. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the Program. The appropriate forms shall include, along with other data deemed appropriate, Upper Story Residential Grant Program application, verified proof of all ownership interests and financial qualifications.
2. Review the eligibility of the applicant based on the requirements of this article, review the data provided on the forms required as part of the application procedure and make a recommendation to the URCD.
3. Maintain a list of approved contractors based upon satisfactory references on past work performed.
4. Determine whether the proposed work to be performed meets the parameters of this article and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
5. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

(2) Funding.

- (a) The City of Paducah may make annual budgetary appropriation as it deems necessary to fund the Program established by this article and the administrative costs associated therewith.**

(Ord. No. 2014-8-8169, 8-12-14)

Sec. 34-156. - Procedures for making application, review and approval.

(1) Application.

- (a) Applications will only be accepted as funds are available. Third party construction estimates and proof of financial ability from a qualified financial institution will be required.**
- (b) Applications and other required forms shall be made available at the Department of Planning. Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.**

(2) Review.

- (a) The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.**
- (b) Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.**
- (c) Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right-of-way are being altered. The Design Committee shall make design recommendations to the applicant within 15 days of receipt of the application and forward the application to the URCD. If the design committee fails to review and forward the URCD within 15 days, the application will be forwarded directly to the URCD for review by the project manager.**
- (d) Upon a determination that the applicant is eligible under the Program, and no exterior modifications are being completed that are visible from the public right-of-way, the Project Manager shall forward the application to the Urban Renewal & Community Development Agency (URCD) for consideration.**

- (e) If multiple applications are received, the URCDCA will review rankings in accordance with the following criteria to determine applicant's eligibility.
 - 1. Total private investment of residential rehabilitation project 25%
 - 2. Contributing structure on the National Register of Historic Places 25%
 - 3. Rehabilitation in compliance with the National Parks Secretary of the Interiors Standards 25%
 - 4. Capital commitment of owner to rehabilitate remaining structure (façade, roof, retail space) 25%
 - f. URCDCA shall have the authority to approve all multi-unit projects that do not exceed \$60,000.00 in Upper Story Residential Grant funds. Projects in excess of \$60,000.00 of Upper Story Residential Investment Grant funds will be forwarded to the City Commission for approval.
 - g. Grant awards may be given based on availability of funds.
- (3) Reserved.
- (4) *Property Owners obligations upon grant approval from the City of Paducah.* Property Owner shall deliver to the Project Manager the following documents in fully executed form:
- (a) A duly executed construction contract between the Property Owner and the approved contractor outlining the rehabilitation work to be performed, the cost to be incurred, including an amount for retainage to assure the acceptable completion of the construction, and the time of performance. This contract must be reviewed by, and acceptable to the Project Manager.
 - (b) Any other documents which may be requested by the Project Manager upon approval.
- (5) *Disbursement of Grant.*
- (a) Subject to the terms and conditions hereinafter provided, the property owner shall be entitled to draw proceeds from the grant when 100 percent of rehabilitation work has been completed. Under no circumstance will funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:
 - 1. The Property Owner shall submit for the Project Manager's review a written request for reimbursement. The written request shall be signed by both the approved contractor and the Property Owner.
 - 2.

The Property Owner shall provide to Project Manager a certification executed by the approved contractor which shall certify the aforesaid costs incurred in the construction process have been paid in full.

3. The Property Owner shall provide to Project Manager Interim mechanics' or materialmen lien waivers to be executed by the approved contractor, subcontractors, materialmen and/or their employees or agents.
 4. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
 5. The Property Owner has complied with the terms of this article.
- (b) In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten business days following date of request remit directly to the approved applicant the permitted amount of draw.
- (c) In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at his discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the Property Owner and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the Property Owner and the approved contractor.
- (6) *Issuance of Certificate of Completion.* Following completion of the work, the Project Manager shall inspect the upper story residential units and certify whether or not the work has been satisfactorily completed. If the work is sufficient, a Certificate of Completion shall be issued.

(Ord. No. 2014-8-8169, 8-12-14)

Secs. 24-157—34-170. - Reserved.

AN ORDINANCE AMENDING CHAPTER 34 ARTICLE VIII, THE UPPER STORY RESIDENTIAL GRANT PROGRAM, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Sections 34-151 through 34-156, "Upper Story Residential Grant Program," of Chapter 34, Community Planning And Development of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

"Sec. 34-151. - Title.

This ordinance shall be known and may be cited as the "Upper Story Residential Grant Program (USRG)" Ordinance of the City of Paducah".

Sec. 34-152. - Purpose.

This article is intended to facilitate new residential units on the upper floors of new or existing structures by property owners developers within the Historic Downtown (Map #1). It will encourage the inhabitation of this unused space within the downtown area and serve as a catalyst to preserve the structures that give downtown Paducah its unique sense of place.

Sec. 34-153. - Definitions.

Project Manager. The Director of Planning or his designee.

Upper story residential rental unit. A self-contained housing unit that occupies only part of a building.

URCDA. Urban Renewal and Community Development Agency.

Sec. 34-154. - General provisions.

(1) *Eligibility.*

- (a) Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.
- (b) All property receiving the financial assistance under the Program shall be located within the Historic Downtown (Map #1).
- (c) Program parameters include:
 1. The USRG Program will target structures that have vacant upper stories or upper stories that are part of new construction.
 2. The grant portion of the project must be for the interior renovation of an existing building only or the construction of new upper story residential units.
 3. All required permits (i.e. zoning, building, etc.) must have been obtained and the property must be free of liens held by the City of Paducah and all property taxes must be paid.
 4. Third party construction estimates by a qualified contractor and owner's developer's proof of financial ability to complete the project will be required.
 5. Each grant shall not exceed 20 percent of the total upper story residential rental unit costs or 20 percent of building permit received from the City of Paducah Fire Prevention Division. A maximum of \$15,000.00 per upper story residential rental unit will be allocated. Upper story residential unit costs shall be determined. Each grant shall not exceed 20-percent of the total upper story residential rental

unit rehabilitation costs or 15-percent total upper story residential owner-occupied unit rehabilitation costs. A maximum of \$15,000 per upper story residential rental unit will be allocated.

6. A City of Paducah letter of financial commitment will be given to the owner developer upon final approval of the grant by URCDCA or City Commission.
7. Eligible buildings shall have upon completion of project, a sustainable leak proof roofing system.
8. All projects shall comply with all applicable building codes.
9. All projects shall be completed within one year of the date that the grant is awarded. Any extension beyond one year must be requested by the owner developer and approved by the ~~Urban Renewal and Community Development Agency (URCDCA)~~.
10. Proof of builders risk insurance must accompany each application.
11. Sketches, drawings, architectural plans, Photoshop renderings or other similar visuals that will provide the Main Street Design Committee and URCDCA with sufficient information to evaluate the improvements being proposed.
12. A sample board that shows proposed materials and finishes must accompany the application.
13. All projects funded by the USRG shall meet the following minimum required materials and finishes.
 - i. Walls/Interior: Interior should be of a "finished" quality. Materials should be exposed brick, finished plaster or smooth finished sheetrock with baseboard, crown and door moldings as appropriate to the design of the space.
 - ii. Floors: Refinished or new installed hardwoods, cork, bamboo, minimum 8 mm laminates, floating or engineered floors, polished, stained or sealed concrete, ceramic tiles or stone in baths and kitchens. No vinyl flooring.
 - iii. Countertops: Solid surface, stone, granite, sealed concrete, or stainless steel. No laminate.
 - iv. Appliances should be new and energy-star rated.
 - v. Windows: Windows should be treated according to the Secretary of Interior Standards and efforts should be made to make them as energy-efficient as possible.
 - vi. Hardware: Faucets, cabinet hardware and light fixtures should be either of new and higher quality or be refurbished vintage fixtures of higher quality.

