



CITY COMMISSION MEETING
AGENDA FOR JUNE 7, 2016
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>APPOINTMENTS</u>
	A. Paducah-McCracken County Joint Sewer Agency
	B. Historical and Architectural Review Commission
	III. <u>MOTION</u>
	A. R & F Documents
	IV. <u>MUNICIPAL ORDER</u>
	Sale of Surplus Property:
	A. 1904 and 1906 Clay Street – S. ERVIN
	B. 1001 and 1009 Harrison Street – S. ERVIN
	C. 1418 Walter Jetton Blvd – S. ERVIN
	D. Approve and Authorize Subordination Agreement for 1611 Madison Street – S. ERVIN
	V. <u>ORDINANCES – ADOPTION</u>
	A. Authorize Payment to Vendor For Household Hazardous Waste Collected During the Free Clean-up Day – C. YARBER
	B. Accept Household Hazardous Waste Grant Award for Free Clean-up Day – S. ERVIN
	C. Lease of Property from Jim Smith Contracting, LLC – M. THOMPSON
	D. Repeal Sections in Chapter 38, Emergency Services – FIRE CHIEF KYLE
	E. Establish the 911 Communications Services Department – CITY MGR PEDERSON

	VI.	<u>ORDINANCES – INTRODUCTION</u>
		A. Purchase Fire Equipment – FIRE CHIEF KYLE
		B. Contract with Tyler Technologies for City-wide Software – ERP COMMITTEE
		C. Amend Nuisance Code Ordinance – FIRE CHIEF KYLE
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

MAY 24, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, May 24, 2016, at 5:30 p.m., in the Training Room of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the May 17, 2016, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

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

MOTION

R & F DOCUMENTS

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the following documents be received and filed:

1. Certificate of Liability Insurance for Leigh & Associates, Inc.
2. Deeds with Millwork Products for 1036 Madison Street (MO # 1903)
3. Permanent Utility Easement and Temporary Construction Easement with Paducah Water for property located at 1400 Broadway (MO # 1897)
4. Permanent Utility Easement and Temporary Construction Easement with Paducah Water for 421 North 13th Street (MO # 1898)
5. Contracts/Agreements:
 - a. Agreement with the Department for Local Government for a Community Development Block Grant for the demolition of 432 Broadway (ORD # 2016-04-8358)
 - b. Reimbursement Agreement with Paducah Water for asphalt and concrete rehabilitation work associated with the 24" Transmission Water Main Project (ORD # 2016-04-8362)
 - c. Change Order No. 1 with Mott Electric for the Police Station Emergency Generator Project (ORD #2016-04-8361)
 - d. Loan Agreement with McCracken County, KY and Genova Products, Inc. for \$1,100,000 for equipment and fixtures for 5400 Commerce Drive (ORD # 2015-11-8328)
 - e. Lien Subordination Agreement with Wells Fargo Bank, National Association for loan with Genova Products, Inc. (ORD # 2016-11-8328)
 - f. Contract for Services with Paducah-McCracken County Convention & Visitors Bureau (ORD # 2016-05-8363)
 - g. Agreement with Midstates Construction Company, Inc. for Renovation of the Police Department Annex Building located at 1410 Broadway (ORD # 2016-03-8353)
6. Operating Budget for Forest Hills Village, Inc. for fiscal year 2016/2017

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

MAY 24, 2016

MUNICIPAL ORDER
PERSONNEL ACTIONS

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

(SEE MUNICIPAL ORDER BOOK)

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

ORDINANCES – INTRODUCTION

AUTHORIZE PAYMENT TO VENDOR FOR HOUSEHOLD HAZARDOUS WASTE COLLECTED DURING THE FREE CLEAN-UP DAY

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY FREE CLEAN-UP DAY.” This ordinance is summarized as follows: That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$42,057.70 for the disposal of household hazardous waste and electronic waste collected during the City/County free Clean-Up Day.

ACCEPT HOUSEHOLD HAZARDOUS WASTE GRANT AWARD FOR FREE CLEAN-UP DAY

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2016 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING THE ANNUAL CITY/COUNTY CLEAN-UP DAY; RATIFYING THE MAYOR’S EXECUTION OF THE GRANT AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY.” This ordinance is summarized as follows: 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 2017 Household Hazardous Waste Grant to fund disposal services for the 2017 Annual City/County Free Clean-Up Day and an educational outreach program. A local match of \$12,750 is required with the City of Paducah and County of McCracken contributing \$6,375 each, through cash and/or in-kind contributions. The City ratifies the Mayor’s execution of the Grant Agreement with the State. Further, the Mayor is authorized to execute an Interlocal Agreement with the County for the City to act as the legal recipient of the grant award.

LEASE OF PROPERTY FROM JIM SMITH CONTRACTING, LLC

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LEASE WITH JIM SMITH CONTRACTING, LLC FOR THE USE OF A TRACT OF LAND FOR THE BENEFIT OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: The City Commission hereby authorizes and approves the City of Paducah to enter into a Lease Agreement with Jim Smith Contracting, LLC for the use of

MAY 24, 2016

a tract of land that accommodates the Farmer's Market pavilion, the downtown restrooms and serves as a parking lot for many downtown activities. Further, the Mayor is authorized to execute said agreement.

REPEAL SECTIONS IN CHAPTER 38, EMERGENCY SERVICES OF THE PADUCAH CODE OF ORDINANCES

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH." This ordinance is summarized as follows: The City of Paducah hereby repeals Sections 38-31, 38-32 and 38-33, of Chapter 38, Emergency Services due to the City's termination of the Interlocal Cooperation Agreement with McCracken County for joint E-911 emergency communication services.

ESTABLISH THE 911 COMMUNICATIONS SERVICES DEPARTMENT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ESTABLISHING A 911 COMMUNICATIONS SERVICES DEPARTMENT AS A DEPARTMENT OF THE CITY OF PADUCAH." This ordinance is summarized as follows: In this ordinance the City is amending sections in Chapter 2, Administration to create the 911 Communications Services Department and establishing duties and fees for services. Fees for services are set as follows: All telephone companies providing landline services to residents of the City of Paducah shall collect from each line the sum of \$2.50 per month, beginning July 1, 2016. In the interim, all telephone companies providing service to residents of the City of Paducah shall continue to collect from each line the sum of \$1.50 per month.

WORKSHOP

REVIEW OF THE FY2017 BUDGET

The City Manager and Finance Director along with city directors met with the Board of Commissioners to review and discuss the proposed FY2017 budget. (For more details please review the excerpt from the City Commission Highlights prepared by Public Information Officer Pam Spencer.)

Excerpt from the City Commission Highlights

"Fiscal Year 2017 Budget Workshop

The Paducah Board of Commissioners along with City Manager Jeff Pederson and department directors met for a budget workshop to discuss the Fiscal Year 2017 Budget. The fiscal year begins July 1. The first reading of the budget ordinance is set for June 21 with the vote on June 28. Earlier this year, the Board heard presentations regarding Capital Funding, the Floodwall, and Storm Water Management. At this meeting, Mayor Gayle Kaler thanked the elected officials, the City Manager, and staff for their work in managing the city's budget. Mayor Kaler says, "Because of the careful management of the funds, we have been able to do so many things without the need to issue bonds." City Manager Pederson says, "This is a team process, and we have good alignment at all levels of the organization."

Pederson says, "This year is less change. It's more of a push forward which is a good thing. Also, this year we have the most sizable growth in general fund revenue since pre-recession." For the upcoming fiscal year, the general fund revenue is projected to be \$33.47 million, a 2.4 percent increase (nearly \$800,000) as compared to the current year's revenue. "It's not a high percentage.

MAY 24, 2016

but it's higher growth than we've seen in a long time." Pederson says the additional revenue will be put toward employee pay increases and an increase in the City's match for non-hazardous employees as required by the State. The additional revenue also will be used to fund payments for an upcoming bond to pay for the rehabilitation of floodwall pump station #2. The City also is pursuing a Community Development Block Grant for the floodwall project.

Regarding organizational structure, Pederson explained that the Planning Department will see a transition to include the responsibilities of the Paducah Riverfront Development Authority (PRDA). Executive Director Steve Doofittle will be retiring in the upcoming fiscal year with the PRDA responsibilities to transition to Planning. Pederson also explained that a new position has been created, Assistant to the City Manager. Applications have been accepted with the interview process underway.

Each department director then provided quick highlights of the projects in their respective budgets. An appropriation of \$986,000 is in the budget to prepare a Comprehensive Storm Water Management Plan. A request for qualifications has been advertised with the deadline of June 17 for companies to submit qualifications statements. Another project that will be initiated is Phase II of the Noble Park Bank Stabilization Project. Phase I was completed in 2014 which stabilized more than 650 feet of the bank, improved the accessibility of the fishing piers, leveled the sidewalks, and made the park more attractive. For Phase II, the west side of the lake will be rehabilitated.

Other topics discussed during the budget workshop include the Citizen Survey, Comcast franchise negotiations, the implementation of the Enterprise Resource Planning software, the demolition of the former nursing home at 501 North 3rd Street, the Fountain Avenue Neighborhood Revitalization Project and the process to determine the next neighborhood for revitalization, the process to pursue a nomination for City Hall to be placed on the National Register of Historic Places, body worn cameras and security cameras, and the Port Security Grant request for a fire boat."

CITY MANAGER REPORT

The City Manager did not give a report tonight.

MAYOR & COMMISSIONER COMMENTS

None were given.

PUBLIC COMMENTS

None were given.

Upon motion the meeting adjourned.

ADOPTED: June 7, 2016

City Clerk

Mayor

June 7, 2016

I move that the following documents and bids be received and filed:

DOCUMENTS

1. Commissioners Deeds:
 - a. 1209 Salem Street
 - b. 341 Hays Avenue
 - c. 1908 Clay Street
 - d. 1519 Park Avenue
 - e. 1417 Burnett Street
 - f. 1931 Hendricks Street
 - g. 1429 Park Avenue
2. Termination of Lease with Western Kentucky Union Labor Senior Citizens Housing Corporation for real property located at the Jackson House Apartments and W.B. Sanders Retirement Center (MO # 1906)
3. Paducah Water Works Financial Highlights for April 2016
4. City of Paducah Financial Report for Period Ending March 31, 2016

BIDS for Planning Department
Sale of 1904 & 1906 Clay Street

1. Latria Hensley*

Sale of 1001 & 1009 Harrison Street

1. W. David Denton*
2. David Jones

Sale of 1418 Walter Jetton Blvd.

1. John Biles
2. Rodger Kendall*

Agenda Action Form Paducah City Commission

Meeting Date: June 7, 2016

Short Title: Declaration and Sale of Surplus Property at 1904 and 1906 Clay Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch/Steve Ervin

Presentation By: Steve Ervin

Background Information:

This action would declare 1904 and 1906 Clay Street surplus property owned by the City of Paducah and authorize the transfer to the property to the best evaluated bidder. The property was advertised in the Paducah Sun on May, 5, 2016 requesting interested parties to submit a bid on or before 9 AM on May 13, 2016. Only one bid was received.

