



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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PROCLAMATION – Parks & Recreation Month – M. Thompson

	I. <u>MINUTES</u>
	II. <u>MOTION</u>
	A. R & F Documents
	III. <u>MUNICIPAL ORDER</u>
	A. Adopt Compliance Policies and Procedures for Bond Issues – J. PERKINS
	B. Authorize Renewal Application for Local Expanded Jurisdiction – FIRE CHIEF KYLE
	IV. <u>ORDINANCES – ADOPTION</u>
	A. Approve Payment for Annual Service Contract for the City's 800 MHz Radio Equipment – B. STRINGER
	B. Authorize Payment to KLC for Insurance Premiums for Workers' Compensation, Liability Insurance and Property Insurance – S. DOOLITTLE
	C. Approve Agreement with Concord Fire Department for 911 Dispatching Services – FIRE CHIEF KYLE
	D. Approve Agreement with West McCracken Fire Protection District for 911 Dispatching Services – FIRE CHIEF KYLE
	E. Approve Extension of Interlocal Agreement with McCracken County Fiscal Court for 911 Dispatch Services – CITY MGR PEDERSON
	V. <u>ORDINANCE - INTRODUCTION</u>
	A. Approve Agreement with Reidland-Farley Fire Protection District for 911 Dispatching Services – FIRE CHIEF KYLE

		B. Amend Code of Ordinances Chapter 70, Parks & Recreation, to Update Dedicated Parks List – M. THOMPSON
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

JUNE 28, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 28, 2016, at 5:30 p.m., in the Commission Chambers 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 June 21, 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).

MOTIONS

R & F DOCUMENTS

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

DOCUMENTS

1. Certificate of Liability Insurance for Danny Cope & Sons
2. Software Service Agreement with Tyler Technologies for the license of software (ORD 2016-06-8373)
3. Paducah-McCracken County Riverport Authority Fiscal 2017 Annual Operating Budget for fiscal year 16/17

BIDS for Paducah Riverfront Development Authority Department
Demolition of Commercial Building at 501 North 3rd/514 North Loop Road

1. Complete Demolition Services
2. Greer Excavating Services, LLC
3. Lannie Jones Excavation
4. Mike Good Excavating
5. Danny Cope & Sons Excavating, LLC *

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

MUNICIPAL ORDERS

PERSONNEL CHANGES

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 that the personnel changes on the attached list be approved.

(SEE MUNICIPAL ORDER BOOK)

JUNE 28, 2016

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

2016 KOHS GRANT APPLICATION

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR FUNDS IN THE AMOUNT OF \$239,809.00, FOR THE PADUCAH 911 SERVICES COMMUNICATIONS DEPARTMENT TO PURCHASE AND INSTALL A NEW 911 COMMUNICATION/PHONE SYSTEM," be adopted.

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

ORDINANCES – ADOPTION
ADOPT BUDGET FOR FY2017

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2016, THROUGH JUNE 30, 2017, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT." This ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2016, through June 30, 2017, by estimating revenues and resources and appropriating funds for the operation of City Government at \$80,589,395, and summarized by fund as follows:

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 33,478,200
MAP	1,504,000
INVESTMENT	5,022,500
CDBG	2,220,000
E911	1,756,280
COURT AWARDS	30,750
DEBT	3,468,995
CIP	7,485,000
BOND FUND	8,350,000
SOLID WASTE	5,644,750
CIVIC CENTER	90,600
RENTAL	134,920
RADIO DEPR	2,435,840
FLEET	557,485
FLEET TRUST	2,058,250
SELF INSURANCE	1,224,000

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HEALTH INS	3,773,000
AEPF/PFPF/TRSTS	<u>1,354,825</u>

\$ 80,589,395

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-6-8380; BK 34

APPROVE FY 2017 CONTRACT WITH WKCTC FOR OPERATION OF PUBLIC AND GOVERNMENT ACCESS CHANNELS

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR OPERATION OF THE PUBLIC ACCESS CHANNELS 2 AND 11 AND OTHER RELATED SERVICES." This ordinance is summarized as follows: That the Mayor is hereby authorized and directed to execute a contract between the City of Paducah, West Kentucky Community & Technical College and Paducah Junior College in an amount not to exceed \$85,000.00 for operation of Public Access Channels 2 and 11 and related services for the City.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-6-8381; BK 34

APPROVE PAYMENT FOR USE OF TEMPORARY WATER PUMPS AT FLOODWALL PUMP PLANT #9

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY FOR THE LEASE OF TWO TEMPORARY PUMPS WHICH WERE UTILIZED FROM THE END OF DECEMBER 2015 THROUGH MAY 2016 AT PUMP STATION #9 LOCATED AT 1148 SOUTH 3RD STREET DUE TO PUMP #2 BECOMING INOPERABLE." This ordinance is summarized as follows: The City of Paducah hereby authorizes the Finance Director to pay Xylem Dewatering Solutions, Inc., in the amount of \$33,064.10 for the lease of two temporary emergency pumps that were utilized at Pump Station #9 located at 1148 South 3rd Street.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-6-8382; BK 34

MARKET HOUSE ART PARK CHANGE ORDER #1

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH MIDSTATES CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF A POCKET PARK ALSO KNOWN AS THE MARKET SQUARE ART PARK LOCATED AT 117 1/2 SOUTH 2ND STREET." This ordinance is summarized as follows: The Mayor is hereby authorized to execute Change Order No. 1 for an increase in the amount of \$6,712.06 with Midstates Construction Company, Inc., for

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numerous issues which arose during construction of the pocket park located at 1171/2 South 2nd Street, therefore increasing the total cost to \$51,083.06.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-6-8383; BK 34

ORDINANCES – INTRODUCTION

APPROVE PAYMENT FOR ANNUAL SERVICE CONTRACT FOR THE CITY'S 800 MHz RADIO EQUIPMENT

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH MOTOROLA FOR FY 2016-2017." This ordinance is summarized as follows: That the Mayor is hereby authorized to execute a service agreement with Motorola for yearly maintenance of the 800 MHz radio controllers, 911 dispatch consoles, telephones, and other related radio equipment in the amount of \$32,166.48. This contract shall expire June 30, 2017.

AUTHORIZE PAYMENT TO KLC FOR INSURANCE PREMIUMS FOR WORKERS' COMPENSATION, LIABILITY INSURANCE AND PROPERTY INSURANCE

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE FOR THE CITY OF PADUCAH." This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$1,092,016.26 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2017.

APPROVE AGREEMENT WITH CONCORD FIRE DEPARTMENT FOR 911 DISPATCHING SERVICES

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH CONCORD FIRE PROTECTION DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT." This ordinance is summarized as follows: The City of Paducah hereby approves a Communications Service Agreement with Concord Fire Protection District for 911 Dispatch Services which will begin on July 1, 2016, and authorizes the Mayor to execute the Agreement. The initial term of the Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either the City or Concord decide to terminate or renegotiate the Agreement.

APPROVE AGREEMENT WITH WEST McCracken FIRE PROTECTION DISTRICT FOR 911 DISPATCHING SERVICES

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF

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PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH WEST McCracken FIRE PROTECTION DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: The City of Paducah hereby approves a Communications Service Agreement with West McCracken Fire Protection District for 911 Dispatch Services which will begin on July 1, 2016, and authorizes the Mayor to execute the Agreement. The initial term of the Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either the City or Concord decide to terminate or renegotiate the Agreement.

APPROVE EXTENSION OF INTERLOCAL AGREEMENT WITH McCracken COUNTY FISCAL COURT FOR 911 DISPATCH SERVICES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH McCracken COUNTY FISCAL COURT TO EXTEND THE CURRENT INTER-LOCAL COOPERATION AGREEMENT FOR 911 COMMUNICATIONS SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: The City of Paducah hereby approves a Temporary 911 Communications Service Agreement with McCracken County Fiscal Court to extend the current 911 Interlocal Agreement for 911 Dispatch Services up to and including July 31, 2016. Further, the Mayor of the City is hereby authorized to execute the Agreement.

CITY MANAGER REPORT

City Manager Jeff Pederson asked Planning Director Steve Ervin to address the Commission regarding the Broadway/Jefferson Street Two-Way Conversion with Bike Lanes Project. Mr. Ervin reminded the Commission that in 2015, the City applied for a Transportation Alternative Program Grant which would cover the entire cost of engineering services, bidding and constructing the project. Mr. Ervin received word early this year that the City was not awarded the grant. He is working with HDR, Inc. to prepare an Engineering Services Agreement which he believes will help the City when reapplying for the TAP Grant this fall.

MAYOR & COMMISSIONER COMMENTS

Mayor Kaler and the Commission commended everyone who joined in helping build the playground at the Health Park.

Upon motion the meeting adjourned.

