



**CITY COMMISSION MEETING**  
**AGENDA FOR JANUARY 3, 2017**  
**5:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	<b>I.</b>	<b><u>MINUTES</u></b>
	<b>II.</b>	<b><u>MOTIONS</u></b>
		A. R & F Documents
		B. Appoint Mayor Pro Tem
	<b>III.</b>	<b><u>MUNICIPAL ORDER</u></b>
		A. Personnel Actions
	<b>IV.</b>	<b><u>ORDINANCES – INTRODUCTION</u></b>
		A. Authorize Fleet Maintenance Service Agreement with Concord Fire Protection – <b>R. MURPHY</b>
		B. Authorize Execution of Expanded Jurisdiction Agreement with State – <b>G. CHERRY</b>
	<b>V.</b>	<b><u>CITY MANAGER REPORT</u></b>
	<b>VI.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>VII.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>VIII.</b>	<b><u>EXECUTIVE SESSION</u></b>

DECEMBER 13, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, December 13, 2016, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

**PRESENTATION**

**CHRISTMAS PARADE FLOAT WINNERS**

Parks Services Department Special Event Coordinator Molly Tomasallo presented Christmas Parades awards to the following winners:

**Themed Float**

- 5<sup>th</sup> Place - Cub Scout Pack #20
- 4<sup>th</sup> Place – Girl Scouts of Kentuckiana, Paducah Reidland
- 3<sup>rd</sup> Place – BFW/Marcum Engineering
- 2<sup>nd</sup> Place – Girl Scout Troop #1778
- 1<sup>st</sup> Place – Cub Scout Pack #2018

**Non-Float**

- 3<sup>rd</sup> Place - Black Sheep Off-Roading
- 2<sup>nd</sup> Place - Blackburn Farms
- 1<sup>st</sup> Place - Goodwin Farms

**School Float**

- 3<sup>rd</sup> Place - McCracken County High School Pep Club
- 2<sup>nd</sup> Place – Murray State University, Paducah Campus
- 1<sup>st</sup> Place – St. Mary School System

**Drill Team**

- 2<sup>nd</sup> Place - Silver Lining Homeschool Colorguard
- 1<sup>st</sup> Place - Paducah Quickstep Cloggers

**Band**

- 2<sup>nd</sup> Place – McCracken County High School
- 1<sup>st</sup> Place – Paducah Tilghman High School

**Religious Float**

- 3<sup>rd</sup> Place – Trinity United Methodist Church
- 2<sup>nd</sup> Place – Highland Cumberland Presbyterian Church
- 1<sup>st</sup> Place – Milburn Chapel Cumberland Presbyterian Church

**MINUTES**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the December 6, 2016, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

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

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**MOTION**

**R & F DOCUMENTS**

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

**DOCUMENTS**

1. Certificates of Liability Insurance:
  - a. Johnston Fire Services, LLC
  - b. Danny Cope & Sons
  - c. Youngblood Excavating
  - d. Will Thomas
  - e. AST Environmental, Inc.
2. Right of Way Bonds for Will Thomas and AST Environmental
3. Quitclaim Deed with Lots of Wheels, LLC and Maegah Properties & Development, Inc. for Floodwall Remnants (ORD 2016-10-8437)
4. Deed with Jenny Hari-Keeling & Seth Keeling for 2400 Spruce Street (MO 1943)
5. Contracts/Agreements:
  - a. Franchise Extension Agreement with Comcast Cable, Heartland Region (ORD 2016-12-8455)
  - b. One-Year Renewal Agreement with Harper Construction, LLC for Concrete Program (ORD 2015-05-8235)
  - c. Grant Agreement with US Department of Homeland Security for 2016 Port Security Grant (ORD 2016-09-8424)
  - d. Community Development Block Grant Agreement with the Kentucky Department for Local Government for Four Rivers Recovery Center (ORD 2016-11-8450)
6. Paducah Water Works Financial Highlights for October 2016

**BIDS FOR PLANNING DEPARTMENT**

**151 Clements Street**

1. Kenneth W. Knight \*

\*denotes accepted bid

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

**MUNICIPAL ORDER**

**PERSONNEL ACTIONS**

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

(SEE MUNICIPAL ORDER BOOK)

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

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**DECLARATION AND SALE OF SURPLUS PROPERTY LOCATED AT 151 CLEMENTS STREET**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF KENNETH W. KNIGHT IN THE AMOUNT OF \$100 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 151 CLEMENTS STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). M.O.#1945; BK 9

