CITY COMMISSION MEETING
AGENDA FOR OCTOBER 27, 2020
5:30 PM
VIDEO AND/OR AUDIO TELECONFERENCE MEETING

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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting. The Mayor will call on you to speak during the Public Comments section of the Agenda

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Midtown Alliance of Neighbors Update - Sharon Poat

PROCLAMATION 50th Anniversary of Paducah Convention & Visitors Bureau

PROCLAMATION Advocacy In Action Day

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.	**CONSENT AGENDA**	
		A.	Approve Minutes for October 13, 2020
		B.	Receive & File Documents
		C.	Personnel Actions
		D.	Appointment of David Godfrey to the Main Street Board
		E.	Approve FY2021 Contract with Sprocket, Inc., in the amount of $40,000 - **J ARNDT**
		F.	Approve Agreement to Employ Amie Clark as Director of Parks and Recreation - **J ARNDT**
		G.	Transfer of 432 Broadway to PGLM, Inc. for $7,500.00 - **T TRACY**
	II.	**ORDINANCE(S) - ADOPTION**	
		A. Approval of a Renewal Lease Agreement with Forest Hills Village, Inc. **J ARNDT**	

	III.	**COMMENTS**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	IV.	**EXECUTIVE SESSION**	

October 13, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 13, 2020, at 5:30 p.m., Mayor Brandi 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).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City's You Tube channel for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

PRESENTATIONS

Public Information Officer, Pam Spencer, provided the following summaries for presentations. Copies of the presentation material can be found in the minute file.

"Presentation of BUILD Grant Excursion Boat Landing Concept Drawings

City Engineer Rick Murphy presented to the Paducah Board of Commissioners concept drawings for the riverboat boat landing facility that would be funded by the BUILD grant. Last November, the City received news that we would be receiving $10.4 million in Better Utilizing Investments to Leverage Development (BUILD) funds. The City's approved application includes building a riverboat excursion pier and plaza. The concept drawings presented at the meeting show the riverboat landing facility parallel to the riverfront. This fixed construction facility would provide a safer and easier docking area as we continue to grow our tourism economy as a destination. Murphy also showed artistic concepts for the two concrete foundations located along the riverfront. Those structures are remnants of a conveyor system to offload materials from barges. To view BUILD grant information including the concept drawings, visit http://paducahky.gov/build-grant-2019.

Greater Paducah Economic Development (GPED) Update

Greater Paducah Economic Development's President/CEO Bruce Wilcox updated the Paducah Board of Commissioners on GPED's activities since mid-June. Wilcox outlined several of GPED's accomplishments including the negotiations for the sale of the Genova building, the installation of new signage at Industrial Park West, the brokerage and option agreements for several properties at the Triple Rail site, discussions with the Riverport regarding container-on-barge initiatives, the launch of a new website, and work with local partners including the Industrial Development Authority and Sprocket. Wilcox says GPED is working with 20 projects in various stages of development.

Employee Benefit Plans Briefing

Benefits Advisor DJ Story with Peel & Holland provided an overview of the City of Paducah's 2021 health insurance plan through Anthem Blue Cross Blue Shield as the City's third-party administrator. Those who participate in the City's health plan will have no change to their health insurance premiums as compared to this current year. The City has maintained the same health insurance premium rates for nine consecutive years which is quite unusual and an indication of the good management of the health plan and the City's dedication to employee wellness. The City of Paducah has a self-insured health insurance plan which means the premiums paid into the plan by the employees are used to pay the claims. Story commended the City for focusing on health and wellness and being able to keep the rates flat. Story said, "What the City has been able to do is remarkable. It shows a financial focus on wellness.""

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. There were no items removed. Mayor Harless asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the September 22, 2020 Paducah Board of Commissioners Meeting
I(B)	Receive & File Documents: *Minute File:* 1. Notice of Meeting of the Board of Commissioners – Commission – September 22, 2020 2. Notice of Meeting of the Board of Commissioners – Public/Media – September 22, 2020 3. 2020 Workers' Compensation KLC Safety Grant Award Notice dated June 19, 2020 **— MO #2356** 4. 2020 "Our Paducah" Strategic Plan **– MO #2368** 5. Performance Bond – Youngblood Excavating & Contracting LLC – Peck Educational Trail **– MO #2378** *Deed File:* 1. Quitclaim Deed – City of Paducah – W. M. Curtis Alley Closure **– ORD 2020-04-8630** 2. Quitclaim Deed – City of Paducah – Kelly Curtis Walker f/k/a Kelly Curtis Morgan – Alley Closure **– ORD 2020-04-8630** 3. Quitclaim Deed – City of Paducah to Andrew Suggs – Lot 10A – Remington Subdivision **– ORD 2020-06-8639** 4. Commissioner's Deed – 418 North 13th Street 5. Deed of Conveyance – Gary E. McDowell to City of Paducah – 612 South 21st Street **– MO #2373**

	Contract File: 1. Notice of Default and Termination of Contract – Huffman Construction LLC – **ORD 2020-05-8638** 2. Contract Change Order – Jim Smith Contracting Company LLC - resurfacing program **ORD 2020-08-8644** 3. Contract with Pace Contracting LLC – Flood Pump Station #2 Rehabilitation Project **– ORD 2020-08-8652** 4. Department of Justice – COPS Hiring Program Grant **– MO #2369** 5. Contract with Youngblood Excavating & Contracting LLC - $242,690 – Peck Educational Trail **– MO #2378** 6. Contract with Linwood Motors for the purchase of nine (9) Police Pursuit Rated SUV's in the amount of $334,929 **– MO #2382** 7. Contract with Linwood Motors for the purchase of two (2) pickup trucks for use by the Street Department in the amount of $53,600 **– MO #2383** *Financials* 1. Paducah Water Works – August, 2020 *Bids* 1. Nine (9) Police Pursuit rated SUV's a. Linwood Motors **** Bid Recommended For Acceptance*** b. Paducah Ford c. Humboldt Chrysler/Dodge/Jeep d. Lonnie Cobb Ford e. John Jones Auto Group 2. Two Pickup trucks – Street Department a. Linwood Motors ****Bid Recommended For Acceptance*** b. Paducah Ford c. Humboldt Chrysler/Dodge/Jeep d. Lonnie Cobb Ford
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AMENDING THE FY2020-2021 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY **(MO #2385; BK 11**)
I(E)	A MUNICIPAL ORDER REPEALING THE PREVIOUS FY2020-2021 PAY GRADE SCHEDULE IN ITS ENTIRETY AND ADOPTING A NEW FY2020-2021 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY **(MO #2386; BK 11**
I(F)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF $75,000 FOR SPECIFIC

	SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO SAID BOARD **(MO #2387; BK 11)**
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM IN THE AMOUNT OF $215,000 FOR PUBLIC TRANSPORTATION SERVICES **(MO #2388; BK 11)**
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE AMOUNT OF $54,000 FOR SPECIFIC SERVICES **(MO #2389; BK 11)**
I(I)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) GRANT THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF $1,786,875 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS AND AUTHORIZING THE EXECUTION ALL DOCUMENTS RELATED TO SAME **(MO#2390; BK 11)**
I(J)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2020 CDBG CORONAVIRUS RECOVERY KENTUCKY GRANT IN AN AMOUNT UP TO $200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT ON BEHALF OF FOUR RIVERS BEHAVIORAL HEALTH CENTER POINT RECOVERY CENTER FOR COVID-19 RELATED EXPENDITURES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME **(MO #2391; BK 11)**
I(K)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY FOR A FIRST RESPONDERS GRANT THROUGH THE MARATHON PETROLEUM FOUNDATION IN THE AMOUNT OF $4,800, TO BE USED BY THE PADUCAH FIRE DEPARTMENT FOR THE PURCHASE OF FOUR (4) ICE COMMANDER SUITS FOR WATER RESCUES AND AUTHORIZING THE ACCEPTANCE OF ALL GRANT FUNDS AWARDED**(MO #2392; BK 11)**
I(L)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2020 KLCIS LIABILITY GRANT IN THE AMOUNT OF $3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR SIDEWALK AND ADA ACCESSIBLE RAMP AT THE NOBLE PARK TENNIS COURTS, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME **(MO #2393; BK 11)**
I(M)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2021 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME **(MO #2394; BK 11)**

