



CITY COMMISSION MEETING
AGENDA FOR JUNE 13, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION(S) – CITIZENS’ ACADEMY GRADUATION – M. SMOLEN

SOLAR ECLIPSE – Dr. Victor Taveras

– Mary Hammond & Jerome Mansfield

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I. <u>CONSENT AGENDA:</u>
	A. <u>MINUTES</u>
	B. <u>MOTION</u>
	1. R & F Documents
	C. <u>MUNICIPAL ORDER(S)</u>
	1. Personnel Actions
	2. Service Agreement from Jackson Purchase 2-Way Radio – E. MCMANUS
	3. Authorize Grant Application for the CDBG program on behalf of Four Rivers Behavioral Health for personnel expenses at the Center Point Recovery Center – A. SHULL

		4. Authorize Grant Application for FY2017 Port Security Grant for Allie Morgan E9-1-1 Center Equipment – E. MCMANUS
		5. Accept Household Hazardous Waste Grant Award for Free Clean-up Day – A. SHULL
		6. Approve Recodification Contract with Municipal Code Corporation – CITY MANAGER PEDERSON
		7. Approve Funding for City Hall Rehabilitation Project Phase 1A – J. PERKINS
	II.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Adopt Budget for FY2018 – J. PERKINS
		B. Amend Procurement Ordinance – M.SMOLEN
		C. Amend Nuisance Code Ordinance – G. CHERRY
	III.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	IV.	<u>EXECUTIVE SESSION</u>

MAY 23, 2017

At a Called Meeting of the Board of Commissioners, held on Tuesday, May 23, 2017, at 4:00 p.m., in the Lower Level Training Room of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (This meeting was not televised.)

INVOCATION

Commissioner Abraham gave the invocation.

CONSENT AGENDA APPROVAL

Mayor Harless asked the City Clerk to read the items on the consent agenda.

- I(A) Minutes for the May 16, 2017, City Commission Meeting
- I(B)1 Reappoint Martin Bendick to the Civil Service Commission. This term will expire May 13, 2020.
- I(C)1 A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, MAKING DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS
- I(D)1 Receive and File Documents
- I(E)1 Personnel Actions
- I(E)2 A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A STATES' ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM FUND GRANT IN THE AMOUNT OF \$200,000 FROM THE DELTA REGIONAL AUTHORITY TO ASSIST IN PURCHASING A LOGGING RECORDER FOR THE EMERGENCY COMMUNICATIONS SERVICES DEPARTMENT (M.O.#1969; BK 10)
- I(E)3 A MUNICIPAL ORDER ACCEPTING THE BID OF FINLEY FIRE EQUIPMENT FOR SALE TO THE CITY OF SELF-CONTAINED BREATHING APPARATUS FOR USE BY THE PADUCAH FIRE DEPARTMENT FOR THE REMAINING PORTION OF FISCAL YEAR 2017 & FISCAL YEAR 2018 , WITH A ONE-YEAR CONTRACT OPTION TO RENEW AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O.#1970; BK 10)
- I(E)4 A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY FREE CLEAN-UP DAY (M.O.#1971; BK 10)
- I(E)5 *A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER \$519,000 FROM THE MUNICIPAL AID PROGRAM (MAP) FUND RESERVE ACCOUNT TO THE NON-ROLLING STOCK/STREET RESURFACING/REHABILITATION ACCOUNT TO ALLOW CONTINUATION OF*

STREET REHABILITATION (This item was removed from the consent agenda to be discussed before the budget presentation.)

- I(E)6 A MUNICIPAL ORDER TO RE-USE \$125,000 IN REPAID ECONOMIC DEVELOPMENT BOND FUNDS APPROVED THROUGH THE KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT TO BE USED AS AN ECONOMIC INCENTIVE TO WHITEHALL INDUSTRIES TO AID IN THE PURCHASE OF ONE ALUMINUM EXTRUSION PRESS WHICH WILL ASSIST IN THE LOCATION OF WHITEHALL INDUSTRIES TO PADUCAH (M.O.#1972; BK 10)

Mayor Harless, at the request of the City Manager, asked that Item I(E)5 be removed from the Consent Agenda and be discussed before the budget presentation.

Motion was made by Mayor Harless, seconded by Commissioner Holland, to approve the items on the Consent Agenda minus item I(E)5.

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

MUNICIPAL ORDER

BUDGET REALLOCATION FOR MAP FUND RESERVE

Commissioner Holland offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER \$519,000 FROM THE MUNICIPAL AID PROGRAM (MAP) FUND RESERVE ACCOUNT TO THE NON-ROLLING STOCK/STREET RESURFACING/REHABILITATION ACCOUNT TO ALLOW CONTINUATION OF STREET REHABILITATION," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). M.O.#1973; BK 10

WORKSHOP

BUDGET PRESENTATION

The City Manager and Finance Director Jon Perkins led a budget presentation for FY2018. The General Fund has a total planned expenditure of \$34.4M for next fiscal year, compared to \$33.5M for this year. A majority of the City programs are funded through the General Fund but the Capital Improvement Projects are funded through the "The Investment Fund." The Investment Fund is funded from a ½ cent payroll tax.

On April 18th during a pre-budget workshop, the Board was informed that approximately 32% of the expected revenue from the Investment Fund will be allocated to pay down debt, which combined with other ongoing commitments leaves under 14% of the total revenue available for capital projects. It was pointed out by the City Manager that \$364,000 is remaining from the Investment Fund for project(s) on the Ranked Project List (prepared in an earlier exercise by the directors).

MAY 23, 2017

After a lengthy roundtable discussion between the Directors, City Manager, and Board, the City Hall Phase I and 911 Phase I Equipment Upgrade projects were selected to be completed. They will be funded through fund accounts, fund reserve accounts, bonding and possible grants. The Board chose the remaining \$364,000 to be held in an account to use for the Fountain Avenue Neighborhood infrastructure improvements in case the City does not receive a grant.

ADJOURN

Mayor Harless adjourned the meeting at approximately 7:50 p.m.

ADOPTED: June 13, 2017

City Clerk

Mayor

June 13, 2017

I move that the following documents be received and filed:

DOCUMENTS

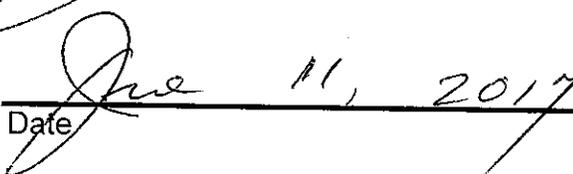
1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for June 6, 2017.
2. Commissioner's Deed for 722 North 7th Street
3. Agreement with Finley Fire Equipment DBA Bluegrass Fire Equipment for Self-Contained Breathing Apparatus SCBA Equipment (MO # 1970)
4. Paducah Water Works Financial Highlights for April 2017

CITY OF PADUCAH
June 13, 2017

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



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
June 13, 2017

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

<u>PARKS SRVCS - RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Crim, Donovan B	Recreation Leader	\$8.25/Hr	NCS	Non-Ex	June 1, 2017
Dew, Emily A	Pool Attendant	\$7.75/Hr	NCS	Non-Ex	June 22, 2017
Frazier, Alexis	Recreation Leader	\$8.25/Hr	NCS	Non-Ex	June 1, 2017
Sims, Tanner Scott	Lifeguard	\$8.25/Hr	NCS	Non-Ex	June 1, 2017

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>FIRE - SUPPRESSION</u>					
Blackwell, Jacob	FF / Relief Driver \$14.89/Hr	Acting Fire Lieutenant \$16.32/Hr	NCS	Non-Ex	April 27, 2017
Blackwell, Jacob	Acting Fire Lieutenant \$16.32/Hr	FF / Relief Driver \$14.89/Hr	NCS	Non-Ex	May 15, 2017
<u>PARKS SRVCS - RECREATION</u>					
Draffen, Mya S	Lifeguard \$8.25/Hr	Head Lifeguard \$8.75/Hr	NCS	Non-Ex	June 13, 2017
Griffin, Olivia S	Youth Soccer Coach \$8.50/Hr	Recreation Leader \$8.25/Hr	NCS	Non-Ex	June 13, 2017
Hill, Courtney C	Lifeguard \$8.25/Hr	Head Lifeguard \$8.75/Hr	NCS	Non-Ex	June 13, 2017

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Blackford, Kenzie Leigh	Lifeguard	Declined Job Offer	June 2, 2017
Smith, Isabela G	Lifeguard	Declined Job Offer	June 2, 2017

TERMINATIONS - FULL-TIME (FT)

<u>EMERGENCY COMMUNICATIONS SRVCS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Bailey, Ashley	Emergency Comm Telecommunicator	Resignation	June 4, 2017

**Agenda Action Form
Paducah City Commission**

Meeting Date: June 13th,
2017

Short Title: Service agreement from Jackson Purchase 2-Way Radio

Ordinance Emergency Municipal Order Resolution Motion

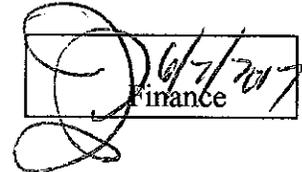
Staff Work By: Brent Stringer

Presentation By: Ed McManus/and or Brent Stringer

Background Information: This service agreement between Jackson Purchase 2 Way Radio and the City of Paducah replaces the annual maintenance and support contract from Motorola. Our current radio infrastructure equipment housed at the 911 building is no longer supported by Motorola including our 911 phone system. JP-2 Way has agreed to continue to support our equipment on an annual basis with quarter payments of \$7020.00 for an annual cost of \$ 28,080.00 until our new equipment is in place. The cost will be split 50/50 between the radio infrastructure account and the 911 phone equipment account.

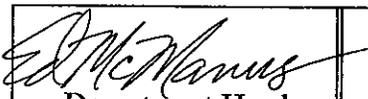
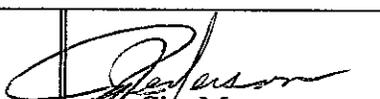
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Communications equipment
Account Number: 012-4011-523.22-06
064-0214-542.22-06


Finance

Staff Recommendation: Approve municipal order for the service agreement between JP-2 Way and the City of Paducah

Attachments: Service Agreement

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH JACKSON PURCHASE 2-WAY RADIO, INC. FOR FY2018

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Jackson Purchase 2-Way Radio, Inc. for services for the 800 MHz Smartnet radio system #3713, The Airbus telephone system, and Motorola Gold Elite dispatch console system. The Service Agreement with Jackson Purchase 2-Way Radio in the amount of \$28,080.00 shall expire June 30, 2018.

SECTION 2. This expenditure shall be split equally between the Communications Equipment Accounts 012-4011-523.22-06 and 064-0214-542.22-06.

SECTION 3. This Order will be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 13, 2017
Recorded by Lindsay Parish, Assistant City Clerk, June 13, 2017
MO\contract-Jackson Purchase 2-Way Radio



MOTOROLA

Jackson Purchase 2 Way Radio, Inc.

1201 South Third Street
Paducah, KY 42003
Phone: (270) 443-5604, (800) 264-5604
Fax: (270) 443-6402
E-mail: shop@jp2way.com
Owner/President: Joey Watkins

Service Agreement for Paducah E911

Site location: City of Paducah, 911 Dispatch & Operations Facility
5th & Clark Street, Paducah Kentucky.

Service provider: Jackson Purchase 2-Way Radio Service, INC. (JP2WAY) of Paducah KY.

Agreement Summary:

The following is an explanation of agreed services to be rendered by Jackson Purchase 2-Way Radio Service, INC. for the City of Paducah 911's Motorola 800MHz Smartnet Radio System #3713, The Airbus telephone system, and the Motorola Gold Elite dispatch console system.

Scope of Agreement:

This agreement is limited to requests made by authorized personnel, or monitored alarm notifications of issues that impair the normal operations of radio system #3713, the Airbus phone system, or the Motorola Gold Elite dispatch consoles. Service calls from JP2WAY will be available 24 hours a day / 7 days per week and response times will be determined by severity of issue. Restoration of service, and repairs if needed, will be determined on a per case / best effort scenario. Also, the extent of the issue and the availability of replacement parts will be a major factor in restoring service in a timely manner. This agreement also includes one (1) annual On-Site Maintenance check of active / reserve System #3713 equipment to be performed during regular business hours. This agreement does not cover non-system #3713 equipment such as the building electrical system, HVAC, generator, building integrity, and other non-radio or dispatch system items. Any tower related work shall be sub contracted through JP2WAY. Any work to include climbing, light repair / replacement, antenna or cable repair / maintenance will be billed separately using current contractor rates.

Agreement rates as of April 1st, 2017:

In lieu of an hourly rate charged per call based upon time of day / day of week, this agreement serves as documentation that the sum of \$28,080.00 is to be paid to Jackson Purchase Two Way Radio Service, Inc. for compensation of any and all labor and travel expenses for service and repairs, excluding parts, under contract. This agreement shall be valid for 1 year from date of execution and can be automatically renewed annually. The sum of \$28,080.00 shall be paid in 4 quarterly installments of \$7020.00 through invoices received from JP2WAY.

Important notice:

It is important to understand that Motorola Smartnet is a legacy system. This means that Motorola factory support is no longer available. Repairs and/or replacement parts may be limited to availability

through Motorola and/or used equipment dealers. Many parts may become harder to, or even impossible to find, as time goes on.