Mrs. Latria Hensley submitted a bid offering \$1 for each lot. She proposes an investment of \$182,500. She will purchase a modular home from KY Dream Homes. The estimate includes delivery, setup on permanent foundation, AC unit, gutters and downspouts. The bid also includes a two car garage, sidewalks, and steps.

No other bid was received.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on careful evaluation of the only qualified bid staff recommends that the Commission approve the sale of the lots at 1904 and 1906 Clay Street for the proposed offer of \$1 per lot.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

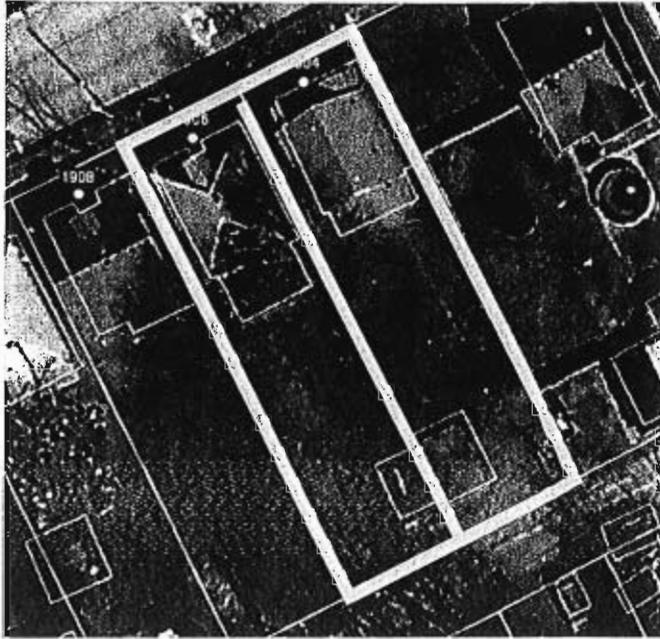
Finance

Attachments: Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
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Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 1904 and 1906 Clay Street



2. Its intended use at the time of acquisition:

The lot at 1904 Clay Street was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1301 Page 194 on May 19, 2015. The lot at 1906 Clay Street was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1289 Page 270 on Nov. 7, 2014. The City did not have a specific use for the property at the time of the acquisition. The property is currently vacant.

3. The reason why it is in the best interest of the City to dispose of the item:

Several months ago staff compiled a list of properties that the City had acquired over the years through various means. Since that time additional lots have been acquired with the goal of selling the lots to responsible citizens. This is one of the recently acquired lots. It is in the best interest of the City to transfer this property to one of the two responsible parties.

4. The method of disposition to be used:

Sealed Bid: Mrs. Latria Hensley submitted a bid offering \$1 for each lot. She proposes an investment of \$182,500. She will purchase a modular home from KY Dream Homes. The estimate includes delivery, setup on permanent foundation, AC unit, gutters and downspouts. The bid also includes a two car garage, sidewalks, and steps.

No other bid was received.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on careful evaluation of the bid staff recommends that the Commission approve the sale of the lots at 1904 and 1906 Clay Street for the proposed offer of \$1 per lot.



Steve Ervin,
Director Planning Department



Jeff Pederson,
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LATRIA HENSLEY IN THE AMOUNT OF \$1 FOR EACH PIECE OF REAL PROPERTY LOCATED AT 1904 AND 1906 CLAY STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1904 and 1906 Clay Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on May 5, 2016 and opened on May 13, 2016; and

WHEREAS, the City desires to accept the offer of Ms. Hensley due to her proposed investment to place a modular home with permanent foundation and a two-car garage on the real properties and includes property improvements such as gutters, downspouts, and sidewalks.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Latria Hensley for the purchase of real properties located at 1904 and 1906 Clay Street for \$1 each.

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.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 7, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 7, 2016
prop sale-1904 & 1906 Clay Street

Bid Tabulation Sheet

Bid Opening -9 AM, Friday-May 13, 2016

Address	Bidder	Cash offer for Property	Proposed Improvements	Proposed Investment
1904 and 1906 Clay Street	Latria Hensley	\$1.00 for each lot	Modular Home	\$182,500
	She proposes to combine the lots add a modular home along with a deck and landscaping. She included an estimate for the home from KY Dream Homes LLC.			
1001 and 1009 Harrison St.	W. David Denton	\$5,100 for each lot	New Construction	\$138,000
	Construct a dwelling which will be convenient to Art School Students. He attached a hypothetical architect sketch. Other properties are being acquired.			
1001 and 1009 Harrison St.	David Jones	\$1000 for each lot	Garden	\$4,700
	Propose to clean and herb and vegetable garden to grow food to be used at his two restaurants and serve as a community garden as well. The lots will be creatively landscaped and incorporate local sculpture.			
1418 Walter Jetton Blvd.	John Biles	\$100	Garden	None
1418 Walter Jetton Blvd.	Rodger Kendall	\$1	SFR	\$60,000
	Build a house for my daughter.			

Notes taken by Nancy Upchurch

Agenda Action Form Paducah City Commission

Meeting Date: June 7, 2016

Short Title: Declaration and Sale of Surplus Property at 1001 and 1009 Harrison Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch/Steve Ervin
Presentation By: Steve Ervin

Background Information:

This action would declare 1001 and 1009 Harrison Street surplus property owned by the City of Paducah and authorize the transfer to the property to the best evaluated bidder. The property was advertised in the Paducah Sun on May, 5, 2016 requesting interested parties to submit a bid on or before 9 AM on May 13, 2016. Two bids were submitted:

W. David Denton submitted a proposal offering \$5100 for each lot. (Total \$10,200) His intentions for the property are to construct a dwelling that will be convenient to the art students. His proposal includes a proposed investment of \$138,000 for the construction. His offers are contingent upon getting both lots and good title by warranty deed. Mr. Denton will pay for the title and title insurance from Denton Law Firm. The city shall have copies at no charge.

David Jones submitted a proposal offering \$1000 for each lot (Total \$2000). He proposes to remove undergrowth and prune and/or remove a portion of the trees to create space for an herb and vegetable garden to supplement his two restaurants, Artisan Kitchen and Shandee's as well as serve as a Community Garden. The lots will be creatively landscaped to remain visually appealing. He also proposes to incorporate local sculpture. He proposes an addition \$4700 investment in the property.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on the evaluation using the criteria above, of the two bids submitted, staff recommends transferring the property at 1001 and 1009 Harrison Street to W. David Denton.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

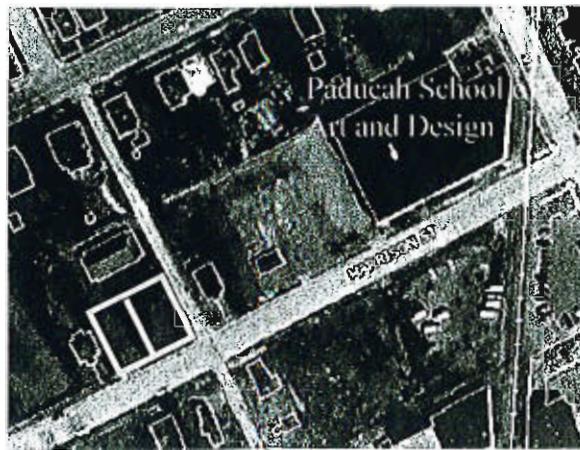
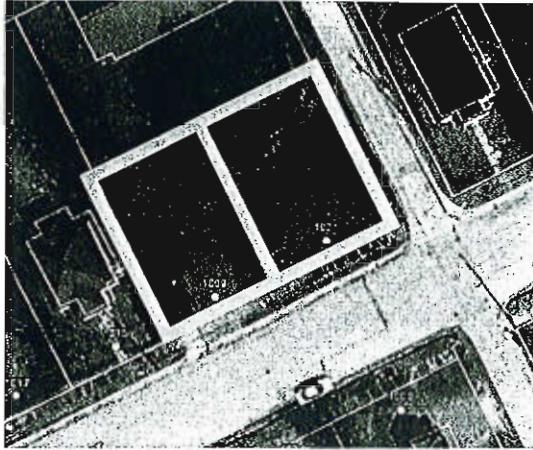
Finance

Attachments: Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	 City Clerk	 City Manager
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Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 1001 and 1009 Harrison Street.



2. Its intended use at the time of acquisition:

The lot at 1001 Harrison Street was acquired by the City of Paducah by Deed recorded in Deed Book 1090 Page 65 on April 6, 2006. The lot at 1009 Harrison Street was acquired by the City of Paducah by Deed recorded in Deed Book 1097 Page 373 on July 12, 2006. This property was acquired with the intent of marketing to an interested buyer that would make an investment in the property that would enhance the Lower Town Neighborhood and the art school.

3. The reason why it is in the best interest of the City to dispose of the item:

With the success of the Lower Town Neighborhood Revitalization Area active marketing of the neighborhood was reduced. Since that time most the remaining lots in the area have been sold. These two lots are among the lots still available. Since we have a proposal that meets the goals of the neighborhood revitalization it is in the best interest of the city to transfer the property to an investor that will develop the lots with a structure that will also benefit the students of the Paducah School of Art and Design.

4. The method of disposition to be used:

Sealed Bid: Two (2) bids received prior to the deadline

W. David Denton submitted a proposal offering \$5100 for each lot. (Total \$10,200) His intentions for the property are to construct a dwelling that will be convenient to the art students. His proposal includes a proposed investment of \$138,000 for the construction. His offers are contingent upon getting both lots and good title by warranty deed. Mr. Denton will pay for the title and title insurance from Denton Law Firm. The city shall have copies at no charge.

David Jones submitted a proposal offering \$1000 for each lot (Total \$2000). He proposes to remove undergrowth and prune and/or remove a portion of the trees to create space for an herb and vegetable garden to supplement his two restaurants, Artisan Kitchen and Shandee's as well as serve as a Community Garden. The lots will be creatively landscaped to remain visually appealing. He also proposes to incorporate local sculpture. He proposes an addition \$4700 investment in the property.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on the evaluation using the criteria above, of the two bids submitted, staff recommends transferring the property at 1001 and 1009 Harrison Street to W. David Denton...



Steve Ervin,
Director Planning Department



Jeff Pederson,
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF W. DAVID DENTON IN THE AMOUNT OF \$5,100 FOR EACH PARCEL OF REAL PROPERTY LOCATED AT 1001 AND 1009 HARRISON STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1001 and 1009 Harrison Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on May 5, 2016 and opened on May 13, 2016; and

WHEREAS, the City desires to accept the offer of W. David Denton, contingent upon obtaining both lots and good title to each by Special Warranty Deed, for a proposed investment of \$138,000 to construct a dwelling that will benefit the students of the Paducah School of Art and Design and also meet the goals of the Lower Town Neighborhood Revitalization area.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of W. David Denton, contingent upon obtaining both lots and good title to each by Special Warranty Deed, for the purchase of the parcels located at 1001 and 1009 Harrison Street for \$5,100 each.