ADOPTED: July 5, 2016

City Clerk

Mayor

July 5, 2016

I move that the following documents be received and filed:

DOCUMENTS

1. Contracts & Agreements:
 - a. Contract with Danny Cope and Sons Excavating, LLC for the demolition of the nursing home located at 501 North 3rd Street (ORD2016-6-8376)
 - b. Subordination Agreement with Paducah Bank and Trust Company for property located at 1611 Madison Street (MO # 1910)
 - c. Contract for Services with Paducah Junior College and West Kentucky Community & Technical College for the Operation of Public and Governmental Access Channels (ORD # 2016-6-8381)
 - d. Change Order No. 1 with Midstates Construction Company for the Market Square ART Park (ORD # 2016-6-8383)

2. Paducah Water Works Financial Highlights for May 2016

Agenda Action Form Paducah City Commission

Meeting Date: 07-05-2016

Short Title: **Post Issuance (Bond Issues) Compliance Policies and Procedures**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information:

Recently, the Internal Revenue Service (IRS) randomly selected the City of Paducah's General Obligation (GOB) Refunding Bonds, Series 2010B, for an audit examination. The GOB Series 2010B is a refunding in advance of maturity bond to pay off another GOB issued in 2001. Both GOBs were/are tax exempt issues.

The City of Paducah engaged the firm of Dinsmore to represent it before the IRS. Dinsmore is the firm used for bond counsel and is an expert in such matters before the IRS. As such, Dinsmore has recommended that the City adopt '*Post-Issuance Compliance Policies and Procedures*' in an effort to bolster our standing before the IRS. The policies document is attached.

The purpose of the attached policy, in summary, is to ensure compliance with federal tax law applicable to outstanding tax-exempt debt obligations ("Tax-Exempt Debt") and to ensure that interest paid on such Tax-Exempt Debt remains exempt from federal income tax. Federal tax law requires compliance with numerous rules and regulations, including but not limited to filing requirements, yield restriction limitations, arbitrage rebate requirements, use of proceeds and financed project limitations, remedial action requirements and recordkeeping requirements. Given the increasing complexity of the federal tax law, the City adopts the attached policies and procedures concerning its Tax-Exempt Debt. These Policies and Procedures are intended to serve as a guide for the City to facilitate compliance with federal tax law applicable to its Tax-Exempt Debt.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

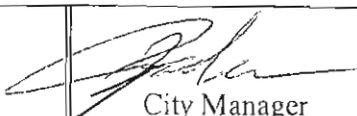
Funds Available: Account Name: N/A

Account Number:


6/30/2016
Finance

Staff Recommendation: Adopt the proposed policies and procedures.

Attachments: **Post-Issuance Compliance Policies and Procedures**

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES TO ENSURE COMPLIANCE WITH FEDERAL TAX LAW APPLICABLE TO OUTSTANDING TAX-EXEMPT DEBT OBLIGATIONS AND TO ENSURE THAT INTEREST PAID ON SUCH TAX-EXEMPT DEBT REMAINS EXEMPT FROM FEDERAL INCOME TAX AND DESIGNATING THE FINANCE DIRECTOR AS THE CITY'S COMPLIANCE OFFICER

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah adopts post-issuance Compliance Policies and Procedures, as attached hereto, to ensure compliance with federal tax law applicable to outstanding tax-exempt debt obligations and to ensure that interest paid on such tax-exempt debt remains exempt from Federal Income Tax.

SECTION 2. That the City of Paducah hereby designates the Finance Director as the Compliance Officer for the City of Paducah.

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, July 5, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 5, 2016
\\mo\Post Issuance Bond Compliance Policies and Procedures

CITY OF PADUCAH, KENTUCKY
POST-ISSUANCE
COMPLIANCE POLICIES AND PROCEDURES
ADOPTED AS OF JULY 5, 2016

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- Purpose

It is the policy of the City of Paducah, Kentucky (the "Issuer") to comply with federal tax law applicable to its outstanding tax-exempt debt obligations (the "Tax-Exempt Debt") to ensure that interest paid on such Tax-Exempt Debt remains exempt from federal income tax. Federal tax law requires compliance with numerous rules and regulations, including but not limited to filing requirements, yield restriction limitations, arbitrage rebate requirements, use of proceeds and financed project limitations, remedial action requirements and recordkeeping requirements. Given the increasing complexity of the federal tax law, the Issuer hereby formally adopts the following policies and procedures concerning its Tax-Exempt Debt (the "TE Policies and Procedures"). These TE Policies and Procedures are intended to serve as a guide for the Issuer to facilitate compliance with federal tax law applicable to its Tax-Exempt Debt.

In the event these TE Policies and Procedures conflict, in whole or in part, with the federal tax agreement or federal tax certificate executed by the Issuer in connection with the issuance of its Tax-Exempt Debt (the "Tax Certificate"), the terms of the applicable Tax Certificate will control.

- Compliance Officer Designation

The Issuer hereby designates the Finance Director as the Issuer's compliance officer (the "Compliance Officer"). Except as otherwise described herein, the Issuer's Compliance Officer will have primary responsibility for the Issuer's compliance with federal tax law in order that the interest on the Issuer's Tax-Exempt Debt is, and remains, exempt from federal income tax. The Issuer may appoint a new Compliance Officer from time to time as needed. Also, the Compliance Officer may delegate duties herein as deemed necessary. For conduit issues, the Compliance Officer may delegate a portion of its duties herein to the conduit borrower, as reasonably deemed prudent.

The Compliance Officer will at all times be aware of the Issuer's obligations set forth in these TE Policies and Procedures, including the Issuer's ongoing recordkeeping and compliance responsibilities associated with its Tax-Exempt Debt. The Compliance Officer will at all times be familiar with these TE Policies and Procedures and will be authorized to consult with third-party professionals (e.g., legal counsel, bond counsel and arbitrage calculating agents), as necessary, to ensure compliance with these TE Policies and Procedures. In addition, the Compliance Officer will be familiar with the following publications of the Internal Revenue Service ("IRS"): IRS Publication 4079 "Tax-Exempt Governmental Bonds Compliance Guide," IRS Publication 5005 "Your Responsibilities as a Conduit Issuer of Tax-Exempt Bonds" and IRS Publication 4078 "Tax-Exempt Private Activity Bonds Compliance Guide." The Compliance Officer will also be familiar with the IRS's website at www.irs.gov/Tax-Exempt-Bonds and aware that such website contains information, forms and publications pertaining to tax-exempt bonds.

- Closing of Tax-Exempt Debt Issues

Tax Certificates The Tax Certificate (which is generally prepared by bond counsel and signed by the Issuer and conduit borrower, as applicable) will serve as the operative document for purposes of establishing reasonable expectations of the Issuer as of the date of the issuance of the Issuer's Tax-Exempt Debt. Each Tax Certificate will provide a summary of the federal tax rules applicable to each Tax-Exempt Debt issuance. Prior to each issuance, the Compliance Officer will review each Tax Certificate to confirm that the expectations set forth in the Tax Certificate are reasonable and accurate and to become familiar with the requirements set forth therein. For conduit issues, the Compliance Officer may rely upon the representations of the conduit borrower set forth in the Tax Certificate.

Internal Revenue Service Forms 8038, 8038-G, 8038-GC – Tax-Exempt Debt Bond counsel, with assistance from the Issuer and other professionals associated with the financing, will prepare an IRS Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales, (collectively "8038 Form") as applicable, in connection with each issuance of Tax-Exempt Debt by the Issuer, which the Compliance Officer or its designee will review prior to closing. An 8038 Form will be filed with the Internal Revenue Service no later than the 15th day after the second calendar month after the close of the calendar quarter in which the particular Tax-Exempt Debt is issued. All 8038 Forms will be filed by bond counsel, on behalf of the Issuer, with the IRS.

Late Filing of Information Returns If the Compliance Officer determines an 8038 Form was not timely filed, the Compliance Officer will coordinate with bond counsel to file the relevant 8038 Form. The Compliance Officer will be familiar with the late filing procedures applicable to 8038 Forms as currently outlined in Revenue Procedure 2002-48, 2002-37 I.R.B. 531. These procedures generally require that the Issuer: (a) attach a letter to the 8038 Form briefly explaining when the return was required to be filed, why the return was not timely filed, and whether or not the bond issue is under examination; (b) enter on top of the return "Request for Relief under section 3 of Revenue Procedure 2002-48;" and (c) file the letter and the return with the IRS at the applicable IRS address.

Volume Cap Limit The volume cap limit for certain qualified private activity bonds, as set forth in section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), limits the amount of Tax-Exempt Debt that can be issued to finance a particular qualified purpose during a calendar year. If, during a given year, the Issuer issues qualified private activity bonds in excess of its applicable volume cap limit, the tax-exempt status of those bonds is jeopardized. To the extent the Issuer issues Tax-Exempt Debt requiring a volume cap allocation, the Compliance Officer will monitor the Issuer's volume cap allocations in order to properly file information returns and make carryforward elections.