Reserving System Components (Optional):

Components of the Paducah 911 Smartnet 800 MHZ systems may, by direction of Paducah 911, be removed from active service.

The system normally operates with two site controllers, one active and one in hot standby mode, and eight repeater stations that automatically switch in the event of an active controller failure. By disconnecting this hot switch-over feature, this may help to reduce losses from AC power/generator surges or lightning damage.

One MTC3600 controller, five Quantar stations, two data broadcasting boxes, and the 800MHZ antenna system remain in service. The second MTC3600 controller, the three remaining Quantar stations, and the two remaining data broadcast boxes can be disconnected and powered down to provide either a non powered backup system, or, swappable parts to resolve active system issues.

800 MHz Antenna System:

The 800MHZ antenna system and tower are the life line of system operation. Other 2-way stations located on site, including the ICALL/ITAC stations, are connected to the antenna system and would be impacted in case of an antenna system problem. Best effort will be made to resolve any antenna related issues.

Paducah 911 will be contacted in the event of antenna system problems that require an official directive, authorization for purchase(s), and labor costs to repair. A tower maintenance/erection company would need to be contracted to resolve tower, antenna systems, or other associated contractor required issues that relate to, or, are outside of the communications building.

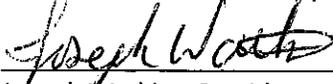
Major System Extended Outage or Damage:

Best effort will always be made to restore the Paducah 911 radio system to active service as soon as possible if issues arise. However, if for any reason that service cannot be restored to normal operation as the result of fire, theft, manmade or natural disaster, or any other reason, a backup plan should be in place. It is recommended that an immediate alternative plan of dispatch and unit to unit communications be in place in case of an outage whether short or long term.

Disclaimer:

Jackson Purchase 2-Way Radio Service, INC. is neither responsible nor liable for any incidents, accidents, deaths, or injuries as a result of normal system operations, failures, and any problems encountered during communications, during attempts or disruptions of communications, or any alternate, emergency, or backup communication systems or plans.

Jackson Purchase Two Way Radio Service, INC.

 5-24-2017
Joseph Watkins, President

City of Paducah E911

**Agenda Action Form
Paducah City Commission**

Meeting Date: 13 June 2017

Short Title: Center Point Recovery Center – 2017 CDBG Grant

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Adam Shull

Presentation By: Adam Shull

Background Information: The Department for Local Government (DLG) has received for the 2017 Funding Cycle \$22,343,047 from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities.

The CDBG program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- benefit to low and moderate income persons;
- prevention or elimination of slums or blight; and,
- meeting particularly urgent community development needs.

On behalf of Four Rivers Behavioral Health, the planning department is proposing the submittal of a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$220,000 through the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with approximately \$850,000 in other federal and state funds. Local matching funds will not be required from the City of Paducah.

A fee of \$10,500 will be paid to the city for maintaining and providing administration of the funding.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:
Account Number:
Project Number:

Finance

Staff Recommendation: Authorize and direct the Mayor to sign all required grant application documents.

Attachments: None

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2017 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$220,000 FROM THE OFFICE OF THE GOVERNOR'S DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER POINT PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant from the Office of the Governor Department for Local Development in the amount of \$220,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Center Point Recovery Center. A local match is not required. An administration fee of \$10,500 will be paid to the City for maintaining and monitoring this funding.

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

Mayor

ATTEST:

Lindsay Parish, Assistant City Clerk

Adopted by the Board of Commissioners June 13, 2017

Recorded by Lindsay Parish, City Clerk, June 13, 2017

\mo\grants\cdbg-four rivers recovery center project 2017 6-2017

Agenda Action Form Paducah City Commission

Meeting Date: 13 June 2017

Short Title: U.S. Department of Homeland Security/FEMA – 2017 Port Security Grant Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle, Ed McManus, Brandon Barnhill, Adam Shull

Presentation By: Steve Kyle and/or Ed McManus

Background Information: The 2017 Port Security Grant Program (PSGP) directly supports maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the U.S. Department of Homeland Security to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. The City of Paducah was awarded funding through this program in 2015 for a mobile surveillance camera system, and in 2016 for security cameras to monitor the floodwall.

The 911 Communications Services Department is proposing to apply for a CAD system replacement at the Allie Morgan E9-1-1 Center. A CAD (computer-aided dispatch) system allows public safety operations and communications to be augmented or assisted by an automated system. Replacing the CAD system in Paducah is part of the overhaul at the dispatch center that will replace or upgrade outdated systems that are end-of-life or out of compliance with industry standards. This program requires a match of at least 25 percent. The City will apply for \$1 million from the Port Security Grant Program toward a total cost of \$1,575,000. The \$575,000 match will come from the 064 Radio Depreciation Fund.

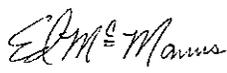
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:
Project Number:

Finance

Staff Recommendation: Authorize and direct the Mayor to sign all required grant application documents and authorize the submittal of the grant application through Grants.gov and the ND grants web portal.

Attachments: None

 Department Head	City Clerk	 City Manager	
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A 2017 PORT SECURITY GRANT IN THE AMOUNT OF \$1 MILLION, FOR A COMPUTER AIDED DISPATCH SYSTEM REPLACEMENT AT THE ALLIE MORGAN E911 CENTER

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary through the U. S. Department of Homeland Security for a 2017 Port Security Grant in the amount of \$1,000,000, for a Computer Aided Dispatch (CAD) System replacement for the Allie Morgan E911 Center. Local cash match of \$575,000 will be allocated from the 064 Radio Depreciation Fund.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 13, 2017
Recorded by Lindsay Parish, Assistant City Clerk, June 13, 2017
\\mo\grants\homeland security-CAD System Allie Morgan E911 Center

**Agenda Action Form
Paducah City Commission**

Meeting Date: 13 June 2017

Short Title: 2017-2018 Kentucky Household Hazardous Waste Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pam Souder, Chris Yarber, Adam Shull

Presentation By: Adam Shull

Background Information:

The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day, a project that has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

Through Municipal Order No. 1959 adopted March 28, 2017, the City Commission approved the Engineering/Public Works and Planning Departments submitting an application for the 2017-2018 Kentucky Division of Waste Management Household Hazardous Waste Award Program. The City's request was awarded in May. The City acts as the Lead Agency/Fiscal Agent for the \$25,500 award, which is combined with the required local cash match of \$6,375 for a project totaling \$31,875. The local cash match is divided equally between the city and the county. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 050-2209-531-2004.

This award requires an Inter-local Agreement to be signed and approved by the City Commission and Fiscal Court.

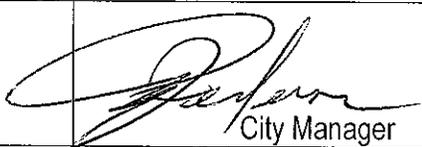
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Solid Waste
Account Number: 050-2209-531-2004
Project Number: MR0070


6/7/2017
Finance

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

Attachments: Interlocal Agreement Regarding a Kentucky Division of Waste Management Hazardous Household Waste Grant Award.

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2017-2018 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING THE ANNUAL CITY/COUNTY CLEAN-UP DAY; RATIFYING THE MAYOR'S EXECUTION OF THE GRANT AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY

WHEREAS, the City of Paducah applied for a matching Household Hazardous Waste Grant through the Kentucky Division of Waste Management, adopted by Municipal Order No. 1959 on March 28, 2017, to be used for funding the 2018 Annual City/County Free Clean-Up Day; and

WHEREAS, the Kentucky Division of Waste Management, has approved the application and is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts matching grant funds in the amount of \$25,500 through the Kentucky Division of Waste Management for a 2017-2018 Household Hazardous Waste Grant to fund disposal services for the 2018 Annual City/County Free Clean-Up Day. A local match of \$6,375 is required with the City of Paducah and County of McCracken contributing \$ 3,187.50 each. The City's contribution will come from the Engineering/Public Works Account No. 050-2209-531-2004.

SECTION 2. That the City hereby ratifies the Mayor's execution of the Grant Agreement with the Kentucky Division of Waste Management.

SECTION 3. The Mayor is hereby authorized to execute an Interlocal Agreement between the City of Paducah and McCracken County to act as the legal recipient and fiscal agent for the Household Hazardous Waste Grant funds.

SECTION 4. This order shall be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Tammara Sanderson, City Clerk

Adopted by the Board of Commissioners June 13, 2017
Recorded by Lindsay Parish, City Clerk, June 13, 2017
MO\grants\award-Household Hazardous Waste 2018

**2017-2018 KENTUCKY PRIDE FUND
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT GRANT AGREEMENT**

Grant Period July 1, 2017 - June 30, 2018

The Grantee CITY OF PADUCAH hereby agrees to the following conditions for the 2017-2018 Kentucky Division of Waste Management Household Hazardous Waste Management Grant Program authorized under KRS 224-43-505(4). The grant funds shall be used for the direct costs associated with the project specified in the grant application and for any modifications in this grant agreement.

The Grantee understands and agrees as follows:

1. The Grant Application, the Project Close-out Report, and this agreement are the entire project.
2. Grantee shall assign the 2017-2018 Household Hazardous Waste Management Grant funds into a designated line item for state grants.
3. Grantee shall designate a Project Coordinator responsible for:
 1. Overseeing the implementation of the project
 2. Overseeing the preparation and submittal of the final report
 3. Tracking of in-kind personnel/volunteers/inmates throughout the life of the grant
4. Grantee shall submit a 2017-2018 Kentucky Pride Fund HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-Out Report within 60 days of the completion of the project. The project deadline is June 30, 2018.
5. Grantee is solely responsible for completion of the project and assumes all liabilities associated with its completion.
6. Grantee is responsible for any additional costs that exceed the original grant funds provided.
7. Unspent grant funds and grant funds not expended in accordance with the grant agreement, as determined by the division, shall be reimbursed to the division within forty-five (45) days of written notification unless an extension has been approved in writing by the division.
8. Grantee shall contract with a vendor that is registered as a Hazardous Waste Transporter with the U.S. EPA and the Kentucky Division of Waste Management's Hazardous Waste Branch.
9. Grantee shall provide an adequate, safe, accessible site for the event. Provide written safety instructions, waiver forms for volunteers, and other necessary requirements, not provided by the vendor. See <http://www.epa.gov/osw/wycd/catbook/hhw.htm> for more information.

**2017-18 HHW Grant Worksheet
CITY OF PADUCAH**

Items Requested	Amount Requested	RAS Adjustments	Approved Amount
American Environmental Services	24,000.00	-	24,000.00
Paducah Sun	1,500.00	-	1,500.00
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
Total	25,500.00	-	25,500.00

- 10. The Grantee shall make all records required by the grant close-out report available for division inspection until close-out notification is received from the division.
- 11. Grant funds from other state or federal funds do not qualify as a direct expense or a local match.
- 12. The signed grant agreement, as approved by the Division, is in full force and effect until the grantee receives either of the following:
 - a) written notification from the Division
 - b) ninety (90) days after the grantee has submitted the close out report form and has not received written notification from the division as to the status of the grant close out.

NAME OF GRANTEE CITY OF PADUCAH
 Federal ID#: 61-6001891

Signature: 
 Brandi Harless, Mayor
 City of Paducah

DATE: 5-31-17

Signature: 
 Adam Shull, Grants Administrator
 City of Paducah

DATE: 5-31-17

**INTERLOCAL AGREEMENT REGARDING A KENTUCKY DIVISION OF WASTE MANAGEMENT
HAZARDOUS HOUSEHOLD WASTE (HHW) GRANT AWARD**

THIS AGREEMENT, made and entered into on the dates indicated hereinafter, as evidenced by the dates executed by the parties, with an effective date of June 12, 2017, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a Kentucky Division of Waste Management (DWM) Household Hazardous Waste (HHW) Grant Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a HHW Grant Award in the amount of \$25,500 offered by the Kentucky DWM; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$25,500 DWM, HHW Grant Award that the individual, specific, and special needs of each of the parties hereto be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding a Kentucky Division of Waste Management (DWM) Household Hazardous Waste (HHW) Grant Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through the following June 30.

"Term" means the term of this Agreement as determined pursuant to Article IV hereof.

ARTICLE III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations. Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

(a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.

(d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

Section 3.2. Representations. Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

(a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to

which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

(d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the HHW Award, a one (1) year period beginning June 1, 2017, and ending July 1, 2018 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: FUNDING

Section: 5.1. In accepting the \$25,500 DWM HHW Award the City and the County agree to be responsible for the local match share of \$6,375 in equal portion and any additional expenses or overages associated with the award.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the HHW Award for both parties and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all purchases, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report.

Section: 6.2. The City and the County agree that each party shall be responsible for its own administrative costs associated with the HHW Award.