**ORDINANCES – ADOPTION**

**APPROVE FINAL SUBDIVISION FOR GREENWAY VILLAGE PHASE 2**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled, "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." This Ordinance is summarized as follows: An Ordinance approving the final report of the Paducah Planning Commission on the proposed final subdivision for property known as the Greenway Village Subdivision – Phase 2; accepting all public improvements, dedication of right of way and public utility easements. In addition, the City of Paducah hereby authorizes the Mayor to subscribe a certificate of approval on the plat.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8456; BK 34

**ACCEPT BID FOR POLICE OFFICERS**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "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." This Ordinance is summarized as follows: The City of Paducah accepts the bid of Galls, LLC for uniforms for employees in the Police Department at the uniform unit prices contained in the bid dated November 12, 2016, for a period of two years beginning upon execution of the contract, and authorizing the Mayor to execute said contract.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8457; BK 34

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**OFFICIALLY ASSIGN A NAME FOR THE NEWLY CONSTRUCTED ROADWAY ASSOCIATED WITH THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "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." This Ordinance is summarized as follows: 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.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD. 2016-12-8458; BK 34

**ACCEPTANCE OF DELTA REGIONAL AUTHORITY GRANT FOR RECONSTRUCTION OF FLOODWALL PUMP STATION NO. 2**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "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." This Ordinance is summarized as follows: 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 be provided from the City's FY2017 budget and meet the 10% required grant match.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8459; BK 34

**FY2016 FINAL REVISED BUDGET ORDINANCE**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY FINAL ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2015, THROUGH JUNE 30, 2016." This Ordinance is summarized as follows: The City of Paducah hereby adopts a final budget for FY2016 that reflects all adjustments made throughout the fiscal year and any adjustments required by the independent financial auditors. The appropriations of City Government for a total of \$74,510,750, and summarized by fund as follows:

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 34,237,445
MAP	1,338,670
INVESTMENT	5,208,985

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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>

\$ 74,510,750

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8460; BK 34

**\$3.0 MILLION BORROWING ISSUE FOR DOME RELOCATION AND CAPITAL NEEDS FOR CONVENTION CENTER**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "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." This Ordinance is summarized as follows: 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

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(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.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8461; BK 34

### **SPECIFYING CERTAIN PUBLIC OFFICIALS TO HAVE AUTHORITY OF CITATION OFFICERS**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “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.” This Ordinance is summarized as follows: This Ordinance amends section 591 of Chapter 2 of the Paducah Code of Ordinances to add and delete what public officials are citation officers under the Code of the City of Paducah.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8462; BK 34

### **REPEALING AND REPLACING THE NUISANCE CODE ORDINANCE**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled "AN ORDINANCE COMPLETELY REPEALING CHAPTER 42, SECTION 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." This Ordinance is summarized as follows: The City of Paducah is revising Chapter 42 of the code of ordinances of the City of Paducah and repealing specific, already enacted ordinances in order to create a code enforcement board for the purpose of regulating and enforcing nuisances, property maintenance and other code ordinances, that are to be adopted herein, and for allowing the imposition of remedial measures, fees and/or fines, which will be published as follows in accordance with Kentucky Revised Statutes.

**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 fines 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

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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.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-12-8456; BK 34

### **CITY MANAGER REPORT**

#### **WATER RESOURCE DEVELOPMENT ACT**

Both houses of Congress have passed the WRDA Bill meaning the City's floodwall reconstruction project and will be starting the appropriation process.

#### **S3.0 MILLION LOAN FOR THE DOME RELOCATION AND RENOVATIONS TO THE JULIAN CARROLL EXPO CENTER-BILL AND MEREDITH SCHROEDER EXPO CENTER**

Last night the McCracken County Fiscal Court passed an ordinance authorizing an Inter-local Agreement with the City for funds collected by the county from the 2% transient room tax to be used as the revenue stream to pay the loan.

#### **BROADWAY/JEFFERSON STREET CONVERSION PROJECT**

Reminder that the meeting for public input will be held December 15<sup>th</sup> at 7:00 p.m. at the Julian Carroll Convention Center.

#### **NEXT STEPS WORKSHOP PRIORITIES**

A committee of staff members have been researching how cities have established criteria to rank capital improvement projects. In January, department directors and the city manager will hold a

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workshop for the commission to select the criteria which will be used to rank capital improvement projects.