I(N)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF $78,900 PLUS $200 PER HOUR, SUBJECT TO A MINIMUM RETAINER OF $5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM **(MO #2395; BK 11)**
I(O)	A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2021 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME **(MO #2396; BK 11)**
I(P)	A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2021 PLAN YEAR **(MO #2397; BK 11)**
I(Q)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE GROUP LIFE INSURANCE BENEFITS PROPOSAL WITH MUTUAL OF OMAHA IN A TOTAL ANNUAL GROUP PREMIUM AMOUNT OF $44,453.40 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME **(MO #2398; BK 11)**
I(R)	A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH MELBER NEW HOPE FIRE DISTRICT FOR DISPATCH COMMUNICATION SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT **(MO #2399; BK 11)**

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

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

<u>ORDINANCE ADOPTION</u>

COLLECTION OF PROPERTY TAXES IMPOSED BY THE PADUCAH INDEPENDENT SCHOOL DISTRICT

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, " AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021" This ordinance is summarized as follows:

October 13, 2020

The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2020 through June 30, 2021, an ad valorem tax of eighty-six and 4/10 cents ($0.864) on each one hundred dollars ($100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, and an ad valorem tax of eighty-six and 4/10 cents ($0.864) on each one hundred dollars ($100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

PURPOSE	RATE PER $100.00
PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Estate	$0.864
Personal Property (including inventory)	$0.864

Taxes authorized to be collected shall be due and payable as set forth in the Ordinance for setting Tax Levies for the City of Paducah for FY2021 as adopted September 22, 2020.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **ORD 2020-10-8658**

ORDINANCE - INTRODUCTION

APPROVAL OF A RENEWAL LEASE AGREEMENT WITH FOREST HILLS VILLAGE, INC.

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE APPROVING A RENEWAL LEASE AGREEMENT WITH FOREST HILLS VILLAGE, INC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE.” This ordinance is summarized as follows: That the City of Paducah hereby approves an agreement with Forest Hills Village, Inc., and authorizes the Mayor to execute said lease agreement. The term of the renewal lease shall be for ten (10) years commencing January 1, 2021, and ending December 31, 2030.

COMMENTS BY COMMISSIONERS

- Commissioner McElroy expressed gratitude to the Team members who worked on the Halloween Guidelines. It is such a positive approach. “We must keep doing life . . . but safely.”

EXECUTIVE SESSION

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

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

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Paducah Board of Commissioners reconvene in open session.

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

ADJOURN

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

Meeting ended at approximately 8:22 p.m.

ADOPTED: October 27, 2020.

____
Brandi Harless, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

October 27, 2020

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Meeting of the Board of Commissioners – Commission – October 13, 2020
2. Notice of Meeting of the Board of Commissioners – Public/Media – October 13, 2020

Contract File:

1. Commonwealth of Kentucky – Highway Safety Grant FY2021 $21,370 **– MO #2313**
2. Contract For Services FY2021 – $2,000 - Paducah Tilghman Tornado League Football (signed by City Manager)
3. Contract For Services FY2021 - $7,500 – Brooks Stadium (signed by City Manager)
4. Kenney Corporation – Paxton Park Mowers - $32,862.98 **(MO #2362)**
5. Linwood Motors – Nine (9) Police Pursuit Rated SUVs **– MO #2382**
6. Linwood Motors - Two (2) pickup trucks for Street Department **– MO #2383**
7. Contract For Services – FY2021 - $75,000 – Paxton Park **– MO #2387**
8. Contract For Services – FY2021 - $215,000 – Paducah Transit Authority - **MO #2388**
9. Contract For Services – FY2021 - $54,000 – Luther F. Carson Four Rivers Center, Inc. – **MO #2389**
10. Contract For Services – FY2021 - $4,100 – Oscar Cross Boys & Girls Club – (signed by City Manager)

Financials

1. City of Paducah Police and Firefighters Pension Fund – Valuation as of 7/1/2020
2. Barkley Regional Airport Authority – Years ended June 30, 2020 and 2019
3. Paducah Water Works – Financial Statements – Years ended June 30, 2020 and 2019

CITY OF PADUCAH
October 27, 2020

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

Michelle Smolen

City Manager's Office Signature

10/27/2020

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
October 27, 2020

NEW HIRES - FULL-TIME (F/T)

E911	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Bugg, Gregory Patrick	Telecommunicator	$17.06/hr	NCS	Non-Ex	October 29, 2020
PUBLIC WORKS	**POSITION**	**RATE**	**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Bennett, Louie H.	Fleet Mechanic II	$19.11/hr	NCS	Non-Ex	November 12, 2020

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

PARKS & RECREATION	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Downing, Jr., David W.	Parks Maintenance Supervisor	Parks Maintenance Supervisor	NCS	Ex	October 22, 2020
	$23.06/hr	$23.64/hr			
Johnson, Molly	Special Events Superintendent	Special Events Superintendent	NCS	Ex	October 22, 2020
	$30.72/hr	$31.49/hr			
Meadows, Chelsi W.	Parks Maintenance Supervisor	Parks Maintenance Supervisor	NCS	Ex	October 22, 2020
	$23.06/hr	$23.64/hr			
E911					
Noel, Christopher	Telecommunicator	Telecommunicator	NCS	Non-Ex	October 22, 2020
	$16.79/hr	$17.06/hr			
FIRE - PREVENTION					
Tinsman, April	Deputy Fire Marshal	Deputy Fire Marshal	NCS	Non-Ex	July 1, 2020
	$29.18/hr	$29.18/hr			
FIRE - SUPRESSION					
Tinsley, Matthew	Deputy Fire Chief	Deputy Fire Chief	NCS	Ex	July 1, 2020
	$39.73/hr	$41.17/hr			
PLANNING					
Upchurch, Nancy	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 1, 2020
	$23.81/hr	$23.81/hr			

Agenda Action Form
Paducah City Commission

Meeting Date: October 27, 2020

Short Title: Approve FY2021 Contract with Sprocket, Inc., in the amount of $40,000 - **J ARNDT**

Category: Motion

Staff Work By: Claudia Meeks, James Arndt
Presentation By: James Arndt

Background Information: For FY2021, it was decided that a Grant-In-Aid Application process would be used to determine the level of funding for various organizations in the City of Paducah. The City went through a grant application process, The Grant-In-Aid Committee reviewed the applications and then made a recommendation to the City Manager, who, in turn, took the recommendation to the Board of Commissioners. On September 8, 2020, the Board of Commissioners, by Municipal Order #2379, approved the recommendations of the Committee and the City Manager.

The Board of Commissioners is now desirous of entering into a contract with Sprocket, Inc., for FY2021 services in the amount of $40,000.