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.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners. June 7, 2016

Recorded by Tammara S. Sanderson, City Clerk, June 7, 2016

'mo\prop sale-1001 and 1009 Harrison Street

Bid Tabulation Sheet

Bid Opening -9 AM, Friday-May 13, 2016

Address	Bidder	Cash offer for Property	Proposed Improvements	Proposed Investment
1904 and 1906 Clay Street	Latria Hensley	\$1.00 for each lot	Modular Home	\$182,500
	She proposes to combine the lots add a modular home along with a deck and landscaping. She included an estimate for the home from KY Dream Homes LLC.			
1001 and 1009 Harrison St.	W. David Denton	\$5,100 for each lot	New Construction	\$138,000
	Construct a dwelling which will be convenient to Art School Students. He attached a hypothetical architect sketch. Other properties are being acquired.			
1001 and 1009 Harrison St.	David Jones	\$1000 for each lot	Garden	\$4,700
	Propose to clean and herb and vegetable garden to grow food to be used at his two restaurants and serve as a community garden as well. The lots will be creatively landscaped and incorporate local sculpture.			
1418 Walter Jetton Blvd.	John Biles	\$100	Garden	None
1418 Walter Jetton Blvd.	Rodger Kendall	\$1	SFR	\$60,000
	Build a house for my daughter.			

Notes taken by Nancy Upchurch

Agenda Action Form Paducah City Commission

Meeting Date: June 7, 2014

Short Title: Declaration and Sale of Surplus Property at 1418 Walter Jetton Blvd.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch/Steve Ervin
Presentation By: Steve Ervin

Background Information:

This action would declare 1418 Walter Jetton Blvd. surplus property owned by the City of Paducah and authorize the transfer to the property to the best evaluated bidder. The property was advertised in the Paducah Sun on May 5, 2016 requesting interested parties to submit a bid on or before 9 AM on May 13, 2016. Two bids were submitted:

Mr. Rodger Kendall owns property at 1407 Walter Jetton Blvd. He submitted a bid offering \$1 for the property. He further proposes a \$60,000 investment on the lot by constructing a single family dwelling for his daughter.

Mr. John Biles offers \$100 for the lot. His intended use for the property is to plant a garden.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

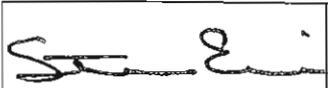
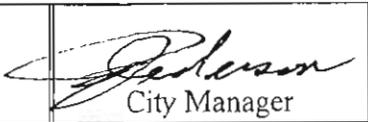
Based on the evaluation using the criteria above, of the two bids submitted, staff recommends transferring the property at 1418 Walter Jetton Blvd. to Mr. Rodger Kendall.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

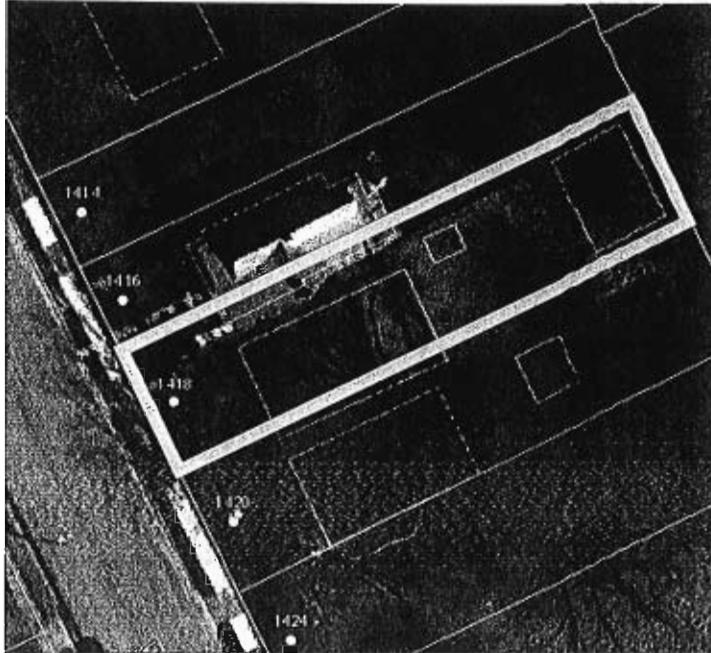
Finance

Attachments: Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
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Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 1418 Walter Jetton Blvd.



2. Its intended use at the time of acquisition:

This lot was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1294 Page 331 on Feb. 4, 2015. The City did not have a specific use for the property at the time of the acquisition. The property is currently vacant.

3. The reason why it is in the best interest of the City to dispose of the item:

Several months ago staff compiled a list of properties that the City had acquired over the years through various means. Since that time additional lots have been acquired with the goal of selling the lots to responsible citizens. This is one of the recently acquired lots. It is in the best interest of the City to transfer this property to one of the two responsible parties.

4. The method of disposition to be used:

Sealed Bid: Mr. Rodger Kendall owns property at 1407 Walter Jetton Blvd. He submitted a bid offering \$1 for the property. He further proposes a \$60,000 investment on the lot by constructing a single family dwelling for his daughter.

Mr. John Biles offers \$100 for the lot. His intended use for the property is to plant a garden.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on the evaluation using the criteria above, of the two bids submitted, staff recommends transferring the property at 1418 Walter Jetton Blvd. to Mr. Rodger Kendall.



Steve Ervin,
Director Planning Department



Jeff Pederson,
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF ROGER KENDALL FOR \$1 TO PURCHASE REAL PROPERTY LOCATED AT 1418 WALTER JETTON BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1418 Walter Jetton Boulevard, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on May 5, 2016 and opened on May 13, 2016; and

WHEREAS, the City desires to accept the offer of Roger Kendall of \$1 to purchase real property located at 1418 Walter Jetton Boulevard for a proposed investment of \$60,000 for construction of a single family dwelling.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Roger Kendall of \$1 to purchase real property located at 1418 Walter Jetton Boulevard.

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.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk
Adopted by the Board of Commissioners, June 7, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 7, 2016
\\mo\prop sale-1418 Walter Jetton

Bid Tabulation Sheet

Bid Opening -9 AM, Friday-May 13, 2016

Address	Bidder	Cash offer for Property	Proposed Improvements	Proposed Investment
1904 and 1906 Clay Street	Latria Hensley	\$1.00 for each lot	Modular Home	\$182,500
	She proposes to combine the lots add a modular home along with a deck and landscaping. She included an estimate for the home from KY Dream Homes LLC.			
1001 and 1009 Harrison St.	W. David Denton	\$5,100 for each lot	New Construction	\$138,000
	Construct a dwelling which will be convenient to Art School Students. He attached a hypothetical architect sketch. Other properties are being acquired .			
1001 and 1009 Harrison St.	David Jones	\$1000 for each lot	Garden	\$4,700
	Propose to clean and herb and vegetable garden to grow food to be used at his two restaurants and serve as a community garden as well. The lots will be creatively landscaped and incorporate local sculpture.			
1418 Walter Jetton Blvd.	John Biles	\$100	Garden	None
1418 Walter Jetton Blvd.	Rodger Kendall	\$1	SFR	\$60,000

Notes taken by Nancy Upchurch

Build a house for my daughter.

Agenda Action Form Paducah City Commission

Meeting Date: June 7, 2016

Short Title: Approve execution of Subordination Agreement with THE PADUCAH BANK AND TRUST COMPANY regarding the property located at 1611 Madison Street, Paducah, Kentucky and owned by Michael Warren Hatton and wife, Tonie M. Hatton.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin, Lisa Emmons
Presentation By: Steve Ervin

Background Information: On or about March 21, 2016, the City sold to Michael Warren Hatton and wife, Tonie M. Hatton, certain real property located at 1611 Madison Street, Paducah, Kentucky for \$1.00 and with the further condition that if the Hattons shall fail to immediately begin bonafide construction of improvements, as approved by City, on the property and the improvements are not completed within 12 months from the date of the deed, the property would revert back to the City.

On or about May 9, 2016, the Hattons borrowed from The Paducah Bank and Trust Company up to \$222,700.00 as a construction loan for the rehabilitation and revitalization of the property. The construction loan is secured by a mortgage dated May 9, 2016, encumbering the property. As a condition to the loan, Paducah Bank is requiring that its mortgage be first and superior mortgage upon the property and that the mortgage be superior to any reversionary right retained by the City in the aforesaid deed.

Paducah Bank is requiring the City to approve and execute a Subordination Agreement subordinating its rights to the mortgage of the Bank.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: That the Mayor and Commission approve the proposed Subordination Agreement regarding the property located at 1611 Madison Street, Paducah, Kentucky for execution.

Attachments: Subordination Agreement and Quitclaim Deed

Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING THE SUBORDINATION AGREEMENT BETWEEN THE CITY
OF PADUCAH AND THE PADUCAH BANK AND TRUST COMPANY
REGARDING THE PROPERTY LOCATED AT 1611 MADISON STREET.
PADUCAH, KY

WHEREAS, on March 21, 2016, the City of Paducah conveyed a piece of property more particularly described in Exhibit A to Michael Warren Hatton and wife, Tonie M. Hatton (collectively, "Hatton"), located at 1611 Madison Street, Paducah, McCracken County, Kentucky (the Property"); and

WHEREAS, the aforesaid deed of conveyance to Hatton contained certain restrictions and conditions regarding Hatton's use and development of the Property and provided for a possible forfeiture of title and reversion of title to the City; and

WHEREAS, Hatton desire to finance their rehabilitation and revitalization of the Property with a construction loan from The Paducah Bank and Trust Company (hereinafter "Paducah Bank") (the "Mortgage Loan"), secured by a mortgage dated May 9, 2016, encumbering the Property in the principal amount of up to \$222,700.00, which mortgage is of record in Mortgage Book 1496, page 629, in the McCracken County Clerk's Office (the "Mortgage"); and

WHEREAS, as a condition for providing the Mortgage Loan, Paducah Bank is requiring that the Mortgage be first and superior upon the Property and that the Mortgage securing the Mortgage Loan be superior to any right, title, or interest of the City in the Property reserved or retained in the aforesaid deed from the City conveying the Property to the Hatton, to which the City is agreeable.

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves the Subordination Agreement between the City and Paducah Bank (the "Agreement"), in substantially the same 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 enter into the Agreement for the purposes therein specified. The Mayor of the City is hereby authorized to execute the Agreement, and all other documents and instruments of any kind to be executed or delivered in connection with the Agreement, with such changes in the Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City or the City Manager. The approval of such changes, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Agreement by the authorized official.

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

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

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

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 7, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 7, 2016
\\mo\agree-subordination-1611 Madison
Prepared by denton law firm

EXHIBIT A

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made and entered into on this the ____ day of June, 2016, by and between **CITY OF PADUCAH, KENTUCKY, a Kentucky municipal corporation of the home rule class (hereinafter "City")**, of 300 South 5th Street, Paducah, KY 42003, and **THE PADUCAH BANK AND TRUST COMPANY (hereinafter "Paducah Bank")**, of 555 Jefferson Street, Paducah, KY 42001;

WITNESSETH:

WHEREAS, by deed dated March 21, 2016, of record in Deed Book 1318, page 459. McCracken County Clerk's Office, City conveyed to Michael Warren Hatton and wife, Tonie M. Hatton, (collectively "Hatton"), certain real property located at 1611 Madison Street, Paducah, Kentucky (the "Property");

WHEREAS, the aforesaid deed contained certain restrictions and conditions regarding Hatton' use and development of the Property and provided for a possible forfeiture of title and reversion of title to the City, as follows:

"This conveyance is made on the condition that if Grantees, his or her heirs and assigns, shall fail to immediately begin bonafide construction of improvements, as approved by Grantor, on the above-described real estate, and said improvements are not completed within 12 months from the date hereof, the real estate herein conveyed shall revert to Grantor, its successors and assigns."

