



**CITY COMMISSION MEETING
AGENDA FOR JUNE 11, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

INTRODUCTION OF NEW EMPLOYEES LaMiira Askew - Administrative Assistant II in the Parks & Recreation Department

PROCLAMATION "Lemonade Saturday" - Suzanne Clinton & Susan Baier

PRESENTATION Mayor's Intern Program and Paducah Pathfinders Recognition - Maddie Kerr, Addie Rogers, Lanie Miller, Rebekka Walker, Katie Franklin

PRESENTATION Out Paducah - Kiesha Curry & Nancy Hughes

PRESENTATION American Municipal Power, Inc. (AMP) Scholarship Check Presentation - Harry Phillips

PRESENTATION Joint Sewer Agency CPI-U Rate Adjustment Public Testimony- John Hodges

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>CONSENT AGENDA</u>
	A. Approve Minutes for May 21 & 28, 2019
	B. Receive & File Documents
	C. Personnel Actions
	D. Sale of Surplus Property at 2901 Virginia Street for \$350.00 - T TRACY
	E. Sale of Surplus Property at 625 North 6th Street for \$500.00 - T TRACY
	F. Sale of Surplus Property at 1737 Martin Luther King Jr. Dr. for \$400.00 - T TRACY
	G. Sale of Surplus Property at 440 Kinhead Street for \$350.00 - T TRACY
	H. Sale of Surplus Property at 2106 Yeiser Street for \$1,500.00 - T TRACY

		I. Approval of application for CDBG Recovery Center grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health - M TOWNSEND
		J. Approve an Amendment to the Professional Services Agreement with Gardner Engineering & Consulting for Kresge Building Demolition Bid Package located at 318 Broadway by Increasing Construction Amount by \$8,942.62 increasing the total contract to \$40,942.62 - G CHERRY
		K. 2019-2020 Kentucky Household Hazardous Waste Grant Acceptance in the amount of \$25,500 - M TOWNSEND
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Approve a budget amendment in the amount of \$80,000 for the Bob Leeper Bridge Project - J PERKINS
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Budget Amendment to move General Fund Reserve funds in the amount of \$750,000 to the Ohio River Shoreline Reconstruction Project - R MURPHY
		B. City of Paducah, Kentucky's Fiscal Year 2019-2020 Budget Adoption - J PERKINS
		C. Amend Code of Ordinances Section 2-660 related to the Small Purchase Plan - J ARNDT
		D. Approve a Sublease between the Seamen's Church Institute and the Waterways Journal - J ARNDT
		E. Approve an Amended and Restated Sublease between Seamen's Church Institute and American Bureau of Shipping - J ARNDT
	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>

May 21, 2019

At a Called Meeting of the Board of Commissioners, held on Tuesday, May 21, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Commissioner McElroy gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

MOTION(S)

TABLE INTRODUCTION OF ORDINANCE AMENDING CHAPTER 58-HUMAN RELATIONS

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Ordinance introduced by the Board of Commissioners on May 14, 2019, entitled, "AN ORDINANCE AMENDING CHAPTER 58 "HUMAN RELATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY," which was introduced to amend the Human Relations Chapter of the Paducah Code of Ordinances to include the following as Section 58-133: "A private business owner shall not be forced to violate his or her sincerely held religious beliefs," be tabled.

Tabled on call of the roll, yeas, Abraham, McElroy, Wilson, Watkins and Mayor Harless (5).

ORDINANCE INTRODUCTION(S)

AMEND CHAPTER 58-HUMAN RELATIONS

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance, entitled, "AN ORDINANCE AMENDING CHAPTER 58 "HUMAN RELATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: This ordinance amends the Human Relations Chapter of the Paducah Code of Ordinances to include the following as Section 58-133: "A private business owner, individual, or non-profit shall not be forced to violate his or her sincerely held religious beliefs."

ADJOURN

Mayor Harless offered motion, seconded by Commissioner McElroy, to adjourn the meeting. All in favor.

Meeting ended at approximately 5:33p.m.

ADOPTED: June 11, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

May 28, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, May 28, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Wilson gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

ADDITIONS/DELETIONS

City Manager Arndt requested that Item III (B) Amend Human Relations Ordinance – Abraham be removed from the Agenda.

PROCLAMATION

Gun Violence Awareness

Mayor Harless presented a proclamation for Gun Violence Awareness to Christa Dubrock and Nancy Holm.

PRESENTATIONS

Legislative Update

Senator Danny Carroll and State Representative Randy Bridges gave a legislative update on what is happening in Frankfort.

VFW Family Freedom Festival

Cindy Toon invited the public to attend the Family Freedom Festival sponsored by the Veterans of Foreign War. The event will be held June 29 at 1727 Washington Street.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. Commissioner Wilson asked that Item I(E) – Approve Short Form Agreement with HDR be removed for separate discussion. Mayor Harless asked the City Clerk to read the items on the Consent Agenda.

I(A)	Minutes for the May 14 & 15, 2019 City Commission Meetings
I(B)	Receive & File Documents <u>Minute File:</u> 1. Called Meeting Notice – May 15, 2019 2. Certificate of Liability Insurance – Beltline Electric Co., Inc. 3. Certificate of Liability Insurance – Strategic Communications 4. Certificate of Liability Insurance – QC Communications, Inc. 5. Right-of-Way Bond – QC Communications, Inc. <u>Contract File:</u> 1. Engagement Agreement – Amendment No. 1 between City of Paducah and Moss & Barnett (cable television franchise) 2. Interlocal Agreement with McCracken County for Fire and Rescue Services

May 28, 2019

	(MO #2222)
I(C)	Personnel Actions
I(D)	Appointment of Glen Denton, jointly with the McCracken County Fiscal Court to the Paducah-McCracken County Convention and Visitors Bureau to replace Glen Anderson who has resigned. This term shall expire December 31, 2020.
I(E)	A MUNICIPAL ORDER AUTHORIZING AND APPROVING A SHORT FORM AGREEMENT BETWEEN THE CITY OF PADUCAH AND HDR ENGINEERING, INC. IN AN AMOUNT OF \$65,200 FOR PROFESSIONAL SERVICES RELATED TO GRANT WRITING, BENEFIT COST ANALYSIS AND ENVIRONMENTAL ASSESSMENT FOR THE FY19 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION REMOVED FROM CONSENT AGENDA AND ADOPTED SEPERATELY
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHs) FOR FUNDS IN THE AMOUNT OF \$97,000, FOR AN AIRPORT TERMINAL ACCESS CONTROL SYSTEM FOR THE BARKLEY REGIONAL AIRPORT, TO EXECUTE THE KENTUCKY PROCUREMENT POLICY AND ALL OTHER DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS (MO # 2239 BK 11)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHs) FOR FUNDS IN THE AMOUNT OF \$350,000, FOR AN EOD ROBOT FOR THE PADUCAH POLICE DEPARTMENT'S FBI CERTIFIED BOMB SQUAD, TO EXECUTE THE KENTUCKY PROCUREMENT POLICY AND ALL OTHER DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS (MO # 2240 BK 11)
I(H)	A MUNICIPAL ORDER SETTING THE 800 MHz RADIO SYSTEM CUSTOMER USER UNIT RATES FOR CITY AND NON-CITY USERS (MO # 2241 BK 11)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF MICROSOFT EXCHANGE 2019 AND MICROSOFT OFFICE 2019 FROM SHI, INC., IN AN AMOUNT OF \$87,938.92 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO # 2242 BK 11)

Mayor Harless offered motion, seconded by Commissioner McElroy, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

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MUNICIPAL ORDER

APPROVE SHORT FORM AGREEMENT WITH HDR ENGINEERING

Mayor Harless offered motion, seconded by Commissioner Wilson that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND APPROVING A SHORT FORM AGREEMENT BETWEEN THE CITY OF PADUCAH AND HDR ENGINEERING, INC. IN AN AMOUNT OF \$65,200 FOR PROFESSIONAL SERVICES RELATED TO GRANT WRITING, BENEFIT COST ANALYSIS AND ENVIRONMENTAL ASSESSMENT FOR THE FY19 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION”

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(MO #2243 BK 11)

RESOLUTION

The Mayor offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Resolution entitled, “A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING THE CIVIC BEAUTIFICATION BOARD’S FUNDRAISING EFFORTS FOR THE RESTORATION OF THE FOUNTAIN FEATURE IN THE PADUCAH CITY HALL.”

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(MO BK 11)

PUBLIC COMMENTS

Landee Bryant, Stephen James, Yvonne Gray, Dawn Joyce, Robert Strong, Curtis Grace, Mary Byrne, Richard Nelson, Norma Vanlandingham, Barney McNeill, Jennifer Smith, Kevin Gaunce, Mitzi Kirkwood, Audra Romay, Sara and Claire Evitts, Jennifer Smith, Marianne Evers, Lea Wentworth, David Appold, Laura Petrie, and Nancy Hughes all spoke regarding the Amendment to the Human Rights Ordinance.

ORDINANCE(S) – ADOPTION

AMEND CHAPTER 58 TO REFERENCE KENTUCKY RELIGIOUS FREEDOM RESTORATION ACT

Mayor Harless offered motion, seconded by Commissioner Watkins that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 58 “HUMAN RELATIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY,” This ordinance is summarized as follows: This ordinance amends the Human Relations Chapter of the Paducah Code of Ordinances to include the following as Section 58-133: “It is the intent of the City Commission that all sections of this Ordinance shall be interpreted in a manner consistent with KRS 446.350, which provides as follows: ‘Government shall not substantially burden a person’s freedom of religion. The right to act in a manner motivated by a sincerely held religious belief may not be substantially burdened unless the government proves by clear and convincing evidence that it has a compelling governmental interest in infringing the specific act or refusal to act and has used the least

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restrictive means to further that interest. A “burden” shall include indirect burdens such as withholding benefits, assessing penalties, or an exclusion from programs or access to facilities’.”

Adopted on call of the roll, yeas, McElroy, Watkins, Wilson, Mayor Harless(4) nays Abraham (1).
(ORD 2019-5-8575, BK 35)

ORDINANCE – INTRODUCTION

Commissioner McElroy offered Motion, seconded by Commissioner Abraham, to introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2018-06-8537, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT’.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, Ordinance No. 2018-06-8537, be amended by the following re-appropriation:

- Transfer \$80,000 from the FY2019 General Fund to the Bob Leeper Bridge Project

DISCUSSIONS

City Clerk Lindsay Parish gave a presentation about A New Day Initiative and Permitting Solutions. A copy of the presentation can be found in the minute file. The following is an excerpt from meeting highlights by Public Information Officer Pam Spencer:

New Day Initiative and Permitting Solutions

City Clerk Lindsay Parish provided an overview to the Board of Commissioners of the New Day Initiative with includes solutions to improve the permitting process for the public. A New Day is the title of a group of initiatives developed by an internal taskforce of Parish, Fire Chief Steve Kyle, and Business Systems Analyst Emma Shaw. In November 2018, the taskforce began reviewing the City’s internal permitting processes to determine improvements to become more customer friendly for citizens and businesses. The three key areas of focus are communication, consistency, and culture. Parish said, “The experience people have with the city impacts how they feel toward their community as a whole.”

One of the main changes is the creation of a new department dedicated to enhancing customer experience. The Customer Experience Department will be led by Parish with the addition of three existing employees who will be stationed at the entrance of City Hall. This department will have the responsibilities of helping the public obtain a permit, gathering citizen feedback, conducting follow-up calls and meetings, and working to make sure people feel appreciated. The mission of the Customer Experience Department is as follows: to revolutionize Paducah by placing citizens at the center of every decision. Parish then outlined the Department’s five values: accessible information, fostering empathy, open communication, supporting journeys, and citizens at the center. Mayor Brandi Harless said, “I love your phase about what can the government look like with citizens at the center.”