**STORMWATER PLAN**

Next month the City Engineer will be bringing forward a contract proposal for the stormwater management plan.

**ADOPTED:** January 3, 2017

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City Clerk

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Mayor

JANUARY 3, 2017

I move that the following documents be received and filed:

**DOCUMENTS**

1. Called Meeting Notice for the Paducah Board of Commissioners for January 3, 2017
2. Oath of Office for Mayor Brandi Harless and Commissioners Sandra Wilson, Richard Abraham, Allan Rhodes and Sarah Stewart Holland
3. Certificates of Liability Insurance:
  - a. A & K Construction, Inc.
  - b. DC Electric of Benton, Inc.
  - c. Artisan Contractors of KY, LC
  - d. Danny Cope & Sons Excavating, LLC
4. Special Warranty Deed and Bill of Sale with Paducah McCracken County Convention Center Corporation for 711 North 6<sup>th</sup> Street (ORD # 2016-5-8366)
5. Deed with Karolyn Brown for 2519 Ohio Street (MO # 1931)
6. 2017 One-Year Renewal Agreement with Central Paving Company of Paducah, Inc. for Compost Grinding of Tree Debris and Yard Waste (ORD 2014-3-8125)

CITY OF PADUCAH  
January 3, 2017

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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.

*Acting*   
\_\_\_\_\_  
City Manager's Signature

*12/29/2016*  
\_\_\_\_\_  
Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
January 3, 2017

NEW HIRE - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Gagnon, Grant D	Firefighter Appointee	\$12.56/Hr	NCS	Non-Ex	January 26, 2017
Bonds, Robert M	Firefighter Appointee	\$12.56/Hr	NCS	Non-Ex	January 26, 2017
Jenkins, Michael S.	Firefighter Appointee	\$12.56/Hr	NCS	Non-Ex	January 26, 2017

GENERAL GOVERNMENT

Harless, Brandi L	Mayor	Beginning of Term	NCS	Ex	January 1, 2017
Holland, Sarah S	Commissioner	Beginning of Term	NCS	Ex	January 1, 2017

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - STREET</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Fickert, Robert A	ROW Maintenance Person	Termination	December 14, 2016
Lamb, Billy J	ROW Maintenance Person	Resignation	December 28, 2016

911 COMMUNICATIONS

Roberts, Jonas R.	Telecommunicator	Resignation	December 16, 2016
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GENERAL GOVERNMENT

Kaler, Gayle D	Mayor	End of Term	December 31, 2016
Gault, Carol C	Commissioner	End of Term	December 31, 2016
Doolittle, Steven	PRDA Director	Retirement	December 31, 2016

POLICE - SUPPORT SRVCS

Reid, Myra E	Records Clerk I	Retirement	December 31, 2016
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# Agenda Action Form Paducah City Commission

Meeting Date: January 3, 2017

Short Title: Fleet Maintenance Service Agreement with Concord Fire Protection District

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 City of Paducah's Fleet Maintenance Division has the full ability to provide maintenance and repairs services to the City's Fleet vehicles, including Fire Trucks. At this time, the Fleet Maintenance Division is willing and more than capable to provide services, for a fee, to other governmental agencies that provide emergency and/or utility services. In this accord, Concord Fire Protection District has requested the Fleet Maintenance Division to perform maintenance and repair to the vehicles owned by Concord as outlined in the attached Agreement pursuant to the Fee Schedule. Upon approval, the term of this Agreement will be for one year and automatically renewed yearly if both parties agree as outlined in the Agreement. Additionally, either party shall have the right to terminate the Agreement upon 60 day's written notice.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name:  
Account Number:

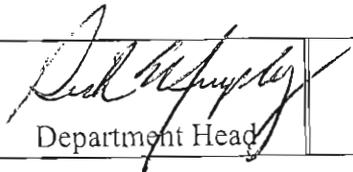
Finance
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### Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Fleet Maintenance Service Agreement with Concord Fire Protection District.

### Attachments:

Fleet Maintenance Agreement

 Department Head	City Clerk	City Manager
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AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
APPROVING A FLEET MAINTENANCE SERVICE AGREEMENT WITH  
CONCORD FIRE PROTECTION DISTRICT, AND AUTHORIZING THE MAYOR  
TO EXECUTE SAID AGREEMENT

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

**SECTION 1. Recitals and Authorization.** The City hereby approves the Fleet Maintenance Service Agreement with Concord Fire Protection District for the City to provide all fleet maintenance services, including labor, materials, and operations for repair and preventive maintenance for a fee. Further, the Mayor of the City is hereby authorized to execute the Agreement.

