



CITY COMMISSION MEETING
AGENDA FOR DECEMBER 6, 2016
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION: Student Christmas Ornament Contest Winners – MAYOR
Employee Service Awards – CITY MGR

	I. <u>MINUTES</u>
	II. <u>MOTION</u>
	A. R & F Documents
	III. <u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	IV. <u>ORDINANCES – ADOPTION</u>
	A. Authorize Finance Director to Make Payment for Architectural & Design Services for Police Department Annex – POLICE CHIEF BARNHILL
	B. Pay for Fencing for Police Department Annex – POLICE CHIEF BARNHILL
	C. Amendment to Cable Television Franchise Agreement with Comcast – P. SPENCER
	V. <u>ORDINANCES – INTRODUCTION</u>
	A. Approve Final Subdivision for Gre enway Village Phase 2 – S. ERVIN
	B. Accept Bid for Uniforms for Police Officers – CHIEF BARNHILL
	C. Officially Assign A Name for the Newly Constructed Roadway Associated with the Olivet Church Road Improvement Project – R. MURPHY

		D. Acceptance of Delta Regional Authority Grant for Reconstruction of Floodwall Pump Station No. 2 – R. MURPHY
		E. FY2016 Final Revised Budget Ordinance – J. PERKINS
		F. \$3.0 Million Borrowing Issue for Dome Relocation and Capital Needs for Convention Center – J. PERKINS
		G. Specifying Certain Public Officials to Have Authority of Citation Officers – FIRE CHIEF KYLE
		H. Repealing and Replacing the Nuisance Code Ordinance – FIRE CHIEF KYLE
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

DECEMBER 6, 2016

I move that the following documents be received and filed:

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah, Kentucky for Tuesday, November 22, 2016
2. Certificates of Liability Insurance:
 - a. Moser Construction, LLC
 - b. Burnett Custom Homes
 - c. Wilkins Construction Company, Inc.
3. Right of Way Bond for Burnett Custom Homes, Inc.
4. Quitclaim Deed with Roger Kendall for 1418 Walter Jetton Boulevard (MO 1909)
5. Contracts/Agreements:
 - a. Agreement, Notice To Proceed, Labor & Material Payment Bond, Contractor Notice, and Nondiscrimination in Employment with Wilkins Construction Company, Inc. for Paducah Health Park Project Phase 1 (ORD 2016-11-8451)
 - b. Short Form Agreement with HDR Engineering for Greenway Trail Phase 4 Project (ORD 2016-11-8443)
 - c. Agreement with HDR Engineering for Professional Engineering Services for Flood Pump Stations #2 & #9 (ORD 2016-8-8410)
6. City of Paducah Financial Report for Period Ending September 30, 2016
7. Paducah Transit Authority Financial Statements with Independent Auditor's Report for Year Ended June 30, 2016
8. Electric Plant Board of the City of Paducah DBA Paducah Power System Financial Statements for Years Ended June 30, 2016 and 2015

BIDS FOR POLICE DEPARTMENT

Police Department Uniforms

1. Galls, LLC *

*Denotes recommended bid

CITY OF PADUCAH
December 6, 2016

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



City Manager's Signature

12-6-16

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
December 6, 2016

NEW HIRE - FULL-TIME (F/T)

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PLANNING</u>					
Shull, Adam K	Grants Administrator	\$25.72/Hr	NCS	Ex	November 21, 2016
<u>EPW - STREETS</u>					
Frickert, Robert A	ROW Maintenance Person	\$15.30/Hr	NCS	Non-Ex	December 8, 2016
Lamb, Billy J	ROW Maintenance Person	\$16.20/Hr	NCS	Non-Ex	December 8, 2016
Whitaker, Zachary	ROW Maintenance Person	\$16.20/Hr	NCS	Non-Ex	December 8, 2016
Winsett, James K	ROW Maintenance Person	\$16.20/Hr	NCS	Non-Ex	December 8, 2016
<u>FINANCE</u>					
Oliver, Dylan M	Account Clerk	\$14.50/Hr	NCS	Non-Ex	December 12, 2016

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

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Corzine, William H	Park Ranger	\$8.54/Hr	NCS	Non-Ex	December 8, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Smiley, Danielle C	Recreation Leader \$11.00/Hr	Recreation Leader \$11.20/Hr	NCS	Non-Ex	November 3, 2016
<u>EPW - MAINTENANCE</u>					
Downing Jr, David Wayne	ROW - Parks Services \$18.85/Hr	Maintenance Technician \$19.19/Hr	NCS	Non-Ex	December 8, 2016
<u>FIRE - SUPPRESSION</u>					
Fuchs, Jennifer	Acting Fire Lieutenant \$16.32/Hr	FF / Relief Driver \$15.01/Hr	NCS	Non-Ex	October 27, 2016
<u>POLICE</u>					
Hicks, Jason D	Patrol Police Officer \$24.15/Hr	Police Detective \$25.15/Hr	NCS	Non-Ex	December 1, 2016
Barnhill, Brandon L	Police Chief \$50.84/Hr	Police Chief \$52.62/Hr	NCS	Ex	December 8, 2016

TERMINATIONS - FULL-TIME (F/T)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>EPW - FLOODWALL</u>			
Brannon, Kenneth E	Floodwall Superintendent	Retirement	December 29, 2016

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

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>			
Aspery, Whitney M	Recreation Leader	End Seasonal Employment	November 8, 2016
Barnett, Sam	Pool Attendant	End Seasonal Employment	November 8, 2016
Brown, Hunter N	Lifeguard	End Seasonal Employment	November 8, 2016
Cates, Tristan G	Recreation Leader	End Seasonal Employment	November 8, 2016

CITY OF PADUCAH
PERSONNEL ACTIONS
December 6, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Chandler, Alexis M	Pool Attendant	End Seasonal Employment	November 8, 2016
Chandler, Bianca	Pool Attendant	End Seasonal Employment	November 8, 2016
Cissell, Bailey F	Lifeguard	End Seasonal Employment	November 8, 2016
Clark, Morgan	Recreation Leader	End Seasonal Employment	November 8, 2016
Crider, Elijah	Lifeguard	End Seasonal Employment	November 8, 2016
Donald, Tyanne L	Pool Attendant	End Seasonal Employment	November 8, 2016
Draffen, Mya S	Lifeguard	End Seasonal Employment	November 8, 2016
Griffith, Emily M	Lifeguard	End Seasonal Employment	November 8, 2016
Grogan, Sophie V	Pool Attendant	End Seasonal Employment	November 8, 2016
Harned, Emme C	Lifeguard	End Seasonal Employment	November 8, 2016
Hunt, Hannah L	Recreation Leader	End Seasonal Employment	November 8, 2016
Jez, Elise N	Lifeguard	End Seasonal Employment	November 8, 2016
Kaylor, Zoey	Head Lifeguard	End Seasonal Employment	November 8, 2016
Keeter, Sean S	Recreation Leader	End Seasonal Employment	November 8, 2016
LeMaster, Morgan	Head Pool Attendant	End Seasonal Employment	November 8, 2016
Lloyd, Hannah E	Lifeguard	End Seasonal Employment	November 8, 2016
Lowery, Claren	Pool Attendant	End Seasonal Employment	November 8, 2016
Martin, John W	Lifeguard	End Seasonal Employment	November 8, 2016
Meadows, Taylor B	Pool Manager	End Seasonal Employment	November 8, 2016
Meier, Kevin C	Lifeguard	End Seasonal Employment	November 8, 2016
Meier, Matthew C	Pool Attendant	End Seasonal Employment	November 8, 2016
Milford, Madeleine E	Recreation Leader	End Seasonal Employment	November 8, 2016
Mitchell, Lindsey	Recreation Leader	End Seasonal Employment	November 8, 2016
Myers, William T	Summer Camp Coordinator	End Seasonal Employment	November 8, 2016
Nash, Sydney M	Recreation Leader	End Seasonal Employment	November 8, 2016
Oliver, Mekala E	Lifeguard	End Seasonal Employment	November 8, 2016
Reynolds, Mya	Coach	End Seasonal Employment	November 8, 2016
Shannon, Molly	Recreation Leader	End Seasonal Employment	November 8, 2016
Sims, Tanner S	Lifeguard	End Seasonal Employment	November 8, 2016
Smith, Ceriae A	Pool Attendant	End Seasonal Employment	November 8, 2016
Smith, Jalisa M	Pool Attendant	End Seasonal Employment	November 8, 2016
Smith, Joya S	Pool Attendant	End Seasonal Employment	November 8, 2016
Stewart, Kelly A	Recreation Leader	End Seasonal Employment	November 8, 2016
Tokarz, Sandra M	Pool Attendant	End Seasonal Employment	November 8, 2016
Turner, Jesse M	Recreation Leader	End Seasonal Employment	November 8, 2016
Watkins, Evan A	Recreation Leader	End Seasonal Employment	November 8, 2016
Wolfe, John R	Lifeguard	End Seasonal Employment	November 8, 2016

Agenda Action Form Paducah City Commission

Meeting Date: Nov. ¹⁵ 1, 2016

Short Title: Accept Services of I5 Design

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Brandon Barnhill
Presentation By: Chief Brandon Barnhill

Background Information: Over the life of the Police Department Annex project, services required of I5 Design totaled more than initially anticipated and now stand at a total of \$22,634.35. We are requesting the commission pass an ordinance to purchase services from I5 Design totaling not more than \$25,000 for the life of the project.

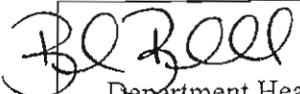
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Property Acquisition
Account Number: 040-1616-521-4207
Project: PO0088

10/26/2016
Finance


Staff Recommendation: Approve ordinance for purchase of services from I5 Design totaling not more than \$25,000 for Police Department Annex project.

Attachments:

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

Meeting Date: Nov. 15, 2016

Short Title: Accept Services of Morris Fencing

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Brandon Barnhill
Presentation By: Chief Brandon Barnhill

Background Information: Over the life of the Police Department Annex project, fencing purchased from Morris Fencing totaled more than initially anticipated and now stand at a total of \$12,800. We have obtained bids when required, and currently are waiting to enter a Purchase Order of \$11,590. We anticipate possible further fencing purchases before the project is complete. We are requesting the commission pass an ordinance to purchase fencing from Morris Fencing totaling not more than \$35,000 for the life of the project.

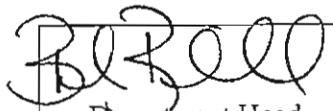
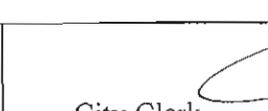
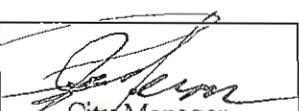
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Property Acquisition
Account Number: 040-1616-521-4207
Project: PO0088

 11/11/2016
Finance

Staff Recommendation: Approve ordinance for purchase of fencing from Morris Fencing totaling not more than ~~\$35,000~~ for Police Department Annex project.
#24,390

Attachments:

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

Meeting Date: November 29, 2016

Short Title: Amendment to Cable Television Franchise Agreement with Comcast

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pam Spencer, PIO and Jeff Pederson, City Manager
Presentation By: Pam Spencer, PIO

Background Information:

The non-exclusive franchise agreement, adopted in October 2006, between the City of Paducah and Comcast expired November 1, 2016. With the assistance of telecommunications attorney Brian Grogan with Moss & Barnett, the City has entered into negotiations with Comcast for a new franchise agreement.

It is in the interest of both parties to reserve all of their respective rights under state and federal law during this franchise renewal process. This ordinance amends the franchise agreement to extend the term through April 11, 2017.

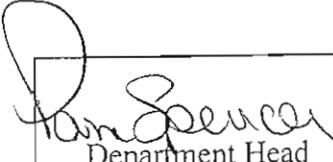
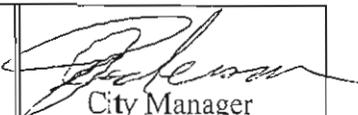
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Finance

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adoption of franchise agreement extension

Attachments: Contract

 Pam Spencer Department Head	City Clerk	 Jeff Pederson City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: December 6, 2016

Short Title: Greenway Village Phase II Final Plat and ROW acceptance

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On May 16, 2016; the Paducah Planning Commission approved a Final Subdivision Plat for Phase II of the Greenway Village development. The intent of this plat is to accept the Trail Loop and Trail Head Drive Right-of-Way, thereby creating tracts 2-A, 2-B and 2-C for future development.

The City of Paducah Engineering Department has received and approved a Letter of Credit in the amount of \$38,000 for road construction surety.

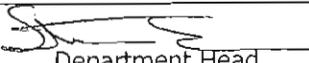
Funds Available: Account Name: N/A
 Account Number: N/A

Finance

Motion:

Attachments:

Planning Commission Resolution
Letter of Credit
Final Subdivision Plat of Phase II of the Greenway Village Development

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-12-_____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR GREENWAY VILLAGE SUBDIVISION – PHASE 2; ACCEPTING ALL PUBLIC IMPROVEMENTS, EASEMENTS AND RIGHT OF WAY; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT

WHEREAS, the Paducah Planning Commission held a public hearing on February 11, 2011, and adopted a preliminary subdivision plan for Greenway Village Subdivision – Phase 2 located at 107, 129, & 130 Trail Loop and 3445 Trail Head Drive; and

WHEREAS, by Resolution dated May 16, 2016, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an ordinance approving the final plat of subdivision of property of Greenway Village, LLC, and accepting all public improvements, easements and right of way; and

WHEREAS, the City Engineer has recommended an Irrevocable Standby Letter of Credit in the amount of \$38,000, for remaining improvements including a final coat of asphalt to the roadway, curb and gutter replacement, completion of concrete sidewalks and raising curb box inlets for the storm sewer, and other designated public improvements, in accordance with the proposed subdivision plan and the City's specifications.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a resolution adopted by the Paducah Planning Commission on May 16, 2016, entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 107, 129, & 130 TRAIL LOOP AND 3445 TRAIL HEAD DRIVE", be approved as the final report of said Commission respecting the matters set forth therein.

SECTION 2. That the subdivision of said property shall be, and it is hereby, approved as shown on the plat referred to in said subdivision, which plat is entitled, "Greenway Village – Phase 2", and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. That the City hereby accepts an Irrevocable Standby Letter of Credit #7993 in the amount of \$38,000, for remaining improvements including a final coat of asphalt to the roadway, curb and gutter replacement, completion of concrete sidewalks and raising curb box inlets for the storm sewer, and other designated public improvements in accordance with the proposed subdivision plan and the City's specifications.

SECTION 4. That the dedication of the public right-of-way and public utility easements shown on said plat shall be, and they are hereby, accepted and shall be maintained by the City of Paducah, but such acceptance shall not constitute an undertaking on the part of this Board or the City of Paducah, Kentucky, for the construction or improvements of said right-of-way. The Mayor is hereby authorized to subscribe a certificate of approval on the plat.

SECTION 5. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. This ordinance shall have two separate readings and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 6, 2016
Adopted by the Board of Commissioners, December 13, 2016
Recorded by Tammara S. Sanderson, City Clerk, December 13, 2016
Published by The Paducah Sun, _____
\\ord\plan\subd-Greenway Village – Phase 2



PADUCAH BANK



Post Office Box 2600 • Paducah, Kentucky 42002-2600 • 270.575.5700 • 270.575.5789 Fax • www.paducahbank.com

November 29, 2016

IRREVOCABLE LETTER OF CREDIT NO. 7993

City of Paducah
Attn: Rick Murphy, Engineering Dept
City Hall
Paducah, KY 42001

Ref: Greenway Village Apartments, Phase II

Dear Mr. Murphy:

We hereby establish our Irrevocable Letter of Credit No. 7993 in your favor for the account of **Greenway Village, LLC**, of 3455 Trail Head Drive, Paducah, KY 42001, dated November 29, 2016, available by your drafts(s) on us at sight, up to the aggregate amount of **Thirty Eight Thousand Dollars, (\$38,000.00)**.

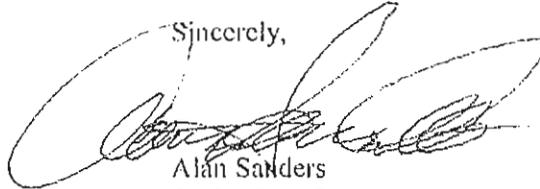
Drafts are not to be presented for collection unless the remaining improvements to Phase II including a final coat of asphalt on the roadway, curb and gutter replacement, completion of concrete sidewalks and raising curb box inlets for the storm sewer does not meet the minimum standards required by the City of Paducah. Each draft so drawn under this credit must be marked, "Drawn under The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky, Credit No. 7993, dated November 29, 2016," and be accompanied by a signed statement from an authorized representative of the City of Paducah Engineering Department that Greenway Village, LLC. is in default of the completion requirements of the items referenced above as required under the site plan for Phase II of Greenway Village, LLC and the amount drawn represents the balance required to properly complete said improvements in Phase II of Greenway Village, LLC.

This credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by an agreement in which this credit is referred to or to which this credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

This Letter of Credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credits, 1993 Revision, The International Chamber of Commerce Publication No. 500."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky. This Letter of Credit expires November 29, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Sanders', written in a cursive style.

Alan Sanders
Senior Vice President

jlc

Agenda Action Form Paducah City Commission

Meeting Date: Dec. 6, 2016

Short Title: Accept Bid for Police Department Uniform Purchases

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Training Officer Scotty Davis

Presentation By: Chief Brandon L. Barnhill

Background Information: On Nov. 12, 2016, an ad was placed in The Paducah Sun, requesting sealed bids for uniform items for sworn officers of the Paducah Police Department. Only one bid – from Galls in Lexington, KY – was received. It was opened in accordance with bid specifications on Wednesday, Nov. 23. The police department's current uniform contract is with Galls. Prices have changed little in the new bid, and we have been very pleased with their customer service and on-line purchasing system. As a result, the police department requests that the commission accept the bid from Galls for sworn officers' uniforms and gear and enter into a contract with Galls for a period of two years for purchases not to exceed \$73,000 per calendar year.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Clothing Allowance
Account Number: 001-1601-521-1610
001-1602-521-1610
001-1604-521-1610

12/01/2016
Finance

Staff Recommendation: Accept bid from Galls of Lexington, KY, and enter into a two-year contract for the purchase of police uniforms and gear in an amount not to exceed \$73,000 per calendar year.

Attachments: Copy of bid

 Department Head	City Clerk	 City Manager
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AN ORDINANCE ACCEPTING THE BID OF GALLS, LLC FOR THE PURCHASE OF UNIFORMS FOR POLICE DEPARTMENT EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Galls, LLC for police department employees in the Paducah Police Department at the unit prices as shown on the attached price list, for a period of two years, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Galls, of November 12, 2016.

SECTION 2. The Mayor is hereby authorized to execute a contract with Galls, LLC for furnishing the City with uniforms as authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid. Said contract is for a two-year time period beginning January 1, 2017 and ending December 31, 2018.

SECTION 3. Payment for said uniforms shall be charged to Police Dept. Clothing Allowance.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 6, 2016
Adopted by the Board of Commissioners, December 13, 2016
Recorded by Tammara S. Sanderson, City Clerk, December 13, 2016
Published by *The Paducah Sun*, _____
ord-police-uniforms-2017-2018

CONTRACT

THIS CONTRACT made and entered into on this the _____ day of December, 2016, by and between the CITY OF PADUCAH, KENTUCKY, hereinafter referred to as the "City," and GALLS INC., hereinafter referred to as the "Seller."

WITNESSETH:

THAT the Seller agrees to sell to the City, and the City agrees to purchase from the Seller for the price and upon the terms and conditions hereinafter set forth, certain tangible personal property as follows:

Uniforms and gear for sworn police officers, as per specifications, in an amount not to exceed \$73,000 per calendar year, as contained in Seller's bid dated Nov. 17, 2016. This contract shall be in effect Jan. 1, 2017, through Dec. 31, 2018.

THIS contract is executed pursuant to Ordinance Number _____, authorizing the same, as adopted by Board of Commissioners of the City of Paducah, Kentucky, on the _____ day of December, 2016.

WITNESS the hands of both parties hereto on the day and year first above written.

CITY OF PADUCAH, KENTUCKY

BY _____

CITY CLERK

GALLS INC.

BY _____

WITNESS

TITLE



Pro Forma Invoice
ROB SCHNEIDER
 Galls, LLC
 1340 Russell Cave Road
 Lexington, KY 40505
 800-876-4242 phone
 877-914-2557 fax

Attention: Robin Newberry
 Account Number: 5151408
 Name: PADUCAH POLICE DEPARTMENT
 Street Address: 0
 City & State: 0

Ship to
 Street Address: 0
 City & State: 0 0

PO Number: 2
 Order Date: 11/21/2016
 Order #: 2

All hemming & standard emblem application will be done at no charge.

Item #	Description	Qty	Retail	Your Price	Ext. Total
1	TR677G AND TR677R PADUCAH PD P/W TROUSER W/BR3282 3/4 RB FRM WAIST	1	\$61.30	\$60.00	\$60.00
2	TR678G AND TR678R PADUCAH PD LADIES P/W TROUSER W/BR3282 3/4 ROY & BR3186GD TRIM FRM WAIST	1	\$101.49	\$99.00	\$99.00
3	ZB137G and ZB137R PADUCAH PD FLEX TROUSER W/BR3282 3/4 ROY FRM WAIST	1	\$70.99	\$44.00	\$44.00
4	TR082G and TR082R PADUCAH PD POLY TROUSER W/BR3282 3/4 ROY & BR3186GD TRIM FRM WAIST	1	\$70.99	\$40.00	\$40.00
5	TR083G and TR083R WOMENS PADUCAH PD POLY TROUSER W/BR3282 3/4 ROY & BR3186GD TRIM FRM WAIST	1	\$70.99	\$40.00	\$40.00
6	SR620 NAV ALL SIZES MENS LS 75/25 POLY WOOL ZIP FRONT SHIRT	1	\$84.99	\$58.00	\$58.00
7	SR622 NAV ALL SIZES WOMENS LS 75/25 POLY WOOL SHIRT WITH ZIPPER	1	\$82.19	\$58.00	\$58.00
8	SH071 NAV ALL SIZES MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	1	\$59.99	\$40.00	\$40.00
9	SH121 NAV ALL SIZES LS FEMALE COMMAND SHIRT W/ZIPPER	1	\$59.99	\$40.00	\$40.00
10	SR619 NAV ALL SIZES MENS SS 75/25 POLY WOOL ZIP FRONT SHIRT	1	\$79.99	\$50.25	\$50.25
11	SR621 NAV ALL SIZES WOMENS SS 75/25 POLY WOOL SHIRT WITH ZIPPER	1	\$73.99	\$50.25	\$50.25
12	SH070 NAV ALL SIZES MENS COMMAND ZIP FRONT SIS SHIRT	1	\$62.99	\$35.25	\$35.25
13	SH119 NAV ALL SIZES LADIES SIS COMMAND SHIRT W/ZIPPER	1	\$62.99	\$35.25	\$35.25
14	JA836 YLDM ALL SIZES 5.11 REVERSIBLE HIGH VIS DUTY JACKET	1	\$129.99	\$90.00	\$90.00
15	JA773 NAV ALL SIZES REVERSIBLE HIGH VIS DUTY JACKET	1	\$174.99	\$99.00	\$99.00
16	RW122 ALL SIZES SPEIWAH VIZGUARD DUTY REVERSIBLE RAIN JACKET HIP LENGTH	1	\$134.99	\$84.00	\$84.00
17	RW121 ALL SIZES SPEIWAH VIZGUARD DUTY REVERSIBLE RAINCOAT	1	\$149.99	\$94.00	\$94.00
18	JX024 ALL SIZES ENFORCER SX DUTY JACKET	1	\$159.99	\$120.00	\$120.00
19	JA380 NAV ALL SIZES DRESS BLOUSECOAT WITH GLD P BUTTONS	1	\$199.99	\$120.00	\$120.00
20	JA009 NAV ALL SIZES WOMENS 4 BUTTON SINGLE BREAST COAT	1	\$179.99	\$120.00	\$120.00
21	sleeve stripes for dress coats stripes for dress coats PER STRIPE	1	\$0.00	\$5.00	\$5.00
22	HW851 NAV FLEX FIT WOOL CAP	1	\$15.99	\$12.00	\$12.00
23	HW117 NAV CAP 8 POINT SOLID BAND MIDWAY	1	\$36.99	\$36.75	\$36.75
24	HDD079 NAV PADUCAH PD 8PT CAP W/GOLD SCRAMBLES	1	\$121.99	\$72.75	\$72.75
25	ZW407D BA22 8236 CLEAR HAT COVER	1	\$7.69	\$5.25	\$5.25
26	SP262 ROCKY LEATHER ZIPPER BOOT	1	\$144.99	\$108.75	\$108.75
27	SP660 ROCKY TMC CHUKKA BOOT	1	\$152.59	\$103.75	\$103.75
28	FW526 BATES LITES LEATHER PADDED COLLAR CHUKKA	1	\$164.95	\$135.00	\$135.00
29	FW073 BATES LITES LEATHER PADDED COLLAR CHUKKA	1	\$129.95	\$81.75	\$81.75
30	FW573 BATES LITES HIGH GLOSS OXFORD LOW CUT SHOE	1	\$144.95	\$91.75	\$91.75
31	FW429 BATES MENS LITES OXFORDS	1	\$154.95	\$97.75	\$97.75

32	SP403	BATES ULTRA LITE ZIPPER BOOT	1	\$89.95	\$64.75	\$64.75
33	SP404	BATES WMS 8IN ULTRA LITE ZIPPER BOOT	1	\$89.95	\$64.75	\$64.75
34	FX662	MENS LEATHER OXFORD SHOES	1	\$160.99	\$110.00	\$110.00
35	SP863	BATES PATROL HIGH SHINE	1	\$89.95	\$52.75	\$52.75
36	FW701	WOMENS KINETIC 6 GTX	1	\$159.95	\$115.00	\$115.00
37	SP285	ACADIA NONINSULATED GORETEX BOOTS	1	\$349.95	\$265.00	\$265.00
38	FW610	MENS 8 INCH STRIKER TORRENT WP DUTY BOOT	1	\$209.95	\$154.75	\$154.75
39	FW727	WOMENS STRIKER TORRENT WP 45 DUTY BOOT	1	\$179.95	\$125.00	\$125.00
40	FW609	MENS 6 INCH STRIKER TORRENT WP SIDE ZIP DUTY BOOT	1	\$199.95	\$180.00	\$180.00
41	FW623	5.11 SPEED 2.0 8 INCH SIDE ZIP BOOT	1	\$84.99	\$58.75	\$58.75
42	FT032	NIKE SFB 6" FIELD CHUKKA	1	\$130.00	\$90.00	\$90.00
43	SP583	5.11 ATAC 8IN ZIPPER BOOT	1	\$99.99	\$74.75	\$74.75
44	SP725	5.11 TACTICAL ATAC 8IN STORM WP ZIPPER BOOTS	1	\$139.99	\$95.75	\$95.75
45	SP584	5.11 ATAC QUARTER BOOT	1	\$89.99	\$69.75	\$69.75
46	FW721	WOMENS STEALTH FORCE 6IN QUARTER BOOT	1	\$90.00	\$79.75	\$79.75
47	FW444	STEALTH FORCE 8IN WATERPROOF ZIPPER BOOT	1	\$125.00	\$89.75	\$89.75
48	SP940	STEALTH FORCE 6.0 SZ QTR BOOT	1	\$110.00	\$79.75	\$79.75
49	SP564	MENS VIPER LOW OXFORD	1	\$70.00	\$59.75	\$59.75
50	FX099	UA STELLAR BOOT	1	\$84.99	\$78.00	\$78.00
51	FW594	THOROGOOD SIDE ZIP JUMP BOOT	1	\$122.00	\$108.00	\$108.00
52	FW305	BELLEVILLE WATERPROOF DUTY BOOT	1	\$194.99	\$171.00	\$171.00
53	TR652	COMMAND WEAR CARGO POCKET TACTICAL PANT W/FREEDOM FLEX	1	\$86.99	\$50.00	\$50.00
54	SH932 NAV	MENS PIC TWILL L/S TACTICAL SHIRT	1	\$66.99	\$46.00	\$46.00
55	0	0	0	\$0.00	\$0.00	\$0.00
56	LR210	51 GARRISON BELT	1	\$38.99	\$26.00	\$26.00
57	LP071	Safariland's Buckless Inner Trousers Belt	1	\$34.99	\$28.00	\$28.00
58	ZA305	999 GARRISON BELT W/VELCRO CLOSURE	1	\$44.99	\$30.00	\$30.00
59	NP516	511 TACTICAL 1 3/4 IN OPERATOR BELT	1	\$39.99	\$34.00	\$34.00
60	NP517	5.11 TACTICAL 1 1/2IN TRAINER BELT	1	\$39.99	\$34.00	\$34.00
61	LP127	SAFARILAND #77 DOUBLE MAGAZINE HOLDER	1	\$41.99	\$30.00	\$30.00
62	LP137	2 SNAP BELT KEEPERS	1	\$13.99	\$9.35	\$9.35
63	ZC224	SA01 190 HANDCUFF POUCH	1	\$40.99	\$26.00	\$26.00
64	Z481	SA01 HINGEDHANDCUFF POUCH W/FLAP	1	\$34.99	\$23.00	\$23.00
65	LP525	LEATHER HANDCUFF CASE FOR	1	\$34.99	\$29.00	\$29.00
66	LP415	ALS DUTY HOLSTER LEVEL III RETENTION	1	\$169.99	\$150.00	\$150.00
67	LP130	Safariland MkIII Defense Spray Case	1	\$31.99	\$22.00	\$22.00
68	LP203	GLOVE POUCH W/VELCRO	1	\$17.99	\$14.00	\$14.00
69	ZA572	SA01 690 HANDCUFF STRAP W/SNAP	1	\$10.99	\$8.75	\$8.75
70	ZB406	SA01 170 KEYRING SILENT KEY POUCH BLK	1	\$26.99	\$19.00	\$19.00
71	LP143	D CELL HOLDER	1	\$9.99	\$7.75	\$7.75
72	LP632	MINI FLASHLIGHT CARRIER F/POLYSTYNER	1	\$25.99	\$19.00	\$19.00
73	LP244	EXPANDABLE BATON HOLDER	1	\$29.99	\$21.00	\$21.00
74	BA009	28/31IN ROTATING SIDEBREAK SCABBARD	1	\$40.99	\$34.75	\$34.75
75	BX946 RG	C3034 PADUCAH BADGE	1	\$124.00	\$114.00	\$114.00
76	BX946 HG	C3034 PADUCAH BADGE	1	\$124.00	\$114.00	\$114.00
77	BC045 RH	B1009 BADGE	1	\$60.50	\$38.00	\$38.00