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

If yes, please list the Action Step Item Codes(s): E1- Encourage and assist local business retention and expansion

E7 - Recruit and incentivize the creation of new targeted industries

E8 - Cultivate local entrepreneurship and innovation

Funds Available: Account Name: Investment Fund

Account Number: ED0115 2400-0401-423070

Staff Recommendation: Authorize the Mayor to sign an FY2021 Contract with Sprocket, Inc., in the amount of $40,000

Attachments:

1. Sprocket - FY2021 Contract
2. MO - contract-Sprocket FY21

CONTRACT FOR SERVICES

This Contract for Services, effective this ___day of____________, 2020, by and between the **CITY OF PADUCAH** ("City") and **SPROCKET INC**, ("Sprocket"), a Kentucky non-profit corporation.

WHEREAS, Sprocket, Inc is a non-profit 501(c)3 makerspace. Sprocket is a place to create and develop innovative programs for education, entrepreneurship, and community learning.

WHEREAS, the services of Sprocket as described herein are for the direct benefit of the citizens of Paducah; and

WHEREAS, promoting entrepreneurialism which fosters development of the local workforce and the economy of Paducah serves a valid public purpose; and

WHEREAS, the City desires to contract with Sprocket for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this Contract for Services shall be from the effective date of the contract through June 30, 2021.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative and operational costs including compensation for personnel who carry out the objectives and services of Sprocket and for the services described herein, City shall pay Sprocket the sum of Forty Thousand Dollars ($40,000) to be paid no later than November 30, 2020.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Sprocket, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES Sprocket shall perform the following services for and on behalf of the City in consideration for the payment described above:

Sprocket seeks to vastly expand and build-out an additional 8,000+ square feet to accommodate a partnership with Codefi LLC of Kentucky. This project will support the following efforts:

- Build out entrepreneurial co-work space that will serve as an innovation accelerator
- Present and market programming in the co-work space (and in other locations in the run-up) where activities will lead to the accomplishment of project milestones/outcomes
- Engage in the education of both students and adults in tech by presenting youth and adult coding training
- Promote a culture of entrepreneurship by supporting activities that foster technology and innovation with in the Paducah Region.

SECTION 6: ACCOUNTING

(A) Sprocket shall conduct all accounting, payroll, and fiscal management. Sprocket shall make regular reports of expenditures to ensure such expenditures are proper.

(B) City shall have the right to inspect the operations of Sprocket, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.

(C) Sprocket shall supply an annual financial audit to the City within two (2) weeks of its completion.

(D) Prior to June 30, 2020, Sprocket shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 3.

SECTION 7: ENTIRE AGREEMENT This Contract for Services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Sprocket are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all moneys not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

____

Brandi Harless, Mayor

SPROCKET, INC.

Suzanne Clerk

Name

Title: Director

MUNICIPAL ORDER NO. ________

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF $40,000 FOR MAKER SPACE AND ENTREPRENEURIAL DEVELOPMENT SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Sprocket, Inc. in the amount of $40,000 payable in one annual installment, for providing maker space and entrepreneurial development services. This contract shall expire June 30, 2021.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. ED 0115 24000401-523070

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

____
Brandi Harless, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 27, 2020
Recorded by Lindsay Parish, City Clerk, October 27, 2020
\mo\contract-Sprocket FY21

Agenda Action Form
Paducah City Commission

Meeting Date: October 27, 2020

Short Title: Approve Agreement to Employ Amie Clark as Director of Parks and Recreation - **J ARNDT**

Category: Municipal Order

Staff Work By: James Arndt
Presentation By: James Arndt

Background Information: The City Manager is recommending Amie Clark to be promoted from the Assistant Director of Parks and Recreation to the Director of Parks and Recreation. The recommendation is based on performance, and the ability to perform in her role, and a series of interviews. Per the employment agreement, Amie will be the Director on December 17, 2020. There will be a transition period as the current Director will be retiring at the end of the year.

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 Mayor to sign and execute the employment agreement for the Director of Parks and Recreation.

Attachments:
1. Director of Parks and Recreation - Employment Agreement Clark
2. MO - agree-employment Amie Clark - Director of Parks and Recreation

AGREEMENT TO EMPLOY AMIE CLARK
AS DIRECTOR OF PARKS AND RECREATION

This Agreement made and entered into this 27th day of October 2020, by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", and Amie Clark, hereinafter called "Director of Parks and Recreation", both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to employ Amie Clark as Director of Parks and Recreation; and

WHEREAS, the Board of Commissioners desires to (1) secure and retain the services of Amie Clark as Director of Parks and Recreation and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring her morale and peace of mind with respect to future security, and (3) to provide a just means for terminating her service at such time that the Board of Commissioners may desire to no longer employ her as Director of Parks and Recreation; and

WHEREAS, Amie Clark desires to accept employment as Director of Parks and Recreation of the City of Paducah;

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners appointed Amie Clark as Director of Parks and Recreation of the City of Paducah on October 27, 2020.

2. DUTIES

Director of Parks and Recreation shall serve under the direction of the City Manager. She will perform the duties of Director of Parks and Recreation as prescribed by the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager.

Amie Clark will be required to complete an approved course related to parks maintenance. She must also submit a 12-month Parks and Recreation plan prior to her beginning date as noted in Section 4, for the department with benchmarks occurring at 3-months, 6-months, 9-months, and one year.

3. TERM

Director of Parks and Recreation serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Director of Parks and Recreation at any time, subject only to State Law and the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

Director of Parks and Recreation will begin her duties on December 17, 2020. The beginning date of the effect of this contract will be October 27, 2020.

5. PARKS AND RECREATION DIRECTOR COMMITMENTS

While serving as Director of Parks and Recreation, Amie Clark agrees to remain in the exclusive employ of the City, except that she may engage in occasional teaching, writing or speaking on her own time.

Amie Clark recognizes that it is important for City Department Directors to be actively involved in the community and encourages residence in the City to help demonstrate a commitment to the community.

6. INDEMNIFICATION

Whenever the Director of Parks and Recreation shall be sued for damages arising out of the performance of her duties, the City shall provide defense counsel for the Director of Parks and Recreation in such suit and indemnify her from any judgment rendered against her, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as Director of Parks and Recreation, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The minimum workweek for the Director of Parks and Recreation shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Director of Parks and Recreation must devote a great deal of time outside of normal office hours to City business, she is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay Director of Parks and Recreation an annual base salary of EIGHT-NINE THOUSAND AND FIVE HUNDRED DOLLARS ($89,500).

9. COMPENSATION ADJUSTMENT

The City Manager will review the Director of Parks and Recreation compensation beginning first on July 1, 2021, and then review annually thereafter. In considering compensation increases the City Manager will weigh the Director of Parks and Recreation performance, the compensation of Director of Parks and Recreation serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

10. VEHICLE ALLOWANCE

The Director of Parks and Recreation will be paid a vehicle allowance of FIVE HUNDRED DOLLARS per month ($500/month).

11. RETIREMENT

The Director of Parks and Recreation will participate in Kentucky's defined benefit retirement program as provided by the City for the benefit of its employees.

12. LEAVE

The Director of Parks and Recreation shall accrue leave at the same rate as other general employees. The leave accrual limits that apply to other administrative employees will apply to the Director of Parks and Recreation.

13. PROFESSIONAL DEVELOPMENT

The City will pay the Director of Parks and Recreation professional association subscriptions; memberships and participation costs, including attendance at an annual professional association conference; and within budgetary limits will support her continued professional development.

14. INSURANCE AND OTHER BENEFITS

The Director of Parks and Recreation will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees.

15. TERMINATION OF APPOINTMENT

Non-voluntary termination of the Director of Parks and Recreation must be conducted in accord with KRS 95.450 or similar legislation in effect at the time of termination.

If the Board of Commissioners decides to terminate the Director of Parks and Recreation or requests her resignation during the first two years of her employment, the Board of Commissioners will either give the Director of Parks and Recreation three months' notice before the termination takes effect, or will offer to pay a severance payment to the Director of Parks and Recreation. Such severance payment shall be a lump sum cash payment equal to three months of salary as defined in Paragraph 8 above.