**SECTION 2. Term.** This agreement shall become effective upon execution. The initial term of the agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either the City or Concord terminates this Agreement upon 60 day's written notice.

**SECTION 3. Severability.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 4. Compliance With Open Meetings Laws.** The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

**SECTION 5. Conflicts.** All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

**SECTION 6. Effective Date.** This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk  
Introduced by the Board of Commissioners, August 16, 2016  
Adopted by the Board of Commissioners, August 23, 2016  
Recorded by Tammara S. Sanderson, City Clerk, August 23, 2016  
Published by *The Paducah Sun*, \_\_\_\_\_  
ord'eng'agree-fleet maintenance services – concord

**CITY OF PADUCAH FLEET MAINTENANCE  
SERVICE AGREEMENT**

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

**RECITALS**

**WHEREAS**, the City of Paducah's Fleet Maintenance Department (hereinafter "Department") services and repairs Paducah's vehicles and wishes to provide said services for a fee to other governmental agencies which provide emergency and/or utility services;

**WHEREAS**, Concord provides emergency services to the community and wishes to have its fleet of vehicles maintained by Paducah;

**WHEREAS**, Paducah agrees to provide all professional labor, materials, and operations necessary to provide maintenance and repair services to Concord's vehicle fleet for a fee.

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

1. **REPAIR SERVICES.** Paducah agrees to provide fleet maintenance services, including labor, materials, and operations for repair and preventive maintenance, pursuant to the Fee Schedule attached hereto and incorporated herein by reference. This Fee Schedule will remain in effect during the first Term of this Agreement and will be updated annually with Concord being provided a copy of the new Fee Schedule no later than thirty (30) days before the end of each Term. The turn-around time for repairs to vehicles will be determined based on the extent of repairs and availability of parts.
2. **HOURS OF OPERATION.** Paducah's Fleet Maintenance Department is open and in operation Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays recognized by Paducah. If repairs are to be performed on an emergency basis outside regular operating hours, the fee will be one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah agrees to warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Concord understands and agrees that it will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any vehicle in which the fee is less than \$500.00. Any service or repair which will exceed \$500.00 shall require prior written authorization from Concord's authorized representative as identified in Paragraph 10.
6. **COLLISION REPAIRS.** Paducah will not perform collision repairs.

## CITY OF PADUCAH – FLEET MAINTENANCE SERVICE AGREEMENT

7. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either Party terminates this Agreement as specified in Paragraph 8 herein or if Concord notifies Paducah of its intent not to renew this Agreement upon receipt of the updated fee schedule which will be provided to Concord no later than thirty (30) days before the end of each Term.
8. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice to Concord for non-payment of fees, as more particularly described in Paragraph 9. Upon termination of this Agreement, Paducah will return all fleet vehicles to Concord upon receipt of all fees owed by Concord, which will be due within thirty (30) days' of the Notice of Termination or the date of last invoice, whichever is sooner.
9. **PAYMENT.** Paducah shall send monthly invoices to Concord for all Fleet Maintenance Services performed during that month. Concord shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause by Paducah as more particularly described in Paragraph 8.
10. **AUTHORIZED REPRESENTATIVES OF THE PARTIES.** Paducah's City Engineer & Public Works Director shall serve as the authorized representative for purposes of administration of this Agreement on behalf of Paducah. Concord's Fire Chief will serve as Concord's authorized representative.
11. **NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.
12. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements, including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.
13. **INSURANCE.**
  - (a) Concord shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

Paducah shall be named as an additional insured on Concord's policy. An endorsement shall be provided which states that Concord's insurance is the primary insurance and that no other insurance affected by Paducah will be called upon to contribute to a loss under this coverage. Concord shall furnish Paducah with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by Paducah.
  - (b) Paducah shall maintain general and auto liability insurance, including bodily injury and

## CITY OF PADUCAH – FLEET MAINTENANCE SERVICE AGREEMENT

property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

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

14. **INDEMNIFICATION.** To the extent not prohibited by the Kentucky Constitution or Kentucky law, Concord shall indemnify, hold harmless, and defend Paducah (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from Paducah's performance, or failure to perform, under this Agreement.
15. **FORCE MAJEURE.** If by reason of *force majeure*, Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.
16. **RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective Party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either Party may modify their respective contact information identified in this section by providing notice to the other Party.

