



CITY COMMISSION MEETING  
 AGENDA FOR SEPTEMBER 16, 2014  
 5:30 P.M.  
 CITY HALL COMMISSION CHAMBERS  
 300 SOUTH FIFTH ST

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE – Sam Kern – Boy Scout Troop 4**

**ADDITIONS/DELETIONS**

**PROCLAMATION: Constitution Week – Cynthia Byrd & Cheryl Bendick (National Society Daughters of the American Revolution)**

**PRESENTATION: Mayor’s Award of Merit for Glen Anderson**

**RECOGNITIONS: Students Selected for Mayor’s Anti-Bullying Youth Council – S. Guess**

**Eagle Scout Project: Duck House Reconstruction -- Sam Kern and Troop 4**

	<b>I.</b>	<b><u>MINUTES</u></b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER</u></b>
		A. Approve Application for Phase V of the Greenway Trail – <b>S. ERVIN</b>
	<b>III.</b>	<b><u>ORDINANCES – ADOPTION</u></b>
		A. Enterprise Resource Planning Software Consultant Services – <b>G. MUELLER</b>
		B. Accept Funds for the 2009 Boating Infrastructure Grant Program – <b>R. MURHPY/S. ERVIN</b>
		C. Approve Contract for Master Planning and Design Services for a Certain Tract of Land Along the Riverfront Owned by the City – <b>S. DOOLITTLE</b>
	<b>IV.</b>	<b><u>ORDINANCES – INTRODUCTION</u></b>
		A. HVAC Expanded Jurisdiction Agreement with Dept. of Housing, Buildings & Construction – <b>FIRE CHIEF KYLE</b>

		B. Uniform Services for the Fire Department Change Order #4 – <b>FIRE CHIEF KYLE</b>
		C. Contract for Services for Paducah Transit Authority – <b>CITY MGR</b>
		D. Contract for Services for PJC – Community Scholarship – <b>CITY MGR</b>
		E. Barkley Regional Airport FY2015 Contract for Services – <b>CITY MGR</b>
		F. Amend Ordinance to Change Residential Requirement for Appointment to the Paducah – McCracken County Riverport Authority – <b>MAYOR</b>
	<b>V.</b>	<b><u>CITY MANAGER REPORT</u></b> A. Jeff Speck Recommendations
	<b>VI.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>VII.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>VIII.</b>	<b><u>EXECUTIVE SESSION</u></b>

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 16 September 2014

Short Title: 2014 Transportation Alternatives Program (TAP) Grant – Greenway Trail Phase V

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By:     Steve Ervin, Steve Doolittle, Rick Murphy, Mark Thompson, Sheryl Chino  
Presentation By:    Steve Ervin

Background Information: The Kentucky Transportation Alternatives Program (TAP), formerly known as the Transportation Enhancement Grant program, has provided three consecutive awards of \$500,000 for constructing phases of the Greenway Trail. Those three projects were designed to construct an Intermodal Transportation Alternative from Downtown to the Perkins Creek Nature Preserve.

Phase V of the Greenway Trail will pick up where phase IV ends at approximately Madison Street and run along the riverfront to approximately Jefferson Street. Phase V includes construction/installation of the concrete trail, asphalt paving of road, utilities and site amenities (lighting, landscaping, seating, etc.) The estimated project cost is \$503,945. A TAP grant application in the amount of \$403,156 is proposed. A 20 percent match is required in the amount of \$100,789. Matching funds will be provided through FY2016 budget.

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available: Project Title:

Project #:

File #:

Account #:

CFDA #: 20.205

Finance

Staff Recommendation: The Commission authorizes and directs the Mayor to sign all required grant application documents.

 Planning Dept. Director	City Clerk	City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2014 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT IN THE AMOUNT OF \$403,156, THROUGH THE KENTUCKY TRANSPORTATION CABINET, FOR THE GREENWAY TRAILS PROJECT PHASE V

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, with the Kentucky Transportation Cabinet requesting a 2014 Transportation Alternatives Program (TAP) Grant in the amount of \$403,156, for the Greenway Trails Project. These funds will be used to provide the portion of the Greenway Trail from approximately Madison Street and run along the riverfront to approximately Jefferson Street.

SECTION 2. Local Cash Match of \$100,789 will be provided.