Most qualified private activity bonds require volume cap allocations. Some refundings of private activity bonds will require volume cap allocations. Governmental bonds and qualified 501(c)(3) bonds generally do not require a volume cap allocation, however, certain governmental bonds and qualified 501(c)(3) bonds may require volume cap in limited circumstances. The

Compliance Officer will require that bond counsel determine whether volume cap is needed in connection with the issuance of its Tax-Exempt Debt.

Carryforward of Unused Volume Cap The Issuer may elect to carry any unused volume cap of a calendar year forward for three years. This election can be made for each of the carryforward purposes described in section 146 of the Code. This election is made by filing IRS Form 8328, Carryforward Election of Unused Private Activity Bond Volume Cap ("Form 8328") by the earlier of February 15th following the year in which the unused amount arises or the date of issue of any bonds pursuant to the carryforward election. If the Issuer determines that volume cap needs to be carried forward into the next year, the Compliance Officer will ensure that the appropriate Form 8328 is timely filed with the IRS. Once Form 8328 is filed, the Issuer may not revoke the carryforward election or amend the carryforward amounts shown on the form. The Compliance Officer will be familiar with Revenue Procedure 2005-30, 2005-22 I.R.B. 1148, in the event the Issuer fails to timely file its Form 8328.

Public Approval Requirement Generally, prior to issuance, qualified private activity bonds (including qualified 501(c)(3) bonds) must be approved by an applicable elected representative for the governmental entity issuing the qualified private activity bonds and, in some cases, for each governmental entity having jurisdiction over the area in which a financed facility is to be located, after a public hearing with 14 days published notice. Governmental bonds are not subject to this public approval requirement. The Issuer will ensure that the public approval requirements applicable to its Tax-Exempt Debt are satisfied. The Compliance Officer will cause bond counsel to comply with the public approval requirements applicable to its Tax-Exempt Debt issues.

Limitations Relating to Fees Charged by the Issuer when serving as a Conduit Issuer For conduit bond issues (to the extent applicable), the Issuer may charge fees payable either out of the bond proceeds or directly by the conduit borrower with its own funds. Such fees may be used by the Issuer to offset all or a portion of the costs payable by the Issuer related to its role as a conduit Issuer and may also be used to raise funds for governmental purposes of the Issuer. Such fees may increase the effective yield of the conduit loan when viewed by the Issuer as a purpose investment. Section 148 of the Code generally limits the yield on purpose investments to the yield on the bonds plus a spread. This limitation effectively limits the size of the fees that may be charged by the Issuer regardless of whether paid periodically or up front. For each conduit loan made by the Issuer to a conduit borrower with proceeds of the Issuer's Tax-Exempt Debt, the Compliance Officer will coordinate with bond counsel to ensure that the yield on the conduit loan does not exceed the yield on the Tax-Exempt Debt by more than the permitted spread.

Certification Regarding Expectations for Use and Investment of Proceeds The Treasury Regulations generally require the Issuer to make a certification regarding its expectations for each issue of its Tax-Exempt Debt. Section 1.148-2(b)(2)(i) of the Treasury Regulations requires an officer of the Issuer to certify that the Issuer's expectations are reasonable as of the issue date of its Tax-Exempt Debt. For each issue of Tax-Exempt Debt, the Compliance Officer will review the Tax Certificate to make sure that the certification requirements described herein are satisfied.

Reimbursement Declarations of Official Intent Under section 1.150-2 of the Treasury Regulations, the Issuer (or the conduit borrower for conduit issues) is permitted to use proceeds of Tax-Exempt Debt to reimburse certain expenditures paid before the date of issuance of the Tax-Exempt Debt (subject to certain requirements). One requirement is that the Issuer (or conduit borrower) must adopt a declaration of official intent to reimburse expenditures not later than 60 days after the reimbursed expenditure is paid. If proceeds of the Tax-Exempt Debt will be used for reimbursement purposes, the Compliance Officer will coordinate with the Issuer and Issuer's counsel in order that such declaration of official intent is adopted on a timely basis.

Qualified Hedge If the Issuer enters into a qualified hedge (i.e. swap transaction) pursuant to Section 1.148-4(h) of the Treasury Regulations in connection with its Tax-Exempt Debt, the Compliance Officer will immediately inform Issuer's counsel to ensure compliance with the Treasury Regulations required for integration of the qualified hedge (to the extent integration is desired by the Issuer).

- Use of Debt Proceeds – Tax-Exempt Bonds

Private Business Use The Issuer will not knowingly take or permit to be taken any action that would cause any of its outstanding Tax-Exempt Debt to become taxable "private activity bonds," as described below. Generally, an issue of Tax-Exempt Debt will be considered a taxable "private activity bond" if more than a certain amount (5% for qualified private activity bonds, including qualified 501(c)(3) bonds, or 10% for governmental bonds) of the proceeds are used directly or indirectly in any trade or business carried on by a private business user and more than a certain amount (5% for qualified private activity bonds, including qualified 501(c)(3) bonds, or 10% for governmental bonds) of the debt service is directly or indirectly (a) secured by any interest in property used or to be used in any trade or business carried on by a private business user, or (b) derived from payments made in respect of property used or to be used in any trade or business carried on by a private business user.

The Compliance Officer will annually review the "use" of its facilities financed with its outstanding Tax-Exempt Debt for compliance with the applicable use restrictions imposed on tax-exempt financed facilities, as set forth in the Tax Certificate. Prior to entering into certain arrangements that could give rise to an impermissible amount of private business use, the Compliance Officer will consult with counsel to the Issuer before entering into such arrangements that include, but are not limited to, management contracts, operating agreements, licenses, leases, subleases, naming rights agreements, research agreements, cellular tower or solar panel placement agreements, clinical trial agreements and joint venture or partnership arrangements.

In the event the Compliance Officer determines the Issuer has entered into an arrangement involving any of its facilities financed with Tax-Exempt Debt that may give rise to an impermissible amount of private business use, the Compliance Officer will consult with counsel to the Issuer to determine whether such arrangement impacts the tax-exempt status of the Tax-Exempt Debt.

Private Loans The Issuer's Tax-Exempt Debt will be considered taxable "private loan bonds" if more than the lesser of \$5 million or 5% of the proceeds of the Tax-Exempt Debt is used, directly or indirectly, to make or finance loans to private persons. The Issuer will not take or permit to be taken any action that would cause any of its Tax-Exempt Debt to be considered taxable "private loan bonds." The Issuer will not loan the proceeds of its Tax-Exempt Debt to any third party without first consulting with Issuer's counsel. The Compliance Officer will consult with counsel to the Issuer prior to any such loans being made by the Issuer.

Sale of Tax-Exempt Debt-Financed Property Prior to selling or otherwise disposing of any facilities financed with outstanding Tax-Exempt Debt, the Compliance Officer will consult with Issuer's counsel to determine what impact, if any, such sale or other disposition would have on the tax-exempt status of the outstanding Tax-Exempt Debt.

Remedial Actions The Compliance Officer will be aware of the remedial action rules contained in Section 1.141-12 of the Treasury Regulations providing, in certain circumstances, a mechanism to voluntarily remediate violations of the private business tests or private loan financing test. Although the Issuer intends that none of its Tax-Exempt Debt will require the application of the remedial action rules, prior to taking any action that would cause its outstanding Tax-Exempt Debt to, absent a remedial action, violate the private business use tests or private loan financing test, the Compliance Officer will consult with counsel to the Issuer regarding the applicability of the remedial action rules to such action and the ability to remediate the impacted Tax-Exempt Debt.

- Arbitrage Limitations Imposed on Debt Issuances

Hiring an Arbitrage Calculating Agent With regard to each of the Issuer's outstanding Tax-Exempt Debt borrowings, the Compliance Officer, on behalf of the Issuer, will retain an arbitrage calculating agent to (a) determine whether the Tax-Exempt Debt in question qualifies for an exception to the arbitrage rebate rules and (b) perform calculations to ascertain whether an arbitrage rebate payment or yield reduction payment is owed to the IRS, unless, in the judgment of the Compliance Officer and in compliance with these TE Policies and Procedures and the Tax Certificate, there is no reasonable prospect of any arbitrage rebate or yield reduction payment liability. The Compliance Officer will coordinate the timely hiring of an arbitrage calculating agent as required by these TE Policies and Procedures. For conduit bond issues, the Issuer may require the conduit borrower to retain an arbitrage calculating agent to comply with the requirements described in this Section 5. However, the Compliance Officer will be aware that the IRS requires that the Issuer file the Form 8038-T (as defined below) if needed, not the conduit borrower.

Payment of Arbitrage Rebate and Yield Reduction Liability The arbitrage calculating agent retained by the Issuer (or conduit borrower as the case may be) will determine whether an arbitrage rebate payment or yield reduction payment is owed to the IRS. If payment is owed to the IRS, the Issuer will instruct the arbitrage calculating agent to prepare IRS Form, 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate ("Form 8038-T"). The Compliance Officer or arbitrage calculating agent will obtain the Issuer's signature and remit the Form 8038-T, with the required payment, to the IRS on behalf of the Issuer.