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(1) *Staff.*

- (a) The Project Manager shall perform the following duties:
 1. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the Program. The appropriate forms shall include, along with other data deemed appropriate, Upper Story Residential Grant Program application, verified proof of all ownership interests and financial qualifications.
 2. Review the eligibility of the applicant based on the requirements of this article, review the data provided on the forms required as part of the application procedure and make a recommendation to the URCDCA.
 3. Maintain a list of approved contractors based upon satisfactory references on past work performed.
 4. Determine whether the proposed work to be performed meets the parameters of this article and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.

5. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

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- (a) The City of Paducah may make annual budgetary appropriation as it deems necessary to fund the Program established by this article and the administrative costs associated therewith.

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(1) *Application.*

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- (b) Applications and other required forms shall be made available at the Department of Planning. Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.

(2) *Review.*

- (a) The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.
- (b) Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.
- (c) Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right-of-way are being altered. The Design Committee shall make design recommendations to the applicant within 15 days of receipt of the application and forward the application to the URCDA. If the design committee fails to review and forward the URCDA within 15 days, the application will be forwarded directly to the URCDA for review by the project manager.
- (d) Upon a determination that the applicant is eligible under the Program, and no exterior modifications are being completed that are visible from the public right-of-way, the Project Manager shall forward the application to the Urban Renewal & Community Development Agency (URCDA) for consideration.
- (e) If multiple applications are received, the URCDA will review rankings in accordance with the following criteria to determine applicant's eligibility.
 1. Total private investment of residential rehabilitation project 25%
 2. Contributing structure on the National Register of Historic Places 25%
 3. Rehabilitation in compliance with the National Parks Secretary of the Interiors Standards 25%
 4. Capital commitment of ~~owner~~ developer to rehabilitate remaining structure (façade, roof, retail space) 25%
- f. URCDA shall have the authority to approve all multi-unit projects that do not exceed \$60,000.00 in Upper Story Residential Grant funds. Projects in excess of \$60,000.00 of Upper Story Residential Investment Grant funds will be forwarded to the City Commission for approval.
- g. Grant awards may be given based on availability of funds.

(3) *Reserved.*

(4) *Property Owners Developers obligations upon grant approval from the City of Paducah.* Property Owners Developers shall deliver to the Project Manager the following documents in fully executed form:

- (a) A duly executed construction contract between the Property Owners Developers and the approved contractor outlining the rehabilitation work to be performed, the cost to be incurred, including an amount for retainage to assure the acceptable completion of the

construction, and the time of performance. This contract must be reviewed by, and acceptable to the Project Manager.

(b) Any other documents which may be requested by the Project Manager upon approval.

(5) *Disbursement of Grant.*

(a) Subject to the terms and conditions hereinafter provided, the property *owners developers* shall be entitled to draw proceeds from the grant when 100 percent of rehabilitation work has been completed. Under no circumstance will funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:

1. The Property *Owners Developers* shall submit for the Project Manager's review a written request for reimbursement. The written request shall be signed by both the approved contractor and the Property *Owners Developers*.
2. The Property *Owners Developers* shall provide to Project Manager a certification executed by the approved contractor which shall certify the aforesaid costs incurred in the construction process have been paid in full.
3. The Property *Owners Developers* shall provide to Project Manager interim mechanics' or materialmen lien waivers to be executed by the approved contractor, subcontractors, materialmen and/or their employees or agents.
4. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
5. The Property *Owners Developers* has complied with the terms of this article.

(b) In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten business days following date of request remit directly to the approved applicant the permitted amount of draw.

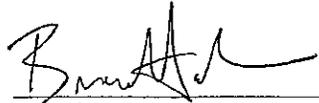
(c) In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at his discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the Property Owners Developers and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the Property *Owners Developers* and the approved contractor.

(6) *Issuance of Certificate of Completion.* Following completion of the work, the Project Manager shall inspect the upper story residential units and certify whether or not the work has been satisfactorily completed. If the work is sufficient, a Certificate of Completion shall be issued.

Secs. 24-157—34-170. - Reserved.”

SECTION 2. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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


MAYOR

ATTEST:


City Clerk

Introduced by the Board of Commissioners, February 21, 2017

Adopted by the Board of Commissioners, February 28, 2017

Recorded by Lindsay Parish, Administrative Assistant III, February 28, 2017

Published by *The Paducah Sun*, March 3, 2017

\\ord\plan\amend - upper story residential grant program

**Agenda Action Form
Paducah City Commission**

Meeting Date: 12 December 2017

Short Title: Kentucky Local Records Grant Program Application – Paducah Police Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Amy Travis, Adam Shull, Chief Brandon Barnhill

Presentation By: Brandon Barnhill

Background Information: The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah Police Department wishes to apply for a Kentucky Department for Libraries and Archives (KDLA) grant to digitize about 40 boxes worth of felony case files that state law requires to be stored for 80 years. The size of the boxes and files has created a lack of storage space and digitizing them will allow the paper files to be shred and discarded. Removal, shredding and disposal of the records will be some of the requirements of the bid package. The work to scan and digitize the binder will be competitively bid according to the city's and KDLA's guidelines (bid is attached). No match is required. The grant amount is dependent upon the bids received.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

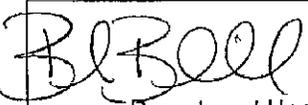
Funds Available:

Account Name:
Account Number:
Project Number:
CFDA:

Finance

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

Attachments: Bid package for scanning, microfilming, storing and discarding felony record files.

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A
KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE
KENTUCKY LOCAL RECORDS BRANCH FOR THE PADUCAH POLICE DEPARTMENT
TO BE USED TO DIGITIZE FELONY CASE FILES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application for a Kentucky Department for Libraries and Archives grant through the Kentucky Local Records Branch for the Paducah Police Department to be used to digitize felony case files. The amount of the grant is dependent upon the bids received by the City. 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, December 12, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 12, 2017
mo\grants\application- Ky Dept Libraries & Archives KDLA – Police

Agenda Action Form Paducah City Commission

Meeting Date: December 12, 2017

Short Title: **FINAL Revised 2016-2017 (FY2017) Budget Ordinance**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Stacey Young, Jonathan Perkins
Presentation By: Jonathan Perkins

Background Information:

This ordinance represents the *final* revised budget ordinance for the year 2016-2017 (FY2017).

The FY2017 budget must be adjusted to reflect all adjustments made throughout the fiscal year and any adjustments required by the independent financial auditors (year-end audit adjustments). The revised budget represents year-end housekeeping & clean up following the close of the fiscal year.

The City's CAFR (audit report) discloses the City's original adopted budget, revised final budget and actual expenditures for the fiscal year audited all in one place for full disclosure to the reader.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: NA
Account Number: NA


12/4/2017
Finance

Staff Recommendation:

Approve the final revised 2016-2017 (FY2017) Budget Ordinance

Attachments:

FY2017 Budget Ordinance (final)

Department Head	City Clerk	 City Manager
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<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 34,635,105
MAP	2,023,000
INVESTMENT	5,022,500
CDBG	209,000
E911	1,756,280
COURT AWARDS	30,750
DEBT	3,468,995
CIP	14,373,185
BOND FUND	8,350,000
SOLID WASTE	7,644,750
TRANSIENT BOAT DOCF	5,000
CIVIC CENTER	95,100
RENTAL	134,920
RADIO DEPR	2,435,840
FLEET	558,685
FLEET TRUST	2,058,250
SELF INSURANCE	1,237,105
HEALTH INS	3,773,000
AEPF/PFPF/TRSTS	<u>1,354,825</u>
	<u>\$ 89,166,290</u>

Clerk's Office

ORDINANCE NO. 2017-12- _____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, FINAL ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2016, THROUGH JUNE 30, 2017.