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, September 16, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 16, 2014  
\\mo\grants\Transp Alternatives 2014 app

## Agenda Action Form Paducah City Commission

Meeting Date: 9/2/2014

Short Title: Enterprise Resource Planning Software Consultant Services

Ordinance  Emergency  Municipal Order  Resolution  Motion

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

Background Information: The City of Paducah has reached a point in its current Enterprise Resource Planning (ERP) software lifecycle that require us to evaluate upgrading or replacing our Sungard (formerly HTE) system in order to meet the city's changing business needs. As city staff members began to collect software options and pricing from our current ERP software provider (Sungard) it became apparent this project will be expensive, time consuming, technologically complex and will impact every city department.

A Request For Proposal process the best tool to ensure the City receives the most cost effective ERP software solution that meets our current and future needs. To assist with the creation and evaluation of this RFP the City proposes contracting with the management consulting firm Plante & Moran, PLLC. The proposed contractual services include:

1. Conducting an ERP Needs Assessment – This assessment includes the current state of software and IT infrastructure, review of current city departmental processes, and identification of future city ERP software needs.
2. ERP RFP Preparation – Based on the information collected in the Needs Assessment, develop an RFP that will allow the City to evaluate vendor responses based on defined selection criteria and weighting factors.
3. ERP Solution Selection – Assist the City in conducting due diligence activities such as proposal response analysis, vendor demonstrations, reference checking, perform assessment of the solution's relative strengths and weaknesses

The projected time frame for Plante & Moran's services is 8-9 months. The cost for the 3 phases is quoted at \$70,840.00.

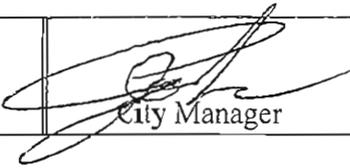
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

 8/29/2014  
Finance

Staff Recommendation: Adopt an ordinance authorizing the Mayor to execute a contract with Plante & Moran for Enterprise Resource Planning Consultant Services. A copy of the contract is available for review in the City Clerk's office.

Attachments: Plante Moran ERP Consultant Services Proposal Executive Summary

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

Meeting Date: 2 September 2014

Short Title: 2009 Boating Infrastructure Grant Program (BIG)

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Rick Murphy; Steve Ervin; Angie Weeks; Sheryl Chino  
Presentation By: Rick Murphy; Steve Ervin

Background Information: The Federal BIG program was established to provide funding to States and Territories for the development and maintenance of facilities for transient recreational vessels 26 feet or longer in length. Only designated State Administrative Agencies can apply for and receive BIG monies but, the program encourages those entities to partner with units of local government and other eligible agencies. Kentucky's designated agency, the Department of Fish and Wildlife Resources (KDFWR), agreed to partner with the City on the project.

Submittal of the application was approved on September 8, 2009 under municipal order 1479.

The city has been awarded \$910,000 in BIG funds. The local match requirement is \$320,000. The project will allow for the construction of a transient boat dock as part of the Paducah Riverfront Redevelopment Plan. The City will be required to maintain the facility has a transient boat dock for 20 years. Should the dock be destroyed or the use altered within 20 years, the city will be required to reimburse the KY Department of Fish & Wildlife pro rata for the value of the remaining useful life of the project. This grant requires construction of four items:

1. Transient Dock and Anchorage
2. Fuel System-Fuel Dock
3. Power Pedestals
4. Sewer Pump Out - Grinder Pump

Given that the City of Paducah has been awarded the subject grant for the amounts stated herein, the City Commission must accept of this grant award.

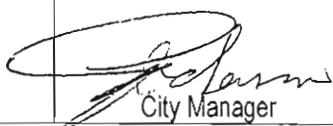
Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available:    Account Name:    RF; BIG  
Account Number:    040-3315-532.23-07  
Project Number:    DT0026  
CFDA Number:    15.622

 8/29/2014  
Finance

Staff Recommendation: The City Commission authorize and direct the Mayor or Mayor's designee to sign all required grant related documents in order that the City of Paducah may receive the grant funds.