The Compliance Officer will consult with the Issuer's arbitrage calculating agent (or conduit's borrower's arbitrage calculating agent as the case may be) within 30 days of the issue date of its Tax-Exempt Debt as to the required "installment computation dates" for purposes of calculating arbitrage rebate and yield reduction liability. As background, for these purposes, within 60 days after each installment computation date, the Issuer must cause to be paid to the IRS at least 90% of the amount of arbitrage rebate and yield reduction payment liability owed. In addition, within 60 days after the final installment computation date, the Issuer must cause to be paid to the IRS 100% of the amount of arbitrage rebate and yield reduction payment liability owed. For conduit bond issues, the Tax Certificate will require the Borrower to remit these payments for filing with the Form 8038-T. Each completed Form 8038-T, together with full payment in the amount equal to the arbitrage rebate or yield reduction payment liability calculated by the arbitrage calculating agent, must be filed with the IRS at the applicable address which is currently, Internal Revenue Service Center, Ogden, UT 84201-0027.

Yield Restriction Limitations For each Tax-Exempt Debt issue, the Issuer will comply with the applicable yield restriction investment limitations and temporary periods with regard to its outstanding Tax-Exempt Debt, as described in the related Tax Certificate. The Compliance Officer will monitor the Issuer's compliance with these applicable yield restriction limitations.

Timely Expenditure of Proceeds of the Issuer's Tax-Exempt Debt The IRS generally requires that issuers of Tax-Exempt Debt (or conduit borrowers for conduit bond issues) reasonably expect to spend 85% of the proceeds of such tax-exempt bonds within three years. Accordingly, it is the Issuer's policy to utilize (or require conduit borrowers for conduit bond issues to utilize) tax-exempt financing for projects that it reasonably expects will be substantially completed within three years, unless otherwise approved by its counsel. Upon receipt of proceeds from Tax-Exempt Debt borrowings, the Compliance Officer will monitor the expenditure of such proceeds on a regular basis to be determined by the Compliance Officer, but in no event less than each quarter of each calendar year. During its routine review, if the Compliance Officer determines that a portion of such proceeds will not be fully expended within three years of the issue date of the Tax-Exempt Debt, the Compliance Officer will determine how quickly such amounts can be spent, and if needed, contact counsel to the Issuer to determine whether remedial action as described above (or some other form of action) will be needed.

Advance Refunding Policies It is the policy of the Issuer to retain a third-party verification agent for each of its advance refunding Tax-Exempt Debt issues. The verification agent will verify the arbitrage yield on the Tax-Exempt Debt, the arbitrage yield on the investments acquired as part of the refunding escrow established using gross proceeds of the tax-exempt debt issuance, and the sufficiency of the refunding escrow.

The Issuer will deposit the Tax-Exempt Debt proceeds (and any other amounts) to be used to advance refund prior Issuer debt into one or more separate escrow trust accounts established with the trustee selected for the transaction. Working with the bond counsel, and in accordance with the documentation prepared for the refunding transaction, the primary responsibility for initiating actions required to be taken with respect to the refunding escrow (including the reinvestment of amounts within the escrow and disbursing funds from the escrow) will be imposed on the trustee. In the event of an omission on the part of the trustee, an error in the documentation or procedures establishing the refunding escrow, or an investment to be

acquired as part of the refunding escrow is not available for purchase, the Compliance Officer will timely consult with bond counsel, as applicable, to determine the impact, if any, on the tax-exempt status of the Tax-Exempt Debt.

When funding deposits to advance refunding escrows using proceeds of Tax-Exempt Debt, it is the Issuer's policy to acquire United States Treasury Securities – State and Local Government Series (SLGS) or securities purchased on the open market in accordance with the terms of the Issuer's bond documents.

In the event the Issuer chooses to fund an advance refunding escrow using securities purchased on the open market, the Issuer will retain a third-party investment bidding agent to solicit bids from providers of qualifying securities in accordance with the limitations described in the "3-bid" safe harbors set forth in Section 1.148-5(d)(6) of the Treasury Regulations.

– Accounting for Debt Proceeds

General Except as otherwise described below and in the Tax Certificate entered into by the Issuer in connection with its Tax-Exempt Debt, it is the policy of the Issuer to apply a direct tracing method of accounting for and allocating its tax-exempt debt proceeds. However, the Issuer reserves the right to utilize any other reasonable accounting and allocation method allowable under the law.

Investment of Proceeds Proceeds of the Issuer's Tax-Exempt Debt shall be held in a separate funds or accounts, and will be invested in accordance with the permitted investments as determined by the relevant bond documents as authorized by the Tax-Certificate. The Compliance Officer has primary responsibility for ensuring that the proceeds of the Issuer's outstanding Tax-Exempt Debt are, and will remain, invested in accordance with the requirements set forth in the Tax Certificate.

Expenditure of Debt Proceeds on Capital Projects The Issuer shall maintain an active ledger, updated with each payment of an expenditure from proceeds of its Tax-Exempt Debt that for each outstanding issuance shows:

The name and date of issue of the Tax-Exempt Debt to which the proceeds relate;

The projects financed with the proceeds of the Tax-Exempt Debt;

The authorized amount of proceeds to be used to finance each project;

The amount of proceeds of the Tax-Exempt Debt used to date to finance each project;

The amount of unspent proceeds of the Tax-Exempt Debt to be used to finance each project; and

The date on which the proceeds of the Tax-Exempt Debt related to each project were fully expended.

- Recordkeeping

Means of Maintaining Records The Issuer may maintain all records required to be held as described in this Section 7 in paper or electronic (e.g., CD, disks, tapes) forms or both. It is the policy of the Issuer to maintain as much of its records electronically as feasible. The Compliance Officer will be responsible for verifying the Issuer's continued compliance with the recordkeeping requirements set forth in this Section 7 with regard to the Issuer's Tax-Exempt Debt.

Retention Period. The Issuer will maintain, or cause to be maintained, all records relating to the tax-exempt status of its Tax-Exempt Debt and the representations, certifications and covenants set forth in its respective Tax Certificates until the date that is four years after the last outstanding obligation of the issue to which such records and Tax Certificate relate has been retired.

The Issuer will maintain all of the records described in this Section 7 with respect to the refunded Tax-Exempt Debt as well (whether taxable or tax-exempt) until the date that is four years after the refunding Tax-Exempt Debt, the proceeds of which were used to refund the refunded the Tax-Exempt Debt, has been retired. For example, if the Issuer issued Tax-Exempt Debt in 2014 (2014 Bonds) to refund Tax-Exempt Debt issued in 2009 (2009 Bonds), the Issuer will maintain the records described herein with respect to the 2009 Bonds until the date that is four years after the date on which the last outstanding 2014 Bond was retired. If the 2009 Bonds refunded prior debt, the Issuer will also maintain records related to such prior debt for the same period of time.

Required Records The Issuer will maintain detailed records with respect to the following:

Transcript of Proceedings for the Issuer's Tax-Exempt Debt.

Documentation evidencing the expenditure of proceeds of the Issuer's Tax-Exempt Debt.

Documentation evidencing any private business use of facilities financed with proceeds of the Issuer's Tax-Exempt Debt.

Documentation evidencing all sources of payment or security for the Issuer's Tax-Exempt Debt.

Documentation pertaining to any investment of proceeds of the Issuer's Tax-Exempt Debt, including documentation pertaining to broker's fees paid (if at all) or other administrative costs with respect to such investments.

Documentation pertaining to the public approval/TEFRA process.

Records of arbitrage rebate payment and yield reduction payment calculations performed by the arbitrage calculating agent (irrespective of whether any amount was determined to be owed to the IRS), as well as records related to

any arbitrage rebate payments or yield reduction payments made to the IRS, including the calculations performed by the arbitrage calculating agent substantiating such payments, together with Form 8038-T, that accompanied all such payments.

Documentation authorizing the reimbursement of expenditures using proceeds of the Issuer's Tax-Exempt Debt.

Appraisals, demand surveys and feasibility studies related to projects financed or refinanced with the Issuer's Tax-Exempt Debt.

Documentation relating to any third-party funding for projects to which proceeds of the Issuer's Tax-Exempt Debt will be applied (including government grants).

Records of any IRS audits or compliance checks, or any other IRS inquiry related to the Issuer's Tax-Exempt Debt.

- Voluntary Closing Agreement Program

The Compliance Officer will be aware of the IRS's Tax-Exempt Bond Voluntary Closing Agreement Program ("VCAP") and its ability, pursuant to IRS Notice 2008-31, 2008-11 I.R.B. 592 (or a successor notice as the case may be), to request a voluntary closing agreement with the IRS to resolve compliance violations on the part of the Issuer with the federal tax rules applicable to its outstanding Tax-Exempt Debt. A copy of IRS Notice 2008-31 is available on the IRS's website at www.irs.gov.

