



**CITY COMMISSION MEETING
AGENDA FOR MAY 24, 2022
5:00 PM
PADUCAH RECREATION CENTER
1527 MARTIN LUTHER KING JR. DRIVE
PADUCAH, KY 42001**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

MAYOR'S REMARKS

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.	Approve Minutes for May 10, 2022
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approval of 2021 US Bullet Proof Vest Partnership Grant Award for \$8,098.38 - B LAIRD
	E.	Application for the 2022 Kentucky Office of Homeland Security Grant in the amount of \$862,000 - B LAIRD
	F.	Application for a U.S. Dept of Homeland Security - Port Security Grant in the amount of \$34,577 to update/replace riverfront cameras - B LAIRD
	G.	Approval of the US Environmental Protection Agency - 2022 Brownfields Assessment Grant Award in the amount of \$500,000 - N HUTCHISON

		H.	Application for a Land and Water Conservation Grant in the amount of \$100,000 to replace the playground equipment at Keiler Park - A CLARK
	II.	<u>MUNICIPAL ORDERS</u>	
		A.	Approve a Programmatic Agreement between MARAD, KY State Historic Preservation Office, Osage Nation, USACE, and the City of Paducah for the BUILD grant - Susannah Campbell, BFW Engineering & Testing, Inc.
		B.	Approve a Worker Supply Agreement with Wise Staffing to hire seasonal and temporary staff in City Departments - S SUAZO
		C.	Approval of Employment Agreement to hire Eric Stuber as Chief Technology Director - M SMOLEN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Consensual annexation of 5470 Old Highway 60 - N HUTCHISON
		B.	Approval of Contract for S. 25th St Improvement Project with Central Paving Co. in the amount of \$1,878,792.30 - R MURPHY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Repeal and Replace Chapter 108 "Telecommunications" of the Code of Ordinances - D JORDAN
		B.	Approval of Contract Modification #1 for Increase of Scope in Professional Services Contract with HDR, Inc for Dredging Project in the Amount of \$86,200.00 - R MURPHY
		C.	Paducah Riverfront Hotel (Holiday Inn) Industrial Building Revenue Bond Series 2015 Interest Rate Reset - Phil Little, McMurry & Livingston, PLLC
		D.	Approve Interlocal Cooperation Agreement with the City of Mayfield for Building Inspection Services - S KYLE
		E.	FY2023 Budget Message & Ordinance - D JORDAN & J PERKINS
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager

		B.	Comments from the Board of Commissioners
		C.	Comments on Neighborhood Opportunities
		D.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

May 10, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, May 10, 2022, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Gault led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATIONS

DOGWOOD TRAIL & ART AWARDS

Jackie Smith, Chairperson of the Civic Beautification Board, presented the following Dogwood Trail and Dogwood Art Awards

On Trail Awards

Jim and Debbie Long - 4670 Quail Hollow Drive
LaVira and Roger Anderson - 4424 Quail Hollow Drive
Jason Straub and Emma Paschall - 203 Forest Circle
Bruce and Kristen Carter - 242 West Jefferson Street
Dawn and Barbara Evans – 2222 Jefferson Street
Julie, Nick and Matt Jaeger – 2502 Jefferson Street
Ian and Janet McVicker – 3819 Londonberry Lane
Tammy Richardson – 2971 Jefferson Street

Off Trail Awards

Jamie and Leigh Ann Paxton – 4330 Pines Road
Kimberly Peterson – 307 South 25th Street

Dogwood Art Awards

Best of Show – Caroline Blackmon – Clark Elementary – 4th Grade

Dogwood Awards – Emilia Romang – Clark Elementary – 3rd Grade

Natasia Johnson – McNabb Elementary – 5th Grade

Aniaeliz Martinez Torres – Morgan Elementary – 3rd Grade

Redbud Awards - Olive Hideg – Clark Elementary – 3rd Grade

Abigail McNeely – McNabb Elementary – 4th Grade

Alyssa Haynes – Morgan Elementary – 5th Grade

Azalea Awards – Jayce Riley – Clark Elementary – 2nd Grade

Jasmine Barber – McNabb Elementary – 4th Grade

Makiyah Goss – Morgan Elementary – 3rd Grade

PADUCAH DIVERSITY ADVOCACY BOARD PRESENTATION

Communications Manager, Pam Spencer, provided the following summary:

“Dorothea Davis, co-founder of the Paducah Diversity Advocacy Board (PDAB), presented an update to the Board of Commissioners regarding PDAB which began meeting in May 2021. This 7-member advisory board has priority areas including

May 10, 2022

public engagement and city practices such as hiring a diverse workforce. Davis said the board is working to understand the community, embrace differences, and face the issue of racism head-on with the ultimate goal of a safe, respected, and connected community. Davis said next steps for the board are to create a community diversity, equity, and inclusion (DEI) statement and actively support DEI programs.”

MAYOR’S REMARKS

Communications Manager, Pam Spencer, provided the following summary:

“Mayor Bray reiterated the importance of the public-private partnership between ViWinTech and the City. Yesterday, the City and ViWinTech announced that ViWinTech ownership had purchased the former Residential Care Center on Paducah’s Southside. This dilapidated building on Irvin Cobb Drive will be demolished with ViWinTech then using the property to expand its operations.”

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for April 26, 2022, Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Contract File:</u> 1. Response to Request For Noise Variance – Lower Town Arts & Music Festival Signed by Daron Jordan, City Manager, on April 27, 2022 2. Independent Contractor Agreement between the City of Paducah and Michael Zidar, Zidar Analytics, LLC – Crime Analyst and GIS services – signed by Daron Jordan, CM 3. Agreement between City of Paducah and Beautiful Paducah, LLC – BBQ on the River 2022 MO #2565 4. Contract For Services between City of Paducah and Paducah Junior College – Community Scholarship Program – MO #2566 5. Memorandum of Agreement between City of Paducah and The Overland Group – Annexation Incentives – 5250 and 5266 U.S. Highway 60 W – MO #2568 6. Revised Scope of Work – S. 24th Street and S. 25th Street Improvement Project – ORD 2022-04-8729 7. Agreement between City of Paducah and Jim Smith Contracting LLC – Buckner Lane Bridge Project ORD 2022-04-8730 <u>Financials File:</u> 1. Paducah Water Works – month ended March 31, 2022 <u>Bids File:</u> 1. Request For Bids – Paducah Police Department Bomb Squad Explosive Ordnance Disposal – Portable x-ray system 2. Buckner Lane Bridge Replacement Project a. Harold Coffey Construction Co., Inc. b. Jim Smith Contracting Co., LLC ORD 2022-04-8729

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I(C)	Appointment of Carol Young, and John Durbin to replace Mag Vallejo and Fay Kimmons, respectively, and reappointment of Karami Underwood to the Paducah-McCracken County Senior Center Board. Said terms shall expire June 22, 2024, June 30, 2023, and June 30, 2025, respectively.
I(D)	Appointment of Jonas Neihoff to the Barkley Regional Airport Authority to replace Emerson Goodwin, who resigned. Said term shall expire December 31, 2023.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH POLICE DEPARTMENT TO APPLY FOR A 2022 U.S. BULLETPROOF VEST PARTNERSHIP GRANT IN AN AMOUNT OF \$6,804 THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR USE BY THE POLICE DEPARTMENT (MO #2569; BK 12)
I(G)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE BURNA FIRE DISTRICT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2570; BK 12)
I(H)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE GRAVES COUNTY FISCAL COURT (MAYFIELD-GRAVES COUNTY AMBULANCE SERVICE), TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2571; BK 12)

Commissioner Gault offered Motion, seconded by Commissioner Guess that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

MUNICIPAL ORDERS

AMENDMENT #9 – PROFESSIONAL CONSULTING AGREEMENT – FEDERAL ENGINEERING – RFP FOR 911 UPGRADE

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Commission adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND APPROVING AMENDMENT NO. 9 TO THE PROFESSIONAL CONSULTING AGREEMENT WITH FEDERAL ENGINEERING, INC., FOR PROFESSIONAL SERVICES RELATED TO REQUEST FOR PROPOSALS PREPARATION, PROPOSAL EVALUATION, AND CONTRACT NEGOTIATIONS FOR AN UPGRADED 911 SYSTEM IN AN AMOUNT OF \$67,790 TO BE FUNDED EQUALLY BY THE CITY OF PADUCAH AND THE MCCRACKEN COUNTY