78	BC045 GP	B1009 BADGE	1	\$68.00	\$42.00	\$42.00
79	BC045 RIG	B1009 BADGE	1	\$93.50	\$57.00	\$57.00
80	BC045 HG	B1009 BADGE	1	\$93.50	\$57.00	\$57.00
81	ADD PANEL	ADD PANEL	1	\$9.00	\$7.00	\$7.00
82	BC046 RH	B1009EO BADGE	1	\$60.50	\$40.00	\$40.00
83	BC046 GP	B1009EO BADGE	1	\$68.00	\$45.00	\$45.00
84	A10236 / 14002	NAMEPLATE W SEAL RH	1	\$21.50	\$30.95	\$30.95
85	A10236 14002	NAMEPLATE W SEAL GP	1	\$9.12	\$30.95	\$30.95
86	ZH335 RH	A3325 METAL FRAM PLASTIC NAMEBAR	1	\$17.99	\$11.50	\$11.50
87	ZH335 GLD	A3325 METAL FRAM PLASTIC NAMEBAR	1	\$17.99	\$11.50	\$11.50
88	ZA3852 RHD	A7329 PPD 1/2IN DIE STRUCK COMBO	1	\$13.20	\$9.50	\$9.50
89	CB8822 SIL	3/8" COLLAR BRASS P.P.D. (SILVER OR GOLD)	1	\$11.80	\$9.50	\$9.50
90	ZY892 8765 RHD	CORPORAL CHEVRON PAIR	1	\$17.99	\$15.00	\$15.00
91	ZH347D 7011 RH	A7011A SMALL PRIVATE CHEVRON	1	\$21.40	\$15.00	\$15.00
92	CB295 RH	CORPORAL CHEVRON PAIR	1	\$17.99	\$15.00	\$15.00
93	ZY000 7041 RH	A7011 SMALL CORPORAL CHEVRON - PAIR	1	\$18.00	\$15.00	\$15.00
94	ZA2062 8765 GOLD	A8765 LARGE SGT RANK INSIGNIA (PAIR)	1	\$18.99	\$15.00	\$15.00
95	ZC516 GP	A7010 SMALL SGT CHEVRONS (PAIR)	1	\$17.99	\$15.00	\$15.00
96	ZA2245 1140 GLDD	A1140 CAPTAIN BARS RANK INSIGNIA (PAIR)	1	\$20.99	\$15.00	\$15.00
97	CB349 GP	A1975 SMALL SMOOTH CAPTAIN BARS - PAIR	1	\$17.99	\$15.00	\$15.00
98	CB173 RHD	1IN EMBOSSED OAK LEAF RANK INSIGNIA - PAIR	1	\$19.99	\$15.00	\$15.00
99	ZA3522 GP	A1984 EMBOSSED MAJOR LEAF INSIGNIA - PAIR	1	\$20.99	\$15.00	\$15.00
100	CB039 GP	COLONEL LG EAGLE RANK - PAIR	1	\$20.99	\$15.00	\$15.00
101	CB030 GP	A2015 COLONEL SM EAGLE RANK - PAIR	1	\$20.99	\$15.00	\$15.00
102	ZY909 4002 RH	BL02 IF144B A4002 TC THE BAR WITH APPLIQUE	1	\$23.99	\$17.75	\$17.75
103	ZY909 4002 GP	BL02 IF144B A4002 TC THE BAR WITH APPLIQUE	1	\$23.99	\$17.75	\$17.75
104	UE065 NI	NICKLE WHISTLE	1	\$4.39	\$4.75	\$4.75
105	UE065 BRASS	NICKLE WHISTLE	1	\$4.39	\$4.75	\$4.75
106	UE061	SNAKE WHISTLE CHAIN W/PAULET HOOK - GOLD	1	\$5.99	\$5.75	\$5.75
107	UE062	SNAKE WHISTLE CHAIN W/SWIVEL & SQUARE HOOK - SILVER	1	\$5.99	\$5.75	\$5.75
108	BA035	21 IN FOAM HANDLE ASP BATON NO ENGRAVING	1	\$104.99	\$75.00	\$75.00
109	BA036	26 IN FOAM HANDLE ASP BATON NO ENGRAVING	1	\$109.99	\$87.40	\$87.40
110	FL125	STREAMLIGHT STINGER	1	\$120.99	\$94.00	\$94.00
111	FL652	STINGER DS LED STANDARD CHARGE	1	\$131.39	\$115.00	\$115.00
112	FL571	TLR-1 TACTICAL GUN MOUNTED LIGHT	1	\$110.99	\$102.00	\$102.00
113	RS021	SMITH WESSON NICKEL CUFFS NO ENGRAVING	1	\$23.99	\$22.75	\$22.75
114	RS108	MODEL 300 HANDCUFFS	1	\$35.99	\$30.00	\$30.00
115	RS164	CHAIN HANDCUFFS	1	\$40.19	\$34.00	\$34.00
116	RS183	ASP HINGED HANDCUFFS	1	\$50.89	\$43.00	\$43.00
117	RS190	CHAIN HANDCUFFS ALUMINUM	1	\$49.99	\$39.75	\$39.75
118	RS001	PEERLESS MODEL 700 CHAIN HANDCUFFS	1	\$26.99	\$21.00	\$21.00
119	RS005	PEERLESS MODEL 801 HINGED HANDCUFFS	1	\$35.99	\$30.00	\$30.00
120	RS198	MODEL 730C - SUPERLITE - CHAIN LINK HANDCUFF	1	\$53.99	\$43.50	\$43.50
121	FL774	SUREFIRE 3 VOLT LITHIUM BATTERY	1	\$4.99	\$4.75	\$4.75
122	FL126	STINGER FLASHLIGHT BATTERY PACK	1	\$21.99	\$16.00	\$16.00
123	BG237	PATROL READY BAG BLACK	1	\$49.99	\$40.00	\$40.00

124	UA513	MENS S/S TACTICAL WICKING LOOSE CREW	1	\$27.99	\$23.50	\$23.50
125	UA615	PH 511 TACTICAL CREW NECK S/S TURTLE-T	1	\$34.99	\$28.00	\$28.00
126	SP585	511 TACTICAL MENS DUTY SOCK	1	\$12.99	\$10.00	\$10.00
127	SP586	5 11 MENS LEVEL 1 9IN SOCKS	1	\$12.99	\$10.00	\$10.00
128	SP667	GALLS 11IN DUTY BOOT SOCK (10-13)	1	\$8.99	\$5.00	\$5.00
129	FW778	UNIFORM DRESS SOCKS	1	\$7.95	\$7.00	\$7.00
130	UN167	UA TAC COLDGEAR INFRARED MOCK	1	\$54.99	\$36.00	\$36.00
131	UN166	UA TAC COLD GEAR INFARED CREW	1	\$54.99	\$36.00	\$36.00
132	UN157	UA TAC COLDGEAR INFRARED LEGGING	1	\$54.99	\$36.00	\$36.00
133	UA961	UA HEATGEAR TACTICAL COMPRESSION S/S T-SHIRT	1	\$24.99	\$18.00	\$18.00
134	UX231	BASE FORCE COTTON SUPER-COLD WEATHER BOTTOM	1	\$29.99	\$22.75	\$22.75
135	ST156	L/S TURTLENECK SHIRT	1	\$82.79	\$25.50	\$25.50
136	SG511	TURTLENECK DICKIE	1	\$9.89	\$8.50	\$8.50
137	SG513	MOCK NECK DICKIE	1	\$9.89	\$8.50	\$8.50
138	UA011	LAWPRO SHIRT'S STAYO	1	\$11.79	\$9.50	\$9.50
139	AD884	ATROPA HIDDEN BADGE WALLET	1	\$21.00	\$21.00	\$21.00
140	BC255	BOOK STYLE BADGE CASE	1	\$19.99	\$15.00	\$15.00
141	BC254	79800 DIE CUT TRI-FOLD DRESS BADGE WALLET	1	\$29.99	\$24.75	\$24.75
142	BC716	DRESS ID CASE W/BOUND WINDOWS	1	\$20.99	\$13.00	\$13.00
143	BC825	LAWPRO LEATHER BADGE HOLDER W/BELT CLIP	1	\$11.99	\$7.00	\$7.00
144	BC841	811 RECESSED CLIP-ON BADGE HOLDER	1	\$27.99	\$19.00	\$19.00
145	GL179	STREETGUARD GLOVE W/KEVLAR	1	\$37.49	\$30.00	\$30.00
146	GL075	FRISKMASTER SPECTRA LINED GLOVE	1	\$59.89	\$42.00	\$42.00
147	GL527	SG20P DURA-THIN SEARCH GLOVE	1	\$29.49	\$20.75	\$20.75
148	ZK808	HA02 NS430L NEOPRENE GLOVE W/WINTER LINING	1	\$32.99	\$25.00	\$25.00
149	UA495	VELCRO TIE W/BUTTON	1	\$5.99	\$4.50	\$4.50
150	UA494	CLIP ON THE W/BUTTON HOLE	1	\$6.19	\$3.50	\$3.50
151	LP345	MAG/CUFF COMBO	1	\$51.99	\$42.00	\$42.00
152	LP610	ALS CONCEALMENT PADDLE HOLSTER	1	\$49.99	\$36.00	\$36.00
153	LP081	Safariland Standard Cuff Case with Snap	1	\$32.99	\$23.00	\$23.00
154	LP431	COC SINGLE MAG POUCH SINGLE STACK BLK	1	\$23.99	\$18.00	\$18.00
155	LP432	COC SINGLE MAG POUCH DOUBLE STACK BLK	1	\$18.00	\$18.00	\$18.00
156	LP476	PADDLE HANDCUFF AND MAG COMBO FOR ASP HANDCUFF	1	\$51.99	\$43.00	\$43.00
157	LP582	K FORCE CUFF/MAG - RH ONLY	1	\$31.99	\$27.75	\$27.75
158	TR135	5 11 Tactical Pants	1	\$49.99	\$38.00	\$38.00
159	SH209	5 11 Tactical Shirt LS - Cotton	1	\$54.99	\$53.79	\$53.79
160	SW439	511 TACTICAL UNIFORM S/S POLO SHIRT	1	\$39.99	\$40.00	\$40.00
161	SW456	511 TACTICAL PROFESSIONAL LS POLO	1	\$44.99	\$48.00	\$48.00
162	JC483	SUMMIT SOFTSHELL JACKET	1	\$87.95	\$75.00	\$75.00
163	SG499	S/S RAPID PERFORMANCE POLO	1	\$54.99	\$48.00	\$48.00
164	SR653	511 RAPID ASSAULT T SHIRT	1	\$79.99	\$54.00	\$54.00
165	TS693	UA TAC CHARGED COTTON SHIRT	1	\$24.99	\$22.50	\$22.50
166	SP288	NIKE SFB 6" FIELD CHUKKA	1	\$130.00	\$90.00	\$90.00
167	FT033	UA VALSETZ TACTICAL BOOTS	1	\$119.99	\$108.00	\$108.00
168	FT619	UA INFIL GTX WP DUTY BOOT	1	\$189.99	\$170.00	\$170.00
169	FW013	MAGNUM RESPONSE II	1	\$63.75	\$63.75	\$63.75

170		SP066	MAGNUM ELITE SPIDER		1	\$95.00	\$76.00	\$76.00
171		GL791	HWI GEAR FT3100 GLOVE		1	\$27.99	\$25.00	\$25.00
172		HA040	5 11 98381 HAT		1	\$12.99	\$11.50	\$11.50
173		TR135	5 11 74251 TACTICAL PANTS		1	\$49.99	\$38.00	\$38.00
174		SW439	5 11 41060 PROFESSIONAL POLO PLAIN		1	\$39.99	\$36.00	\$36.00
175		SW456	5 11 42056 PROFESSIONAL POLO PLAIN		1	\$44.99	\$40.00	\$40.00
176		SW724	5 11 71049 PERFORMANCE SS POLO		1	\$39.99	\$36.00	\$36.00
177		TR639	VERTX HIGH SPEED PANT		1	\$56.95	\$41.00	\$41.00
178		SW977	VERTX VTX4000 SS POLO		1	\$46.95	\$37.00	\$37.00
179		TR641	WOMENS TACTICAL MODERN FIT PANT		1	\$49.99	\$38.00	\$38.00
180		TR980	WOMENS STRYKE PANT		1	\$74.99	\$64.00	\$64.00
181		ST131	5 11 71322 BIKE PATROL POLO		1	\$59.99	\$45.00	\$45.00
182		TR885	5 11 43057 BIKE UNIFORM SHORTS		1	\$82.99	\$59.00	\$59.00
183		TR600	MOCAN TECH STRETCH ZIP OFF LEG PANT		1	\$129.99	\$110.00	\$110.00
184		FT035	HVX BLACK EAGLE ATHLETIC OXFORD		1	\$139.99	\$104.50	\$104.50
185		FT605	UA TAPPO BINGE MID SHOE		1	\$24.99	\$19.00	\$19.00
186		FX100	UA CHETCO TACTICAL SHOES		1	\$139.95	\$126.00	\$126.00
187		FT924	SALOMAN SPEEDCROSS 3		1	\$49.99	\$38.00	\$38.00
188		HW818	BIKE HELMET		1	\$49.99	\$42.50	\$42.50
189		TR506	5 11 74273 TAC LITE PANTS		1	\$40.99	\$30.00	\$30.00
190		SH697	5 11 71339 TAC LITE TDU SS SHIRTS		1	\$49.99	\$42.50	\$42.50
191		SR758	5 11 72054 TAC LITE TDU LS SHIRTS		1	\$39.99	\$38.00	\$38.00
192		SW111	TRIMOUNTAIN WINDSTAR MICROFIBER		1	\$39.99	\$38.00	\$38.00
193		TR506	5 11 74273 TAC LITE PANTS		1	\$54.99	\$43.00	\$43.00
194		SR571	5 11 72175 TAC LITE PROLS		1			

Subtotal \$9,386.19
Shipping \$0.00
Total \$9,386.19

Agenda Action Form Paducah City Commission

Meeting Date: November 29, 2016

Short Title: Officially Assigning a Name for the Newly Constructed Five-Lane Roadway Associated with the Olivet Church Road Improvement Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

The construction of Olivet Church Road Improvement Project has been completed and is now open to traffic. With the traveling public utilizing the newly constructed five-lane roadway, it is necessary to give a name the new road and to install the appropriate street identification signs. The new roadway originates at the intersection of New Holt Road at Hinkleville Road (U.S. 60) and proceeds thru the Kentucky Oaks Mall to the intersection of the existing reconstructed Olivet Church Road (KY 998). Since this new roadway aligns directly with New Holt Road at the intersection of Hinkleville Road, the logical and most practical action would be to designate the new five lane roadway as "New Holt Road."

This street name action will require address changes for the businesses directly adjacent to and facing the new roadway within the Kentucky Oaks Mall vicinity who are currently utilizing a Hinkleville Road address. The address changes will affect Pier One, Sears, and the Kentucky Oaks Mall Pavilion (David's Bridal, Old Navy, Shoe Carnival and Ulta). The existing reconstructed portion of Olivet Church Road will remain Olivet Church Road; and therefore, no address changes will be required for the residents on Olivet Church Road.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

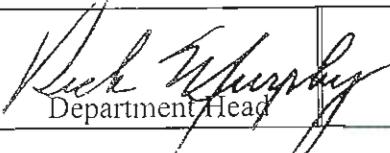
Funds Available: Account Name: N/A
Account Number:

Finance

Staff Recommendation:

To designate the official street name of the newly constructed five-lane roadway associated with the Olivet Church Road Improvement Project as "New Holt Road" from Hinkleville Road to the intersection of Olivet Church Road, and to authorize all necessary address changes.

Attachments: Map of Vicinity

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-12-_____

AN ORDINANCE OFFICIALLY NAMING A PORTION OF THE NEWLY CONSTRUCTED FIVE-LANE ROADWAY AS NEW HOLT ROAD, WHICH HAS BEEN COMPLETED AS PART OF THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT

WHEREAS, the Olivet Church Road Improvement Project has been completed; and

WHEREAS, the public is utilizing the new roadway and it is necessary to name the newly constructed road for address clarification and emergency response.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the name of a portion of a newly constructed five-lane roadway originating at the intersection of Hinkleville Road and New Holt Road and proceeding through Kentucky Oaks Mall to the intersection of the existing reconstructed three-lane portion of Olivet Church Road be New Holt Road.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 6, 2016
Adopted by the Board of Commissioners, December 13, 2016
Recorded by Tammara S. Sanderson, City Clerk, December 13, 2016
Published by The Paducah Sun, _____
\\ord\eng\New Holt Rd – 5-lane 12-2016

ORDINANCE NO. 2000-5- 6201

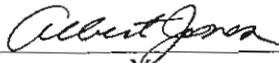
AN ORDINANCE RENAMING BREWER DRIVE LOCATED SOUTH OF
HINKLEVILLE ROAD WITHIN THE CITY LIMITS TO NEW HOLT ROAD

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the name of Brewer Drive located south of Hinkleville Road within the City Limits be changed to New Holt Road; Brewer Drive being renamed is described as follows:

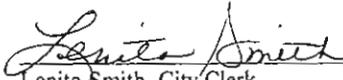
A right of way approximately 50 feet in width, presently named Holt Road, being 1,400 feet more or less in length, between Hinkleville Road and the present City Limits; and a right of way 50 feet in width, being approximately 420 feet in length located within the City Limits, south of the existing Holt Road.

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:



Lenita Smith, City Clerk

Introduced by the Board of Commissioners, April 25, 2000
Adopted by the Board of Commissioners, ~~May 9, 2000~~ 5-16-00
Recorded by Lenita Smith, City Clerk, ~~May 9, 2000~~ 5-16-00
Published by The Paducah Sun, May 23, 2000
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**Agenda Action Form
Paducah City Commission**

Meeting Date: 6 December 2016

Short Title: FLOODWALL PUMP STATION #2 REHABILITATION – DRA COMMUNITY INFRASTRUCTURE FUND (CIF)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Rick Murphy, Sheryl Chino

Presentation By: Rick Murphy

Background Information: The Delta Regional Authority (DRA) works to improve regional economic opportunity by helping to create jobs, build communities, and improve the lives of the 10 million people who reside in the 252 counties and parishes of the eight-state Delta region. DRA is offering for the first time the Community Infrastructure Fund (CIF). CIF grants may be used for flood control, basic infrastructure development and transportation improvements to benefit communities with the greatest infrastructure needs.

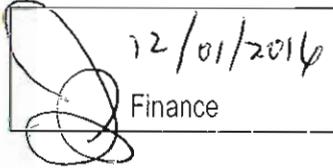
The Engineering Department has been awarded a CIF grant in the amount of \$400,000 to rehabilitate Pump Station #2 at the floodwall. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; installation of a manual transfer switch; installation of a fused disconnect switch; replacement of motor gate actuators and controls; and, various appurtenances.

The total preliminary project cost is estimated to be \$5,105,000, which includes construction, engineering, and advertising costs. The balance of the project costs will be provided from the City's FY2017 budget.

The grant application was approved through Municipal Order 1925 on August 9, 2016.

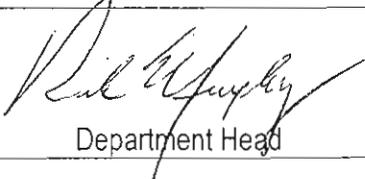
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number: ~~040-3315-532-2807~~
Project Number: FW0007
CFDA:


12/01/2016
Finance

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

Attachments: None

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-12-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY BETWEEN THE DELTA REGIONAL AUTHORITY AND THE CITY OF PADUCAH FOR A COMMUNITY INFRASTRUCTURE FUND (CIF) MATCHING GRANT FOR THE FLOODWALL PUMP STATION NO. 2 REHABILITATION PROJECT

WHEREAS, the City of Paducah applied for a Delta Regional Authority CIF matching grant by Municipal Order No. 1925 on August 9, 2016 for the Floodwall Pump Station No. 2 Rehabilitation Project; and

WHEREAS, the Delta Regional Authority has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary with the Delta Regional Authority for a Community Infrastructure Fund matching grant award in the amount of \$400,000 for the Floodwall Pump Station No. 2 Rehabilitation Project. The projected cost is estimated to be \$5,105,000 which will cover the 10% required match. The balance of the project costs will be provided from the City's FY2017 budget. .

SECTION 2. Funds will be deposited to FW0007.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 6, 2016
Adopted by the Board of Commissioners, December 13, 2016
Recorded by Tammara S. Sanderson, City Clerk, December 13, 2016
Published by *The Paducah Sun*, _____
ord\plan\grants\epw-floodwall pump station #2

Award Agreement between the Delta Regional Authority and
The Awardee

The Following Conditions Apply to all DRA Projects

- Order of Precedence: This Agreement is subject to the provisions of the Delta Regional Authority Act, the Delta Regional Authority Code, and Administrative Requirements for Awards Awarded by the Delta Regional Authority and this Agreement as well as incorporated supplements, if any. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order which they are listed in. The awardee acknowledges that no such provisions or any interpretations thereof shall be deemed to diminish the rights of DRA. DRA may at its option exhaust its remedies hereunder and under other documents, either concurrently or independently, and in such order as it may determine.
- Deadline: The Authority may revoke or revise its approval of any project if work intended to be assisted is not underway within 12 months after the date of this Agreement.
- Awardee's Compliance to all laws and regulations: The awardee shall comply fully with all laws and regulations. Specifically, the awardee shall protect his or her employees under all such laws, and regulations including, but not limited to, Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1963, The Family and Medical Leave of 1993, and applicable workers' compensation laws of the awardee's state.
- DRA Under Run Policy: If the project contains only DRA funds, (and a non-federal share, where applicable), the DRA funds shall be returned to the DRA in the event of an under run. If the project contains both DRA funds and other agency(ies) funds, the funds shall be returned proportionately.
- Additional Funds: It is understood that if the awardee receives additional funding from any new source towards the eligible cost of this project after DRA approval, these funding sources shall not be used to reduce the amount of local funds pledged. If new funds are available to this project, the DRA and the basic federal agency, if any, should be notified immediately as the DRA reserves the right to reconsider the level of its funding approval should this occur. In affirming this award, the awardee certifies that the additional funds are committed and available as needed for the project and that the additional funds will not affect ownership of, or title to, the project facilities. If the additional funds are de-committed for whatever reason, DRA reserves the right to demand return of all award proceeds.

Change in Scope:	It is understood that a change in scope should not be implemented without prior written approval from DRA and the basic federal agency, if any. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served or equipment items or other property purchased.
Close Working Relationship with Administering Agency:	Pursuant to the Delta Regional Authority Act, it is expressly understood that the intent of this Agreement is that the awardee must work in conjunction and closely with the administering agency, if any, and follow bidding and contract award procedures to insure that all pertinent state and federal laws are complied with. Coordination with the administering agency begins with the filing of an application and continues throughout the project until completed.
Restrictions on Assistance:	DRA funds should not be used for any form of assistance to relocate industries within the Delta Region; recruitment activities which place a Delta state in competition with another Delta state; and projects to promote unfair competition between businesses within the Delta Region.
Project Account:	All DRA funds must be placed in a separate project account in the awardee's name with copies of all bank statements produced to DRA with the quarterly reports.
Bonding or Insurance:	The Awardee must provide evidence of adequate insurance and fidelity or employee dishonesty bond coverage.
Audit:	Audit requirements only apply to the year(s) in which the Agency award funds are expended. Awardees expending \$750,000 or more of Federal assistance per year must submit an audit in accordance with the requirements of OMB circular A-133 as codified in 7 CFR 3052. Awardees that expend less than \$750,000 a year in a Federal award are exempt from Federal audit requirements for that year except as noted in 7 CFR 3052.215(a), but the records must be available for review or audit by appropriate officials of the DRA, administering agency, pass-through entity, and General Accounting Office.
Interest:	The Awardee will remit interest earned on award funds deposited in an interest bearing account in accordance with 7 CFR Parts 3015 and 3016 and 3019 to DRA.
Cost Incurred Prior to Approval:	Prior to the initial disbursement of award funds, the awardee shall provide acceptable documentation to the Authority for costs incurred prior to the award to determine their eligibility in accordance with the requirements of the costs principles contained in the applicable OMB Circular (i.e., A-87, A-

122, or A-21). DRA reserves the right to deny all costs incurred prior to the approval of this award.

Quarterly Report: Quarterly reports are due to the DRA on the 15th of the month following each calendar quarter, executed by the proper signatory. It is the responsibility of the awardee, not the administering agency, to write a complete report and timely send the same to the DRA central office. A delinquent quarterly report will result in the withholding of funding requests.

Final Report: Within one month after the period of performance, the awardee shall prepare and submit to DRA for approval a final report of all work accomplished under this award including recommendations and conclusions based on the experience and results obtained. After DRA's review of the final report, DRA will either return to the awardee the approved report with such comments, including any requirements, suggestions, or modifications as deemed necessary, or require resubmission of the final report if deemed necessary, in which case the awardee shall within 15 days submit another final report for review and comment.

Budget: Costs will be determined in general accord with the budget produced in the awardee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.

Hold Harmless: Awardee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Awardee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Agreement. The Authority, by its provision of funds for this project, undertakes no responsibility in this regard. Awardee shall indemnify and save harmless the Authority, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Agreement. Further, the awardee expressly releases the DRA from any liability for any losses or damages suffered by awardee, directly or indirectly, from or in any way connected with the performance of this Agreement.

Subcontracting: The awardee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval from the Authority, and subject to the conditions and provisions as the Authority may deem necessary, to protect the interests of the Authority. Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the

Cont.: purchase by the awardee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. Provided, further, however, that no provision of this article and no such approval by the Authority of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Authority in addition to the total amount and the Authority shall not be responsible for the fulfillment of the awardee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the awardee of any obligations under this Agreement.

Project Personnel: The Authority reserves the right to approve or disapprove the selection or continued participation of any personnel supported with the funds made available under this Agreement.

Suspension/
Termination/
Collection: The DRA shall have the right, upon written notice to the awardee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other DRA award agreement and begin collection proceedings by unilateral election. This Award Agreement may also be terminated and/or suspended for a violation of any law, rule, and/or regulation of DRA or other applicable laws.