Attachments: Commonwealth of Kentucky Contract

 Engineering Dept. Head	 Planning Dept. Head	City Clerk	 City Manager
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# Agenda Action Form Paducah City Commission

Meeting Date: 9/02/2104

Short Title: An Ordinance authorizing the Mayor to enter in a contract with RATIO Architects, Inc and BFW Engineering, Inc of Paducah for master planning and design services for certain tract of land owned by the City of Paducah.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Doolittle  
Presentation By: Doolittle

ANTE  
\$ 34,000

## Background Information:

On the former Executive Inn site, there are approximately 6 acres of land along the Ohio Riverfront between the Shultz Park improvements and the improvements associated with the hotel. (see attached graphic). The Renaissance Area Master Plan (RAMP) conceptually proposed a mix of green space and low density private development. While we have all recognized that something needs to happen to the property, we have not decided what to do. During the FY 2015 budget session, the City Manager proposed an appropriation to be used for design to address the needs as well as make land use and transportation decisions for the property. PRDA approved a proposal solicitation document (attached) and Bacon, Farmer, Workman of Paducah, partnered with RATIO (They are a multi-discipline architecture, landscape and urban planning firm from Indiana) responded to that request. The designers will work with PRDA, the City Manager and staff to produce an implementable plan for the use of the property.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Services, Other  
Account Number 01-0301-518-2307\*

  
8/29/2014  
Finance

Staff Recommendation: Authorize Mayor to execute a contract with RATIO for planning and design services.

\* - \$30K 001-0301-518-2307, \$4K Admin. Cont.

Attachments:

1. PRDA proposal solicitation
2. RATIO/BFW Proposal.

 Department Head	City Clerk	City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION, DIVISION OF HVAC AND THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement between the Commonwealth of Kentucky, Department of Housing, Buildings and Construction, HVAC Division and the City of Paducah, Kentucky. The City shall assume primary plan review, inspection and enforcement responsibility under 815 KAR 7:120 (the Kentucky Building Code), 815 KAR 7:125 (the Kentucky Residential Code), and other applicable law for initial HVAC installations and major repairs or substantial alterations to an HVAC system within the geographic boundaries of the City of Paducah. Said jurisdiction is limited to HVAC systems installed in buildings over which the City of Paducah has jurisdiction pursuant to KRS 198B.060. This agreement is for a term of three years; however, it may be canceled as described in KRS 198B.6673 and 815 KAR 8:100.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners September 16, 2014  
Adopted by the Board of Commissioners, September 23, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 23, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\insp\contract-insp jurisdiction 2014-2017



**PUBLIC PROTECTION CABINET**  
**Department of Housing, Buildings and Construction**

Steven L. Beshear  
Governor

Ambrose Wilson IV  
Commissioner

**Division of HVAC**  
101 Sea Hero Road, Suite 100  
Frankfort, Kentucky 40601-5412  
Phone: 502-573-0395, Fax: 502-573-1401  
www.dhbc.ky.gov

Robert D. Vance  
Secretary

Jack L. Coleman  
Deputy Commissioner

March 20, 2014

Les Fugate  
Chief Building Inspector  
City of Paducah  
P.O. Box 2267  
Paducah, Kentucky 42002-2267

Re: Local jurisdiction HVAC program renewal for the City of Paducah

Dear Mr. Fugate:

Please find enclosed the local jurisdiction HVAC program agreement between the City of Paducah and the Department of Housing, Buildings and Construction. This agreement specifies the additional responsibility over HVAC systems to be granted to the City of Owensboro. Note that the HVAC plan review, inspection and enforcement authority granted by this agreement is limited to HVAC systems in buildings under the responsibility of the City pursuant to KRS 198B.060. HVAC plan review, inspection and enforcement responsibility for all other buildings within the City remains with the Department.

Please review the document and obtain Mayor Gayle Kaler's signature if you are in agreement with its terms. Please return the signed copy to the Department's Staff Attorney John Allender for entry. An executed copy will be returned for your file. If you have any questions regarding these matters, please contact Roger Banks, Director of HVAC at 502-573-0395.

Sincerely,

*Ambrose Wilson IV*  
Ambrose Wilson IV  
Commissioner

By:  
*Jack Coleman*  
Deputy Commissioner

Enclosure



An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION  
DIVISION OF HVAC  
101 SEA HERO ROAD, SUITE 100  
FRANKFORT, KENTUCKY 40601-5412  
Telephone: 502-573-0395  
Fax: 502-573-1401**

**AGREEMENT WITH THE CITY OF PADUCAH  
GRANTING HVAC PERMITTING AND INSPECTION RESPONSIBILITY  
PURSUANT TO KRS 198B.6673(2)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes authorizes the creation of a uniform state building code within the boundaries of the Commonwealth and assigns specific enforcement responsibilities to each local government and to the Department of Housing, Buildings and Construction (the “Department”); and