ARTICLE VII: ASSIGNMENT

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE VIII: MISCELLANEOUS

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City of Paducah

Attn: Mayor or City Manager

300 South 5th Street

P.O. BOX 2267

Paducah, KY 42002-2267

County of McCracken

Attn: County Judge Executive McCracken County Courthouse Paducah, KY 42003-1700

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section: 8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section: 8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor Brandi Harless

Date executed: _____

ATTEST: _____

City Clerk Tammy Sanderson

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Judge Executive Bob Leeper

Date executed: _____

ATTEST: _____

Fiscal Court Clerk Julie Griggs

Date executed: _____

HAVE SEEN AND CONSENT TO FORM FOR EXECUTION:

By: _____

Bobby Russell, Kentucky Department of Local Government

Date executed: _____

Agenda Action Form Paducah City Commission

Meeting Date: June 13, 2017

Short Title: Approve Professional Services Contract with Municipal Code Corporation for Recodification

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Lindsay Parish, Tammara Sanderson
Presentation By: Jeff Pederson

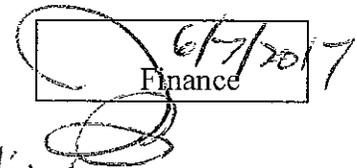
Background Information: KRS 83A.060(11) requires cities to review their Code of Ordinances for consistency with state law and with one another and to be revised to eliminate redundant, obsolete, inconsistent and invalid provisions once every five years. The City has worked with Municipal Code Corporation for over 20 years to update the Code of Ordinances with new supplements and more recently to maintain the online presence of the Code.

The Recodification Contract with Municipal Code Corporation is broken into 2 phases and provides the city with a legal review to identify the conflicts within the code, teleconference to answer questions, editorial work to incorporate legal review findings and new ordinances, and delivery of the code in hard copy and electronic format. The Addendum to the Contract is for the service of hyperlinking all State Statute Citations within the Code to the full State Statute. The Addendum has put the contract over the \$20,000 threshold for City Commission approval.

PHASE I - Legal Review & Conference - \$9,900*
PHASE II - Implementation & Republication - \$9,200*
ADDENDUM - Hyperlink State Statute References - \$1,500**
(Additional \$250/year for link maintenance)
TOTAL: \$20,600

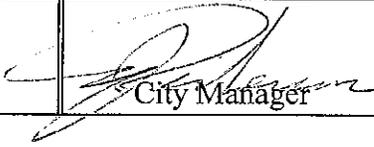
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Services/Recodification
Account Number: 001-0104-511.23-08


Finance

* - FY2017 Expenditures; ** - Future obligations.
Staff Recommendation: Authorize the Mayor to sign the Recodification Contract with Municipal Code Corporation as well as the Addendum to the Contract for hyperlinking state statute references.

Attachments: Contract and Addendum to Contract with Municipal Code Corporation.

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND ADDENDUM WITH MUNICIPAL CODE CORPORATION FOR RECODIFICATION SERVICES FOR THE CITY OF PADUCAH CODE OF ORDINANCES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a professional services agreement and addendum with Municipal Code Corporation for recodification services for the Paducah Code of Ordinances. This agreement and addendum shall be in the amount of \$20,600.00 with an annual fee of \$250 for online hyperlink maintenance. The initial term of this contract will be for three (3) years, beginning on the publication date of the new Code. The contract will automatically renew from year to year provided that each party may cancel or change the agreement with sixty (60) days written notice.

SECTION 2. This expenditure shall be charged to the Services/Recodification Account No. 001-0104-511.23-08.

SECTION 3. This Order will be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 13, 2017
Recorded by Lindsay Parish, Assistant City Clerk, June 13, 2017
MO\contract-Municode Recodification 6-2017

municode

Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

January 24, 2017

Ms. Tammara Sanderson
City Clerk
City of Paducah
PO Box 2267
Paducah, KY 42002-2267

Sent Via Email: tsanderson@paducahky.gov

Dear Ms. Sanderson:

Thank you for speaking with our Inside Sales Representative, Patrick Holiday, regarding a recodification of the City's Code! Per your request, we are pleased to submit our professional service proposal for a phase-by-phase recodification project.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work is completed by our experienced team of in-house attorneys.

Experience. With over 4,100 customers in all 50 states, we are the nation's most trusted and experienced codifier of local government codes in the nation, currently hosting over 3,200 municipal codes online. Our team of attorneys has an average of over 20 years of codification experience. With over 210 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 65 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over ten years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Commitment to Kentucky. We are proud to serve 11 clients in the State of Kentucky. We regularly attend, support and sponsor the Kentucky Municipal Clerks Institute.

Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 65 years and have worked for decades serving the biggest and most advanced municipalities in the nation. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams consisting of 47 legal editors and proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. Your Municode Representative, Scott Horton, is able to meet with you in person anytime. Scott can also provide onsite training or host webinars throughout the term of the contract.

Your Representative. Municode's Eastern Regional Sales Representative, Scott Horton, is located in Raleigh, North Carolina. He is available to answer questions and meet with you, as needed. Scott worked in state government and local government for over 10 years and ensures that his clients get the best customer experience possible. Scott visits your area often, attends the Kentucky Municipal Clerks Institute Conference and IIMC Conference, and is supported by our entire team in Tallahassee.

Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you always receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the former President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town, the Tallahassee Veteran's Village and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with Patrick, Alicia Bywaters, Scott Horton, or our Assistant Vice President of Sales, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,



W. Eric Grant
President

WEG/amb

cc: Steffanie Rasmussen, Assistant Vice President of Sales
steff@municode.com / 800-262-2633 ext. 1148
Scott Horton, Regional Sales Representative
shorton@municode.com / (919) 830-3358
Patrick Holiday, Inside Sales Representative
pjh@municode.com / (800) 262-2633 ext. 1226

PHASE ONE LEGAL REVIEW & CONFERENCE

Municipal Code Corporation, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform legal review services for the **CITY OF PADUCAH, KENTUCKY**, hereinafter referred to as client.

Legal Review and Republication. As was discussed recodification can be expensive and take years to complete, however, we have devised a less expensive and faster way to accomplish a similar result. It begins with a legal review that provides you with a snapshot of possible conflicts and issues of concern. The conflicts and concerns are corrected by republishing the code.

Conflicts. Most conflicts arise over time, and are caused by changes in other bodies of law, such as the state statutes. The state continually revises its statutes and ordinances based upon previous authority may end up conflicting with the state law despite no change to the local law. In order to ensure that a code is adequately maintained, we recommend a complete legal review every 5-15 years, the time depends upon the number of ordinances passed and the extent to which the state statutes changed since the last review.

Staff of Attorneys. Municode has a staff of full-time attorneys that provide our legal services. Our attorneys are well-versed in local government law and in areas of concern with regard to codification. They also have the benefit of knowledge gained from experience working with many local governments. Please review our corporate resume that is attached.

One of our attorneys would personally conduct a chapter-by-chapter legal review, including recently enacted ordinances. The review would identify obsolete provisions, conflicts and inconsistencies with current state statutes, as well as conflicts with other code sections. State law citations are checked and necessary changes and additions are noted. If your concerns are more narrowly defined, you can limit the scope of review to selected chapters or just state law references. Costs and additional information are provided below.

The legal review results in a legal memorandum that includes recommendations for curing conflicts, deleting obsolete provisions and other "housecleaning" measures. The legal memorandum shows the attorney's recommendations as footnotes and comments within the code text which allows you to see the context of the issues and recommendations. Comments on ordinances not-yet-codified will appear as endnotes to the legal memorandum. It is delivered in print and electronic form for your convenience (see enclosed sample). All recommendations are intended for the use of an attorney and are not to be considered legal advice to a layperson.

Conference. Within 30 days of your receipt of the Legal Memorandum, Municode's attorney will schedule a conference (via webinar, teleconference or in person), to discuss the findings of the Legal Memorandum. The discussion should include all interested officials, as their participation will help expedite implementation of the approved recommendations.

Client Responsibility. The client agrees to:

- *Review Legal Memorandum.* The Client shall review the legal memorandum and modify and/or approve the proposed table of contents and organization of the code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.
- *Participation of Attorney.* Ensure the client's attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the proofs.

PHASE TWO IMPLEMENTATION & REPUBLICATION

Municipal Code Corporation, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform implementation and republication services for the **CITY OF PADUCAH, KENTUCKY**, hereinafter referred to as client.

Editorial Work. The editorial work on the code will include the following:

- *Incorporate Legal Review findings.* All approved recommendations will be implemented into the code as outlined in the legal memorandum.
- *Incorporate Ordinances.* The ordinances of the client, enacted subsequent to the latest ordinance included in the existing code, will be incorporated into the codification as appropriate. The amended or repealed provisions will be removed and the new provisions inserted.
- *Repaginating the Code.* Municode will re-process the existing pages into new pages with new page numbers. The supplement numbers are removed and all pages are redone to remove blank and short pages within the chapters.
- *Review Pages and Numbering.* Municode will review the pages and numbering to advise the client of any inconsistency within the code. The client will approve all changes made to the republished code.
- *Page Format.* Municode's page format is designed for consistency and readability. The page size will be 8 ½ x 11 inches, double column. We provide two different page headers, chapter and code name, to allow better navigation within the code. We also provide ears to designate the section the page contains. Our page numbering allows for growth within the volume, as does our reserved chapter options. Page format can be consistent with the current page format or it can be modified as needed. The editor will discuss options with you prior to sending proofs.
- *Type and Font.* The type and font will be 10-point, Times New Roman.
- *Graphics.* Graphics and other material that require special methods of reproduction or modification will be included in the project. We ask the client to forward an electronic file of the graphics included in the code and/or a clean, printed copy.
- *History Notes.* History notes from the existing code will be maintained in the new code. Municode will also add a note for each section added during the project. The note will indicate the source from which the section is derived. History notes are placed at the end of the section being amended.
- *Chapter Analysis.* Each chapter of the new code will be preceded by a detailed analysis listing the articles, divisions, and sections contained therein.
- *Adopting Ordinance.* Municode will provide an adopting ordinance upon completion of the project.

Index. A comprehensive, legal and factual, general index for the entire code will be prepared. All sections are indexed under major subjects with appropriate section citations. Columnar citations are used to enhance the ease of reference.

Tables. The following tables will be prepared for the new code:

- *Table of Contents.* This table will list the chapter, articles or divisions of the code, with appropriate page numbers.
- *Comparative Table.* If feasible, Municode will prepare a comparative table, listing the ordinances included in the code, in chronological sequence and setting out the location of such ordinances in the code. A table will also be prepared setting out all sections of the prior code included in the new code.

Proofs. After the editorial work has been completed, Municode will submit one set of proofs to the client for review. The client may make word changes on the proofs without charge. However, the client will be charged for changes or deletions constituting more than one page of type.

It shall be the duty of the client to return the proofs, with the changes indicated thereon, within forty-five (45) days from the date of their receipt. If proofs are not returned within forty-five (45) days and no notice to the contrary is received by Municode, it will be assumed that no changes are to be made. Municode will then proceed to print the Code and no changes shall thereafter be allowed.

Should the client request to review the proofs beyond forty-five (45) days but fail to return them within five (5) months, the contract balance shall become due and payable. Upon mutual agreement regarding time and compensation, Municode shall update the proofs with subsequent enactments before delivery of the printed Code.

Municode guarantees typographical correctness. Errors attributable to Municode will be corrected throughout the term of the contract without charge to the Client. Municode's liability for all services shall extend only to the correcting of such errors in the code or future supplements, not to any acts or occurrences as a result of such errors and only so long as the contract is in effect.

Delivery of Code. A summary of features available on municode.com follows. For a more detailed explanation see the page titled "Website Features Defined" at the end of this proposal.

- *Electronic Format and Delivery Options.* The new code can be delivered in a variety of electronic formats and mediums. Supported formats include PDF, WORD (DOCX), Folio and integrated with the dtSearch Engine online. Electronic delivery mediums include posting on-line and download (FTP).
- *Electronic Features and Tools.* The code, integrated with dtSearch (either posted on municode.com or as Folio) will have the following tools available to the user, search (simple and Boolean), ranked hit list, search history, print / save selected sections, e-mail selected sections (on-line only), expandable table of contents, automatic conversion to "mobile-friendly mode" when viewed from a hand held device, ability to link to individual sections from external content and customization of banner to match client's website design.
- *Printing and Binding.* All copies will be printed on acid-free paper in the chosen format with divider tabs for each major section of the code and Index. Color printing is available at an additional charge. The client will use existing binders, unless otherwise noted on the quotation sheet. Our paper vendor is chain-of-custody certified with the Forest Stewardship Council (FSC), Sustainable Forest Initiative (SFI) and Programme for Endorsement of Forest Certification schemes (PEFC).
- *Reprints or Pamphlets.* Selected chapters, or combinations of chapters, may be reprinted for distribution. Pamphlets are provided separately, based upon the price list available at this time. They can be provided with binders, paper covers, tabs and all other standard publishing options. Municode can also provide these to subscribers.

Client Responsibility. The Client agrees to:

- *Amendatory Legislation.* The client shall immediately forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form.
- *Submission of data.* The client shall provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.
- *Proofs.* The client will review and return the proofs within forty-five (45) days of receipt. Changes to the text should be marked directly on the proofs. Please note that delaying the return of proofs can delay the project. Changes not discussed at conference and deletions / additions constituting more than 5% of the total to the proofs may result in a proof update fee. Should the client fail to return proofs within five (5) months, the balance of the contract shall become due and payable. Additional copies of proofs can be provided upon request.