WHEREAS, an annual budget proposal has been prepared and delivered to the City Commission; and

WHEREAS, the City Commission has reviewed such proposed budget and made the necessary modifications.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The following estimate of revenues and resources is adopted as the City of Paducah, Kentucky Revenue Budget for Fiscal Year 2016-2017.

FY2017	GENERAL FUND (1000)	MUNICIPAL AID PROGRAM FUND (2300)	INVESTMENT FUND (2400)	CDBG FUND (2600)
SOURCES:				
CASH FROM FUND RESERVE	1,150,000	953,155		
REVENUES:				
PROPERTY TAXES	6,318,500			
LISC, PERMITS, OTHER TAXES	24,169,000	450,000	5,022,500	209,000
GRANTS, CONTRIBUTIONS	1,039,395			
FINES & FORFEITURES	105,000			
PROP RENTAL & SALES	418,620			
CHARGES FOR SERVICES	677,785			
INTEREST INCOME	100,000	6,000		
RECREATION, OTHER FEES	116,000			
MISCELLANEOUS	33,805			
TOTAL REVENUES	32,978,105	456,000	5,022,500	209,000
FUND TRANSFERS IN	507,000	613,845		
TOTAL SOURCES	34,635,105	2,023,000	5,022,500	209,000

FY2017	E911 FUND (2000)	COURT AWARDS FUND (2700)	GENERAL DEBT SERVICE FUND (3000)	CIP FUND (4000)
SOURCES:				
CASH FROM FUND RESERVE		4,550		
REVENUES:				
PROPERTY TAXES				
LISC, PERMITS, OTHER TAXES	630,000		649,720	5,487,300
GRANTS, CONTRIBUTIONS	506,770			
FINES & FORFEITURES		25,000		
PROP RENTAL & SALES			289,000	12,075
CHARGES FOR SERVICES			52,055	12,810
INTEREST INCOME	900	1,200		3,680
RECREATION, OTHER FEES				593,990
MISCELLANEOUS				
TOTAL REVENUES	1,137,670	26,200	990,775	6,109,855
FUND TRANSFERS IN	618,610		2,478,220	8,263,330
TOTAL SOURCES	1,756,280	30,750	3,468,995	14,373,185

FY2017	BOND FUND (4200)	SOLID WASTE FUND (5000)	TRANSIENT BOAT DOCK (53)	CIVIC CENTER FUND (5100)	RENTAL FUND (1100)	RADIO FUND (1200)
SOURCES:						
CASH FROM FUND RESERVE		3,110,750				749,230
REVENUES:						
PROPERTY TAXES LISC, PERMITS, OTHER TAXES						
GRANTS, CONTRIBUTIONS	8,350,000	27,000				
FINES & FORFEITURES						
PROP RENTAL & SALES		55,000		40,000	134,920	133,110
CHARGES FOR SERVICES		4,421,000				
INTEREST INCOME		28,000				3,500
RECREATION, OTHER FEES						
MISCELLANEOUS		3,000				
TOTAL REVENUES	8,350,000	4,534,000		40,000	134,920	136,610
FUND TRANSFERS IN			5,000	55,100		1,550,000
TOTAL SOURCES	8,350,000	7,644,750	5,000	95,100	134,920	2,435,840

FY2017	FLEET SERVICE FUND (7000)	FLEET TRUST FUND (7100)	INSUR FUND (7200)	HEALTH INS TRUST FUND (7300)	AEPF/PFF PENSION FUND (8000),(8100),(8400)
SOURCES:					
CASH FROM FUND RESERVE	6,330	1,118,285			307,710
REVENUES:					
PROPERTY TAXES LISC, PERMITS, OTHER TAXES					
GRANTS, CONTRIBUTIONS					
FINES & FORFEITURES					
PROP RENTAL & SALES	500	917,965			350,000
CHARGES FOR SERVICES	349,000		1,177,105	3,773,000	12,000
INTEREST INCOME		22,000			225,000
RECREATION, OTHER FEES					
MISCELLANEOUS	100				
TOTAL REVENUES	349,600	939,965	1,177,105	3,773,000	587,000
FUND TRANSFERS IN	202,755		60,000		460,115
TOTAL SOURCES	558,685	2,058,250	1,237,105	3,773,000	1,354,825

SECTION 2. The following sums of money are hereby appropriated for Fiscal Year 2016-2017.

FY2017	GENERAL FUND (1000)	MUNICIPAL AID PROGRAM FUND (2300)	INVESTMENT FUND (2400)	CDBG FUND (2600)
<u>APPROPRIATIONS:</u>				
GENERAL GOVERNMENT	1,578,045			
FINANCE	1,047,075			
INFORMATION SYSTEMS	678,830			
PLANNING	1,031,750			209,000
POLICE	9,585,295			
FIRE	8,188,480			
ENG/PUBLIC WORKS	4,083,085	2,023,000		
PARKS SERVICES	3,184,075			
CABLE AUTHORITY	112,710			
HUMAN RIGHTS	41,035			
ENGINEERING	1,217,255			
HUMAN RESOURCES	375,740			
INVESTMENT FUND			783,800	
DEBT SERVICE / E911				
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				
OTHER (PJC, LEAVE ACCRUAL)				
CASH CARRY FORWRD/RESRV			100,000	
FUND TRANSFERS OUT	3,511,730		4,138,700	
TOTAL APPROPRIATIONS	34,635,105	2,023,000	5,022,500	209,000

FY2017	E911 FUND (2000)	COURT AWARDS FUND (2700)	GENERAL DEBT SERVICE FUND (3000)	CIP FUND (4000)
<u>APPROPRIATIONS:</u>				
GENERAL GOVERNMENT				763,450
FINANCE				
INFORMATION SYSTEMS				
PLANNING				509,735
POLICE		30,750		299,605
FIRE				201,510
ENG/PUBLIC WORKS				7,273,895
PARKS SERVICES				944,345
CABLE AUTHORITY				
HUMAN RIGHTS				
ENGINEERING				
HUMAN RESOURCES				
INVESTMENT FUND				
DEBT SERVICE / E911	1,748,780		3,468,995	155,780
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				
OTHER (PJC, LEAVE ACCRUAL)				
CASH CARRY FORWRD/RESRV				2,152,030
FUND TRANSFERS OUT	7,500			2,072,835
TOTAL APPROPRIATIONS	1,756,280	30,750	3,468,995	14,373,185

FY2017	BOND FUND (42)	SOLID WASTE FUND (5000)	TRANSIENT BOAT DOCK (53)	CIVIC CENTER FUND (5100)	RENTAL FUND (1100)	RADIO FUND (1200)
APPROPRIATIONS:						
GENERAL GOVERNMENT						
FINANCE						2,435,840
INFORMATION SYSTEMS						
PLANNING						
POLICE						
FIRE						
ENG/PUBLIC WORKS					134,920	
PARKS SERVICES			5,000	95,100		
CABLE AUTHORITY						
HUMAN RIGHTS						
ENGINEERING						
HUMAN RESOURCES						
INVESTMENT FUND						
DEBT SERVICE / E911						
SOLID WASTE OPERATION		5,288,155				
FLEET MAINTENANCE						
PENSIONS						
OTHER (PJC, LEAVE ACCRUAL)						
CASH CARRY FORWRD/RESRV						
FUND TRANSFERS OUT						
	8,350,000	2,356,595				
TOTAL APPROPRIATIONS	8,350,000	7,644,750	5,000	95,100	134,920	2,435,840