Termination for
Convenience: The DRA may, by written notice to the awardee, terminate this Agreement in whole or in part for convenience of the Authority, whenever the DRA determines that such action is in its best interest.

Award Related
Communications: It will be the responsibility of the awardee to include the Delta Regional Authority in any award-related communications from your office. Specifically, all DRA funded or partially funded projects shall include proper acknowledgement of DRA award funding to include but not be limited to: project announcements, press releases, news articles, ribbon-cutting ceremonies, check presentations, radio and/or television advertisements and the like. Whether written or verbally communicated, the awardee agrees to recognize DRA for its participation. Additionally, those written communications will include the DRA seal. A jpeg file of the DRA seal can be downloaded from the Authority's website at www.dra.gov and clicking on the "resource" link. DRA will be pleased to assist with any of these communications.

Cornerstone,
Plaque or Sign: Any facility constructed in whole or in part by the funds provided under the DRA shall include a cornerstone, plaque or sign appropriately acknowledging the assistance provided through the DRA program; provided that such an item not be required if it would be prohibited as an eligible

project cost under the basic federal program through which the DRA assistance is provided.

Operation and Maintenance Agreement:

If the awardee will not operate and maintain the project, then prior to the initial disbursement, the awardee shall provide to the Authority an executed copy of an agreement with the party responsible for the operation and maintenance of the project. Such agreement must be consistent with the Authority policies including, but not limited to, non-discrimination, environmental requirements, an adequate consideration. The agreement must also set forth that prior to occupancy, the occupant of any part of the land acquired or approved by this project must furnish to the awardee, for transmittal to DRA, properly executed DRA forms evidencing assurance of compliance with all applicable requirements.

Project Start and Ending Dates:

The project start date shall be the date the Awardee receives an official Notice to Proceed, from Delta Regional Authority. The project end date shall be calculated, accounting for original time requested to complete the project, from the date of Notice to Proceed.

Financial Procedure:

The award proceeds will be administered in accordance with generally accepted financial accounting procedures and standards. Should the awardee fail to follow such procedures and standards, DRA reserves the right to collect, suspend, terminate, and/or collect said funds as referenced herein.

Certification Regarding Lobbying:

The awardee certifies that no federal appropriated funds have been paid, or will be paid, by or on behalf of the awardee to any person or any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of this award and the entering into of any and all agreements to effectuate this transaction. The awardee further agrees to comply with applicable statutory provisions prohibiting use of Federal assistance funds activities designed to influence any legislation or appropriations except through proper, official channels.

Return of Award Proceeds:

The awardee acknowledges that all award proceeds, until they are spent for the purposes of the award and in accordance with the award application and this Agreement, shall remain the property of DRA and, if not expended for the purposes of the award and in accordance with the award application and this Agreement, will be returned to DRA within 30 days after the final date on which the award proceeds were scheduled to be spent under the terms of the award application and this Agreement.

Licenses and Permits:

The awardee and its employees, agents, and advisors, and not DRA, are responsible for obtaining necessary licenses and permits, if any, for insuring that all aspects of the project comply with all applicable statutes, regulations, ordinance, and codes. and for all costs of the project in excess

of the amount of the approved award.

Notices: Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the earlier of the day on which delivered to such party or on the third business day after the day on which mailed, addressed to such party. Such notice to DRA shall be sent to its central office address of 236 Sharkey Avenue, Suite 400, Clarksdale, Mississippi 38614. Any notice to the awardee shall be sent to the address set forth in the award application.

Waiver/Cumulative Remedies: Neither any failure nor any delay on the part of DRA or any administering agencies in exercising any right, power or privilege hereunder or under the laws of the applicable jurisdiction shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement or other documents, nor consent to any departure by the awardee or any other person therefrom shall in any event be effective unless the same shall be in writing and signed by DRA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose which given. No notice to or demand on the awardee or any other person in any case shall entitle such person to any other or further notice or demand in the same, similar, or other circumstances. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law or of any remedies provided by any other document.

General Procedures: All DRA awards shall be administered in accordance with the OMB Omni/Super Circular; and other Federal regulations as applicable. The General Provisions hereof shall be applicable to DRA, its employees, representatives, agents, successors and/or assigns. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Awardee shall maintain custody of time records, payrolls, and any other records as appropriate to substantiate all services reported to DRA and/or the administering agency, if any.

Contracting Procedures: In contracting for services and/or purchasing equipment under this Agreement, awardee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the awardee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the awardee. Awardee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Coordination and Non-Duplication:	In carrying out the project under this Agreement, awardee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the awardee under other related DRA awards, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those awards.
Compliance with Applicable laws:	Awardee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Award Agreement. The DRA reserves the right to suspend or terminate this Agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.
Progress Payments:	Awardee may receive progress payments on the basis of worked performed. DRA and the administering agency, if any, must concur as to the reasonableness of costs upon review of the submitted Form SF 270 (Request for Advance or Reimbursement). DRA and/or the administering agency, if any, reserve the right to determine that the requirements of this Agreement are being met before making such payments.
Advance Payments:	Awardee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) awardee's certification that a firm commitment has been obtained from each employee appointed under this Agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of Form SF 270 (Request for Advance or Reimbursement) and on the basis of the costs estimates approved by the DRA and/or administering agency, if any; and (c) awardee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period).
Disbursements:	All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements. DRA will make disbursements in proportion to DRA's percentage of the project budget.
EIN and DRA Project Numbers:	All payment requests must show the nine digit taxpayer identification numbers assigned by the Internal Revenue Service and the project number assigned to this project by DRA.
Rebates and Discharges from	Awardee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the awardee shall be paid to

Liability:	DRA to the extent that they are properly allocable to costs for which the awardee has been reimbursed. Awardee will, when requested, assign such amounts to DRA and execute such releases as may be appropriate to discharge the Authority, its officers and agents from liabilities arising out of this Agreement.
Official not to Benefit:	No member or delegate to Congress, or resident Commissioner, shall be admitted to any part of this Agreement, or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.
Covenant Against Contingent Fees:	The awardee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the awardee for the purpose of securing business. For breach or violation of this warranty the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from the award amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
Certification Regarding Debarment:	Awardee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
Fraud:	The awardee certifies that it has not within a three year period preceding the submission of the award application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public, whether it be federal, state, or local, transaction or contract under a public transaction or violated federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
Indicted:	The awardee certifies that it is not presently indicted for or otherwise criminally or civilly charged by a government entity, whether federal, state, or local, with commission of any offenses.
Termination of Public Transaction:	The awardee certifies that it is not within a three year period preceding this award application had one or more public transactions, federal, state, or local, terminated for cause or default.
Conflicts of Interests:	The awardee certifies that it has not violated the provisions of 7 U.S.C. 2009aa(1)(i) dealing with the conflicts of interest statute of the Delta Regional Authority Act.

- Certification Regarding Drug-Free Work Place: The awardee certifies that it will provide a drug free workplace.
- Errors and Omissions/ Compliance Agreement: The awardee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this award within 30 days from the date of mailing said request.
- Basic Agency: If the servicing of this award is transferred to a Basic Agency, the awardee shall be responsible for all fees, expenses, or other charges for such servicing which will be paid from the award funds by DRA.
- Percentage Payments: If the project budget is funded by any other source towards the eligible cost of this project, DRA shall only pay a percentage of the bill, contract, invoice, or voucher presented. This amount shall be equal to the percentage of DRA's funds to the overall project.
- Free and Clear of Liens: The awardee will keep the project free and clear of any liens, adverse claims, security interest, other charges and/or encumbrances.
- Illegal Aliens: The awardee certifies that it is not in violation of the Federal Immigration and Nationality Act set-forth in 8 U.S.C. 1324 whereby it is unlawful to hire an alien, to recruit an alien, or to refer an illegal alien for a fee, knowing the illegal alien is unauthorized to work in the United States. The awardee further certifies that it has complied with all employment eligibility verification requirements, which include examination of identity documents and completion of Form I-9 for every employee hired.
- Conveyance: The awardee represents and warrants that it shall not convey, transfer or assign any/or all of its interest in and to the project.

The awardee affirms this award and the statements and documents produced in the accompanying award application. By executing this Award Agreement with DRA, the awardee adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to DRA, consents to the award, and agrees to all terms and conditions of this Award Agreement.

AFFIDAVIT AND
ACKNOWLEDGMENT

The applicant signatory being duly sworn deposes and says:

1. That the Award Application submitted by the Awardee and approved by the Awarder requires funding equal to the amount identified on the signature page of this package; and
2. That the Awarder has agreed to fund this Project at the level identified on the signature page of this package; and
3. That the Awarder and Awardee understand, acknowledge, and agree that the Awarder's portion of funding of this Project shall be used for the eligible expenses outlined in the approved application documentation. However, should the Awardee wish to use these funds for other expenses associated with this Project, the Awardee may request from the Awarder in writing which portion of the project the Awardee wishes to fund and the reasons for doing so; as such
4. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment; and the
5. Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Awarder to close the Award.

AFFIDAVIT AND
ACKNOWLEDGMENT

The applicant signatory being duly sworn deposes and says:

6. The Award Proposal submitted by the Awardee and approved by the Awardee was for a total amount equal to the amount identified on the signature page of this package.
7. Although the Governor selected this award, he (or she) did so for a lower amount than was requested by the Awardee in the award proposal.
8. The Awardee states, acknowledges, and agrees that the project described in the award proposal will begin on the date set forth therein and can move the project forward to completion, despite this lower amount approved.
9. The Awardee understands, acknowledges, and agrees that the award proceeds from the Awardee shall be returned to the Awardee should the project not start on the date set forth in the Award Proposal or if the project is not completed within the time frame as set forth in the Award Agreement.
10. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.
11. Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Awardee to close the Award.

AFFIDAVIT AND
ACKNOWLEDGMENT

The applicant signatory being duly sworn deposes and says:

12. The Award Proposal submitted by the Awardee and approved by the Awardee was conditioned upon the applicant providing cash and/or in-kind contributions, from other sources, totaling an amount equal to the amount identified on the signature page of this package.

13. The Awardee represented and warranted in its Award Proposal that certain additional funds would be provided from additional funding sources in order to complete the Project.

14. At the time of the closing of this Award, the additional funds to complete the Project had not been received.

15. The Awardee understands, acknowledges and agrees that all of the Award proceeds for the Awardee shall be returned to the Awardee upon expiration of the completion date unless the additional sources of funding have been received by the Awardee at that time, all at the discretion of the Awardee.

16. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.

17. The Awardee has not sold, assigned, pledged, transferred, deposited under any agreement, hypothecated the original or any interest therein, or signed any power of attorney or other authorization respecting the Project.

18. Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing the Awardee to close the Award.

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this [the date identified on the signature page of this package], before me personally appeared the applicant signatory, to me personally known, who, being duly sworn on his/her oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, repair, or renovation of the property described in the accompanying award application, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no proceedings in bankruptcy or receivership have been instituted by or against the Awardee, except as identified in a separate attachment:

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon, except as identified in a separate attachment:

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmen liens filed of record or unfiled claims or any other liens or encumbrances of any kind except as identified in a separate attachment:

Affiant on behalf of the Awardee does for a valuable consideration hereby agree and guarantee to hold Delta Regional Authority harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair, or renovation of the [property described in the award application]:

ARBITRATION AGREEMENT

This Agreement is entered into on the date stated by [on the signature page of this package] and between Delta Regional Authority ("DRA"), its successors, agents and/or assigns, and awardee.

1. Part of Transaction. This document ("Agreement") is a part of the agreement and transaction between DRA and AWARDEE described herein. That agreement and transaction, as well as all past and future agreements and transactions between the parties, their employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, and any other affiliated entities or persons, are hereinafter collectively defined as the "Transaction". This Agreement is incorporated into each document executed in connection with the Transaction. In the event of a conflict between the provisions of this Agreement and other documents executed in connection with the Transaction, the provisions of this Agreement shall control.

2. Consideration. The consideration for this agreement is the consideration given and received in the Transaction, and the mutual benefits to be derived by DRA and AWARDEE from the convenient, expeditious, economical, and private procedures for resolving disputes between them and other entities or persons covered by this Agreement.

3. Dispute Resolution. Any claim, dispute or controversy between AWARDEE and DRA, including DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, successors, assigns, other affiliated entities or persons (collectively, "Covered Persons"), (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort or equitable claims), arising from or relating to any matter, including, but not limited to, the Transaction, any past or future interactions, business or dealings between the parties or between AWARDEE and the Covered Persons or any application, advertisements, promotions, or oral or written statements related to the Transaction, any goods or services furnished in connection with the Transaction or the terms of financing, the relationships with respect to the Transaction (including to the full extent permitted by applicable law, relationships and dealings with third parties who are not signatories to the Transaction or this Agreement) or the validity, enforceability or scope of this Agreement (collectively, "Claim"), shall be resolved, upon the unilateral or joint election of AWARDEE or DRA or said Covered Persons, respectively, by binding arbitration, as hereinafter provided, pursuant to the Rules of the National Arbitration Forum ("NAF") in effect at the time the Claim is asserted. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in the lawsuit by any other party or parties. The Rules of NAF may be obtained by calling 1-800-474-2371 or by going to the NAF Website at www.arb-forum.com, and all Claims shall be filed at any NAF office (provided, however, that if for any reason NAF is unwilling or unable or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by the parties hereto).

4. Arbitration.

(a) Any Claim shall, at the request of the AWARDEE, DRA or any Covered Persons, whether made before or after institution of legal proceedings, be determined by binding arbitration. The Transaction involves interstate commerce, and the arbitration is subject to and shall be conducted in accordance with the United States Arbitration Act, 9 U.S.C. §1, et. seq., as amended, notwithstanding any choice of law provision in this Agreement or any other documents executed in connection with the Transaction, and under the Rules of NAF. The Arbitrator shall have authority to award damages and award such other relief he deems appropriate. The Arbitrator shall give effect to applicable law, including statutes of limitations in determining any Claim. Any controversy concerning whether an issue is arbitrable shall be determined by the Arbitrator. However, AWARDEE, DRA or any Covered Persons may institute a lawsuit for the purpose of compelling the other parties to any Claim to arbitrate in accordance with this Agreement. Judgment upon the arbitration award may be entered in any court having jurisdiction. The Arbitrator(s) shall be chosen no later than 30 days after filing of the Claim with NAF. The arbitration procedures shall be concluded, and the Arbitrator's award issued, no later than six (6) months after selection of the Arbitrator.

(b) The institution and maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff to submit the Controversy or claim to arbitration if any other party Contests such action. No provision of this Agreement shall limit the right of any party to this Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaining provisional or ancillary remedies for a court of competent jurisdiction before, after, or during pendency of any arbitration or other proceedings. The exercise of a remedy does not waive the right of either party to resort to arbitration.

(c) In the event of a conflict between the provisions of this Agreement and the Rules of NAF, the provisions of this Agreement shall control. No class action arbitration maybe originated or had under this Agreement and, except as provided in paragraph 3 above, there shall be no joinder of multiple party plaintiff, except for joinder of all parties covered by this Agreement.

5. Administrative Fees and Expenses. Upon request, DRA will advance the first Five Hundred Dollars (\$500.00) of the filing and hearing fees charged by NAF for any Claim filed by any AWARDEE or any Covered Person against DRA. The Arbitrator will determine who will ultimately be responsible for paying any filing, hearing or other administrative fees in connection with the arbitration. Unless inconsistent with applicable law, each party to an arbitration shall bear the expense of their respective attorneys', experts' and witness fees and expenses, regardless of which party prevails in the arbitration.

6. Selection of Arbitrators. On claims of \$100,000 or less, including counterclaims, an Arbitrator shall be selected from a panel of nine (9) arbitrators submitted by NAF, by DRA and AWARDEE either agreeing on the Arbitrator or striking persons from the panel until one person is left, that person being the Arbitrator. On claims in excess of \$100,000, including counterclaims, three Arbitrators shall be selected from a panel of fifteen (15) arbitrators

submitted by NAP by DRA and AWARDEE either agreeing on the Arbitrators or striking persons from the panel until three (3) persons are left, those persons being the Arbitrators. The determination of whom shall make the final strike and the resolution of any disputes concerning selection, including, if necessary, the appointment of the Arbitrator(s), shall be done by NAF.

7. Discovery. The Arbitrator shall have the power to authorize reasonable discovery and to issue any necessary orders and subpoenas. All discovery shall be expedited to the maximum extent practicable. In no event shall the Arbitrator allow discovery which would result in this matter not being concluded and an award issued in the time specified herein.

8. Location. The arbitration sessions shall be held at a location mutually acceptable to the parties to the arbitration. If the parties to the arbitration cannot agree on the location, the location shall be selected by NAF.

9. Confidentiality. To the extent permitted by applicable law, all proceedings pursuant to or in connection with this Agreement shall be kept strictly confidential, except for disclosures of information required in the ordinary course of the business of DRA and AWARDEE or by applicable law or regulation. This provision shall not exempt from discovery or use in any other or future proceeding any evidence otherwise discoverable, merely because it is presented in, referred to, or discussed in the course of, or in connection with, proceedings pursuant to this Agreement.

10. Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall be enforced to the extent permitted by applicable law and in lieu of any such unenforceable provision, there shall be substituted in its place a provision as similar in substance and effect as is capable of being enforced.

11. Successors and Assigns. This Agreement shall be binding upon, and shall enure to the benefit of, the parties, the Covered Persons, any co-signors, endorsers, guarantors or other obligors to the Transaction and their respective successors and assigns, including to the full extent permitted by applicable law, third parties who may not be signatories to the Transaction or this Agreement, such as DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, other affiliated entities or persons.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, arrangements, negotiations, and other communications, if any, on dispute resolution. The signatory agrees that this Agreement may not be amended or modified in any respect except in writing.

THE SIGNATORY HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

MEDIATION AND ARBITRATION DISCLOSURES

The following disclosures have been made to the applicant signatory, by in connection with a transaction between the Awardee and Delta Regional Authority, its successors, agents and/or assigns, (the "DRA") which transaction is described in an Arbitration Agreement between DRA and Awardee dated this date [see signature page].

1. The DRA and Awardee each have the right to request Mediation. Mediation is a procedure in which the DRA and Awardee select an impartial third party to serve as mediator to assist us in attempting to voluntarily reach a resolution of our dispute relating to the transaction which is described in the arbitration agreement between us. There are administrative and mediator fees which must be paid by the parties in accordance with the provisions of the arbitration agreement.
2. The DRA and Awardee each have the right to request Arbitration. Arbitration is a procedure in which the DRA and Awardee select an Arbitrator(s) who will hear our presentation and render a final and binding decision. There are administrative and arbitration fees which must be paid by the parties in accordance with the provisions of the Arbitration Agreement.
3. Arbitration is final and binding on the parties and subject to only very limited review by a court.
4. Except as to provisional remedies, self-help and foreclosure, the parties are waiving their right to litigate in court, including their right to a jury trial, because they have given each party the right to demand arbitration.
5. Pre-arbitration discovery is generally more limited and different from court proceedings.
6. Arbitrators' awards are not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

THE APPLICANT SIGNATORY HAS READ AND UNDERSTANDS THAT THIS DOCUMENT DISCLOSES THE PARTIES ARE ENTERING INTO AN ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

AWARDEE'S AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the applicant signatory in and for the aforesaid jurisdiction, who after being duly sworn according to law, stated on oath that s/he is the acknowledged principle for and on behalf of the awardee, and that s/he signed, sealed and delivered the following Awardee's Affidavit on the day and year herein mentioned as its act and deed and that he acknowledges that for and on its behalf, s/he executed this Awardee's Affidavit stating that the following matters are true and correct, being first duly authorized so to do:

1. Awardee [i] is duly organized, validly existing, and in good standing in the state of its formation, [ii] is validly existing in good standing, and qualified to do business in the jurisdiction in which the Property is located, and [iii] has all requisite power and authority and the legal right to own, operate, and lease the Property, and to conduct the business in which it is currently engaged.

2. The individuals acting on behalf of Awardee in executing and delivering the Award Documents are authorized to act for and to bind Awardee in connection therewith; all requisite consents or approvals to such authorization have been obtained and remain effective; and the Award Documents are the legal, valid, and binding obligations of, and are enforceable against Awardee in accordance with their respective terms, except as enforceability may be limited by bankruptcy, reorganization, arrangement, or other similar laws effecting the rights of creditors generally, or principles of equity.

3. No litigation, arbitration, investigation, or administrative proceeding of or before any court, arbitrator, governmental authority, bureau, or agency is pending or threatened [i] by or against Awardee, [ii] with respect to or against the Property, [iii] with respect to the Award Documents, or [iv] which could have a material adverse effect on the business, operations, property, or general condition of Awardee.

4. The closing of the Award pursuant to the Award Agreement and other documents does not violate, conflict with, or result in a default or breach of any law or regulation, order, injunction or decree of any court or governmental instrumentality, or of any agreement or instrumentality, or of any agreement or instrument to which Awardee is a party or is subject or any law or regulation of DRA.

Certification of In-Kind Contributions

*The Fair Market Value is whatever it would cost to obtain the contributed goods or services on the open market, and not necessarily the cost to the donor of providing the goods or services.

Please attach any receipts, invoices or other documentation verifying the in-kind contribution(s).

1. The in-kind contributions are and will be verifiable from the Awardee's records.
2. The in-kind contributions are not and will not be included as contributions for any other federally assisted project or program.
3. The in-kind contributions are and will be necessary and reasonable for the proper and efficient accomplishment of the project or program.
4. The in-kind contributions are and will be allowable under the applicable cost principles.
5. The in-kind contributions are not and will not be paid by the Federal or State Government under another award.
6. The in-kind contributions are provided for in the approved budget.
7. As required by the Award Agreement, the Awardee shall prepare and submit to Awardee periodic reports, in such detail, as the Awardee shall require, indicating the in-kind contributions made to date and any remaining in-kind contributions in connection with the Project.
8. In the event the in-kind contributions are not provided as disclosed in the Award Application, the Award Application will be in default and the Award Proceeds shall be immediately returnable to the Awardee.

ENVIRONMENTAL DECLARATION AND INDEMNITY

FOR AND IN CONSIDERATION of the Award provided to (the "Awardee") by Delta Regional Authority, its successors and assigns ("DRA"), and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the undersigned Awardee, being the owner, operator and/or occupier of the real property described in the accompanying award application ("Property"), hereby declares, covenants, represents, and warrants unto DRA as follows:

1. Awardee represents and covenants that, except as disclosed by Awardee to DRA in writing on or prior to the date of this agreement, (i) the Property has at all time during Awardee's ownership, occupancy and control thereof and is presently free of contamination from any substance or material presently identified to be toxic or hazardous according to any applicable federal, state or local statute, rule or regulation (collectively, the "Law"), including without limitation, any asbestos, PCB, radioactive substance, methane, volatile hydrocarbons, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property; (ii) Awardee has not caused or suffered to occur, and Awardee will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill"), or hazardous substance at, upon, under or within the Property or any contiguous real estate; (iii) neither Awardee nor any other party has been, is or will be involved in operations at or near the Property which could lead to the imposition on Awardee or any other owner of the Property of liability or the creation of a lien on the Property, under the Law or under any similar applicable laws or regulations; and (iv) Awardee has not permitted and will not permit any tenant or occupant of the Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Awardee or any other owner of any of the Property, or the creation of a lien on the Property, under the Law or any similar applicable laws or regulations; and (v) no friable asbestos, or any substance containing asbestos deemed hazardous by federal or state regulations on the date of this Agreement, has been installed in or on the Property. The terms "hazardous substance" and "release" as used in the Agreement shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event that the applicable laws of the applicable jurisdiction establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

2. Awardee shall comply strictly and in all respects with the requirements of the Law and related regulations and with all similar applicable laws and regulations and shall notify DRA promptly in the event of any spill or hazardous substance upon the Property, and shall promptly forward to DRA copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or hazardous substance or any other matters relating to the Law or related regulations or any similar applicable laws or regulations, as they may affect the Property.

3. Awardee, promptly upon the written request of DRA from time to time, shall provide DRA with an environmental site assessment or environmental audit report, or an update or such an assessment or report, all in scope, form and content satisfactory to DRA.

4. In consideration of the award, Awardee shall indemnify DRA and hold DRA and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, loss, liability, damage, costs and expense, including, without limitation, attorneys' fees, costs of suit and fees of expert witnesses, suffered or incurred by DRA, whether as holder of a mortgage, as mortgagee in possession or as successor in interest to Awardee as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure (i) under or on account of the Law or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Property whether or not the same originates or emanates from the Property or any such contiguous real estate, including any loss or value of the Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Property within the jurisdiction of the U.S. Environmental Protection Agency or any similar state or local agency. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of the Property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such hazardous substances or solid wastes, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Without prejudice to the survival of any other agreements of Awardee hereunder, this indemnity shall survive the closing of the Award and shall continue thereafter in full force and effect.

5. In the event of any spill or hazardous substance affecting the Property, whether or not the same originates or emanates from the Property or any such contiguous real estate, and/or if Awardee shall fail to comply with any of the requirements of the Law or related regulations or any other environmental law or regulation, DRA may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as DRA shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the legal rate from the date of payment by DRA shall be due and payable by Awardee to DRA within fifteen (15) business days of demand therefore, and until paid shall be added to and become a part of the indebtedness and shall have the benefit of any lien hereby created as a part thereof.

6. Awardee shall permit any officer, employee or agent of DRA to visit and inspect the Property, examine the books of record and accounts of Awardee, take copies and extracts therefrom, and discuss the application of any Applicable Environmental Laws to the Property with Awardee's officers, consultants and employees, all at such reasonable times and on reasonable notice and as often as DRA may reasonably desire. In addition to this right of inspection, Awardee hereby awards to DRA an easement upon personal servitude of right of use of the Property for environmental inspection. As used in this section, the term "environmental inspection" shall mean any visitation to or inspection of the Property (including obtaining underground soil samples), or interview with Awardee or its consultants

or employees, to determine the continuing accuracy of the environmental representations state in this Agreement. DRA may exercise this right of use at any time during normal business hours of Awardee. The easement shall continue until termination of the transaction provided in the award, and shall automatically be transferred with any transfer of rights under the award.

AWARDER/AWARDEE NOTICE OF TRANSFER OF SERVICING OF AWARD

The servicing of the above-referenced Award will be transferred effective date of signature. Prior to this date, all draw requests should be made to the Delta Regional Authority ("DRA"). After this date, any draw request should be made to the Local Development or Planning District (the "Basic Agency") under the terms of the Award and Memorandum of Agreement. After this date, the Awardee's communications should be made directly to the Basic Agency identified on the signature page.

The Basic Agency shall be responsible for any and all draw request, monitoring and enforcement of the terms and conditions of the Award and other related documents. In addition, the Awardee shall be responsible for complying with any and all terms and conditions required by the Basic Agency. The DRA reserves the right to revoke the duties and responsibilities of the Basic Agency and require that the servicing of the Award be returned to DRA. In the event of such revocation, the Awardee shall be immediately notified.

To answer any questions or inquiries relating to the transfer of servicing, you may contact the DRA by calling Mr. Kemp Morgan, Director of Project Management & Development of DRA, at (662) 624-8600. To answer any questions or inquiries relating to the transfer of servicing or servicing in general, please contact the Basic Agency. The name, address and telephone number of the Basic Agency is as follows:

The transfer of the servicing of the Award does not affect any representation, warranties, terms or conditions of the Awardee set forth in the Award Agreement and/or other documents signed in connection with the Award.

RESOLUTION – SAMPLE LANGUAGE

WHEREAS, the Delta Regional Authority (hereinafter "DRA") was created by Congress by the Delta Regional Authority Act of 2000, as amended, as a federal/state partnership now comprised of 252 counties and parishes within the eight states of Alabama, Arkansas, Illinois, Kentucky, Louisiana, Mississippi, Missouri and Tennessee in order to remedy severe and chronic economic distress by stimulating economic development and fostering partnerships that will have a positive impact on the Delta Region's economy;

WHEREAS, the _____ (add name of Awardee here), acting by and through its _____ (add whatever entity it acts through - board of alderman, supervisors, police jury, etc.)) proposes to apply for a award with DRA for the Fiscal Year 2013 federal award program cycle;

WHEREAS, DRA requires that a person be designated, appointed, and given the authority to perform certain duties and administration of said award for and on behalf of the Awardee;

WHEREAS, the _____ (put name of acting body) met in a regular session on _____ (add date) whereby _____ (name of those present) were present, constituting a quorum;

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) to designate and appoint _____ (add name of person) to perform all duties and administration of said award, which carried unanimously by voice vote and was recorded on the minutes;

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) to provide additional funds in the amount of \$_____ to said award which carried unanimously by voice vote and was recorded on the minutes;

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) to make an in-kind contribution of _____ (add description of goods or services contributed) with a fair market value of \$_____ (add fair market value of in-kind contribution) to said award which carried unanimously by voice vote and was recorded on the minutes; and

WHEREAS, a motion was made by _____, (add name of person making motion) was seconded by _____, (add name of person) that in the event of an administration change, the new _____ (title) shall continue to have such authority under this Resolution.