Parish then spent time explaining some of the permitting solutions that the taskforce

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recommends. Parish said that permitting is inherently complex and is arguably the most challenging aspect of local government for cities across the nation. It spans multiple departments, multiple fields of expertise and multiple code sections, and has no centralized champion. Some of the initiatives that will be implemented to improve the permitting process in Paducah are as follows:

- *Kick-Start Meetings (beginning this July): Great projects start with bringing the right people together early in the process to answer questions, set clear expectations, and assist individuals and businesses who are starting a new project.*
- *User's Guide (expected completion in September): A user's guide is a great way to share consistent information that encompasses the entire permitting process instead of looking for the information that may be spread across different departments or multiple webpages.*
- *Certificate of Occupancy Celebrations (beginning this July): Obtaining a certificate of occupancy is one of the last steps when launching a new business. Certificate of Occupancy Celebrations will be launched to celebrate and help promote new businesses.*
- *New Technology Implementation: The City is looking to implement an electronic plan submittal software call Bluebeam which will allow individuals and businesses to submit their plans online instead of having to physically bring them into City Hall. Plus, it will enhance and speed up the internal review process. The City is expecting to launch the electronic plan software this summer. The City also is looking at another software system called OpenCounter that will provide the public an online step-by-step process for project implementation and permitting. An implementation date for OpenCounter has not been determined.*

Parish ended the presentation with a request for the public to help the City by providing feedback on these new initiatives and suggestions of other ways to improve our processes. City Manager Jim Arndt said that an event will be held June 28 to celebrate the launch of the New Day initiatives. Arndt said, "We want the community come out and visit with us and realize that change has occurred." Stay tuned for more details about the event.

COMMENTS

CITY MANAGER COMMENTS

- Kickoff of "New Day Initiative" is June 28.
- Paducah is Alive For Summer: Transient Dock is now open, Noble Park Pool opened Memorial Day weekend, Farmers Market is open, Paducah Chief's home opener is Friday night, Summer Concert Series will begin soon in about a week and a half.

BOARD OF COMMISSIONERS COMMENTS

Mayor and all Commissioners made positive comments about the New Day Initiative. Everyone thanked Lindsay Parish and the staff that has been involved in this.

PUBLIC COMMENTS

May 28, 2019

Marianne Evers spoke about the Storm Water Infrastructure Fee

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Abraham, to adjourn the meeting. All in favor.

Meeting ended at approximately 7:40 p.m.

ADOPTED: June 11, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

June 11, 2019

Minute File:

1. Notice of Called Meeting of the Board of Commissioners of the City of Paducah - May 21, 2019
2. Certificate of Liability Insurance – Burnett Homes, LLC
3. Certificate of Liability Insurance – Herring Construction Inc.

Contract File:

1. Contract For Services – Arthur Rozzi Pyrotechnics for July 4, 2019 fireworks (CM signed)

Financials File:

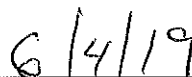
1. Paducah Water Works – For month ended April 30, 2019

CITY OF PADUCAH
June 11, 2019

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
June 11, 2019

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

GENERAL - GOVERNMENT

<u>GENERAL - GOVERNMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Fry, Harrison D	City Manager Intern	\$10.00/Hr.	NCS	Non-Ex	June 6, 2019

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>EMERGENCY COMMUNICATION SRVCS</u>					
Quinn, Courtney E.	Telecommunicator \$21.95/Hr.	Acting Shift Supervisor \$24.95/Hr	NCS	Non-Ex	May 30, 2019
<u>GENERAL - GOVERNMENT</u>					
Shaw, Emma	Business Systems Analyst \$27.31/Hr.	Business Systems Analyst \$28.13/Hr.	NCS	Non-Ex	June 20, 2019

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

PARKS SERVICES

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Milan, Terry	Park Ranger	Resignation	May 31, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Sale of Surplus Property at 2901 Virginia Street for \$350.00 - **T TRACY**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Tammara Tracy

Background Information: This action would determine that the property located at 2901 Virginia Street is surplus property and authorize the transfer of the vacant lot to the best evaluated bid. Legal advertising and posting on the property was done in accordance with City Code. Four Bids were submitted.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): I-9 Downsize the City's ownership in real estate

Funds Available: Account Name:

Account Number:

Staff Recommendation: Determine that the property is surplus, accept the bid of \$350.00 submitted by Jonathan Seth and Tabitha Hope Manea, and transfer the property to Paducah Habitat for Humanity subject to the review and approval by the Director of Planning of the final site plan, elevations and construction plans of any home that would be located on the property.

Attachments:

1. Municipal Order
2. Virginia 2901- Transfer Report

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2901 VIRGINIA STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JONATHAN SETH AND TABITHA HOPE MANEA IN THE AMOUNT OF \$350.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 2901 Virginia Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 9, 2019, and four (4) bids were received and opened on April 29, 2019; and

WHEREAS, the City desires to accept the bid of Jonathan Seth and Tabitha Hope Manea who proposes to purchase the property and donate it to Paducah Habitat for Humanity (PHH) for the 2020 build.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 2901 Virginia Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Jonathan Seth and Tabitha Hope Manea in the amount of \$350.00 for the purchase of real property located at 2901 Virginia Street subject to the review and approval by the Director of Planning of the final site plan, elevations and construction plans of any home that would be located on the property.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019

Recorded by Lindsay Parish, City Clerk, June 11, 2019
\mo\prop sale-2901 Virginia Street



STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-152 JUNE 11, 2019

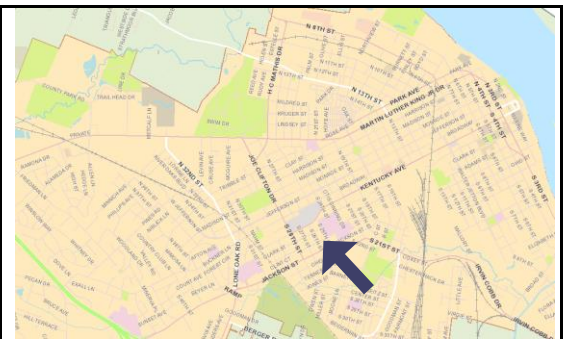
General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

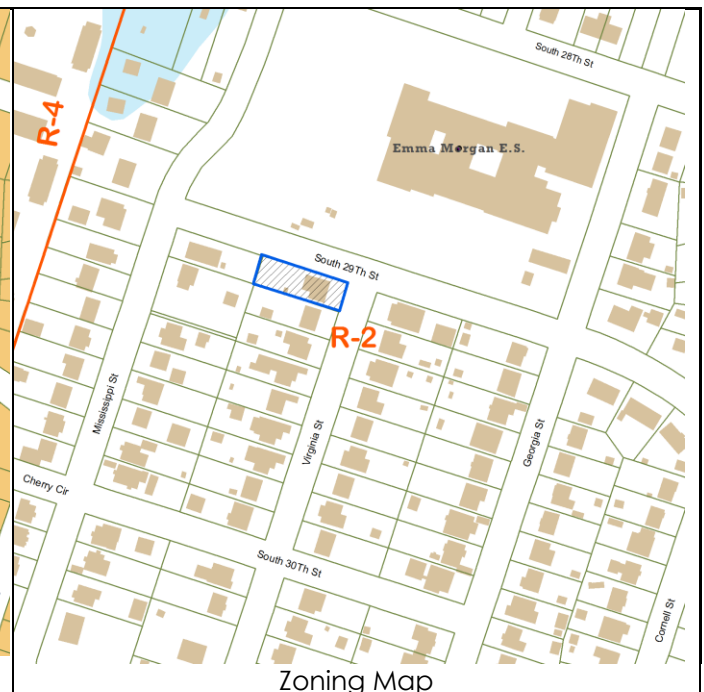
ADDRESS	2901 Virginia Street
CASE NO.	SOA 2019--152
SIZE OF PROPERTY	50' by 150' approx.
IMPROVEMENTS	None
ZONING	R-2 (Residential)
COMPREHENSIVE PLAN	Neighborhood Conservation
FLOODPLAIN	Protected by Levee



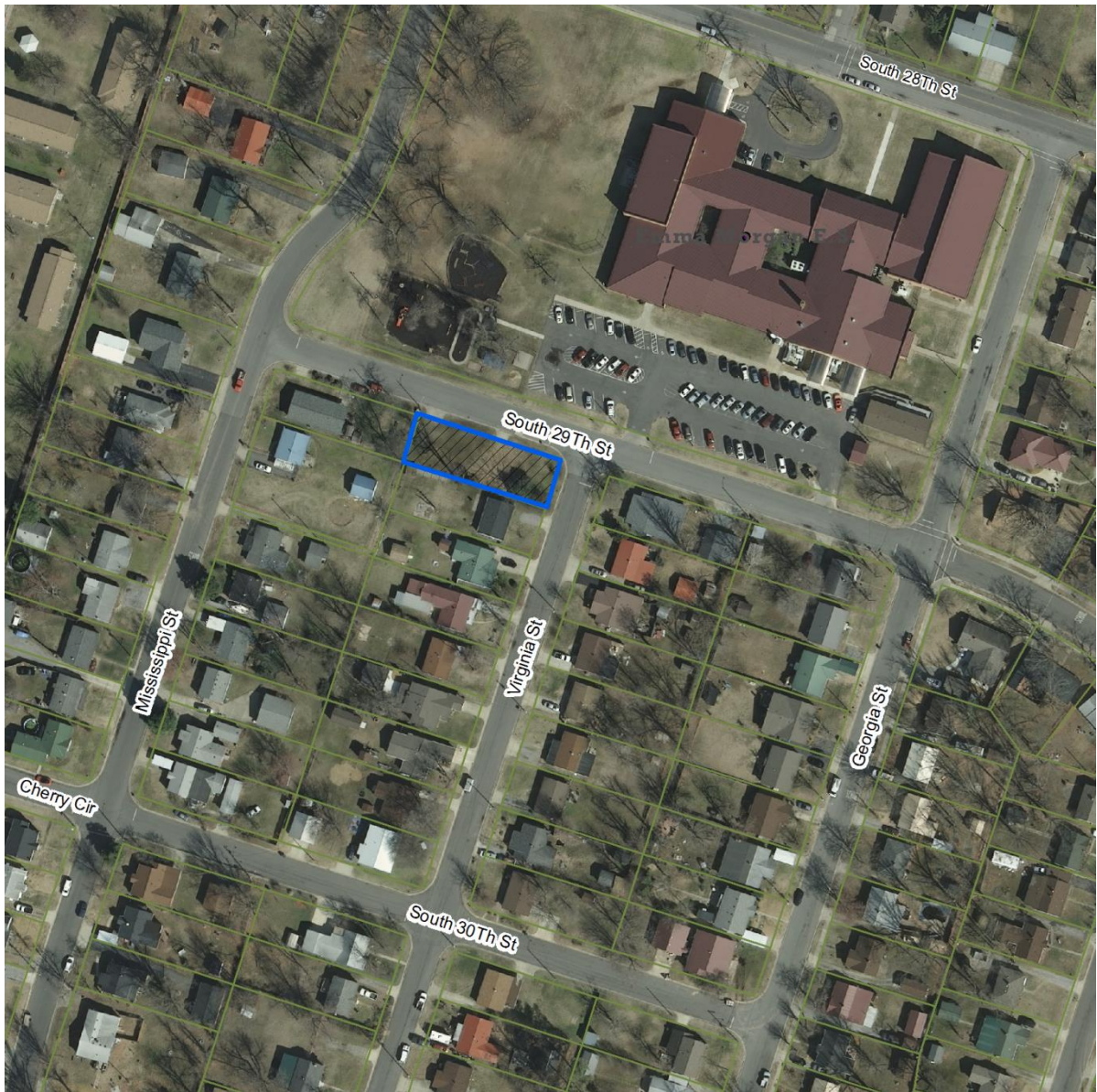
General Vicinity Map



Comprehensive Land Use Plan



Zoning Map



Aerial – 2901 Virginia St is outlined & crosshatched

Acquisition of the Property

The house originally on this lot was demolished in 2012 at a cost of \$1,950.00. It was acquired by the City on Jan. 9, 2018. The City had no specific plans for the lot at the time of acquisition.

Disposition of the Property

It is typically in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs. The lot is of a typical residential size and configuration and is located in an established residential neighborhood. The Comprehensive Plan recommends Neighborhood Conservation, which is residential development that is compatibly designed and configured to complement the existing neighborhood.

Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on April 9, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on April 29, 2019. Notice was also posted on the property requesting sealed bids. Four bids were submitted.

BID #1	Jonathan Seth and Tabitha Hope Manea	Bid Amount: \$350
	Proposal to purchase the property and donate it to Paducah Habitat for Humanity (PHH) for the 2020 build. Brenda Langlois, Executive Director of PHH, indicates by letter that if the bid is accepted, PHH would build a 3 or 4 bedroom house on the property. The design would be similar to the home being constructed at 2114 Jackson Street with a front porch and landscaping including at least one tree. Proposed Investment would be \$60,000-\$75,000.	
BID #2	Gary N. Carson	Bid Amount: \$3,000
	Only an offer of \$3,000 for the property. Incomplete bid: No proposed investment, no plans, no proof of financial ability, no landscaping proposed, and no timeline.	
BID #3	Terry Jones	Bid Amount: \$400
	Proposal to locate a modular home on the lot in a year to live in. Incomplete Bid: No plans, no proof of financial ability, no landscaping proposed.	
BID #4	Don Bryant	Bid Amount: \$600
	Proposal is to build a home. The stated investment would be \$50,000. Incomplete Bid: No plans, no proof of financial ability, no landscaping proposed, no timeline.	