FY2017	FLEET SERVICE FUND (7000)	FLEET TRUST FUND (7100)	INSUR FUND (7200)	HEALTH INS TRUST FUND (7300)	AEPF/PPFF PENSION FUND (8000),(8100),(8400)
APPROPRIATIONS:					
GENERAL GOVERNMENT					
FINANCE		2,058,250			300
INFORMATION SYSTEMS					
PLANNING					
POLICE					
FIRE					
ENG/PUBLIC WORKS					
PARKS SERVICES					
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES			1,187,605	3,773,000	
INVESTMENT FUND					
DEBT SERVICE / E911					
SOLID WASTE OPERATION					
FLEET MAINTENANCE	558,685				
PENSIONS					1,354,525
OTHER (PJC, LEAVE ACCRUAL)					
CASH CARRY FORWRD/RESRV			9,500		
FUND TRANSFERS OUT			40,000		
	558,685	2,058,250	1,237,105	3,773,000	1,354,825
TOTAL APPROPRIATIONS	558,685	2,058,250	1,237,105	3,773,000	1,354,825

SECTION 3. The City Manager and Finance Director will publish a budget document which reflects the funding priorities set by the City Commission during their budget workshops and which will be used to interpret the above appropriations on the City's website.

SECTION 4. The City does hereby adopt the following financial management policies:

A. The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted expenditures. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted expenditures. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$650,000.

B. The City Manager or designee is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Section 2.

C. Appropriations designated as Commission contingency shall be obligated upon approval by the City Commission by municipal order.

D. Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager, however, the City Commission shall be notified five calendar days prior to obligation of the expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager shall bring expenditure before the Commission for approval by municipal order, or not proceed.

E. City Manager shall assure that recurring revenues and resources are greater than or equal to recurring expenditures.

F. The City Manager has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation.

G. As new vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All rolling stock is owned by the City's Fleet Lease Trust Fund.

H. The City will maintain a self insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.

I. The City will continue to maintain the Appointive Employees Pension Fund (AEPF) in a fully funded status through sound financial management and/or annual General Fund transfers as designated in the budget document. The AEPF may be combined with the PFPF should it be determined, by the Finance Director, that such a combination is administratively more effective and/or financially prudent.

J. In fiscal year 2006, the City issued a General Obligation Bond for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis; however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving a new unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.

K. The City will provide to all eligible employees up to a \$727.00 per month credit (for the months of July - December 2016) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2017, this monthly credit may be adjusted by the City Commission as recommended by the City Manager or his designee.

L. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund will be funded with a 1/2 cent increase in the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment and property tax relief.

M. Oak Grove Cemetery (PF0048) project will be funded in the following manner: 20% of all cemetery lot sales, and 5% of all cemetery crypt sales will be credited to the project. Proceeds are to be used solely for the general care, maintenance, and embellishments of the cemetery.

SECTION 5. Finance Director is responsible for maintaining current table of Estimated Revenues in Section 1 and Appropriation of Funds in Section 2 and to provide a copy to the City Clerk.

If during the course of the year the City Commission adopts Ordinances to anticipate new revenues or to make new appropriations, the Finance Director will update these Tables and provide a copy to the City Clerk.

SECTION 6. This ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara Sanderson, City Clerk

Introduced by the Board of Commissioners, December 12, 2017
Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara Sanderson, City Clerk, December __, 2017
Published by The Paducah Sun,

Agenda Action Form Paducah City Commission

Meeting Date: 12/12/2017

Short Title: Amend Budget Ordinance to Correct Clerical Error

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammara Sanderson, City Clerk
Presentation By: Tammara Sanderson, City Clerk

Background Information:

The ordinance adopted on November 28 transferred \$25,000 from the General Fund fund reserves to the Transient Boat Dock Fund. When in actuality the ordinance language should have stated transfer monies from the Transient Boat Dock Fund fund reserves to the Transient Boat Dock Fund.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Amend Ordinance No. 2017-11-8503

Attachments: Ordinance No. 2017-11-8503

Department Head	City Clerk	 City Manager
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AN ORDINANCE AMENDING ORDINANCE NO. 2017-11-8503, ENTITLED, "AN ORDINANCE AMENDING ORDINANCE NO. 2017-06-8487, ENTITLED, 'AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017, THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT'"

WHEREAS, the FY2018 Budget Ordinance No. 2017-06-8487 was amended on November 14, 2017; and

WHEREAS, a clerical error was made in Section 1, bullet point 2; and

WHEREAS, it is necessary to make a correction so monies can be re-appropriated.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Ordinance No. 2017-11-8503 is hereby amended to read as follows: "That the annual budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018, Ordinance No. 2017-06-8487, be amended by the following re-appropriations:

- Transfer \$320,000 from Solid Waste Fund fund reserves to the Solid Waste Fund (5000)
- Transfer \$25,000 from ~~General Fund~~ Transient Boat Dock Fund fund reserves to Transient Boat Dock Fund (5300)
- Transfer \$52,000 from General Fund fund reserves to General Government -- General Fund (1000)
- Transfer \$72,000 from Fleet Lease Trust Fund fund reserves to Fleet Lease Trust Fund (7100)"

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 12, 2017
Adopted by the Board of Commissioners, December 19, 2017
Recorded Tammara S. Sanderson, City Clerk, December 19, 2017
Published by The Paducah Sun, _____
\\ord\finance\budget correction 2017-18 - Dec 2017

Agenda Action Form

Paducah City Commission

Meeting Date: December 19, 2017

Short Title: Paducah Human Rights Commission – Ordinance Repeal and Replace

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

The Paducah Human Rights Commission was created by Municipal Ordinance in 1968 for the purpose of safeguarding individuals through the establishment of certain classes of discrimination in the community from which residents can bring forward and file discrimination complaints for investigation and determination by the Commission. The HRC maintains an office in City Hall with staffing that included part time Secretary as well as an Executive Director position that has alternated over the years between full time, part time, and unfilled. The Board is currently comprised of nine members, and it meets monthly to review and make determinations upon complaints of discrimination. Activities associated with receiving and investigation of complaints have been conducted at both the Board and staff level, and the Board is also empowered to require cessation of violations as well as issue remedial orders. The Paducah HRC has also conducted advocacy programs focused around residents' rights in the several defined areas of discrimination.

Over the past several months, the operation of the Human Rights Commission has come under review for its ability to effectively and correctly manage these responsibilities. Additionally, consideration has been given to whether the present Ordinance covers all forms of discrimination that the community values. This has resulted in the need to repeal the existing Ordinance in favor of a new Ordinance that reflects desired additions to discriminatory categories as well as changes to administrative functions and procedures.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

The attached Ordinance repeals the existing Ordinance and replaces it with an Ordinance that contains the following substantive changes:

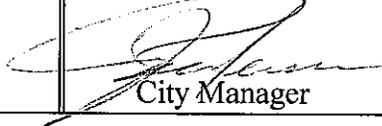
1. The addition of Age and Gender Identity and Sexual Orientation to the list of unlawful discriminatory practices that are safeguarded by the Ordinance.
2. A Human Rights Commission comprised of five members (reduction from nine members).
3. Complaints made to Commission regarding race, color, religion, sex, age, familial status, handicap, or national origin must be filed with the Kentucky Commission on Human Rights where all functions and duties associated with the disposition of the complaint will be conducted.