If the Director of Parks and Recreation elects to accept the aforesaid severance payment, she will sign a severance agreement, which generally releases the City of any and all claims that the Director of Parks and Recreation may have as a result of her employment and/or termination.

If the Director of Parks and Recreation is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Director of Parks and Recreation by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Director of Parks and Recreation by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Director of Parks and Recreation is terminated for "just cause", then the City's only obligation to the Director of Parks and Recreation is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty; (4) recurrent insobriety; (5) violation of duties to the City by any other act(s) of a similar nature which bring discredit to the City.

Should the Director of Parks and Recreation be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

16. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director of Parks and Recreation.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Amie Clark executed this Agreement as Director of Parks and Recreation this ______ day of January, 2020.

______________________________	______________________________
Brandi Harless, Mayor City of Paducah, Kentucky	Amie Clark

ATTEST:

____
Lindsay Parish, City Clerk

MUNICIPAL ORDER NO. _______

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND AMIE CLARK FOR EMPLOYMENT AS DIRECTOR OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Amie Clark to be employed in the position of Director of Parks and Recreation.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

____
Brandi Harless, Mayor

ATTEST:

____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 27, 2020
Recorded by Lindsay Parish, City Clerk, October 27, 2020
\mo\agree-employment – Amie Clark – Director of Parks and Recreation

Agenda Action Form
Paducah City Commission

Meeting Date: October 27, 2020

Short Title: Transfer of 432 Broadway to PGLM, Inc. for $7,500.00 - **T TRACY**

Category: Municipal Order

Staff Work By: Katie Axt
Presentation By: Tammara Tracy

Background Information: On July 16, 2015, the previous owner of the site relinquished ownership of the site in lieu of razing the commercial building on the site. The city demolished the building due to the extreme public safety concerns arising from the long-term neglect by the previous owner.
The city attempted to redevelop the site into a park however construction costs were projected to be far above available funds; thus the site remains in its current vacant status.
Earlier this year PGJM, LLC, acquired 428-430 Broadway. PGJM, LLC, plans to redevelop the historic Goodman building into a 5-room boutique hotel, event center, retail, and restaurant space. To support the redevelopment and activity proposed in this adjacent historic building, they propose to purchase this vacant lot. Under this agreement, PGJM, LLC, would construct outdoor dining, seating, and entertainment space. This project will create 20 full time jobs.
PGJM, LLC, currently own and operate Hotel 1857, the Johnson Bar, Paducah Axe, and formerly Tribeca and JPs. This project is an expansion of their hospitality business and guest services offered through the Hotel 1857.
The developer commits to spend approximately $3 million on the redevelopment of 428-430 Broadway and the construction of the outdoor space at 432 Broadway. In exchange for this agreement to develop these sites as proposed, the City would sell 432 Broadway to them for $7,500.
An additional condition of this agreement is that PGJM, LLC, would plant one overstory tree on 432 Broadway, in accordance with specifications of the International Society of Arboriculture.
Transfer of the property would be in accordance with KRS 82.083(4)(b) which indicates that “real property may be transferred, with or without compensation, for economic development purposes, which shall include but not be limited to real property transfers for the elimination of blight.”

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes
If yes, please list the Action Step Item Codes(s): E-3 Promote occupancy in all downtown buildings

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:
1. 432 Broadway, Paducah KY
2. PGJM Business Plan 428-430 and 432 Broadway
3. MO prop sale - 432 Broadway - PGLM, Inc.

Business Plan

OWNERS

Jorge Martinez & Paul Gourieux via PGJM, LLC

Project - *The Goodman Building Restoration*
428 - 432 Broadway
Paducah, KY 42001
Telephone – 270.366.9058

I. Executive Summary / Project Description

Owners Jorge Martinez and Paul Gourieux are proud to build on their current base of businesses in downtown Paducah through their restoration of ***The Goodman Building.***

Mr. Martinez and Mr. Gourieux are the owners of three successful downtown projects; **Paducah Axe** (opened in March of 2020), **The Johnson Bar** (opened in June of 2019) and **The 1857 Hotel.**

The 1857 Hotel (opened in April of 2016) has garnered local, state and national attention in its four years of operation. Martinez & Gourieux believe that interest in the historic district of downtown Paducah is just beginning to be realized and are confident that the restoration of **The Goodman Building** will be an additional anchor to this continued revitalization.

While the bulk of restoration projects in downtown are based north of 3rd Street, the partners have longed believed that there is ample growth opportunity along Broadway from 4th to 7th Streets. Martinez /Gourieux envision that the restoration & reopening of The Goodman Building may be a substantial aid in sparking new interest in this section of the historic district. As continued progress is made to restore the Columbia Theater, Martinez & Gourieux view the Goodman Building - and the corner of 5th & Broadway - as a strategic anchor to further restoration & development in this section of downtown.

With the overwhelming success of their 1857 Hotel, Martinez & Gourieux plan a similar project with enhanced new offerings at the restored Goodman Building site. The addition of the empty lot at 432 Broadway will allow further expansion to include an extensive outdoor dining area. The scope of the project is as follows:

- Goodman Building, 3rd Floor – Five (5) luxurious hotel rooms
- Goodman Building, 2nd Floor – Event Center, grand hotel lobby with registration area, public bathrooms, glass enclosed lobby bar with decking that extends to the covered area of outdoor dining section at 432 Broadway
- Goodman Building, 1st Floor / ground level – Commercial retail space in bay # 1, restaurant / bar in bay #2 with extensive indoor & outdoor seating and a complete catering kitchen to service events on level 2
- Empty lot at 432 Broadway – Outdoor dining area with covered & uncovered sections of seating. This area will be landscaped to include new trees, shrubbery and an array of fresh flowers.

II. Site Plan

Please find enclosed multiple photos of the site including a historical photo of 428 – 430 Broadway in the midst of the booming 1950's.

AERIAL PHOTOGRAPH

FLOOD HAZARD MAP

PANEL DATE	November 02, 2011	MAP NUMBER	21145C0153F

PHOTOGRAPHS OF SUBJECT

SUBJECT SITE (Photo Taken September 17, 2020)

SUBJECT SITE (Photo Taken September 17, 2020)


GLEN MORE CLOTHES
Suits The Men

III. Conceptual Drawing or Elevations

Please find enclosed a conceptual drawing of the completed project utilizing the empty lot at 430 Broadway.

IV. Construction Schedule

The owners are very pleased to relay that substantial work has already begun at 428 – 430 Broadway to ensure the building's structural integrity. Following their purchase of the property, the owners undertook a very aggressive roof stabilization project to secure the building and prevent further damage from extensive water intrusion. This initiative is ongoing and has resulted in over $12,500 of personal funding having been invested in the property to date.

Regrettably, the onset of the COVID-19 pandemic (and resulting governmental closures) has resulted in a downturn in the owner's business revenue. As a result, Martinez / Gourieux have elected to focus their funding to address the buildings' structural concerns in the short term. The partners anticipate that the overall rehabilitation project will begin in earnest ***midyear 2021***.

V. Capital Budget

As the Commission may be aware, Martinez / Gourieux are fortunate to have completed multiple rehabilitation projects (including the Tribeca Buildings, The 1857 Hotel and The Johnson Bar) in the historic section of downtown Paducah. These project sites were of very similar size and in similar states of disrepair as 428 – 430 Broadway (The Goodman Building).

Based on their construction experience with similar projects, Martinez / Gourieux have factored an estimated construction budget of between $2.7 Million and $3.15 Million. The owners are fortunate to have a well-established banking relationship that will aid in this funding of the project.