Staff Recommendation

The property is a typical residential lot located across the street from Emma Morgan Elementary School. Infill development is generally always preferred and encouraged; however, it is important that development occurs in a manner compatible with the area and upholds the positive aspects of the existing development pattern. Particularly since this lot is at an entrance into this neighborhood. Consequently, any new development should be reviewed for basic compatibility, e.g. door orientation, roof pitch, porches.

Bids submitted by Gary N. Carson, Terry Jones and Don Bryant were all incomplete bids.

Therefore, it is recommended to **determine that the property is surplus, accept the bid of \$350.00 submitted by Jonathan Seth and Tabitha Hope Manea, and transfer the property to Paducah Habitat for Humanity** subject to the review and approval by the Director of Planning of the final site plan, elevations and construction plans of any home that would be located on the property.

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Sale of Surplus Property at 625 North 6th Street for \$500.00 - **T TRACY**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Tammara Tracy

Background Information: This action would determine that the property located at 625 North 6th Street is surplus property and authorize the transfer of the vacant lot to the best evaluated bid. Legal advertising and posting on the property was done in accordance with City code. Four bids were submitted.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): I-9 Downsize the City's ownership in real estate

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Therefore, it is recommended to determine that the property is surplus, accept bid #2 for \$500 and transfer the property to Riffle C. and Karen F. Turner subject to the following:

1. All plans shall obtain HARC approval.
2. Planting of at least one over-story shade tree.
3. Inclusion of a clause in the deed stating that the property would revert back to the City if the project is not substantially completed within 2 years.

Attachments:

1. Municipal Order
2. 625 N 6th - Transfer Report

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 625 NORTH 6TH STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF RIFFLE C. & KAREN F. TURNER IN THE AMOUNT OF \$500.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 625 North 6th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 9, 2019, and four (4) bids were received and opened on April 29, 2019; and

WHEREAS, the City desires to accept the bid of Riffle C. & Karen F. Turner who propose to purchase the property to construct a single-family residence on the lot.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 625 North 6th Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Riffle C. & Karen F. Turner in the amount of \$500.00 for the purchase of real property located at 625 North 6th Street subject to the following:

1. All plans shall obtain HARC approval.
2. Planting of at least one over-story shade tree.
3. Inclusion of a clause in the deed stating that the property would revert back to the City if the project is not substantially completed within 2 years.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019

Recorded by Lindsay Parish, City Clerk, June 11, 2019

\mo\prop sale-625 North 6th Street



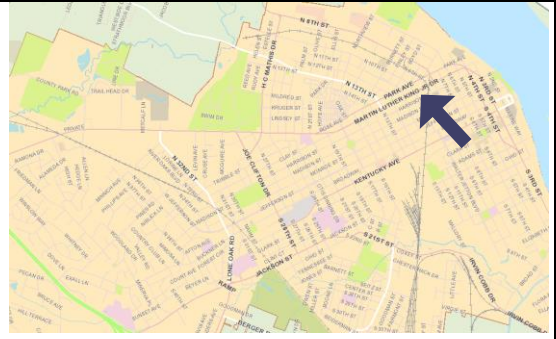
STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-154 JUNE 11, 2019

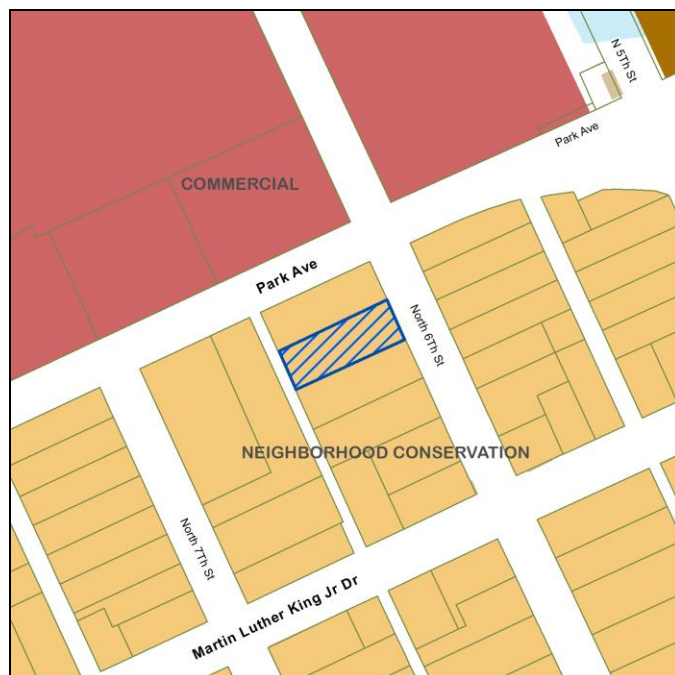
General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

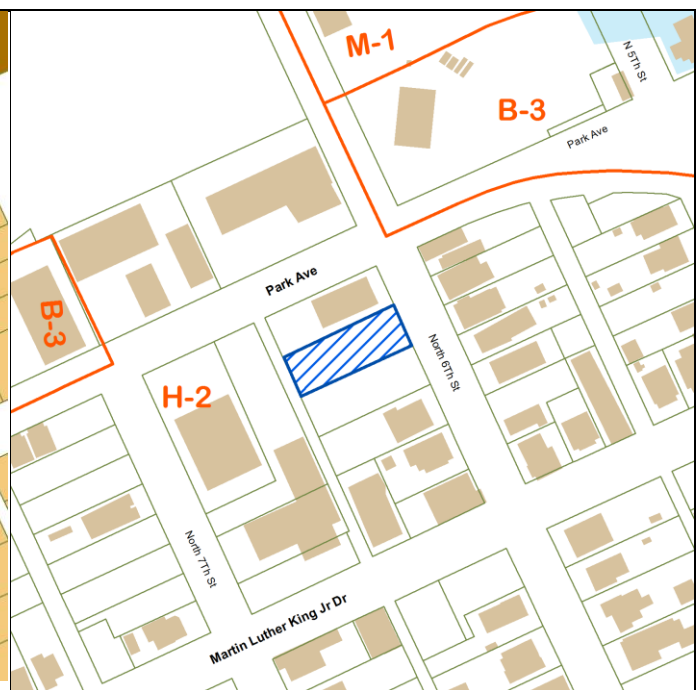
The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

ADDRESS	625 North 6 th Street	 General Vicinity Map
CASE NO.	SOA 2019--154	
SIZE OF PROPERTY	57' by 165' approx.	
IMPROVEMENTS	None	
ZONING	H-2 (Historic Neighborhood)	
COMPREHENSIVE PLAN	Neighborhood Conservation	
FLOODPLAIN	Protected by Levee	



Comprehensive Land Use Plan



Zoning Map



Aerial – 625 North 6th Street is outlined & cross-hatched

Acquisition of the Property

This lot was acquired by Urban Renewal and Community Development Agency in April 2004 to be marketed with the Lower Town Revitalization and Artist Relocation Programs. When the Artist Relocation Program was moved to Main Street the property was transferred to Main Street (June 2009) and then to the City of Paducah August 2013.

Disposition of the Property

This lot is located in the Lower Town redevelopment area of which significant resources have been allocated. It is the last lot that is owned by the City in Lower Town. The Comprehensive Plan recommends Neighborhood Conservation. While it is typically in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back

on the tax rolls and eliminating the maintenance and liability costs, property in a designated redevelopment area must be compatibly designed and configured to complement the existing neighborhood and meet the recommendations of the Comprehensive Plan and redevelopment strategy.

Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on April 9, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on April 29, 2019. Notice was also posted on the property requesting sealed bids. Four bids were submitted.

BID #1	Greg Freeman	Bid Amount: \$1110
	Proposal to maintain the property and possibly development in the future in cooperation with the City and local planners. Bidder owns the adjacent property. No proposed investment included in the proposal.	
BID #2	Riffle C. and Karen F. Turner	Bid Amount: \$500
	Proposal to construct a single-family residence of approximately 1600 square feet with a 2-car detached garage, front porch, rear deck and courtyard. Landscaping includes dogwoods and a fountain in the front yard. Two year construction period. Proposed Investment: \$200,000	
BID #3	Wm. & Kyle Robinson-Spivey	Bid Amount: \$2000
	Proposal to construct a single-family residence of approximately 1050 square feet with a front porch. Construction would begin within the next year and take 9-months. Proposed investment: \$140,000	
BID #4	Michael Terra	Bid Amount: \$417
	Proposal to create a venue for public art as a gateway into the Arts District. Constructed improvements would consist of signage, anchoring platforms or pads with anchor bolts for up to 12 sculptures. Proposed Investment: \$8,800 plus sculptures	

Staff Recommendation

The lot is of a typical residential size and configuration found in Lower Town. Located near the northern edge of the Lower Town revitalization area, a non-historic commercial building abuts the site to the north and industrial buildings for an electrical contractor are to the west of the site. Residential uses are to the south and east.

The lot is located within the H-2 which requires HARC review and approval of plans and design for any development. The location and surrounding uses has likely hampered the ability to attract an artist to construct a home/studio over the last 15 years. Given the reinvestment that has occurred on this block by artists, a new home would help solidify what is currently a weak edge to the neighborhood.

Therefore, it is recommended to **determine that the property is surplus, accept bid #2 for \$500 and transfer the property** to Riffle C. and Karen F. Turner subject to the following:

1. All plans shall obtain HARC approval.
 2. Planting of at least one over-story shade tree.
 3. Inclusion of a clause in the deed stating that the property would revert back to the City if the project is not substantially completed within 2 years.
-
-

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Sale of Surplus Property at 1737 Martin Luther King Jr. Dr. for \$400.00 - **T TRACY**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Tammara Tracy

Background Information:

This action would determine that the property located at **1737 Martin Luther King Jr Drive** is surplus property and authorize the transfer of the vacant lot to the best evaluated bid. Legal advertising and posting on the property was done in accordance with City code. One bid was submitted.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s):

I-9 Downsize the City's ownership in real estate

Funds Available: Account Name:
 Account Number:

Staff Recommendation: Determine that the property is surplus, accept the bid of \$400.00, and transfer the property to Wiley Wilson.

Attachments:

1. Municipal Order
2. 1737 MLK - Transfer Report

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1737 MARTIN LUTHER KING DRIVE TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF WILEY WILSON IN THE AMOUNT OF \$400.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 1737 Martin Luther King Drive, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 9, 2019, and one (1) bid was received and opened on April 29, 2019; and

WHEREAS, the City desires to accept the bid of Wiley Wilson who proposes to purchase the property to expand his yard and maintain the lot.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1737 Martin Luther King Drive to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Wiley Wilson in the amount of \$400.00 for the purchase of real property located at 1737 Martin Luther King Drive.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019
Recorded by Lindsay Parish, City Clerk, June 11, 2019
\\mo\prop sale-1737 Martin Luther King Drive



STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-151 JUNE 11, 2019

General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

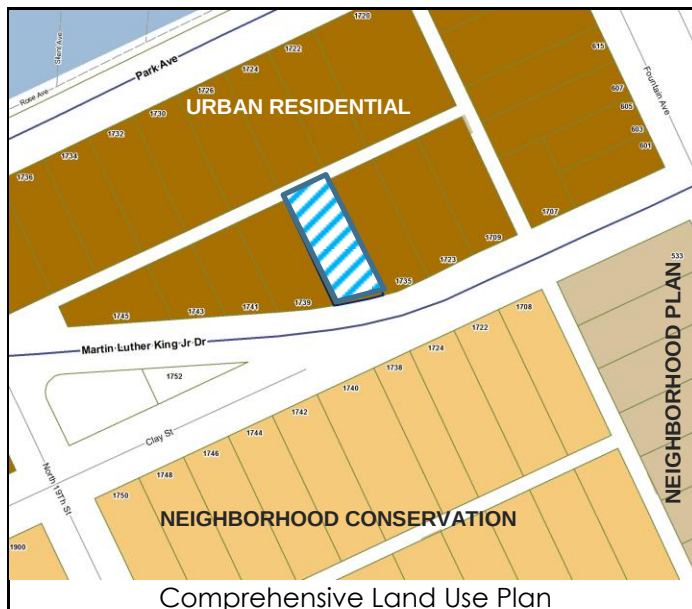
The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