4. Complaints associated with a grievance or unlawful practice relating to gender identity or sexual orientation will be filed with the Paducah Human Rights Commission, following which notification will be made to the City Manager's Office and the investigation will be conducted by the HRC with assistance from corporation counsel as necessary.
5. The HRC is obligated to conduct programs to educate the public and to promote equality for all through community partnerships.
6. There is no provision for the position of Executive Director.

Recommend to the City Commission to repeal the existing Ordinance and pass the proposed new Ordinance.

Attachments:

Ordinance

Department Head	City Clerk	 City Manager
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CITY OF PADUCAH
ORDINANCE NO. 2017 – 12 – _____

**AN ORDINANCE REPEALING CHAPTER 58 OF THE CODE OF
ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY AND
REPLACING IT IN ITS ENTIRETY**

WHEREAS, this Ordinance will repeal and supersede Chapter 58 of the *Code of Ordinances of the City of Paducah, Kentucky*, which governs Human Relations; and

WHEREAS, this Ordinance will replace this chapter with a new Chapter 58, which will read as described below;

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

SECTION A. Chapter 58 of the Code of Ordinances shall read as follows:

ARTICLE I. IN GENERAL

Section 58-1. –Purpose and general policy.

It is the purpose and policy of the city to safeguard all individuals within the city from discrimination because of race, color, religion, age, familial status, handicap, sex-~~or~~, national origin, gender identity, or sexual orientation in connection with employment, places of public accommodation, and housing, thereby to protect their interest in personal dignity and freedom from humiliation, to make available to the city their full productive capacities, to secure the city against strife and unrest which would menace its democratic institutions, and to further the interests, rights, and privileges of all individuals within the city.

Section 58-2. –Definitions.

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

_____ Age. Age forty (40) years and over.

_____ Commission. The city Human Rights Commission.

_____ Commissioner. A member of the Commission.

_____ Discrimination. Any direct or indirect act or practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial or any other act or practice of differentiation or preference in the treatment of a person or persons because of race, color, religion, familial status, handicap, sex-~~or~~, national origin, gender identity, or sexual orientation, or the aiding, abetting, inciting, coercing or compelling thereof.

Employee. An individual employed by an employer, but does not include an individual employed by his parents, spouse or child, or an individual employed to render services as a domestic in the home of the employer.

Employer. A person who has eight or more employees within the state in each of 20 or more calendar weeks in the current or preceding calendar year and an agent of such a person.

Employment agency. A person regularly undertaking with or without compensation to procure employees for an employer or to procure for employees opportunities to work for an employer, and includes an agent of such person.

Financial institution. A bank, banking organization, mortgage company, insurance company, or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed or acting on behalf of any of these.

Gender identity. Manifesting a gender identity not traditionally associated with one's biological or psychological maleness or femaleness.

Housing accommodation. Includes improved and unimproved property and means a building, structure, lot or part thereof which is used or occupied, or is intended, arranged or designed to be used or occupied, as the home or residence of one or more individuals.

Labor organization. A labor organization and an agent of such an organization, including an organization of any kind, an agency or an employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and a conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization.

Person. Includes one or more individuals, labor unions, joint apprenticeship committees, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, or other legal or commercial entity.

Place of public accommodation, resort or amusement. Includes any place, store or other establishment, either licensed or unlicensed, which supplies goods or services to the general public or which solicits or accepts the patronage or trade of the general public or which is supported directly or indirectly by government funds, except that:

- (1)-A private club is not a place of public accommodation, resort or amusement if its policies are determined by its members and its facilities or services are available only to its members and their bona fide guests; and
- (2)-"Place of public accommodation, resort or amusement" does not include beauty shops or barber shops as defined in KRS 317.410 nor a rooming or boarding house containing not more than five rooms for rent or hire and which is within a building occupied by the

proprietor as his residence, nor establishments catering exclusively to men or women only which do not otherwise violate a state or federal law prohibiting such discrimination.

Real estate broker or real estate sales-person. An individual, whether licensed or not, who, on behalf of others, for a fee, commission, salary, or other valuable consideration, or who with the intention or expectation of receiving or collecting the same, lists, sells, purchases, exchanges, rents or leases real estate, or the improvements thereon, including options, or who negotiates or attempts to negotiate on behalf of others a loan secured by mortgage or other encumbrance, upon a transfer of real estate, or who is engaged in the business of charging an advance fee or contracting for collection of a fee in connection with a contract whereby he undertakes to promote the sale, purchase, exchange, rental or lease of real estate through its listing in a publication issued primarily for such purpose; or an individual employed by or acting on behalf of any of these.

Real estate operator. Any individual or combination of individuals, labor unions, joint apprenticeship committees, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees in bankruptcy, receivers or other legal or commercial entity, the county or any of its agencies, that is engaged in the business of selling, purchasing, exchanging, renting or leasing real estate, or the improvements thereon, including options, or that derives income, in whole or in part, from the sale, purchase, exchange, rental or lease of real estate; or an individual employed by or acting on behalf of any of these.

Real property. Includes buildings, structures, real estate, lands, tenements, leaseholds, cooperatives, condominiums, and hereditaments, corporeal and incorporeal, or any interest in the above.

Sexual orientation. An individual's actual or imputed heterosexuality, homosexuality or bisexuality.

Section 58-3. –Penalty.

Whoever violates any provision of this chapter shall, in addition to any and all other remedies set forth herein, be subject to the maximum fine and/or imprisonment amounts permitted to be imposed by this city under all applicable state and/or federal law.

~~Sections 58-4—58-30.—Reserved.— are hereby reserved.~~

ARTICLE II. –HUMAN RIGHTS COMMISSION^[H]

Section 58-31. –Established.

- (a) As used in this article, the word "Commission" shall mean the Human Rights Commission established by this article.
- (b) There is hereby established a city Human Rights Commission.

Section 58-32. –Composition; appointment, term and compensation of members.

_____ (a)——_The Commission shall be composed of ~~nine~~ five members. The members shall be appointed by the Mayor, subject to the approval of the Board of Commissioners, who shall select persons who are as nearly as possible representative of the several social, economic, religious, cultural, ethnic and racial groups which comprise the population of the Greater Paducah Area. In addition, each member shall be a resident of the Greater Paducah Area.

_____ (b)——_No elected or appointed official of the city or of the county may be a member of the Commission.

~~(c)——_Effective immediately, three of the members of the Commission appointed to office in 1979 shall serve for a term of one year, three of the members of the Commission appointed to office in 1979 shall serve for terms of two years, and three of the members of the Commission appointed to office in 1979 shall serve for terms of three years. Upon expiration of the aforesaid appointments, each~~ (c) Upon the effective date of this Ordinance, all persons who are currently serving as members of the Commission shall be deemed to be reappointed to complete their present term of service. Each member appointed thereafter shall serve for a term of three years. Upon a vacancy occurring, the Mayor, subject to the approval of the Board of Commissioners, shall appoint a member to complete the unexpired term.

_____ (d)——_Members of the Commission shall serve without compensation, but, subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed their necessary expenses attendant upon their duties.

Section 58-33. –Officers.

_____ (a)——_The Mayor shall designate one of the members of the Human Rights Commission as Chairperson, who shall serve as Chairperson at the pleasure of the Mayor.

_____ (b)——_The Commission shall elect a Secretary, a Treasurer, and such other officers, except the Chairperson designated by the Mayor, as it shall deem necessary.

Section 58-34. –Committees.