NOW THEREFORE, BE IT RESOLVED THAT, by the _____ of _____, as follows:

THAT, _____ (person who is signing), be and is hereby designated and appointed to

perform on behalf of _____ (name of Awardee) and has the authority to make those acts and assume any and all duties in dealing with the award with DRA for the Fiscal Year - 2013 federal award program cycle;

THAT, _____ (person who is going to be acting on behalf of Awardee) is hereby authorized to execute and submit any and all documents including, but not limited to, applications, award closing documents, request for funds, status reports to DRA for the Fiscal Year – 2013 federal award program cycle;

THAT, the Awardee agrees to provide additional funds in the amount of \$_____ to said award;

THAT, the Awardee agrees to make an in-kind contribution of _____ (add description of goods or services contributed) with a fair market value of \$_____ (add fair market value of in-kind contribution) to said award; and

THAT, in the event of an administration change, the new _____ (title) shall continue to have such authority under this Resolution.

READ AND ADOPTED, this the ____ day of _____, 20____.

_____ (add name of person signing)
_____ (put title of person signing)

ATTEST

AFFIDAVIT AND ACKNOWLEDGMENT REGARDING SINGLE AUDIT

The applicant signatory for the Awardee, being duly sworn, deposes and says:

19. As the Awardee may expend \$750,000.00 or more of federal assistance in the Awardee's fiscal year, the Awardee agrees to provide to the Delta Regional Authority (DRA) a copy of any and all single audits, also known as the OMB A-133 Audit.
20. If the Awardee does not initially exceed \$750,000.00 in federal funds and a single audit is not completed, but such an audit is later required and conducted, the Awardee agrees to provide a copy of the same to DRA.
21. The Awardee is authorized and empowered to execute this Affidavit and Acknowledgment.
22. The Awardee understands this Affidavit and Acknowledgment is made and executed for the purpose of inducing DRA to award this project.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Delta Regional		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: 236 Sharkey Street, Suite 400 Clarksdale, MS 38614		
CONTACT PERSON NAME: Emanuel Edmond		TELEPHONE NUMBER: (662) 624-8600
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	
TELEPHONE NUMBER: ()	

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Monitoring & Compliance Agreement

By signing this agreement, the awardee acknowledges and agrees that accountability is vital to the success of DRA investment-projects and for the continued partnerships, with our Local Development Districts (LDD) and to abide by all conditions and safeguards set forth in the DRA Memorandum of Agreement and the associated DRA Compliance Manual. The awardee confirms that if any part of the award shall be held to be invalid, the remaining portions shall remain valid. Furthermore, the awardee documents attest that DRA's Division of Monitoring & Compliance shall reserve the right to access, without hindrance, award related communications, physical sites, financial reports, contracting procedures and any information deemed pertinent, with or without notification.



DELTA REGIONAL AUTHORITY

Dear Gayle Kaler,

Project: KY-50467

Attached are the required documents, to be completed for receipt of your Notice to Proceed. Please refer to the document list below. If the terms and conditions are acceptable, this page must be signed, by the designated official, notarized and returned, to DRA.

1. Awardee's Affidavit
2. Memorandum of Agreement
3. Affidavit as to Liens and Encumbrances
4. Affidavit & Acknowledgement (Amount Lower than Requested)
5. Mediation and Arbitration Disclosures
6. Arbitration Agreement
7. Notice of Basic Agency Transfer
8. Environmental Declaration and Indemnity
9. Single Audit Affidavit
10. Board Resolutions Example
11. Automated Clearing House Form (ACH)

The approved project application details are as follows:

Investment Details:

DRA Investment (LDD Admin Fee Included \$8,000)	\$ 400,000
Other Public Investment	\$ 4,104,992
Total Investment	\$ 4,504,992

The Basic Agency for this project is identified as:

Purchase Area Development District
 1002 Medical Drive
 Mayfield, Kentucky 42066
 P: (270) 247-7171
 F: (270) 251-6110
<http://www.purchaseadd.org/>

If you have any questions or comments regarding these documents or the administration of your project, please address them to Tracy Ausberry, SEDAP Manager, at tausberry@dra.gov.

Authorized Awardee Signatory

Notary Public Seal

Signature: _____

Signature: _____

Date: _____

Date: _____

Kemp Morgan
Director of Project Management and Development

Signature: _____

Date: _____

Agenda Action Form Paducah City Commission

Meeting Date: December 6, 2016

Short Title: **Final Revised 2015-2016 (FY2016) Budget Ordinance**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Stacey Young, Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information:

This ordinance represents the *final* revised budget ordinance for the year 2015-2016 (FY2016).

The FY2016 budget must be adjusted to reflect all adjustments made throughout the fiscal year and any adjustments required by the independent financial auditors (year-end audit adjustments). The revised budget represents year-end housekeeping & clean up following the close of the fiscal year.

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

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: NA
Account Number: NA

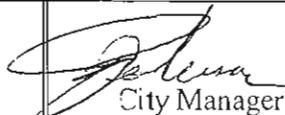

11/16/2016
Finance

Staff Recommendation:

Approve the final revised 2015-2016 (FY2016) Budget Ordinance

Attachments:

FY2016 Budget Ordinance (final)

Department Head	City Clerk	 City Manager
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ORDINANCE NO 2016-12-.....

AN ORDINANCE REPEALING ORDINANCE 2015-6-9254 AND ADOPTING THE CITY OF PADUCAH, KENTUCKY, REVISED ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2015, THROUGH JUNE 30, 2016, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

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

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

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY

SECTION 1. The following estimate of revenues and resources is adopted as the City of Paducah, Kentucky Revenue Budget for Fiscal Year 2015-2016.

FY2016	GENERAL FUND (01)	MUNICIPAL AID PROGRAM FUND (03)	INVESTMENT FUND (04)	CDBG FUND (06)
SOURCES:				
CASH FROM FUND RESERVE		9,395		
<i>REVENUES</i>				
PROPERTY TAXES	6,595,760			
LISC, PERMITS, OTHER TAXES	24,658,550	497,145	4,947,985	
GRANTS, CONTRIBUTIONS	873,270			737,500
FINES & FORFEITURES	90,795			
PROP RENTAL & SALES	419,565			
CHARGES FOR SERVICES	692,080			
INTEREST INCOME	97,000	7,130		
RECREATION, OTHER FEES	134,925			
MISCELLANEOUS	55,600			
TOTAL REVENUES	33,617,545	504,275	4,947,985	737,500
FUND TRANSFERS IN	619,900	825,000	261,000	
TOTAL SOURCES	34,237,445	1,329,275	5,208,985	737,500

FY2016	E911 FUND (12)	COURT AWARDS FUND (13)	GENERAL DEBT SERVICE FUND (30)	CIP FUND (46)
SOURCES:				
CASH FROM FUND RESERVE	310			
<i>REVENUES</i>				
PROPERTY TAXES				
LISC, PERMITS, OTHER TAXES	618,765		583,320	
GRANTS, CONTRIBUTIONS	374,120			7,509,610
FINES & FORFEITURES		29,230		
PROP RENTAL & SALES			289,000	42,960
CHARGES FOR SERVICES			52,385	11,135
INTEREST INCOME	785	1,145		
RECREATION, OTHER FEES				362,700
MISCELLANEOUS				
TOTAL REVENUES	993,670	30,375	924,705	7,926,405
FUND TRANSFERS IN	470,140		2,157,160	5,946,270
TOTAL SOURCES	1,463,810	30,375	3,081,865	13,872,675

FY2016	BOND FUND (42)	SOLID WASTE FUND (50)	CIVIC CENTER FUND (62)	RENTAL FUND (63)	RADIO FUND (64)
SOURCES:					
CASH FROM FUND RESERVE	1,269,045				
<i>REVENUES</i>					
PROPERTY TAXES LIC. PERMITS, OTHER TAXES					
GRANTS, CONTRIBUTIONS FINES & FORFEITURES		60,065			
PROP RENTAL & SALES		78,800	40,145	134,920	124,165
CHARGES FOR SERVICES		4,520,075			
INTEREST INCOME	5,315	30,255			4,540
RECREATION, OTHER FEES MISCELLANEOUS		2,465			
TOTAL REVENUES	5,315	4,691,660	40,145	134,920	128,705
FUND TRANSFERS IN			102,415	24,785	38,110
TOTAL SOURCES	1,274,360	4,691,660	142,560	159,705	166,815

FY2016	FLEET SERVICE FUND (70)	FLEET TRUST FUND (71)	INSUR FUND (72)	HEALTH INS TRUST FUND (73)	AEPF/PFPF PENSION FUND (76),(77),(84)
SOURCES:					
CASH FROM FUND RESERVE	3,390				847,740
<i>REVENUES</i>					
PROPERTY TAXES LIC. PERMITS, OTHER TAXES					
GRANTS, CONTRIBUTIONS FINES & FORFEITURES		988,675			
PROP RENTAL & SALES	3,440				17,130
CHARGES FOR SERVICES	345,895		1,098,625	3,938,110	9,065
INTEREST INCOME		21,280			153,590
RECREATION, OTHER FEES MISCELLANEOUS	835				3,505
TOTAL REVENUES	350,170	1,009,955	1,098,625	3,938,110	183,290
FUND TRANSFERS IN	158,155		95,720		418,860
TOTAL SOURCES	511,715	1,009,955	1,194,345	3,938,110	1,449,890

SECTION 2 The following sums of money are hereby appropriated for Fiscal Year 2015-2016

FY2016	GENERAL FUND (01)	MUNICIPAL AID PROGRAM FUND (03)	INVESTMENT FUND (04)	CDBG FUND (06)
APPROPRIATIONS:				
GENERAL GOVERNMENT	1,362,230			
FINANCE	996,515			
PRDA	133,230			
INFORMATION SYSTEMS	590,645			
PLANNING	912,515			237,500
POLICE	9,015,705			
FIRE	7,928,780			
ENG-PUBLIC WORKS	3,569,595	1,338,670		
PARKS SERVICES	2,930,505			
CABLE AUTHORITY	93,930			
HUMAN RIGHTS	34,280			
ENGINEERING	1,199,200			
HUMAN RESOURCES	220,045			
INVESTMENT FUND			672,880	
DEBT SERVICE / E911				
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				
OTHER (PJC, LEAVE ACCRUAL)	347,835			
CASH CARRY FORWRD RESRV	528,775		203,740	
FUND TRANSFERS OUT	4,373,660		4,332,365	500,000
TOTAL APPROPRIATIONS	34,237,445	1,338,670	5,208,985	737,500

FY2016	E911 FLND (12)	COURT AWARDS FUND (13)	GENERAL DEBT SERVICE FUND (30)	CP FUND (46)
APPROPRIATIONS:				
GENERAL GOVERNMENT				1,001,506
FINANCE				
PRDA				
INFORMATION SYSTEMS				
PLANNING				2,396,431
POLICE		28,020		368,025
FIRE				219,420
ENG-PUBLIC WORKS				9,150,502
PARKS SERVICES				170,061
CABLE AUTHORITY				
HUMAN RIGHTS				
ENGINEERING				
HUMAN RESOURCES				
INVESTMENT FUND				
DEBT SERVICE / E911	1,464,120		2,983,400	
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				
OTHER (PJC, LEAVE ACCRUAL)				
CASH CARRY FORWRD RESRV		2,355	93,465	309,080
FUND TRANSFERS OUT				257,650
TOTAL APPROPRIATIONS	1,464,120	30,375	3,081,865	13,572,675

FY2016	BOND FUND (42)	SOLID WASTE FUND (50)	CIVIC CENTER FUND (62)	RENTAL FUND (63)	RADIO FUND (64)
APPROPRIATIONS:					
GENERAL GOVERNMENT					
FINANCE					51,300
PRDA					
INFORMATION SYSTEMS					
PLANNING					
POLICE					
FIRE					
ENG.PUBLIC WORKS				65,210	
PARKS SERVICES			74,510		
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES					
INVESTMENT FUND					
DEBT SERVICE / E911					
SOLID WASTE OPERATION		3,770,525			
FLEET MAINTENANCE					
PENSIONS					
OTHER (PIC, LEAVE ACCRUAL)					
CASH CARRY FORWRD RESRV		635,265	68,050	775	115,515
FUND TRANSFERS OUT	1,274,360	285,870		93,720	
TOTAL APPROPRIATIONS	1,274,360	4,691,660	142,560	159,705	166,815

FY2016	FLEET SERVICE FUND (70)	FLEET TRUST FUND (71)	INSUR FUND (72)	HEALTH INS TRUST FUND (73)	AEPF/PPPF PENSION FUND (76),(77),(84)
APPROPRIATIONS:					
GENERAL GOVERNMENT					
FINANCE		770,710			67,655
PRDA					
INFORMATION SYSTEMS					
PLANNING					
POLICE					
FIRE					
ENG.PUBLIC WORKS					
PARKS SERVICES					
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES			1,141,015	3,817,100	
INVESTMENT FUND					
DEBT SERVICE / E911					
SOLID WASTE OPERATION					
FLEET MAINTENANCE	511,715				
PENSIONS					1,382,235
OTHER (PIC, LEAVE ACCRUAL)					
CASH CARRY FORWRD RESRV		239,245	53,330	121,010	
FUND TRANSFERS OUT					
TOTAL APPROPRIATIONS	511,715	1,009,955	1,194,345	3,938,110	1,449,890

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

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

A The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted expenditures. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted expenditures. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$550,000.

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

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

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

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

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

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

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

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

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

K. The City will provide to all eligible employees up to a \$727.00 per month credit (for the months of July - December 2015) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2016, this monthly credit may be adjusted by the City Commission as recommended by the City Manager or his designee.

L. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund will be funded with a 1.2 cent increase in the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment and property tax relief.

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

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

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

Mayor

ATTEST

Tammara Sanderson, City Clerk

Introduced by the Board of Commissioners, December 6, 2016
Adopted by the Board of Commissioners, December 13, 2016
Recorded by Tammara Sanderson, City Clerk, December __, 2016
Published by The Paducah Sun,

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 34,237,445
MAP	1,338,670
INVESTMENT	5,208,985
CDBG	737,500
E911	1,464,120
COURT AWARDS	30,375
DEBT	3,081,865
CIP	13,872,675
BOND FUND	1,274,360
SOLID WASTE	4,691,660
CIVIC CENTER	142,560
RENTAL	159,705
RADIO DEPR	166,815
FLEET	511,715
FLEET TRUST	1,009,955
SELF INSURANCE	1,194,345
HEALTH INS	3,938,110
AEPF/PFPF/TRSTS	<u>1,449,890</u>
	<u>\$ 74,510,750</u>

Agenda Action Form Paducah City Commission

Meeting Date: December 6, 2016

Short Title: Financing Lease & Interlocal Agreement authorization – 2017, \$3 million.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins & Jeff Pederson
Presentation By: Jonathan Perkins & Jeff Pederson

Background Information:

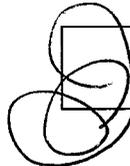
The 2017 **'financing lease'** and related **'interlocal agreement'** with McCracken County will be read by City and County Commissions during the month of December. Bank closing is scheduled for late January 2017.

Loan proceeds (\$3 million) will be used to repay the City of Paducah around \$1.4 million for the cost associated with the relocation and construction of the 'dome facility' and related storage building; the balance of the funds will be used to address capital needs of the Paducah McCracken County Convention Center Corporation (PMCCC) as outlined by their 10-year capital needs plan; and, the cost of issuance.

The City of Paducah will borrow the funds from CFSB over a 5-year term; and the County has agreed to use a dedicated portion of the 'transient room tax' (or 2% of the 6% tax) to retire the entire loan obligation over the term of the loan.

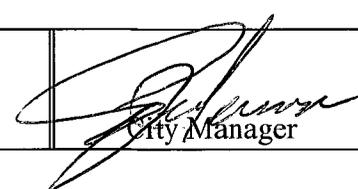
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Loan Issue - 2017
Account Number: Bond Fund

 12/5/2016
Finance

Staff Recommendation: That the Mayor & Commission approve the proposed loan agreement and related interlocal agreement with McCracken County.

Attachments: Draft of Financing Lease; and Interlocal Agreement

Department Head	City Clerk	 City Manager
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING AND APPROVING A GENERAL OBLIGATION LEASE WITH COMMUNITY FINANCIAL SERVICES BANK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000 TO PROVIDE FINANCING FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF IMPROVEMENTS TO THE JULIAN CARROLL CONVENTION CENTER, INCLUDING RELATED AND APPURTENANT COSTS; PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE; CREATING A SINKING FUND; AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH LEASE; MAKING CERTAIN DESIGNATIONS REGARDING SUCH LEASE; AND AUTHORIZING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF MCCRACKEN, KENTUCKY TO PROVIDE ADDITIONAL SOURCES OF PAYMENT FOR THE PRINCIPAL OF, AND INTEREST ON, SUCH LEASE.

WHEREAS, the City of Paducah, Kentucky (the "City") has the power, pursuant to Section 65.940 et seq. of the Kentucky Revised Statutes to enter into lease agreements with or without the option to purchase in order to provide for the use of the property for public purposes;

WHEREAS, the City and the County of McCracken, Kentucky (the "County") have determined that it is necessary and desirable for the City to finance improvements to the Julian Carroll Convention Center (the "Project"), including related and appurtenant costs and the costs of reimbursing the City for expenditures related thereto heretofore paid by the City, through a General Obligation Lease Agreement in an aggregate principal amount not to exceed \$3,000,000 (the "Financing Lease") between the City and Community Financial Services Bank (the "Financing Lessor") to be entered into pursuant to the provisions of Section 65.940 through 65.956, inclusive, of the Kentucky Revised States, as amended (the "Governmental Leasing Act"); and

WHEREAS, each of the City and the County have determined that the Project constitutes a public project, for which either the City and the County would be individually authorized to issue a general obligation lease under the Governmental Leasing Act; and

WHEREAS, the City and the County have determined that it is in the public interest that the Project be financed by the City, as aforesaid; and

WHEREAS, pursuant to Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Act"), the City and the County may join together to accomplish what each may accomplish individually; and

WHEREAS in order to induce the City to issue the Financing Lease and thereby provide financing for the Project, the City and the County have determined that it is necessary and desirable that the City and the County enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement") under the Interlocal Act to provide for the pledge of 33 1/3% of the special transient room taxes levied by the County in accordance with Sections 91A.390 and 91A.392 of the Kentucky Revised Statutes, as amended, to the City for application to the

payment of the principal of, and interest on, the Financing Lease for so long as the Financing Lease or obligations issued to refund the Financing Lease remain outstanding and unpaid in full; provided, however, that such pledge shall remain inferior and subordinate to the pledge thereof under an existing Interlocal Cooperation Compact dated as of June 1, 2001, as amended and supplemented by the First Amendment to Interlocal Cooperation Compact dated as of July 1, 2010 (collectively, the "Existing Interlocal Compact") among the City, the County, the Paducah-McCracken County Convention and Visitors Bureau, F/K/A Paducah-McCracken County Tourist and Convention Commission (the "Bureau") and the Paducah-McCracken County Convention Center Corporation (the "Corporation").

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

Section 1. Recitals and Authorization of Financing Lease. The City hereby approves the General Obligation Lease Agreement (the "Financing Lease") in an aggregate principal amount not to exceed \$3,000,000, in substantially the form attached hereto as Exhibit A and made a part hereof. The recitals to this Ordinance are incorporated herein as if set forth in this Section in their entirety and are hereby found and determined to be true and correct. It is further found and determined that the Project identified in the Financing Lease is public property to be used for public purposes, that it is necessary and desirable and in the best interests of the City to enter into the Financing Lease for the purposes therein specified, and the execution and delivery of the Financing Lease and all representations, certifications and other matters contained in the closing memorandum with respect to the Financing Lease, or as may be required by Dinsmore and Shohl, LLP, as Bond Counsel, prior to delivery of the Financing Lease, are hereby approved, ratified and confirmed. The Mayor and City Clerk of the City are hereby authorized to execute the Financing Lease, together with such other agreements or certifications which may be necessary to accomplish the transaction contemplated by the Financing Lease, with such changes in the Financing Lease not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the officials executing the same on behalf of the City. The approval of such changes by said officials, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Financing Lease by such officials.

Section 2. General Obligation Pledge for Financing Lease. Pursuant to the Constitution of the Commonwealth and Chapter 66 of the Kentucky Revised Statutes, as amended (the "General Obligation Statutes"), the obligation of the City created by the Financing Lease shall be a full general obligation of the City and, for the prompt payment of the Lease Payments (as defined in the Financing Lease), the full faith, credit and revenue of the City are hereby pledged. During the period the Financing Lease is outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the Financing Lease Payments on the Financing Lease when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year to the extent that the other taxes or revenues of the City are available for the payment of the Lease Payments and are appropriated for such purpose, the amount of such direct tax upon all of the taxable

property in the City shall be reduced by the amount of such other taxes or revenues so available and appropriated.

Section 3. Sinking Fund. There is hereby established, or it is acknowledged that there has heretofore been established, a sinking fund (the "Sinking Fund") with the City in accordance with the requirements of the Act, which is hereby ordered to be continued and maintained as long as the Financing Lease shall remain outstanding. The funds derived from said tax levy hereby required or other available taxes shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of all bonds issued under the General Obligation Statutes and Tax Supported Leases, as defined in the General Obligation Statutes, including the Financing Lease, when and as the same fall due.

Section 4. Designation of Financing Lease as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the "Code"), the City hereby specifically designates the Financing Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the City hereby represents that the City (including all "subordinate entities" of the City within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates that it will not designate in calendar year 2017, "qualified tax-exempt obligations" in an amount greater than \$10,000,000.

Section 5. Authorization and Approval of Interlocal Agreement. The City hereby approves the Interlocal Cooperation Agreement between the City and the County (the "Interlocal Agreement") in substantially the form attached hereto as Exhibit B and made a part hereof. It is hereby found and determined that the Interlocal Agreement is to be entered into in furtherance of proper public purposes of the City and in accordance with the provisions of the Interlocal Act. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Interlocal Agreement for the purposes therein specified, and the execution and delivery of the Interlocal Agreement is hereby authorized and approved. The Mayor and Clerk of the City are hereby authorized to execute the Interlocal Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transactions contemplated by the Interlocal Agreement with such changes in the Interlocal Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the officials executing the same on behalf of the City. The approval of such changes by said officials, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Agreement by such officials.

Section 6. Severability. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 7. Inconsistent Actions. All prior ordinances, resolutions, orders or parts thereof inconsistent herewith are hereby repealed.

Section 8. Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations

took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 9. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND PUBLICLY READ ON FIRST READING on the 6th day of December, 2016.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this the 13th day of December, 2016.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct and complete copy of an Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on the 13th day of December, 2016, on the same occasion signed by the Mayor as evidence of her approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of said City as of the ____ day of _____, 2017.

City Clerk

Exhibit A

[Form of Financing Lease]

LEASE AGREEMENT

BY AND BETWEEN

COMMUNITY FINANCIAL SERVICES BANK

AND

CITY OF PADUCAH, KENTUCKY, KENTUCKY

Dated as of January 24, 2017

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(The Table of Contents is not part of the Lease Agreement, but for convenience of reference only)

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LEASE AGREEMENT

This Lease Agreement ("Lease"), made and entered into as of this 24th day of January, 2017, by and between COMMUNITY FINANCIAL SERVICES BANK, a banking corporation duly organized and existing under the laws of the Commonwealth of Kentucky ("Lessor"), and the CITY OF PADUCAH, KENTUCKY, a municipal corporation and political subdivision of the Commonwealth of Kentucky, duly organized and existing under and by virtue of the laws and Constitution of the Commonwealth of Kentucky (the "Lessee").

WITNESSETH:

WHEREAS, the purpose of this Lease is to provide financing for the acquisition, construction, installation and equipping of improvements to the Julian Carroll Convention Center (the "Project"), which shall be owned by the Paducah-McCracken County Convention Center Corporation, a non-profit, charitable corporation established at the direction of the Lessee and the County of McCracken, Kentucky (the "County") to act as their agency and instrumentality for the purpose of promoting convention and trade shows; and

WHEREAS, Lessee plans to acquire, construct, install and equip the Project, and Lessor has agreed to provide financing for the Project, as further described in Exhibit A, in accordance with the provisions of Sections 65.940 through 65.956, inclusive, of the Kentucky Revised Statutes (the "Governmental Leasing Act"); and

WHEREAS, Lessor wishes to lease to the Lessee, and the Lessee wishes to lease from Lessor, such Project, subject to the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the rent to be paid hereunder and the covenants and agreements contained herein, it is agreed by and between the parties as follows:

Section 1. Certain Defined Terms and References. (a) In addition to the terms defined elsewhere in this Lease, the following terms have the meanings given below unless the context clearly requires otherwise:

"Acquisition Fund" means the Acquisition Fund established pursuant to Section 3 of the Lease and to be held at the Construction Fund Depository.

"Additional Rent" means the payments required to be made pursuant to Section 7 in addition to the Base Rent.

"Authorized Officer," when used:

(i) With respect to Lessee, means the Mayor of the Lessee or any officer of Lessee who is designated in writing by the Lessee as an Authorized Officer for the purposes of this Lease.

(ii) With respect to Lessor, means the City President or any other officer of Lessor who is designated in writing as an Authorized Officer for purposes of this Lease.

(iii) With respect to any successor to Lessor, means the officer or the successor who is designated in writing by the successor's governing body as an Authorized Officer for purposes of this Lease.

"Base Rent" means the payments, including the principal and interest components thereof, specified in Exhibit B attached hereto and made a part hereof.

"City" means the Lessee.

"Commencement Date" means January __, 2017.

"Commonwealth" means the Commonwealth of Kentucky.

"Construction Fund Depository" means Independence Bank of Kentucky, Paducah, Kentucky

"Default Rate" means, while any Event of Default exists under the Lease, the interest rate identified as such in Exhibit B.

"Event of Default" means any Event of Default described in Section 20.

"Final Maturity Date" means January __, 2032.

"Fiscal Period" means July 1 of any calendar year through June 30 of the next succeeding calendar year.

"Governing Body" means the City Commission of the Lessee.

"Governmental Leasing Act" means Sections 65.040 through 65.956, inclusive, of the Kentucky Revised Statutes, as the same may be amended from time to time

"Independent Counsel" means any attorney or attorneys duly admitted to practice law before the highest court of any state and not an officer or full time employee of Lessor or Lessee and who is not reasonably objected to by Lessee.

"Lease" means this Lease Agreement as the same may be amended or supplemented from time to time.

"Lease Payment Date" means the payment dates as set forth in a schedule to Exhibit B hereto, and if such date is not a business day, then the next succeeding business day, to and including the Final Maturity Date.

"Lease Payments" means the sum of the Base Rent and Additional Rent due at or during a stated time.

"Lease Term" means the term of this Lease, being the Commencement Date through the Final Maturity Date.

“Lessee” means the City of Paducah, Kentucky, Kentucky, a municipal corporation and political subdivision of the Commonwealth of Kentucky.

“Lessor” means Community Financial Services Bank, or its successors or assigns.

“Ordinance” means the ordinance adopted by the Governing Body of the Lessee on December 13, 2016.

“Project” means, the Project, as described in Exhibit A, and any replacements or additions thereto permitted under the provisions of Section 13 hereof.

“Project Costs” means all costs of payment of, or reimbursement to the Lessee of amounts paid or advanced by it for costs of acquisition, construction, installation and equipping of the Project.

“Purchase Price” means, as of any Purchase Price Date, the amount set forth in Exhibit C, which Lessee may pay to purchase the Project.

“Purchase Price Date” means the applicable date referred to in Exhibit C on which Lessee may purchase the Project by payment of the applicable Purchase Price.

“Reimbursement Amount” means \$ _____, the amount expended by the Lessee on the Project prior to the Commencement Date.

“Sinking Fund” means the fund established or maintained by the Lessee in accordance with the Ordinance, from which Lease Payments shall be made.