RECODIFICATION QUOTATION SHEET¹

Phase 1 - Legal Review & Conference:

- Legal review² of the Code of Ordinances \$9,900
- Conference (please select one)
- Teleconference with Municode attorney, per 3-hour conference No charge³
- Conference with Municode attorney Attorney time, travel, lodging and per diem

Phase 2 – Implementation & republication base cost, includes 15 copies with binders & tabs \$9,200

- Receipt, review and organization of materials
- Implementation of approved legal findings
- Editorial preparation and proofreading
- Indexing
- Graphics⁴ & tabular⁵ matter, per graphic or table
- Creation of tables⁶
- Final proofreading and corrections
- Quality control review and printing
 - 940 double column pages, 10-point type, Times New Roman font
 - Burgundy Binders with Gold Stamping
- Adopting ordinance prepared by a Municode attorney

Items not included in base cost

- Ⓜ Freight Actual
- Ⓜ State sales tax If applicable
- Ⓜ Post your code on MunicodeNEXT See selections on page 9

Payments for Services – Implementation & Republication base cost can be budgeted over two fiscal years⁷

Payments for Legal Review:

- Upon Execution of Agreement \$4,950
- Upon Delivery of Legal Memorandum Balance Due

Payment for Implementation & Republication

- Commencement of Implementation and Republication phase \$3,220
- Submission of Proofs \$2,760
- Delivery Balance

¹ The recodification project will not exceed \$19,100 for 10 copies with binders and tabs, unless there is unexpected legislation adopted that would increase the page count.

² Sales tax is additional where applicable.

³ Each additional hour invoiced at \$150 per hour.

⁴ Includes printing all copies. Additional fee if graphics are printed in color.

⁵ Tabular matter is defined as algebra formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁶ The following tables will be created and are included in the base cost: supplement history table, code comparative table, state law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table other than those enumerated in this footnote.

⁷ Payments can be scheduled through two (2) budget years.

SUPPLEMENT SERVICE

After publication of the new Code, Municode will update the code as legislation is enacted.

1. **Material.** The Client shall forward a copy of legislation upon enactment. Material is preferred in an electronically editable format and should be sent to ords@municode.com. Every ordinance sent to Municode will be acknowledged via e-mail. A complete list of legislation recorded in an update will be provided. Municode will hold legislation pending a schedule or begin the job as established with the Client.
2. **Additional Provisions.** Municode can add provisions (e.g. charter, zoning, land development regulations) not included in the original project through the Supplement service. They will be included in a supplement or as a separate project and appropriate updates will be made to the Code and tables. Additional divider tabs or binders will be provided as necessary. Municode will advise of all options and applicable costs.
3. **Editorial Work.** The supplement editorial team, who is supervised by a licensed attorney and consists of a legal editor, proofreader and indexer, will review the legislation to determine proper placement within the code. Municode will adhere to the structure and style contained in the ordinance unless changes are required to ensure consistency with other text in the code. The team will also update the table of contents, catch lines, reference tables and index. Editorial notes will be appended to sections that require additional explanation. A supplement history table is provided to note all ordinances included. Municode has supplement teams trained in the use of InDesign, and will editorially preserve the integrity of form of such files whether displayed on-line or in print.
4. **Deliverables.** Updates can be delivered electronically or as printed copies, and on a schedule designed to meet the Client's needs.
 - a. **Electronic Updates.** Amendments to the electronic version of the code (Internet) are incorporated into the code and a fully searchable, complete code will be delivered. Electronic updates are included in the base page rate and clients who receive both electronic updates and printed supplements receive the printed supplements at no charge. Electronic updates can be provided on their own schedule, or accompany printed supplements.
 - b. **Printed Supplements.** Amendments to the printed code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include updated table of contents, code comparative table, index, and text pages. The base page rate includes a copy of each supplement for every printed code. Printed supplements will be delivered in bulk to the Client, unless Client chooses to utilize Municode's distribution services
 - c. **Schedule.** Amendments are provided on a schedule designed to meet the needs of the client. The schedule can be weekly, biweekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur on a more frequent schedule than printed supplements.

Supplement Service Base Page Rate⁸ Quotation Sheet

Supplement Service Base Page Rate

Page Format	Base Page Rate
Double Column	\$22 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Schedule as selected by you⁹
- Updating electronic versions¹⁰ and online code
- Printing 15 copies

Base page rate above excludes:

- Freight
- State sales tax
- Graphics¹¹ & tabular¹² matter, per graphic or table
- MyMunicode or online code

**Actual freight
If applicable
\$10
Selections on page 9**

Electronic media options for Code of Ordinances (Sent via download)¹³

- | | |
|---|--|
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$75 per update |

Payment for Supplements and Additional Services:

- Ⓐ Invoices will be submitted upon shipment of project(s).

⁸ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

⁹ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹⁰ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹¹ Includes printing all copies. Additional fees will apply if graphics are printed in color.

¹² Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹³ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

Please check the appropriate box(es) to indicate your selection. To learn more about our online services, you can participate in one of our free webinars [here](#) or view a pre-recorded version of the webinar [here](#).

Value Pricing:

- MyMunicode¹⁴ includes: \$1,450 annually¹⁵
MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify¹⁶,
MuniPRO, and Custom Banner

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

Services currently enrolled in:

- **Online Code = MunicodeNEXT** (invoiced annually in February) \$550
 Collapsible TOC (Frameless Version); Mobile friendly site; In-line images & PDF's; Social Media sharing; Scrolling tables & charts; Narrow, Pinpoint & Advanced Searching; Search by Relevance or Document order, Multiple facets added to narrow search parameters, Previous and Hit buttons, Persistent breadcrumb trail, Save as WORD (DOCX); Hide the TOC; Print & Email; Internal Linking within the code; Static Linking/Bookmarking; Server Stability & Disaster Recovery Plan; Phone & Web support; Co-server backup location in Atlanta, GA

Optional services to add, if MyMunicode is not selected:

- CodeBank** (annually) \$150
- CodeBank Compare + eNotify**¹⁷ (annually) \$250
- MuniPRO Service** (annually) \$295
- Custom Banner** (onetime fee) \$250

MuniDocs – only select one option below for MuniDocs.

- MuniDocs (up to 25 documents per year updated quarterly) \$350
- MuniDocs (up to 100 documents per year updated quarterly) \$750
 - o Additional documents, each with either option \$7.50

(If MuniDocs is elected, please circle the list of categories and dated documents to be posted)

Minutes - Council Minutes - Committee Minutes – Agendas – Resolutions – Budgets - Other _____

ORDINANCES PENDING CODIFICATION

Option 1) **OrdBank**

- Per ordinance fee \$35
- Flat annual fee (recommended if MyMunicode is not selected) \$475

Option 2) **OrdBank + OrdLink**

- Per ordinance fee \$60
- Flat annual fee (recommended if MyMunicode is not selected) \$575

Historical OrdBank linking can be provided prior to 2016 at \$35 per ordinance received.

- Number of Ordinances _____ x \$35 per ordinance.

¹⁴ Municode does not charge a per page rate for updating the online code (Internet). Your per page supplement rate for the codification of new legislation is not affected by selecting our budget friendly and feature enriched MyMunicode bundle package.

¹⁵ Total value if each item were to be purchased a la carte would be approximately \$1,970 per year with participation in our OrdBank service.

¹⁶ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁷ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

municode

Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: _____



Title: President

Date: January 24, 2017

Accepted by:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Date: _____

Resumes and Project Contacts

Lawton Langford, Esq., Chairman & CEO. Lawton attended Vanderbilt University with a double major in Economics and Business Administration. His post-graduate degrees are a Juris Doctor from the FSU College of Law and a Masters of Business Administration from the FSU College of Business. Lawton is a member of the Florida Bar.

Eric Grant, Esq., President. B.S., U.S. Naval Academy; M.A., Georgetown University; J.D., University of Virginia School of Law. Member of the Florida Bar. Eric served as a Tank Platoon Commander in the United States Marine Corps. As a Marine, Eric served both stateside and abroad. Eric and his unit were deployed during Operation Enduring Freedom shortly after September 11, 2001. While serving as a United States Marine, Eric served in Virginia, Kentucky, California and abroad as a member of the 15th Marine Expeditionary Unit.

Legal:

H. E. "Rick" Grant, Esq., Executive Vice President and COO. B.S., U. S. Naval Academy; J.D., Florida State University. Rick is a former naval aviator and Navy attorney (JAG Corps) who retired as the Navy's senior attorney, the Judge Advocate General of the Navy. He has been with Municode for 18 years as the C.O.O. and has headed the Code Department for the last 4 years. He has overall supervision of the legal work of all code projects. He assigns the Municode attorney, and ensures that the final product is up to Municode's demanding standards.

Alyce A. Whitson, B.A., University of South Florida; J.D., University of Florida. Alyce is a long time member of the Florida Bar with more than 43 years of experience in state and local government law having served as a legal analyst for the Legislature of the State of Florida and attorney for the City of West Palm Beach, Florida and the Florida League of Cities before joining Municode. She has completed countless local government codes and other legal projects throughout the United States.

William J. Carroll Jr., Esq., B.S., Penn State University; J.D., Florida State University; more than 41 years of experience in local government law; Member of Florida Bar. Bill has completed hundreds of codes and legal projects throughout the United States including codes in Arkansas, Colorado, Florida, Indiana, Illinois, Kansas, Kentucky, Louisiana, Maine, Michigan, Missouri, Montana, Nevada, New Jersey, New Mexico, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and Wyoming.

Roger D. Merriam, Esq., B.A., Mercer University; J.D., Emory University; more than 39 years of experience in local government law; Member of Florida Bar. Roger has reviewed Codes in all 50 states and completed Codes in multiple states including Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Dakota, South Carolina, Tennessee, Texas, Virginia, West Virginia and Wisconsin.

Daniel F. Walker, Esq., B.S., Florida Southern College; J.D., Georgia State University College of Law. 8 years of private practice; 15 years of experience in local government law. Active member of Florida and South Carolina Bars, also admitted to practice before the Supreme Court of the United States and the U.S. Court of Appeals for the Armed Forces. Dan has completed code projects in South Carolina, North Carolina, Virginia, Texas, Louisiana, Mississippi, Alabama, Georgia, West Virginia, Illinois, and New Mexico.

Jim Jenkins, Esq., B.A., Eckerd College; J.D., University of Maryland School of Law; Former Appellate Attorney and Trial Prosecutor for the Kings County District Attorney's Office, Brooklyn, New York; 19 years of experience in complex legal research and litigation; 8 years of experience in local government law. Jim has completed Codes in Alabama, California, Georgia, Louisiana, Maryland, New Hampshire, South Carolina, Texas, Utah, Washington and Wisconsin.

Sandra S. Fox, Esq., B.A. (Summa Cum Laude) Florida State University; J.D. (Magna Cum Laude), Florida State University; 13 years of experience in legal research and writing; 10 years of experience in local government law. Sandra has completed over 200 codes and various other legal projects in Alaska, Alabama, Florida, Georgia, Illinois, Kansas, Maine, Michigan, Minnesota, Montana, Oklahoma, Missouri, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, and Wisconsin.

Julie E. Lovelace, Esq., B.A., University of North Carolina - Chapel Hill; J.D., Samford University Cumberland School of Law; 25 years of experience in local government law (11 years as Senior Assistant County Attorney for Leon County, Florida, 14 years in private practice); member of the Florida Bar. Also admitted to practice before the U.S. Court of Appeals for the Eleventh Circuit, U.S. District Court for the Middle District of Florida and U.S. District Court for the Northern District of Florida.

Mary Margaret Bielby, Esq., B.A. (cum laude), Florida State University; Masters Certificate in Project Management, Florida State University; J.D., Samford University Cumberland School of Law. Experience in local government law and civil and criminal law at the federal level.

William "Bill" Sweeney, Esq., B.S., University of Montana; J.D., University of Montana; LLM (Criminal Law), The Army Judge Advocate General School; M.A. (National Security and Strategic Studies), Naval War College. Former Navy Attorney for 21 years, retiring as Captain. Bill also has 7 years of experience in local government law, 3 as Assistant County Attorney. Member of Montana Bar. Also admitted to practice before U.S. District Court of Montana and U.S. Court of Appeals of Armed Forces.

Project Coordinators/Customer Service:

Dale Barstow, Vice President of Sales & pilot of Municode's corporate airplane. Graduate from Embry-Riddle Aeronautical University; Honorary Town Clerk in 5 States; former Municipal Clerks Education Foundation President; Dale has over 40 years of experience in client sales. Dale meets with our customers to ensure face to face communication and coordination.