_____The Chairperson of the Human Rights Commission shall appoint such committees as the rules of the Commission shall provide and such other special committees from time to time as the Commission may deem necessary in order to carry out the purposes of this article.

Section 58-35. - Office space and other facilities.

_____The Mayor is authorized to allocate adequate office space and to provide the necessary facilities in the City Hall for the Human Rights Commission, if such office space and facilities are available.

Section 58-36. –Meetings; quorum.

- (a) The Human Rights Commission shall meet as often as it deems necessary, but it shall meet not less than once each month.
- (b) The Commission shall have the power to adopt rules to govern its proceedings. The meetings of the commission shall be opened or closed to the public as ~~it may deem best in its discretion~~ as permitted by the Kentucky open meetings laws.
- (c) A quorum of the Commission shall consist of a majority of the members appointed to the Commission.

Section 58-37. –Powers and duties.

- (a) *General duties.* The Human Rights Commission shall endeavor to promote and secure mutual understanding and respect among all economic, social, ethnic, religious, and racial groups in the city, including those representing gender identity and sexual orientation, and shall act as conciliator in controversies involving intergroup and interracial relations. The Commission shall cooperate with federal and state agencies and other city agencies in an effort to develop harmonious intergroup and interracial relations and shall endeavor to enlist the support of civic, religious, labor, industrial, and commercial groups and civic leaders dedicated to the improvement of intergroup and interracial relations and the elimination of discriminatory practices.
- (b) *Outreach Duties.* The Commission shall regularly conduct, in conjunction with other entities, programs to educate the public about their services and to promote equality for all through community partnerships.
- (c) ~~Receipt of eomplaints; investigations; hearings~~ Complaints; conduct of studies; additional powers.

- (1) The Commission shall receive complaints, regarding race, color, religion, national origin, sex, familial status, age, or disability, and shall facilitate the filing of such complaints with the Kentucky Commission on Human Rights or such other applicable state or federal agency, which agency shall be delegated all duties and powers with respect to investigating, conciliating, hearing, determining, ordering, or otherwise acting as to any matter regarding those type of claims.

The Commission shall receive complaints regarding gender identity and sexual orientation, and shall conduct investigations, hold hearings, ~~make studies and have such studies made as will enable~~ issue remedial orders, after notice and hearing, requiring cessation of the discriminatory activity. In conducting these duties, the Commission ~~to carry out the purposes of this article.~~

- (1)(2) (2) ~~—~~ The Commission shall have the power to compel the attendance of witnesses and production of evidence before it by subpoena issued by the Circuit Court of McCracken County.
- e. ~~Issue remedial orders, after notice and hearing, requiring cessation of violation.~~
- (2)(3) d. ~~—~~ The Commission shall conduct studies or have such studies conducted as will enable the Commission to carry out the purposes of this article.

(4) After consultation with the City Manager's office, it may utilize the offices of corporation counsel and other agents as are necessary to carry out the duties and powers of the Commission.

(d) Recommendations to Mayor and Board of Commissioners. The Commission shall recommend to the Mayor and to the Board of Commissioners any legislation necessary to accomplish the purposes of this article.

(e) Acceptance of grants and donations. The Commission, on behalf of the city, may accept grants and donations from foundations and others for the purpose of carrying out its functions.

Section 58-38. - Budget; expenditures.

(a)—The Human Rights Commission shall prepare annually a budget for the ensuing fiscal year, and shall submit the budget to the Mayor and the Board of Commissioners for their approval. The Commission shall prepare and submit the budget no later than March 15 of each year.

(b)—All budgetary expenditures shall be authorized by the Commission. The Treasurer shall approve operational expenditures, and he shall make a semiannual financial report to the Commission. Copies of such semiannual financial report shall be sent to the Mayor and the Board of Commissioners.

Section 58-39. –Assistance by other departments; requests for information.

(a)—~~The services of all departments of the city shall be made available to the Human Rights Commission upon its request for services.~~

(b)—Information in the possession of any department, board, or agency of the city ~~shall~~ may be furnished to the Commission upon its request, and to the extent permitted by law. Upon the refusal of the director or head of any department, board, or agency of the city to furnish any information which has been requested by the Commission, the matter shall be referred to the Mayor, who shall determine whether such information shall be furnished to the Commission, and the decision of the Mayor shall be final.

Section 58-40. –Annual report.

The Human Rights Commission shall submit an annual report on March 1 of each year to the Mayor and to the Board of Commissioners.

Section 58-41. –Enforcement of orders.

(a) The proceeding for enforcement of a Human Rights Commission order is regarding discrimination based on gender identity or sexual orientation shall be initiated by filing a complaint in the Circuit Court. Copies of the complaint shall be served upon all parties of record within 30 days after the filing of the complaint by the Commission, or within such further time as the court may allow, and the Commission shall transmit to the Court the original or a certified copy of the entire record upon which the order is based, including the transcript of testimony or as otherwise may be stipulated by all parties to the proceeding and as established by KRS 344.340 and the rules of civil procedure.

Secs. (b) The proceeding for enforcement of orders regarding race, color, religion, national origin, sex, familial status, age, or disability shall be as established by the applicable agency to which the complaint is delegated.

Sections 58-42—58-60.—Reserved.— are hereby reserved.

ARTICLE III. —EQUAL EMPLOYMENT OPPORTUNITIES

Section 58-61. —Unlawful employment practices.

_____ (a) — It is an unlawful practice for an employer:

- (1) To fail or refuse to hire, or to discharge, any individual, or otherwise discriminate against an individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such ~~individual's~~ individual's race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation; or
- (2) To limit, segregate, or classify his an employee in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of such ~~individual's~~ individual's race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.

_____ (b) — It is an unlawful practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, an individual because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identify, or sexual orientation, or to classify or refer for employment an individual on the basis of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin-, gender identity, or sexual orientation.

_____ (c) — It is an unlawful practice for a labor organization:

- (1) To exclude or to expel from its membership, or otherwise to discriminate against, a member or applicant for membership because of his or her race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.
- (2) To limit, segregate, or classify its membership, or to classify or fail or refuse to refer for employment an individual, in any way which would deprive or tend to deprive an individual of employment opportunities, or otherwise adversely affect his or her status as an employee or as an applicant for employment, because of the individual's race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.
- (3) To cause or attempt to cause an employer to discriminate against an individual in violation of this section.

_____ (d) — It is an unlawful practice for an employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against an individual because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation in admission to, or employment in, any program established to provide apprenticeship or other training.

_____ (e) — It is an unlawful practice for an employer, labor organization, or employment agency to print or publish or cause to be printed or published a notice or advertisement relating

to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination based on race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, sex, age, or national origin when religion, sex, age, or national origin is a bona fide occupational qualification for employment.

- (f) Nothing herein shall be construed to prevent an employer from:
- (1) Enforcing a written employee dress policy; or
 - (2) Designating appropriate restroom and shower facilities.

Section 58-62. –Exceptions.

Notwithstanding any other provision of this chapter, it shall not be an unlawful practice for:

_____(1)——_An employer to hire and employ employees, or an employment agency to classify or refer for employment an individual, for a labor organization to classify its membership or to classify or refer for employment an individual, or for an employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retaining programs to admit or employ an individual in any such program on the basis of religion, sex, age, or national origin when religion, sex, age, ~~or~~ national origin, gender identity, or sexual orientation is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise.

_____(2)——_A religious corporation, association, or society to employ an individual on the basis of religion to perform work connected with the carrying on by the corporation, association, or society of its religious activity.