“Taxable Rate of Interest” means the interest rate identified as such in Exhibit B.

(b) References to sections or exhibits, unless otherwise indicated, are to sections of or exhibits to this Lease.

Section 2. Lease of Project. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Project in accordance with the provisions of this Lease, to have and to hold for the Lease Term. Upon the acquisition of the Project, all leasehold rights granted to Lessee by Lessor under this Lease shall vest in Lessee, without any further action on the part of Lessor.

Section 3. Deposit of Funds. There is hereby established by the Lessee with the Construction Depository an Acquisition Fund, into which the net proceeds of the Lease, after disbursement of the Reimbursement Amount, in the amount of \$ _____ shall be deposited. On the Commencement Date the Lessor shall remit to the Lessee the Reimbursement Amount and thereupon transfer the balance of the proceeds of the Lease to the Construction Depository for deposit in the Acquisition Fund. Any funds in the Acquisition Fund shall be invested by the Lessee and in accordance with Section 66.480 of the Kentucky Revised Statutes, as amended.

Section 4. Disbursements. The Lessee may disburse the moneys in the Acquisition Fund for payment of, or reimbursement for payment of, the following:

(i) The Project Costs;

(ii) Expenses incurred in connection with the authorization, issuance and delivery of the Lease and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting and printing fees, expenses and charges and all recording, filing, title examination or insurance, and any other fees, expenses or charges relating to the Project or the Lease; and

(iii) Any other costs, expenses, fees and charges properly chargeable to the Project Costs; and

The Lessee shall maintain complete and accurate records of any disbursements from the Acquisition Fund for the payment of Project Costs.

Section 5. Acceptance of Project. Upon any disbursement from the Acquisition Fund as provided in Section 4 hereof, the Lessee shall certify to the Lessor its acceptance of that portion of the Project which is the subject of such disbursement.

Section 6. Term. (a) The term of this Lease will be the period commencing on the Commencement Date and ending on the Final Maturity Date, unless the Lessee exercises its Purchase Option prior to the Final Maturity Date, and this Lease will terminate at the earlier of 12:00 p.m. on the Final Maturity Date, the payment of all Lease Payments or on a sooner Purchase Price Date.

Section 7. Rent. (a) Lessee agrees to pay to Lessor during the Lease Term the Lease Payments, including the interest components thereof, equal to the amounts provided below in this Section. The Lease Payments during the Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) Lessee agrees to deposit the Base Rent in the Sinking Fund and to pay directly to the Lessor from the Sinking Fund the following amounts:

(i) Lessee agrees to pay the Lease Payments specified in Exhibit B. Each payment shall be applied first to payment of the interest component of the Lease Payment. Lessee may make an advance payment of the full amount of the principal components then outstanding of Base Rent; provided, however, that such advance payment shall also include the prepayment premium set forth in Section 18 hereof.

(c) Lessee agrees to pay to the Lessor the following amounts as Additional Rent:

(i) Lessee represents that no charges or taxes (local, state or federal) are currently imposed on the ownership, leasing, rental, sale, purchase, possession or use of the Project, exclusive of taxes on or measured by Lessor's income, and acknowledges that no

provision has been made for the inclusion of any such charges or taxes in the Base Rent. If during the Lease Term, the ownership, leasing, rental, sale, purchase, possession or use of the Project shall result in the imposition on Lessor of any charges or taxes (local, state or federal), exclusive of taxes on or measured by Lessor's income, Lessee shall promptly pay to Lessor, upon receipt from Lessor of a statement therefor, as Additional Rent an amount equal to those charges and taxes imposed on Lessor;

(ii) Should the Lessee materially breach its obligations under this Lease, the Lessee will pay to Lessor as Additional Rent all reasonable costs and expenses incurred or to be paid by the Lessor under the Lease, including Lessor's out-of-pocket expenses and Lessor's reasonable attorney fees and out-of-pocket expenses incurred during the term of the Lease which were not part of the original cost of the Project, reasonably related to the Lessee's material breach; and

(iii) Lessee shall pay the Lessor as Additional Rent the Default Rate on the amount overdue from the applicable Lease Payment Date to the date of payment in the event any Lease Payment is fifteen (15) days late.

(d) If Lessee shall not make payment of all or any part of that Additional Rent, the Lessor shall have the right, but shall not be obligated, to pay or advance the amount of such Additional Rent. If the Lessor pays any portion of such Additional Rent, Lessee shall pay Lessor, no later than the next Lease Payment Date, an amount equal to the sum of such Additional Rent and the costs incurred by Lessor in making such payment or advance, including the amount Lessor would have earned from investment of the amount paid or advanced before repayment thereof as determined by using the Default Rate. Lessor shall notify Lessee in writing of the costs incurred in any case of its paying or advancing such Additional Rent. If Lessor pays or advances such Additional Rent, and is repaid as provided for in this paragraph, then such initial failure to pay shall be deemed to be cured and shall not be deemed to be an Event of Default under Section 20 of this Lease. Lessor shall provide the Lessee written notice of its intent to pay any monies as contemplated by the paragraph. Notice must be delivered to the Lessee twenty-four hours before Lessor pays any monies so that Lessee has an opportunity to first cure.

(e) Lease Payments shall be payable at the principal commercial lending office of the Lessor or at such other place as Lessor may from time to time designate in writing.

Section 8. Actions Relating to Tax Exemption of Interest Components. (a) Lessee covenants that it will restrict the use of moneys realized under this Lease or otherwise in connection with the acquisition and financing of the Project in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Lease, so that there will not exist at any time any obligation in connection with this Lease or the Project that constitutes an obligation the interest on which is includable in gross income for federal income tax purposes or constitutes an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of the Lessee having responsibility with respect to the execution and delivery of this Lease shall, alone or in conjunction with any other officer, employee or agent of or consultant to the Lessee, give an appropriate certificate of the

Lessee pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of the Lessee on the date of entering into this Lease regarding this Lease and the use of those moneys. Lessee agrees to complete and file or cause to be filed in a timely manner an information reporting return on IRS Form 8038-G with respect to this Lease as required by the Code.

(b) Lessee represents and covenants that it will not use the Project, or permit the Project to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes of the component of the Lease Payments designated as interest on Exhibit B afforded under Section 103(a) of the Code.

(c) The Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the Lease Payments designated as the Interest Component on Exhibit B hereto.

(d) In the event that at anytime the yield to the Lessor is decreased by any change in the limitation in the deductibility of the interest paid on debt incurred by the Lessor to carry tax exempt obligations from that which is presently incurred by the Lessor, or in the event there shall occur any other change in law which lessens the Tax Equivalent Yield to the Lessor, then the Lessee shall make a supplemental payment to the Lessor annually, on written demand by the Lessor, in an amount which is equal to the amount necessary on an after tax basis to preserve the same Tax Equivalent Yield. For purposes of this paragraph, Tax Equivalent Yield means the rate used to determine the interest portion of the Lease Payments (the "Implicit Rate of Interest") divided by the remainder resulting from subtracting the current maximum federal corporate income tax rate from one. In the event that for any reason the interest portion of the Lease Payments is determined not to be exempt from Federal income tax, the Implicit Rate of Interest will increase to a rate equal to the Taxable Rate of Interest. In addition, Lessee will pay an amount equal to the difference between the portion of the Lease Payments which constituted interest which were actually paid and the interest which would have been paid if the Implicit Rate of Interest would have been the Taxable Rate of Interest from the Commencement Date, plus any penalties, interest, assessments and additions to tax payable by the Lessor as a result of the loss of the tax-exempt status of interest on the Lease.

Section 9. Authority and Authorization; General Obligation Pledge. Lessee represents, covenants and warrants, and will deliver to Lessor an opinion of its counsel to the effect that: (i) the Lessee is a political subdivision of the Commonwealth, duly organized and validly existing under and by virtue of the laws of the Commonwealth; (ii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; and (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. Lessee agrees and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; (ii) it has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Lease as a valid obligation on its part; and (iii) it has duly adopted the Ordinance adopting the tax to provide sufficient funds to pay all amounts due under this Lease.

The obligation of the Lessee created by this Lease shall be a full general obligation of the Lessee and, for the payment of the Lease Payments, the full faith, credit and revenue of the Lessee

are hereby pledged for the prompt payment thereof. During the period of the Lease is outstanding, there shall be levied on all taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the Lease payments when and as due; provided, however, that in each year to the extent that the other taxes of the Lessee are available for the payment of the Lease Payments and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other taxes so available and appropriated. As provided in the Ordinance, the funds derived from said tax levy hereby required or other available taxes shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of all bonds issued under KRS Chapter 66 and Tax Supported Leases, as defined in KRS Chapter 66, including the Lease Payments, when and as the same fall due.

Section 10. Title. (a) Lessee will retain title to the Project during the Lease Term, subject to the Lessor's rights under this Lease. Lessor and Lessee agree that this Lease or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Project and the Lease.

(b) The Project shall become the property of Lessee in fee simple absolute and Lessor's interest therein shall pass to Lessee without cost upon (i) Lessee's exercise of the Purchase Option granted in Section 18 hereof, or (ii) the complete payment and performance by Lessee of all of its obligations during the Lease Term. It is hereby acknowledged by Lessor and Lessee that Lessee will purchase the Project on the terms set forth in this Lease.

Section 11. Real Property. The Project constitutes and will remain real property and not personal property.

Section 12. Use; Maintenance and Repair; Indemnification. (a) Lessee will: (i) use the Project in a careful manner for the use contemplated by this Lease and the Kentucky Revised Statutes with respect to public property; (ii) comply with all laws, insurance policies and regulations relating to the use and maintenance of the Project; and (iii) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Project.

(b) Lessee, at its expense, will: (i) keep the Project in good condition and furnish all parts, mechanisms and devices required therefor, and (ii) obtain and maintain any governmental licenses and permits required for ownership of the Project.

(c) Lessee will maintain, or by contract provide for the proper maintenance of, the Project in accordance with this Section 12 during the Lease Term.

(d) Lessor agrees that during the Lease Term it will not impair the Lessee's abilities to maintain the Project.

(e) To the extent permitted by law, Lessee releases Lessor from, agrees that Lessor shall not be liable for and indemnifies Lessor against causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses except as may be limited by law or judicial order or decision entered in any action brought to recover moneys under this Section) imposed upon, incurred by or asserted against Lessor on account of (a) ownership of any interest in the Project or any part thereof, (b) any accident, injury or death to persons or damage to property occurring on or

about the Project or any part thereof or the adjoining sidewalks, curbs, streets or ways, (c) any use, disuse or condition of the Project or any part thereof, or the adjoining sidewalks, curbs, streets or ways, (d) any failure on the part of Lessee to perform or comply with any of the terms hereof or (e) the performance of any labor or services or the furnishing of any materials or other property in respect of the Project or any part thereof. In case any action, suit or proceeding is brought against Lessor for any such reason, Lessee, upon the request of Lessor, will at Lessee's expense, cause such action, suit or proceeding to be resisted and defended by Independent Counsel.

Section 13. Alterations. Following completion of the Project, Lessee will not make any alterations, additions, substitutions or replacements to the Project which would have an adverse effect on either the nature of the Project or the functionality or value of the Project. Any alterations, additions or improvements to the Project and any substitutions or replacements, shall be and be considered to constitute a part of the Project.

Section 14. Location; Inspection. Lessor will be entitled to enter upon the Project or elsewhere during reasonable business hours to inspect, or observe the use of the Project.

Section 15. Liens and Encumbrances. Except for liens and encumbrances to which Lessee and Lessor consent in writing, Lessee and Lessor shall keep the Project free and clear of all liens and encumbrances except those created or permitted under this Lease.

Section 16. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss or damage to the Project from any cause whatsoever. No loss of or damage to, or appropriation by governmental authorities of, or defect in or unfitness or obsolescence of, the Project will relieve Lessee of the obligation under this Lease. Lessee will promptly repair or replace any portions of Project lost, destroyed, damaged or appropriated which are necessary to maintain the Project.

Section 17. Insurance. (a) Lessee, during the term of this Lease, shall maintain, with any loss deductible commonly used by Lessee, casualty insurance covering all parts of the Project.

(b) Casualty insurance may be provided under blanket or similar coverage insuring other facilities of the Lessee. Such insurance may be a combination of self-insurance and an excess liability policy.

Section 18. Purchase Option. Lessee, upon 30 days prior written notice to Lessor shall have the right to purchase the Project on any Purchase Price Date by paying to Lessor the Lease Payment then due together with the Purchase Price relating to that date. The Purchase Price shall be the amount set forth in Exhibit B hereto..

Section 19. Assignments. (a) Lessee may not, without the prior written consent of Lessor: (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease or the Project (without replacement or substitution) or any interest in this Lease or the Project, or (ii) sublease the Project or permit it to be operated by anyone other than Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance of the Project.

(b) Lessor may, at any time and from time to time without Lessee's consent, assign, transfer or otherwise convey all or any part of its interest in the Project or this Lease, including

Lessor's rights to receive the Lease Payments or any part thereof (in which event Lessee agrees to make all Lease Payments thereafter to the assignee designated by Lessor) and to receive tax indemnity payments pursuant to Section 8(d) hereof. During the term of this Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code.

(b) Subject to the preceding subsection this Lease inures to the benefit of and is binding upon the successors or assigns of the parties to this Lease.

Section 20. Events of Default. The occurrence of any one or more of the following events constitutes an "Event of Default" under this Lease:

(a) Lessee's failure to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and the failure continues for 15 days after the due date;

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease, and the failure is not cured or steps satisfactory to Lessor taken to cure the failure, within 15 days after written notice of the failure to Lessee by Lessor; or

(c) The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant to or in connection with this Lease is false, misleading or erroneous in any material respect.

Section 21. Remedies. Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Project, to whichever the Event of Default pertains:

(a) Upon an Event of Default described in Section 20(a) hereof, by appropriate court action, enforce the pledge set forth in Section 2 of the Ordinance and Section 9 of this Agreement so that during the remaining Lease Term there is levied on all the taxable property in the City of Paducah, Kentucky, Kentucky, in addition to all other taxes, without limitation as to the rate or amount, a direct tax annually in an amount sufficient to pay the Lease Payments when and as due;

(b) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the Commonwealth of Kentucky or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Project.

Lessee will remain liable for all covenants and obligations under this Lease, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Lessor with respect to the enforcement of any of the remedies under this Lease, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred and enforced the remedies set forth in clauses (a) and (b) of this Section 21. The remedy set forth in clauses (a) of this Section 21 shall only be available for an Event of Default described in Section 20(a) and any satisfaction of Lease Payments as a result of actions taken under clause (b) of

this Section 21 shall reduce the amount of the direct annual tax required to be levied under clause (a) of this Section 21.

Section 22. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified or registered mail, return receipt requested, to the party at its address stated below or at such other address as the party may provide in writing from time to time. All parties listed below shall be sent a copy of any notice sent to any party pursuant to this Lease.

If to Lessee: City of Paducah, Kentucky, Kentucky
300 South 5th Street
Paducah, Kentucky 42003
Attn: Finance Director

and a copy to the then City Attorney

If to Lessor: Community Financial Services Bank
P.O. Box 467
Benton, Kentucky 42025
Attention: Mr. Randell Blackburn

Section 23. Headings. All section headings contained in this Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 24. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

Section 25. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

Lessor and Lessee agree that this Lease or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Project and this Lease.

Section 26. Special Representations and Covenants of Lessor. Lessor represents that Lessor is a banking corporation duly organized, existing and in good standing under the laws of the Commonwealth of Kentucky; has full and complete power to enter into the Lease and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

Section 27. Special Representations and Covenants of Lessee. Lessee represents that it is a municipal corporation and political subdivision of the Commonwealth of Kentucky responsible for promoting the health, safety, moral and general welfare of the inhabitants of the City and that the acquisition and financing of the Project, and the leasing of the Project, will advance such purposes. Lessee further represents that it intends to the maximum extent possible to support and maintain the Project due to the essential nature of said Project.

Section 28. DISCLAIMER OF WARRANTIES: THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY PORTION OF THE PROJECT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT.

Section 29. Entire Agreement; Amendment; Severability. (a) This Lease, together with attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Lease, constitute the entire agreement between the parties with respect to the lease of the Project.

(b) This Lease may not be modified, amended, altered or changed except with the written consent of Lessee and the Lessor.

(c) In any provision of, or any covenant, obligation or agreement contained in this Lease is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Lease. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement by their authorized officers on the dates of the respective acknowledgments but as of January 24, 2017.

**CITY OF PADUCAH, KENTUCKY,
KENTUCKY**

By: _____
Mayor

ATTEST:

City Clerk

[Signatures continue on the following page.]

COMMUNITY FINANCIAL SERVICES BANK

By: _____
Title: _____

EXHIBIT A

PROJECT

The Project consists of the acquisition, construction, installation and equipping of improvements to the Julian Carroll Convention Center located on the following site:

EXHIBIT B

LEASE PAYMENTS

Date	Principal Component	Interest Component*	Total Base Rent	Declining Balance
7/24/2017	\$21,208	30,855.00	52,063.00	\$3,000,000.00
1/24/2018	21,209	29,490.04	50,699.04	2,978,792.00
7/24/2018	24,102	29,280.07	53,382.07	2,957,583.00
1/24/2019	24,102	29,041.46	53,143.46	2,933,481.00
7/24/2019	23,622	28,802.85	52,424.85	2,909,379.00
1/24/2020	23,623	28,568.99	52,191.99	2,885,757.00
7/24/2020	23,821	28,335.13	52,156.13	2,862,134.00
1/24/2021	23,820	28,099.30	51,919.30	2,838,313.00
7/24/2021	24,158	27,863.48	52,021.48	2,814,493.00
1/24/2022	24,158	27,624.32	51,782.32	2,790,335.00
7/24/2022	24,639	27,385.15	52,024.15	2,766,177.00
1/24/2023	24,639	27,141.23	51,780.23	2,741,538.00
7/24/2023	25,265	26,897.30	52,162.30	2,716,899.00
1/24/2024	25,265	26,647.18	51,912.18	2,691,634.00
7/24/2024	26,241	26,397.05	52,638.05	2,666,369.00
1/24/2025	26,241	26,137.27	52,378.27	2,640,128.00
7/24/2025	26,071	25,877.48	51,948.48	2,613,887.00
1/24/2026	26,071	25,619.38	51,690.38	2,587,816.00
7/24/2026	203,103	25,361.28	228,464.28	2,561,745.00
1/24/2027	203,103	23,350.56	226,453.56	2,358,642.00
7/24/2027	207,144	21,339.84	228,483.84	2,155,539.00
1/24/2028	207,145	19,289.11	226,434.11	1,948,395.00
7/24/2028	211,267	17,238.38	228,505.38	1,741,250.00
1/24/2029	211,266	15,146.83	226,412.83	1,529,983.00
7/24/2029	215,470	13,055.30	228,525.30	1,318,717.00
1/24/2030	215,470	10,922.15	226,392.15	1,103,247.00
7/24/2030	219,758	8,788.99	228,546.99	887,777.00
1/24/2031	219,758	6,613.39	226,371.39	668,019.00
7/24/2031	224,130	4,437.78	228,567.78	448,261.00
1/24/2032	224,131	2,218.90	226,349.90	224,131.00
	<u>\$3,000,000.00</u>	<u>\$667,825.19</u>	<u>\$3,667,825.19</u>	

*The Interest Component of Base Rent is based on an interest rate equal to 1.98% per annum through and including the Final Maturity Date.

“Taxable Rate of Interest” means an interest rate per annum equal to 3.15%.

EXHIBIT C

PURCHASE SCHEDULE

On any Lease Payment Date, a sum necessary to pay the then existing aggregate Declining Balance, as set forth in Exhibits B, plus any Interest Component accrued to the date of such prepayment.

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Exhibit B

[Form of Interlocal Agreement]

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of January 1, 2017 by and between the CITY OF PADUCAH, KENTUCKY (the "City") and the COUNTY OF McCRACKEN, KENTUCKY (the "County").

WITNESSETH

WHEREAS, the City, the County, the Paducah-McCracken County Convention and Visitors Bureau, F/K/A Paducah-McCracken County Tourist and Convention Commission (the "Bureau") and the Paducah-McCracken County Convention Center Corporation (the "Corporation"), heretofore entered into an Interlocal Cooperation Compact dated as of June 1, 2001, as amended and supplemented by the First Amendment to Interlocal Cooperation Compact dated as of July 1, 2010 (collectively, the "Existing Interlocal Compact") to develop and implement a plan of financing and refinancing improvements to the Julian Carroll Convention Center and to construct the Four Rivers Center for the Performing Arts (collectively, the "2001 Project"); and

WHEREAS, the Existing Interlocal Compact establishes that one-third (33 1/3%) of the special transient room taxes levied by the County in accordance with Sections 91A.390 and 91A.392 of the Kentucky Revised Statutes, as amended (the "Room Tax") are pledged as security for the City's outstanding General Obligation Refunding Bonds, Series 2010B (the "Series 2010B Bonds") and to be deposited in the bond fund for the Series 2010B Bonds so long as the Series 2010B Bonds remain outstanding; and

WHEREAS, the Series 2010B Bonds have a final maturity date of June 1, 2026; and

WHEREAS the City and the County have determined that it is necessary and desirable that additional improvements be undertaken to the Julian Carroll Convention Center, including related and appurtenant costs (the "New Project"); and

WHEREAS, the City and the County have further determined and do hereby confirm, after consultation with the Bureau and the Corporation and solicitation of financing proposals, that the most cost effective form of financing the New Project is through a General Obligation Lease Agreement in an aggregate principal amount not to exceed \$3,000,000 (the "Financing Lease") between the City and Community Financial Services Bank (the "Financing Lessor") to be entered into pursuant to the provisions of Section 65.940 through 65.956, inclusive, of the Kentucky Revised States, as amended (the "Governmental Leasing Act"); and

WHEREAS, each of the City and the County have determined that the New Project constitutes a public project, for which each of the City and the County would be individually authorized to issue general obligation leases under the Governmental Leasing Act; and

WHEREAS, pursuant to Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Act"), the City and the County may join together to accomplish what each may accomplish individually; and

WHEREAS, the City and the County have determined that it is in the public interest that the New Project be financed by the City; and

WHEREAS in order to induce the City to issue the Financing Lease and thereby provide financing for the New Project, the City and the County have determined that it is necessary and desirable that the City and the County enter into this Agreement to provide for the pledge of the Pledged Tax to the payment of the principal of, and interest on, the Financing Lease for so long as the Financing Lease or obligations issued to refund the Financing Lease remain outstanding and unpaid in full; provided, however, that such pledge shall remain inferior and subordinate to the pledge thereof under the Existing Interlocal Compact to the Series 2010B Bonds for so long as the Series 2010B Bonds or any obligations issued to refund the Series 2010B Bonds remain outstanding and unpaid in full; and

WHEREAS, as a result to the foregoing findings, the City and the County have determined that it is advantageous and in the best interests of the inhabitants of the City and the County that the City proceed to undertake the acquisition, construction and financing of the New Project in the most cost effective manner pursuant to this Agreement and the Interlocal Act; and

WHEREAS, the City and the County now wish to establish their respective rights and duties in connection with the financing of the Project and memorialize their arrangements for the allocation of the Pledged Tax in order to provide for the orderly payment and retirement of the Financing Lease, all in accordance with the Interlocal Act and the Governmental Leasing Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS BETWEEN THE PARTIES, IT IS AGREED AS FOLLOWS:

DEFINITIONS

The following capitalized terms shall have the following meanings as utilized in this Agreement:

"CITY" means the City of Paducah, Kentucky acting by and through its City Commission.

"CODE" means the Internal Revenue Code of 1986 as amended and all Regulations promulgated thereunder.

"CONSTRUCTION FUND" means the account established by the Financing Lease into which the proceeds of the Financing Lease shall be deposited.

"COUNTY" means the County of McCracken, Kentucky acting by and through its Fiscal Court.

"DATE OF DELIVERY" means the date on which the Financing Lease is delivered to the Financing Lessor.

"DEBT SERVICE" means the aggregate annual principal and interest requirements of the Financing Lease.

"DUE DATE" means each date under the Financing Lease on which a payment of principal of, or interest on, the Financing Lease (or any obligations issued to refund the Financing Lease) is due and payable.

"EXISTING INTERLOCAL COMPACT" means the Interlocal Cooperation Compact dated as of June 1, 2001, as amended and supplemented by the First Amendment to Interlocal Cooperation Compact dated as of July 1, 2010, among the City, the County, the Bureau and the Corporation.

"FINANCING LEASE" means the General Obligation Lease Agreement dated of its date of initial issuance and delivery, between the City, as lessee, and Community Financial Services Bank, as lessor, in an aggregate principal amount not to exceed \$3,000,000, as authorized pursuant to the provisions of the Governmental Leasing Act.

"FINANCING LESSOR" means Community Financial Services Bank, a Kentucky banking corporation, its successors and assigns.

"FINANCING ORDINANCE" means the Ordinance passed and adopted by the City Commission of the City authorizing the issuance of the Financing Lease.

"GOVERNMENTAL LEASING ACT" means Sections 65.940 through 65.956, inclusive, of the Kentucky Revised Statutes, as amended.

"INTERLOCAL ACT" means Sections 65.210 through 65.300 inclusive, of the Kentucky Revised Statutes, as amended.

"PLEDGED TAX" means 33 1/3% of the Room Tax.

"ROOM TAX" means the special transient room taxes levied by the County in accordance with Sections 91A.390 and 91A.392 of the Kentucky Revised Statutes, as amended.

"TERM OF THE FINANCING LEASE" means the period beginning with the dated date of the Financing Lease and running until the last principal maturity of the Financing Lease is paid and retired, including all interest thereon.

"NEW PROJECT" means the acquisition, construction, installation and equipping of improvements to the Julian Carroll Convention Center, including reimbursement to the City of the costs of a portion of such improvements heretofore incurred by the City.

GENERAL FINANCING PLAN

It is the intention of the parties to this Agreement to set forth their respective rights and duties in connection with financing certain portions of the New Project.

The County hereby consents and agrees to the issuance of the Financing Lease by the City as an alternative to the procedures set forth in KRS 91A.390. The City shall issue the Financing Lease in an aggregate principal amount not to exceed \$3,000,000 which, after the deduction of the expenses incident to the authorization and issuance of said Financing Lease,

shall be utilized to pay the costs of the acquisition, construction and installation of the New Project, including reimbursement to the City of the costs of such improvements heretofore incurred by the City,. The Lease shall be secured by the full faith, credit and taxing power of the City, provided, however, that the County shall remit to the City, as and when received by the County, the Pledged Tax up the amount of the Debt service on the Financing Lease as hereinafter set forth, but only after application of the Pledged Tax in the manner and in the amounts required under the Existing Interlocal Compact, which amounts, as and when received by the City, shall be applied by the City solely to the payment of (or reimbursement to the City for the payment of) the principal and interest requirements on the Financing Lease through and including the final maturity date of the Financing Lease or any obligations issued to refund the Financing Lease.

RIGHTS AND DUTIES OF THE CITY

The City shall adopt an ordinance authorizing the Financing Lease and issue the Financing Lease pledging the full faith and credit of the City. After deducting the expenses incident to the authorization and issuance of said Financing Lease, the City shall deposit the proceeds of the Financing Lease in a designated construction fund and utilize such amounts to pay the costs of the acquisition, construction and installation of the New Project, including reimbursement to the City of the costs of such improvements heretofore incurred by the City,.

The City shall apply any the Pledged Tax received by it from the County solely to the payment of principal of, and interest on, the Financing Lease (or any obligations issued to refund the Financing Lease) through and including the final maturity date of the Financing Lease or the final maturity date of any obligations issued to refund the Financing Lease.

The City shall not be responsible in any way for the ongoing operation and maintenance of the New Project.

RIGHTS AND DUTIES OF THE COUNTY

The County shall collect the Room Tax on a monthly basis and continue to allocate the gross proceeds of the Room Tax in the manner set forth in the Existing Interlocal Compact until such time as the Series 2010B Bonds or any obligations issued to refund the Series 2010B Bonds have been paid in full. So long as the Series 2010B Bonds or any obligations issued to refund the Series 2010B Bonds remain outstanding, any receipts of the Pledged Tax in excess of all amounts required to be funded with the Pledged Tax under the Existing Interlocal Compact during any calendar year (but only up to the amount of the Debt Service for the Financing Lease incurred in such calendar year), shall be deposited by the County with the City on or before January 31 of the ensuing calendar year for reimbursement to the City for the Debt Service paid on the Financing Lease (or any obligations issued to refund the Financing Lease) during the calendar year that ended on the December 31 that immediately preceded the date of such January 31 deposit, with such payments to continue through and including the January 31 immediately succeeding the final maturity date of the Financing Lease or the final maturity date of any obligations issued to refund the Financing Lease.