May 10, 2022

FISCAL COURT, AUTHORIZING THE TRANSFER OF FUNDS FOR SAID EXPENDITURE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2572; BK 12)**

ACQUISITION OF PROPERTY AT 3179 JACKSON STREET FOR \$60,000

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Commission adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT, WARRANTY DEED AND ALL DOCUMENTS NECESSARY FOR THE PURCHASE OF PROPERTY LOCATED AT 3179 JACKSON STREET IN AN AMOUNT OF \$60,000.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2573; BK 12)**

ACQUISITION OF PROPERTY AT 3181 JACKSON STREET FOR \$95,000

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Commission adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT, WARRANTY DEED AND ALL DOCUMENTS NECESSARY FOR THE PURCHASE OF PROPERTY LOCATED AT 3181 JACKSON STREET IN AN AMOUNT OF \$95,000.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2574; BK 12)**

ORDINANCE INTRODUCTIONS

CONSENSUAL ANNEXATION OF 5470 OLD HIGHWAY 60

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Commission introduce an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 5470 Old Highway 60, containing approximately .52 acres of land

APPROVAL OF CONTRACT FOR SOUTH 25TH STREET IMPROVEMENT PROJECT WITH CENTRAL PAVING IN THE AMOUNT OF \$1,878,792.30

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Commission introduce an Ordinance entitled, “AN ORDINANCE ACCEPTING THE BID OF CENTRAL PAVING COMPANY IN THE AMOUNT OF \$1,878,792.30 FOR PAVEMENT RECONSTRUCTION, CONSTRUCTION OF A STORM SEWER SYSTEM, AND WATER LINE RELOCATION FOR THE SOUTH 25TH STREET IMPROVEMENT PROJECT,

May 10, 2022

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.4 MILLION FROM THE ARPA PROJECT FUND INTO THE SOUTH 25TH STREET PROJECT ACCOUNT.” This Ordinance is summarized as follows: The Mayor is hereby authorized to execute a Contract with Central Paving Company in the amount of \$1,878,792.30, for pavement reconstruction, storm sewer system construction, and water line relocation for the South 25th Street Project. Further, the Finance Director is hereby authorized and instructed to transfer \$1.4 Million from the ARPA Project Fund into the South 25th Street Project Account (ST0040) for said expenditure.

DISCUSSION

Fiscal Year 2023 Budget Workshop

Communications Manager, Pam Spencer, provided the following summary:

“The Board and City Manager Daron Jordan discussed the fiscal year 2023 budget which will be introduced May 24 with approval in June. The City’s fiscal year begins July 1. Jordan explained that the fiscal year 2023 General Fund budget of \$43.3 million is a 7 percent increase over the current year’s budget but less than the 8.5 percent national inflation rate. Jordan said this shows fiscal responsibility since this budget also includes mandated pension obligations and competitive wages. Jordan added that to balance the budget it required a transfer of approximately \$2.5 million from reserves. The Board then discussed items included in the Investment Fund, a separate fund from the General Fund, that focuses on economic development, community development, debt service, grant-in-aid funding, and capital improvement. The budget includes funding increases for items including street paving and city facility improvements/maintenance. There was discussion on several funding recipients including Sprocket, Community Scholarship Program, and Industrial Development Authority (IDA). The construction of eight pickleball courts at Noble Park also was discussed. After design and construction bidding, the expectation is that the pickleball courts could be built this fall.”

COMMENTS

City Manager Daron Jordan stated that the next Commission meeting, set for May 24 will be held offsite at the Paducah Recreation Center. The first draft of the budget is planned to be introduced.

ADJOURN

Commissioner Gault offered motion, seconded by Commissioner Wilson that the meeting be adjourned.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

TIME ADJOURNED: 7:00 p.m.