**TO: City of Paducah**  
**City Hall**  
**Attn: City Engineer & Public Works Director**  
**300 South 5<sup>th</sup> Street**  
**Paducah, KY 42003**

**TO: Concord Fire Protection District**  
**Concord Fire Department**  
**Attn: Concord Fire Chief**  
**5265 Enterprise Drive**  
**Paducah, KY 42001**

## CITY OF PADUCAH – FLEET MAINTENANCE SERVICE AGREEMENT

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Any legal action brought concerning this Agreement shall be filed exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each Party consents to the exclusive jurisdiction of such courts, and waives their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.
21. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
22. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.
25. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

**CITY OF PADUCAH – FLEET MAINTENANCE SERVICE AGREEMENT**

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

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

**CITY OF PADUCAH**

By: \_\_\_\_\_  
Brandi Harless  
Title: Mayor  
Date: \_\_\_\_\_

**CONCORD FIRE PROTECTION DISTRICT**

By:  \_\_\_\_\_  
Bob McGowan  
Title: Concord Fire Chief  
Date: 12-20-16

**Shop Hourly Labor Rate Sheet**

**General Vehicle Description**

Heavy Truck -----	\$95.00 per hour
Heavy Equipment -----	\$95.00 per hour
Passenger Vehicle -----	\$85.00 per hour
Light Truck -----	\$85.00 per hour
Small Engine -----	\$75.00 per hour

\*\*An overtime rate (1.5) will apply to all work after 3pm weekdays, Saturday and Sunday.\*\*

# Agenda Action Form Paducah City Commission

**Meeting Date:**

Short Title: Expanded Jurisdiction Agreement between the City of Paducah and Department of Housing, Buildings and Construction

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Greg Cherry  
Presentation By: Greg Cherry

Background Information: The Department of Housing, Buildings and Construction has reviewed our application for the Expanded Jurisdiction Renewal and has granted us approved. This agreement specifies the enforcement responsibilities with the boundaries of the City of Paducah and those of the state. This agreement may be renewed every three years upon review by the Board of Housing, Buildings and Construction.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

Finance
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Staff Recommendation:

Attachments:

Department Head	City Clerk	City Manager
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ORDINANCE NO. 2017-1-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION AND THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement between the Commonwealth of Kentucky, Department of Housing, Buildings and Construction, and the City of Paducah, Kentucky. This agreement specifies the enforcement responsibilities within the boundaries of the City of Paducah and those of the state. It is for a term of three years.

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 January 3, 2017  
Adopted by the Board of Commissioners, January 17, 2017  
Recorded by Tammara S. Sanderson, City Clerk, January 17, 2017  
Published by The Paducah Sun, \_\_\_\_\_  
\ord\insp\contract-insp jurisdiction 2017-2020



**PUBLIC PROTECTION CABINET**

**Department of Housing, Buildings and Construction**

Matthew G. Bevin  
Governor

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

David A. Dickerson  
Secretary

Steven A. Milby  
Commissioner

Timothy R. House  
Deputy Commissioner

November 4, 2016

Mayor Gayle Kaler  
300 S 5<sup>th</sup> Street  
Paducah, KY 42003

**Re: Expanded Jurisdiction Agreement between the City of Paducah and  
Department of Housing, Buildings and Construction**

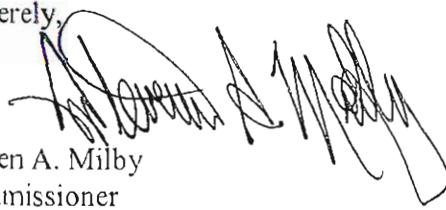
Dear Mayor Kaler:

Please find enclosed the expanded jurisdiction agreement between the City of Paducah and the Department of Housing, Buildings and Construction. This agreement specifies the enforcement responsibilities within the boundaries of the City of Paducah and those of the state. This agreement may be renewed every three (3) years upon review by the Board of Housing, Buildings and Construction.