_____(3)——_A school, college, university, or other educational institution is in whole or substantial part owned, supported, controlled or managed by a particular religious corporation, association, or society, or if the curriculum of the school, college, university, or other educational institution is directed toward the propagation of a particular religion, and the choice of employees is calculated by such organization to promote the religious principles for which it is established and maintained.

_____(4)——_An employer to apply different standards of compensation, or different terms, conditions, or privileges of employment, pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production, or to employees who work in different locations, provided that such differences are not the result of an intention to discriminate because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation, nor is it an unlawful practice for an employer to give and to act upon the results of any professionally developed ability test provided that such test, its administration or action upon the results is not designed, intended or used to discriminate because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.

(b) The provisions of Section 58-62 in regard to sexual orientation or gender identity shall not apply to a religious institution, or to an organization operated for charitable or educational purposes, which is operated, supervised, or controlled by a religious corporation, association, or society.

~~Sec. 58-63. Preferential treatment not required.~~

~~Nothing contained in this article requires an employer, employment agency, labor organization, or joint labor management committee subject to this chapter to grant preferential treatment to an individual or to a group because of the race, color, religion, familial status, handicap, sex, age, or national origin of the individual or group on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, familial status, handicap, sex, age, or national origin employed by an employer, referred or classified for employment by an employment agency or labor organization, admitted to membership or classified by a labor organization, or admitted to, or employed in, an apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, familial status, handicap, sex, age, or national origin in the state or a community, section, or other area, or in the available work force in the state or a community, section or other area.~~

~~Secs. 58-64—58-80. Reserved. are hereby reserved.~~

ARTICLE IV. —PLACES OF PUBLIC ACCOMMODATION

Section 58-81. —Unlawful discriminatory practices.

~~_____ (a) — Except as otherwise provided in this chapter, it is an unlawful practice for a person to deny an individual the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation, resort, or amusement as defined in ~~section 58-2,~~ section 58-2, on the grounds of race, color, religion, familial status, handicap, sex, age, ~~or national origin,~~ gender identity, or sexual orientation.~~

~~_____ (b) — It is an unlawful practice for a person, directly or indirectly, to publish, circulate, issue, display, or mail, or cause to be published, circulated, issued, displayed, or mailed, a written, printed, oral, or visual communication, notice, or advertisement, which indicates that the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation, resort, or amusement will be refused, withheld, or denied an individual on account of race, color, religion, familial status, handicap, sex, age, ~~or national origin,~~ gender identity, or sexual orientation or that the patronage of, or presence at, a place of public accommodation, resort, or amusement of an individual on account of race, color, religion, familial status, handicap, sex, age, ~~or national origin,~~ gender identity, or sexual orientation is objectionable, unwelcome, unacceptable, or undesirable.~~

~~_____ (c) This section shall not apply with regards to sex and gender identity to the following:~~

- ~~(1) Restrooms, shower rooms, bathhouses, and similar facilities which are, by their nature, distinctly private;~~
- ~~(2) YMCA, YWCA and similar dormitory-type lodging facilities;~~
- ~~(3) The exemptions contained in the definitions of place of public accommodation, resort, or amusement as set forth in section 58-2;~~
- ~~(4) Hospitals, nursing homes, schools, childcare facilities, jails, penal or similar facilities with respect to any requirement that men and women not be in the same room.~~

~~Sections 58-82—58-100. Reserved. are hereby reserved.~~

ARTICLE V. –FAIR HOUSING

Section. 58-101. –Unlawful housing practices.

~~It is an unlawful practice for a real estate operator, or for a real estate broker, real estate salesperson, or an individual employed by or acting on behalf of any of these, to:~~

Except as otherwise provided herein, it shall be a prohibited unlawful practice:

~~(1) Refuse To refuse to sell, purchase, exchange, rent, or lease, or otherwise deny to or withhold real property~~any housing accommodation from an individual a person because of his or her race, sex, age, color, religion, familial status, handicap or, sex, age, national origin, gender identity, or sexual orientation;

~~(2) Discriminate To discriminate against an individual a person because of that person's race, sex, age, color, religion, familial status, handicap or, sex, age, national origin in the, gender identity, or sexual orientation in terms, conditions, or privileges of the sale, purchase, exchange, rental, or lease of real property,any housing accommodation or in the furnishing of the facilities or services in connection therewith;~~

~~(3) Refuse To refuse to receive or transmit or negotiate a bona fide offer to sell, purchase, exchange, rent, or lease real property~~any housing accommodation from an individual or to a person because of his or her race, sex, age, color, religion, familial status, handicap or, sex, age, national origin, gender identity, or sexual orientation;

~~(4) Refuse To represent to negotiate a person that any housing accommodation is not available for the inspection, sale, purchase, exchange, rental, or lease of real property to an individual when in fact it is so available because of that person's race, sex, age, color, religion, familial status, handicap or, sex, age, national origin;~~

~~(5) Represent to an individual that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or to refuse to permit an individual to inspect real property because of race, sex, age, color, religion, familial status, handicap, gender identity, or national origin; sexual orientation.~~

Section 58-102. –Exceptions.

~~(a) Nothing in section 58-101 shall apply to:~~

~~(1) (1) The rental of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or a member of his family resides in one of the housing accommodations;~~

~~(2) (2) The rental of one room or one rooming unit in a (portion of a) housing accommodation by an individual (the occupant of the housing accommodation or by the owner of the housing accommodation) if he or a member of his family resides therein; or~~

~~(3) (3) A religious institution, or an organization operated for charitable or educational purposes, which is operated, supervised or controlled by a religious corporation, association or society, to the extent that the religious corporation, association, or society limits or gives preference in the sale, lease, rental,~~

assignment, or sublease of real property to individuals of the same religion, or makes a selection of buyers, tenants, lessees, assignees, or sublessees, that is calculated by such religious corporation, association, or society to promote the religious principles for which it is established or maintained.

_____(b)____—Nothing in this chapter shall be construed to affect the legal rights of a private individual homeowner to dispose of his property through private sale without the aid of any real estate operator, broker or salesperson, and without advertising or public display.

_____(c)____—Nothing in this article shall require a real estate operator to negotiate with any individual who has not shown evidence of financial ability to consummate the purchase or rental of a housing accommodation.

Section 58-103. —Unlawful financial practices.

~~It is an unlawful practice for a financial institution or an individual employed by or acting on behalf of a financial institution:~~

- ~~(1) To discriminate against an individual because of the race, color, religion, sex, age, familial status, handicap or national origin of the individual or the present or prospective owner, tenant or occupant of the real property, or of a member, stockholder, director, officer, employee, or representative of any of these, in the granting, withholding, extending, modifying or renewing the rates, terms, conditions, privileges or other provisions of financial assistance or in the extension of services in connection therewith; or~~
- ~~(2) To use a form of application for financial assistance or to make or keep a record or inquiry in connection with applications for financial assistance which indicates, directly or indirectly, a limitation, specification, or discrimination as to race, color, religion, sex, age, familial status, handicap or national origin or an intent to make such a limitation, specification, or discrimination as to race, color, religion, sex, age, familial status, handicap or national origin or an intent to make such a limitation, specification or discrimination.~~

Sec. 58-104. —Violations committed as agent for another.

It shall be no defense to a violation of this article by a real estate operator, real estate broker, real estate salesperson, financial institution, or other person subject to the provisions of this article that the violation was requested, sought or otherwise procured by a person not subject to the provisions of this article.

~~Sections 58-105—104 - 58-130. —Reserved. are hereby reserved.~~

ARTICLE VI. —ADMINISTRATION AND ENFORCEMENT^[2].

Section 58-131. —Conspiracy to violate chapter.