WHEREAS, statutes specifically related to Heating, Ventilation and Air Conditioning (“HVAC”) are found at KRS 198B.650 through 198B.689; and

WHEREAS, pursuant to KRS 198B.6673, the Department may authorize local government entities to administer, carry out, and enforce the rules and regulations of the Department relating to heating, ventilation, and air conditioning with the approval of the Kentucky Board of Heating, Ventilation and Air Conditioning Contractors; and

WHEREAS, the City of Paducah has met all criteria required for a local jurisdiction HVAC program pursuant to KRS 198B.6673 and 815 KAR 8:100; and

WHEREAS, the City of Paducah has agreed to enforce KRS 198B.650 through 198B.689 and 815 KAR Chapter 8 as would the Department if jurisdiction were fully retained;

## **SECTION I - JURISDICTION GRANTED TO LOCAL PROGRAM**

The City of Paducah shall assume primary plan review, inspection and enforcement responsibility under 815 KAR 7:120 (the Kentucky Building Code), 815 KAR 7:125 (the Kentucky Residential Code), and other applicable law for initial HVAC installations and major repairs or substantial alterations to an HVAC system within the geographic boundaries of the City of Paducah. Said jurisdiction is limited to HVAC systems installed in buildings over which the City of Paducah has jurisdiction pursuant to KRS 198B.060. HVAC plan review, inspection, and enforcement responsibility in all other buildings within the City of Paducah shall remain with the Department.

## **SECTION II - INSPECTORS**

It is further understood and agreed that continuation of this increased responsibility by the City of Paducah shall be contingent upon continued supervision of the local jurisdiction HVAC program by one or more HVAC inspectors meeting the requirements of KRS 198B.6673(3). All inspectors shall maintain the applicable license or certification in good standing during the term of their employment as an inspector. The City of Paducah shall immediately advise the Department of any changes to the program, including the inspectors employed.

## **SECTION III - COMPLAINTS**

The local jurisdiction HVAC program shall address all complaints related to HVAC projects occurring within the area of jurisdiction granted in Section I above, and document all findings and applicable resolutions related to each HVAC complaint received.

#### **SECTION IV - VIOLATIONS**

The local jurisdiction HVAC program shall investigate all HVAC violations which occur within the jurisdiction, issue stop work orders, and require other remedial measures as appropriate. Additionally, local programs shall initiate and fully cooperate with county and Commonwealth attorneys regarding court cases resulting from cited violations. The City of Paducah employees shall act as witnesses for the Department in all licensing violation proceedings, as needed and as requested by the Department. Violations and their resolutions shall be documented in writing and forwarded to the Department, Division of HVAC upon completion. The City of Paducah shall maintain said records for a period of three (3) years following resolution of the violation.

#### **SECTION V - ACCOUNTING OF FEES**

Accurate accounts shall be maintained by the City of Paducah for all permitting and inspection fees under its HVAC program. Fees shall be deposited monthly in the local government's treasury or otherwise as required by law. Monthly reports containing the number of commercial and residential permits, cost of permits, number of plans reviewed, and number of inspections made shall be sent to the Department, Division of HVAC by the 10th of the month following the activity.

#### **SECTION VI - RECORD RETENTION AND AUDITS**

The City of Paducah shall maintain official records of all applications received, permits and certificates issued, fees collected, reports of inspections created, and notices or orders issued related to the HVAC program. Records shall be retained for the statutory period required for public records as established by the Kentucky Department of Libraries and Archives pursuant to KRS 171.450.

**SECTION VII - DEFICIENCIES**

Deficiencies identified in the local jurisdiction HVAC program shall be addressed pursuant to 815 KAR 8:100, Section 10.

**SECTION VIII - TERM**

This agreement shall be effective for three (3) years; however, it may be cancelled pursuant to KRS 198B.6673 and 815 KAR 8:100.

ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF PADUCAH

DEPARTMENT OF HOUSING, BUILDINGS  
AND CONSTRUCTION

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

BY: \_\_\_\_\_  
AMBROSE WILSON IV  
COMMISSIONER

Approved as to Form and Legality

\_\_\_\_\_  
MICHAEL T. DAVIS  
GENERAL COUNSEL

# Agenda Action Form Paducah City Commission

Meeting Date: 9-16-14

Short Title: Change Order #4 for Uniform Services for the Fire Department

Ordinance  Emergency  Municipal Order  Resolution  Motion

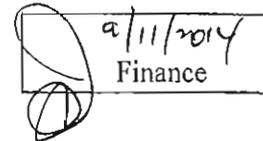
Staff Work By: Steve Kyle  
Presentation By: Steve Kyle

### Background Information:

The primary purpose of this change order is to update and add items that were not previously incorporated into the contract. This does not change the overall amount of the clothing allowance that each employee has but increases the number of items available to each employee. Things included in this change order are clarifications, replacement items, small pieces of equipment available to the individual employee, uniform items that were inadvertently left off of previous actions, and additions for items that have been discontinued by the manufacturer.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

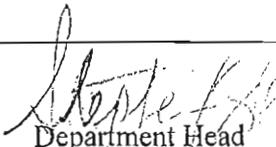
Funds Available: Account Name: Clothing Allowance  
Account Number: 001-1801/1802/1803/1804/1805/1806-522-1610



### Staff Recommendation:

Approve change order #4 for the uniform services contract for the fire department.

Attachments: Change order #4

 Department Head	City Clerk	City Manager
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AN ORDINANCE APPROVING CHANGE ORDER NO. 4 WITH BLUEGRASS UNIFORMS, INC., FOR UNIFORMS FOR THE FIRE DEPARTMENT EMPLOYEES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CHANGE ORDER

WHEREAS, the City approved Ordinance No. 2012-5-7294 to enter into a contract with Bluegrass Uniforms, Inc., at unit prices for uniforms for the Fire Department; and

WHEREAS, the City adopted Ordinance No. 2012-7-7938 approving Change Order No. 1 for clarification for uniform services provided; additional items that were omitted; and additional uniforms for the newly incorporated Fire Prevention Division; and

WHEREAS, the City approved Ordinance No. 2012-7-7946 approving Change Order No. 2 to include the newly organized Fire Prevention Division employees; and

WHEREAS, Change Order No. 3 was approved by Ordinance No. 2013-9-8070 to update and add items that were not originally incorporated into the original contract. Such as replacement items, small pieces of equipment available to the individual employee, uniform items that inadvertently left off of the previous list; and

WHEREAS, Change Order No. 4 is necessary in order to update and add items to the original contract along with additional items that have been discontinued by the manufacturer.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves Change Order No. 4 with Bluegrass Uniforms, Inc., for additional items as shown on the attached Appendix A-Change Order No. 4 for Uniform Services for the Fire Department.

SECTION 2. The Mayor is hereby authorized to execute Change Order No. 4 with Bluegrass Uniforms, Inc., approved in Section 1 above. The unit prices stated in the Change Order shall be for the same time period as noted in the contract beginning upon the execution of the Change Order.

SECTION 3. Payment for said uniforms shall be charged to the Fire Department Clothing Allowance account numbers.

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 September 16, 2014  
Adopted by the Board of Commissioners September 23, 2014  
Recorded by Tammara S. Sanderson City Clerk, September 23, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\fire\ uniforms 2014-2015 chg order 4 9-2014

APPENDIX A - CHANGE ORDER NO. 4  
UNIFORM SERVICES FOR THE FIRE DEPARTMENT

CHANGE ORDER NO: 4

DATE: September 11, 2014

NAME OF PROJECT: Uniform Services for the Fire Department

OWNER: City of Paducah, Kentucky

VENDOR: Bluegrass Uniforms

**THE FOLLOWING ITEMS ARE CLARIFICATIONS AND/OR ADDITIONS TO THE TECHNICAL SPECIFICATIONS AT NO CHARGE:**

Section	Description
2100 1.14	CHANGE: Chief Officers and Technical Rescue Team members can purchase item 88. TRT Members will be identified by Memorandum from the Fire Chief.
2100 1.17	CHANGE: Items 112-113, 125-127, 132, 135-145, 154-159 are available for uniformed personnel and non-uniformed inspectors
2100 1.23	Item #160-162 is available for all uniformed personnel
2100 1.24	In the event a Uniform contract item is discontinued by the Vendor, the City of Paducah Fire Chief is authorized to accept an alternate/replacement item in an amount not to exceed 5% of the contract unit price