On or before the January 31 of each calendar year following the retirement in full of the Series 2010B Bonds or any obligations issued to refund the Series 2010B Bonds, the County

shall remit to the City the Pledged Tax receipts for the immediately preceding calendar year in an amount equal to the Debt Service incurred by the City for the Financing Lease during the calendar year ending on the December 31 immediately preceding such remittance, with such remittance to continue through and including the January 31 immediately succeeding the final maturity date of the Financing Lease or the final maturity date of any obligations issued to refund the Financing Lease. The amounts so collected by the City shall be applied by the City solely to reimburse the City for the Debt Service paid by the City on the Financing Lease (or any obligations issued to refund the Financing Lease) during the immediately preceding calendar year ending on December 31.

The County shall not be responsible in any way for the ongoing operation and maintenance of the New Project.

AGREEMENT AS CONTRACT; FINANCING LESSOR AS THIRD PARTY BENEFICIARY

This Agreement is made for the benefit and security of the City and all those who may become the Financing Lessor (or the registered assignee of the Financing Lessor).

DECLARATION OF PUBLIC POLICY

The City and the County hereby declare that it is in the best interest of each to cooperate, in the development of the New Project, which is declared to be a public project for public purposes as defined in the Kentucky Revised Statutes, and in accordance with this declaration have entered into this Agreement pursuant to the provisions of the Interlocal Act in order that the public policy goals inherent in the New Project may be realized by the City and the County.

DURATION AND TERMINATION; AMENDMENTS

This Agreement shall become operational and have force and effect upon its execution and approval by the Department for Local Government pursuant to KRS 65.260, and the filing of this Agreement with the Clerk of the County of McCracken, Kentucky, all pursuant to the Interlocal Act. The duration of this Agreement shall be from its effective date through and including the date the January 31 immediately succeeding the date the Financing Lease (or any obligation(s) issued to refund the Financing Lease) is paid in full, whereupon this Agreement shall be deemed terminated. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by each of the parties hereto; provided that no change, alteration or amendment shall be made to the terms hereof so long as the Financing Lease remains outstanding without the consent of the City and the Financing Lessor.

NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of the City or the County shall be subject to any personal liability for any debt or contract created by this Agreement or as a result thereof

NATURE OF AGREEMENT

The City and the County agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any

relationship of surety, indemnification or responsibilities for debts, liabilities or claims, or liabilities incurred by any of the City or the County in their governmental operations, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that the County or the City would otherwise be entitled to under any applicable law.

MISCELLANEOUS

This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and transferees.

Nothing expressed or implied herein is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the Financing Lessor, any right, remedy or claim by reason of this Agreement or any term hereof, and all terms contained herein shall be for the sole and exclusive benefit of the parties hereto, and their successors and permitted transferees and said Financing Lessor.

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

If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement or the applicability of the provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances.

This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by each of the parties hereto.

This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PADUCAH, KENTUCKY, Authorized
by Action of the City Commission of the City on
December 13, 2016

Mayor

Attest:

City Clerk

COUNTY OF MCCRACKEN, KENTUCKY,
Authorized by Action of the Fiscal Court of the County
on December 27, 2016

Judge/Executive

Attest:

Fiscal Court Clerk

The foregoing instrument was prepared by:

Dirk M. Bedarff, Esq.
Dinsmore & Shohl LLP
50 East RiverCenter Boulevard, Suite 1150
Covington, Kentucky 41011

COMMONWEALTH OF KENTUCKY
OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT
1024 CAPITAL CENTER DRIVE, SUITE 340 -
FRANKFORT, KENTUCKY 40601-8204
(502) 573-2382

INTERLOCAL COOPERATION AGREEMENT

between

McCracken County, Kentucky and
Cite of Paducah, Kentucky

Approved _____, 2017

By: _____
Commissioner, Department of Local Government

10840974v1

NOTICE OF ADOPTION AND SUMMARY OF ORDINANCE NO. _____

The City Commission of the City of Paducah, Kentucky, at a meeting held on December 13, 2016, gave second reading to, and adopted, the following ordinance:

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING AND APPROVING A GENERAL OBLIGATION LEASE WITH COMMUNITY FINANCIAL SERVICES BANK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000 TO PROVIDE FINANCING FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF IMPROVEMENTS TO THE JULIAN CARROLL CONVENTION CENTER, INCLUDING RELATED AND APPURTENANT COSTS; PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE; CREATING A SINKING FUND; AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH LEASE; MAKING CERTAIN DESIGNATIONS REGARDING SUCH LEASE; AND AUTHORIZING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF MCCRACKEN, KENTUCKY TO PROVIDE ADDITIONAL SOURCES OF PAYMENT FOR THE PRINCIPAL OF, AND INTEREST ON, SUCH LEASE.

The Ordinance authorizes the City of Paducah, Kentucky (the "City") to (i) execute and deliver a general obligation lease agreement (the "Financing Lease") in the maximum aggregate principal amount of \$3,000,000 with Community Financial Services Bank (the "Financing Lessor") in order to finance improvements to the Julian Carroll Convention Center, and (ii) an Interlocal Cooperation Agreement (the "Interlocal Agreement") with the County of McCracken, Kentucky (the "County"), whereby the County will remit to the City a portion of certain taxes collected by the County under Sections 91A.390 and 91A.392 of the Kentucky Revised Statutes, as amended, in order to provide funds to the City to pay, or reimburse the City for the payment of, debt service on the Financing Lease.

The Ordinance approves the forms of the Financing Lease and the Interlocal Agreement presented to the City Commission of the City and authorizes the Mayor and City Clerk to execute the Financing Lease and the Interlocal Agreement with such changes therein as shall not be adverse to the City and as may be approved by the Mayor and City Clerk.

The Ordinance further provides for a general obligation pledge to assess sufficient taxes to comply with the obligations to pay lease payments under the Financing Lease. The full text of the section relating to the pledge to levy and assess a tax to pay the Financing Lease is as follows:

“Section 2. General Obligation Pledge. Pursuant to the Constitution of the Commonwealth and Chapter 66 of the Kentucky Revised Statutes, as amended (the "General Obligation Statutes"), the obligation of the City created by the Financing Lease shall be a full general obligation of the City and, for the prompt payment of the Lease Payments (as defined in the Financing Lease), the full faith, credit and revenue of the City are hereby pledged. During the period the Financing Lease is outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the Financing Lease Payments on the Financing Lease when and as due, it being hereby found and determined that current tax rates are within all

applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year to the extent that the other taxes or revenues of the City are available for the payment of the Lease Payments and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other taxes or revenues so available and appropriated.

The City Clerk of the City of Paducah hereby certifies that the above summary is true and correct and written in a way calculated to inform the public of its content. Full text of the above Ordinance is available in the Office of the City Clerk, 300 South Fifth Street, Paducah, Kentucky 42002.

/s/ Tammy Sanderson

City Clerk,
City of Paducah, Kentucky

CERTIFICATION

The undersigned Attorney at Law, licensed to practice in Kentucky, hereby certifies that the foregoing title summary of Ordinance No. _____ of the City of Paducah, Kentucky, was prepared by the undersigned and constitutes a general summary of essential provisions of said ordinance, reference to the full text of which ordinance is hereby made for a complete statement of its provisions and terms.

By: /s/ Dirk M. Bedarff, Esq.

Dinsmore & Shohl LLP
50 East River Center Boulevard, Suite 1150
Covington, Kentucky 41011

Agenda Action Form

Paducah City Commission

Meeting Date: December 6, 2016

Short Title: Amending Chapter 2-591(B) to specify what public officials have authority of citation officer under Code of Ordinances of the City of Paducah

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Glenn Denton and Fire Prevention Personnel
Presentation By: Steve Kyle

Background Information:

The Kentucky General Assembly passed HB 422 in 2016, which abolishes and phases out the Kentucky Nuisance Code Enforcement Act as of January 1, 2017, in favor of a Code Enforcement Board Structure.

The City of Paducah is modifying Chapter 42 of the Code of Ordinances to allow for the creation of a Code Enforcement Board, Code Enforcement Officers and other related Ordinances and Sections.

This Ordinance will repeal and replace Chapter 2-591 of the City of Paducah Code of Ordinances in its entirety and replace same.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation: Establish an Ordinance Amending Chapter 2-591(B) to specify what public officials have authority of Citation Officers under the Code of Ordinances of the City of Paducah.

Attachments: Ordinance

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016 – 12 - _____

**AN ORDINANCE AMENDING CHAPTER 2-591(B) AND
MODIFYING ITS CONTENT BY SPECIFYING WHAT PUBLIC
OFFICIALS HAVE THE AUTHORITY OF CITATION OFFICER
UNDER THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY.**

WHEREAS, the Kentucky General Assembly passed HB 422 in 2016, which abolishes and phases out the Kentucky Nuisance Code Enforcement Act as of January 1, 2017 in favor of a Code Enforcement Board structure; and

WHEREAS, the City of Paducah is modifying Chapter 42 of the Code of Ordinances of Paducah, Kentucky to allow for the creation of a Code Enforcement Board, Code Enforcement Officers, and other related ordinances and sections; and

WHEREAS, the City of Paducah desires to specify its Citation Officers; and

WHEREAS, this Ordinance will repeal and replace Chapter 2-591 of the City of Paducah Code of Ordinances in its entirety and replace same.

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

SECTION 1. Chapter 2, section 591 is repealed in its entirety and replaced as follows:

Sec. 2-591. - Designated officials.

(a) The City does hereby empower the individuals who serve in the hereinafter referenced positions to act in the position of Citation Officers and to have such authority and power as provided in KRS 83A.087.

(b) The positions which are hereby accorded with the authority of Citation Officer are as follows:

- (1) Fire Chief.
- (2) Fire Marshal.
- (3) Deputy Fire Marshall
- (4) Chief Building and Electrical Inspector.
- (5) Deputy Building Inspector.

- (6) Deputy Electrical Inspector.
- (7) Any person who is certified for Building or Electrical Inspection.
- (8) Code Enforcement Officer.
- (9) Parking Control Specialist.
- (10) City Engineer.
- (11) Stormwater and Drainage Engineer.

SECTION 2. Severability. If any section, subsection, or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

SECTION 3. Effective Date. This Ordinance shall be read on two separate days, published pursuant to KRS 424 and become effective on January 1, 2017.

GAYLE KALER, MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, December 6, 2016
Adopted by the Board of Commissioners, December 13, 2016
Recorded by City Clerk, December 13, 2016
Published by *The Paducah Sun*, _____, 2016
\ord\2-591 Citation Officer

Agenda Action Form

Paducah City Commission

Meeting Date: December 6, 2016

Short Title: Repealing Chapter 42, Sections 1 through 100 of the Nuisance Code and Related Ordinances and replacing them in their entirety

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Glenn Denton and Fire Prevention Personnel
Presentation By: Steve Kyle

Background Information:

The Kentucky General Assembly passed HB 422 in 2016, which abolishes and phases out the Kentucky Nuisance Code Enforcement Act as of January 1, 2017, in favor of a Code Enforcement Board Structure.

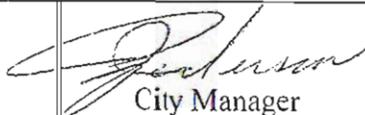
The City Commission desires to create, under KRS 65.8801 et seq. a City of Paducah Code Enforcement Board.

This Ordinance will Repeal Chapter 42, Sections 1 through 100 in its entirety; and will, upon the effective date, replace Sections 1 through 100 of Chapter 42

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation: Establish an Ordinance Repealing Chapter 42, Sections 1-100 and replacing them in their entirety and establishing a Code Enforcement Board

Attachments: Ordinance

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

AN ORDINANCE COMPLETELY REPEALING CHAPTER 42, SECTIONS 1 THRU 100, THE NUISANCE CODE AND RELATED ORDINANCES AND REPLACING THEM IN THEIR ENTIRETY WITH A CODE ENFORCEMENT BOARD AND RELATED ORDINANCES, THUS REVISING CHAPTER 42, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah has operated under the Kentucky Nuisance Code Enforcement Act to protect, promote, and improve the health, safety, and welfare of the citizens residing within the City of Paducah; and

WHEREAS, the Kentucky General Assembly passed HB 422 in 2016, which abolishes and phases out the Kentucky Nuisance Code Enforcement Act as of January 1, 2017 in favor of a Code Enforcement Board structure; and

WHEREAS, by authorizing the creation of a code enforcement board as authorized by KRS 65.8801 et seq. with the authority to protect, promote, and improve the health, safety, and welfare of the citizens residing within the City of Paducah and having the authority to issue remedial orders, impose civil fines and refer for criminal prosecution in order to provide an equitable, expeditious, effective and inexpensive method of ensuring compliance with the ordinances adopted herein and in force within the City;

WHEREAS, the City Commission of the City of Paducah, Kentucky, desires to utilize the authority granted in KRS 65.8801 et seq. by creating a City of Paducah Code Enforcement Board and enacting certain ordinances pursuant to KRS 65.8801; and

WHEREAS, this Ordinance will revise Chapter 42, sections 1 thru 100, of the City of Paducah Code of Ordinances in its entirety as written and replace same;

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

SECTION A. REPEAL: Upon the effective date, the current sections of Chapter 42, section 1 thru 100, are hereby repealed in their entirety, and replaced as described below.

SECTION B. REPLACEMENT: Upon the effective date, the section 1 thru 100 of Chapter 42 of the City of Paducah Code of Ordinances are replaced as follows:

Article I. SECTIONS 42-1 through 42-30 are hereby reserved.

Article II. SECTION 42-31. Title of article. This article shall be known and may be cited as the “Code Enforcement Board Ordinance.”

SECTION 42-32. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abatement costs may mean a city's necessary and reasonable costs for and associated with clearing, preventing unauthorized entry to, or demolishing all or a portion of a structure or premises, or taking any other action with regard to a structure or premises necessary to remedy a violation and to maintain and preserve the public health, safety and welfare in accordance with any city ordinance.

Citation shall mean a determination by the Code Enforcement Officer that a violation has been committed, and that determination shall be final, unless properly contested.

Code Enforcement Board shall mean the administrative body created herein and acting under the authority of the Local Government Code Enforcement Board Act, KRS 65.8801 to 65.8839.

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

Code shall mean any ordinances adopted by the city in chapter 42, articles I, II and/or III herein.

Final Order means any order: Issued by the code enforcement board in accordance with this ordinance that is not appealed; Created because a violator neither paid nor contested the citation as provided in this ordinance; Or created because a violator

failed to appear at a hearing the violator requested to contest the citation as provided in this ordinance.

Imminent Danger means a condition which is likely to cause serious or life-threatening injury or death at any time.

Owner means a person, association, corporation, partnership or other legal entity having a legal or equitable title in real property.

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

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

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

Sec. 42-33. - Creation and membership.

There is hereby created pursuant to KRS 65.8801 to KRS 65.88839 within the city, a City of Paducah Code Enforcement Board which shall be composed of five member(s), all of whom shall be residents and registered voters of the city for a period of at least one year prior to the creation of the board and shall reside there throughout the term in office.

Sec. 42-34. - General powers.

(a) The Code Enforcement Officer shall have the power to issue citations for violations of the code. Such citation shall be a final determination unless contested pursuant to the hearing procedures provided under section 42-40.

(b) The Code Enforcement Board shall have the power to conduct hearings, issue remedial and final orders and impose fines upon a final determination as a method of enforcing the nuisance code when a violation of the code has been determined by the Code Enforcement Officer and a contest to the board has been initiated.

(c) The Code Enforcement Board shall have the authority to conduct hearings and make determinations regarding all nuisance code violations, but shall not have the authority to conduct hearings and make determinations regarding violations of article IV- Noise of chapter 42 of the Paducah Code of Ordinances or violations of buildings and buildings regulations in chapter 18 of the Paducah Code of Ordinances.

(d) The Code Enforcement Board shall have the authority to conduct hearings and make determinations regarding appeals from the decision of the Deputy Chief/Fire Marshall of the Fire Prevention Division as to a rental occupancy permit set forth in section 42-41.5.

Sec. 42-35 - Appointment of members; term of office; removal from office.

(a) Members of the Code Enforcement Board shall be residents and registered voters of the city for a period of at least one year prior to joining the board and shall reside there throughout the term in office and shall be appointed by the Mayor of the City of Paducah, subject to the approval by the Paducah City Commission.

(b) The initial appointment to a five-member Code Enforcement Board shall be as follows:

- (1) Two members appointed to a one-year term.
- (2) Two members appointed to a two-year term.
- (3) One member appointed to a three-year term.

All subsequent appointments shall be for a term of three years. A member may be reappointed by the Mayor, subject to approval by the Paducah City Commission.

(c) The Mayor may appoint, subject to the approval of the legislative body, one alternate member to serve on the Code Enforcement Board in the absence of regular member(s).

(d) Any vacancy on the board shall be filled by the Mayor, subject to approval of the Paducah City Commission within 30 days of the vacancy. If the vacancy is not filled within that time period, the Paducah City Commission shall fill the vacancy.

(e) A code board member may be removed from office by the Mayor for absenteeism or inability to meet, misconduct, inefficiency, or willful neglect of duty. The Mayor must submit a written statement to the member and the Paducah City Commission setting forth the reasons for removal, but removal shall not be subject to approval of the Paducah City Commission.

Sec. 42-36. - Organization of board; meetings; quorum; and minutes

(a) If the board consists of five members, it shall annually elect a chair from among its members. The Chairman shall be the presiding officer and a full voting member of the board.

(b) Regular meetings of the Code Enforcement Board shall be held monthly on a date to be set by the board. Meetings other than those regularly scheduled shall be special meetings held in accordance with the requirements of the Kentucky Open Meetings Act, and the board may adopt a procedure for special meetings, if necessary.

(c) All meetings and hearings of the Code Enforcement Board shall be held in accordance with the requirements of KRS 65.8801 et seq., Roberts Rules of Order, the Kentucky Open Meetings Act, and the Kentucky Open Records Act.

(d) A majority of the members of the Code Enforcement Board shall constitute a quorum for all purposes. A decision reached by a quorum of the Code Enforcement Board present at a properly called meeting shall constitute a decision of the entire Board.

(e) Minutes shall be kept for all proceedings of the Code Enforcement Board and the vote of each member on any issue decided by the board shall be recorded in the minutes.

Sec. 42-37. - Conflict of interest.

Any member of the Code Enforcement Board who has any direct or indirect financial or personal interest in any matter to be decided, shall disclose the nature of the interest and shall disqualify himself from voting on the matter in which he has an interest and shall not be counted for purposes of establishing a quorum.

Sec. 42-38. - Jurisdiction.

The Code Enforcement Officer and Code Enforcement Board shall have jurisdiction to enforce and shall enforce those city ordinances and code provisions which specifically designated to the Code Board enforcement.

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

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

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

Sec. 42-40. - Enforcement hearing.

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

- (a) If the alleged violator desires to contest the citation, he or she may initiate a hearing before the Code Enforcement Board after a citation is issued by a Code Enforcement Officer.
- (b) Except as provided in subsection (c) below, if a Code Enforcement Officer believes, based on his personal observation or investigation, that a person has violated the code, he shall issue a notice of violation to the offender allowing the offender five (5) business days to remedy the violation without fine. The offender may be allowed a

reasonable extension of time to remedy the violation without fine at the discretion of the Code Enforcement Officer, if requested by the offender.

1. The notice of violation shall be reasonably calculated to inform the offender of the nature of the violation, and may be in the form of a posted sign notice on or near the door, if unsafe conditions exist for a property with a dwelling or structure, or in the form of a posted sign for vacant lots.

(c) If the offender fails or refuses to remedy the violation within the time allotted by the Code Enforcement Officer, the Code Enforcement Officer is authorized to issue a citation. The citation shall represent a determination by the Code Enforcement Officer that a violation has been committed, and that determination shall be final unless contested by the alleged violator and taken before the Code Enforcement Board.

(d) Nothing in this article shall prohibit the city from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible, or if other specific circumstances merit immediate abatement.

(e) The citation issued by the Code Enforcement Officer shall contain the following information:

1. The date and time of issuance;
2. The name and address of the person to whom the citation is issued;
3. The date and time the offense was committed;
4. The facts constituting the offense;
5. The section of the code or the number of the ordinance violated;
6. The name of the Code Enforcement Officer;
7. The fine that will be imposed for the violation if the person does not contest the citation;
8. The maximum fine that may be imposed if the person elects to contest the citation;
9. The procedure for the person to follow in order to pay the fine or to contest the citation;
10. A statement that if the person fails to pay the fine set forth in the citation or contest the citation, within the time allowed, the person shall be deemed to have waived the right to a hearing before the

Code Enforcement Board to contest the citation and that the determination that the violation was committed shall be final; and

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

(f) Upon receipt of a citation, the offender shall respond to the citation within seven business days of the date of receipt by either paying the fine or requesting, in writing, a hearing before the Code Enforcement Board to contest the citation. If the offender responds by paying the fine, the offender shall still be required to remedy the violation and will be given a reasonable time to remedy. If the offender fails to remedy the violation, another Notice of Violation may be issued, in accordance with subsection (b) above, for another violation of the nuisance code. If the person fails to respond to the citation within seven days, the person shall be deemed to have waived the right to a hearing and the determination that a violation was committed shall be considered final.

(g) If the offender does not contest the citation within the time prescribed, the Code Enforcement Officer issuing the citation shall enter a final order determining that the violation was committed, no contest was initiated, and then cause the violation to be abated and/or impose the fine set forth in the citation. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with subsection (b) above, for another violation of the nuisance code. A copy of the final order shall be served on the offender.

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

(a) When a hearing has been requested, the Code Enforcement Board shall schedule a hearing. The board may hold hearings once a month or more frequently as necessary or needed.

(b) Not less than seven days before the date of the hearing, the Code Enforcement Board shall notify the requester of the date, time, and place of the hearing. The notice may be given by standard U.S. mail; certified mail, return receipt requested; by personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older.

(c) Any person requesting a hearing before the Code Enforcement Board who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation and a determination that a violation was

committed shall be entered and become final. The Code Enforcement Board shall enter a final order determining the violation was committed and shall cause the nuisance to be abated and/or impose the fine set forth in the citation. The final order shall provide the offender a reasonable time to remedy the violation. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with section 42-42-40(b), for another violation of the code. A copy of the final order shall be served upon the offender.

(d) All testimony shall be taken under oath and recorded. Testimony shall be taken from the Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(e) The Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. In making its determination, the Code Enforcement Board shall use an arbitrary and capricious standard and shall uphold the citation unless the issuance of the citation was clearly erroneous. The Code Enforcement Board shall uphold the citation if pictorial or photographic evidence supporting the citation is provided by the Code Enforcement Officer. If no pictorial or photographic evidence is provided and the board determines that no violation was committed, an order dismissing the citation shall be entered. If pictorial or photographic evidence is provided or if no such evidence is provided and the board still determines that a violation was committed, an order shall be issued upholding the citation and either imposing a fine up to the maximum authorized by this or other ordinance or requiring the offender to remedy a continuing violation, or both.

(1) The final order shall provide the offender a reasonable time to remedy the violation. If the offender does not remedy in the time provided in the final order, another notice of violation may be issued, in accordance with subsection 42-40(b), for another violation of the nuisance code.

(f) Every final order of the Code Enforcement Board shall be reduced to writing, which shall include the date the order was issued. A copy shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order is issued, the order shall be delivered in accordance with the procedures set forth herein.

(g) The Code Enforcement Officer, at his discretion, may remedy the violation to bring the property into compliance with the Code, if the citation is not contested or if a final order upholding the citation is entered by the Code Enforcement Board.

(h) Nothing in this Section shall prohibit the city from taking immediate action in an urgent situation, if necessary, as determined by the Fire Chief or the City Manager.

Sec. 42-41.5. - Rental occupancy permit appeals.

In the event a landlord wishes to appeal the determination of the Code Enforcement Officer as to the suspension, revocation, or denial of a rental occupancy permit, the appeal shall be taken before the Code Enforcement Board in accordance with the following provisions:

(a) Upon receipt of an appeal from a landlord, the Code Enforcement Board shall schedule a hearing. The Board shall hold hearings once a month. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail, no later than seven days prior to the date of hearing. The Board shall render a decision within five working days after the hearing.

(b) At the hearing, the Code Enforcement Board shall hear all relevant evidence and argument. The Board may admit and give probative effect to evidence which possesses probative value commonly accepted in administrative hearings.

(c) The issue to be determined by the Code Enforcement Board shall be whether the Code Enforcement Officer's determination of suspension, revocation or denial is based upon a preponderance of the evidence submitted. The Code Enforcement Board may affirm, modify, or reverse the action of the Code Enforcement Officer. The final decision of the Board shall be mailed to the landlord.

(d) A notice to tenants of the final decision of the Code Enforcement Board shall be mailed to each tenant and prominently posted on the building. If applicable, the notice shall indicate the date upon which the tenants must vacate the building and shall clearly indicate which rental dwelling units are affected.

(e) Any appeal properly taken under this section shall suspend the enforcement of the Code Enforcement Officer's determination, unless the Code

Enforcement Officer's determination finds the landlord's noncompliance to be life threatening.

Sec. 42-42. - Appeals; final judgment.

(a) An appeal from any final written order of the Code Enforcement Board may be made to the McCracken County District Court within 30 days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the Code Enforcement Board's final order in the same manner as any civil action under the Kentucky Rules of Civil Procedure.

(b) The action before the District Court shall be limited to a review of the record created before the Code Enforcement Board. If the court finds that a violation occurred, the offender shall be ordered to remedy the violation and pay to the city all fines, charges, fees, including attorney's fees, and penalties occurring as of the date of the judgment. The district court judge shall provide the offender a reasonable time to remedy the violation. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with subsection 42-40(b), for another violation of the nuisance code. If the district court judge fails to provide the offender with time to remedy the violation, the offender shall have the time provided in the final order of the Code Enforcement Board to remedy the violation. If the court finds a violation did not occur, the city shall be ordered to dismiss the notice. The offender shall not be entitled to recover attorney's fees or costs.

(c) If no appeal from a final order of the Code Enforcement Board is filed within the time period set in subsection (a) above, the Code Enforcement Board's order shall be deemed final for all purposes.

Sec. 42-43. - Ordinance fine schedule.

Violations of ordinances that are enforced by the Code Enforcement Board shall be subject to the following schedule of civil fines:

(a) If a citation for a violation of the nuisance code is not contested by the person charged with the violation, the penalties set forth in this subsection may apply per inspection: If the code enforcement officer is required to make inspections beyond the initial inspection and one additional follow-up inspection, to determine if the required corrections have been made, then the Code Enforcement Board shall assess the following

finer not to exceed the value of the property as determined by the Property Valuation Administrator:

Inspections	3rd Inspection and All Subsequent Inspections
Abandoned Vehicles and Appliances, Grass, Weeds, Litter, Solid Waste, Other Nuisances Defined By 42-50(a)(1-7)	\$100.00

(b) If the citation is contested and a hearing before the Code Enforcement Board is required, the following maximum penalties may be imposed at the discretion of the board per inspection not to exceed the value of the property as recorded by the Property Valuation Administrator:

Inspections	3rd Inspection	4th Inspection	5th Inspection and All Subsequent Inspections
Property Maintenance	\$250.00	\$350.00	\$500.00

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

(a) The city shall possess a lien on the property owned by the person found by a non-appealable final order, or by a final judgment of the court, to have committed a violation of the code for all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a \$30.00 administration fee, incurred by the city in connection with the enforcement of the code. The lien shall bear interest at the rate of four percent per annum until paid. An affidavit of the code enforcement officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceedings pursuant to KRS 65.8801 to KRS 65.8839.

(b) A notice of the lien may be recorded in the office of the county clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest until paid. The lien shall continue for ten (10) years following the date of the nonappealable final order or final court judgment.

(c) Subject to section 42-45(i), the lien shall ~~take~~ precedence over all other liens, except state, county, school board and city taxes, ~~and may~~ be enforced by judicial proceedings, including a foreclosure action.

(d) In addition to the remedy prescribed in subsection (a), the person found to have committed the violation shall be personally liable for ~~the~~ amount of all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a \$30.00 ~~administration~~ fee, incurred by the city in connection with the enforcement of the code. ~~The~~ aforesaid amount shall bear interest at the rate of four percent per annum until paid. ~~The~~ city may bring a civil action against the responsible owner or owners and shall have the same remedies as provided for the recovery of a debt.