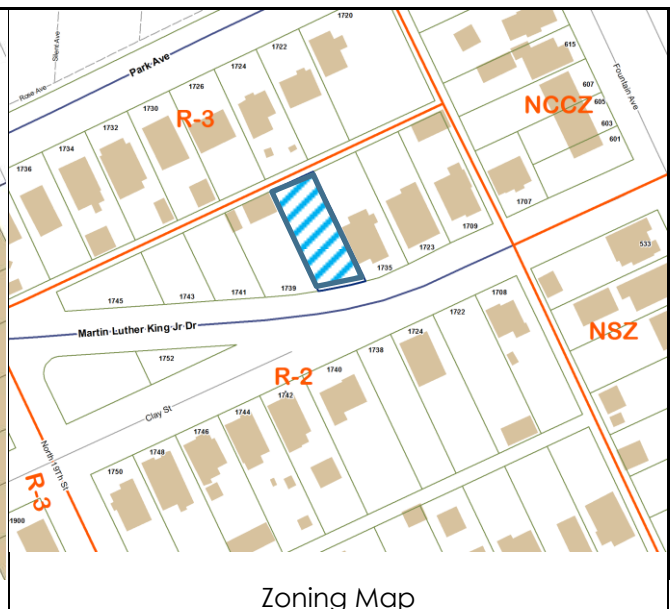
ADDRESS	1737 Martin Luther King Drive
CASE NO.	SOA 2019-151
SIZE OF PROPERTY	50' X 130' X 52' X 118" approx.
IMPROVEMENTS	None
ZONING	R-2 (Residential)
COMPREHENSIVE PLAN	Urban Residential
FLOODPLAIN	Protected by Levee



General Vicinity Map



Comprehensive Land Use Plan



Zoning Map



Aerial – 1737 Martin Luther King Dr. outlined in yellow

Acquisition of the Property

The house originally on this lot was demolished in 1983 at a cost of \$725.00. It was acquired by Commissioners Deed October 29, 2018. The lot is located just outside of the Fountain Ave revitalization area, which is reaching its end. Consequently, the City had no plans for development at the time of acquisition.

Disposition of the Property

The lot is of adequate size to accommodate a residence. It is typically in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs.

Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on April 9, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on April 29, 2019. Notice was also posted on the property requesting sealed bids. Only one bid was submitted.

BID #1	Wiley Wilson	Bid Amount: \$400.00
	Mr. Wilson owns the adjacent lot and would use the property to expand his yard. He proposes to maintain the property, add a few small landscaping trees and a privacy fence. He would like to have the extra space for his son to have a place to play due to the lot being on a main street.	

Staff Recommendation

The bidder is an adjacent property owner who seeks to expand the side yard. The lot is of adequate size to accommodate a residence and typically it would be most desirous and recommended for the lot to be transferred to someone who would construct a home on the site. However, this lot also front upon U.S. Highway 60 (Dr. Martin Luther King Jr Dr), which is one-way as well. Due to the high volume of traffic, particularly trucks, a deviation from the standard policy is warranted.

Therefore, it is recommended to **determine that the property is surplus, accept the bid of \$400.00, and transfer the property to Wiley Wilson.**

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Sale of Surplus Property at 440 Kinkead Street for \$350.00 - **T TRACY**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Tammara Tracy

Background Information: This action would determine that the property located at **440 Kinkead Street** is surplus property and authorize the transfer of the vacant lot to the best evaluated bid. Legal advertising and posting on the property was done in accordance with City code.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s):

I-9 Downsize the City's ownership in real estate

Funds Available: Account Name:
 Account Number:

Staff Recommendation: Determine that the property is surplus, accept the bid of \$350.00, and transfer the property to Robert Sember.

Attachments:

1. Municipal Order
2. 440 Kinkead - Transfer Report

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 440 KINKEAD STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF ROBERT SEMBER IN THE AMOUNT OF \$350.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 440 Kinkead Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 9, 2019, and one (1) bid was received and opened on April 29, 2019; and

WHEREAS, the City desires to accept the bid of Robert Sember who proposes to clean up the lot, add fence to enclose the lot and use the lot for fruit trees, berry production and a garden.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 440 Kinkead Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Robert Sember in the amount of \$350.00 for the purchase of real property located at 440 Kinkead Street.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019
Recorded by Lindsay Parish, City Clerk, June 11, 2019
\\mo\prop sale-440 Kinkead Street



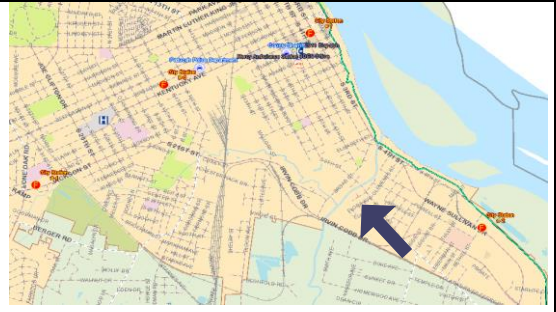
STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-145 JUNE 11, 2019

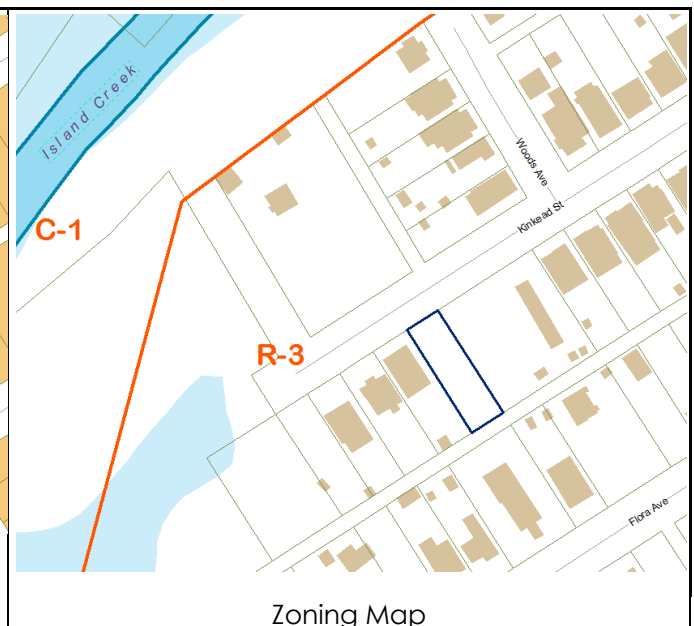
General Information

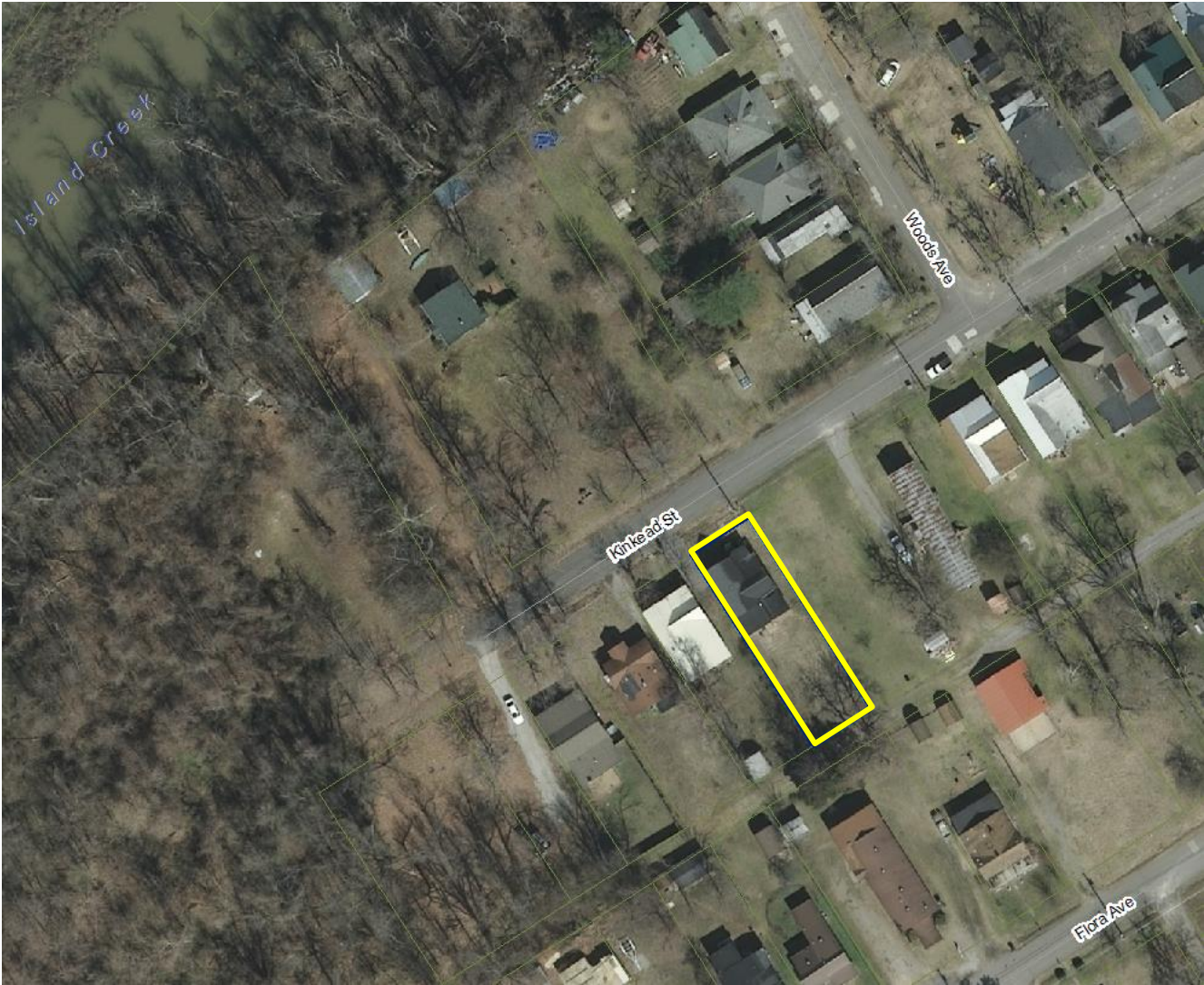
The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

ADDRESS	440 Kinkead Street	 General Vicinity Map
CASE NO.	SOA 2019-145	
SIZE OF PROPERTY	40' by 130' approx.	
IMPROVEMENTS	None	
ZONING	R-3 (Residential)	
COMPREHENSIVE PLAN	Neighborhood Conservation	
FLOODPLAIN	Protected by Levee	





Aerial – site is outlined

Acquisition of the Property

The residential structure was dilapidated and subsequently demolished in September 2017 at a cost of \$4200.00. The lot was then acquired by Commissioners Deed Jan 15, 2019. The lot is not in a revitalization area. The City had no plans for development at the time of acquisition.

Disposition of the Property

It is in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs.

Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on April 9, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on April 29, 2019. Notice was also posted on the property requesting sealed bids. Only one bid was submitted.

BID #1	Robert Sember	Bid Amount: \$350.00
	Mr. Sember proposes to clean up the lot and add to existing fence to enclose the lot. He will use the lot for fruit trees, berry production and a garden.	

Staff Recommendation

The site is located on a dead end street just south of Island Creek. This area does not experience through traffic. To monitor the property and easily care for the property, an adjacent or nearby property owner is a preferred recipient.

The bidder owns other property nearby on Kinhead Street. The intended use is for urban agriculture with an approximate investment of \$1500 proposed.

Therefore, it is recommended to determine that the property is surplus, accept the bid of \$350.00, and transfer the property to Robert Sember.

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Sale of Surplus Property at 2106 Yeiser Street for \$1,500.00 - **T TRACY**

Category: Municipal Order

Staff Work By: Nancy Upchurch, Tammara Tracy

Presentation By: Tammara Tracy

Background Information:

This action would determine that the property located at **2106 Yeiser Street** is surplus property and authorize the transfer of the vacant lot to the best evaluated bid. Legal advertising and posting on the property was done in accordance with City code. One bid was submitted.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s):

I-9 Downsize the City's ownership in real estate

Funds Available: Account Name:
 Account Number:

Staff Recommendation:

Determine that the property is surplus, accept the bid of \$1500.00, and transfer the property to James M. Morgan.