WHEREAS, Hatton financed their rehabilitation and revitalization of the Property with a construction loan from The Paducah Bank and Trust Company (hereinafter "Paducah Bank") (the "Mortgage Loan"), secured by a mortgage dated May 9, 2016, encumbering the Property in the principal amount of up to \$222,700.00, which mortgage is of record in Mortgage Book 1496, page 629, in the McCracken County Clerk's Office (the "Mortgage"); and

WHEREAS, as a condition for providing the Mortgage Loan, Paducah Bank is requiring that the Mortgage be first and superior mortgage upon the Property and that the Mortgage securing the Mortgage Loan be superior to any right, title, or interest of the City in the Property reserved or retained in the aforesaid deed from the City conveying the Property to the Hatton, to which the City is agreeable:

NOW, THEREFORE, in consideration of the premises, and to induce Paducah Bank to make the Mortgage Loan to Hatton, and for other good and valuable consideration, City and Paducah Bank agree as follows:

1. City hereby subordinates City's entire right, title, and interest in and to the Property to the lien of the Mortgage, and any renewal, extension, or refinancing of the Mortgage Loan, and to the right, title, and interest of Paducah Bank in and to the Property, as fully and with the same effect as if the Mortgage had been duly executed and recorded and the principal of the note secured by the Mortgage had been fully disbursed prior to the creation or retention of City's right, title, or interest in the Property by virtue of the City's conveyance of the Property to Hatton by the aforesaid deed.

2. It is further hereby agreed that City's aforesaid right, title and interest in the Property shall be deemed automatically extinguished and of no further force and effect in the event and at such time as the Property is sold through a Master Commissioner's Sale pursuant to a foreclosure action to enforce the Mortgage, or any renewal, extension, or refinancing of the Mortgage Loan; provided, however, that said right, title and interest of the City will not be extinguished unless Paducah Bank gives City at least sixty (60) days advance written notice prior to instituting foreclosure proceedings of any default by Hatton under the Mortgage, the Mortgage

Loan, or any renewal, extension, or refinancing of the Mortgage Loan, and allows City to cure any such default.

3. The terms and conditions of this Subordination Agreement shall be binding upon and redound to the benefit of the respective successors and assigns of the City and Paducah Bank, including any assignee of one or both of the Mortgage, or any renewal, extension, or refinancing of the Mortgage Loan.

4. The City agrees to take or cause to be taken such further action, including the execution, delivery, and recording of such further documents, deeds, instruments, and consents as reasonably may be requested hereafter by Paducah Bank in order to effect or provide notice of the terms of this Subordination Agreement.

5. This Subordination Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN TESTIMONY WHEREOF, witness our signatures on this the ____ day of June, 2016.

CITY OF PADUCAH, KENTUCKY

**THE PADUCAH BANK AND TRUST
COMPANY**

By: _____
Gayle Kaler, Mayor

By _____
Title: _____

Agenda Action Form Paducah City Commission

Meeting Date: May 24, 2016

Short Title: Authorize Payment to Clean Earth, Inc. for Household Hazardous Waste Collected during 2016 Clean-Up Day

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chris Yarber, Assistant Public Works Director
Presentation By: Chris Yarber, Assistant Public Works Director

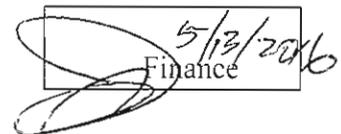
Background Information:

On April 16, 2016 the City of Paducah co-sponsored along with the county a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, KY, is the only certified hazardous collector who is a vendor with the Commonwealth of Kentucky within this area.

Therefore, the service of Clean Earth, Inc. was requested to collect and dispose of household hazardous and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$42,057.70. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Fees / Landfill
Project Number: MR0065
Account Number: 050-2209-531-2004

 5/13/2016
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the payment of \$42,057.70 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 16, 2016.

Attachments:

Invoice

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

Meeting Date: 24 May 2016

Short Title: 2016-2017 Kentucky Household Hazardous Waste Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pam Souder, Chris Yarber, Sheryl Chino
Presentation By: Steve Ervin

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. For the past 24 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

Through Municipal Order #1895, the Engineering/Public Works and Planning Departments submitted an application for the 2016-2017 Kentucky Division of Waste Management Household Hazardous Waste Award Program on March 22, 2016.

The Engineering/Public Works and Planning Departments have been awarded \$25,500 for the 2016-2017 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match. The City will act as the Lead Agency/Fiscal Agent. The City and McCracken County Fiscal Court will divide the local cash match of \$6,375 evenly. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 050-2209-531-2004.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

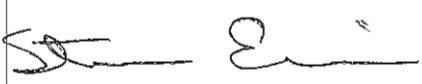
Funds Available:

Account Name: *Div. of Waste Management Grant*
Account Number: *050-2209-531-2004*
Project Number: *050-0001-420 2460*

5/24/2016 Finance

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

Attachments: None

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

Meeting Date: May 24, 2016

Short Title: Lease of property from Jim Smith Contracting, LLC

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson,

Presentation By: Mark Thompson, Parks Services Director

Background Information:

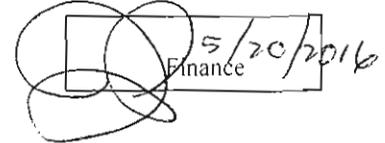
The contract between Jim Smith Contracting and the City of Paducah for the use of the track of land that accommodates the Farmer's Market pavilion, the downtown restrooms and serves as a parking lot for many downtown activities has expired. This was originally a ten-year contract with two 2-year renewals. The renewal of the contract is for ten years with a monthly payment of \$1,250 per month. The lease payment will remain the same throughout the length of the contract. Both parties have an "out clause" with three months written notice.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name: Rent

Account Number: 001-2401-534-2409

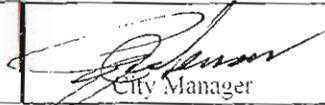

Finance 5/20/2016

Staff Recommendation:

Adopt an ordinance authorizing the Mayor to execute a Lease Agreement with Jim Smith Contracting, LLC for the use of said property.

Attachments:

Copy of Lease Agreement

<i>MHT</i> Department Head	City Clerk	 City Manager
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Agenda Action Form
Paducah City Commission

Meeting Date: 24 May 2016

Short Title: Repealing E-911 Interlocal Agreement with McCracken County

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Steve Kyle, Brandon Barnhill, Stacey Blankenship

Presentation By: Jeff Pederson, Steve Kyle

Background Information:

The City has notified McCracken County of its intent to terminate the Interlocal Cooperation Agreement pertaining to the establishment and operation of a joint City/County 911 Emergency Communication Service. McCracken County didn't notify the City of its intent to negotiate a new Interlocal Cooperation Agreement. As a result, the City is establishing a new department called the Department of 911 Communication Services and must repeal the ordinance that created the Interlocal Cooperation Agreement with McCracken County.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Finance

Account Name:

Account Number:

Staff Recommendation: Repeal ordinance creating Interlocal Cooperation Agreement with McCracken County for E-911

Attachments:

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

Meeting Date: 24 May 2016

Short Title: Ordinance Establishing the 911 Communications Services Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Steve Kyle, Brandon Barnhill, Stacey Blankenship
Presentation By: Jeff Pederson, Steve Kyle

Background Information:

The City has notified McCracken County of its intent to terminate the Interlocal Cooperation Agreement pertaining to the establishment and operation of a joint City/County 911 Emergency Communication Service ending June 30, 2016. McCracken County didn't notify the City of its intent to negotiate a new Interlocal Cooperation Agreement. As a result, the City is establishing a new department called the Department of 911 Communication Services effective July 1, 2016 and intends to continue 911 operations to ensure that the emergency needs of our citizens and visitors are not interrupted.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Finance

Account Name:
Account Number:

Staff Recommendation: Establish ordinance creating the 911 Communication Services Department to be able to continue to meet the emergency needs of our citizens and visitors.

Attachments:

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

Meeting Date:

Short Title: Request for an Ordinance authorizing payment to a vendor for an aggregate amount over \$20,000 in the amount \$27745.00

Ordinance Emergency Municipal Order Resolution Motion

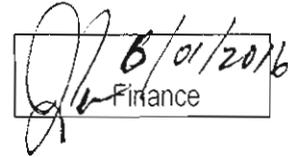
Staff Work By: Kevin McKellips, Ronnie Rathman
Presentation By: Steve Kyle

Background Information:

This is for the purchase of five difference pieces of rescue equipment from Advanced Fire and Rescue Equipment totaling \$27745.00. No one item is over twenty thousand dollars (\$20,000), bids were taken, but the aggregate total of all items purchased exceeds (\$20,000) and requires an ordinance for purchase.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:



Funds for rescue equipment were included in FY16 budget.

Account Name: Fire Hoses/Rescue Equipment
Account Number: 001-1802-522-40-13

Staff Recommendation: Adoption of ordinance authorizing payment of \$27745.00 to Advanced Fire and Rescue

Attachments:

 Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ADVANCED FIRE AND RESCUE EQUIPMENT FOR THE PURCHASE OF RESCUE EQUIPMENT TO BE USED BY THE PADUCAH FIRE DEPARTMENT

WHEREAS, the City of Paducah Fire Department received five separate quotes from Advanced Fire and Rescue Equipment to purchase rescue equipment; and

WHEREAS, pursuant to Chapter 2-643 of the Code of Ordinances of the City of Paducah, Kentucky, consent is required by the Board of Commissioners if the aggregate amount exceeds \$20,000; and

WHEREAS, the aggregate amount of the purchases totals \$27,745.00; and

WHEREAS, the Fire Department wishes for the Board of Commissioners to approve the purchase of the rescue equipment.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes and directs the Finance Director to make payment in the amount of \$27,745.00 to Advanced Fire and Rescue Equipment for the purchase of the rescue equipment listed below to be used by the Paducah Fire Department:

GENESIS E-FORCE CUTTER	\$9,795.00
GENESIS E-FORCE SPREADER	9,250.00
GENESIS E-FORCE BATTERY (2)@ \$160 ea.	320.00
GENESIS E-FORCE RAM	7,495.00
GENESIS E-BATTERY PACK	885.00

SECTION 2. These expenditures will be charged to account no. 001-1802-522-4013.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 7, 2016
Adopted by the Board of Commissioners, June 14, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 14, 2016
Publication by The Paducah Sun, _____
ord fire\rescue tools purchase 2016



ADVANCED FIRE & RESCUE EQUIPT.