Please review this document and if you are in agreement, obtain the signatures of the Mayor, and return it to the Department for entry. An executed copy will be returned to the signatories.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

  
Steven A. Milby  
Commissioner

Enclosure



An Equal Opportunity Employer M/F/D

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION  
101 SEA HERO ROAD, SUITE 100  
FRANKFORT, KENTUCKY 40601-5405  
Telephone: 502-573-0365  
Fax: 502-573-1057

**AGREEMENT WITH CITY OF PADUCAH GRANTING  
ADDITIONAL RESPONSIBILITY PURSUANT TO KRS 198B.060(5)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes creates a uniform state building code within the boundaries of the Commonwealth and assigns specific enforcement responsibilities to both the Department of Housing, Buildings and Construction (hereinafter called "DHBC") and to local governments; and

WHEREAS, KRS Chapter 198B also provides that local governments may undertake additional plan review responsibility and inspection responsibility upon the approval of the Commissioner of DHBC; and

WHEREAS, the City of Paducah has extended, by Ordinance, the Kentucky Building Code and the Kentucky Residential Code to cover all one and two family dwellings. (A copy of the Ordinance is attached hereto as Exhibit A); and

WHEREAS, fees established by Ordinance pursuant to KRS 198B.060(18) are attached hereto as Exhibit B; and

WHEREAS, the City of Paducah has designated a Level III certified building inspector and a certified electrical inspector to perform inspections within its jurisdiction as required by 815 KAR 7:110. Said inspectors are identified in Exhibit C attached hereto and incorporated by reference, which may be amended with the written consent of both parties to this agreement.

**SECTION I**

The City of Paducah shall assume primary plan review, inspection and enforcement responsibility under 815 KAR 7:120 Kentucky Building Code; the

International Building Code as adopted by reference therein; 815 KAR 7:125 Kentucky Residential Code; the International Residential Code as adopted therein; and other applicable law for the construction and alteration of buildings within the boundaries of its jurisdiction as follows:

1. Multi-family residential occupancies, regardless of size or height;
2. Storage, factory, industrial, frozen food locker, miscellaneous and utility occupancies, regardless of size or height;
3. Assembly, business, mercantile and church occupancies, regardless of size or height;
4. Site installation of modular housing on its permanent site (detached single family dwellings only);
5. All educational facilities except day care centers or other educational facilities required to be licensed by the state; and
6. Detached single family dwellings.

## **SECTION II**

All plumbing systems shall be inspected by the Department of Housing, Buildings and Construction, Division of Plumbing.

## **SECTION III**

Inspections of heating, ventilation, and air conditioning systems shall be as set forth in the contract entered into January 19, 2011 between the Division of Heating, Ventilation and Air Conditioning and the City of Paducah.

## **SECTION IV**

All electrical systems (except as stated in Sections V and VI) shall be inspected by certified electrical inspectors as identified in Exhibit C.

## SECTION V

DHBC shall retain plan review, inspection and enforcement responsibility under the Kentucky Building Code within the City of Paducah for all buildings which are:

1. Institutional buildings;
2. Facilities required to be licensed by the Cabinet for Health and Family Services, e.g., day care centers, hospitals, nursing homes, group homes or other similar facilities;
3. State owned or state leased buildings and facilities;
4. Buildings constructed upon state owned real property;
5. High hazard occupancies; and
6. Industrialized building systems (including modular homes) except for on-site placement and assembly of modular homes.

## SECTION VI

Local jails are subject to regulation by the Department of Corrections. Plan review, inspection, and enforcement responsibility of local jails shall not be subject to this agreement.

## SECTION VII

It is further understood and agreed that continuation of this increased responsibility by the City of Paducah is contingent upon continued supervision of the Building Code Program by a Level III Certified Plans and Specifications Inspector or other qualified persons approved, in writing, by DHBC. Field Inspectors shall be certified as Level II or above. All inspectors shall maintain their certification in good standing. The City of

Paducah shall advise DHBC of any changes to the program or inspectors employed or under contract within thirty (30) days of effective change.

**SECTION VIII**

DHBC shall provide continuing education seminars for local building officials, plan reviewers and inspectors and shall assist the local building department on a consulting basis by providing code interpretation services, enforcement assistance service and administrative review service.

**SECTION IX**

This agreement shall run for a term of three (3) years; however, it may be cancelled as described in KRS 198B.060.

ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF PADUCAH

DEPARTMENT OF HOUSING, BUILDINGS  
AND CONSTRUCTION

BY: \_\_\_\_\_  
GAYLE KALER  
MAYOR

BY: \_\_\_\_\_  
STEVEN A. MILBY  
COMMISSIONER

Approved as to Form and Legality

\_\_\_\_\_  
TIM COCANOUGH  
GENERAL COUNSEL