- Continuing Education

The Compliance Officer will consult with counsel to the Issuer regarding the federal tax rules applicable to the Issuer's outstanding Tax-Exempt Debt and any changes to the federal tax law. The Issuer will update these policies and procedures as needed to reflect any such changes. The Issuer will encourage its Compliance Officer to attend continuing education events and conferences, as needed, pertaining to tax-exempt municipal bonds.

- Miscellaneous

The Issuer reserves the right to amend or withdraw these TE Policies and Procedures at any time and from time to time to reflect changes in federal tax laws or other applicable laws concerning its outstanding Tax-Exempt Debt. The Compliance Officer will consult with counsel to the Issuer as it deems necessary to ensure the applicable federal tax law requirements are satisfied. These TE Policies and Procedures do not, and are not intended to, limit the actions of the Issuer solely to those federal tax matters listed above, but are intended to provide the Issuer with broad discretion and general guidelines in addressing any and all federal tax matters that may affect its outstanding Tax-Exempt Debt.

- Consultation with Counsel

Should the Issuer, including the Compliance Officer, have further questions regarding these TE Policies and Procedures or any other questions concerning the Issuer's Tax-Exempt Debt, please contact Dirk Bedarff at 859-431-7000 or Lona Valentine at 513-639-9238.

ATTACHMENT 1 – FORM OF ANNUAL COMPLIANCE CHECKLIST

[Attached]

FORM ANNUAL COMPLIANCE REPORT & CHECKLIST

CITY OF PADUCAH, KENTUCKY

The Compliance Officer shall complete this Form Annual Compliance Report and Checklist (the "Annual Checklist") for each of the Issuer's outstanding tax-exempt bonds on an annual basis, within 60 days of the close of the applicable bond year, which should be set forth in the Tax Certificate. The tax-exempt obligations identified below shall hereinafter be referred to as the "Obligations." The project(s) financed or refinanced with proceeds of the Obligations shall hereinafter be referred to as the "Project." The Bond Year covered by this Annual Checklist shall hereinafter be referred to as the "Annual Period."

If the Compliance Officer identifies any compliance deficiencies in this Annual Checklist, the Compliance Officer should immediately contact Bond Counsel, as identified in the Issuer's TE Policies and Procedures and take the actions required in the Tax Certificate or TE Policies and Procedures.

If the Compliance Officer has any questions pertaining to completion of this Annual Checklist, please contact Dirk Bedarff at 859-431-7000 or Lona Valentine at 513-639-9238.

GENERAL QUESTIONS

Caption of the Obligations: _____
Date of Issuance of the Obligations: _____
Applicable Annual Period: _____
Date of Annual Checklist: _____
Name of Compliance Officer: _____
Description of Project: _____

PROJECT OWNERSHIP

Has the Project been continuously owned by the Issuer during the Annual Period: _____

If ownership of the Project has changed during the Annual Period, has the Issuer notified Bond Counsel: _____

PROJECT COMPLETION & EXPENDITURE OF PROCEEDS OF BONDS (FOR NEW MONEY PROJECTS)

Amount of proceeds of the Obligations originally allocated to construct the Project:

Have all such proceeds (including interest earned thereon) been spent:

If not, does the Issuer expect such amounts will be expended in accordance with its expectations set forth in the Tax Certificate:

If all such proceeds have not been spent, has more than three years elapsed since the Date of Issuance of the Obligations:

Has the Project been completed and placed in service:

If Project has been completed and placed in service, has the Issuer completed a "final Allocation" of the proceeds of the Obligations:

If Project completed, do any proceeds of the Obligations allocated to construct the Project remain unspent:

If Project has been completed during the Annual Period, has the Issuer notified Bond Counsel:

USE OF PROJECT

During the Annual Period, has any portion of the Project been managed by another entity:

If so, has the arrangement been determined to be compliant with Revenue Procedure 97-13:

During the Annual Period, has any portion of the Project been leased to another entity:

If so, has the arrangement been determined to be compliant with Revenue Procedure 97-13:

During the Annual Period, has any portion of the Project been used for research by another entity:

If so, has the arrangement been determined to be compliant with Revenue Procedure 2007-47:

During the Annual Period, has the Issuer entered into any agreements with respect to the Project that could result in private business use (such as naming rights agreements, cell tower or wind generation agreements, or other types of arrangements):

If the Issuer intends to use the Project in a manner that may jeopardize the tax-exempt status of the Obligations, has the Issuer notified Bond Counsel:

ARBITRAGE AND REBATE

Have all rebate and yield reduction calculations mandated in the Tax Certificate been prepared:

If a rebate and yield calculation was prepared during the Annual Period, has the Issuer retained a copy:

RECORD KEEPING

Has the Issuer maintained all records as required by the Tax Certificate and the TE Policies and Procedures:

CORRESPONDENCE WITH INTERNAL REVENUE SERVICE

During the Annual Period, has the Issuer received any correspondence from the IRS pertaining to the Obligations:

If yes, please describe:

If yes, has the Issuer contacted Bond Counsel and the Issuer:

QUALIFIED HEDGE CONTRACTS

During the Annual Period, has the Issuer entered into a new hedge contract:

If the Issuer previously integrated a hedge contract with the Obligations, has the Issuer taken action to terminate the hedge contract during the Annual Period:

MODIFICATIONS TO BOND DOCUMENTS

During the Annual Period, has the Issuer entered into an arrangement that modified the terms of the bond documents

If yes, please describe:

CONTINUING EDUCATION

During the Annual Period, describe any continuing education events and/or conferences attended by the Compliance Officer:

During the Annual Period, has the Compliance Officer consulted with counsel regarding federal tax rules pertaining to the Obligations as needed:

REMEDIAL ACTION

During the Annual Period, has the Compliance Officer identified a violation that may necessitate the need for the Issuer to take remedial action with regard to the Obligations:

VCAP

During the Annual Period, has the Compliance Officer identified a violation that may necessitate utilization of the IRS's Voluntary Closing Agreement Program:

A COPY OF THIS ANNUAL CHECKLIST SHOULD BE FILED WITH THE ISSUER'S RECORDS PERTAINING TO THE ISSUANCE OF THE BONDS.

Agenda Action Form Paducah City Commission

Meeting Date: July 5, 2016

Short Title: Authorize Renewal Application for Local Expanded Jurisdiction

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Les Fugate
Presentation By: Fire Chief Steve Kyle

Background Information:

The City of Paducah adopted Ordinance 2013-10-8087 on October 8, 2013 authorizing an agreement between the City of Paducah and the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for additional plan review and inspection responsibilities within the City of Paducah. The agreement was for a term of three years.

In order to renew the agreement, the City must comply with 815 KAR 7:110 by submitting a Renewal Application for Local Expanded Jurisdiction to the Department of Housing, Buildings and Construction. This Municipal Order authorizes the Mayor to sign the application.

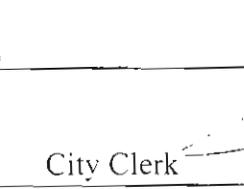
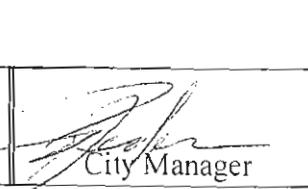
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: To Authorize the Mayor's signature on the renewal application.

Attachments:

 Department Head	 City Clerk	 City Manager
--------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
RENEWAL APPLICATION TO THE COMMONWEALTH OF KENTUCKY,
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION FOR LOCAL
EXPANDED JURISDICTION FOR THE FIRE PREVENTION DIVISION

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a renewal application
and all documents relating to same, to the Commonwealth of Kentucky, Department of Housing,
Buildings and Construction for Local Expanded Jurisdiction for the Fire Prevention Division.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, July 5, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 5, 2016
mo\Renewal Application Local Expanded Jurisdiction



PUBLIC PROTECTION CABINET

Department of Housing, Buildings and Construction

Matthew G. Bevin
Governor

Steven A. Milby
Commissioner

101 Sea Hero Road, Suite 100
Frankfort Kentucky 40601-5412
Phone: 502-573-0365
Fax: 502-573-1057
www.dhbc.ky.gov

David A. Dickerson
Secretary

Timothy R. House
Deputy Commissioner

April 22, 2016

Honorable Mayor Gayle Kaler
PO Box 2267
300 S Fifth Street
Paducah, KY 42002

Re: Expanded Jurisdiction Renewal
City of Paducah

Dear Mayor Kaler:

The current expanded jurisdiction agreement between the Department of Housing, Buildings and Construction (DHBC) and the City of Paducah expires on October 22, 2016. In order to renew the City of Paducah's expanded jurisdiction agreement for an additional three (3) years, you must comply with the requirements set forth in 815 KAR 7:110, Section 3. These requirements include submission of the Renewal Application for Expanded Jurisdiction, Form BCE/EJ #2, a copy of which is enclosed. Your renewal application should be accompanied by the supporting documentation identified in the application and on the enclosed checklist. After your application and supporting documentation is received, the Department will schedule a site visit to evaluate your current building code enforcement program. The Commissioner will then make a determination regarding renewal based on your application and the findings of the site visit.