4925 Hitch-Peters Rd.
Evansville, IN 47711

EMAIL: NADAMS@ADVANCEDFIRERESCUE.COM

Estimate

Date	Estimate #
5/16/2016	4201

Name / Address
PADUCAH FIRE DEPT. P.O. BOX 2267 PADUCAH, KY 42003

Terms	Rep	FOB
Net 30	NA	DESTINATION

Item	Description	Qty	Rate	Total
HGEF236NG	GENESIS E-FORCE C236 CUTTER NEX-GEN W/BATTERY	1	9,795.00	9,795.00
HGEFS45S	GENESIS E-FORCE S45S SPREADER W/I-BATTERY	1	9,250.00	9,250.00
HGEF21-36R	GENESIS E-FORCE 21"-36" RAM W/I-BATTERY	1	7,495.00	7,495.00
ART.110.100.0B	GENESIS e-PACK E28 13AH LIPO KIT. BLACK / CHARGER, PACK AND CABLE)	1	885.00	885.00
HGEFBAT	GENESIS EFORCE BATTERY	2	160.00	320.00
<p>Quote for Genesis E-Force 2.0 Tools: C236NG Cutter, S45 Spreader, 21-36 Ram. All Tools include 1 Battery. Per Customer request added 2 spare batteries.</p> <p>***The HRS ROBO PAK has been replaced by the Genesis e-Pack E28</p> <p>***Tool Lead Time per the MFG is approx 30 Days.</p>				

*Entered
Reg # 96322*

By [Signature]

Thank you for your business.	Total	\$27,745.00
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Agenda Action Form Paducah City Commission

Meeting Date: 6/7/2016

Short Title: Tyler Technologies Enterprise Resource Planning Software As A Service Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: G. Mueller, S. Kyle, J. Perkins, A. Herndon, A. Copeland
Presentation By: G. Mueller

Background Information: In an effort to address changing business needs the City intends to replace its core business information systems with a new suite of integrated systems. The City has been running its current Sungard HTE business application software since 1995. In May 2015 requests for proposals were solicited from vendors specializing in municipal software systems. Four vendors responded to the request for proposals. After a lengthy evaluation process and mutual agreement to the terms and conditions, the City has selected Tyler Technologies, Inc. to provide Enterprise Resource Planning (ERP) software and services to the City of Paducah.

The new ERP system will improve service to residents and increase employee productivity. The City anticipates enhancing its process efficiencies by implementing a system that takes advantage of current technologies and network services. The goals of this software upgrade are to improve information sharing among departments, reduce dependency on custom developed or Excel based applications, streamline business processes, reduce duplicate data entry and paper based processes, increase data accuracy, improve work flow, enhance business efficiencies, and improve customer service.

This is a hosted solution, meaning all hardware, software and data will be housed in Tyler Technologies data centers. Data communications between the City and Tyler Technologies will be via a secure encrypted network channel.

Implementation will be divided into 6 phases scheduled to occur over approximately 45 months.

- Phase 1 – Accounting, General Ledger, Budget, Purchasing
- Phase 2 –Accounts Receivable, Citizen Self Service, Business Lic.
- Phase 3 – Permits, Code Enforcement

- Phase 4 – Property Tax Billing
- Phase 5 – Payroll, Employee Self Service, Human Resources
- Phase 6 – Work Orders, Fleet and Facilities Management

One time fees for the project, include Business Process Review, Data Conversion, Implementation, and Training total \$785,740. Travel expenses are estimated at \$155,540.

Recurring Software As A Service (SaaS) fees will be billed on a quarterly basis. The SaaS fees for the term of the 7 year contract as defined in “Exhibit B Invoicing and Payment Policy” of the Software As A Service Agreement total \$1,744,798.

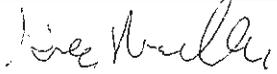
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: EQ0022 Software Upgrade
Account Number:

Finance

Staff Recommendation: Adopt an ordinance authorizing the Mayor to execute a contract with Tyler Technologies, Inc. for Enterprise Resource Planning Software As A Service. A copy of the contract agreement and the statement of work are available for review in the City Clerk’s office.

Attachments: Tyler Technologies Software As A Service Agreement
Tyler Technologies ERP Solutions Statement of Work

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2016 – 6- _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES

WHEREAS, Tyler Technologies, Inc. has offered to provide the City with a software and related products and services that will accommodate the City’s data processing needs, which offer is defined by the terms contained in a “Software as a Service Agreement”; and

WHEREAS, the software and related products and services provided under that agreement will enhance the City’s data processing capabilities, and improve the efficiency of the City’s governmental operations and services.

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

SECTION 1. The City Commission does hereby accept the terms contained in the “Software as a Service Agreement”, and approve the execution of that agreement.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the “Software as a Service Agreement” in behalf of the City.

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 7, 2016.
Adopted by the Board of Commissioners, June 14, 2016.
Recorded by Tammara S. Sanderson, City Clerk, June 14, 2016.
Published by The Paducah Sun, _____, 2016.
\\ord\contract-software 2016
Prepared by kkhb



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Paducah, Kentucky.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the final "Comment" to the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are 75.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Personal Information"** means all information submitted by or maintained on your taxpayers, and any other information you designate as personal information.

- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, support services for the Tyler Software under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, known as DocOrigin, that is embedded in the “Tyler Forms Processing” module identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. Your consultants, contractors, external customers and business partners may use the SaaS Services to access the Tyler Software, subject to the limitations set forth herein, including but not limited to the limitations on Defined Concurrent Users, Data Storage Capacity, and confidentiality. You are responsible in all events for the compliance of the foregoing consultants, contractors, external customers and business partners, in all respects, with the terms of this Agreement, and our responsibilities under this Agreement are only and directly to you. In the event you meaningfully and regularly exceed the number of Defined Concurrent Users, we will notify you and adjust the Defined Concurrent User count and/or your SaaS Fees accordingly. Access to the Tyler Software will be provided under the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1) and the “Comments” to the Investment Summary.
3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You must retain all proprietary notices, logos, copyright notices, and similar markings on all such copies.
- 3.3 You retain all ownership and intellectual property rights to the Data.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects, during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA and our then current Support Call Process. We represent and warrant that (i) we have good and marketable title to the Tyler Software, free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties; and (ii) neither the Tyler Software in the form initially delivered by us to you, nor any modifications, enhancements, updates or upgrades thereto, when used by you according to the terms of this Agreement, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. In the event of any third-party infringement claim, the Section G(1) will apply.
6. SaaS Services. As part of the SaaS Services, and for so long as you timely pay your then-current SaaS Fees, we will make the Tyler Software available to you as set forth in the SLA, and provide help desk support services according to the Support Call Process. We will also provide you with the maintenance and support services set forth in Section C(9). Finally, we make the following additional commitments regarding the SaaS Services:
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Soc 1, Type 2. We have also completed the Soc 2, Type 1 audit, and we are planning the Soc 2, Type 2 audit. We commit to those audits on an annual basis going forward as well. We will maintain such compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers. Tyler operates co-locations at geographically distanced locations (as of the Effective Date, one in Yarmouth, Maine and the other in Dallas,

Texas).

- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. In the event of a data security breach, we will provide you with notice of the breach consistent with KRS 365.732.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure data transmission paths from each of your workstations to our servers.
- 6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 We recognize that you have a statutory duty to maintain all Personal Information on a strictly confidential basis, and that you must safeguard that information from any unauthorized access or disclosure. We shall establish and maintain adequate security procedures to prevent any unauthorized access and disclosure of that information. We shall also ensure that our

employees, agents, professionals, contractors and other related third parties will not have access to that information, except to the extent necessary to perform under this Agreement, or to disclose any of that information to any third person, except as provided in Section H(17). Should we become aware of any unauthorized access or disclosure of such information, we shall take immediate action to remedy the unauthorized activity, and implement additional security measures to further safeguard the confidentiality of the information. In addition, we shall conduct a thorough risk assessment of the unauthorized access or disclosure, and shall provide you with the non-confidential results of that risk assessment and the actions and measures we have taken to further protect the information.

- 6.11 We warrant that the collection, access, use, storage, disposal and disclosure of Personal Information shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. We shall at all times maintain administrative, physical and technical safeguards to protect your Personal Information that are no less rigorous than accepted industry practices and standards, including the practices and standards set forth in ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), ISO-IEC 27002: 2005 (Code of Practice for International Security Management), the Information Technology Library (ITIL), and the Control Objectives for Information and related Technology (COBIT).
7. Successor Software. As long as you maintain a continuous Maintenance Agreement with us for the Tyler Software and (i) in the event Tyler Software is no longer supported, and (ii) we make available successor software products (e.g., software products based on a new technical architecture) (“Successor Products”) with substantially similar price, features, and functionality to the Tyler Software within ten (10) years from the Effective Date, then you, at your sole discretion, may transfer the Tyler Software to the Successor Products for no additional license fees. In the event the you elect to transfer your license from the Tyler Software to the Successor Products, you shall return to us the originally licensed Tyler Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products, at our then current rate(s).

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work, which outlines roles and responsibilities in calendar and project documentation.
2. Professional Services Fees. Subject to your rights under Section E(2), you agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications provided in the RFP, the scope set forth in the Statement of Work. We, through the exercise of our professional judgment and expertise, warrant that the services included in the Agreement are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement upon its execution, provided you timely meet your obligations pursuant the Agreement. In the event that services are not reasonably sufficient to deliver the scope of work, at no fault of yours, we will

complete the scope of work at no additional cost to you. If additional work is required beyond the mutually agreed scope defined in the Statement of Work, or if you use or request additional services, we will provide you with an addendum or change order outlining the costs for the additional work and the impact to the project schedule. The price quotes in the addendum or change order will be valid for sixty (60) days from the date the change order is provided. We will not invoice you additional fees or expenses beyond those set forth in the change order or amendment without your prior written consent. Services added by addendum or change order will be subject to the applicable payment terms set forth in the Invoicing and Payment Policy, and will otherwise be subject to the applicable terms and conditions set forth in this Agreement, unless expressly stated otherwise in the addendum or change order.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you. We agree at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement.
6. Personnel. In the event our personnel provide services that do not conform to the warranties herein, we will be given an opportunity to correct the deficiency. In the event the deficiency persists, you may require the removal of personnel in question. We will work towards a mutually agreeable remedy in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the Statement of Work and the project plan. Replacement personnel shall, at no additional cost to you, devote sufficient time to becoming familiar with the project before delivering services to you.
 - 6.1 We agree that all persons working for or on behalf of us whose duties bring them upon your premises shall obey the applicable rules and regulations that are established by you and shall comply with the reasonable directions of the your officers.
 - 6.2 We shall be responsible for the acts of our employees and agents while on your premises. Accordingly, we agree to take all necessary measures to prevent injury and loss to persons or property located on your premises. In the event of any such injury or loss, Section G(2) shall apply.
 - 6.3 We agree that, in the event of an accident resulting in bodily injury or damage to property of which we have knowledge, we will immediately notify your contact person and thereafter, if requested, furnish a full written report of such accident. If you have not identified to us a contact person for notice of these accidents, then we will provide the notice to your project manager.
 - 6.4 You shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of ours or our employees, subcontractors, or material-men to the extent caused by a third-party or by our employees,

subcontractors or material-men.

7. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the services, subject to any reasonable security protocols or other written policies provided to us. We shall have no right to access any other facilities of yours. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Third Party Products. You shall also extend parking privileges to properly identified members of our onsite staff on the same basis as they are extended to your staff
8. Client Assistance. You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones set forth in the Statement of Work or otherwise mutually agreed to. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 9.2 provide telephone support during our established support hours, as further described in the Support Call process;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 maintain a master set of the Tyler Software on appropriate media, and make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason

outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, your SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design or installation of the Tyler Software; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Tyler Software Acceptance. Upon our notification to you that we have completed implementation of all of the Tyler Software components for each phase, as set forth in the Statement of Work, and that those components are ready for your testing, you shall begin testing the components in a non-production environment using the test procedures and standards set forth in the Statement of Work, project plan, or such other procedures and/or standards to which we mutually agree (collectively, the "Acceptance Test Procedures"). Except as otherwise provided in the project plan, the duration of the Acceptance Test Procedures will be forty-five (45) calendar days from our notice to conduct the Acceptance Test Procedures. If there are no Priority Level 1 Defects, as defined in the Support Call Process, identified during that testing period, you will notify us that "Conditional Acceptance" has been achieved. If you determine that there is a Priority Level 1 Defect, as defined in the Support Call Process, you will deliver a written report to us of the Defect(s). We will correct the Defect(s) and you may repeat the Acceptance Test Procedures for forty-five (45) calendar days following our notice that the identified Defect(s) have been corrected. This procedure shall repeat until your confirmation that Conditional Acceptance has been achieved. Once Conditional Acceptance of each phase has occurred, and the Tyler Software has been moved to a production environment, you will begin using the Tyler Software in that production environment. If you operate the Tyler Software in a production environment without Priority Level 1 Defect, as defined in the Support Call Process, for sixty (60) calendar days from the date the Tyler Software is moved to a production environment then "Final Acceptance" will be issued. Final Acceptance may occur by each independent phase, and by the Tyler Software as a whole upon phase closure and project closure, as applicable and as described in the Statement of Work. If any Priority Level 1 Defect, as described in the Support Call Process, is resolved within the last fifteen (15) days of the Final Acceptance period, then you may continue acceptance testing in a production environment for an additional fifteen (15) days, beginning on the 61st day of Final Acceptance testing. Final Acceptance will not release us from our warranty and maintenance and support obligations under this Agreement.
11. Failure of Acceptance Test Procedures: If after conducting the Acceptance Test Procedures, the Tyler Software as a whole does not perform without Defect, or if we fail to materially adhere to these Acceptance Test Procedures at your reasonable discretion, you shall have the option, upon notice to us to: (i) terminate this entire Agreement for cause in accordance with the provisions of this Agreement; or (ii) accept the Tyler Software as a whole at its then-current level of performance; or (iii) permit the Acceptance Test Procedures to be further extended for such period as mutually agreed upon by the parties in writing; or (iv) accept those modules of the Tyler Software as whole

that pass the Acceptance Test Procedures and require us to conform the remaining portions to the requirements of the Agreement; or (v) pursue such remedies as may be available to you at law or in equity.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, or you contest the propriety of any fee we have charged under this Agreement, specifically including fees that are charged for additional products and services, you may withhold fees for such nonconforming products or services so long as you provide written notice to us within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including SaaS Services, if you fail to pay an invoice not disputed as described above.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is seven (7) years from the first day of the first month

following the Effective Date, unless earlier terminated as set forth below. Upon expiration of that 7-year term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. In the event of a termination for any reason other than cause, any disputed fees and expenses must have been submitted to the invoice dispute resolution process set forth in Section E(2) prior to termination. Upon your written request, and within a mutually agreeable timeframe, we will return your Data to you in a standard SQL format to the destination you designate. In addition, if requested by you, we will provide reasonable transition services during the six (6) month period beginning on the effective termination date. Those services will be provided at our then-current rates.

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within thirty (30) calendar days. Should the defaulting party fail to remedy the same within said period, and should the parties fail to agree to some other action plan, the aggrieved party shall have the right to terminate this Agreement by giving the other party twenty (20) days' written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against us and not be dismissed within thirty (30) days, or if we shall take advantage of any insolvency law, or if a receiver or trustee of our property shall be appointed and such appointment shall not be vacated within thirty (30) days, you shall have the right, in addition to any other rights of whatsoever nature that you may have at law or in equity, to terminate the Agreement by giving us thirty (30) days' notice in writing of such termination. For the avoidance of doubt, this provision does not limit your right to seek damages, losses and expenses (including reasonably attorneys' fees) that you reasonably incur as a result of our default as set forth herein, subject to the limitation of liability set forth in Section G(4).

2.3 For Convenience. You may terminate the Agreement for convenience on thirty (30) days' prior written notice. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by us prior to our receipt of the termination notice. You will not be entitled to a refund or offset of previously paid SaaS Fees and other fees.

2.4 Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless: (a) Within ten (10) business days of the occurrence of

Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events; and (b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of SaaS Services or scheduled tasks by one or more parties for a period of forty-five (45) or more days from the scheduled date of the task. This paragraph will not relieve you of your responsibility to pay for services and goods provided to you and expenses incurred on behalf of you prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid SaaS Fees or other fees in the event of a Force Majeure termination.

In the event we are unable to provide you with the SaaS Services during a Force Majeure event, you will be excused from paying your SaaS Fees during the suspension period only. We shall adjust our quarterly invoice to incorporate a pro rata reduction for those excused fees.

2.5 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.6 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend, indemnify, and hold you harmless against any third party claim(s), as well as associated losses, liabilities, judgments, damages, awards or costs (including reasonable legal

fees and expenses) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (d) willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option and expense, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing, to the extent you reasonably agree to the modification; (c) replace it with a functional equivalent to which you reasonably agree; or (d) terminate this Agreement and refund the unused SaaS Fees. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2 General Indemnification.

2.1 To the fullest extent permitted by law, we shall indemnify, hold harmless, and defend you and your agents, employees, officers and successors, from and against any third-party claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from our performance of this Agreement, provided that such claim, cause of action, damage, loss or expense is attributable to (i) bodily injury, sickness, disease; or death to any person, including employees or agents of ours or our subcontractor, or to injury to or destruction of tangible property including loss of use resulting therefrom, or (ii) the unauthorized disclosure of your Personal Information, but in either case only if caused in whole or in part by a negligent act or omission of ours, our subcontractor, anyone directly or indirectly employed by us or them, or for whose acts we or they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by you. We shall not be obligated to hold harmless, indemnify, or defend you or your agents, employees, officers, or successors if the claim, cause of action, damage, loss or expense arises from your sole negligence or fault.

2.2 We shall assume your defense pursuant to the provisions of the paragraph above within fourteen (14) days of receipt of written notice of the claim from you. Any legal cost or expense, including attorney's fees, incurred by you for enforcement of your rights under the paragraph above between the time by which we should have assumed your defense and the time when we actually assume your defense shall be reimbursed by us. You shall provide reasonable

cooperation to our defense, which will be at our expense. If you choose to participate otherwise in the defense, any fees or expenses you incur in that regard shall be borne by you.

- 3 **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE GREATER OF \$500,000 OR THE TOTAL FEES YOU HAVE PAID UNDER THIS AGREEMENT AT THE TIME OF YOUR CLAIM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(1) or G(2), OR TO CLAIMS ARISING OUT OF OR RESULTING FROM OUR BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT.
- 5 **Insurance.**

At your written request, we will provide our certificate of insurance on the standard Acord form used by our insurance provider, which provider shall have an A-Best's rating of B+VII or higher. We will maintain that insurance from at least the date we begin providing services under the Agreement through at least three (3) years from completion of the implementation. In the event our policies are canceled or there is a reduction in coverage, notice will be provided according to the terms of the underlying policy.

You shall be named as a primary additional insured on our commercial general liability and automobile liability policies, without any contribution from any insurance or self-insurance of yours, unless prohibited by Kentucky Statutes.

During the course of performing services under this Agreement, we agree to maintain the following levels of insurance:

- (a) Commercial General Liability of at least \$1,000,000;
- (b) Automobile Liability of at least \$1,000,000;
- (c) Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of at least \$2,000,000; and
- (d) A minimum umbrella policy of \$3,000,000;
- (e) Statutory Workers Compensation complying with applicable statutory requirements.

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. We will also hold the hourly rate for consulting services set forth in our Proposal (\$220/hour) for that same period of time. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. As part of the dispute resolution, the senior representatives may consider the advisability of making Tyler personnel available onsite to help facilitate resolution of the issue giving rise to the dispute, as applicable. If we fail to resolve the dispute, we will submit the dispute to non-binding mediation in Paducah, KY. If the mediation is unsuccessful, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable U.S. taxes to the proper U.S. authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. Non-collusion. We hereby represent and agree that we have in no way entered into any contingent fee arrangement with any firm, employee of yours, or other person or entity concerning the obtaining of this Agreement.

7. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
8. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
9. Successors and Assigns; Assignment. Each party binds itself, its partners, successors, assigns and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
10. No Intended Third Party Beneficiaries. Notwithstanding any accommodation set forth in Section B(1), this Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Entire Agreement; Amendment. This Agreement, including the attached exhibits and your RFP and our Proposal, which are incorporated by reference, represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. In the event of conflict between your RFP, our Proposal and the Agreement (including the attached exhibits), the order of priority shall be (a) the Agreement (including the attached exhibits); (2) our Proposal; and (3) your RFP. This Agreement may only be modified as follows: In the event that you and we agree that the changes would be of a minor and non-material nature, they may be effected by a written statement that describes the situation and is signed, prior to taking effect, by an authorized representative of you and us. In the event that the changes are major and/or material, then the change shall be effected by formal written amendment, approved by your governing Board of Commissioners and signed by an authorized representative of you and us. Any such modification to the Agreement shall be incorporated by reference as if fully set forth herein.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the

other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Federal Government of the United States of America and the laws of the State of Kentucky, without regards to its rules on conflicts of law. The applicable law for any legal disputes arising out of this contract shall be exclusively the law of (and all actions hereunder shall be brought in) the State of Kentucky, and the forum and venue for such disputes shall be exclusively in the federal or state courts of competent jurisdiction in or serving Paducah, KY, to which courts the parties agree to submit personal jurisdiction. By execution of the Agreement, each of the parties consents to be bound to the exclusive jurisdiction of such courts, and waives the right to challenge jurisdiction or venue in such courts. Each party also waives its right to a trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expense of the dispute from the other party, including reasonable attorney's fees.
20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

21. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Exhibit C Schedule 1: Business Travel Policy
Schedule 1: Service Level Agreement
Schedule 2: Support Call Process
- Exhibit D Third Party End User License Agreement
- Exhibit E Paducah Request for Proposal
- Exhibit F Tyler's Proposal to Paducah

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
ERP & Schools Division

City of Paducah

By: ADiaz

By: _____

Name: Abby Diaz

Name: _____

Title: VP & Associate General Counsel

Title: _____

Date: 5/31/2016

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

City of Paducah
300 S Fifth Street
Paducah, KY 42002
Attn:



Quoted By: Adam Griffiths
 Date: 2/9/2016
 Quote Expiration: 4/30/2016
 Quote Name: City of Paducah-ERP-Munis
 Quote Number: 2015-16091
 Quote Description: Munis ERP Solution - SaaS (7yr)

Sales Quotation For

City of Paducah
 300 S 5th StPO Box 2267
 Paducah, Kentucky 42002-2267
 Phone (270) 444-8800