VI. Copy of Deed for 428 – 430 Broadway

Please find enclosed a copy of the deed for the owner's acquisition of 428 – 430 Broadway. The owner's purchased the Goodman Building on the 1st of July, 2020.

COPY

----DEED----

THIS DEED OF CONVEYANCE made and entered into on this the 1st day of July, 2020, by and between **RHR LAND COMPANY, INC.**, a Kentucky Corporation, of 306 Julep Lane, Murray, KY 42071, Grantor; and **PGJM, LLC**, a Kentucky limited liability company, of 127 Market House Square, Paducah, KY 42001, Grantee (in whose care the state and county tax bill for the aforesaid calendar year may be sent).

WITNESSETH:

THAT FOR the full and actual consideration of the sum of Twenty Five Thousand Five Hundred and 00/100 Dollars ($25,000.00), cash in hand paid, by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and does by these presents hereby bargain, sell, alien, and convey unto the Grantee, its successors and assigns, the following-described real property, lying and being in McCracken County, Kentucky, and more particularly described as follows, to-wit:

Part of the original lot number one hundred and seventy-nine, in block number eighteen. Addition "B" or First Addition to the City of Paducah, Kentucky, bounded and described as follows, viz: Beginning in the southerly line of Broad Street twenty-four feet easterly from the corner of Fifth, formerly Chestnut Street, being corner to the lot sold to D.A. Yeiser, trustee, by deed dated May 10, 1884, recorded in Deed Book 30, page 372, of the records in the office of the McCracken County Court Clerk; thence with the southerly line of said Broadway Street easterly fifty-two feet eight and one-half inches to the corner of a lot conveyed to James Campbell by deed dated July 25, 1887, and recorded in Deed Book 34, page 552 of said records; thence with the line of said lot at right angles to Broadway Street, southerly one hundred seventy-three feet three inches; thence westerly toward Fifth Street; and parallel with Broadway Street fifty-two feet eight and one-half inches to a corner to said lot conveyed to said D.A. Yeiser, trustee; thence with his line parallel with said Fifth Street northerly one hundred seventy-three feet three inches to the place of beginning.

Subject to an alleyway ten feet in width off the Southerly end of said lot, established by a privilege or easement agreement between H.W. Patterson and others, dated October 15, 1900, and recorded in Deed Book 61, page 519, of said records.

McMURRY
AND
'INGSTON, PLLC
TTORNEYS AT LAW
P. O. BOX 1700
PADUCAH, KY

Being in all respects the same property conveyed to RHR Land Company, Inc., a Kentucky corporation, by deed dated May 23, 2018, of record in Deed Book 1366, page 657, McCracken County Clerk's Office. See attached Resolution of the Board of Directors of RHR Land Company, Inc., approving this sale and authorizing Charles A. Jones, President, to sign on behalf of the corporation.

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

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

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

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

GRANTOR:

RHR LAND COMPANY, INC.

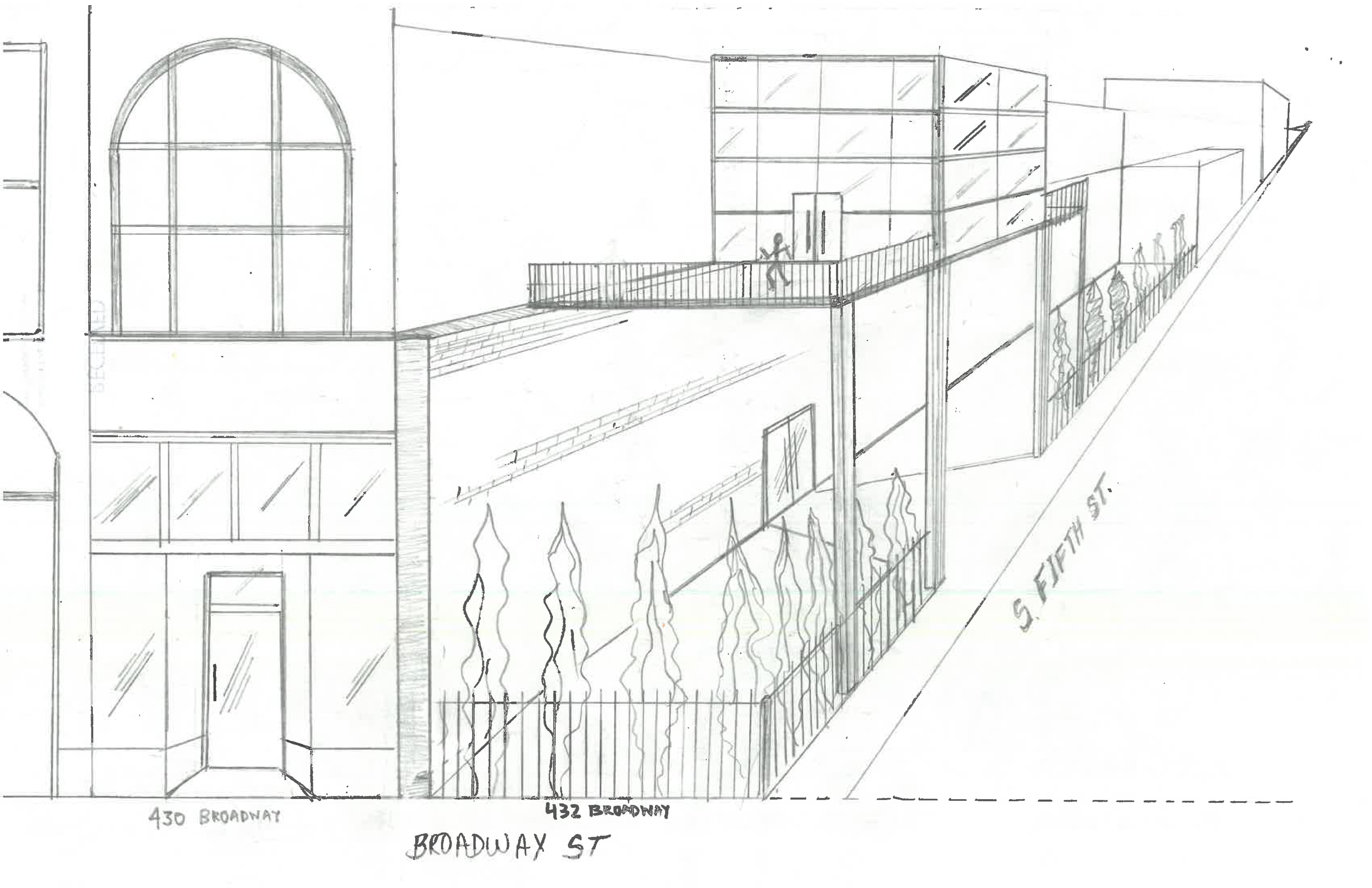
By: ______________________
Charles A. Jones, President

GRANTEE:

PGJM, LLC

By: ______________________
Paul David Gourieux, Member

By: ______________________
Jorge Martinez, Member



S. FIFTH ST.
430 BROADWAY
432 BROADWAY
BROADWAY ST

MUNICIPAL ORDER ______

A MUNICIPAL ORDER AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 432 BROADWAY TO PGJM, LLC, FOR $7,500.00 TO PROVIDE FOR OUTDOOR DINING AND ENTERTAINMENT SPACE ASSOCIATED WITH THE REHABILITATION OF 428-430 BROADWAY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.