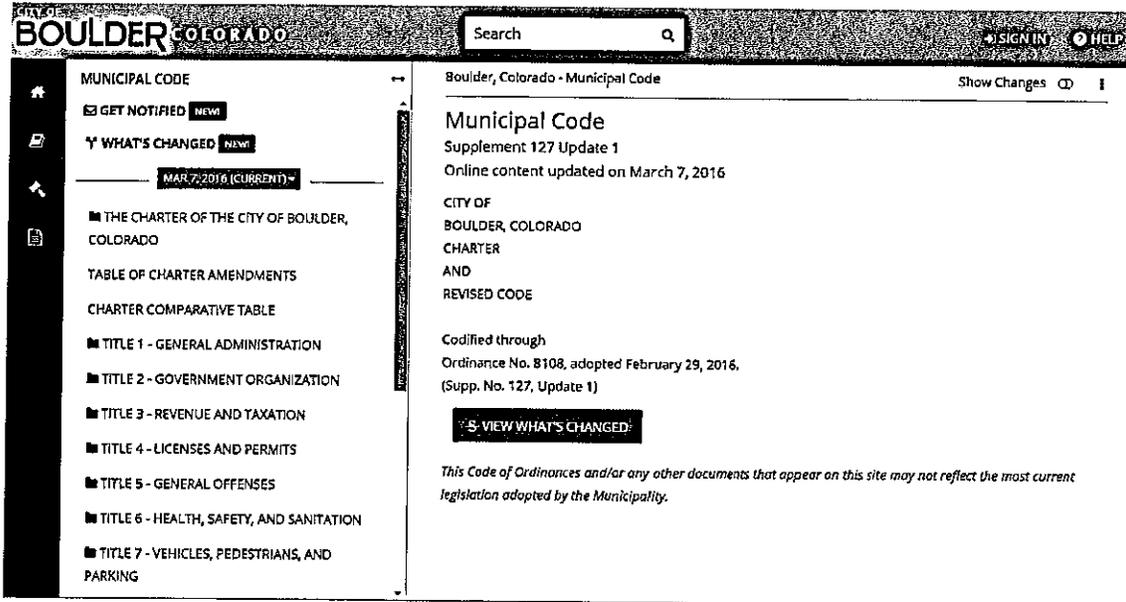
Steffanie W. Rasmussen, Assistant Vice President of Sales. M.S., Industrial & Organizational Psychology, Kansas State University; B.S., Business Psychology, Florida State University; Certificate in Performance Management, Florida State University. She is communication, efficiency and customer service driven.

Scott Horton, Regional Sales Representative. B.A. Business Management / Human Resources North Carolina State University, Raleigh, North Carolina. Scott has worked with both state and local governments for over 10 years and he has over 8 years of professional municipal sales experience. He is a North Carolina native and is our Regional Sales Representative for North Carolina, South Carolina, Virginia, Tennessee, West Virginia, Maryland, Delaware, and Kentucky.

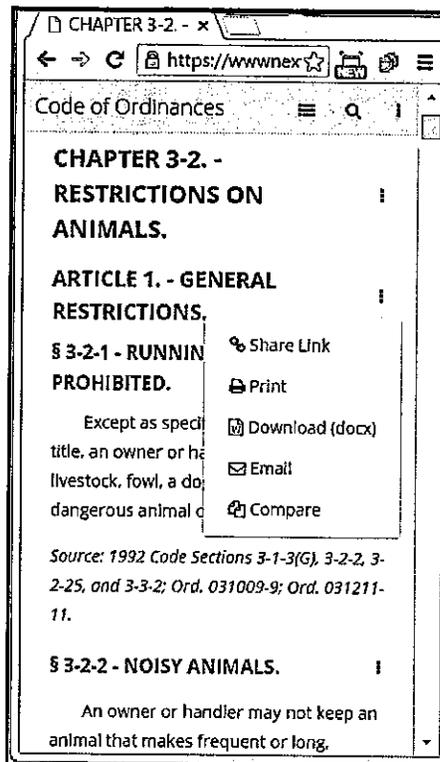
Tassy Spinks, Director of the Supplement Department, B.A., Biology, Randolph-Macon Woman's College in Lynchburg, Virginia (magna cum laude). Tassy also studied abroad at the University of Reading in Reading, England and at Green College at Oxford University, Oxford, England. Tassy has been with Municode for 19 years and oversees a professional team of legal editors, legal proofreaders, production support staff and indexers to ensure that your code is legally accurate and expeditiously updated both online and in print.

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

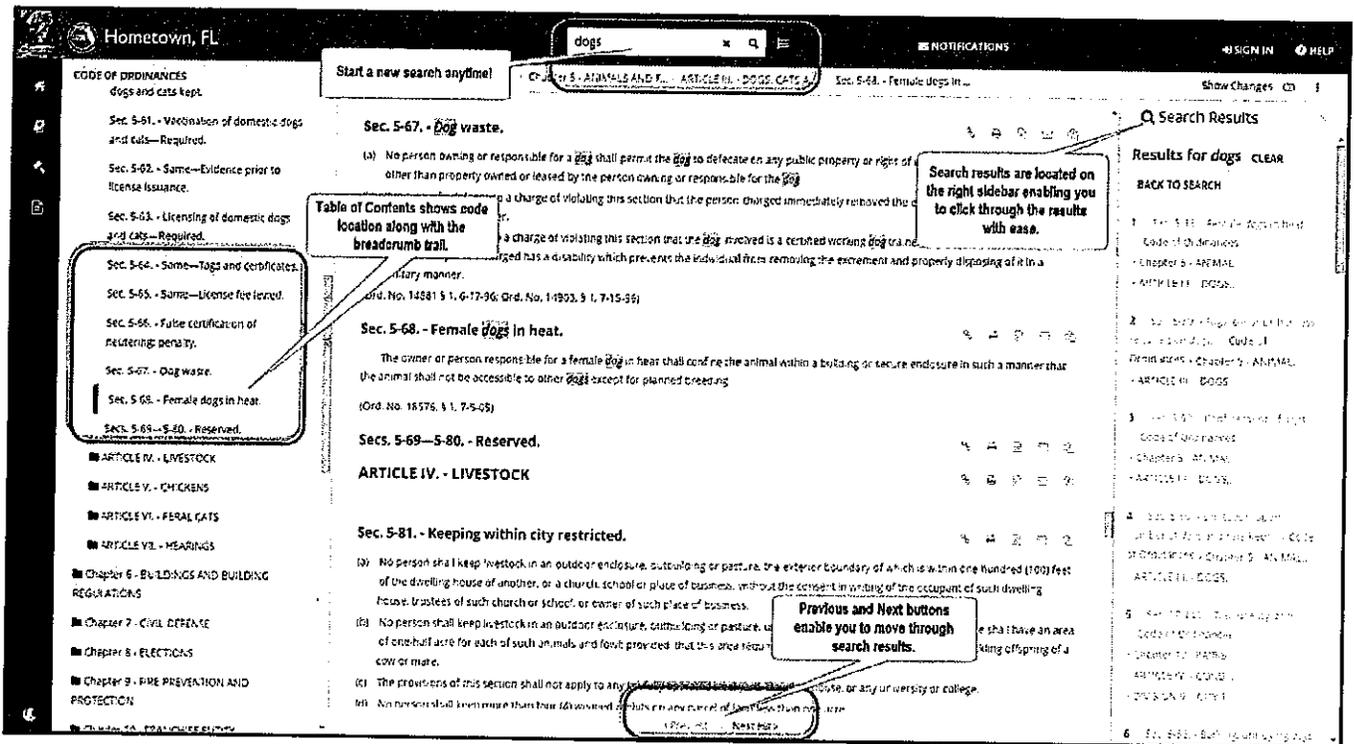


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



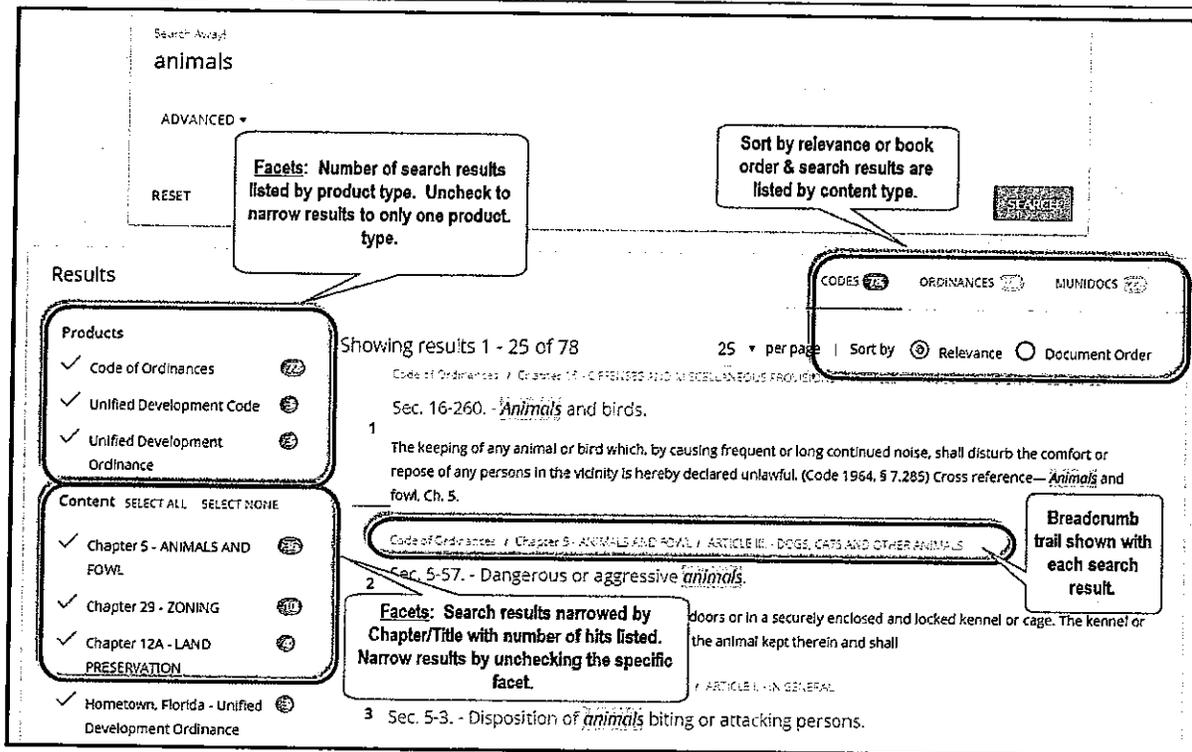
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages ElasticSearch, one of the most powerful open source search platforms that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

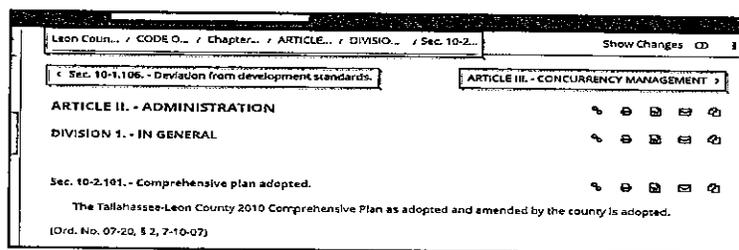
- ☞ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ☞ **Multiple Publications** – If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.
- ☞ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ☞ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ☞ **Narrow Searching** – Your users have the ability to search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ☞ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser’s bookmarks or favorites tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.



Search enhancements provided with our latest website upgrade include (see screenshot above):

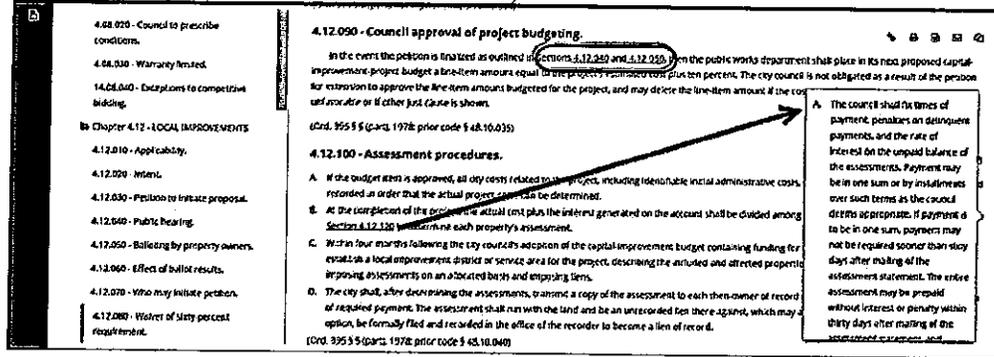
- Multiple products as facets on the left.
- Number of hits in content types and products displayed.
- Ability to sort code results by relevance OR book order.
- Ability to sort ordinance results by relevance OR date order.
- Ability to sort MuniDocs (minutes, etc.) by relevance OR date order.
- Breadcrumb trail on each search result.
- Prev/Next buttons to navigate through hits.
- COMING SOON! We will be using the ElasticSearch Synonym plugin to provide a **global synonym list**. This component should be in place by the end of 2016.
<https://www.elastic.co/guide/en/elasticsearch/reference/current/analysis-synonym-tokenfilter.html>

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ☞ **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter or Section.
- ☞ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- ☞ **Mouseover (cluetips)** – Navigate to your code and any linked cross-reference will quickly display in the pop-up preview window.