ADOPTED: May 24, 2022

May 10, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

May 24, 2022

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Change Order #1 – Jim Smith Contracting – Flap Gate Replacement Project
ORD 2022-04-8731
2. Fleet Maintenance Agreement between City of Paducah and Burna Fire District –
MO #2570
3. Fleet Maintenance Agreement between City of Paducah and Graves County Fiscal Court
(Mayfield-Graves County Ambulance Service) MO #2571
4. Amendment 9 – Federal Engineering – 911 Upgrade Project – MO #2572
5. Real Estate Purchase Agreement between City of Paducah and Cathy Priest –
3181 Jackson Street – MO #2574
6. Consent and Release – Deborah Alston Edmonds and Eddie Edmonds – 5630 Buckner
Lane (Signed by Melanie Townsend)

Financials File:

1. March Investment Summary – City of Paducah
2. Major Funds Summaries of Revenues and Expenditures – City of Paducah – Period
ending February 28, 2022

Bids File:

1. South 25th Street Improvement Project
 - a. Central Paving Co. of Paducah (winning bid)
 - b. Jim Smith Contracting

CITY OF PADUCAH
May 24, 2022

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

Michelle Smolen

City Manager's Office Signature

5/19/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
May 24, 2022**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
McNeese, Larry D.	Telecommunicator	\$17.49/hr	NCS	Non-Ex	May 26, 2022

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Grogan, Owen P.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 23, 2022
Hayes, Madison G.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 23, 2022
Orr, Chance D.	Parks Maintenance - Laborer	\$13.00/hr	NCS	Non-Ex	May 23, 2022
West, Jacob N.	Recreation Leader	\$9.50/hr	NCS	Non-Ex	May 31, 2022

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

<u>PARKS & RECREATION</u>	<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>
Meadows, Chelsi W.	Parks Maintenance Supervisor \$24.71/hr	Parks Maintenance Supervisor \$25.20/hr	NCS	Ex	May 19, 2022
<u>PLANNING</u>					
Upchurch, Nancy	Senior Administrative Assistant \$25.08/hr	Senior Administrative Assistant \$25.83/hr	NCS	Non-Ex	March 24, 2022
<u>PUBLIC WORKS</u>					
Canter, Thomas J.	Fleet Mechanic II \$25.66/hr	Fleet Supervisor \$28.00/hr	NCS	Ex	May 19, 2022
Ferrell, Christopher L.	Maintenance Supervisor \$28.09/hr	Maintenance Superintendent \$33.71/hr	NCS	Ex	May 19, 2022
Scutt, James R.	Fleet Supervisor \$26.84/hr	Fleet Superintendent \$32.21/hr	NCS	Ex	May 19, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Stanfield, Angie L.	Revenue Technician	Resignation	June 3, 2022
<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Bradley, Tyler W.	Patrolman	Resignation	June 15, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approval of 2021 US Bullet Proof Vest Partnership Grant Award for \$8,098.38 - **B LAIRD**

Category: Municipal Order

Staff Work By: Robin Newberry, Hope Reasons

Presentation By: Brian Laird

Background Information: The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police.

The National Institute of Justice, the research, development and evaluation agency of the United States Department of Justice, sets the only nationally accepted standards for body armor worn by law enforcement officers. NIJ recognizes an industry standard of a five-year life span on body armor. The Department of Justice BVP also recognizes five-year life span on body armor. In light of these industry standards and endorsements by the preeminent law enforcement agencies, the Paducah Police Department follows a five-year replacement plan on body armor worn by law enforcement officers.

The Police Department applied for this grant under Municipal Order 2459 and was awarded the grant in the amount of \$8,098.38. This grant requires a 50% match, which will be provided from FY22 operating funds.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute all documents related to acceptance of the grant.