SaaS

Description	# Years	Annual Fee	Annual Fee Net	Impl. Days	One Time Fees	Impl. Cost	Data Conversion
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Financial:

- Accounting/GL/BG/AP
- Bid Management
- Cash Management
- Contract Management
- Fixed Assets
- Inventory
- Project & Grant Accounting
- Purchasing
- Work Orders, Fleet & Facilities Management

Payroll/HR:

- HR Management
- Payroll w/ESS

Revenue:

SaaS

Description	# Years	Annual Fee	Annual Fee Net	Impl. Days	One Time Fees	Impl. Cost	Data Conversion
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Accounts Receivable							
Business License							
CAMA Bridge							
General Billing							
Maplink GIS Integration							
Permits & Code Enforcement							
Tyler Cashiering							
Productivity:							
Citizen Self Service							
eProcurement							
Munis Analytics & Reporting (SaaS)							
Tyler Forms Processing							
Additional:							
CAFR Statement Builder							
Property Tax Billing							
Tax Lien							
Tyler Content Manager EE - Auto Indexing and Redaction							
Tyler Content Manager EE - Self Service							
Tyler Content Manager EE - Workflow Engine							
Tyler Content Manager - Enterprise Edition							
Tyler Incident Management							
TOTAL:		\$261,996.00	\$261,996.00	154	\$196,350.00		\$62,900.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

2015-16091 - Munis ERP Solution - SaaS (7yr)

CONFIDENTIAL

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Permits - Plan Review Conversion						
Real Estate - Option 1 Tax Sale - D						
Real Estate - Standard - D						
Tyler Content Manager SE - Permits and Code Enforcement - Option 1 - Applications - 2 Doc Types - D						
Tyler Content Manager SE - Permits and Code Enforcement - Option 3 - Inspections - 1 Doc Type - D						
TOTAL:	\$0.00	0	\$0.00	\$29,900.00	\$29,900.00	\$0.00
Other Services						
Description	Quantity	Unit Price	Unit Discount	Extended Price		
'Not-to-Exceed' Implementation Days						
AP/PR Check Recon Import						
AP Positive Pay Export Format						
Business Process Consulting - Accounts Payable						
Business Process Consulting - Benefits Enrollment						
Business Process Consulting - Budget						
Business Process Consulting - Business Licenses						
Business Process Consulting - Bid Management						
Business Process Consulting - Contract Management						
Business Process Consulting - Fixed Assets						
Business Process Consulting - General Billing						
Business Process Consulting - General Ledger						
Business Process Consulting - HR Management						
Business Process Consulting - Inventory						
Business Process Consulting - Miscellaneous Cash						
Business Process Consulting - Project/Grant Accounting						

Other Services	Description	Quantity	Unit Price	Unit Discount	Extended Price
	Business Process Consulting - Permits & Code Enforcement				
	Business Process Consulting - Purchasing & Requisitions				
	Business Process Consulting - Payroll				
	Business Process Consulting - Cash Management				
	Business Process Consulting - Taxes				
	Business Process Consulting - Work Orders, Fleet & Facilities				
	Custom Report Development				
	Enhancement - Tax Bill Installments by amount				
	Munis Admin & Security				
	Project Planning Services				
	Property Tax Billing - Implementation				
	PR Positive Pay Export Format				
	Tax Lien - Implementation				
	Tyler Content Manager EE - Implementation				
	Tyler Forms Library - Business License				
	Tyler Forms Library - Financial				
	Tyler Forms Library - General Billing				
	Tyler Forms Individual Work Order or Pick Ticket Forms				
	Tyler Forms Library - Payroll				
	Tyler Forms Library - Permits				
	Tyler Forms Processing Configuration				
	Tyler Forms Library - State Tax - 3 Forms				
	VPN Device				
	TOTAL:				\$490,250.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
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Advanced Cash Station							
Tyler Secure Signature System with 2 Keys							\$0.00
TOTAL:				\$6,340.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$261,996.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$779,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$6,340.00	\$0.00
Summary Total	\$785,740.00	\$261,996.00
Contract Total (Excluding Estimated Travel Expenses)	\$2,619,712.00	
Estimated Travel Expenses	\$155,540.00	

Optional SaaS

Description	# Years	Annual Fee	Annual Fee Net	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financial:								
BMI Asset Track Interface								
BMI CollectIT Interface								
Payroll/HR:								
Applicant Tracking								
TOTAL:		\$6,276.00	\$6,276.00	6			\$7,650.00	\$0.00

Optional Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Optional Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Accounts Payable Opt 2 - Invoice - D						
Business License Opt 1 - Bills - D						
Contracts - D						
Fixed Assets Opt 1 - History - D						
Fixed Assets Std Master - D						
General Billing Opt 1 - Recurring Invoices - D						
General Billing Opt 2 - Bills - D						
Inventory Opt 1 - Commodity Codes - D						
Payroll - Option 6 Applicant Tracking - B						
Payroll - Option 9 State Retirement Tables - B						
TOTAL:	\$0.00	0	\$0.00	\$26,300.00	\$26,300.00	\$0.00

Optional Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Change Management Consulting Solution				
Post Go-Live Support				
TOTAL:				\$62,950.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETRACK-ARS for MUNIS (Incl. Install Fee)							
BMI CollectIT Inventory Bar Code Scanning System							
TOTAL:				\$12,980.00			\$0.00



Exhibit B Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable products and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Agreement.

1. SaaS Fees. Notwithstanding the annual lump sum amounts set forth in the Investment Summary, during the initial term, your SaaS Fees will be invoiced in advance on a quarterly basis as set forth below:

July 1, 2016: \$51,859.47
October, 2016: \$51,859.47
January 1, 2017: \$51,849.47
April 1, 2017: \$51,849.47
July 1, 2017: \$56,532.26
October 1, 2017: \$56,532.26
January 1, 2018: \$58,788.06
April 1, 2018: \$62,835.86
July 1, 2018: \$62,835.86
October 1, 2018: \$62,835.86
January 1, 2019: \$64,508.23
April 1, 2019: \$64,508.23
July 1, 2019: \$65,499.00
October 1, 2019: \$65,499.00

Each remaining quarter of the initial term, as defined in Section F(1): \$65,499.00

Your SaaS Fees during any renewal term will be at our then-current rates and payment terms.

2. Other Tyler Software and Services.
 - 2.1 *Project Planning Services:* Project planning services (\$6,000) are invoiced upon delivery and acceptance, as set forth in Section C(10) of the Agreement, of the implementation planning document.
 - 2.2 *VPN Device:* The fee for the VPN device (\$4,000) will be invoiced upon installation of the VPN.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

1. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

2. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- | | | |
|----|-----------|-----|
| 1. | Breakfast | 15% |
| 2. | Lunch | 25% |
| 3. | Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Schedule 1

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Agreement. The SLA is effective as of the Effective Date. This SLA outlines the information technology service levels that Tyler will provide to the Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident

number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. In the event Actual Attainment is less than 95% for two (2) consecutive billing cycles, Client will be entitled to a 10% credit of fee for the second affected billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption, as set forth in the Defect-resolution provisions in the Agreement and the Support Call Process and Tyler's SaaS Services obligations. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may

be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 2
Support Call Process

Tyler Technical Support Department for Munis®

Goal: To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler’s toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler’s Support Web site (www.tylertech.com).

Support Organization

Tyler’s Technical Support Department for its ERP/Schools Division (also referred to as “Munis”) is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These “product-specific” teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients’ issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms, Reporting Services and TCM	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75 percent of our daily incoming calls*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

1. your full name (first name, last name) and the site you are calling for/from;
2. a phone number where you can be reached;
3. the details of the issue or question you have (i.e.: program, • process, error message);
4. the priority of the issue (1, 2, 3, or 4); and
5. when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by email. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated email response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via email according to the priority of the incident.

Customer Relationship Management System

Every call or email from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open

call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials, Payroll and Human Resources	Utility Billing and Revenue	Technology
Brian Gilman Support Product Manager – Purchasing brian.gilman@tylertech.com (X4436)	Peggy Wintle Support Product Manager – Utility Billing peggy.wintle@tylertech.com (X4567)	Installation Dean Wilber Installation Manager dean.wilber@tylertech.com (X4730)
Evan Smith Support Product Manager – Budget and General Ledger evan.smith@tylertech.com (X4621)	Parker LaChance Support Product Manager – Revenue parker.lachance@tylertech.com (X4257)	OS/DBA Team Ben King Senior Support Product Manager ben.king@tylertech.com (X4867)
Holly LaRou Support Product Manager – Equipment holly.larou@tylertech.com (X4482)	Steven Jones Senior Support Product Manager steven.jones@tylertech.com (X4255)	TylerForms, Reporting Services & TCM Michele Brown Support Product Manager michele.brown@tylertech.com (X4381)
Tracy Silva Support Product Manager – Payroll tracy.silva@tylertech.com (X4433)		State Reporting Patience Stetson Product Supervisor – Payroll State Reporting patience.stetson@tylertech.com (X4165)
Ed Haggerty Support Product Manager – Human Resources ed.haggerty@tylertech.com (X4464)		Ryan Blair Development Product Manager ryan.blair@tylertech.com (X4579)
Sonja Johnson Senior Support Product Manager sonja.johnson@tylertech.com (X4157)		
CJ McCarron Vice President of Technical Support cj.mccarron@tylertech.com (X4124)		

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

1. **Managed Internet Update (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
2. **Release Admin Console:** Allows you to monitor and track the availability of all

development activity for a particular release directly from Munis.

3. **KnowledgeBase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or **setup** to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the **Internet** to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) **provides** a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly **connect** to your desktop and view your site's setup, diagnose problems, or assist you with screen **navigation**.

At the end of each GoToAssist session, there is a quick survey you **should** complete so we have accurate and up-to-date feedback on your Support experiences. We review **the** survey data in order to continually improve our Support services.

Email Registration

Clients can go to our Web site and register for email "groups" based **on** specific Munis applications. We use these groups to inform clients of issues, and to distribute **helpful** technical tips and updated technical documentation. The survey information allows you to **update** your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online **documentation**, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on **the** progress of your open support incidents via the Tyler Client Portal. The frequency of these updates **is** determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Biweekly Updates

Priority 4 Incidents — Biweekly Updates

Updates will also be provided for any issue, regardless of priority, **when** action items have been completed or when there is pertinent information to share.



Exhibit D
End User License Agreement

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In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement

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8. GENERAL PROVISIONS

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- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

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Last Updated: [July 18 2013]

Agenda Action Form Paducah City Commission

Meeting Date: June 7, 2016

Short Title: Amend Chapter 42 of the Code of Ordinances to Include Demolition by Neglect

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information:

The Nuisance Code Enforcement Board Ordinance became effective in 2002 which includes provisions for assessing civil penalties for violations, however, there was no provision in the initial adoption to address derelict properties. This amendment would include the provision to allow the Nuisance Code Enforcement Board to conduct hearings to determine if a property owner has allowed a property to become substantially deteriorated and incur violations by demolition by neglect. This would also advise the property owner that the violations may be referred to the county attorney or the commonwealth attorney for criminal prosecution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Approve the recommended amendments to Chapter 42 of the Code of Ordinances of the City of Paducah.