(Cross-reference linking and mouseover shown below)



Social Media Sharing – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

Custom Banner. We can customize the look and feel of your code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

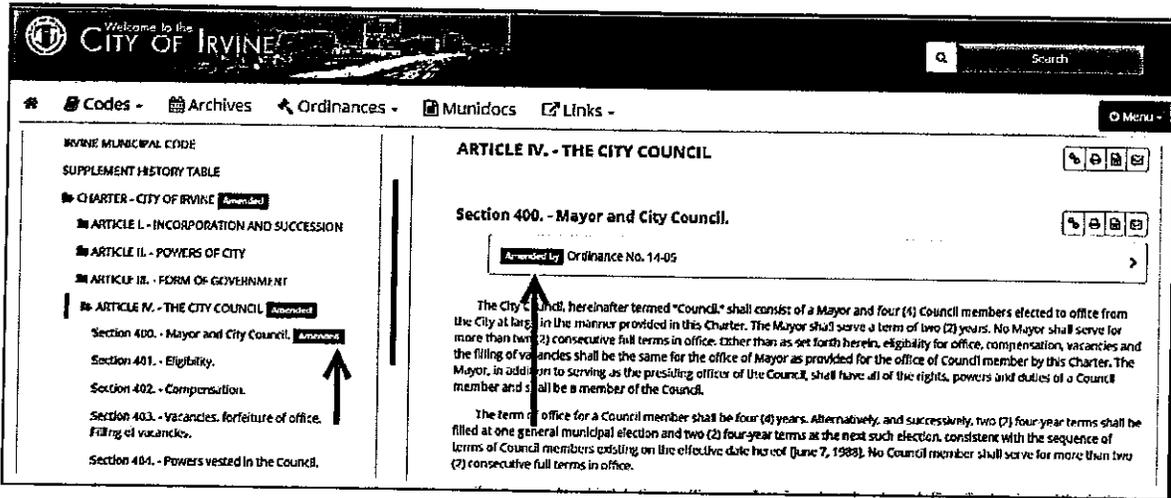
Hyperlinked ordinance in text)

The screenshot shows the City of Arvada website interface. On the left is a navigation menu for the Code of Ordinances, with 'DIVISION 6 - WATER FEES AND RATES' selected. The main content area displays the text of Ordinance 4465, which includes a hyperlinked section: [Ord. No. 4922, § 1, 10-16-2006; Ord. No. 4999, § 1, 11-19-2007, eff. 1-1-2008; Ord. No. 4149, § 1, 11-12-2008, eff. 1-1-2009; Ord. No. 4184, § 2, 10-12-2009, eff. 1-1-2010; Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010; Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013; Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014; Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016](#). Below this, the text of Section 102-161.S is visible, along with a 'Show Changes' button.

(One-Click access to the original ordinance in the OrdBank Repository)

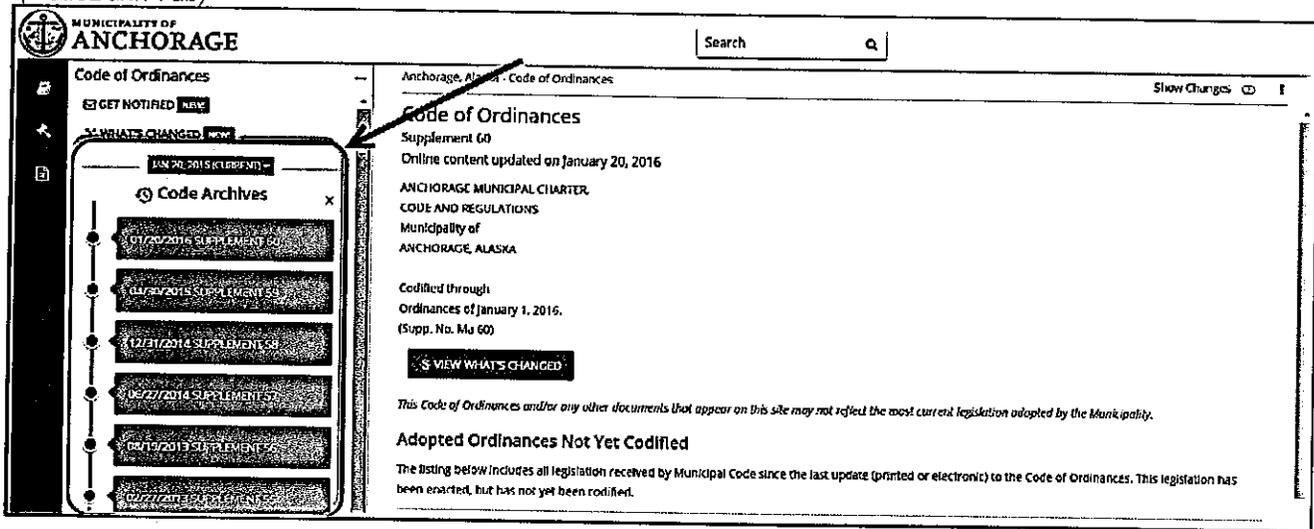
The screenshot shows a detailed view of an ordinance on the City of Arvada website. The left sidebar lists various ordinance numbers. The main content area is titled 'COUNCIL BILL NO. 07-032' and 'ORDINANCE NO. 4099'. It contains the text of an ordinance amending various sections of Chapter 102, Utilities, of the Arvada City Code. The ordinance text includes: 'BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO: Section 102-161. Residential water fees within city—Established, of the Arvada City Code is hereby amended and shall read as follows: Sec. 102-161. Residential water fees within city. Water fees for various residential facilities within the corporate limits of the city are as follows: (1) Tapping fee \$ 60.00 (2) Inspecting fee: a. 5", 3/4" and 1" meters \$15.00 b. 1 1/2" and larger meters \$30.00 (3) Tap fee determined from the following schedule: Type of Residence Amount per Line a. Single-family \$10,920.00 b. Duplex \$8,190.00 c. Multi-family

OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Get Notified

Filling out this form will allow you to receive an email notification every time select publications are updated.

If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Email
Enter email ←

Profession
Select One

Codes

Unified Development Code

Unified Development Ordinance

Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

MUNICIPALITY OF ANCHORAGE

Search

SIGN IN HELP

Code of Ordinances

- Chapter 2.30 - RULES OF PROCEDURE FOR ASSEMBLY
- 2.30.016 - Organization election of chair and vice chair.
- 2.30.020 - Meetings new
- 2.30.020 - Appearance requests and audience participation.
- 2.30.050 - Introduction of ordinances: action on ordinances.
- 2.30.055 - Conduct of public hearing.
- 2.30.060 - Public hearings and action on proposed resolutions.
- 2.30.070 - Voting.

Anchorage, Alaska - Code of Ord... / TITLE 2 - LEGISLATIVE BRANCH / Chapter 2.30 - RULES OF PROCEDURE

2.30.020 - MEETINGS

K. EXECUTIVE SESSIONS.

1. The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:
 - a. Pending a specific legal matter, including pending litigation;
 - b. Labor negotiations with municipal employees;
 - c. Matters that the immediate membership knowledge disclosure of which would clearly and have an adverse effect upon the finances of the municipality;
 - d. Matters/subjects which tend to damage or impair the reputation and character of a person, provided the person may request a public discussion.
2. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - a. Matters involving consideration of government records that by law are not subject to public disclosure.
3. No official action may be taken in executive sessions except to give direction to an attorney or labor negotiator regarding a specific legal matter of pending labor negotiation. Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following schedule:
 - a. If the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further claims arising from the matter are otherwise barred;

CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER, CODE AND REGULATIONS

SUPPLEMENTARY TABLE

TITLE 2 - LEGISLATIVE BRANCH / Chapter 2.30 - RULES OF PROCEDURE / 2.30.020 - Meetings.

TITLE 2 - LEGISLATIVE BRANCH / Chapter 2.50 - STATUTES, REFERENC... / 2.50.070 - Effect of laws.

TITLE 3 - ADMINISTRATION / Chapter 3.20 - EXECUTIVE ORGANIZA... / 3.20.010 - Executive and administrative orders.

Show Changes

(Show changes button and a custom banner are shown below)

BONITA SPRINGS FLORIDA

Search

Show Changes

Code of Ordinances

GET NOTIFIED new

WHAT'S CHANGED new

JAN 29, 2016 (CURRENT)

BONITA SPRINGS CITY CODE

PREFACE

SUPPLEMENT HISTORY TABLE new

CHARTER

ARTICLE I - (IN GENERAL)

ARTICLE II - (EFFECTIVE DATE)

Bonita Springs, Florida - Code of Ordinances

Code of Ordinances

Supplement 2

Online content updated on January 29, 2016

BONITA SPRINGS CITY CODE

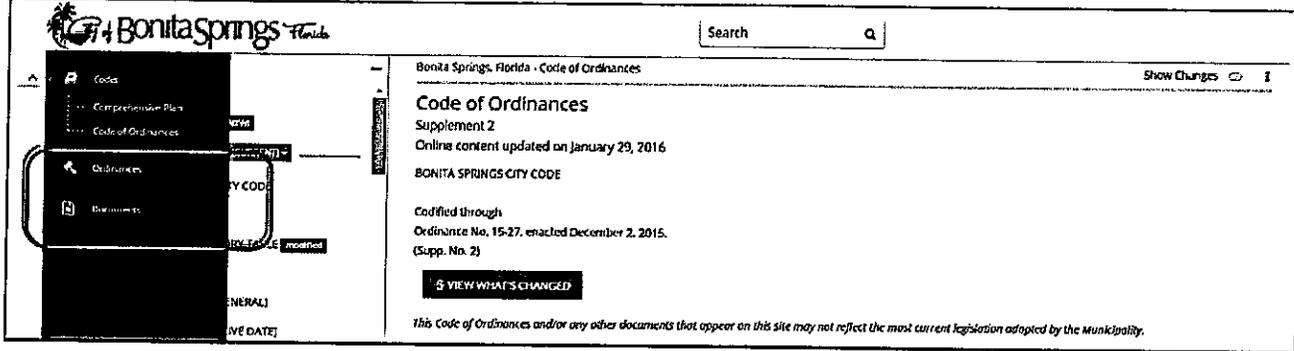
Codified through Ordinance No. 15-27, enacted December 2, 2015.

VIEW WHAT'S CHANGED

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your minutes, resolutions, budgets and or any other non-code material online. Your collection of documents will be posted alongside your code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



MuniPRO. MuniPRO Searching allows you to search the over 3,200 codes we host (the entire country, a single state or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ④ **Multiple Code Search.** Search all codes within one state, multiple codes within one state or search the over 3,200 codes in the entire U.S. hosted by Municode! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ④ **MuniPRO Favorites.** Create a "favorites" list of frequently visited codes or sections. This will save time by making navigation a one-click process from your dashboard.
- ④ **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the table of contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication and a global listing of notes can be accessed with a single click from your dashboard.
- ④ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Draft icons will appear in the table of contents and search results and can also be accessed from a single click.

Additional Services

All of the services listed below may be obtained by your municipality with this purchasing vehicle.

Municode and our family of solutions, MunicodeLEGAL, MunicodePAY, MunicodeWEB and MCCi offer a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 4,100 clients have come to expect from Municode! Municipalities that utilize all four of Municode's family of service providers can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible from the most reliable provider of government services in the nation...**Municode!**

municodeLEGAL

Municode has been the leading provider of **legal publications** and **codification services** since 1951. In addition to codifying, publishing and maintaining your Code of Ordinances both online and in print, we offer our clients the following additional services:

Distribution. Fulfillment services are available to distribute individual printed copies of codes and supplements to departments or subscribers at no additional fee to you. We assume all risk and expense for providing these items. Orders can be placed through our online eStore or via fax, mail or telephone.

Future Legal Review. At any point during the term of this agreement, or extensions thereof, we can provide additional Legal Reviews to identify inconsistencies and internal conflicts and ensure your code conforms to State Law. State law references can be updated in conjunction with the Legal Review or as a separate engagement.

To learn more, please visit: <https://www.municode.com/> or <https://www.municode.com/#codification>

municodeWEB

MunicodeWEB - Government Website Development powered by aHa Consulting! Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When MunicodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about MunicodeWEB, please visit:

<http://www.ahaconsulting.com/>, or <https://vimeo.com/163618297>. To experience a sample of our portfolio: <http://www.ahaconsulting.com/portfolio>

municodePAY

MunicodePAY offers a comprehensive, centralized payment system (Revalocity) that includes a sophisticated user-friendly customer care portal that results in significant operational savings and improved customer retention. With Revalocity, your customers will be able to pay their bills via the web, IVR systems or through customer service agents. Revalocity manages multiple funding sources, stores and maintains user profiles and payment histories and is equipped with complete accounting and settlement functions that integrate with CRM, finance and general ledger systems. Daily, weekly and monthly reports for the tracking and easy reconciliation of payments, returns and fee information are available in a variety of formats including PDF, CSV and Excel.

With MunicodePAY, your funds are collected faster, your operating procedures are simplified, your financial information is at your fingertips and your customers are happy. Currently, over 70 municipalities trust MunicodePAY to process approximately 9 million bill statements annually. MunicodePAY also offers traditional **Bill Printing and Mailing** services, **Lock Box Services** and **Customer Call Center Outsourcing Solutions**. Costs for these services are competitively priced and transaction based with low to no implementation costs. To learn more about MunicodePAY, please follow these links: Website: <https://www.municode.com/#electronicpayments>, Demo: <https://vimeo.com/143619736>



Municode Innovations (MCCI) understands the challenges organizations face every day with paper based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCI is passionate about helping organizations run their office more efficiently – saving time, money and resources! Please visit our website for more details about any of the services listed below:

<https://www.mccinnovations.com/>

Enterprise Content Management Software (Laserfiche). With a client base of over 600 government agencies, MCCI is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services. Services include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCI provides the most powerful index retrieval search engine available.

Open Records Request Solution (JustFOIA). Just FOIA helps agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

Contract Management Software (Contract Assistant). MCCI offers Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.

What Our Clients Say about Partnering with Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"

municode

Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

June 1, 2017

ADDENDUM TO EXISTING CONTRACT FOR CITY OF PADUCAH, KENTUCKY

We have included an addendum to include the following additional services to the recodification project for the City of Paducah. All additional pricing will remain the same as outlined in the contract, which was approved by the City on January 26, 2017.