We look forward to receiving your renewal application, and to visiting with your program staff. If you have any questions regarding the renewal process, or if you wish to not renew your expanded jurisdiction agreement, please contact me at 859-595-0689.

Sincerely,

Ric McNees
Field Operations Manager
Building Codes Enforcement

RM/lr
Email: ric.mcneees@ky.gov

Copy: Phil Craig, Assistant Director
Sam Thorne, Staff Attorney
Leslie Fugate, Building Official



An Equal Opportunity Employer M/F/D



Commonwealth of Kentucky
 Public Protection Cabinet
 Department of Housing, Buildings and Construction
 101 Sea Hero Road, Suite 100
 Frankfort, Kentucky 40601-5405
 Tel: (502) 573-0373 – Fax: (502) 573-1059



RENEWAL APPLICATION FOR LOCAL EXPANDED JURISDICTION

PLEASE TYPE OR PRINT IN UPPER CASE LETTERS

NAME OF JURISDICTION: CITY OF PADUCAH DATE OF RENEWAL APPLICATION: MAY 16, 2016
(CITY, COUNTY OR URBAN COUNTY GOVERNMENT)

CHIEF APPOINTING AUTHORITY: MAYOR GAYLE KALER
PRINTED NAME and SIGNATURE (MAYOR OR COUNTY JUDGE/EXECUTIVE)

MINIMUM UNIFORM CRITERIA:

CERTIFIED INSPECTOR: LEVEL III Certified Building Inspector of the person, firm or company employed or contracted to perform the plans and specifications inspection and building inspection functions to be granted to the local government.

LESLIE L FUGATE LEVEL 3 3210 APRIL 14, 2004
(NAME OF CERTIFIED INSPECTOR) (CERTIFICATION LEVEL & CERTIFICATE NO.) (DATE CERTIFIED)

BUILDING INSPECTOR. EMPLOYED OR CONTRACTED (If contracted, a copy of the contract must be attached.)

OTHER CONTRACTS: NOTE: This section is applicable only when the designated Level III Certified Building Inspector also provides inspection services for other local jurisdictions. Attached as EXHIBIT ___ you will find a complete list of all permits issued and fees collected by each additional local jurisdiction for the previous calendar year of ____.

LIST ANY CHANGES TO:

PERSONNEL: (including clerks, inspectors, reviewers, etc.)

NAME	JOB TITLE	CERTIFIED	LEVEL	HOW LONG
DEBRA MCGEE	PERMIT SPECIALIST	Yes <input type="radio"/> No <input checked="" type="radio"/>	1&2 only, I, II or III	____ yrs. ____ mos.
LESLIE FUGATE	CHIEF BLDG INSPECTOR	Yes <input checked="" type="radio"/> No <input type="radio"/>	1&2 only, I, II or III	12 yrs. 2 mos.
CHAD CLARK	DEPUTY BLDG INSPECTOR	Yes <input type="radio"/> No <input checked="" type="radio"/>	1&2 only, I, II or III	1 yrs. 6 mos.
ROGER BYRD	Electrical Inspector	Yes <input checked="" type="radio"/> No <input type="radio"/>		14 yrs. 6 mos.
VAUGHN HUGEN	Electrical Inspector	Yes <input checked="" type="radio"/> No <input type="radio"/>		2 yrs. 2 mos.

LIST ANY CHANGES TO:

INCLUSIONS LISTED IN INITIAL APPLICATION: None

LIST ANY CHANGES TO:

EXCLUSIONS LISTED IN INITIAL APPLICATION: None

ARE THERE ANY CHANGES MADE IN REGARDS TO THE LOCAL APPEALS BOARD: Yes No IF YES, PLEASE ATTACH A COPY OF THE CHANGE.

LIST ANY CHANGES, IF ANY, TO THE SINGLE FAMILY DWELLING PROGRAM: NA

LIST ANY CHANGES, IF ANY, TO YOUR SCHEDULE OF FEES: NA

OFFICIAL CONTACT: When referring persons to the applying local government, sending correspondence or forwarding other related information, contact shall be made with:

LESLIE FUGATE CHIEF BUILDING INSPECTOR
(NAME OF CHIEF BUILDING CODE OFFICIAL) (TITLE)
PADUCAH FIRE PREVENTION DIVISION 270 444 8527
(NAME OF DEPARTMENT) (BUSINESS PHONE NUMBER)
300 South 5th Street 270 444 8582
(NO. STREET, HIGH-WAY OR OTHER MAILING ADDRESS) (BUSINESS FAX NUMBER)
PADUCAH, KY 42002-2267 lfugate@paducahky.gov
(CITY, STATE & ZIP CODE) (E-MAIL ADDRESS IF APPLICABLE)



PUBLIC PROTECTION CABINET

Department of Housing, Buildings and Construction

Matthew G. Bevin
Governor

101 Sea Hero Road, Suite 100
Frankfort, Kentucky 40601-5412
Phone: 502-573-0365
Fax: 502-573-1057
www.dhbc.ky.gov

David A. Dickerson
Secretary

Steven A. Milby
Commissioner

Timothy R. House
Deputy Commissioner

Expanded Jurisdiction

Name of Jurisdiction: City of Paducah
Date Submitted: MAY 16, 2016

Appeals Board- Local Appeals Board: Yes No

If Yes, list current members

1. Jason Hickey - Premier Fire Protection
2. Chad Boyer - IS Design Group
3. Paul King - P.F.W. Architects
4. Marty Clark - Residential Contractor / Realtor
5. Mark Caldwell - Apex Engineering
- 6.
- 7.

(Attach additional pages if needed.)

Use Groups Please indicate the Use Groups requested

- Assembly
- Business
- Educational (Non-licensed facilities)
- Factory/industrial
- Mercantile
- Hazardous (Must document experience with hazardous materials)
- Residential (1 & 2 Family must be included in expanded applications)
- Storage
- Utility and Miscellaneous



An Equal Opportunity Employer M/F/D

Expanded Jurisdiction Checklist for Application

Name of Jurisdiction:

City of Paducah

Date Submitted:

MAY 16, 2016

Please be sure to include/verify the items below along with the application.

- Application signed by Mayor, City Manager or Judge Executive
- List of all personnel and certification level if applicable
- Building and Electric Fee Schedules
- Building & Electric Fee Ordinances
- N/A Employment Contracts (If applicable)
- N/A Inter-local Agreements (If applicable)
- N/A Resolution/ordinance authorizing inter-local agreements (If applicable)
- Local Appeals Board members (See attached)
- Listing of Use Groups requested in application (See attached)
- Listing of all permit activity from previous year & anticipated increase in permits
- Total fees collected for previous year
- Sample completed plan review forms and/or checklists
- Sample completed certificates of occupancy (Commercial & Residential)
- Sample completed plan application
- Sample completed inspection report
- Sample of: Approval Notice and/or permit, Disapproval Notice, Stop Work Notice & Notice of Violation (See 105.3.1, 115.2 & 114.2 KBC)

**Agenda Action Form
Paducah City Commission**

Meeting Date: June 28th, 2016

Short Title: Annual service contract for the City's 800 MHz radio equipment

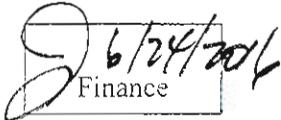
Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: *Brent Stringer*
Presentation By: *Brent Stringer*

Background Information: Re-occurring annual service agreement between Motorola and the City of Paducah for service and maintenance on the 800 MHz radio system including the dispatch consoles, radio controllers and the 911 phone equipment. The contract is less than previous years due to the fact that our 911 phone equipment will be removed from the contract after December 2016. After the adoption of the previous ordinance the City departments have chosen to remove their mobile and portable radios from the contract therefore reducing the annual service contract price by \$ 12,141.60

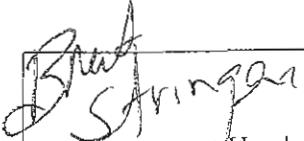
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: *Communications Equipment*
Account Number: *012-4011-423-22.06*


Finance

Staff Recommendation: Introduce Ordinance to continue the service agreement with Motorola for 2016-2017

Attachments: Motorola contract

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

Meeting Date: June 28, 2016

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. **Total cost of all premiums is \$1,092,016.26.**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Missi Dotson
Presentation By: Steve Doolittle

Background Information: Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2016-2017 (FY 2017) premiums are for the following: (1) Workers' Compensation \$403,049.45, (2) Liability Insurance \$512,479.20 + \$26,089.28 (E911), (3) Property Insurance Coverage \$142,995.57 + \$7,402.76 (E911). J. Carroll Convention Center to reimburse \$37,879.66 for property expenses associated with coverage of Expo and Convention Center.