Attachments:

1. MO award - police-bulletproof vest 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2021 U.S. BULLETPROOF VEST PARTNERSHIP GRANT AWARD IN AN AMOUNT OF \$8,098.38 FOR THE PURCHASE OF BODY ARMOR VESTS FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a 2021 U.S. Bulletproof Vest Partnership Grant in the amount of \$8,098.38 through the U.S. Department of Justice, adopted by Municipal Order No 2459 on May 25, 2021, to be used for the purchase of body armor vests for the Paducah Police Department; and

WHEREAS, the U.S. Department of Justice has approved the application and is now ready to award this grant in the amount of \$8,098.38.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Paducah Police Department is hereby authorized to draw down grant funds as acceptance of grant conditions for a 2021 U.S. Bulletproof Vest Partnership Grant through the U.S. Department of Justice in the amount of \$8,098.38 to be used to purchase body armor vests for the Police Department, and authorizing the Mayor to execute all documents related to same. The 50% local match of \$8,098.38 will be provided by the Police Department's FY2022 operating funds.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022
Recorded by Lindsay Parish, City Clerk, May 24, 2022
\\mo\grants\award - police-bulletproof vest 2021

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Application for the 2022 Kentucky Office of Homeland Security Grant in the amount of \$862,000 - **B LAIRD**

Category: Municipal Order

Staff Work By: Hope Reasons, Joe Hayes, Brian Laird
Presentation By: Joe Hayes

Background Information: The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, can be used by city and county governments, area development districts and public universities to address high-priority preparedness gaps in order to prevent, protect against, mitigate, respond to , and recover from acts of terrorism.

For the 2022 KOHS funding cycle, the Paducah Police Department seeks funds for a mobile command vehicle. The estimated cost will be \$862,000. There is no match requirement for this project.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute all documents related to the application for this grant program.

Attachments:

1. MO police-homeland security mobile command vehicle 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY FOR A 2022 KENTUCKY OFFICE OF HOMELAND SECURITY GRANT IN THE AMOUNT OF \$862,000, TO ENABLE THE PADUCAH POLICE DEPARTMENT TO PURCHASE A MOBILE COMMAND VEHICLE

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 for a 2022 Kentucky Office of Homeland Security Grant in the amount of \$862,000, for the purchase of a mobile command vehicle to be used by the Paducah Police Department. No local cash match or in-kind contributions are required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022

Recorded by Lindsay Parish, City Clerk, May 24, 2022

\\mo\grants\police-homeland security mobile command vehicle 2022

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Application for a U.S. Dept of Homeland Security - Port Security Grant in the amount of \$34,577 to update/replace riverfront cameras - **B LAIRD**

Category: Municipal Order

Staff Work By: Hope Reasons, Joe Hayes, Brian Laird

Presentation By: Joe Hayes

Background Information: The Fiscal Year (FY) 2022 Port Security Grant Program (PSGP) is one of four grant programs that constitute DHS/FEMA's focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The PSGP provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

The Paducah Police Department is requesting \$34,577 to fix existing infrastructure, move or replace problem riverfront cameras, migration of these cameras to the same platform as City Hall cameras, and the purchase of three additional cameras for added coverage. The current cameras were purchased using the 2009/2013 Port Security Grant. Approximately half of them are not working.

The grant requires a 25% match. The Paducah Police Department will contribute \$11,525 for a total project cost of \$46,102.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Police-Camera Project

Account Number: PO0119

Staff Recommendation: Authorize the Mayor to sign all documents associated with the application.

Attachments:

1. app-homeland port security - riverfront camera upgrade-purchase 2022

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 FY2022 PORT SECURITY GRANT IN THE AMOUNT OF \$34,577 FOR THE PADUCAH POLICE DEPARTMENT TO UPDATE/REPLACE RIVERFRONT CAMERAS

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 FY2022 Port Security Grant in the amount of \$34,577 for the Paducah Police Department to fix existing infrastructure, move or replace problem riverfront cameras, migration of these cameras to the same platform as city hall cameras, and the purchase of three additional cameras for added coverage.

SECTION 2. A local match of 25% is required. The local match of \$11,525 will be met through Project No. PO0119, Police Camera Project.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022

Recorded by Lindsay Parish, City Clerk, May 24, 2022

\\mo\grants\app-homeland port security - riverfront camera upgrade-purchase 2022

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approval of the US Environmental Protection Agency - 2022 Brownfields Assessment Grant Award in the amount of \$500,000 - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nicholas Hutchison, Hope Reasons

Presentation By: Nicholas Hutchison

Background Information: Since its inception in 1995, EPA's Brownfields Program has worked to help states and communities around the country clean up and revitalize brownfield sites. Brownfields Grants not only support economic growth and job creation, but they also empower communities to address the environmental, public health, and social issues associated with contaminated land. The U.S.EPA awarded \$254.5 million in Brownfields grants to 265 communities.