Municode will hyperlink existing state statute within the Paducah Code of Ordinances to the Kentucky State Statutes site as part of the recodification project. When the new Code has been adopted and posted online, the links will be accessible.

The City will be responsible for notifying Municode if a link is broken link or a major renumbering of statutes. If the City adds in a new reference to a statute via ordinance, then Municode will automatically link the statute through the supplement service. Linking does not include a legal review of the statutes, confirmation that the statute is applicable to the Code section or that the correct statute is referenced. Municode is also not responsible for hosting or validity of the Kentucky State Statute website.

Hyperlink state statute references \$1,500

Once the new code is posted online, the annual fee for the online Code will increase from \$550 to \$800 to maintain the links when the Code is supplemented.

If you should have additional questions or require further information, please let me know. Please provide a copy signed addendum to our attention once executed.

Accepted by:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Date: _____

Agenda Action Form Paducah City Commission

Meeting Date: June 13, 2017

Short Title: **Financing for City Hall Building Rehabilitation Phase 1A**

Ordinance Emergency Municipal Order Resolution Motion

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

Background Information: On April 18, 2017 during the 'FY2018 Budget First Look' presentation by City Manager Jeff Pederson and Finance Director Jonathan Perkins the 'City Hall Project – Phase 1a proposed funding' was presented. In summary, funding is proposed as follows:

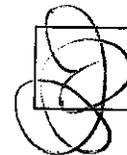
Estimated Cost	\$4,857,000
Historic Tax Credits*	482,435
City Hall Project PF0074	1,224,565
General Fund Fund Reserve	1,150,000
Solid Waste Fund Fund Reserve	2,000,000

* Estimated, final credit based on actual construction cost.

In order to finalize the funding of City Hall rehabilitation phase 1a, it is necessary to obligate various funds for the project. City funds necessary to finance the project are \$4,374,565; with the balance from historic tax credits.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: as shown above
Account Number: as shown above


6/1/2017
Finance

Staff Recommendation: Funding be approved for City Hall Rehab – Phase 1a

Attachments:

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS TOTALLING \$4,374,565 FROM THE GENERAL FUND FUND RESERVE (\$1,150,000), THE SOLID WASTE FUND FUND RESERVE (\$2,000,000), AND THE CITY HALL: DESIGN PROJECT PF0074 (\$1,224,565) TO THE CITY HALL: PHASE 1A REHABILITATION PROJECT PF0076 TO FINANCE PHASE 1A OF THE REHABILITATION OF CITY HALL.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Finance Director is hereby authorized and directed to transfer funds totaling \$4,374,565 from the General Fund Fund Reserve (\$1,150,000), the Solid Waste Fund Fund Reserve (\$2,000,000), and the City Hall: Design Project PF0074 (\$1,224,565) to the City Hall: Phase 1a Rehabilitation Project PF0076 to finance Phase 1a of the rehabilitation of city hall.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners June 13, 2017
Recorded by Lindsay Parish, Assistant City Clerk, June 13, 2017
MO\City Hall Phase 1A Fund Transfer 6-2017

Agenda Action Form Paducah City Commission

Meeting Date: June 13, 2017

Short Title: City of Paducah, Kentucky's Fiscal Year 2017-2018 Budget

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: JPerkins, AHerndon, Stacey Young & Heather Rushing
Presentation By: Jeff Pederson, Jonathan Perkins

Background Information:

The FY2018 budget ordinance adopts the plan for revenues and expenditures for the City of Paducah, Kentucky for the fiscal year ending June 30, 2018.

No changes have been made from the City Manager's budget proposal that was presented to the City Commission on May 23rd.

All tax rates are unchanged from last fiscal year.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

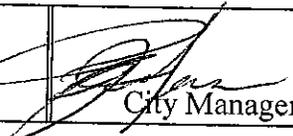
6/1/2017
Finance

Staff Recommendation:

Approve the FY2018 Budget Ordinance

Attachments:

FY2018 Budget Ordinance

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-06-_____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017, THROUGH JUNE 30, 2018, 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 2017-2018.

FY2018	GENERAL FUND (01)	MUNICIPAL AID PROGRAM FUND (03)	INVESTMENT FUND (04)	CDBG FUND (06)	E911 FUND (12)
<u>SOURCES:</u>					
CASH FROM FUND RESERVE		315,000	247,540		
<i>REVENUES:</i>					
PROPERTY TAXES	6,526,000				
LISC, PERMITS, OTHER TAXES	24,894,500	480,000	5,200,000	1,220,000	710,000
GRANTS, CONTRIBUTIONS	1,012,925				481,800
FINES & FORFEITURES	83,000				
PROP RENTAL & SALES	431,375				
CHARGES FOR SERVICES	674,510				28,000
INTEREST INCOME	95,000	3,000			900
RECREATION, OTHER FEES	104,000				
LOANS, BOND PROCEEDS					
MISCELLANEOUS	32,000				
TOTAL REVENUES	33,853,310	483,000	5,200,000	1,220,000	1,220,700
FUND TRANSFERS IN	550,000	1,031,350			567,990
TOTAL SOURCES	34,403,310	1,829,350	5,447,540	1,220,000	1,788,690

FY2018	COURT AWARDS FUND (13)	GENERAL DEBT SERVICE FUND (30)	CIP FUND (40)	BOND FUND (42)	SOLID WASTE FUND (50)
<u>SOURCES:</u>					
CASH FROM FUND RESERVE	6,550				1,367,680
<i>REVENUES:</i>					
PROPERTY TAXES		686,430			
LISC, PERMITS, OTHER TAXES			400,000		35,000
GRANTS, CONTRIBUTIONS					
FINES & FORFEITURES	25,000				
PROP RENTAL & SALES		289,000			50,000
CHARGES FOR SERVICES		51,535			4,523,500
INTEREST INCOME	1,200				30,000
RECREATION, OTHER FEES					3,000
LOANS, BOND PROCEEDS				7,500,000	
MISCELLANEOUS					

TOTAL REVENUES	26,200	1,026,965	400,000	7,500,000	4,641,500
FUND TRANFERS IN		2,735,790	10,904,320		
TOTAL SOURCES	32,750	3,762,755	11,304,320	7,500,000	6,009,180

FY2018	TRANSIENT BOAT DOCK (53)	CIVIC CENTER FUND (62)	RENTAL FUND (63)	RADIO FUND (64)	FLEET SERVICE FUND (70)
SOURCES:					
CASH FROM FUND RESERVE		10,025		819,480	7,400
<i>REVENUES:</i>					
PROPERTY TAXES LISC, PERMITS, OTHER TAXES GRANTS, CONTRIBUTIONS FINES & FORFEITURES PROP RENTAL & SALES CHARGES FOR SERVICES INTEREST INCOME RECREATION, OTHER FEES LOANS, BOND PROCEEDS MISCELLANEOUS	21,430	44,000	132,220	111,940 2,000	1,000 355,000 100
TOTAL REVENUES	21,430	44,000	132,220	113,940	356,100
FUND TRANSFERS IN		38,170			231,795
TOTAL SOURCES	21,430	92,195	132,220	933,420	595,295

FY2018	FLEET LEASE TRUST FUND (71)	INSUR FUND (72)	HEALTH INS TRUST FUND (73)	AEPF/PFPF PENSION FUND (76),(77),(84)
SOURCES:				
CASH FROM FUND RESERVE	2,167,895			393,660
<i>REVENUES:</i>				
PROPERTY TAXES LISC, PERMITS, OTHER TAXES GRANTS, CONTRIBUTIONS FINES & FORFEITURES PROP RENTAL & SALES CHARGES FOR SERVICES INTEREST INCOME RECREATION, OTHER FEES LOANS, BOND PROCEEDS MISCELLANEOUS	976,640 33,465	1,239,185	3,767,000	469,000 10,405 125,025
TOTAL REVENUES	1,010,105	1,239,185	3,767,000	604,430
FUND TRANSFERS IN		78,000		384,155
TOTAL SOURCES	3,178,000	1,317,185	3,767,000	1,382,245

SECTION 2. The following sums of money are hereby appropriated for Fiscal Year 2017-2018.

FY2018	GENERAL FUND (01)	MUNICIPAL AID PROGRAM FUND (03)	INVESTMENT FUND (04)	CDBG FUND (06)	E911 FUND (12)
<u>APPROPRIATIONS:</u>					
GENERAL GOVERNMENT	1,727,910				
FINANCE	1,078,005				
PRDA					
INFORMATION SYSTEMS	680,980				
PLANNING	1,073,995			220,000	
POLICE	9,802,575				
FIRE	8,558,815				
ENG/PUBLIC WORKS	4,186,460	1,829,350			
PARKS SERVICES	3,370,205				
CABLE AUTHORITY	100,670				
HUMAN RIGHTS	41,680				
ENGINEERING	1,229,495				
HUMAN RESOURCES	334,460				
INVESTMENT FUND			971,250		
DEBT SERVICE / E911					1,788,690
SOLID WASTE OPERATION					
FLEET MAINTENANCE					
PENSIONS					
CASH CARRY FORWRD/RESRV					
FUND TRANSFERS OUT	2,218,060		4,476,290	1,000,000	
TOTAL APPROPRIATIONS	34,403,310	1,829,350	5,447,540	1,220,000	1,788,690

FY2018	COURT AWARDS FUND (13)	GENERAL DEBT SERVICE FUND (30)	CIP FUND (40)	BOND FUND (42)	SOLID WASTE FUND (50)
<u>APPROPRIATIONS:</u>					
GENERAL GOVERNMENT			450,000		
FINANCE					
PRDA					
INFORMATION SYSTEMS					
PLANNING			615,000		
POLICE	32,750				
FIRE			75,000		
ENG/PUBLIC WORKS			5,864,320		
PARKS SERVICES					
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES					
INVESTMENT FUND					
DEBT SERVICE / E911		3,762,755	3,900,000		
SOLID WASTE OPERATION					5,581,960
FLEET MAINTENANCE					
PENSIONS					
CASH CARRY FORWRD/RESRV			400,000		
FUND TRANSFERS OUT				7,500,000	427,220
TOTAL APPROPRIATIONS	32,750	3,762,755	11,304,320	7,500,000	6,009,180

FY2018	TRANSIENT BOAT DOCK (53)	CIVIC CENTER FUND (62)	RENTAL FUND (63)	RADIO FUND (64)	FLEET SERVICE FUND (70)
<u>APPROPRIATIONS:</u>					
GENERAL GOVERNMENT					
FINANCE				33,420	
PRDA					
INFORMATION SYSTEMS					
PLANNING					
POLICE					
FIRE					
ENG/PUBLIC WORKS			132,220		
PARKS SERVICES	21,430	92,195			
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES					
INVESTMENT FUND					
DEBT SERVICE / E911					
SOLID WASTE OPERATION					
FLEET MAINTENANCE					595,295
PENSIONS					
CASH CARRY FORWRD/RESRV				900,000	
FUND TRANSFERS OUT					
TOTAL APPROPRIATIONS	21,430	92,195	132,220	933,420	595,295

FY2018	FLEET LEASE TRUST FUND (71)	INSUR FUND (72)	HEALTH INS TRUST FUND (73)	AEPF/PFPF PENSION FUND (76),(77),(84)
<u>APPROPRIATIONS:</u>				
GENERAL GOVERNMENT				
FINANCE	3,178,000			74,300
PRDA				
INFORMATION SYSTEMS				
PLANNING				
POLICE				
FIRE				
ENG/PUBLIC WORKS				
PARKS SERVICES				
CABLE AUTHORITY				
HUMAN RIGHTS				
ENGINEERING				
HUMAN RESOURCES		1,307,685	3,767,000	
INVESTMENT FUND				
DEBT SERVICE / E911				
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				1,263,245
CASH CARRY FORWRD/RESRV		9,500		44,700
FUND TRANSFERS OUT				
TOTAL APPROPRIATIONS	3,178,000	1,317,185	3,767,000	1,382,245

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 \$650,000.

B. The City Manager or designee 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 shall 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 to or from any departmental line item appropriation.

G. As new vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease 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 Lease 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 (GOB) 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 per month credit (for the months of July - December 2017) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2018, 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.

M. The Oak Grove Cemetery (PF0048) project will be funded in the following manner: 20% of all cemetery lot sales, and 5% of all cemetery crypt sales will be credited to the project. Proceeds are to be used solely for the general care, maintenance, and embellishments of the cemetery.

SECTION 5. Finance Director is responsible for maintaining current table of Estimated Revenues in Section 1 and Appropriation of Funds in Section 2.

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 all appropriate records.

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, June 13, 2017
Adopted by the Board of Commissioners, June 27, 2017
Recorded by Tammara Sanderson, City Clerk, June __, 2017
Published by The Paducah Sun,

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 34,403,310
MAP	1,829,350
INVESTMENT	5,447,540
CDBG	1,220,000
E911	1,788,690
COURT AWARDS	32,750
DEBT	3,762,755
CIP	11,304,320
BOND FUND	7,500,000
SOLID WASTE	6,009,180
TRANSIENT BOAT DOCK	21,430
CIVIC CENTER	92,195
RENTAL	132,220
RADIO DEPR	933,420
FLEET	595,295
FLEET TRUST	3,178,000
SELF INSURANCE	1,317,185
HEALTH INS	3,767,000
AEPF/PFPF/TRSTS	<u>1,382,245</u>
	<u>\$ 84,716,885</u>

Agenda Action Form Paducah City Commission

Meeting Date: June 13, 2017

Short Title: Amend Procurement Ordinance

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Lindsay Parish, Michelle Smolen

Presentation By: Michelle Smolen

Background Information:

The Enterprise Resource Planning (ERP) Team and the Tyler Technologies implementation consultant evaluated City Ordinances and Administrative Policies & Procedures relevant to the current phase of the ERP project, which includes purchasing. Based on this evaluation, the City Manager's Office is proposing the following changes to the Procurement Ordinance for consideration by the Board of Commissioners.