**THE FOLLOWING UNIT PRICES ARE HEREBY ADDED TO THE CONTRACT DOCUMENTS:**

Section	Description	Brand	Style Number	Size	Price - Each
00310 Change Item #135	Light Mount for G2X Fire Rescue Pro Light Aluminum	Blackjack	BJ002		\$19.00
00310 Change Item #70	Gear Bag w/embroidered logo and first initial last name	Occunomix	OK3000		\$65.00
00310 Change Item #10	Danner Boot 4.5"	Danner	43027		\$120.00
00310 Change Item #11	Danner Boot 8" w/side zip	Danner	43031		\$150.00
00310 New Item #154	Discover 120 Lumen helmet light	Fox Fury	480-006		\$130.00
00310 New Item #155	Holder for composite G2X pro Light	Blackjack	BJ003		\$20.00
00310 New Item #156	Fire Resue Pro Light Kit	Sure Fire	G2X-D-FOR-Kit-03		\$105.00
00310 New Item #157	Fixed Loop holster for the G2X Fire Rescue Pro Light	Sure Fire	V20		\$13.00
00310 New Item #158	Clip-on holster for the G2X Fire Rescue Pro Light	Sure Fire	V25		\$13.00
00310 New Item #159	Black Boots NMT	Danner	42930		\$180.00
00310 New Item #160	Double Breasted Overcoat (Navy)	Newport	261MT		\$185.00
00310 New Item #161	Double Breasted Overcoat (Women's) (Navy)	Newport	261LT		\$185.00
00310 New Item #162	Stethoscope	Acoustica	MOF747XP		\$20.00

THE CONTRACT TIME WILL BE INCREASED BY: 0 Days  
APPROVALS REQUIRED:

VENDOR \_\_\_\_\_ DATE \_\_\_\_\_

FIRE CHIEF \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF PADUCAH  
FIRE DEPARTMENT  
CHANGE ORDER**

CHANGE ORDER NO: 4  
 DATE: September 11, 2014  
 NAME OF PROJECT: Uniform Services for the Fire Department  
 OWNER: City of Paducah, Kentucky  
 VENDOR: Bluegrass Uniforms

**THE FOLLOWING ITEMS ARE CLARIFICATIONS AND/OR ADDITIONS TO THE TECHNICAL SPECIFICATIONS AT NO CHARGE:**

Section	Description
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00310 Change Item #10	Danner Boot 4.5"	Danner	43027		\$120.00
00310 Change Item #11	Danner Boot 8" w/side zip	Danner	43031		\$150.00
00310 New Item #154	Discover 120 Lumen helmet light	Fox Fury	480-006		\$130.00
00310 New Item #155	Holder for composite G2X pro Light	Blackjack	BJ003		\$20.00
00310 New Item #156	Fire Resue Pro Light Kit	Sure Fire	G2X-D-FOR-Kit-03		\$105.00
00310 New Item #157	Fixed Loop holster for the G2X Fire Rescue Pro Light	Sure Fire	V20		\$13.00
00310 New Item #158	Clip-on holster for the G2X Fire Rescue Pro Light	Sure Fire	V25		\$13.00
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00310 New Item #160	Double Breasted Overcoat (Navy)	Newport	261MT		\$185.00
00310 New Item #161	Double Breasted Overcoat (Women's) (Navy)	Newport	261LT		\$185.00
00310 New Item #162	Stethoscope	Accustica	MDF747XP		\$20.00

THE CONTRACT TIME WILL BE INCREASED BY: 0 Days  
 APPROVALS REQUIRED:

VENDOR \_\_\_\_\_ DATE \_\_\_\_\_  
 FIRE CHIEF \_\_\_\_\_ DATE \_\_\_\_\_  
 MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 16, 2014

**Short Title:** Contract with Paducah Transit Authority

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Claudia Meeks  
Presentation By: Jeff Pederson, City Manager

### Background Information:

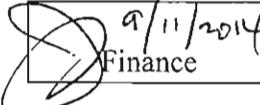
As part of the General Fund Decision Items for FY2015, the Commission approved appropriation of the sum of \$215,000 to Paducah Area Transit System, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** This expenditure was appropriated in the FY2015 Budget.

Account Name: General Fund  
Account Number: 001-0106-511-8008

 9/11/2014  
Finance

### Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Transit Authority in the amount of \$215,000.

### Attachments:

Ordinance  
Contract

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM FOR PUBLIC  
TRANSPORTATION SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2015.

SECTION 2. This expenditure shall be charged to account no. 001-0106-511-8008.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 16, 2014  
Adopted by the Board of Commissioners, September 23, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 23, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\contract-PATS 2015

## CONTRACT FOR SERVICES

This Contract for Services, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

### *WITNESSETH:*

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

**SECTION 1: TERM** The term of this contract for services shall be from the effective date of the contract until June 30, 2015.