(e) The city shall be entitled to recover from ~~the~~ responsible owner or owners all attorney fees and others costs incurred by the city by reason of the collection upon and enforcement of the responsible owner's or owners' liability ~~hereunder~~ and the lien which secures the same.

(f) Upon payment, determination of the Code Enforcement Board or Court order, the city shall be authorized to release any lien filed ~~hereunder~~ and recorded in the Office of the County Clerk.

Sec. 42-45. – Lienholder Notification System ~~and~~ Liens.

The city shall obtain and maintain priority over ~~previously~~ filed liens, in accordance with the following provisions:

(a) Individuals and entities, including but not ~~limited~~ to lienholders, may register with the city to receive electronic notification of ~~final~~ orders or liens entered pursuant to this ordinance.

(b) In order to receive the notification, the ~~registrant~~ shall submit the following information to the code enforcement staff:

1. Name;
2. Contact Person;
3. Mailing address;
4. Physical address;
5. Phone number; and

6. Electronic mailing address.

(c) A registrant may use the email link or electronic form provided on the city Web site to submit the information required. It shall be the responsibility of the registrant to maintain and update the required contact information with the city at least annually and to update as needed.

(d) Once every ten (10) days, the city may send electronic mail notification of all final orders entered pursuant to this ordinance since the last date of notification to each party registered. The notification shall provide an electronic link to the city code enforcement database located on the city Web site. The database shall include the following information regarding each final order:

1. The name of the person charged with a violation;
2. The physical address of the premises where the violation occurred;
3. The last known mailing address for the owner of the premises where the violation occurred;
4. A copy of a specific description of the citation;
5. A copy of the findings of the final order, including penalties; and
6. The status of the final order regarding its ability to be appealed pursuant to this ordinance.

(e) Within ten (10) days of the issuance of a final order pursuant to this ordinance, the city shall update its code enforcement database to reflect the issued final order, and shall post the notification required by subsection (d) of this Section containing an updated link to the code enforcement database on the city Web site.

(f) The city shall maintain the records created under this Section for ten (10) years following their issuance.

(g) A lienholder of record who has registered pursuant to this section may, within forty-five (45) days from the date of issuance of notification:

1. Correct the violation, if it has not already been abated; or
2. Pay all civil fines assessed for the violation, and all charges and fees incurred by the city in connection with enforcement of the ordinance, including abatement costs.

(h) The lien provided by this ordinance shall not take precedence over previously recorded liens if:

1. The city failed to comply with the requirements of this ordinance for notification of the final order; or
2. A prior lienholder complied with subsection (g) of this Section.

(i) A lien that does not take precedence over previously recorded liens shall, if the final order remains partially unsatisfied, take precedence over all other subsequent liens except liens for state, county, school board and city taxes.

(j) The city may record a lien before the forty-five (45) day period established in this Section expires. If the lien is fully satisfied prior to the expiration of the forty-five (45) day period, the city shall release the lien in the county clerk's office where the lien is recorded within fifteen (15) days of satisfaction.

(k) Failure of the City to comply or failure of a lien to take precedence over previously filed liens as provided herein shall not limit or restrict any other remedies the City has against the property of the violator.

Section 42.46 - Ordinances enacted for enforcement.

Articles I, II and III of Chapter 42 are enacted for enforcement by the Code Enforcement Board pursuant to KRS 65.8801. Additional ordinances or sections of the City of Paducah Code of Ordinance may be enacted or adopted for enforcement herein.

(a) *Property Maintenance Code Adopted.* A certain document, one copy of which is on file in the office of the City Clerk of the City of Paducah, being marked and designated as "International Property Maintenance Code 2012 Edition" as published by the International Code Council, and the property maintenance code currently adopted by the City of Paducah; and each and all of the regulations, provisions, penalties, conditions, and terms of said International Property Maintenance Code and the property maintenance code currently adopted by the City of Paducah, are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in subsection (b) below. Violations of the provisions therein shall be deemed a nuisance enforceable by this article.

(b) *Additions, insertions and changes.* The International Property Maintenance Code is amended and revised in the following respects:

- (1) Section 101.1 (p.1, second line). Insert: City of Paducah.
- (2) Section 103.5 Insert: Fees. See Sec. 42-43(b)
- (3) Section 112.4 Insert: Failure to Comply [of not less than \$500 and not more than \$1,000]
- (4) Section 302.4 Insert: 10 inches
- (5) Section 304.14 (p.10, first and second line).
Insert: May 1 thru October 31.
- (6) Section 602.3 (p. 17, fifth line).
Insert: September 1 thru May 31.
- (7) Section 602.4 (p. 17, third line).
Insert: September 1 thru May 31.

(c) Reserved.

(d) *Savings clause.* Nothing in this section or in the property maintenance code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in subsection (b) above; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this section.

(e) *Conflicts.* If any conflicts exist between the International Property Maintenance Code and the Kentucky Building Code, the Kentucky Building Code shall take precedence and control over all such matters.

(f) *Collection of costs incurred by city.* The city shall be entitled to recover from any responsible party or parties all reasonable attorney fees and other costs and expenses incurred by the city by reason of the collection upon and the enforcement of the responsible party's or parties' liability, and the lien which secures same, under the International Property Maintenance Code as adopted by the city or under KRS 82.720.

Sec. 42-47. - Litter.

(a) *Definitions for this section.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Authorized private receptacle. A litter storage and collection receptacle as required and authorized in section 42-49 of this chapter and by the refuse department.

Commercial handbill. Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:

- (a) Which advertises for sale any merchandise, product commodity, or thing;
- (b) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales;
- (c) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind for which any admission fee is charged for the purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expense incident to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license, where such license is or may be required by any law of this state, or under any ordinance of this city; or
- (d) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

Garbage. Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Litter, garbage, refuse, and rubbish. As defined herein, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Motor vehicle. Any contrivance, or parts thereof, propelled by power and used for transportation of persons or property on public streets and highways.

Newspaper. Any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

Noncommercial handbill. Any printed or written matter, any sample, or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.

Park. A park, reservation, playground, beach, recreation center or any other public area in the city, owned or used by the city and devoted to active or passive recreation.

Person. Any person, firm, partnership, association, corporation, company or organization of any kind.

Private premises. Any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

Public place or property. Any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

Refuse. All putrescible and nonputrescible solid wastes (except body wastes) including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rubbish. Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, interior furniture, interior and exterior decorations, crockery and similar materials.

Vehicle. Any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including without limitation devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motor homes, campers, and off-highway vehicles.

(b) *Depositing litter in public places.* No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the city except in public receptacles, in authorized private receptacles for collection, or in official city dumps.

(c) *Depositing litter in parks.* No person shall throw or deposit litter in any park within the city except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

(d) *Depositing litter in lakes and fountains.* No person shall throw or deposit litter in any river, fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within or bordering the city.

(e) *Depositing litter on private property; duty to maintain private property free of litter.*

(1) No person shall throw or deposit litter on any occupied private property within the city, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon any private property.

(2) The owner or person in control of any private property shall at all times maintain the premises free of litter. Provided, however, that this subsection shall not prohibit the storage of litter in authorized private receptacles for collection.

(f) *Depositing litter on vacant lot.* No person shall throw or deposit litter on any open or vacant private property within the city, whether owned by such person or not.

(g) *Manner of placing litter in receptacles.* Person placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(h) *Sweeping litter into gutters.*

(1) No person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

(2) No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the city shall keep the sidewalk in front of their business premises free of litter.

(i) *Throwing litter from vehicle.* No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the city, or upon private property.

(j) *Truck loads causing litter; tires carrying dirt or other material onto street.* No person shall drive or move any truck or other vehicle within the city unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place. Nor shall any person drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

(k) *Dropping litter from aircraft.* No person in an aircraft or by use of an aircraft shall throw out, drop or deposit within the city any litter, handbill or any other object.

(l) *Distribution of handbills.*

(1) *Depositing on street, sidewalk or other public place.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the city.

(2) *Depositing in or on vehicles.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. Provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a handbill to any occupant of a vehicle who is willing to accept it and to be responsible for disposing of it.

(3) *Depositing on vacant private premises.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

(4) *Depositing on posted private premises.* No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on the premises, in a conspicuous position near the entrance thereof, a sign bearing the words: "No Trespassing," "No Peddlers, or Agents," "No Advertisement," or any similar notice, indicating in any manner that the occupants of the premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.

(5) *Depositing on inhabited private premises.*

a. *Generally.* No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises which are inhabited, except by handing or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private premises. Provided, however, that, in case of inhabited private premises which are not posted as provided in this article, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other places, and except that mailboxes may not be so used when so prohibited by federal postal law or regulations.

b. *Exemption for mail and newspapers.* The provisions herein shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein), except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(m) *Posting notices on trees or utility poles.*

(1) It shall be unlawful for any person to tack, place or post any signs, cards, placards or advertisements of any character on any utility pole or tree in the public right-of-way, on or along any of the sidewalks, streets, alleys or public grounds in the city. The city may place traffic control signs on utility poles after obtaining a permit from the owner of the utility pole.

(2) Permits for stretching streamers or placing banners and/or decorations temporarily may be issued by the office of the Mayor at his/her discretion when in the interest of charitable, benevolent, patriotic or municipal causes.

Sec. 42-48. - Vehicles and appliances.

(a) *Definitions for this section.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Appliances. Any unit, or part thereof, of household appliances, machinery, furniture, or equipment, whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including, but not limited to, stoves, refrigerators, television sets, beds, lamps, tools, mowers, garden tractors, building materials, objects of art, and the like.

In the open shall mean is upon land that may be viewed from a public street or an adjoining property.

Junked appliances.

(1) Any unit, or part thereof, of household appliances, machinery, furniture, or equipment, whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including, but not limited to, stoves, refrigerators, television sets, beds, lamps, tools, mowers, garden tractors, building materials, objects of art, and the like, the condition of which is one of the following:

- a. Wrecked;
- b. Dismantled;
- c. Partially dismantled;
- d. Inoperative;
- e. Abandoned;
- f. Discarded.

Junked vehicles. Any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including without limitation devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motor homes, campers, and off-highway vehicles, the condition of which is one or more of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative;
- (5) Abandoned;
- (6) Discarded.

Motor vehicle. Any contrivance, or parts thereof, propelled by power and used for transportation of persons or property on public streets and highways.

Person. Any individual, firm, partnership, association, corporation, company or organization of any kind.

Public place or property. Any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

Vehicle. Any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including without limitation devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motorhomes, campers, and off-highway vehicles.

(b) *Declaration of nuisance; exceptions.*

(1) The presence of any junked vehicle or appliance on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance, and shall further be considered rubbish or refuse, and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any vehicle or appliance on the real property of another or to suffer, permit or allow a junked vehicle or appliance to be

parked, left or maintained on his own real property, provided that this provision shall not apply with regard to:

- a. Any vehicle or appliance in an enclosed building;
- b. Any vehicle or appliance on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise; or
- c. Any vehicle or appliance on property occupied and used for repair, reconditioning and remodeling of vehicles or appliances in conformance with the zoning code of the city.

(2) *Accumulation of vehicles.* No person shall accumulate, store or allow more than four (4) vehicles in the open upon any public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the city. Such accumulation, storage or allowance shall be deemed a public nuisance and it shall be unlawful for any person to cause or maintain such a public nuisance, provided that this provision shall not apply with regard to:

- a. Any vehicle in an enclosed building, provided that such storage in an enclosed building must not create or constitute a health or fire hazard;
- b. Any vehicle on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise; or
- c. Any vehicle on property occupied and used for repair, reconditioning and remodeling of vehicles in conformance with the zoning code of the city.

(c) *Liability for damages to removed vehicle or appliance.* Neither the owner or occupant of the premises from which any aforesaid vehicles or appliances shall be removed, their servants or agents, or any department of the city, or its agents, shall be liable for any loss or damage to the vehicle or appliance while being removed or as a result of any subsequent sale or other disposition.

(d) *Compliance by removal of vehicle or appliance.* The removal of the vehicle or appliance declared to be a nuisance pursuant to this article from the premises

within five business days after receipt of notice of violation from city shall be considered compliance with the provisions of this article and no further action shall be taken against the owner of the vehicle or appliance or the owner or occupant of the premises. Written permission given to the nuisance code enforcement officer for the removal of the vehicle or appliance by the owner of same or the owner or occupants of the premises on which it is located shall be considered compliance with the provisions of this article on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges or hauling costs for the removal of the nuisance.

(e) *Right of entry.* In the enforcement of this article, a code enforcement officer, and his duly authorized agents, assistants, employees, or contractors, may enter upon private or public property to examine the vehicle or appliance, or obtain information as to the identity of the vehicle or appliance and of the owner thereof, and to remove or cause removal of the vehicle or appliance declared to be a nuisance pursuant to this article.

(f) *Article supplemental to other regulations.*

(1) This article is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative vehicles or appliances or the accumulation and storage of vehicles within the city. The provisions of this article are supplemental and in addition to all other regulatory codes, statutes and ordinances heretofore enacted by the city, state or any other legal entity or agency having jurisdiction.

(2) The provisions of this article shall be deemed cumulative of the provisions and regulations contained in the Code of Ordinances, City of Paducah, Kentucky, save and except that, where the provisions of this article and the sections hereunder are in conflict with the provisions elsewhere in this Code, then the provisions contained herein shall prevail. Any and all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Sec. 42-49. - Solid waste.

(a) *Definitions for this section.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Back door pickup. Requested by residence to have a point of pickup other than what is assigned.

Bulk waste. Any items commonly handled in bulk form, including but not limited to any discarded appliance such as hot water heaters, stoves, air conditioners and refrigerators; any discarded furniture such as couches, chairs and mattresses; trees or tree limbs in excess of 48 inches in length and greater than three inches in diameter; or tree stumps.

Business. Applies to any establishment or firm wherein an occupational license is required by the city, except as otherwise provided herein.

Commercial waste. Any waste generated by a business establishment, excluding such waste as designated in subsection (e) of section 42-49.

Commercial waste container. Dumpsters of various sizes: two-, four-, six- and eight-cubic yard capacity. Dumpsters shall remain the property of the city.

Department. The Public Works Department of the City of Paducah.

Department in charge. The Public Works Department will be charged with carrying out the duties of the provisions of this section.

Division. The Solid Waste Division of the Public Works Department.

Green waste. Includes, but is not limited to, all accumulations of grass, shrubbery, weeds or cuttings from any of the foregoing, or pine needles, and other waste incidental to the growth, maintenance or care of lawns, or shrubbery, vines and gardens. The term "green waste" shall not be taken to include trees or tree limbs in excess of 48 inches in length and greater than three inches in diameter, tree stumps, used or broken appliances, furniture, bedding, building materials, lumber or other material of like nature (see the definition of "bulk waste" herein).

Multiple dwelling. A structure or structures having more than one single-family unit, and shall include apartment buildings, motels and hotels.

Premises. Land or buildings, or both, occupied or used by one or more households or one or more business places.

Residence. A single-family residential unit.

Residential waste. Every accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of, meats, fish, fowl, fruits or vegetables. This also includes any other matter of any nature whatsoever which is subject to decay and the generally noxious or offensive gases or odors which, during or after, may serve as breeding or feeding material for flies or other germ-carrying insects; and any waste accumulations of paper, wooden or paper boxes, tin cans, bottles or other containers, sweepings, and all other accumulations of a nature usual to housekeeping.

Residential waste container. Green mobile cart (capacity 96 gallons). Said container shall remain the property of the city.

Residential waste container (special pickup). Blue mobile cart (capacity 96 gallons). Said container shall remain the property of the city.

Solid waste. All forms of waste as defined herein, including bulk, commercial, green and residential waste.

Special pickup. When no individual in the household is physically or mentally capable of maneuvering the waste container to the designated point of pickup.

Trailer park, mobile home park. Any business enterprise maintaining premises for the rent of mobile homes or house trailers and/or mobile home or house trailer sites.

(b) *Authority and duties of City Manager.*

(1) The City Manager or his/her designee shall have the authority to make and modify, as necessary, the days of collection, location of containers, and such other matters pertaining to the collection, transportation and disposal of waste.

(c) *Preparation of waste.*

(1) *Residential waste.* All residential waste must be contained within the confines of the residential waste container. The container shall be kept tightly covered at all times except when it becomes necessary to lift covers for the purpose of depositing waste or for the purpose of emptying such waste container in a solid waste truck. No medical, hazardous and/or toxic waste or liquids will be deposited into a residential waste container.

(2) *Commercial waste.* All commercial waste must be contained within the confines of the appropriate commercial waste container. No medical,

hazardous and or toxic waste or liquids will be deposited into a commercial waste container.

(3) *Green waste.* All green waste which is absorbent, such as grass and leaves, shall be contained in bags (not to exceed 50 pounds) and kept separate from residential waste. All trimmings, such as hedge or tree limbs (not greater than three inches in diameter), vines and shrubbery shall be bundled in bundles not greater than 48-inch lengths and not to exceed 50 pounds in weight. All bags and bundles shall be placed at the household's designated point of pickup.

(4) *Bulk waste.* Bulk waste shall be picked up at the designated point of pickup. All items shall be prepared for disposal in accordance with all local, state, and federal laws.

(d) *Location of containers; collection.*

(1) *Restrictions on collectors.* City solid waste collectors shall not enter houses or buildings for the collection of solid waste nor shall they accept any money or gifts for their services.

(2) *Separation of waste from non-waste items.* Solid waste shall not be stored in close proximity to other effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

(3) *Residential collection.*

a. The city shall collect residential waste once a week in accordance with a schedule prepared by the City Manager or his/her designee.

b. It shall be the responsibility of each occupant, on the scheduled day of collection, to place his residential waste container(s) at the designated point of collection (curbside, street side or in an accessible alley) not later than 5:30 a.m. the day of scheduled pickup, unless otherwise authorized by the City Manager or his/her designee. The container shall be placed in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance.

c. Waste containers may be placed at the point of pickup the evening before the scheduled pickup service. Waste containers shall be removed from the point of pickup not later than 11:00 p.m. of the day of the scheduled pickup.

d. Waste containers, when not out for collection on the scheduled pickup day, will be kept away from the front of any building or premises. No waste container shall be maintained upon or adjacent to any street, sidewalk, or front yard.

e. If accumulation of residential waste regularly exceeds the capacity of the 96-gallon container, the City Manager or his/her designee may assign the resident an additional 96-gallon container, at such fees or charges as the City Commission may establish from time to time by municipal order.

f. The city may provide pickup service at other than the designated location, at such fees or charges as the City Commission may establish from time to time by municipal order. The location of the pickup will be approved by the City Manager or his/her designee.

g. The City Manager or his/her designee shall have sole discretion in verifying the need for a special pickup (blue residential waste container) and the determination of the point of pickup for said special pickup.

1. In the event the occupant has difficulty in using the refuse container in the designated area or would create a hardship, the occupant shall notify the City Manager in writing stating the basis for the difficulty and what relief is requested.

2. The City Manager or his/her designee upon a showing of physical handicap or medical condition by written documentation or sufficient proof as to physical conditions hindering compliance, may grant the relief requested or other appropriate relief.

3. These conditions shall apply when there is no one present in the household who is able to move the container to the designated point of pickup.

h. The city shall collect green waste once a week in accordance with a schedule prepared by the City Manager or his/her designee. Said green waste will be collected on the same day as residential waste. Collection will be at the household's designated point of pickup.

i. No provision of this chapter shall be construed to prevent any person from transporting or disposing of solid waste produced by the household.

Disposal by such means shall not exempt such person from the obligation to pay the solid waste collection service charges.

(4) *Container damage or loss.* Residential waste container(s) and commercial waste container(s) shall both remain the property of the city at the premises where delivered. The premises' owner(s) or occupant(s) and/or commercial establishment shall maintain their assigned waste container(s) and the surrounding area in a clean, neat, sanitary condition. Residential and commercial waste container(s) shall be cleaned and disinfected on a regular basis by the premises' owner(s) or occupant(s) or business utilizing the waste container. Container(s) which are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the city at the expense of the occupants or the owner of the residence. Container(s) which are damaged in the course of normal and reasonable usage or which are damaged, destroyed, or stolen through no abuse, neglect, or improper use of the occupant(s)-users or residence owner shall be repaired or replaced at the sole discretion of the city, at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced or removed from the premises by any person. Markings and identification devices on the containers, except as placed or specifically permitted by the city, are expressly prohibited and shall be regarded as damage to the containers.

(5) *Bulk waste.*

a. The city will provide pickup of bulk waste upon citizen request, from the household's designated point of pickup. This is a separate service and will be provided at such fees or charges as the City Commission may establish from time to time by municipal order. Pickup will be within five working days, or as soon thereafter as possible.

b. The owner of any vacant lot may make arrangements with the city for pickup of bulk waste. The location of the pickup shall be determined by the City Manager or his/her designee. Pickup will be provided at such fees or charges as the City Commission may establish from time to time by municipal order. Pickup will be provided within five working days of the request, or as soon thereafter as possible.

(6) *Commercial collection.* Collection of commercial service shall be made at least weekly, and more frequently if deemed necessary by the City Manager or his/her designee to prevent unsanitary or unsightly accumulation of solid waste. The City Manager or his/her designee shall establish routes of varying frequency for collection and assign each commercial or industrial establishment to the route and frequency which is most adapted to its collection needs.

a. All commercial establishments/businesses shall utilize a commercial waste container (two-, four-, six- or eight-cubic yard dumpster) unless otherwise authorized by the City Manager or his/her designee.

b. Commercial waste containers must be clear of all obstructions and obstacles at all times to allow for the proper service and inspection. The service schedule is generally 4:00 a.m. to 12:30 p.m. Monday through Sunday.

c. New commercial waste accounts, as of November 1, 1997, shall be required to place the container on approved service pads to be constructed of eight-inch thick concrete having a minimum compressive strength of 4,000 psi containing fiber mesh or woven wire and of a size not less than ten feet wide and 30 feet long. Exceptions of the aforementioned dimensions for width and length shall be at the discretion of the City Engineer. All exceptions will be as a result of physical features adjacent to the approved site. The property owner will be responsible for all repairs necessary as a result of servicing the dumpster.

d. The location shall be approved through the City of Paducah prior to placement. The approval will be a process of the site plan evaluation. The location of the pad will provide freedom of access of solid waste vehicles unimpeded by parked cars. The service pad will be located in a manner as to allow the straightest route into the dumpster. The location will limit turning of refuse vehicles to service the dumpster.

e. All dumpsters should be located as near to the rights-of-way as practical, but not in the right-of-way.

f. Commercial accounts may request an additional unscheduled pickup. This service will be provided at such fees or charges as the City Commission may establish from time to time by municipal order.

(7) *Seasonal collection service.* The schedule for collection of bagged leaves shall be established by the City Manager or his/her designee based on weather conditions caused by either an early or late fall. This service will be performed in conjunction with the weekly pickup of green waste.

(e) *Unlawful accumulation or disposal of waste; disturbing containers.*

(1) *Disposal requirements generally.* The disposal of solid waste in any quantity by an individual, householder, establishment, firm or corporation in any place, public or private, other than at the site or sites designated and/or with properly approved permits, is expressly prohibited. Such disposal methods shall include the maximum practical protection for control of rodents, insects, and nuisances at the place of disposal.

(2) *Unlawful accumulations.*

a. No person shall permit to accumulate on his/her premises any solid waste except in containers of the type specified in this chapter, and no odiferous, unsanitary, offensive or unsightly wastes other than solid waste shall be permitted to accumulate on such premises. Noncompliance with the provisions of this section shall constitute a public nuisance.

b. The occupant of the premises or, in the case of unoccupied premises, the owner, shall be responsible for maintaining, in a clean and sanitary condition free of all solid waste, the sidewalks, ditches, curbs/gutters and unpaved/undeveloped portion of rights-of-way abutting such premises.

(3) *Disturbing containers.* At no time shall any person rifle, pilfer, dig into or in any manner disturb containers containing solid waste.

(4) *Removal of waste by contractors, public utilities, builders, tree trimmers and landscapers.* All these must remove all trash and debris from the premises upon which they are working at their own expense. This shall include but not be limited to limbs, tree trunks, roots, concrete slabs, concrete blocks, bricks and all other materials used by contractors in the course of building, construction and or alterations.

(5) *Prohibited substances in city-owned containers.* The following substances are hereby prohibited and shall not be deposited in any city-owned solid waste container, either residential or commercial:

a. Flammable liquids, solids or gases, such as gasoline, benzine, alcohol or other similar substances.

b. Any material that could be hazardous or injurious to city employees or which could cause damage to city equipment.

c. Building material/debris.

- d. Hot materials such as ashes, cinders, and the like.
- e. Human or animal feces are hereby prohibited from being placed in any solid waste container unless placed and secured in a plastic bag.
- f. Carcasses of dead animals.

(6) *Industrial, hazardous, toxic, medical and infectious waste.* All industrial, hazardous, toxic, medical, and infectious waste, including but not limited to hypodermic syringes, shall be disposed of by the industry, manufacturer, or processing plant generating such waste under such methods and conditions as shall be approved by all applicable state or federal guidelines.

(7) *Dumping in stream, ditch, sewer or drain.* It shall be unlawful for any person, firm, or other entity, regardless of form, to dump waste in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain.

(f) *Open burning.* It shall be unlawful for any person, firm or other entity, regardless of form, to burn or attempt to burn solid waste on private or public property within the city limits.

Sec. 42-50. - Other nuisances.

(a) *Certain conditions declared nuisance.* It shall be unlawful for the owner, occupant or person having control or management of any land within the city to permit a public nuisance to develop thereon. The following conditions are declared to be public nuisances:

(1) *Dangerous trees or stacks adjoining street.* Any tree, stack or other object standing in such a condition that it will, if the condition is allowed to continue, endanger the life, limb or property of, or cause hurt, damage or injury to, persons or property upon the public streets, sidewalks, alleys, or public ways adjacent thereto, by the falling thereof or of parts thereof.

(2) *Accumulation of rubbish.* An accumulation on any premises of filth, refuse, trash, garbage, or other waste material which endangers the public health, welfare, or safety, or materially interferes with the peaceful enjoyment by owners or occupants of adjacent property because of the danger that it will catch or communicate

fire, attract and propagate vermin, rodents, or insects, or blow rubbish into any street, sidewalk, or property of another.

(3) *Storage of explosives.* The storage of explosive material which creates a safety hazard to other property or persons in the vicinity.

(4) *Weeds and grass.* The excessive growth of weeds, grass, or other vegetation, except flowers or other ornamental vegetation, which are well maintained. Unless otherwise provided, "excessive" shall mean growth to a height of ten inches or more.

(5) *Open wells.* The maintenance of any open, uncovered, or insecurely covered cistern, cellar, well, pit, excavation, or vault situated upon private premises in any open or unfenced lot or place.

(6) *Trees and shrubbery obstructing streets, sidewalks, and drainage.* The growing and maintenance of trees or shrubbery which in any way interfere with the use, construction, or maintenance of streets, public ways, or sidewalks, or constitute an obstruction thereof.

(7) *Imminent danger.* Nothing in this ordinance shall prohibit the city from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible.

(b) *Responsibility for nuisances created by others.* For the purposes of this article, it shall not be essential that the nuisance be created or contributed to by the owner, occupant, or person having control or management of the premises, but merely that the nuisance be created or contributed to by licensees, invitees, guests, or other persons for whose conduct the owner or operator is responsible, or by persons for whose conduct the owner or operator is not responsible, but by the exercise of reasonable care ought to have become aware of.

Sec. 42-51. - Reserved.

Sec. 42-52. - Illicit discharges.

(a) *Purpose and scope.* This section is intended to protect the general health, safety, and welfare of the citizens of the City of Paducah by declaring illicit discharges into the storm sewer system to be nuisances, and more specifically:

(1) To protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act by prohibiting non-stormwater discharges and connection to the municipal separate storm sewer system (MS4), collectively called stormwater conveyance system.

(2) To prohibit illicit discharges and connections to the MS4.

(3) To establish legal authority to carry out all inspection, surveillance and monitoring, and enforcement procedures necessary to ensure compliance with this section.

(b) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Enforcement agency is the City of Paducah's Engineering Department and its duly authorized representatives or designees.