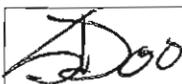
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Insurance Fund
Account Number: 072


6/23/2016
Finance

Staff Recommendation: That the Mayor and Commission approve the proposed premium rates for Workers' Compensation, Property and Liability insurance from the Kentucky League of Cities for FY 2017.

Attachments: Premium Invoices for Workers' Compensation, Liability and Property Insurance.

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

Meeting Date: 28 June 2016

Short Title: Approve dispatch agreement with Concord Fire Protection District

Ordinance Emergency Municipal Order Resolution Motion

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

Presentation By: Steve Kyle

Background Information:

With the establishment of a new department called the Department of 911 Communication Services effective July 1, 2016 and the expiration of the interlocal agreement between the City of Paducah and McCracken County for 911 operations, contracts for service are being established with user agencies to continue uninterrupted emergency services to our citizens and visitors.

As a result, an agreement has been finalized for approval to provide dispatch services to Concord Fire Protection District.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

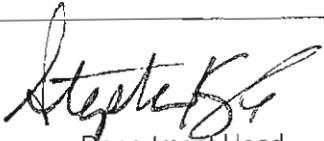
Funds Available:

Finance

Account Name:
Account Number:

Staff Recommendation: Approve agreement with Concord Fire Protection District for dispatching services.

Attachments: contract and attachment

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

Meeting Date: 28 June 2016

Short Title: Approve dispatch agreement with West McCracken Fire Protection District

Ordinance Emergency Municipal Order Resolution Motion

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

Presentation By: Steve Kyle

Background Information:

With the establishment of a new department called the Department of 911 Communication Services effective July 1, 2016 and the expiration of the interlocal agreement between the City of Paducah and McCracken County for 911 operations, contracts for service are being established with user agencies to continue uninterrupted emergency services to our citizens and visitors.

As a result, an agreement has been finalized for approval to provide dispatch services to West McCracken Fire Protection District.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

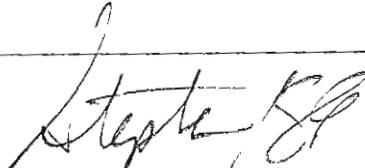
Funds Available:

Finance

Account Name:
Account Number:

Staff Recommendation: Approve agreement with West McCracken Fire Protection District for dispatching services.

Attachments: contract and attachment

 Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: June 28, 2016

Short Title: APPROVAL OF TEMPORARY 911 COMMUNICATIONS SERVICE AGREEMENT

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

Background Information:

Following the dissolution of the 911 Interlocal Agreement between McCracken County and the City of Paducah, the City proceeded to ensure continued 911 service capability through the formation of a 911 Emergency Communications Department.

McCracken County has requested a proposal from the City of Paducah to provide 911 dispatch services under contract. Negotiations for a Contract For Services are in progress and it is expected that the Contract will not be concluded and in place within thirty (30) days following July 1.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Recommendation: Approve a thirty-day temporary extension of the 911 Communications Agreement pending completion of negotiations currently underway.

Attachments:

Ordinance

Temporary 911 Communications Service Agreement

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

Meeting Date: 5 July 2016

Short Title: Approve dispatch agreement with Reidland-Farley Fire Protection District

Ordinance Emergency Municipal Order Resolution Motion

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

Presentation By: Steve Kyle

Background Information:

With the establishment of a new department called the Department of 911 Communication Services effective July 1, 2016 and the expiration of the interlocal agreement between the City of Paducah and McCracken County for 911 operations, contracts for service are being established with user agencies to continue uninterrupted emergency services to our citizens and visitors.

As a result, an agreement has been finalized for approval to provide dispatch services to Reidland-Farley Fire Protection District.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downlowns

Funds Available:

Finance

Account Name:

Account Number:

Staff Recommendation: Approve agreement with Reidland-Farley Fire Protection District for dispatching services.

Attachments: contract and attachment

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-7-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AN AGREEMENT WITH REIDLAND-FARLEY FIRE PROTECTION
DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO
EXECUTE SAID AGREEMENT

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

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves a Communications Service Agreement with Reidland-Farley Fire Protection District for 911 Dispatch Services which will begin on July 1, 2016. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Term. The initial term of the Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either the City or Reidland-Farley terminates the Agreement as specified in Paragraph 5 of the Agreement or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

SECTION 3. 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 4. 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 5. 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 6. 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, July 5, 2016

Adopted by the Board of Commissioners, July 12, 2016

Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016

Published by *The Paducah Sun*, _____

\ord\91 \agree-dispatch services – Reidland-Farley

**CITY OF PADUCAH 911
COMMUNICATIONS SERVICE AGREEMENT**

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and Reidland-Farley Fire Protection District (hereinafter "the District" or "Parties" where Paducah and the District are referred to collectively) pursuant to KRS 79.110 et. seq.

RECITALS

WHEREAS, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP") and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

WHEREAS, in doing so, Paducah will provide 911 communications services to citizens and visitors of other governmental and emergency service agencies for a fee;

WHEREAS, Paducah agrees to dispatch calls for the District in exchange for a fee, pursuant to the provisions as stated herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF COMMUNICATIONS SERVICES.** Paducah is in the process of becoming certified as a PSAP in Paducah, McCracken County. Operations of the Paducah 911 Communications Department will begin on July 1, 2016. The Parties shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual and pursuant to a Dispatch Protocol agreed upon by both Parties. The Parties attach hereto the Current Dispatch Protocol, with the agreement and understanding that changes to the current Protocol may be necessary in the future. As such, the Parties agree to consult with each other prior to making any changes to the current Protocol.
2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to the Department's Policies and Procedures Manual.
3. **DEFINITIONS**
 - a. **"Calls For Service"** means all incoming phone calls and all events in CAD that generate an incident number.
 - b. **"Call Rate"** means the fee per call for service. The Call Rate is determined by taking the projected budget for the upcoming fiscal year, excluding expenses relating to infrastructure (as more particularly described in subparagraph 3(c) herein) and dividing it by the total number of projected calls for service for the upcoming projected fiscal year.
 - c. **"Infrastructure Fee"** means a fee the District will pay for its proportionate use of the

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

infrastructure associated with the software and other equipment required for Paducah to provide communications services, amortized over the useful life of said infrastructure.

4. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either Party terminates this Agreement as specified in Paragraph 5 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

5. **TERMINATION.**

(a) **Termination without Cause.** This Agreement may not be terminated without cause during the first two (2) years of this initial contract. Thereafter, if the District terminates this Agreement without cause before the termination date, it shall be subject to a termination fee equivalent to the total fees paid by the District to Paducah, as stated more particularly in Paragraphs 6 and 7 of this Agreement, during the previous twelve (12) months. The Parties expressly agree that this termination fee constitutes a reasonable estimate of Paducah's loss from the early termination of this Agreement, and that the amount of the fee is in the nature of liquidated damages, and not a penalty. The District waives all rights to protest the amount of the termination fee, and agrees to be unconditionally bound thereto. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than six (6) months prior to the expiration of the then applicable term.

(b) **Termination for Cause.** Either party shall have the right to terminate this Agreement upon written notice for cause. The term "cause" shall include (i) the failure of a party to perform and/or comply with any of their obligations or duties as specifically required by this Agreement or (ii) the failure of the District to pay any submitted invoice within sixty (60) days following date of invoice. In the event a party elects to terminate this Agreement for cause, the terminating party shall provide the defaulting party with written notice of its intent to terminate and the grounds for that termination. Upon receipt of that notice, the defaulting party shall be accorded a period of ten (10) business days within which to remedy the stated grounds. In the event the defaulting party fails or is unable to remedy the deficiency within the ten (10) day cure period, the terminating party shall have the right to terminate this Agreement and be relieved from all of its obligations hereunder. Upon termination, the terminating party shall have all rights and remedies as provided by law, subject to the limitations and exclusions that are contained in this Agreement.

6. **COMMUNICATIONS SERVICE FEE.**

(a) The District shall pay a fee for communications services provided by Paducah. The amount the District shall pay for communications services equal to all of the District's Calls For Service in the previous month multiplied by the then applicable Call Rate.

(b) During Paducah's Fiscal Years 2017 and 2018, the Call Rate shall not exceed Seventeen Dollars and Seventy-seven Cents (\$17.77). Thereafter, and for the remainder of the term of this Agreement, the Call Rate shall not be increased more than 2% annually.