**SECTION 2: TERMINATION** Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

**SECTION 3: OPERATIONS PAYMENT** In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each. In the event this contract for services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

The first quarterly payment shall be made by September 30, 2014. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

**SECTION 4: OBJECTIVES AND SERVICES** PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.

- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

**SECTION 5: ACCOUNTING**

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2014. The second quarterly payment shall not be made until the audit is received.

**SECTION 6: ENTIRE AGREEMENT** This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

**SECTION 7: WITHDRAWAL OF FUNDS** Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

**CITY OF PADUCAH**

By \_\_\_\_\_  
 GAYLE KALER, Mayor

**PADUCAH AREA TRANSIT SYSTEM**

By Arthur Toykin  
 Title Executive Director

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 16, 2014

**Short Title:** Contract with Paducah Junior College, Inc. – Community Scholarship Program

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Claudia Meeks  
Presentation By: Jeff Pederson, City Manager

### Background Information:

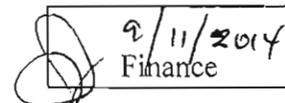
As part of the Investment Fund Decision Items for FY2015, the Commission approved appropriation of funding for the Paducah Junior College, Inc., scholarship program in the amount of \$125,000, to be paid by June 30, 2015.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** This expenditure was appropriated in the FY2015 Budget.

Account Name: Investment Fund  
Account Number: 004-0401-536-2307

 9/11/2014  
Finance

### Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$125,000.

### Attachments:

Ordinance  
Contract

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE COMMUNITY  
SCHOLARSHIP PROGRAM

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$125,000 for the Community Scholarship Program. This contract shall expire June 30, 2015.

SECTION 2. This expenditure shall be charged to the Investment Fund account/Project 004-0401-536-2307.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 16, 2014  
Adopted by the Board of Commissioners, September 23, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 23, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\contract - Paducah Junior College fy14-15 (community scholarship)

## CONTRACT FOR SERVICES

This Contract for Services, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC.** (PJC, Inc.).

### *WITNESSETH:*

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

**SECTION 1: TERM** The term of this contract for services shall be from the effective date of the contract until June 30, 2015.

**SECTION 2: TERMINATION** Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

**SECTION 3: OPERATIONS PAYMENT** In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of \$125,000 in a one-time amount no later than June 30, 2015. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

**SECTION 4: OBJECTIVES AND SERVICES** - PJC, Inc., will guarantee Paducah and McCracken County 8<sup>th</sup> graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

### **SECTION 5: ACCOUNTING**

- (A) PJC, Inc., shall conduct all accounting, payroll, and financial management.
- (B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

**SECTION 6: ENTIRE AGREEMENT** This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

**SECTION 7: WITHDRAWAL OF FUNDS** Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

**CITY OF PADUCAH**

\_\_\_\_\_  
GAYLE KALER, Mayor

**PADUCAH JUNIOR COLLEGE, INC.**

Name Ashley Wright  
Title Executive Director

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 16, 2014

**Short Title:** Contract with Barkley Regional Airport

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Claudia Meeks  
Presentation By: Jeff Pederson, City Manager

### Background Information:

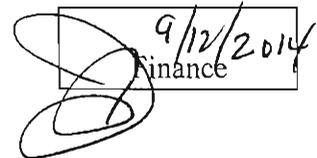
As part of the Investment Fund Decision Items for FY2015, the Commission approved appropriation of the sum of \$136,430 to Barkley Regional Airport, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** This expenditure was appropriated in the FY2015 Budget.

Account Name: Investment Fund  
Account Number: 004-9999-699-9040/TR0003

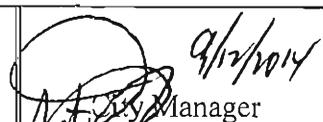
 9/12/2014  
Finance

### Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport in the amount of \$136,430.

### Attachments:

Ordinance  
Contract

Department Head	City Clerk	 9/12/2014 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH BARKLEY REGIONAL AIRPORT FOR PROVIDING GENERAL  
AVIATION AND AIR CARRIER SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Barkley Regional Airport in the amount of \$136,430 payable in quarterly installments of \$34,107.50 each, for providing general aviation and air carrier services to the citizens of McCracken County and surrounding regions. This contract shall expire June 30, 2015.