WHEREAS, KRS 82.083(4)(b) specifies that "real property may be transferred, with or without compensation, for economic development purposes, which shall include but not be limited to real property transfers for the elimination of blight";

WHEREAS, the lot was conveyed to the city in 2015 under emergency conditions after the building began to collapse due to the neglect of the previous owner and the city had to demolish the building to protect the public;

WHEREAS, the small, vacant lot is located within the City of Paducah's Historic Downtown and the Downtown Commercial District;

WHEREAS, the maintenance of the vacant lot has been an on-going expense;

WHEREAS, an appraisal of the property was conducted estimating the value at $10,000.00;

WHEREAS, PGJM, LLC, is a respected and proven development partner, local historic preservationist, and long-term business owner in Paducah;

WHEREAS, PGJM, LLC, commits to redeveloping the lot in conjunction with the rehabilitation of the adjacent property, 428-430 Broadway, into a boutique hotel, event center, retail, and restaurant space; and

WHEREAS, transferring the lot to a proven developer-owner will bring new businesses, new jobs, new tax revenue, and reactivation of underutilized land to draw more people and commerce to Downtown Paducah, thereby contributing to the City's long term vision of revitalization for the District.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby authorizes the Mayor to execute a deed and any necessary documents relating to same.

SECTION 2. The Mayor is hereby authorized to execute a contract with PGJM, for the purchase of 432 Broadway according to all contract documents heretofore approved and incorporated in the proposal.

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, _________, 2020
Recorded by Lindsay Parish, City Clerk, _________, 2020
MO/prop sale-432 Broadway-PGLM, Inc.

Agenda Action Form
Paducah City Commission

Meeting Date: October 27, 2020

Short Title: Approval of a Renewal Lease Agreement with Forest Hills Village, Inc. **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt
Presentation By: James Arndt

Background Information: The City of Paducah currently leases its real estate development to Forest Hills Village, Inc., for specified annual rental amounts. The existing lease agreement will expire on December 31, 2020. The parties desire to continue their lease relationship, with the new term of lease being for ten years, commencing January 1, 2021 and terminating December 31, 2030.

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 Mayor to execute the Renewal Lease Agreement.

Attachments:
1. Forest Hills - Renewal Lease Agreement
2. Ordinance - Forest Hills Lease

246969

RENEWAL LEASE AGREEMENT

THIS RENEWAL LEASE AGREEMENT made and executed on this ___ day of ________________, 2020, by and between the **CITY OF PADUCAH, KENTUCKY**, a Kentucky municipality of the second class, hereinafter referred to as "City" and **FOREST HILLS VILLAGE, INC.**, a Kentucky non-profit corporation, hereinafter referred to as "Forest Hills".

WITNESSETH:

WHEREAS, the City is the fee simple owner of a large residential development located within the City of Paducah, Kentucky, that is generally known as "Forest Hills"; and

WHEREAS, the City has historically leased that property to Forest Hills under various lease and lease addendum agreements, commencing with the initial Lease Agreement dated November 20, 1968, and ending with the current Renewal Lease Agreement dated September 8, 2010; and

WHEREAS, the lease term under the Second Addendum to Renewal Lease Agreement will expire on December 31, 2020; and

WHEREAS, the parties desire to continue their lease relationship with respect to the Forest Hills property in accordance with the terms and conditions of this Renewal Lease Agreement.

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

1. **RENEWAL LEASE**. For and in consideration of the mutual covenants and promises made by the parties hereunder, the City does hereby lease and let unto Forest Hills, and Forest Hills does hereby lease and let from the City, all of the real and personal property that is a part of the residential development known as "Forest Hills," including all residential units and other improvements and appurtenances located thereon, and all fixtures, utility lines, easements,

and other rights and privileges that relate thereto or are a part thereof, all of which shall hereinafter be referred to as the "Lease Premises." A legal description of the Lease Premises is as follows:

> All the property embraced within the plat boundary of Forest Hills as shown by plat thereof recorded in Plat Book E, at page 4, in the County Court Clerk's office of McCracken County, Kentucky, less and except therefrom the streets dedicated to the public and easements for utilities as shown upon said plat, together with all improvements located thereon, including all water heaters, gas ranges, refrigerators and other personal property located in and/or affixed to and used in connection with said improvements, and all machinery, equipment and supplies owned by party of the first part now located on the above described premises for the purpose and use in maintaining and/or operating said premises.
>
> Being the same property conveyed by Paducah-McCracken Development Council, Inc., to the City of Paducah, Kentucky, by deed dated November 22, 1968, and recorded in Deed Book 503, page 485, in the McCracken County Court Clerk's Office at Paducah, Kentucky.

2. **TERM OF LEASE**. The term of this lease shall be for a term of ten (10) years, which term shall commence on the 1st day of January, 2021, and terminate on the 31st day of December, 2030.

3. **USE OF THE LEASE PREMISES**. Forest Hills shall have the exclusive right and authority to use and occupy the Lease Premises, and to manage and operate the residential development located thereon, subject to the following conditions:

   a. Forest Hills shall use and operate the Lease Premises as a residential development;

b. Forest Hills shall rent the residential units within that development to members of the general public under written lease agreements for month-to-month tenancies;

c. Forest Hills shall charge sufficient rentals under those lease agreements to fund (i) the annual lease payments that are to paid to the City hereunder; (ii) the day-to-day operating costs and expenses of the development, (iii) the costs and expenses for capital improvements, and (iv) a sufficient reserve for future operations and improvements;

d. Beginning on April 1, 2021, Forest Hills shall provide written annual reports to the City of Paducah detailing the number of available units and the occupancy rate during the preceding year;

e. Forest Hills shall implement a tenant complaint resolution system which requires Forest Hills to address each tenant formal written complaint no later than fourteen (14) days after it is submitted. Forest Hills shall provide a copy of each formal written complaint submitted to Forest Hills to the City Manager's Office within seventy-two (72) hours of its submission and shall further provide documentation to the City Manager's Office of the resolution of each formal written complaint no less than seventy-two (72) hours after resolution. Forest Hills understands and expressly agrees that the City Manager or his/her designee shall have the authority to enter on the Lease Premises to inspect and/or investigate any and all complaints made and/or received following eight (8) hours' notice to Forest Hills.

Nothing contained in this subparagraph shall be construed to apply to routine maintenance requests.

f. Forest Hills shall provide the City Manager's Office with a copy of any and all regulatory notifications and/or complaints received/filed concerning Forest Hills' facilities, residential units, common areas and/or grounds, including, but not limited to, notifications/ complaints made to or by the federal or state Occupational Safety and Health Administration, within seventy-two (72) hours of Forest Hills' notification of said regulatory complaints. Forest Hills understands and expressly agrees that the City Manager or his/her designee shall have the authority to enter the Lease Premises to inspect and/or investigate any and all complaints made and/or received following eight (8) hours' notice to Forest Hills.

4. **BUDGET**. Forest Hills Board of Directors ("Board") shall establish a budget for each fiscal year of the project. The budget shall include the projected costs of the Project's operations for the forthcoming fiscal year, and additionally, shall include sufficient reserves for continued operations and capital improvements which are necessary to continue the viability of the Project. The budget shall be preliminarily prepared by Forest Hills Village, Inc., on or before April 1st of each year. Upon adoption, copies of the budget shall be sent to the City Manager's Office for review and acceptance.