Hazardous materials is any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit discharge is any direct or indirect non-stormwater substance or hazardous material disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means, intentionally or unintentionally, into the MS4 or any area that has been determined to drain directly or indirectly into the MS4, except as exempted in subsection (e) herein.

Illicit connection is defined as any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4. Included are conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system

from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved.

Inspector is a person designated by the City Engineer or the enforcement agency.

Municipal Separate Storm Sewer System (MS4) of Paducah means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains designed or used for collecting or conveying stormwater that is owned or operated by the city and discharges to waters of the Commonwealth. Sanitary and combined sewers are not included in the definition of the municipal separate storm sewer system.

Non-stormwater discharge is any discharge to the MS4, that is not composed solely of stormwater except as permitted by subsection (e) herein.

Pollutant is anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises is the area of land, site, grounds, or property on which the illegal discharge emanates.

Utility is the owner/operator, public or private, of any underground or overhead line, facility, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, electricity, power, heat, gas, oil, petroleum products, potable water, stormwater, steam, sewage and other similar substances.

Watercourse is any natural or improved stream, river, creek, ditch, channel, canal, conduit, gutter, culvert, drain, gully, swale, or wash in which waters flow either continuously or intermittently.

Wetlands are a lowland area, such as a marsh that is saturated with moisture, as defined by the United States Army Corps of Engineers.

(c) *General provisions.*

(1) Except as herein provided or exempted by the City Engineer and/or enforcement agency, this section shall apply to all non-stormwater discharges and connections to the MS4 owned and operated by the city.

(2) The City Engineer and/or enforcement agency shall administer, implement, and enforce the provisions of this section.

(3) This section shall be construed to insure consistency with requirements of the Clean Water Act, the City of Paducah KPDES Stormwater Permit, and acts amendatory thereof or any other applicable regulations.

(4) The standards and requirements set forth herein and promulgated pursuant to this section are minimum standards. This section does not intend nor imply that compliance by any person, company, developer, or any other entity will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into the MS4.

(d) *Prohibition of discharges and declaration of nuisance; exceptions.*

(1) No person, company, developer or any other entity shall discharge or cause to be discharged into the MS4 any pollutants including but not limited to hazardous materials or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illicit discharge is prohibited.

(2) This section does not apply to the following categories of non-stormwater discharges or flows, unless the City Engineer and/or enforcement agency of the regulated MS4 identifies them as significant contributors of pollutants to its MS4: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharge from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.

(3) The prohibition of discharges or flows shall not apply to any non-stormwater discharges permitted under a NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the Kentucky Division of Water under

the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(4) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition includes without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practice applicable at the time of connection.

(e) *Rules and regulations.*

(1) *Compliance by elimination of illicit discharges.* Notwithstanding the requirements of subsection (d) herein, the City Engineer and/or enforcement agency may require by written notice that the person, property owner, occupant, tenant, lessor, lessee, or agency (hereinafter referred to as "party") responsible for an illicit discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

The elimination of an illicit discharge within three days after receipt of notice of violation from the city shall be considered compliance with the provisions of this article and no further action shall be taken. Written permission given to the City Engineer and/or enforcement agency for the removal of the illicit discharge and/or illicit discharge sources on the premises on which it is located shall be considered compliance with the provisions of this section and no further action shall be taken against the party, except for the collection of all costs, expenses and/or charges for the removal of the nuisance.

(2) *Monitor and analyze.* The City Engineer and/or enforcement agency may require by written notice a requirement that any party engaged in any activity and/or owning or operating any property or facility which has been determined to contribute to stormwater pollution, illicit discharges, and/or non-stormwater discharges to the MS4 to undertake at said party's expense such monitoring and analyses and furnish such reports to the City Engineer and/or enforcement agency as deemed necessary to determine compliance with this section.

(3) *Notification of spills.* Notwithstanding other requirements of local, state and federal law, as soon as any party responsible for a property, facility or operation, or responsible for emergency response for a property, facility or operation, has

information of any known or suspected release of pollutants or hazardous materials which are resulting or may result in illegal discharges to the MS4, said party shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material, said party shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials to the MS4, said party shall notify City Engineer and/or enforcement agency in person or by phone or facsimile no later than 2:00 p.m. of the next business day. Notifications shall be confirmed by written notice addressed and mailed to the City Engineer and/or enforcement agency within three business days of the original notice.

(f) *Inspection, monitoring, and remediation.*

(1) *Right of entry and inspection.* Whenever the City Engineer and/or enforcement agency has cause to believe that there exists, or potentially exists, any condition which constitutes a violation of this section, the City Engineer and/or enforcement agency may enter the believed violating premises served by the MS4 at all reasonable times to inspect the same.

(2) *Urgency abatement.* The City Engineer and/or enforcement agency is authorized to require immediate abatement of any violation of this section that constitutes an immediate threat to the health, safety or well-being of the public. If any such violation is not abated immediately as directed by the City Engineer and/or enforcement agency the city is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the city shall be fully reimbursed by the property owner and/or responsible party.

(3) *Sampling devices and testing.* During any inspection as provided herein, the City Engineer and/or enforcement agency may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities. The cost of all testing may be passed on to the party, owner or operator of the premises where the illicit discharge emanates.

(g) *Section supplemental to other regulations.*

(1) This section is not the exclusive regulation pertaining to illicit discharges and the city's storm sewer systems (MS4). Illicit discharges are hereby declared to be a public nuisance and unlawful as set out in subsection (d) above. The provisions of this section are supplemental and in addition to all other regulatory codes,

statutes and ordinances heretofore enacted by the city, state or any other legal entity or agency having jurisdiction.

(2) The provisions of this section shall be deemed cumulative of the provisions and regulations contained in this Code, save and except that, where the provisions of this section and the sections hereunder are in conflict with the provisions elsewhere in this Code, then the provisions contained herein shall prevail.

(3) Acts potentially resulting in a violation of the Federal Clean Water Act. Any person who violates any provision of this section or any provision of any permit issued by the city may also be in violation of the Clean Water Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this section may also include written notice to the party of such potential liability.

Secs. 42-53—42-59. - Reserved.

Sec. 42-60. - Petition for reduction, waiver and release.

(a) After an order from the Code Enforcement Board has become final and not appealable, a petition may be initiated by a property owner for a conditional waiver of fines levied with the Fire Chief or the Deputy Chief in charge of the Fire Prevention Division as long as abatement is to be started and completed in a reasonable time. If, in the determination of the Deputy Chief/Fire Marshal of the Fire Prevention Division, abatement has not been started and progressing in a reasonable time, the waiver will be revoked and the fines reinstated; a petition may also be initiated to facilitate a real estate sales transaction by the filing of a petition with the Code Enforcement Board for the reduction or waiver of citations, fines, charges, or fees levied by the Code Enforcement Board. Only the civil fines levied pursuant to section 42-43 may be petitioned to be reduced or waived. No other costs, charges, administrative fees or attorney's fees can be petitioned for reduction or waiver.

(b) A petition shall contain the following information at a minimum.

(1) The name, address, and contact information of the petitioner and/or the petitioner's legal representative;

(2) A specific request for the conditional waiver of fines or a specific request for the waiver of citations, fines, charges, or fees requested and/or any liens to be released relating to a real-estate sales transaction;

(3) A statement setting forth the reasons why the Fire Chief or Deputy Chief in charge of the Fire Prevention Division, or the Code Enforcement Board should consider an appeal and waiver;

(4) A computation of all monies owed to the City of Paducah pertaining to the real property in question, including, but not specifically limited to, back taxes, actual costs, liens of any and all types, charges, assessments, administrative fees, etc. and a check accompanying the payment of all monies owed to the City of Paducah except for the amounts to be reduced or waived shall be tendered with the petition.

(5) The name of the person that shall be purchasing the real property in question.

(c) The petition and all accompanying materials shall be presented to the Fire Chief or the Deputy Chief in charge of the Fire Prevention Division and/or Code Enforcement Board at their next regularly scheduled meeting. No special or called meeting of the Code Enforcement Board is specifically required by this ordinance.

(d) The Code Enforcement Board shall consider each petition presented and render a determination as to whether or not the petition shall be granted or denied. A petition requesting the reduction or waiver of civil fines already determined to be final and the release of liens securing those fines shall be left to the sole discretion of the Fire Chief or the Deputy Chief in charge of the Fire Prevention Division for conditional waivers and/or the Code Enforcement Board if denied by the Fire Chief or the Deputy Chief in charge of the Fire Prevention Division.

(e) The Code Enforcement Board shall conduct its hearing in regard to any petition in the same manner as outlined by section 42-40 of this Code.

**ARTICLE III. - RESIDENTIAL RENTAL OCCUPANCY PERMITS **

Sec. 42-61. - Purpose and intent.

The purpose of this chapter is to protect the public health, safety and general welfare of the people of the city in occupied dwellings by recognizing that the offering for rental of dwelling units is a business and by classifying and regulating such business, the effect of which shall promote the following:

(1) To protect the character and stability of residential areas;

(2) To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings;

(3) To enforce minimum standards for the maintenance of existing residential buildings, and to thus prevent slums and blight;

(4) To preserve the value of land and buildings throughout the city;

(5) To protect the public from increased criminal activity which tends to occur in residential areas which are unstable due to dwellings which are blighted or are substandard.

It is not the intention of the city to interfere with contractual relationships between tenant and landlord. The city does not intend to intervene as an advocate for either part, or act as arbiter, nor be receptive to unsubstantiated complaints from tenants or landlords which are not specifically and clearly related to the provisions of this chapter.

Sec. 42-62. - Definitions.

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

Accessory living quarters. Living quarters within an accessory building, which may not have kitchen facilities.

Building. Any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels. The word "building" includes the word "structure."

Code. Ordinances of the City of Paducah that relate to fitness for habitation, construction, property maintenance, nuisances, occupancy, zoning, and use of any rental residential dwelling unit. This specifically includes the provisions of chapters 18, 42, 94 and 126 of the Paducah Code of Ordinances.

Code Official. Includes the Chief Building Inspector, Deputy Building Inspector(s), Code Enforcement Officers, Fire Marshall, Fire Inspector, and Police Officers.

Dwelling, assisted care. A building, or portion thereof, and consisting of five or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by tenants with separate bedrooms for sleeping and that there are shared shared common areas for reception, recreation, living, cooking, laundry and the like. The unit is further signified by the presence of an employee(s) that provide various services such as housekeeping, maintenance, cooking, security, personal care, and

transportation. This definition is distinguished from, and is intended not to conflict with with KRS 100.982 and 100.984.

Dwelling, multiple. A building, or portion thereof, used for occupancy by three or more families living independently of each other and used for rental residential occupancy.

Dwelling, one-family. A building used for residential occupancy by one family.

Dwelling, rental. A building, or portion thereof, used primarily for rental residential occupancy, including one-family and multiple dwellings, but not including hotels or motels.

Dwelling, two-family. A building, or portion thereof, used for occupancy by two families living independently of each other, and at least one of which is used for rental residential occupancy.

Dwelling unit. A dwelling, or portion of a dwelling, used by one family for cooking, living and sleeping purposes.

Effective date. The effective date shall be April 1, 2000.

Hotel or motel. A building, or portion thereof, or group of buildings in which lodging is customarily provided and offered to the public for compensation and which is open to transient guests on a daily basis, in contradistinction to a lodging house.

Landlord. The owner of a rental residential dwelling unit who offers residential property and its dwelling units, not occupied by the owner, to other persons not related by blood or marriage for some form of compensation through rental payments, lease payments, or some other similar contractual arrangement.

Lodging house. A building with more than two but not more than ten guest rooms where lodging with or without meals is provided for compensation.

Nuisance. A tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which gives offense to or endangers the life or health of others. The term nuisance shall include such uses as defined under Kentucky law as nuisances.

Nursing home. An establishment which provides full-time convalescent or chronic care, or both, for four or more individuals who are not related by blood or marriage to the operator, and who, by reason of chronic illness or infirmity, are unable to care for themselves; excepting, however, establishments that predominately provide for care for the acutely ill or surgical or obstetrical services. A convalescent

home and rest home are included in this definition. A hospital or sanitarium shall not be construed to be included in this definition.

Person. Includes a firm, association, organization, partnership, trust, company or corporation as well as an agent, and an individual.

Tenant. A tenant, includes a person(s) under a rental agreement to occupy a dwelling unit for the purpose of residential occupancy. This includes a person(s) occupying a residential property by making rent or lease payments, or other similar agreements where the tenant does not have an equitable interest in the real property.

Tourist home. A building in which more than one but not more than five guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A bed and breakfast establishment is included in this definition.

Sec. 42-63. - Enforcement.

The Fire Prevention Division shall be responsible for the administration and enforcement of the provisions of this section.

Sec. 42-64. - Rental occupancy permit required.

It shall be unlawful for any landlord to rent or lease to another or otherwise allow any person to occupy any rental dwelling unit which is subject to this chapter unless the landlord has first obtained and continues to hold a valid rental occupancy permit.

Sec. 42-65. - Applicability and exceptions.

(a) The provisions of this chapter shall apply to the rental or leasing of rental dwelling units, and rental dwellings which contain such units, including one- and two-family rental residential dwelling units, multiple dwelling units, accessory living quarters, and lodging houses.

(b) The provision of this chapter shall not apply to hotels and motels, nursing homes, or assisted care dwelling units, residential care facilities as described by KRS 100.982, Hospitals and Sanitariums.

Sec. 42-66. - Application for rental occupancy permits.

(a) Within 30 days following the effective date, the landlord of a rental dwelling unit shall make written application to the Fire Prevention Division for a rental occupancy permit to carry on the business of renting a residential dwelling unit.

unit. Such application shall be made on a form furnished by the Fire Prevention Division for such purpose and shall set forth the following information:

(1) Name, residence address, telephone number, and date of birth of the landlord of the rental dwelling unit. If the landlord is a partnership, the name of the partnership, and the name, residence address, and date of birth of the managing partner. If the landlord is a corporation or limited liability company, the name and address of the corporation or company, and the name, residence address and date of birth of the chief operating officer.

(2) If the landlord has appointed an agent authorized to accept service of process and to receive and give receipt for notices; the name, residence address, telephone number, and date of birth of such agent;

(3) Every applicant, whether an individual, partnership, corporation, or limited liability company shall identify in the application, by name, residence address, telephone number, and date of birth, a natural person who is actively involved in, and responsible for, the maintenance and management of the premises. A post office box is not acceptable as an address for such person. The individual designated herein may also be the landlord of the dwelling or an agent identified in subsection (2) above;

(4) Street address of the rental dwelling unit; and

(5) Number of rental dwelling units within the rental dwelling;

(b) To determine compliance with this chapter and this Code, every applicant shall authorize an inspection of the premises.

(c) It shall be unlawful for any person to make any false statements in an application for a rental occupancy permit.

Sec. 42-67. - Temporary permit.

(a) The Fire Prevention Division shall issue a temporary permit to the landlord of a rental dwelling unit who has submitted an application and paid the fee required by this chapter. A temporary permit shall authorize the occupancy of rental dwelling units in actual existence on the effective date, pending issuance of a rental occupancy permit. Dwelling units constructed or converted to rental usage after the effective date shall not be eligible for a temporary permit, and shall not be occupied for human habitation prior to the issuance of the required rental occupancy permit;

(b) A temporary permit indicates only that the landlord has submitted an application for a rental occupancy permit. A temporary permit is not a determination that the rental dwelling or the rental dwelling unit complies with the standards required by this chapter.

(c) The temporary permit shall be valid until a rental occupancy permit has been issued or the application for such permit is denied and the stay period for any appeal of such determination is exhausted.

Sec. 42-68. - Issuance of permit.

(a) Following the filing of an application, a city's Code Official shall cause an inspection to be made of the rental dwelling unit and rental dwelling identified in the application. This inspection shall be made within three business days following the date upon which the application is filed, excepting, however, that in the event the landlord has been issued a temporary permit under this chapter, such inspection shall be made within a reasonable period of time taking into consideration the availability of Code Officials to make such inspection.

(b) Upon completion of an inspection of a rental dwelling and the rental dwelling units therein, the Code Official shall make a determination as to whether all of the standards for issuance of a permit have been met. In the event the Code Official determines that the standards have been met, the Code Official shall cause the issuance of a rental occupancy permit.

(c) Only one permit shall be required per lot, provided however, in the case of multiple rental dwelling units on one lot, the permit shall identify each rental dwelling unit for which a permit has been approved.

Sec. 42-69. - Standards for issuance of permit.

The standards for the issuance and continuance of a rental occupancy permit shall be as follows:

(a) The rental dwelling, and the rental dwelling units located therein, and the grounds and the accessories buildings and structures relating thereto, are in substantial compliance with the code and all other applicable laws and regulations, and are not otherwise substandard, hazardous or unfit. In multi-family units, to promote efficiency, the Code Official shall inspect the minimum units necessary to assess the overall condition of the premises.

(b) The landlord has been issued an occupation business license and has paid all fees and taxes as required under chapter 106 of this Code.

(c) The landlord has paid all city ad valorem taxes which are due and payable against the real property upon which the building and rental dwelling units are located.

(d) The landlord has paid all fees as required under this chapter.

(e) The landlord has paid all city property maintenance liens on the property for which a permit is applied.

Sec. 42-70. - Determination of noncompliance.

(a) If a Code Official determines that any dwelling unit or units, or any part of the premises relating thereto, fail to comply with subsection 42-69(a) or that the landlord has failed to comply with subsections 42-69(b) through (e), a written notice of the violation or violations shall be given to the landlord. The notice shall direct that the landlord shall have a period of ten days to submit to the Code Official a plan consistent with the code and other applicable ordinances which outlines the landlord's remedy of the violations and the time period that such remedy shall be effectuated. The notice shall further state that in the event the landlord fails to submit a plan within said period of time, the landlord shall effectuate the remedy within a specified period of time as reasonably determined by the Code Official. The period of time to effectuate a remedy hereunder shall not at any time exceed the period of time as determined by the Code Official. A reinspection shall take place after said period of time to determine compliance. If the Code Official determines that the defects create an imminent hazard to the health or safety of occupants or the public, the Code Official shall immediately suspend the applicable temporary permit or a previously issued rental occupancy permit.

(b) Any time period accorded by the Code Official above shall not be extended by the sale or transfer of any interest in the rental dwelling unless specifically authorized by the Code Official.

Sec. 42-71. - Denial; suspension.

In the event the landlord's failure to comply continues following the period accorded the landlord for compliance, the Code Official shall mail the landlord a notice of a denial of a rental occupancy permit or suspension of a previously issued rental occupancy permit. A denial of a rental occupancy permit shall automatically suspend the temporary permit. The notice shall state:

(a) That the Code Official has determined that the landlord has failed to comply with the standards as set forth in section 42-69.

(b) The specific reason or reasons why the standards have not been satisfied including copies of applicable inspection reports.

(c) That the denial or suspension of the permit will become effective unless the landlord appeals the determination within ten days after receipt of the notice in the manner provided in section 42-73.

(d) That after denial or suspension, the rental dwelling unit or units must be vacated, and shall not be reoccupied until a rental occupancy permit is issued or is reinstated after approval by the Code Official.

(e) The notice shall describe how an appeal may be filed under Section 42-73.

(f) The Code Official shall also cause a notice to tenants to be prominently posted on the rental dwelling. The notice shall state that the rental occupancy permit for the rental dwelling unit or units has been denied or suspended, whichever is applicable, and that the action will become final on a specific date unless the landlord appeals. The notice shall further state that tenants will be required to vacate the rental dwelling unit when the action becomes final.

Sec. 42-72. - Revocation of permit—Criminal acts or nuisance.

(a) Any landlord of a rental dwelling unit who knowingly leases or continues to lease a rental dwelling unit to any tenant who commits or allow others to commit any criminal act in violation of Kentucky's criminal statutes relating to the illegal sale of controlled substances or to prostitution or to acts of violence to the person of another which causes physical injury or the imminent threat thereof, or who otherwise creates or allows others to create a nuisance on the leased premises, in violation of the provisions of subsection (b) of this section shall be subject to a revocation of the landlord's rental occupancy permits as provided herein.

(b) The landlord shall abate such activity in the manner as hereinafter provided:

(1) In the event that the Code Official receives substantiated evidence of such an act or activity or of a nuisance taking place on the leased premises of a tenant, the Code Official shall send to the landlord written notice which shall set forth the substantiated evidence and define the criminal act or activity or nuisance.

(2) In the event that the Code Official sends a second such notice to the landlord regarding such a criminal act or activity or nuisance on the leased premises of of the same tenant within one year following the issuance of a previous notice, the notice shall instruct the landlord to bring eviction proceedings against the tenant with the the McCracken District Court or to otherwise provide to the Code Official an alternative acceptable to the Code Official which effectively abates the continuance of of further criminal activity or nuisance on the leased premises of such tenant. The landlord shall initiate eviction proceedings or provide an acceptable alternative within within ten days following the landlord's receipt of such second notice. In the event the the landlord fails to initiate the eviction proceedings or otherwise provide an acceptable acceptable written alternative within said period of time, the Code Official may revoke

revoke the landlord's rental occupancy permit if the Code Official determines that the revocation is necessary to protect the health, safety and welfare of a resident or residents of the neighborhood. Upon revocation of any rental occupancy permit, no application for a subsequent rental occupancy permit shall be accepted by the Code Official for such property within six months of the date of revocation.

(3) Any eviction proceeding brought by the landlord shall be timely and diligently prosecuted by the landlord in a bonafide manner.

(4) Substantiated evidence shall constitute such evidence as would be probative in establishing probable cause that such criminal act has been committed or that a nuisance exists on the leased premises. Substantiated evidence may include evidence of a lawful arrest, indictment or conviction.

(c) In the event of revocation, the Code Official shall provide a notice of revocation to the landlord and tenant in the manner as provided in section 42-71.

Sec. 42-73. - Appeals procedure.

(a) Any landlord wishing to appeal the determination of a suspension, revocation, or denial shall file a written notice of appeal with the Code Enforcement Board within five (5) days after receipt of the notice of the suspension, revocation, or denial. The initial appeal shall be taken before the Deputy Chief/Fire Marshal of the Fire Prevention Division. The Deputy Chief/Fire Marshal of the Fire Prevention Division shall sustain the decision of the Code Official unless he determines that the provisions of this chapter have been complied with and that all of the violations have been corrected. The Deputy Chief/Fire Marshal of the Fire Prevention Division shall make a written determination.

(b) In the event the Deputy Chief/Fire Marshal of the Fire Prevention Division sustains the decision of the Code Official of suspension, revocation, or denial, the landlord shall have the further right of appeal as hereinafter provided. Any landlord wishing to further appeal the determination of suspension, revocation, or denial shall file a second written notice of appeal with the Code Enforcement Board within five (5) days after the landlord's receipt of the Deputy Chief/Fire Marshal of the Fire Prevention Division's written determination. Thereafter, the appeal process shall follow Section 42-41, 42-41.5, and 42-42 *et seq.*

Sec. 42-74. - Vacation of premises.

When an application for rental occupancy permit has been denied or a rental occupancy permit has been suspended or revoked, the Code Official shall order the rental dwelling unit or units vacated, giving tenants a reasonable time to arrange new housing and to move their possessions.

Sec. 42-75. - Duration of permit.

(a) A rental occupancy permit shall be valid until the property ceases to be used as a rental unit or until ownership of the property is transferred, whichever occurs first, unless otherwise suspended or revoked under this chapter.

(b) A prospective new owner of a rental dwelling unit shall make application for a new rental occupancy permit at least ten calendar days prior to the date of sale.

Sec. 42-76. - Inspections.

(a) Inspections of rental dwelling units shall be conducted by Code Officials and shall take place as follows:

(1) Upon application for a rental occupancy permit.

(2) Upon receipt of a complaint by a tenant or owner of a neighboring property that the rental dwelling unit or rental dwelling is substandard, hazardous or unfit for habitation if in the reasonable discretion of the Code Official, probable cause exists that the complaint is founded in fact and an inspection warranted.

(3) Upon the determination of a Code Official that probable cause exists that any rental dwelling unit or rental dwelling is in noncompliance with subsection 42-69(a).

(4) Every two-year period.

(b) The Code Official shall adopt a policy of inspecting all rental dwellings which are required to be permitted under this article. The policy shall contain objectives for the systematic inspection of all rental dwellings and priorities for the use of scarce inspection resources. The guidelines shall be based upon the following factors and any other factors deemed by the city to promote an efficient inspection program:

(1) Geographic distribution and concentration of rental dwellings;

(2) Rental dwellings with delinquent property taxes;

(3) Landlords with properties identified by the Fire Prevention Division as having an excessive number of housing code violations, or a history of noncompliance, or slow compliance, with correction orders;

(4) Landlords with properties identified by the Fire Prevention Division as having a history of demolitions being ordered by the city;

(5) Landlords with properties identified by the Fire Prevention Division as having a history of demolitions being ordered by the city, and demolished by the city;

(6) Rental dwellings for which no occupation business license or occupancy permit has been applied; and

(7) Rental dwelling with an excessive number of police calls for illegal drug offenses, prostitution, violent crimes, or disorderly conduct.

(d) Absent exigent or emergency circumstances, whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the Code Official has reasonable cause to believe that there exists in any rental dwelling or rental dwelling unit which is required to be permitted by this chapter, any condition or violation which makes such dwelling or unit unsafe, dangerous or hazardous, the Code Official may enter such dwelling or unit at all reasonable times to inspect the same or to perform any duty imposed by this chapter; provided that if such dwelling unit be unoccupied, he shall first provide notice and request entry from the landlord; and if such dwelling or unit be occupied, he shall provide notice and request entry from both the landlord and tenant. If possible, the Code Official shall first attempt to make arrangements with the landlord and tenant as to the occurrence of the inspection at least 24 hours prior to the inspection. If such entry is refused, the Code Official shall have recourse to every remedy provided by law to secure entry.

Sec. 42-77. - Fees.

There shall be a fee of \$25.00 for issuance of a rental occupancy permit and the initial inspection related thereto and a fee of \$25.00 for the renewal of a rental occupancy permit and the inspection related thereto. There shall also be a fee of \$25.00 per inspection for any further follow-up inspection related thereto. These fees shall be paid to the Fire Prevention Division.

Sec. 42-78. - Display of permit.

(a) Every landlord must show to every prospective tenant before occupancy a valid rental occupancy permit covering the rental dwelling unit to be rented. Every landlord must show to any tenant, upon demand, a valid rental occupancy permit covering the rental dwelling unit the tenant occupies.

(b) Upon demand by any Code Official, the landlord must show a valid rental occupancy permit to the Code Official.

(c) Upon demand by a municipal utility company, and so ordered by the Deputy Chief/Fire Marshal of the Division of Fire Prevention, a tenant or landlord, must produce a valid occupancy permit prior to establishment of utility service.

Sec. 42-79. - Remedies in this chapter not exclusive.

The remedies provided in this chapter are not exclusive. The remedies are in addition to, and do not supersede or preempt, other remedies such as condemnation, written violation orders and warnings, criminal charges for violation of substantive provisions of any city or state code relating to housing maintenance, fire safety, building codes, zoning, health, and the like. The remedies in this chapter do not supersede or affect the legal rights and remedies of tenants provided under state law or this chapter. Where two or more provisions conflict with one another, the more stringent shall apply.

Sec. 42-80. - New construction.

The requirement for a rental occupancy permit and inspection fee shall not apply to any building for which a certificate of occupancy has been issued by the city until five years after the issuance of such certificate of occupancy.

Sec. 42-81. - Enforcement by injunction.

The landlord's failure, refusal or neglect to comply with any of the provisions of this section may, in addition to any other remedy provided herein or in place thereof, be restrained, prohibited or enjoined by an appropriate proceeding instituted in a court of competent jurisdiction.

Sec. 42-82. - Severability.

If any section, subsection, or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Sections 42-83 thru 42-100. - Reserved.

SECTION C. Non-exclusivity.

The repeal of these sections in Chapter 42 and enactment of this Ordinance shall not release any person from an existing lien, fee, cost or other monetary sum, which is in place on the effective date of this Ordinance. This Ordinance shall not be the exclusive remedy for the city for violations of the Nuisance Code. The city reserves the right to assert other liens or remedies available to it for violations of the above provisions.

SECTION D. Effective Date.

This ordinance shall be read on two separate days, published pursuant to KRS Chapter 424, and become effective on January 1, 2017.

GAYLE KALER, MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners: December 6, 2016

Adopted by the Board of Commissioners December 13, 2016

Recorded by City Clerk, December 13, 2016

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\ord\insp\42 [1-100] Nuisance Code