Attachments:

1. Municipal Order
2. 2106 Yeiser - Transfer Report

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2106 YEISER STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JAMES M. MORGAN IN THE AMOUNT OF \$1,500.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 2106 Yeiser Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 9, 2019, and one (1) bid was received and opened on April 29, 2019; and

WHEREAS, the City desires to accept the bid of James M. Morgan who proposes to combine the lot with the adjacent lot.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 2106 Yeiser Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of James M. Morgan in the amount of \$1,500.00 for the purchase of real property located at 2106 Yeiser Street, subject to the owner agreeing to plant and maintain a minimum of one over-story shade tree on the lot.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019
Recorded by Lindsay Parish, City Clerk, June 11, 2019
\\mo\prop sale-2106 Yeiser Street



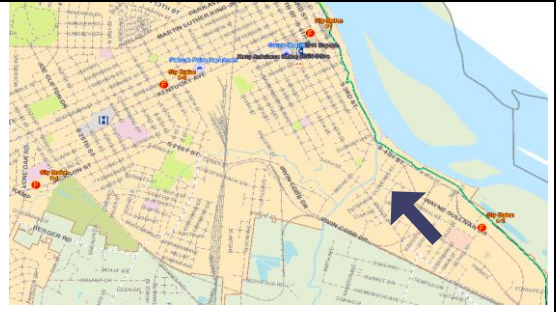
STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-153 JUNE 11, 2019

General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

ADDRESS	2106 Yeiser Street	 General Vicinity Map
CASE No.	SOA 2019-153	
SIZE OF PROPERTY	32' by 160' approx.	
IMPROVEMENTS	None	
ZONING	M-2 (Heavy Industrial)	
COMPREHENSIVE PLAN	Industrial	
FLOODPLAIN	Protected by Levee	



Acquisition of the Property

The house originally on this lot was demolished in 2010 at a cost of \$1,944.00. This lot was acquired by Commissioners Deed Aug. 29, 2017. The lot is not in a revitalization area. The City had no plans for development at the time of acquisition.



Aerial – site outlined in yellow

Disposition of the Property

It is generally in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs. For residential property, it is also in the best interest of the City to prioritize the construct of infill development and maximize the number of residences

using the existing infrastructure and increase the tax rolls. If infill development is not possible or unlikely, combining ownership of a vacant residential lot with an abutting lot developed with a home can increase the utility of the existing home and maintain its viability. It is also in the best interests of the city for lots to be owner-occupied so that care and upkeep is efficient and probable.

Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on April 9, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on April 29, 2019. Notice was also posted on the property requesting sealed bids. Only one bid was submitted.

BID #1	James M. Morgan	Bid Amount: \$1,500.00
	Proposal to combine the lot with the adjacent lot at 2108 Yeiser Street. The bidder resides at 2108 Yeiser St.	

Staff Recommendation

The lot is only 32 feet wide, which makes it difficult to develop. The bidder lives on the abutting lot, which is a corner lot.

Therefore, staff recommendation is to **determine that the property is surplus, accept the bid of \$1500.00, and transfer the property to James M. Morgan** subject to the owner agreeing to plant and maintain a minimum of one over-story shade tree to the lot.

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Approval of application for CDBG Recovery Center grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health - **M TOWNSEND**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Melanie Townsend

Background Information:

The Department for Local Government (DLG) is set to receive funding for the 2019 Funding Cycle from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities.

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

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

On behalf of Four Rivers Behavioral Health, the planning department is proposing the submittal of a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$200,000 through the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with approximately \$1,184,487 in other federal and state funds. Local matching funds will not be required from the City of Paducah.

A fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: CDBG Fund - 2600

Account Number:

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

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2019
COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000
THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS
RECOVERY CENTER FOR PERSONNEL EXPENSES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners June 11, 2019

Recorded by Lindsay Parish, City Clerk, June 11, 2019

\\mo\grants\cdbg-four rivers recovery center project 2019

6-2019

Agenda Action Form Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Approve an Amendment to the Professional Services Agreement with Gardner Engineering & Consulting for Kresge Building Demolition Bid Package located at 318 Broadway by Increasing Construction Amount by \$8,942.62 increasing the total contract to \$40,942.62 - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: In December of 2018 the City Commission authorized a professional services contract with Gardner Engineering for the Kresge Building Demolition.

Due to unforeseen circumstances related to the demolition, additional work was completed during the period of March 24, 2019 to April 22, 2019 which requires additional payment in an amount of \$507.62.

An additional \$8,435 is also required to review the conditions of the remaining structures and grounds and developed the following scope of items: 1) Finalize construction details for the east wall, wall/roof parapet and front corner of building and 2) Finalize site drainage details (to be coordinated with City Engineer).

These changes create a total change of \$8,942.62 for a total contract amount of \$40,942.62.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Kresge Building Demo

Account Number: MR0073

Staff Recommendation: Approve the amendment to the agreement with Gardner Engineering & Consulting.

Attachments:

1. Municipal Order
2. Gardner Engineering Amendment
3. Gardner Engineering Invoice

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH GARDNER ENGINEERING & CONSULTING, PLLC, BY INCREASING THE AGREEMENT AMOUNT BY \$8,942.62, RESULTING IN A TOTAL AGREEMENT AMOUNT OF \$40,942.62 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DEMOLITION BID PACKAGE FOR THE KRESGE BUILDING LOCATED AT 318 BROADWAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Board of Commissioners authorized an Agreement in an amount of \$32,000 with Gardner Engineering & Consulting, PLLC, by Municipal Order No. 2195 on December 17, 2018; and

WHEREAS, due to unforeseen circumstances related to the demolition of the Kresge building, additional services were provided by Gardner Engineering & Consulting, PLLC, over and in excess of the contract in an amount of \$507.62; and

WHEREAS, additional services are required to complete the project in an amount of \$8,435 to finalize construction and drainage details; and

WHEREAS, the Board of Commissioners now desires to amend the Agreement with Gardner Engineering & Consulting to increase the Agreement by \$8,942.62 for a total agreement amount of \$40,942.62.

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

SECTION 1. The City hereby approves an Amendment to the Professional Services Agreement (“Amendment”) between the City and Gardner Engineering & Consulting, PLLC, (“Vendor”) for services related to the demolition bid package for the Kresge Building, to increase the Agreement by \$8,942.62 for a total agreement amount of \$40,942.62. It is further determined that it is necessary and desirable and in the best interest of the City to enter into this Amendment for the purposes therein specified.

SECTION 2. The Mayor is hereby authorized to execute the Amendment, authorized in section 1 above.

SECTION 3. This expenditure will be charged to the Kresge Building Demolition Project No. MR0073.

SECTION 4. 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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019

Recorded by Lindsay Parish, City Clerk, June 11, 2019

\\mo\amend Gardner Engineering Agreement – Kresge Demo



Deputy Chief Greg Cherry
Paducah Fire Dept
300 South 5th Street
Paducah, KY 42003
270.559.0365
gcherry@paducahky.gov

May 23, 2019

RE: Structural Engineering Services Contract Amendment- **REVISION 1**
Kresge Building Demolition Design Services – 318 Broadway, Paducah, KY
GEC #P16-158a

Deputy Chief Cherry:

As requested, Gardner Engineering & Consulting PLLC (GEC) is pleased to offer the following proposed contract amendment for the above referenced services.

STRUCTURAL ENGINEERING SERVICES

Now that the major demolition work is completed, and debris has been removed from the site, we have reviewed the conditions of the remaining structures and grounds and developed the following scope items:

1. Finalize construction details for the east wall, wall/roof parapet and front corner of building.
2. Finalize site drainage details (to be coordinated with city engineer).

FEES

To date we have expended resources for additional services beyond the original contract totaling \$507.62 (included in GEC invoice #16-15806). In addition, we have estimated the services noted above will require the following man-hours and expenses:

Structural Engineer:	34 hrs at \$185	= \$ 6,290.00
Structural Designer:	24 hrs at \$ 85	= \$ 1,700.00
Mileage expenses:	3 trips at \$0.58/mile	=\$ 445.00

Thus, we propose to provide the above listed additional services for the estimated-not-to-exceed fee of Eight Thousand Nine Hundred Forty-two Dollars and Sixty Two cents (\$8,942.62). Actual billing will be on an hourly-fee basis, using our previously agreed upon hourly billing rates.

Please direct any questions to our Owensboro, Kentucky office.

Sincerely,

Kelly B. Gardner, PE
Gardner Engineering & Consulting PLLC



1030 Hurlew Blvd Bldg B Ste 2, Owensboro, KY 42303

270-929-6354

kelly@gardnerec.com

Invoice

Date	GEC
4/23/2019	16-15806

Bill To City of Paducah 300 South 5th Paducah, KY 42003

P.O. No Kresge Bldg

Job Number	Terms	Due Date
16-158	Net 15	5/8/2019

Date of Service	Description	Quantity	Rate	Amount
04/22/2019	Hourly fee onsite reviews during demolition, planning repairs, reports, time from Mar 24 thru April 22, 2019	16	185.00	2,960.00
04/12/2019	Reimbursable Expenses - Progress review of demolition/shoring work mileage *split with other (GEC Project)	128	0.58	74.24
04/22/2019	Reimbursable Expenses - Progress review demolition review East and West wall conditions mileage no charge		0.00	0.00
	Total fee NTE \$32,000.00			
	Billed to date \$32,507.62			
	Balance left on Contract \$ (507.62)			

Total	\$3,034.24
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Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: 2019-2020 Kentucky Household Hazardous Waste Grant Acceptance in the amount of \$25,500 -
M TOWNSEND

Category: Municipal Order

Staff Work By: Pam Souder, Chris Yarber, Melanie Townsend

Presentation By: Melanie Townsend

Background Information:

The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day, a project that has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

Through Municipal Order No. 2213 adopted March 12, 2019, the City Commission approved the Engineering/Public Works and Planning Departments submitting an application for the 2019-2020 Kentucky Division of Waste Management Household Hazardous Waste Award Program. The City's request was awarded in May. The City acts as the Lead Agency/Fiscal Agent for the \$25,500 award, which is combined with the required local cash match (25%) of \$6,375 for a project totaling \$31,875. The local cash match is divided equally between the city and the county. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 50002209-520040.

This award requires an Inter-local Agreement to be signed and approved by the City Commission and Fiscal Court.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Operating Grant - Household Hazardous Waste Grant

Account Number: 5000 420125

Staff Recommendation: Authorize and direct the Mayor to execute all required grant award and related documents including Interlocal Agreement Regarding a Kentucky Division of Waste Management Hazardous Household Waste Grant Award with McCracken County Fiscal Court.

Attachments:

1. Municipal Order

2. 2019-2020 HHW grant agreement
3. Interlocal agreement HHW for 2019-20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2019-2020 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING FOR THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY FOR SAID GRANT

WHEREAS, the City of Paducah applied for a matching Household Hazardous Waste Grant through the Kentucky Division of Waste Management, adopted by Municipal Order No. 2213 on March 12, 2019, to be used for funding the 2020 Annual City/County Free Clean-Up Day; and

WHEREAS, the Kentucky Division of Waste Management, has approved the application and is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts matching grant funds in the amount of \$25,500 through the Kentucky Division of Waste Management for a 2019-2020 Household Hazardous Waste Grant to fund disposal services for the 2020 Annual City/County Free Clean-Up Day. A local match of \$6,375 is required with the City of Paducah and County of McCracken contributing \$ 3,187.50 each. The City's contribution will come from the Engineering/Public Works Account No. 5000-420125.

SECTION 2. That the Mayor is hereby authorized to execute the Grant Agreement and all related documents with the Kentucky Division of Waste Management.

SECTION 3. The Mayor is hereby authorized to execute an Interlocal Agreement between the City of Paducah and McCracken County to act as the legal recipient and fiscal agent for the Household Hazardous Waste Grant funds.

SECTION 4. This order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 11, 2019
Recorded by Lindsay Parish, City Clerk, June 11, 2019
MO\grants\award-Household Hazardous Waste 2020

**2019-2020 KENTUCKY PRIDE FUND
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT GRANT AGREEMENT**

Grant Period July 1, 2019 - June 30, 2020

The Grantee CITY OF PADUCAH hereby agrees to the following conditions for the 2019-2020 Kentucky Division of Waste Management Household Hazardous Waste Management Grant Program authorized under KRS 224-43-505(4). The grant funds shall be used for the direct costs associated with the project specified in the grant application and for any modifications in this grant agreement.