Grant funds will be used to inventory sites and conduct 10 Phase I and nine Phase II environmental site assessments. Grant funds will also be used to develop nine cleanup plans and support community outreach activities. The target areas for this grant are the city's riverfront, gateway, and southside corridors. Priority sites include the Old Showroom Lounge Building, North Loop Road properties, Katterjohn Building, the former Ferguson Company Building, Columbia Theater, a former gas station, and a former industrial warehouse.

There is no match required for this grant.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Southside Enhancements
Downtown

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to approve and sign all documents related to this grant award.

Attachments:

1. app – brownfields grant 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AN EPA BROWNFIELDS ASSESSMENT GRANT IN AN AMOUNT OF \$500,000 TO SUPPORT ENVIRONMENTAL PLANNING AND ASSESSMENTS OF TARGETED BROWNFIELD SITES IN AND AROUND THE CITY'S RIVERFRONT, GATEWAY, AND SOUTHSIDE CORRIDORS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a Brownfields Assessment Grant application through the United States Environmental Protection Agency in an amount of \$500,000 for funding to inventory sites, conduct ten (10) Phase I and nine (9) Phase II environmental site assessments, and to develop nine cleanup plans for target areas including the city's riverfront, gateway and southside corridors. No local cash or in-kind match is required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022
Recorded by Lindsay Parish, City Clerk, May 24, 2022
mo\grants\app – brownfields grant 2022

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Application for a Land and Water Conservation Grant in the amount of \$100,000 to replace the playground equipment at Keiler Park - **A CLARK**

Category: Resolution

Staff Work By: Amie Clark, Hope Reasons

Presentation By: Amie Clark

Background Information: The LWCF State Assistance Program was established by the LWCF Act of 1965 (Public Law 88-578) and is enacted as positive law at 54 U.S.C. § 200301 et seq. (hereinafter, “the LWCF Act”). Its purpose is to stimulate a nationwide action program to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. The program provides matching grants to States and through States to local units of government, for the acquisition and development of public outdoor recreation sites and facilities.

The Parks and Recreation Department is requesting \$100,000 to replace the playground equipment at Keiler Park. The new equipment is part of the Park's Master Plan and will make the playground inclusive and accessible for all children.

This grant requires a 50% match which is anticipated to be provided out of the Parks FY24 Budget.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the resolution and authorize the Mayor to sign all documents for the grant application.

Attachments:

1. app - parks-land and water conservation grant Keiler Park

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A LAND AND WATER CONSERVATION GRANT IN THE AMOUNT OF \$100,000 THROUGH THE KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT, TO REPLACE PLAYGROUND EQUIPMENT AT KEILER PARK AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Land and Water Conservation Grant through the Kentucky Department of Local Government in the amount of \$100,000. This grant will be used to replace playground equipment at Keiler Park. There is a 50% match requirement for this grant in the amount of \$100,000, for a total project cost of \$200,000.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022
Recorded by Lindsay Parish, City Clerk, May 24, 2022
\\mo\grants\app - parks-land and water conservation grant Keiler Park

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approve a Programmatic Agreement between MARAD, KY State Historic Preservation Office, Osage Nation, USACE, and the City of Paducah for the BUILD grant - **Susannah Campbell, BFW Engineering & Testing, Inc.**

Category: Municipal Order

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Susannah Campbell, BFW Engineering & Testing, Inc.

Background Information: Summary: Approval of a Programmatic Agreement (PA) between U.S Department of Transportation Maritime Administration (MARAD), U.S. Army Corps of Engineers (USACE), KY-State Historic Preservation Office (KY-SHPO), the Osage Nation, and the City of Paducah, KY.