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

- (c) Because the Call Rate is calculated using projected expenses and Calls for Service, if it is determined that the amount paid by the District was less than that actually owed, Paducah will send an invoice to the District following the end of the applicable Fiscal Year for the difference. If it is determined that the amount paid by the District was more than that actually owed, Paducah will issue a refund and/or credit to the District following the end of the applicable Fiscal Year.
7. **INFRASTRUCTURE FEE.**
- (a) The District shall pay an Infrastructure Fee, as more particularly described in the Definition Section of this Agreement, to Paducah on a monthly basis.
- (b) During Paducah's Fiscal Years 2017 and 2018, the Infrastructure Fee shall not exceed Eighty-Two Cents (\$0.82) (the "Per Call Infrastructure Fee Cap") per call for all of the District's Calls for Service. Thereafter, and for the remainder of this Agreement, the Per Call Infrastructure Fee Cap shall not be increased by more than 2% annually per call for all of the District's Calls for Service.
8. **PAYMENT.** Paducah shall send monthly invoices to the District for the Communications Service Fee and Infrastructure Fee. The District shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause by the City as more particularly described in Paragraph 5(b).
9. **INFRASTRUCTURE.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. All costs related thereto shall be included in the formula for determining the Infrastructure Fee. The District will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.
10. **DEPARTMENT/PADUCAH STAFF.** The staff of the Department will be employees of Paducah, subject to Paducah's and the Department's policies and procedures, and will be supervised by the 911 Communications Services Director, who will report directly to the City Manager. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and the Department's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Director and/or City Manager.
11. **LIAISONS OF THE PARTIES.** The City Manager and the 911 Communications Services Director are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. _____ will serve as the District's liaison.
12. **911 COMMUNICATIONS SERVICES USER GROUP.** A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah's Chief of Police, Paducah's Fire Chief, the 911 Communications Services Director, and one person who will represent all five Fire Protection Districts, i.e., West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

Reidland-Farley Fire Protection District. The User Group shall meet quarterly or more often as necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the City Manager those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do so will not be a material breach of this Agreement. The District hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of Paducah.

13. ADDITIONAL AGENCIES. All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of the District. In the event this occurs, the Communications Service Fee and the Technology Fee shall be reduced commensurate with the decrease in percentage of Calls for Service for West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District as compared to the total Calls for Service.

14. NONDISCRIMINATION. The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

15. COMPLIANCE WITH LAW. The Parties shall comply with all applicable legal requirements including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.

16. INSURANCE.

(a) The District shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

Paducah shall be named as an additional insured on the District's policy. An endorsement shall be provided which states that the District's insurance is the primary insurance and that no other insurance affected by Paducah will be called upon to contribute to a loss under this coverage. The District shall furnish Paducah with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Paducah.

(b) Paducah shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

The District shall be named as an additional insured on Paducah's policy. An endorsement shall be provided which states that Paducah's insurance is the primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage. Paducah shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

and approved by the District.

17. CONFIDENTIAL INFORMATION.

- (a) The term “Confidential Information” shall mean any and all information which is disclosed by either Party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner’s business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner’s past, current, or possible future products or manufacturing or operational methods, including information about Owner’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner’s Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation to confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner’s Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.
- (b) The Parties acknowledge that governmental agencies are required to release certain information pursuant to requests made under the provisions of the Kentucky Open Records Act and/or the Freedom of Information Act and further acknowledge and agree that a response in compliance therewith is not a breach of this Agreement.
- (c) Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for its own Confidential Information.
- (d) The terms of this Paragraph shall survive termination of this Agreement.

18. INDEMNIFICATION. To the extent not prohibited by the Kentucky Constitution or Kentucky law, the District shall indemnify, hold harmless, and defend Paducah (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney’s fees) resulting or arising from Paducah’s performance, or failure to perform, under this Agreement, except that the District shall not be required to indemnify, hold harmless, or defend Paducah from and against any claims

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

resulting or arising from the negligence of Paducah, its elected officials, officers, agents or employees.

19. **FORCE MAJEURE**. If by reason of *force majeure*, Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.
20. **RELATIONSHIP OF THE PARTIES**. It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.
21. **CONTINUOUS SERVICE DELIVERY**. The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and the District. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and the District will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning the District to a new service provider for a reasonable period of time. The District will continue to be responsible for its fees, as set forth herein, during said transition period.
22. **NO EXPRESS OR IMPLIED WARRANTY**. Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. The District acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to the District for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.
23. **NOTICES**. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

TO: City of Paducah

To: Reidland-Farley Fire Prot. District

Attn: Mayor

Attn: Chief

City Hall
300 South 5th Street
Paducah, Ky 42003

Reidland Farley Fire District
Post Office Box 3039
Paducah, KY 42002-3039

- 24. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 25. SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
- 26. GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.
- 27. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
- 28. SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
- 29. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 30. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

31. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

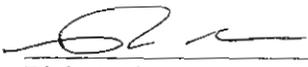
32. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Paducah and the District do hereby agree to the full performance of the terms set forth herein.

CITY OF PADUCAH

REIDLAND-FARLEY FIRE PROTECTION DISTRICT

By: _____
Gayle Kaler
Title: Mayor
Date: _____


By: _____
Rick Archer
Title: Chief
Date: June 30, 2016

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Title: Legal Counsel

By: _____
Title: Legal Counsel

Agenda Action Form Paducah City Commission

Meeting Date: July 5, 2016

Short Title: **Additions and Correction to the Dedicated Park Properties Parks List**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson

Presentation By: Mark Thompson

Background Information:

In 2007 while reviewing the Section 70 (Parks and Recreation) of the City's Code of Ordinances, it was determined that some housekeeping was required. No list of dedicated parks had been included in the City Code. This ordinance is to establish and identify all parks under the general supervision of the City of Paducah Parks Services.

Continuing this precedence the City will recognize by ordinance the addition of the Boat Launch and the Market Square ART Park to Sec. 70-32.

In an adjustment, the name change from 14th Street Park to Health Park will be made.

The following will be deleted from the City's list of dedicated parks. Martin Luther King, Jr. Memorial was incorrectly listed as a City park when it is actually owned by the NAACP. Additionally, with the exchange of properties with the Paducah Housing Authority, there is no longer park property associated with the Parks Services Buildings and Grounds. This action will remove both of these listings from Sec. 70-32.

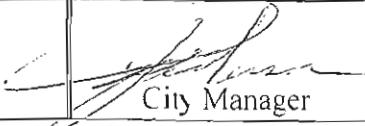
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Approval

Attachments: Maps of proposed dedicated park properties are attached.

<i>MHT</i> Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-7-_____

AN ORDINANCE AMENDING CHAPTER 70, PARKS AND RECREATION.
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Section 70-32, "Public Parks, Playgrounds, and Recreational Areas Available to the Public," of Chapter 70, "Parks and Recreation," of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

"Sec. 70-32. Public Parks, Playgrounds, and Recreational Areas Available to the Public.

There is hereby created, identified, and established for the City of Paducah the following non-exclusive list of public parks, playgrounds, and recreational areas available to the public for their recreational purposes. This list shall not prohibit charges for specific parks and/or park areas.

- (1) Perkins Creek Nature Preserve
- (2) Forrest Cove Park
- (3) Lanelle Park
- (4) Clyde F. Boyles Greenway Trail
- (5) Cherry Park
- (6) Stuart Nelson Park
- (7) Floodwall Right-of-Way Trail
- (8) Bob Noble Park
- (9) Keiler Park
- (10) Paxton Park Golf Course
- (11) ~~14th Street Park~~ Health Park
- (12) ~~Park Services Building & Grounds~~
- (13) ~~(12)~~ (12) Langstaff Park (Betsy Ross Park)
- (14) ~~(13)~~ (13) Oak Grove Cemetery
- (15) ~~Martin Luther King, Jr. Memorial~~
- (16) ~~(14)~~ (14) Lang Park
- (17) ~~(15)~~ (15) Brooks Park
- (18) ~~(16)~~ (16) Albert Jones Park
- (19) ~~(17)~~ (17) Caldwell Park
- (20) ~~(18)~~ (18) Voor Park
- (21) ~~(19)~~ (19) Midtown Park
- (22) ~~(20)~~ (20) City Hall Square
- (23) ~~(21)~~ (21) Riverfront Park

- ~~(24)~~ (22) Schultz Park
- ~~(25)~~ (23) Robert Coleman Park
- ~~(26)~~ (24) Island Creek Sanctuary (Cherry #2)
- ~~(27)~~ (25) Kolb Park
- ~~(28)~~ (26) ~~Lowertown~~ Lower Town Texaco Park
- ~~(29)~~ (27) Independence Park
- (28) Market Square ART Park
- (29) Ohio River Boat Launch

This list is non-exclusive as other public parks, playgrounds, and recreational ordinances may be added by the City of Paducah. The City of Paducah invites and permits without charge any person to use the City of Paducah public parks, playgrounds, and recreational areas for their recreational purposes in compliance with the Kentucky Recreational Use Statute (KRS 411.190). The Parks Services Director or his or her designee may close parks or park areas.”

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, July 5, 2016
Adopted by the Board of Commissioners, July 12, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016
Published by *The Paducah Sun*, _____