The Grantee understands and agrees as follows:

1. The Grant Application, the Project Close-out Report, and this agreement are the entire project.
2. Grantee shall assign the 2019-2020 Household Hazardous Waste Management Grant funds into a designated line item for state grants.
3. Grantee shall designate a Project Coordinator responsible for:
 1. Overseeing the Implementation of the project
 2. Overseeing the preparation and submittal of the final report
 3. Tracking of in-kind personnel/volunteers/inmates throughout the life of the grant
4. Grantee shall submit a 2019-2020 Kentucky Pride Fund HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-Out Report within 60 days of the completion of the project. The project deadline is June 30, 2020.
5. Grantee is solely responsible for completion of the project and assumes all liabilities associated with its completion.
6. Grantee is responsible for any additional costs that exceed the original grant funds provided.
7. Unspent grant funds and grant funds not expended in accordance with the grant agreement, as determined by the division, shall be reimbursed to the division within forty-five (45) days of written notification unless an extension has been approved in writing by the division.
8. Grantee shall contract with a vendor that is registered as a Hazardous Waste Transporter with the U.S. EPA and the Kentucky Division of Waste Management's Hazardous Waste Branch.
9. Grantee shall provide an adequate, safe, accessible site for the event. Provide written safety instructions, waiver forms for volunteers, and other necessary requirements, not provided by the vendor. See <http://www.epa.gov/osw/wycd/catbook/hhw.htm> for more information.

2019-20 HHW Grant Worksheet
CITY OF PADUCAH

Items Requested	Amount Requested	RAS Adjustments	Approved Amount
Clean Earth	24,000.00	-	24,000.00
Advertising	1,500.00	-	1,500.00
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
Total	25,500.00	-	25,500.00

10. The Grantee shall make all records required by the grant close-out report available for division inspection until close-out notification is received from the division.
11. Grant funds from other state or federal funds do not qualify as a direct expense or a local match.
12. The signed grant agreement, as approved by the Division, is in full force and effect until the grantee receives either of the following:
 - a) written notification from the Division
 - b) ninety (90) days after the grantee has submitted the close out report form and has not received written notification from the division as to the status of the grant close out.

NAME OF GRANTEE

CITY OF PADUCAH

Federal ID#:

61-6001891

Signature: _____

**Brandi Harless, Mayor
City of Paducah**

DATE: _____

Signature: _____

Melanie Townsend, Grants Administrator
City of Paducah

DATE: _____

**INTERLOCAL AGREEMENT REGARDING A KENTUCKY DIVISION OF WASTE MANAGEMENT
HAZARDOUS HOUSEHOLD WASTE (HHW) GRANT AWARD**

THIS AGREEMENT, made and entered into on the dates indicated hereinafter, as evidenced by the dates executed by the parties, with an effective date of June____, 2019, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

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

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a Kentucky Division of Waste Management (DWM) Household Hazardous Waste (HHW) Grant Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a HHW Grant Award in the amount of \$25,500 offered by the Kentucky DWM; and,

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

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

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$25,500 DWM, HHW Grant Award that the individual, specific, and special needs of each of the parties hereto be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

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

"Agreement" means this Interlocal Agreement Regarding a Kentucky Division of Waste Management (DWM) Household Hazardous Waste (HHW) Grant Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

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

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

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

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

ARTICLE III: REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.

(d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

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

(a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to

which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

(d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the HHW Award, a one (1) year period beginning July 1, 2019, and ending June 30, 2020 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: FUNDING

Section: 5.1. In accepting the \$25,500 DWM HHW Award the City and the County agree to be responsible for the local match share of \$6,375 in equal portion and any additional expenses or overages associated with the award.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the HHW Award for both parties and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all purchases, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report.

Section: 6.2. The City and the County agree that each party shall be responsible for its own administrative costs associated with the HHW Award.

ARTICLE VII: ASSIGNMENT

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

ARTICLE VIII: MISCELLANEOUS

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

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

County of McCracken
Attn: County Judge Executive
McCracken County Courthouse
300 Clarence Gaines Street
Paducah, KY 42003-1700

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

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

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

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

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

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

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

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

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

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

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

CITY OF PADUCAH, KENTUCKY

By: _____
Brandi Harless, Mayor

ATTEST: _____
City Clerk Lindsay Parish

Date executed: _____

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____
Judge Executive Craig Clymer

ATTEST: _____
Fiscal Court Clerk Julie Griggs

Date executed: _____

Date executed: _____

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Approve a budget amendment in the amount of \$80,000 for the Bob Leeper Bridge Project - **J PERKINS**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: The Bob Leeper Bridge will be built through a partnership of McCracken County, Four Rivers Nuclear Partnership, State of Kentucky and City of Paducah over the Perkins Creek.

The total project cost is expected to be \$250,000. The State will provided \$100,000 while the three local partners are responsible for the balance. In order to ensure that the bridge is successfully constructed the City desire provide up to \$80,000 toward the completion of the project.

In order to ensure the City's share of the project funding is in place we need to move \$80,000 from the FY2019 General Fund fund reserves into the Bob Leeper Bridge project (PA00XX).

State of Kentucky grant	\$100,000
Local partners	<u>\$150,000</u>
Total Project Cost	\$250,000

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Bob Leeper Bridge Project

Account Number: PA00XX

Staff Recommendation: Approve moving \$80,000 from the General Fund fund reserve into the Bob Leeper Bridge project.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-__ - ____

AN ORDINANCE AMENDING ORDINANCE NO. 2018-06-8537, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah plans to partner with McCracken County, Four Rivers Nuclear Partnership, and the State of Kentucky to build the Bob Leeper Bridge over Perkins Creek; and

WHEREAS, in order to ensure the City’s share of the project funding is in place, \$80,000 must be moved from the FY2019 General Fund into the Bob Leeper Bridge Project; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2019 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, as adopted by Ordinance No. 2018-06-8537, be amended by the following re-appropriations:

- Transfer \$80,000 from the FY2019 General Fund to the Bob Leeper Bridge Project

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 28, 2019

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\finance\budget amend 2018-19 - May 2019 (1st Amendment)

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Budget Amendment to move General Fund Reserve funds in the amount of \$750,000 to the Ohio River Shoreline Reconstruction Project - **R MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy

Presentation By: Rick Murphy

Background Information: The City of Paducah entered into a Project Partnership Agreement (PPA) with the United States Army Corps of Engineers for the reconstruction of the City of Paducah's Local Flood Protection Project (LFPP). This agreement is entitled, "For The Construction of the Ohio River Shoreline Reconstruction Project....," Ordinance No. 2017-05-8484.

The total project has been authorized at \$31,246,900. The agreement requires that the City of Paducah pay 5% of the authorization in cash which equates to \$1,562,300. To date, the City has provided cash in the amount of \$124,407 leaving an obligation cash draw balance of \$1,437,893.

At this time, the Corps is requesting a cash draw of \$750,000 applied to the current draw balance of \$1,437,893. Under the current agreement and payment of this draw request, the City of Paducah will retain an obligation to pay future Corps requests of cash draws in the amount of \$687,893. It is the intent for the current cash draw of \$750,000 to come from the General Fund Reserve of FY19 which will require a budget amendment.

This ordinance authorizes a budget amendment in the amount of \$750,000 from the General Fund Reserve to the Floodwall Cash Match Project Account (FW0016) to cover the current cash draw request.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): I-1 & I-2

Funds Available: Account Name: Floodwall Cash Match

Account Number: FW0016

Staff Recommendation: Authorize the Finance Director to transfer funds in the amount of \$750,000 from the FY19 General Fund Reserve to Project Account FW0016.

Attachments:

1. Ordinance
2. Funds_Request_PhaseII_08MAY19

ORDINANCE NO. 2019-__ - ____

AN ORDINANCE AMENDING ORDINANCE NO. 2018-06-8537, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah entered into a Project Partnership Agreement with the United States Army Corps of Engineers for reconstruction of the City of Paducah’s Local Flood Protection Project by adoption of Ordinance No. 2017-05-8484; and

WHEREAS, pursuant to the Project Partnership Agreement, the Corps of Engineers is requesting a cash draw of \$750,000.00; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2019 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, as adopted by Ordinance No. 2018-06-8537, be amended by the following re-appropriations:

- Transfer \$750,000 from the FY2019 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 11, 2019

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\finance\budget amend 2018-19 - June 2019 (2nd Amendment)



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059

REPLY TO
ATTENTION OF:

May 8, 2019

Civil Project Management Branch

Mr. Rick Murphy
City Engineer and Public Works Director
City of Paducah, Kentucky
City Hall – 300 South 5th Street
P.O. Box 2267
Paducah, Kentucky 40201-0059

RE: Ohio River Shoreline, Paducah, Kentucky Reconstruction project

Dear Mr. Murphy:

The Louisville District has advertised Phase II of the Ohio River Shoreline, Paducah, Kentucky Reconstruction project. Bids are due from contractors later this month and a contract award is anticipated in mid-June 2019 pending that reasonable bids are received.

As you are aware this Flood Risk Management (FRM) project is cost shared 65% Federal and 35% Non-Federal (City of Paducah). The estimated total project cost of \$32,554,000 as stated in Article IV, Section A – Payment of Funds of the Project Partnership Agreement (PPA). The City's 35% share of such costs are projected to \$11,393,900 which includes a 5 percent cash contribution, value for any lands required for this project, and any creditable in-kind contributions as referenced in separate Memorandums of Understanding (MOUs) previously executed. We are in need of a portion of the cash contribution at this time to ensure that our cost share percentages meet our execution percentages. Funds provided as a result of this request will be used in a variety of ways which may include the following: funds required to award the base bid and/or contract options, contract contingencies, and/or construction management services required to administer this contract. We request that \$750,000 of these funds be provided no later 15JUN19 if at all possible per the process identified in Article IV Section F.

Please note that no requirement in this letter obviates any of the terms and conditions of the previously executed PPA. We value the partnership with the City of Paducah, and look forward to working with you on continued implementation of the project. Please feel free to call me at 502-523-6967 if you have any questions or concerns.

Sincerely,



Michael Moore.
Senior Project Manager
Louisville District
U.S. Army Corps of Engineers

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: City of Paducah, Kentucky's Fiscal Year 2019-2020 Budget Adoption - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, Audra Herndon, Stacey Young, Corie Cole, Heather Rushing
Presentation By: Jonathan Perkins, James Arndt

Background Information: The FY2020 budget ordinance adopts the plan for revenues and expenditures for the City of Paducah, Kentucky for the fiscal year ending June 30, 2020.

The proposed budget....

- 1) Includes the State mandated 12% pension contribution increase;
- 2) Includes appropriations for outside agency funding within the current year limit of \$1.5million;
- 3) Includes a 4% increase in real estate property taxes (to be voted on in separate tax levy ordinance in Fall of 2019);
- 4) Includes a 2% wage adjustment as contractually obligated for the IAFF & FOP, a 2% increase for non-bargaining unit employees, and an 1.5% increase as contractually obligated for AFSCME;
- 5) Allows for the minimum 12% General Fund reserve requirement; and,
- 6) Does not include a storm water infrastructure fee.

Administrative budget policy worth noting:

- a) The 'undesignated cash balance minimum' for the General, Investment and Solid Waste Funds remains at 12%; and the Debt Service 'minimum undesignated cash balance' is set at \$900,000;
- b) After September 1st all Fleet Lease Trust cash in excess of \$2Million, but not in excess of \$250,000 shall be transferred to the General Fund and designated as 'Committed Pension Reserve' in the Fund Balance; and
- c) Committed Pension Reserves in the Fund Balances of the General and Investment Funds will be set at \$243,165 and \$177,200, respectively.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: N/A

Account Number: N/A

Staff Recommendation: Approve FY2020 Budget Ordinance

Attachments:

1. FY2020 Budget Narrative
2. FY2020 Budget Summary
3. FY2020 Appropriations Summary

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

WHEREAS, an Annual Operating Budget proposal has been prepared and delivered to the Board of Commissioners of the City of Paducah, KY; and,

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2020.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky as follows:

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

Section 3. The City does hereby adopt the following financial management policies:

A. The General Fund's minimum undesignated cash balance shall be 12% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 12% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 12% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$900,000.

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 Exhibit Number 1.

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 Board of Commissioners shall be notified five calendar days prior to obligation of the proposed 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. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.

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. Department Directors shall be responsible for keeping all appropriated accounts within their respective department positive.

G. As 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, and leased to respective departments for use. On or after September 1, 2019, all Fleet Lease Trust Fund cash in excess of \$2,000,000; but not in excess of \$250,000 shall be transferred to the General Fund and designated as 'Committed Pension Reserve' in the Fund Balance.

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 (GOB) 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 per month credit (for the months of July - December 2019) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2020, this monthly credit may be adjusted by the Board of Commissioners 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 is funded with a 1/2 cent portion of 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, property tax relief, and pension obligations.

M. The 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.

N. The City shall designate a 'Committed Pension Reserve' in the Fund Balances of the General and the Investment Funds in the following amounts respectively, \$243,165 and \$177,200. This is in addition to the 'Committed Pension Reserve' values in Section 3 (G).