Attachments:

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

AN ORDINANCE AMENDING CHAPTER 42,
ARTICLE II "NUISANCE CODE
ENFORCEMENT" OF THE CODE OF
ORDINANCES OF THE CITY OF PADUCAH,
KENTUCKY

WHEREAS, this Ordinance amends Chapter 42, Article II, "Nuisance Code Enforcement," of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted

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

SECTION 1. That Section 42-32, "Definitions," is hereby amended and restated to read as follows:

Sec. 42-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abatement costs shall mean the city's costs for and associated with cleaning, preventing unauthorized entry to, or demolishing all or a portion of a structure or premises, or taking any other action with regard to a structure or premises to maintain and preserve public health, safety, and welfare in accordance with the city's nuisance code pertaining to the condition of and maintenance of structures or premises. adopted pursuant to KRS 82.700 to 82.725.

Demolition by neglect shall mean Neglect in maintaining, repairing, or securing a building or structure that could result in substantial deterioration of an exterior feature of the structure or the loss of the structural integrity of the building or structure or that may adversely affect adjacent structures or the character of the area.

Nuisance Code Enforcement Board shall mean an administrative body created and acting under the authority of the KRS 82.700 et seq.

Nuisance Code Enforcement Officer shall mean all city citation officers as defined in section 2-591 of article VII of chapter 2 of the Paducah Code of Ordinances.

Nuisance code shall mean any ordinances adopted by the city in chapter 42, article II herein pursuant to KRS 82.705 or subsequently adopted.

Person shall mean any person, individual, firm, partnership, association, corporation, company or organization of any kind.

Premises or *property* shall mean a lot, plot, or parcel of land, including any structures upon it.

Remedy shall mean the action taken to abate any nuisance to bring property in violation of the nuisance code into compliance with the requirements of this chapter.

SECTION 2. That Section 42-39, "Powers of the Nuisance Code Enforcement Board," is hereby amended and restated to read as follows:

Sec. 42-39. - Powers of the Nuisance Code Enforcement Board.

The City of Paducah Nuisance Code Enforcement Board shall have the following powers and duties over all matters contained within this article:

- (a) To adopt rules and regulations to govern its operations and the conduct of its hearings.
- (b) To subpoena witnesses.
- (c) To conduct hearings to determine if there has been a violation of the nuisance code.
- (d) To take testimony under oath. The chairman shall have the authority to administer oaths for the purpose of taking testimony.
- (e) To make findings of fact and issue orders necessary to remedy any violation of the nuisance code or code provision which the board is authorized to enforce.
- (f) To impose fines, as authorized, on any person found to have violated the nuisance code.
- (g) To order liens to be filed for the collection of fines, charges, costs, penalties, and fees, including attorney's fees.
- (h) To conduct hearings to consider appeals from the determination of the Deputy Chief/Fire Marshall of the Fire Prevention Division as to the suspension, revocation, or denial of a rental occupancy permit in accordance with Section 42-41.5.
- (i) To conduct hearings to determine if a property owner has allowed a property to become condemned and result in demolition by neglect.

SECTION 3. That Section 42-40, "Enforcement hearing," is hereby amended and restated to read as follows:

Sec. 42-40. - Enforcement hearing.

The following requirements shall govern all enforcement hearings before the board:

- (a) If the alleged violator desires to contest the citation, he or she may initiate a hearing before the Nuisance Code Enforcement Board after a citation is issued by a Nuisance Code Enforcement Officer.

- (b) Except as provided in subsection (c) below, if a Nuisance Code Enforcement Officer believes, based on his personal observation or investigation, that a person has violated the nuisance code, he shall issue a notice of violation to the offender allowing the offender five days to remedy the violation without fine and advise the offender that the violations may be referred to the county attorney or the commonwealth attorney for criminal prosecution. The offender may be allowed a reasonable extension of time to remedy the violation without fine at the discretion of the Nuisance Code Enforcement Officer, if requested by the offender.
1. The notice of violation shall be reasonably calculated to inform the offender of the nature of the violation, and may be in the form of a postcard for properties with dwelling or structures or in the form of a posted sign for vacant lots.
- (c) If the offender fails or refuses to remedy the violation within the time allotted by the Nuisance Code Enforcement Officer, the Nuisance Code Enforcement Officer is authorized to issue a citation. The citation shall represent a determination by the Nuisance Code Enforcement Officer that a violation has been committed, and that determination shall be final unless contested by the alleged violator and taken before the Nuisance Code Enforcement Board.
- (d) Nothing in this article shall prohibit the city from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible.
- (e) The citation issued by the Nuisance Code Enforcement Officer shall contain the following information:
1. The date of issuance;
 2. The name and address of the person to whom **the** citation is issued;
 3. The date the offense was committed;
 4. The facts constituting the offense;
 5. The section of the code or the number of the **ordinance** violated;
 6. The name of the Nuisance Code Enforcement **Officer**;
 7. The fine that will be imposed for the violation **if the** person does not contest the citation;
 8. The maximum fine that may be imposed if the person elects to contest the citation;
 9. The procedure for the person to follow in order to pay the fine or to contest the citation;
 10. A statement that if the person fails to pay the fine set forth in the citation or contest the citation, within the time allowed, the person shall be deemed to have waived the right to a hearing before the Nuisance Code Enforcement Board to contest the citation and that the determination that the violation was committed shall be final; and

11. Notice that a lien may be filed or foreclosure proceedings initiated to collect fines, charges, costs, penalties, and fees, including attorney's fees.

12. Notice that violation may be referred to the county attorney or commonwealth attorney for criminal prosecution.

- (f) Upon receipt of a citation, the offender shall respond to the citation within five days of the date of receipt by either paying the fine or requesting, in writing, a hearing before the Nuisance Code Enforcement Board to contest the citation. If the offender responds by paying the fine, the offender shall still be required to remedy the violation and will be given a reasonable time to remedy. If the offender fails to remedy the violation, another Notice of Violation may be issued, in accordance with subsection (b) above, for another violation of the nuisance code. If the person fails to respond to the citation within five days, the person shall be deemed to have waived the right to a hearing and the determination that a violation was committed shall be considered final.
- (g) If the offender does not contest the citation within the time prescribed, the Nuisance Code Enforcement Officer issuing the citation shall enter a final order determining that the violation was committed, no contest was initiated, and then cause the nuisance to be abated and/or impose the fine set forth in the citation. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with subsection (b) above, for another violation of the nuisance code. A copy of the final order shall be served on the offender.

SECTION 4. That Section 42-41, "Enforcement hearing; notice; and final order," is hereby amended and restated to read as follows:

Sec. 42-41. - Enforcement hearing; notice; and final order.

- (a) When a hearing has been requested, the Code Enforcement Board shall schedule a hearing. The board shall hold hearings once a month.
- (b) Not less than seven days before the date of the hearing, the Nuisance Code Enforcement Board shall notify the requester of the date, time, and place of the hearing. The notice may be given by certified mail, return receipt requested; by personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older and who is informed of the contents of the notice.
- (c) Any person requesting a hearing before the Nuisance Code Enforcement Board who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation and a determination that a violation was committed shall be entered and become final. The Nuisance Code Enforcement Board shall enter a final order determining the violation was committed and shall cause the nuisance to be abated and/or impose the fine set forth in the citation. The final order shall provide the offender a reasonable time to

remedy the violation. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with section 42-40(b), for another violation of the nuisance code. A copy of the final order shall be served upon the offender.

- (d) All testimony may be taken under oath and may be recorded by audio, video, or stenographic means. Testimony shall be taken from the Nuisance Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Nuisance Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (e) The Nuisance Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. In making its determination, the Nuisance Code Enforcement Board shall use an arbitrary and capricious standard and shall uphold the citation unless the issuance of the citation was clearly erroneous. The Nuisance Code Enforcement Board shall uphold the citation if pictorial or photographic evidence supporting the citation is provided by the Nuisance Code Enforcement Officer. If no pictorial or photographic evidence is provided and the board determines that no violation was committed, an order dismissing the citation shall be entered. If pictorial or photographic evidence is provided or if no such evidence is provided and the board still determines that a violation was committed, an order shall be issued upholding the citation and either imposing a fine up to the maximum authorized by this or other ordinance or requiring the offender to remedy a continuing violation, or both. The Nuisance Code Enforcement Board may determine that the violations and the real property owner should be referred to the county attorney or commonwealth attorney for criminal prosecution.
 - (1) The final order shall provide the offender a reasonable time, not to exceed ten days, to remedy the violation. If the offender does not remedy in the time provided in the final order, another notice of violation may be issued, in accordance with subsection 42-40(b), for another violation of the nuisance code.
- (f) Every final order of the Nuisance Code Enforcement Board shall be reduced to writing, which shall include the date the order was issued. A copy shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order is issued, the order shall be delivered in accordance with the procedures set forth in subsection (b) above.
- (g) The Nuisance Code Enforcement Officer, at his discretion, may remedy the violation to bring the property into compliance with the Nuisance Code if the citation is not contested or if a final order upholding the citation is entered by the Nuisance Code Enforcement Board.

SECTION 5. That Section 42-44, "Lien; fines, charges, abatement costs, fees, penalties, attorney fees and costs," is hereby amended and restated to read as follows:

Sec. 42-44. - Lien; fines, charges, abatement costs, fees, penalties, attorney fees and costs.

- (a) The city shall possess a lien on the property finally determined to be in violation of the nuisance code for all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a ~~\$15.00~~ \$25.00 administration fee, incurred by the city in connection with the enforcement of the nuisance code. The lien shall bear interest at the rate of four percent per annum until paid.
- (b) A notice of the lien may be recorded in the office of the county clerk.
- (c) Pursuant to KRS 82.720, the lien shall be superior to and have priority over all other liens on the property, except state, county, school board, and city taxes, and may be enforced by judicial proceedings.
- (d) In addition to the remedy prescribed in subsection (a), the owner or owners of the property at the time the violation occurred shall be personally liable for the amount of all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a \$25.00 administration fee, incurred by the city in connection with the enforcement of the nuisance code. The aforesaid amount shall bear interest at the rate of four percent per annum until paid. The city may bring a civil action against the responsible owner or owners and shall have the same remedies as provided for the recovery of a debt.
- (e) The city shall be entitled to recover from the responsible owner or owners all attorney fees and others costs incurred by the city by reason of the collection upon and enforcement of the responsible owner's or owners' liability hereunder and the lien which secures the same.
- (f) Upon payment, determination of the Nuisance Code Enforcement Board or Court order, the city shall be authorized to release any lien filed hereunder and recorded in the Office of the County Clerk.
- (g) The provisions of this article shall be enforced in the same manner as other violations of this Code. Any person violating any of the provisions of this article shall be deemed guilty of a Class B misdemeanor. and upon conviction thereof, shall receive a fine not to exceed \$250.00 or a jail sentence not to exceed 90 days for each offense. Each day that such violation continues shall constitute a separate offense. This article and the foregoing penalties shall not be construed to limit or deny the right of the city or any person to such equitable legal remedies as may be available by law.

SECTION 6. 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 7. 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 8. 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 9. EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 7, 2016
Adopted by the Board of Commissioners, June 14, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 14, 2016
Published by *The Paducah Sun*, _____, 2016
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