5. **ANNUAL LEASE PAYMENTS**. In consideration of this lease, Forest Hills shall pay the City the annual lease payments that are defined in the following schedule. It is

agreed and understood that these annual lease payments constitute the entire consideration that is to be paid to the City for the lease of the Lease Premises.

a. **Lease Payments**--The annual lease payments shall be adjusted every two (2) years beginning January 1, 2021, calculated by adding a Cost of Living Adjustment ("COLA") amount to the applicable lease payment as of December 31st of each preceding year. The annual lease payments shall be determined by multiplying the lease payment as of December 31st of the proceeding year by the average Consumer Price Index "CPI" for Urban Consumers over the previous two years, as published by the Bureau of Labor Statistics of the United States Department of Labor for the year ending in the two previous Novembers, which will be averaged together to determine applicable CPI. For example (not actual values):

December 2020 Rent	(CPI Y/E Nov 2020 + CPI Y/E Nov 2019)/2	New Lease
	(2.05% + 2.18%)/2	
	2.115%	
$5,000	(1+.02115) = 1.02115	$5,106

Provided, however, that in the event that COLA is less than zero, the annual lease shall not be adjusted for COLA but rather the annual lease payment shall remain the same as the preceding year.

b. **Manner of Payment**--Forest Hills shall pay the annual Lease Payments in twelve (12) equal successive monthly payments on or before the tenth (10^{th}) day of each month of the annual lease term.

6. **<u>MAINTENANCE AND REPAIR</u>**. Forest Hills shall keep and maintain the Lease Premises, and all residential units and common areas located thereon, in a state of good condition and repair; provided, however, that in the event a residential unit is substantially destroyed by fire or other hazard, Forest Hills shall have the right and authority, at its option, to (i) repair or restore the unit, and apply any applicable insurance proceeds arising therefrom to the costs and expenses of the repair or restoration, or (ii) demolish and raze the unit, and retain the insurance proceeds for its operation. The City shall have no obligation to repair or maintain the Lease Premises, or any part thereof, excepting the streets and public utilities that are owned and maintained by the City for the benefit of its residents. All repairs, replacements, maintenance and restoration required of Forest Hills shall be promptly commenced and completed. All repairs and replacements shall be made in a good and workmanlike manner, and shall use materials at least equal in quality to the replaced materials when new.

7. **<u>IMPROVEMENTS</u>.** Forest Hills may make, or cause to be made, on the herein Lease Premises such improvements as may be necessary or appropriate in connection with the carrying on an efficient operation of the Project. All construction, alterations or improvements made to the Lease Premises shall at once become a part of the Lease Premises and become the property of the City.

8. **<u>INSURANCE</u>**. Forest Hills shall maintain, at its cost, fire and casualty insurance coverage on all improvements located upon the Lease Premises, with the City being a

named insured. Forest Hills shall have the right and authority to determine the coverage value for each residential unit as it reasonably determines.

Forest Hills shall also maintain general comprehensive liability coverage covering the Lease Premises, under which the City shall be named a loss payee, stipulating limits of liability of not less than One Million Dollars ($1,000,000.00) for an accident affecting any one person and not less than One Million Dollars ($1,000,000.00) for an accident affecting more than one person, and One Million Dollars ($1,000,000.00) for property damage. Ancillary thereto, Forest Hills shall procure and maintain sufficient comprehensive liability coverage for its vehicles and other property.

Forest Hills shall also ensure that all of its employees are provided adequate and sufficient workers compensation coverage at statutory limits.

Certificates evidencing the herein referenced insurance coverage which Forest Hills shall be responsible for shall be furnished to the City upon demand by the City.

9. **INDEMNIFICATION**. Forest Hills hereby releases and discharges the City from and shall fully protect, indemnify and keep and save this City harmless from any and all costs, charges, expenses, penalties and damages imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky, County of McCracken, or the City of Paducah, incurred by any act or omission of Forest Hills or Forest Hills representatives, assigns, agents, servants, employees, licensees, invitees, tenants and any other person or persons occupying under Forest Hills. Additionally, Forest Hills shall fully protect and fully indemnify and save forever harmless the City from any and all liability, cost, damage and expense, incident to injury (including injury resulting in death) of persons or damages to or destruction of property incident to, arising out of or in any way connected with this Renewal

Lease Agreement and Forest Hills' occupancy and right of management and operation, whether by omission or commission and irrespective of exclusive or nonexclusive rights herein; provided, however, Forest Hills shall not be required to indemnify the City for any liability, cost, damage, or expense that results from any negligent act or omission of the City.

10. **TERMINATION.** Upon the termination of this agreement, however such termination may be brought about, whether by expiration of the terms hereof, or by cancellation, or otherwise, Forest Hills shall quit and surrender the Lease Premises to the City in a reasonable state of condition and repair, excepting any residential unit that was not repaired or restored as provided under Paragraph 6 of this agreement. In addition thereto, Forest Hills shall also surrender all of the property that it acquired during its lease relationship with the City, including but not limited to (i) all of the structures, improvements, betterments, fixtures, appurtenances and other property that it constructed or placed on the Lease Premises, (ii) all of the office furniture, equipment, fixtures, supplies and other property that it acquired for its business operation, (iii) all of the lease agreements that are in effect at the time of termination, and (iv) all of the remaining cash on hand, accounts and investments that were realized from its business operation; subject, however, to Forest Hill's right to retain and expend such funds as needed to wind down its business affairs, and to pay all the outstanding accounts and liabilities that arose from or relate to such affairs. Forest Hills shall execute all necessary bills of sale, applications for certificates of title and other documents that are necessary to effectuate the transfer of possession and ownership of said property.

11. **DEFAULT**. The following shall be "events of default" under this agreement, and the terms "event of default" or "default" shall mean wherever they are used in the agreement any one or more of the following events:

a. The failure or refusal of Forest Hills to pay or cause to be paid any monthly lease payments within thirty (30) days of when same becomes due or the failure or refusal of Forest Hills to timely pay or cause to be paid any insurance premiums, taxes, costs of repairs or maintenance, or any other charges as herein assumed by Forest Hills.

b. Failure of Forest Hills to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or to observe or comply with any of the terms, provisions and conditions of this agreement.

c. The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Forest Hills' property and/or Forest Hills' interest in this agreement.

d. The issuance of execution against either Forest Hills' interest in this agreement or any legal process which by operation of law would cause Forest Hills' interest in this agreement to pass to any persons other than Forest Hills.

e. In the event Forest Hills, before the expiration of the term, without the written consent of the City, vacates the Lease Premises or abandons possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use such Lease Premises for the purposes as herein specified.

In the event of such default, the City shall immediately have the right to terminate this lease agreement, and shall have all rights and remedies as provided in Paragraph 10 herein.

12. **HOLDING OVER**. If Forest Hills shall, with the consent of the City, hold over after the expiration or sooner termination of any term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a quarterly basis. During such quarterly tenancy, Forest Hills shall pay to the City twenty-five percent (25%) of the last annual lease payment then in effect for each quarterly tenancy, and shall be bound by all of the provisions of this lease agreement. Such holding over period may be terminated by either party upon the expiration of any quarterly period upon sixty (60) days written notice of intent to so terminate prior to the end of the then applicable quarterly period.

13. **DAMAGE TO LEASE PREMISES**. In the event that the Lease Premises shall be substantially destroyed by fire or the elements, or from any cause whatsoever, either party may elect within sixty (60) days after such destruction to terminate this lease, and if either party shall so elect, by giving to the other a written notice of termination, both parties shall stand released of and from further liability under the terms hereof, except as to terms and provisions of termination as provided in Paragraph 10 herein, which provisions shall fully apply. If the Lease Premises shall thereby only suffer partial destruction to any degree, Forest Hills shall continue on with the project and may cause such partial destruction to be repaired and replaced.

14. **CONDEMNATION**. In the event any governmental condemnation of any part or all of the premises, should the portion of the premises taken in condemnation substantially and adversely affect Forest Hills' operation of the project, either party may at their option terminate this agreement upon sixty (60) days written notice to the other, and thereafter, each party shall stand relieved of their obligations of this lease agreement, except as to the terms and provisions of termination as provided in Paragraph 10 above, which provisions shall fully apply. Should the portion of the premises taken in the condemnation act not substantially and

adversely affect Forest Hills' operation of the project, this agreement shall continue in full force and effect according to the terms and provisions herein. Any compensation paid for the condemnation shall be deemed the property of the City.