Section 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 5. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

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

ATTEST:

Mayor

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 11, 2019
Adopted by the Board of Commissioners, June 25, 2019
Recorded by Lindsay Parish, City Clerk, June __, 2019
Published by The Paducah Sun,

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2020 (July 1, 2019 to June 30, 2020)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 78,000	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,000
Grants	820,000	838,340	-	52,440	146,810	-	-	1,857,590
Interest Income	385,000	46,500	-	25,000	72,000	127,700	120,000	776,200
Bond Proceeds	-	2,000,000	-	-	-	-	-	2,000,000
Charges for Service	709,900	28,000	-	-	4,528,000	5,472,400	10,780	10,749,080
Other Fees	33,000	-	-	-	5,000	-	-	38,000
Occupational License	25,558,880	5,540,000	-	686,355	-	-	-	31,785,235
Permits & Fees	514,000	-	-	-	5,000	-	-	519,000
Property Rent	419,135	262,365	-	289,000	60,000	1,009,780	-	2,040,280
Property Taxes	7,143,000	-	-	-	-	-	-	7,143,000
Recreation Fees	118,000	-	-	-	-	-	-	118,000
Sales	18,200	-	-	-	130,000	0	453,500	601,700
Other Taxes	-	1,212,000	-	-	-	-	-	1,212,000
Total	\$ 35,797,115	\$ 9,953,205	\$ -	\$ 1,052,795	\$ 4,946,810	\$ 6,609,880	\$ 584,280	\$ 58,944,085
Fund Transfers In	\$ 420,000	\$ 1,854,490	\$ 3,755,000	\$ 2,696,165	\$ 69,560	\$ 334,250	\$ 354,185	\$ 9,483,650
Total Sources	\$ 36,217,115	\$ 11,807,695	\$ 3,755,000	\$ 3,748,960	\$ 5,016,370	\$ 6,944,130	\$ 938,465	\$ 68,427,735
Expenditures:								
General Government	\$ 1,963,265	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ 2,233,265
Finance	1,253,155	312,180	-	3,723,960	-	3,259,900	60,300	8,609,495
Information Systems	548,560	-	-	-	-	-	-	548,560
Customer Experience	426,920	-	15,000	-	-	-	-	441,920
Planning	751,325	200,000	50,000	-	92,810	-	-	1,094,135
Police	10,241,155	68,250	-	-	-	-	-	10,309,405
Fire	9,038,620	-	50,000	-	-	-	-	9,088,620
Engineering/Public Works	4,208,880	1,517,000	250,000	-	-	594,150	-	6,570,030
Parks	3,585,880	-	820,000	-	204,585	-	-	4,610,465
Cable Authority	96,105	-	-	-	-	-	-	96,105
Human Rights	17,025	-	-	-	-	-	-	17,025
Engineering	1,442,185	-	2,300,000	-	-	-	-	3,742,185
Human Resources	354,940	-	-	-	-	3,839,000	-	4,193,940
Investment Fund	-	1,327,355	-	-	-	-	-	1,327,355
E911	-	2,083,910	-	-	-	-	-	2,083,910
Solid Waste	-	-	-	-	5,815,535	-	-	5,815,535
Pensions	-	-	-	-	-	-	1,061,730	1,061,730
Fund Transfers Out	2,045,935	6,857,035	-	-	580,680	-	-	9,483,650
Total Expenditures	\$ 35,973,950	\$ 12,365,730	\$ 3,755,000	\$ 3,723,960	\$ 6,693,610	\$ 7,693,050	\$ 1,122,030	\$ 71,327,330
Reserves Utilized	\$ 243,165	\$ (558,035)	\$ -	\$ 25,000	\$ (1,677,240)	\$ (748,920)	\$ (183,565)	\$ (2,899,595)

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 35,973,950
MAP	1,517,000
INVESTMENT	6,039,470
CDBG	200,000
E911	2,228,830
COURT AWARDS	68,250
DEBT	3,723,960
CIP	3,755,000
BOND FUND	2,136,065
SOLID WASTE	6,396,215
SECTION 8	92,810
TRANSIENT BOAT DOCK	96,725
CIVIC CENTER	107,860
RENTAL	132,210
RADIO DEPR	43,905
FLEET	594,150
FLEET TRUST	1,819,000
INSURANCE	1,440,900
HEALTH INS	3,839,000
AEPF	13,625
PFPF	1,048,105
OTHER TRUST	<u>60,300</u>
	<u>\$ 71,327,330</u>

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Amend Code of Ordinances Section 2-660 related to the Small Purchase Plan - **J ARNDT**

Category: Ordinance

Staff Work By: Lindsay Parish, James Arndt

Presentation By: James Arndt

Background Information: The City of Paducah has adopted the Model Procurement Code for it's purchasing procedures as outlined in KRS 45A.345 — 45A.460. A portion of the Model Procurement Code (KRS 45A.385) allows a local public agency to use small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed twenty thousand dollars \$20,000. The City of Paducah has adopted this provision within it's code of Ordinances in Section 2-660.

During the 2019 Regular Session of the General Assembly, House Bill 26 was passed to amend KRS 45A.385 to increase the cap to be used for small purchase procedures from \$20,000 to \$30,000.

The City of Paducah is now bringing forth an amendment to the Paducah Code of Ordinances to match the change at the State level.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: To amend Section 2-660 of the Paducah Code of Ordinances to increase the cap for which the City of Paducah may use small purchase procedures from \$20,000 to \$30,000. This ordinance should become effective June 27, 2019.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-____-_____

**AN ORDINANCE AMENDING SECTION 2-660 SMALL
PURCHASE PLAN, OF THE CODE OF ORDINANCES OF
THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 2, Article VIII “Finance and Procurement” of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted to amend Section 2-660 “Small Purchase Plan” to raise the cap on small purchase procedures from \$20,000 to \$30,000 to match the recently amended Kentucky Revised Statute (KRS 45A.385);

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

SECTION 1. That Section 2-660, is hereby added to read as follows:

Sec. 2-660. - Small purchase plan.

(a) The City Manager or the City Manager's designee is responsible for small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed ~~\$20,000~~ \$30,000. Small purchase procedures are in writing in the City of Paducah Administrative Policies and Procedures Manual and available to the public upon request.

(b) Procurement requirements shall not be parceled, split, divided or purchased over a period of time in order to circumvent the dollar limitations for small purchase

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

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

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 11, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

Ord\2-660 Amend Small Purchase Plan

Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Approve a Sublease between the Seamen's Church Institute and the Waterways Journal - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

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

The Waterways Journal desires to acquire and share office space in a portion of the structure not used by SCI. SCI now seeks the Board of Commissioners' approval to enter into a Sublease with the Waterways Journal for a term that will expire September 30, 2021 and that may be renewed by mutual agreement provided SCI's lease with the City is extended.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the execution of a Sublease between Seamen's Church Institute and The Waterways Journal.

Attachments:

1. Ordinance
2. Sublease to The Waterways Journal attached Exhibit

ORDINANCE NO. 2019-____-_____

**AN ORDINANCE AUTHORIZING THE SUBLEASE OF CITY OF
PADUCAH PROPERTY BETWEEN SEAMEN’S CHURCH INSTITUTE OF NEW
YORK AND NEW JERSEY, INC. AND THE WATERWAYS JOURNAL**

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

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

WHEREAS, The Waterways Journal, (“WJ”) desires to acquire office space in a portion of the real property currently leased by SCI and not currently being used for operation of its Center for Maritime Education; and

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

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

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

Section 1. Recitals and Authorizations. The City hereby approves the Sublease among SCI and WJ (the "Sublease") in substantially the form attached hereto as Exhibit A and

made a part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to consent to the Sublease for the purposes therein specified, and the execution and delivery of the Sublease is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Sublease.

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

Section 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 14, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ord\lease-sublease-seamen's church & Waterways Journal

----- SUBLEASE -----

THIS SUBLEASE made and entered into effective on the 1st day of July, 2019, by and between **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, of 50 Broadway, New York City, NY 10004-1607 (hereinafter referred to as "SCI"), and **THE WATERWAYS JOURNAL**, of 319 N. 4th Street, Suite 6500, St. Louis, MO 63102 (hereinafter referred to as "WJ");

WITNESSETH:

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

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

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

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

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

1. **Demised Premises; Common Areas.** SCI does hereby demise and sublet unto WJ the office and work spaces in the building located at 123 Water Street, Paducah, Kentucky, as shown on Exhibit A attached hereto (hereinafter referred to as the "Demised Premises"), which is part of a group of office spaces that will be shared with American Bureau of Shipping. Spaces designated "WJ" shall be for the primary use of WJ; spaces designated "ABS" shall be

for the primary use of American Bureau of Shipping; space designated “SCI” shall be retained by SCI for its primary use; and spaces designated “Shared” shall be shared use spaces between WJ and ABS on a first come, first served basis. WJ shall have access to the Demised Premises through the Main Entrance and Grand Lobby shown on Exhibit A. WJ will have the non-exclusive right, together with the other occupants and users of the premises, to use the parking areas, driveways, sidewalks, landscaped areas, shared entry lobbies and corridors, shared restrooms, and such other areas (outside of the Demised Premises) that SCI or the City may designate from time to time as common areas (hereinafter referred to as the “Common Areas”), subject to all of the terms and conditions of this Sublease.

2. **Term.** The term of this Sublease shall be for two (2) years and three (3) months beginning on July 1, 2019 and ending on September 30, 2021 (herein “Term”). This Sublease may be renewed by mutual agreement provided SCI’s lease with the City of Paducah is extended.

3. **Rent.** WJ shall pay to SCI rent for the Demised Premises in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,250.00) per month (in advance) with the first payment due on or before July 1, 2019, and each payment thereafter continuing to be due and payable on the same date of each month throughout the Term.

4. **Remodeling and Improvements.** Any remodeling and improvements made by WJ with respect to the Demised Premises shall be at the sole cost and expense of WJ and shall become the sole property of SCI at the termination of the Sublease. WJ shall be responsible, at its sole cost and expense, to ensure that any remodeling or improvements made by it with respect to the Demised Premises meets all applicable state or city fire, electrical or other codes. During the Term, WJ shall not cause or permit any construction or mechanic’s liens to be placed against the Demised Premises by any third party, and in the event that any such construction or mechanic’s liens are placed against the Demised Premises, WJ shall be liable for any such liens

and shall indemnify and hold SCI harmless from any financial responsibility upon the amounts claimed in said liens. All remodeling or improvements that WJ proposes to make to the Demised Premises shall be subject to the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** SCI shall be solely and exclusively responsible for all monthly charges for electrical, gas, water, telephone, internet and CATV service to the Demised Premises. SCI shall also be responsible for all charges for weekly cleaning of the Demised Premises.

6. **Use of the Premises.** WJ shall use the Demised Premises for the operation of its news journal reporting on the towing and barge industry on the inland waterways of the United States.

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

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

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

10. **Assignments and Subletting.** WJ shall not assign or transfer this Sublease or any interest therein, nor sublet any portion of the Demised Premises without the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

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

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

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

15. **WJ's Liability.** WJ shall indemnify and save SCI harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from WJ's use or occupancy of the Demised Premises or the Common Areas during the Term, except to the extent

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

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

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

SCI shall keep and maintain, or cause the City to keep and maintain, as provided in the Lease Agreement between SCI and City the following portions of the building in which the Demised Premises are located (hereinafter referred to as the "Building") in good condition and

repair, ordinary wear and tear excepted: exterior surfaces of the exterior walls and roof of the Building; structural integrity of the footings, foundation, slabs, floors, columns, exterior walls, roof and other structural elements of the Building; exterior doors, windows and plate glass of the Building; standard electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Demised Premises and the Building; standard light bulbs, tubes, ballasts and starters; demising walls installed by SCI or the City inside the Building; and the Common Areas.

18. **Insurance on Contents.** WJ shall carry, at WJ's expense, casualty insurance covering all risks of loss to its personal property, furniture, equipment, improvements, and other insurable personal property in amounts not less than the replacement cost of such property. Neither SCI nor the City shall have any liability for damage to WJ's personal property, furniture, equipment, or improvements, except to the extent caused by the negligence or willful misconduct of SCI or the City or their employees, contractors or agents.

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

20. **Lease Acceptance and Attornment.** WJ represents and warrants that it has read the original Lease Agreement dated October 11, 1996 and Lease Extension Agreement dated September 19, 2011 by and between the City and SCI, and WJ accepts those terms, covenants, provisions, and conditions of said Lease as would be applicable to its occupancy as a Sublessee, including all default and term provisions, except to the extent modified by this Sublease. Further, WJ agrees to attorn to City as its Lessor in the event SCI's lease rights shall terminate.