SECTION 2. This expenditure shall be charged to the Investment Fund, Project No. TR0003.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 16, 2014  
Adopted by the Board of Commissioners, September 23, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 23, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\contract-airport subsidy FY14-15

## CONTRACT FOR SERVICES

This Contract for Services, is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

**SECTION 1: TERM** The term of this contract for services shall be from the effective date of the contract, until June 30, 2015.

**SECTION 2: TERMINATION** the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

**SECTION 3: OPERATIONS PAYMENT** Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the sum of One Hundred Thirty-Six Thousand Four Hundred Thirty Dollars (\$136,430), in quarterly installments of \$34,107.50 each. First Quarter Payment shall be made by September 30, 2014. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

**SECTION 4: OBJECTIVES AND SERVICES** - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary. During the term of this Agreement, the Airport Board will formulate and advance to the Fiscal Court a recommendation to create a special district with taxing power.

**SECTION 5: ACCOUNTING**

- (A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.
- (B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

Witness the signature of the parties as of the year and date first written above:

**CITY OF PADUCAH**

\_\_\_\_\_  
 GAYLE KALER, Mayor

**BARKLEY REGIONAL AIRPORT AUTHORITY**

*Robert J. Roof*  
 \_\_\_\_\_

Title: AIRPORT MANAGER

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 16, 2014.

**Short Title: Amending Section 2-442 of the Paducah Code of Ordinance**

Ordinance  Emergency  Municipal Order  Resolution  Motion

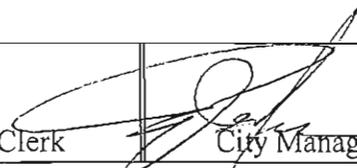
Staff Work By: Tammara Sanderson and Claudia Meeks  
Presentation By: Mayor Gayle Kaler

**Background Information:** The Code of Ordinance governing the Paducah-McCracken County Riverport Authority currently states in Section 2-442(b) that “all members appointed to the Riverport Authority shall reside within McCracken County and each shall have knowledge or experience in matters relating to river transportation or riverport facilities. No Riverport Authority member shall hold any official office with the city or the county. “

At this time it is the desire of the City to delete that portion of (b) that requires McCracken County residency. The remaining portions of Section 2-442 shall remain in full force and effect.

**Staff Recommendation:** Allow the portion of Section 2-442(b) to be deleted which requires members of the Riverport Authority to be residents of McCracken County.

**Attachments:** Ordinance

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2014-9-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Section 2-442, Composition; appointment, qualifications and term of members of the Chapter 2, Article VI, Division VI, Paducah-McCracken County Riverport Authority of the Code of Ordinances of the City of Paducah, Kentucky be amended to read as follows:

“Sec. 2-442. Composition; appointment, qualifications and term of members.

- (a) The Riverport Authority shall be composed of six members, three of whom shall be appointed by the Mayor of the city, and three of whom shall be appointed by the County Judge of McCracken County.
- (b) All members appointed to the Riverport Authority ~~shall reside within McCracken County and each~~ shall have knowledge or experience in matters relating to river transportation or riverport facilities. No Riverport Authority member shall hold any official office with the city or the county.
- (c) Of the initial appointments to the Riverport Authority, the Mayor and County Judge shall each appoint one member for two years, one member for three years, and one member for four years. Thereafter, all appointments shall be for a term of four years.”

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TAMMARA S. SANDERSON, CITY CLERK

Introduced by the Board of Commissioners, September 16, 2014  
Adopted by the Board of Commissioners, September 23, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 23, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\2-442-Riverport Authority-residency requirement

**Sec. 2-442. Composition; appointment, qualifications and term of members.**

- (a) The Riverport Authority shall be composed of six members, three of whom shall be appointed by the Mayor of the city, and three of whom shall be appointed by the County Judge of McCracken County. (Code 1968, § 2-254)
- (b) All members appointed to the Riverport Authority shall reside within McCracken County and each shall have knowledge or experience in matters relating to river transportation or riverport facilities. No Riverport Authority member shall hold any official office with the city or the county. (Code 1968, § 2-255)
- (c) Of the initial appointments to the Riverport Authority, the Mayor and County Judge shall each appoint one member for two years, one member for three years, and one member for four years. Thereafter, all appointments shall be for a term of four years. (Code 1968, § 2-256)

*(Ord. of 9-26-67; Code 1996, § 33.211)*