15. **ENVIRONMENTAL MATTERS**. City and Forest Hills agree to the following with respect to environmental matters:

a. City's Representation and Warranties. City represents and warrants to Forest Hills that, to City's knowledge, after due inquiry, (i) no Hazardous Substances, including without limitation, asbestos-containing materials and electrical transformers or ballasts containing PCBs, are present or were installed, exposed, released or discharged in, on or under the Premises at any time during or prior to City's ownership thereof, and no prior owner or occupant of the Premises has used Hazardous Substances, (ii) no storage tanks for gasoline or any other substance are or were located on the Premises at any time during or prior to City's ownership thereof, and (iii) the Premises and the improvements have been used and operated in compliance with all applicable local, state and federal laws, ordinances, rules regulations and orders, and City has all permits and authorizations required for the user and operation of the Premises. The City shall indemnify Forest Hills and save it harmless from any liability, cost, damage, or expense that relates to or arises from any Hazardous Substance that was located on or contained within any part of the Lease Premises prior to the commencement of the parties' lease relationship.

b. Covenants. Forest Hills shall at all times comply with applicable local, state and federal laws, ordinances and regulations relating to Hazardous Substances. Forest Hills shall at its own expense maintain in effect any permits, licenses or other governmental approvals, if any, required for Forest Hills' use of the Premises. Forest Hills shall make all disclosures required of Forest Hills by any such laws, ordinances and regulations, and shall comply with all orders, with respect to Forest Hills use of the Premises, issued by any governmental authority having jurisdiction over the Premises, and take all action required of such governmental authorities to bring Forest Hills' activities on the Premises into compliance with all laws, rules, regulations and ordinances relating to Hazardous Substances and affecting the Premises. City shall make all disclosures required of City by any such laws, ordinances and regulations, and shall comply with all orders issued by any governmental authority having jurisdiction over the Premises and take all action required of such governmental authorities to bring the Premises into compliance with all laws, rules, regulations and ordinances relating to Hazardous Substances and affecting the Premises.

c. Hazardous Substances. As used in this Lease, the term "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but no limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302); Hazardous Chemicals as defined in the OSHA Hazard Communication Standard; Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; Hazardous Substances as defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2671; and amendments to all such laws and regulations thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law.

15. **MISCELLANEOUS PROVISIONS**. The following miscellaneous provisions shall apply and be deemed binding upon the parties hereto:

a. Notices. All notices to be sent hereunder shall be sent to the following addresses:

Lessor:

City of Paducah
Attention: City Manager
City Hall
Paducah, KY 42001

Lessee:

Forest Hills Village, Inc.
Attention: General Manager
P. O. Box 7056
Paducah, KY 42002-7056

b. Inspection of the Premises. The City, or the City's duly appointed employees or agents, shall have the right to enter the Lease Premises upon reasonable notice and at reasonable times to examine and inspect the premises for purposes of ensuring Forest Hills' compliance with the terms and provisions of this agreement.

c. Inspection of Forest Hills' Books and Accountings. The City, or the City's appointed employees or agents, shall have the right to come upon the premises upon reasonable notice and at reasonable times to examine and inspect the books and accountings of Forest Hills.

d. Taxes. Forest Hills shall be responsible for and shall promptly pay state and county ad valorem taxes, if any, legally due and payable against the Lease Premises, and for the improvements and facilities erected or installed upon said Lease Premises, and all other taxes which may be due and owing arising out of its operation of the Lease Premises.

e. Compliance with Laws. Forest Hills shall at all times fully and promptly comply with all laws, ordinances and regulations of every legal authority having jurisdiction of the premises.

f. Quiet Possession. The City covenants that during the entire term of this agreement, and for so long as Forest Hills shall make timely payment of rentals due hereunder and shall perform all covenants on its part to be performed, Forest Hills shall and may peacefully and quietly have, hold and enjoy the Lease Premises.

g. Entire Agreement. This agreement embodies the entire agreement between the parties with respect to the leasing and use of the premises. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto which are not contained herein. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties pertaining to the leasing of the Lease Premises.

h. Captions. Captions contained hereunder are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation of this agreement.

i. Severability. In the event any provisions of this agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

j. Assignment. This agreement may not be assigned by Forest Hills without the express written consent of the City.

k. Successors and Assigns. The covenants, terms, conditions and obligations set forth and contained in this agreement shall be binding upon and inure to the benefit of the City and Forest Hills and their respective heirs, successors and assigns.

l. Effective Date. The effective date of this Agreement shall be January 1, 2021; provided, however, that this agreement shall be fully binding upon the parties from and after the date of execution.

CITY OF PADUCAH, KENTUCKY

By___________________________
Brandi Harless, Mayor

FOREST HILLS VILLAGE, INC.

By Brad Ostah
__________________, President

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me this ____ day of ________, 2020, by Brandi Harless, Mayor of the City of Paducah, Kentucky, on behalf of said City.

My commission expires ______________________.

____
NOTARY PUBLIC, STATE AT LARGE

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me this 16th day of September, 2020, by Brad Peterburn, President of Forest Hills Village, Inc., on behalf of said project.

My commission expires 09/21/2022.

OFFICIAL SEAL
Kayla Dunn
Notary Public ID No. 609249
State at Large, Kentucky
My Commission Expires Sept. 21, 2022

Kayla Dunn
NOTARY PUBLIC, STATE AT LARGE

This instrument prepared by:

____
KEULER, KELLY, HUTCHINS, BLANKENSHIP & SIGLER, LLP
100 SOUTH 4TH STREET
SUITE 400
PADUCAH, KY 42001

ORDINANCE NO. 2020-____-________

AN ORDINANCE APPROVING A RENEWAL LEASE AGREEMENT WITH FOREST HILLS VILLAGE, INC, AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

WHEREAS, the City of Paducah currently leases its real estate development to Forest Hills Village, Inc., for specified annual rental amounts; and

WHEREAS, the existing lease agreement will expire on December 31, 2020; and

WHEREAS, the parties desire to continue their lease relationship in accordance with the terms and provisions of a Renewal Lease Agreement.

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

SECTION 1. That the City of Paducah, Kentucky, hereby approves the Renewal Lease Agreement with Forest Hills Village, In., which shall have the following terms:

A. The term of the renewal lease shall be for ten (10) years, which shall commence January 1, 2021, and terminate on the 31st day of December, 2030.

B. The annual lease payments shall be determined by multiplying the lease payment as of December 31st of the preceding year by the average Consumer Price Index “CPI” for Urban Consumers over the previous two years, as published by the Bureau of Labor Statistics of the United States Department of Labor for the year ending in the two previous Novembers, which will be averaged together to determine applicable CPI. Provided, however, that in the event that COLA is less than zero, the annual lease shall not be adjusted for COLA, but rather the annual lease payment shall remain the same as the preceding year.

C. Forest Hills Village, Inc. shall pay the annual Lease Payments in twelve (12) equal successive monthly payments on or before the tenth (10th) of each month of the annual lease term.

D. Such other customary terms and conditions as may be approved by the Corporation Counsel for the City of Paducah.

SECTION 2. The Mayor of the City is hereby authorized to execute the renewal lease agreement approved in Section 1 above.

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

____
MAYOR

ATTEST:

____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 13, 2020
Adopted by the Board of Commissioners, ________________, 2020
Recorded by Tammara S. Brock, City Clerk, ______________, 2020
Published by The Paducah Sun, _____________, 2020
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