Summary:

The City of Paducah adopted the Model Procurement Code from KRS 45A.345—45A.460 to regulate the process and oversight of procurement activities for the city. Under the Model Procurement Code, KRS allows local governments to use small purchase procedures for any contract under \$20,000. The responsibility of determining these procedures is designated to the City Manager. Currently, these purchasing procedures are outlined Sec. 2-644, Written Procurement Determinations and Section 2-660, Small Purchase Plan. However, they are also set forth in the Administrative Policies and Procedures Manual. Given the operational nature of the purchasing procedure, the City Manager's Office is proposing to streamline these sections by deleting the dollar threshold amounts and referencing the Administrative Policies and Procedures Manual. This will also ensure consistency between the Code of Ordinances and Administrative Policies & Procedures.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: To amend the Procurement Ordinance, Section 2-644, to remove the dollar threshold and additional procedural language for Written Procurement Determinations. Also to amend Section 2-660, Small Purchase Plan, for the purpose of housing internal purchasing procedures for purchases less than \$20,000 in the Administrative Policies and Procedures Manual.

Attachments: Updated Procurement Ordinance

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-6-_____

AN ORDINANCE AMENDING CHAPTER 2, SECTIONS 2-644 AND 2-660 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance amends Chapter 2, Sections 2-644, Written Procurement Determinations, and 2-660, Small Purchase Plan, of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted to remove the dollar threshold and additional procedural language for written procurement determinations; and

WHEREAS, this Ordinance is being enacted to amend the Small Purchase Plan for the purpose of housing internal purchasing procedures for purchases less than \$20,000 within the Administrative Policies and Procedures Manual.

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

SECTION 1. That Section 2-644, Written Procurement Determinations, of Chapter 2, Administration, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

“Sec. 2-644. - Written Procurement Determinations.

Every determination by an employee or official of the city engaged in or responsible for the performance of any procurement activity or function, and constituting a final procurement action, or which is required by this Code of Ordinances, shall be made in writing, ~~when the contract exceeds \$2,500.00.~~ Each determination shall be based on written findings that support the determination and shall be signed by the employee making the determination and shall be submitted to the City Manager or for his approval. ~~Any such determination shall remain in the official contract file.”~~

SECTION 2. That Section 2-660, Small Purchase Plan, of Chapter 2, Administration, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

“Sec. 2-660. - Small Purchase Plan.

(a) ~~The city may use small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed \$20,000.00.~~ The City Manager or the City Manager’s designee is responsible for small purchase

procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed twenty thousand dollars (\$20,000). Small purchase procedures are in writing in the City of Paducah Administrative Policies and Procedures Manual and available to the public upon request.

~~(b) — The procurement of all items \$5,000.00 or less may be delegated by the City Manager to each individual department head. All department heads shall keep such purchases within the constraints of the aggregated amount budgeted each fiscal year, for each particular procurement item. It will be the responsibility of every department head to compare quality and price on all items and purchase items according to which goods or services will be most advantageous to the city. Any procurement which is delegated by the City Manager shall be subject to any policies and procedures as directed by the City Manager.~~

~~(c) — The City Manager may delegate the responsibility for initiating purchases of items which exceed \$5,000.00, but do not exceed \$20,000.00 to each individual department head. The department head or a designated person under his authority will obtain three price estimates for each item, using the same criteria and quality measurements for all three estimates. The estimates for items costing more than \$10,000.00 shall be obtained in written form. The department head will then select the lowest estimate, or a higher estimate if the quality of the purchase in question would be greatly enhanced by accepting the higher estimate. All such purchases shall be made with the intention of serving the best interest of the city, and insuring the quality of the delivery of all public services. All procurement which is delegated by the City Manager shall be subject to any policies and procedures as directed by the City Manager.~~

~~(d) — A requisition will be prepared and sent to the City Manager for his final approval before a purchase is made. The requisition will include the following information:~~

- ~~(1) Description of the item to be purchased; and~~
- ~~(2) Name and estimate from each vendor obtained; and~~
- ~~(3) Name of the vendor which is recommended by the department head for the award of the contract; and~~
- ~~(4) A short statement of the reason for the selection of that particular vendor.~~

~~(e)(b) Procurement requirements shall not be parceled, split, divided or purchased over a period of time in order to circumvent the dollar limitations for small purchases.”~~

SECTION 3. 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 shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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, June 13, 2017

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\2-Administration – Procurement

Agenda Action Form Paducah City Commission

Meeting Date: June 13, 2017

Short Title: Amending Chapter 42 of the Paducah Code of Ordinances

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information:

The City had operated under the Kentucky Nuisance Code Enforcement Act, however, the Kentucky General Assembly passed HB 422 in 2016 abolished and phased out the Kentucky Nuisance Code Enforcement Act to support a Code Enforcement Board structure effective January 1, 2017. In order to comply with the changes to the State's laws the Ordinance 2016-12-8463 was repealed and replaced Chapter 42, sections 1 thru 100 requiring us to make changes to be in compliance. This Ordinance is now being amended for further revisions, additions and modifications.

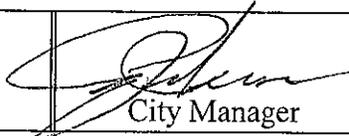
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

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

Attachments:

 Department Head	City Clerk	 City Manager
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**AN ORDINANCE OF THE CITY OF PADUCAH,
KENTUCKY, AMENDING CHAPTER 42 OF THE
PADUCAH CODE OF ORDINANCES, ENTITLED
CODE ENFORCEMENT BOARD**

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

WHEREAS, the City of Paducah has recently adopted a total revision to Chapter 42, sections 1 thru 100, of the City of Paducah Code of Ordinances in its entirety; and

WHEREAS, the replacement needs further revision, some additions and modification;

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

Section 1. That Section 42-32 “*Definitions*” is hereby amended to read as

follows:

“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:

| (a) *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.

| (b) *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.

| (c) *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.

| (d) *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.

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

(f) Demolition by neglect shall mean a situation in which a property owner allows a structure or building to suffer severe deterioration beyond the point of repair.

(g) 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.

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

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

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

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

(l) Remedy shall mean the action taken to abate any nuisance to bring property in violation of the ~~nuisance~~-code into compliance with the requirements of this chapter.”

Section 2. That Sections 42-34(b) and 42-24(c) “*General powers*” is hereby amended to read as follows:

“(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.”

Section 32. That Section 42-39 "*Powers of the Code Enforcement Board*" is hereby amended as follows:

"(i) To conduct hearings to determine if a property owner has allowed a property to become condemned and incur violations by demolition by neglect."

(j) To set a regular monthly meeting date and call special meetings as needed."

Section 34. That Sections 42-40(b), 42-40(e), 42-40(f), and 42-40(g)

"*Enforcement hearing*" are hereby amended to read as follows:

(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)~~ seven (7) business-days to remedy the violation without fine and advise the offender that the violations may be referred to the county attorney or the commonwealth attorney for criminal prosecution. The offender may be allowed a reasonable extension of time to remedy the violation without fine at the discretion of the Code Enforcement Officer, if requested by the offender.

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

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

(f) Upon receipt of a citation, the offender shall respond to the citation within ~~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 (7) 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 and then enter the final order. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with subsection (b) above, for another violation of the ~~nuisance~~-code. A copy of the final order shall be served on the offender.”

Section 45. That Sections 42-41(c) and 42-41(e)(1) “*Enforcement hearing; notice; and final order,*” are hereby amended to read as follows:

- (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~~-violation to be abated, if not already abated, and/or impose the fine set forth in the citation. ~~The final order shall provide the offender a reasonable time to remedy the violation.~~ If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with section 42-40(b), for another violation of the ~~nuisance~~-code. A copy of the final order shall be served upon the offender.
- (d) All testimony 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. The Code Enforcement Board may determine that the violations and the real property owner should be referred to the county attorney or commonwealth attorney for criminal prosecution.

~~(1) — The final order shall provide the offender a reasonable time 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 or findings of fact 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 or findings of fact 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.”

Section 6. That Section 42-39(h), Powers of the Code Enforcement Board” is

hereby amended to read as follows:

“(h) To conduct hearings to consider appeals from the determination of the Deputy Chief/Fire Marshal of the Fire Prevention Division as to the suspension, revocation, or denial of a rental occupancy permit in accordance with Section 42-41.5.”

Section 57. That Section 42-42(b), "*Appeals; final judgment*" is hereby amended to read as follows:

“(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.”

Section 8. That Section 42-43(a), "*Ordinance fine Schedule*" is hereby amended to read as follows:

“(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 <u>Each Occurrence</u>
Abandoned Vehicles and Appliances, Grass, Weeds, Litter, Solid Waste, Other Nuisances Defined by 42-50(a)(1-7)	\$100.00

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

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

Section 59. That Section 42-44(g), “*Lien; fines, charges, abatement costs, fees, penalties, attorney fees and costs*” is hereby amended to read as follows:

“(g) The provisions of this article shall be enforced in the same manner as other violations of this Code. Any person violating any of the provisions of this article shall be deemed guilty of a Class B misdemeanor, and upon conviction thereof, shall receive a fine not to exceed \$250.00 or a jail sentence not to exceed 90 days for each offense. Each day that such violation continues shall constitute a separate offense. This article and the foregoing penalties shall not be construed to limit or deny the right of the city or any person to such equitable legal remedies as may be available by law.”

Section 610. That Sections 42-46(b) and 42-46(f), “*Ordinances enacted for enforcement*” and the International Property Maintenance Code are hereby amended to read as follows:

“(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 refer to Section 42-43(b) Ordinance fine schedule ~~{delete section}~~
- (3) Section 104.7 A Property Maintenance Permit shall be required for the abatement of violations under any of the provision of this code.
- (4) Section 104.8 Prior to a valid work permit being issued to any individual or legal entity, the individual or legal equity must have no other valid work permits for properties (a) where further code enforcement is necessary or ongoing, or (b) where work has ceased or it not being completed in a workmanlike or acceptable manner so as to address the scope of work authorized by any other valid

work permits. Additionally, prior to a valid work permit being issued to any individual or legal entity, the individual or legal entity must have no other monies owed to the City of Paducah by way of back taxes, citations, liens, assessments, or other costs or charges. Whenever a valid work permit has been issued to upgrade or repair a structure on which the Code Official has served notice to make corrections or repairs required by such notice the upgrade or repairs shall be commenced within ten days.

All work shall be conducted, installed and completed in a workmanlike and acceptable manner so as to serve the results intended by the order.

Any cessation of the normal construction or repairs may cause the permit to become invalid.

No work permit shall be issued for a structure when the original permit has become invalid without the applicant going through the appeals process.

(5) Section 111 Means of Appeal is deleted. The Means of Appeals shall be as the contest procedure to the Nuisance Code Enforcement Board as provided in this article.

(6) Section 202.

Insert: Public Nuisance: Includes, but is not limited to, any of the following:

1. Any physical condition or occupancy of any premises or appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
2. Any premises that has unsanitary sewerage or plumbing facilities;
3. Any premises designated as unsafe for human habitation;
4. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property;
5. Any premises from which the plumbing, heating or facilities required by this code have been removed, or

from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided;

6. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds; or

7. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

(7) Section 301.4 Public Nuisance. All premises shall be kept free from public nuisances as defined in Section 202.

(8) Section 302.4 Insert: 10 inches

(9) 304.14 (p.10, first and second line).
Insert: May 1 thru October 31.

(10) Section 602.3 (p. 17, fifth line).
Insert: September 1 thru May 31.

(11) Section 602.4 (p. 17, third line).
Insert: September 1 thru May 31.

(12) The term "Code Official," as used in the International Property Maintenance Code, shall be deemed to be, inspectors in the Fire Prevention Division and shall be charged with the administration and enforcement of this code.

(13) The code enforcement section is hereby created in the Fire Prevention Division and shall be charged with the primary responsibility of enforcement of this code.

(14) The Board of Appeals referred to in the International Property Maintenance Code shall be the Code Enforcement Board, as set forth in this article.

(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.~~"

Section 11. That Section 42-47: "Litter" is hereby amended to read as

follows:-

(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.

Aircraft. Any contrivance now known or here-after invented, used or designated for navigation or for flight in the air. Aircraft shall include drones, helicopters and lighter-than-air dirigibles and balloons.

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.”

Section 12. That Section 42-48(d), “*Vehicles and appliances*” is hereby amended to read as follows:

“(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~~ seven 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.”

Section 13. That Section C, “*Non-exclusivity*” is hereby amended to read as follows:

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 14. Effective Date. This Ordinance shall be read on two (2) separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners June 13, 2017

Adopted by the Board of Commissioners _____

Recorded by City Clerk, Tammara Sanderson, _____

Published by *The Paducah Sun*, _____

Ord\INSP\42 – Amend Nuisance Code Ordinance