21. **Holdover.** If WJ shall, with the consent of SCI, holdover after the expiration or sooner termination of this Sublease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, WJ shall pay to SCI the rental agreed upon, and shall continue to be bound by all

of the provisions of this Sublease. Such holding over period may be terminated by either party upon 30 days written notice of intent to terminate.

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

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

WJ - Nelson Spencer, Jr., Publisher
319 N. 4th Street, Suite 650
St. Louis, MO 63102
Fax: 314-241-4207
Email: spence@wjinc.net

23. **Waiver.** No waiver by SCI of any breach of the terms and conditions hereof by WJ shall operate or shall be construed to affect any other breach of such terms and conditions. No delay or omission on the part of SCI to exercise any right or power accorded to it under the terms hereof shall impair any such right or power or shall be construed to be a waiver of its privileges to exercise any such right or power, and any such right or power may be exercised from time to time as often as it may be deemed expedient.

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

25. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky and not the law of

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

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

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

WJ:

THE WATERWAYS JOURNAL

BY: _____
NELSON SPENCER, JR.

Title:

STATE OF NEW YORK)
)
) : ss.
COUNTY OF NEW YORK)

Subscribed, sworn to and acknowledged before me by **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, by and through its duly authorized President, **REV. DAVID RIDER**, on this the ____ day of _____, 2019.

My commission expires: _____

NOTARY PUBLIC

STATE OF MISSOURI)
 : ss.
COUNTY OF ST. LOUIS)

Subscribed, sworn to and acknowledged before me by **THE WATERWAYS JOURNAL**, by and through its duly authorized officer, **NELSON SPENCER, JR.**, on this the ____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____

OWNER CONSENT

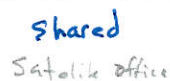
By signing below, the City of Paducah, as owner and lessor, agrees and consents to the foregoing Sublease according to the terms and conditions contained therein and specifically agrees that WJ's right to use the Demised Premises in accordance with this Sublease shall not be affected by the termination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

CITY OF PADUCAH

BY: _____
BRANDI HARLESS, Mayor

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

By: _____
STEPHEN E. SMITH, JR.



SCALE: 1/8" = 1'-0"



Agenda Action Form

Paducah City Commission

Meeting Date: June 11, 2019

Short Title: Approve an Amended and Restated Sublease between Seamen's Church Institute and American Bureau of Shipping - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

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

On May 5, 2015, the Board of Commissioners of the City of Paducah, Kentucky approved a Sublease between for said property between SCI and American Bureau of Shipping, a New York not-for-profit corporation, ("ABS") for office space in a portion of the real property leased by SCI.

SCI now desires to enter into an Amended and Restated Sublease with ABS for a term that will expire September 30, 2021 and that may be renewed by mutual agreement provided SCI's lease with the City is extended.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and adopt the Amended and Restated Sublease between Seamen's Church Institute and American Bureau of Shipping and authorize the Mayor to sign the Amended and Restated Sublease.

Attachments:

1. Ordinance
2. Amended and Restated Sublease to ABS attached Exhibit Final

ORDINANCE NO. 2019-__ -__

**AN ORDINANCE AUTHORIZING THE AMENDED AND RESTATED
SUBLEASE OF CITY OF PADUCAH PROPERTY BETWEEN SEAMEN’S CHURCH
INSTITUTE OF NEW YORK AND NEW JERSEY, INC. AND AMERICAN BUREAU
OF SHIPPING, A NEW YORK NOT-FOR-PROFIT CORPORATION**

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

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

WHEREAS, on May 5, 2015, the Board of Commissioners of the City of Paducah, Kentucky approved a Sublease between SCI and American Bureau of Shipping, a New York not-for-profit corporation, (“ABS”) for office space in a portion of the real property leased by SCI; and

WHEREAS, the Board of Commissioners of the City of Paducah now desires to approve an Amended and Restated Sublease between SCI and ABS.

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

Section 1. Recitals and Authorizations. The City hereby approves the Amended and Restated Sublease among SCI and ABS in substantially the form attached hereto as Exhibit A and made a part hereof. It is further determined that it is necessary and desirable and in the

best interest of the City to consent to the Amended and Restated Sublease for the purposes therein specified, and the execution and delivery of the Sublease is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Sublease.

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

Section 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\lease-amended sublease-seamen's church & american bureau of shipping

----- **AMENDED AND RESTATED SUBLEASE** -----

THIS AMENDED AND RESTATED SUBLEASE made and entered into effective on the 1st day of July, 2019, by and between **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, of 50 Broadway, New York City, NY 10004-1607 (hereinafter referred to as "SCI"), and **AMERICAN BUREAU OF SHIPPING**, a New York not-for-profit corporation, of 1701 City Plaza Drive, Spring, TX 77389 (hereinafter referred to as "ABS");

WITNESSETH:

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

WHEREAS, SCI and ABS are parties to a Sublease dated May 7, 2015 (herein "ABS Sublease"); and

WHEREAS, SCI and ABS have agreed to amend and restate the ABS Sublease in order to allow The Waterways Journal to sublease a portion of the premises; and

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

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, SCI and ABS do hereby agree to amend the ABS Sublease to the extent provided herein and restate the provisions not changed, as follows:

1. **Demised Premises; Common Areas.** SCI does hereby demise and sublet unto ABS the office and work spaces in the building located at 123 Water Street, Paducah, Kentucky,

as shown on Exhibit A attached hereto (hereinafter referred to as the “Demised Premises”), which is part of a group of office spaces that will be shared with The Waterways Journal and SCI. Spaces designated “ABS” shall be for the primary use of ABS; spaces designated “WJ” shall be for the primary use of The Waterways Journal; spaces designated “SCI” shall be retained by SCI for its primary use; and spaces designated “Shared” shall be shared use spaces between ABS and WJ on a first come, first served basis. ABS shall have access to the Demised Premises through the Main Entrance and Grand Lobby shown on Exhibit A. ABS will have the non-exclusive right, together with the other occupants and users of the premises, to use the parking areas, driveways, sidewalks, landscaped areas, shared entry lobbies and corridors, shared restrooms, and such other areas (outside of the Demised Premises) that SCI or the City may designate from time to time as common areas (hereinafter referred to as the “Common Areas”), subject to all of the terms and conditions of this Amended and Restated Sublease.

2. **Term.** The term of this Amended and Restated Sublease shall be for two (2) years and three (3) months beginning on July 1, 2019 and ending on September 30, 2021 (herein “Term”). This Amended and Restated Sublease may be renewed by mutual agreement provided SCI’s lease with the City of Paducah is extended.

3. **Rent.** ABS shall pay to SCI rent for the Demised Premises in the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month (in advance) with the first payment due on or before July 1, 2019, and each payment thereafter continuing to be due and payable on the same date of each month throughout the Term.

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

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

5. **Utilities.** SCI shall be solely and exclusively responsible for all monthly charges for electrical, gas, water, telephone, internet and CATV service to the Demised Premises. SCI shall also be responsible for all charges for weekly cleaning of the Demised Premises.

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

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

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

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

9. **Use and Occupancy.** ABS shall commit no waste or damage on or to the Demised Premises; the Demised Premises shall be used for the purposes hereinabove stated; the Demised Premises shall not be used for any unlawful purpose and no violation of law or ordinance shall be committed thereon; and nothing shall be done or suffered, or any substance kept on the Demised Premises, which will create a nuisance or operate to increase the fire hazard or to cause the insurance rates thereon to be increased. ABS shall be responsible for securing the Demised Premises at the end of each work day and WJ will share that responsibility once it has occupied its designated spaces.

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

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

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

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

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

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

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

Upon any default by ABS, SCI shall attempt to relet the Demised Premises and mitigate SCI's damages, and the entire unpaid rent under this Amended and Restated Sublease shall be immediately due and payable by ABS to SCI, and SCI may seek any other remedies available to SCI under applicable law.

15. **ABS's Liability.** ABS shall indemnify and save SCI harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims,

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

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

17. **Maintenance and Repairs.** ABS, at ABS's sole cost and expense, shall keep and maintain the Demised Premises in good condition and repair, ordinary wear and tear excepted, which obligations of ABS shall include the maintenance, repair and replacement of all interior surfaces of exterior walls and demising walls; interior walls, moldings, partitions and ceilings;

carpeting; non-structural interior components; interior windows, plate glass and doors; kitchen or break-room fixtures, appliances and equipment; and ABS's personal property.

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

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

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

20. **Lease Acceptance and Attornment.** ABS represents and warrants that it has read the original Lease Agreement dated October 11, 1996 and Lease Extension Agreement dated September 19, 2011 by and between the City and SCI, as extended, and ABS accepts those

terms, covenants, provisions, and conditions of said Lease as would be applicable to its occupancy as a Sublessee, including all default and term provisions, except to the extent modified by this Amended and Restated Sublease. Further, ABS agrees to attorn to City as its Lessor in the event SCI's lease rights shall terminate.

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

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

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

ABS - American Bureau of Shipping
1701 City Plaza Drive
Spring, TX 77389
Fax: (281) 877-5946
Email: tsnow@eagle.org

With copy to: ABS Legal Department
at the same mailing address
rclyne@eagle.org

23. **Waiver.** No waiver by SCI or any breach of the terms and conditions hereof by ABS shall operate or shall be construed to affect any other breach of such terms and conditions. No delay or omission on the part of SCI to exercise any right or power accorded to it under the terms hereof shall impair any such right or power or shall be construed to be a waiver of its privileges to exercise any such right or power, and any such right or power may be exercised from time to time as often as it may be deemed expedient.

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

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

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

27. **Condition Precedent.** This Amended and Restated Sublease is subject to the condition precedent that the City of Paducah must approve this Amended and Restated Sublease, and it shall be null and void in the absence of such approval. The approval from the City of Paducah must occur within 120 days of the effective date of this Sublease or ABS will have the option to terminate this Sublease without penalty.

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

SCI:

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

BY: _____
REV. DAVID RIDER, President

ABS:

AMERICAN BUREAU OF SHIPPING

BY: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC., by and through its duly authorized President, REV. DAVID RIDER**, on this the ____ day of _____, 2019.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by **AMERICAN BUREAU OF SHIPPING, by and through its duly authorized officer**, _____, on this the ____ day of _____, 2019.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC

OWNER CONSENT

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

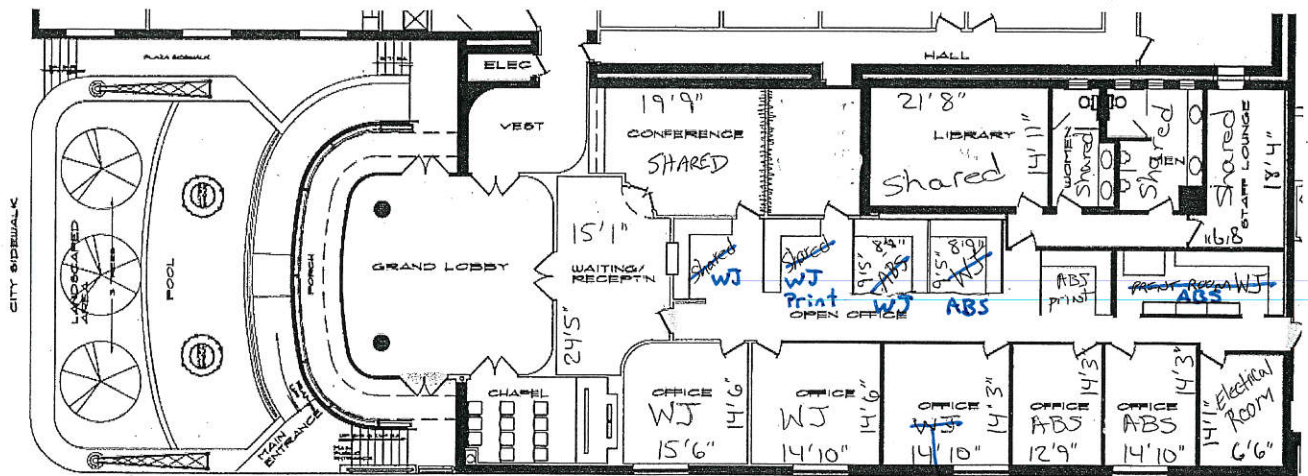
CITY OF PADUCAH

BY: _____

Title: _____

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

By: _____
STEPHEN E. SMITH, JR.



PRELIMINARY FLOOR PLAN

SCALE: 1/8" = 1'-0"

Shared
Satellite Office