It shall be an unlawful practice for a person, or for two or more persons, to conspire:

_____(1)____—To retaliate or discriminate in any manner against a person because he has opposed a practice declared unlawful by this chapter, or because he has made a charge, filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding, or hearing under this chapter; or

_____(2)——_To aid, abet, incite, compel, or coerce a person to engage in any of the acts or practices declared unlawful by this chapter; or

_____(3)——_To obstruct or prevent a person from complying with the provisions of this chapter or any order issued thereunder; or

_____(4)——_To resist, prevent, impede, or interfere with the city Human Rights Commission, or any of its members or representatives, in the lawful performance of duty pursuant to the Code of Ordinances of the city.

Section 58-132. –Complaint procedure.

~~(a) The city Human Rights Commission shall have the power and duty to enforce the provisions of this chapter.~~

~~(b) An individual claiming to be aggrieved by an unlawful practice, or a member of the Commission,~~

(a) An individual claiming to be aggrieved by an unlawful practice relating to race, color, religion, sex, age, familial status, handicap or national origin may seek the Commission’s assistance in contacting the Kentucky Commission on Human Rights, or such other applicable state or federal agency with which a complaint may be filed. The complaint must be filed within six months after the alleged unlawful practice occurred. Upon such filing, the Kentucky Commission on Human Rights, or other applicable state or federal agency will be delegated all functions, duties, and powers with respect to investigating, conciliating, hearing, determining, ordering, certifying, reporting, or otherwise acting as to any work, business, or matter regarding such claim.

(b) An individual claiming to be aggrieved by an unlawful practice relating to gender identity or sexual orientation may file with the Commission a written (sworn) complaint stating that an unlawful practice has been committed, setting forth the facts upon which the complaint is based, and setting forth the facts sufficient to enable the Commission to identify the person(s) charged (respondent(s)). The complaint must be filed within six months after the alleged unlawful practice occurred.

- ~~(1) (c) The~~Upon filing of the complaint, the Commission, or its designated committee, shall make a prompt and full investigation of each complaint.
- ~~(2) (d) If it is determined that there is no probable cause to believe that the respondent is engaged in an unlawful practice, the Commission shall issue an order dismissing the complaint-~~
- ~~(3) (e) If it is determined, after investigation, that there is probable cause to believe the respondent has engaged in an unlawful practice, the Commission shall endeavor to eliminate the alleged unlawful practice by conference, conciliation, and persuasion. The terms of the conciliation agreement reached with the respondent may require him to refrain from the~~Commission~~commission~~ of unlawful discriminatory practices in the future and make such further provisions as may be agreed upon between the Commission and the respondent. Except for the terms of the conciliation agreement, neither the Commission nor any officer or employee thereof shall make public, without the written consent of the complainant and the respondent, information concerning efforts in a particular case to eliminate an unlawful practice by conference, conciliation, or persuasion, whether or not there is a determination of probable cause or a conciliation agreement.

- (4) ~~(f)~~—In any case of failure to eliminate the alleged unlawful practice by means of conference, conciliation, and persuasion, the Commission shall hold a public hearing to determine whether or not an unlawful practice has been committed. The Commission shall serve upon the respondent a statement of the charges made in the complaint and a notice of the time and place of the hearing. The hearing shall be held not less than ten days after the service of the statement of charges. The respondent shall have the right to file an answer, to appear at the hearing in person or be represented by an attorney, and to examine and cross-examine witnesses. A determination of probable cause shall in no way create a presumption of a violation.
- (5) ~~(g)~~—If three-fourths of the Commissioners attending a duly constituted hearing determine that the respondent has engaged in an unlawful practice, the Commission shall state its findings of fact and conclusions of law and shall issue an order requiring the respondent to cease and desist from the unlawful practice. If the Commission fails to determine that the respondent has engaged in an unlawful practice, the Commission shall so state and shall issue an order dismissing the complaint.
- (6) ~~(h)~~—In connection with an investigation of a complaint filed under this ~~section~~subsection, the Commission or its designated representatives at any reasonable time may request access to the premises, records, and documents relevant to the complaint and the right to examine, photograph, and copy evidence, but all such evidence not otherwise presented at a public hearing shall be of a confidential nature.
- (7) ~~(i)~~—Where a real estate broker or a real estate salesperson has failed to comply with any order issued by the Commission or has been found to have committed an unfair housing practice in violation of this chapter, the Commission shall notify in writing the president of the local real estate board of the failure to comply or of the violation.

Ses.

Sections 58-133—58-150.—Reserved.—are hereby reserved.

~~ARTICLE VII. —GRIEVANCE PROCEDURES~~

~~58-151. —Administration.~~

~~The administration of these procedures and related federal and state regulations shall be the responsibility of the Section 504/ADA Administrator of Paducah.~~

~~58-152. —Grievance procedures for discrimination based on disability status.~~

~~(a) —Any person (employee or citizen) who believes that he has been subjected to discrimination as prohibited by the Federal Revenue Sharing program regulations and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, may personally, or by a representative, file a complaint with the office of the Mayor. A person who has not personally been subjected to discrimination may also file a complaint.~~

~~(b) —When any person, (citizen, applicant, or employee) believes he or she has been adversely affected by an act or decision by the city, and that such act or decision was based on disability status, he or she shall have the right to process a complaint or grievance in accordance with the following procedure.~~

- ~~(1) Step 1. An aggrieved person must submit a written statement to the Section 504/ADA Administrator setting forth the nature of the discrimination alleged and facts upon which the allegation is based.~~
- ~~(2) Step 2.~~
- ~~a. The Section 504/ADA Administrator shall contact the complainant no later than 15 days after receiving the written statement to establish an informal meeting with the objective of resolving the matter informally. However, in no case shall the informal meeting be conducted sooner than five days nor more than 45 days after receiving the written statement.~~
- ~~b. There shall be prepared a written documentary of the discussions at the informal meeting which shall be preserved in the records of the city.~~
- ~~(3) Step 3. Within 15 days of the informal meeting, if no decision has been made by the city or the decision of the city does not satisfy the complainant, he or she may request a hearing with the Board of Commissioners by submitting a written request to the city.~~
- ~~(4) Step 4.~~
- ~~a. In thus discussing the grievance, the complainant may designate any person of his choice to appear with him and participate in the discussion. The Board of Commissioners shall require the Section 504/ADA Administrator to participate in the discussion of the grievance when it is brought before the Board of Commissioners. The Board of Commissioners shall issue a written decision on the matter within 15 days, and the decision shall be the final procedure for the complainant at the local level.~~
- ~~b. There shall be prepared a written documentary of the discussion at the hearing, which shall be preserved in the records of the city.~~

~~58-153—58-170. Reserved.~~

~~ARTICLE VIII. AFFIRMATIVE ACTION~~

~~58-171.—Affirmative action plan adopted.~~

- ~~(a) The city adopts Ordinance No. 90-7-4477, which is the affirmative action plan for equal opportunity for the city, as if fully set forth herein. (Ord. No. 90-7-4477, 3-13-90)~~
- ~~(b) The city adopts section 3 of the affirmative action plan for equal employment opportunity for the city. (Ord. No. 91-6-4621, 6-11-91)~~

SECTION B. Effective Date. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS 424.

SECTION C. Repeal of Ordinances. Upon the publication and on the effective date of this ordinance, the following Chapter shall be repealed in its entirety and superseded with this Ordinance: Chapter 58.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, December 12, 2017

Adopted by the Board of Commissioners, _____, 2017

Recorded by City Clerk, _____, 2017

Published by *The Paducah Sun*, _____, 2017

Ord\58-Human Rights Ordinance – Repeal & Replace