Background: On July 9, 2019, the Paducah Board of Commissioners approved Municipal Order # 2261, authorizing the application for a Better Utilizing Investments to Leverage Development (BUILD) grant. In November 2019, the City was notified of an award of \$10.4M grant to improve the Paducah Riverfront and pedestrian corridor from the Convention Center to Downtown.

On March 10, 2020, Ordinance 2020-03-8622 was approved by the Paducah Board of Commissioners to appropriate \$1.5M from the General Fund Unreserved Fund for the City's match for the grant. In April 2020, Ordinance 2020-04-8637 was also approved for a contract with BFW Engineering & Testing, Inc to perform Environmental Assessment (EA) services necessary to satisfy National Environmental Protection Act (NEPA) regulations.

Currently, the BUILD grant design is in the conceptual phase. As a result, the EA consultation with the KY-SHPO, MARAD, USACE, and the Osage Nation, resulted in the City of Paducah being required to enter into a Programmatic Agreement to ensure the effects on historic properties will be addressed during design and construction.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: Work with the Communications Manager to provide updates on the project to the public.

Encourage Stakeholder engagement

Funds Available: Account Name: Build

Account Number: DT0050

Staff Recommendation: Authorize and direct the Mayor to execute the Programmatic Agreement and any associated documents between MARAD, USACE, KY-SHPO, the Osage Nation and the City of Paducah.

Attachments:

1. MO Programmatic Agreement – BUILD Grant 2022

2. PA Paducah 12 May 2022 FINAL

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION (MARAD), U.S. ARMY CORPS OF ENGINEERS (USACE), KY-STATE HISTORIC PRESERVATION OFFICE (KY-SHPO), THE OSAGE NATION, AND THE CITY OF PADUCAH, KENTUCKY, FOR HISTORIC PRESERVATION PURPOSES RELATED TO THE BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

WHEREAS, on July 9, 2019, the Paducah Board of Commissioners approved Municipal Order # 2261, authorizing the application for a Better Utilizing Investments to Leverage Development (BUILD) grant; and

WHEREAS, in November 2019, the City was notified of an award of \$10.4 Million grant to improve the Paducah Riverfront and pedestrian corridor from the Convention Center to Downtown; and

WHEREAS, on March 10, 2020, Ordinance 2020-03-8622 was approved by the Paducah Board of Commissioners to appropriate \$1.5 Million from the General Fund Unreserved Fund for the City's match for the grant; and

WHEREAS, in April 2020, Ordinance 2020-04-8637 was also approved for a contract with BFW Engineering & Testing, Inc to perform Environmental Assessment (EA) services necessary to satisfy National Environmental Protection Act (NEPA) regulations; and

WHEREAS, the project consists of the construction of a riverboat excursion pier and plaza, a riverfront park, and a multi-modal pedestrian corridor with intersection improvements; and

WHEREAS, the BUILD grant design is in the conceptual phase. As a result, the EA consultation with the KY-SHPO, MARAD, USACE, and the Osage Nation, resulted in the City of Paducah being required to enter into a Programmatic Agreement to ensure the effects on historic properties will be addressed during design and construction.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a Programmatic Agreement among the U.S. Department of Transportation Maritime Administration, the U.S. Army Corps of Engineers, the Kentucky Heritage Council, The City of Paducah, Kentucky, and The Osage Nation regarding the Construction of s riverboat excursion pier and plaza, a riverfront park, and a multi-modal pedestrian corridor with intersection improvements in the City of Paducah, Kentucky.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022
Recorded by Lindsay Parish City Clerk, May 24, 2022
MO\Programmatic Agreement – BUILD Grant 2022

**PROGRAMMATIC AGREEMENT
AMONG
THE U.S. DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION,
THE U.S. ARMY CORPS OF ENGINEERS, THE KENTUCKY
HERITAGE COUNCIL,
THE CITY OF PADUCAH, KENTUCKY, AND THE OSAGE NATION
REGARDING THE
CONSTRUCTION OF A RIVERBOAT EXCURSION PIER AND PLAZA,
A RIVERFRONT PARK, AND A MULTI-MODAL PEDESTRIAN CORRIDOR WITH
INTERSECTION IMPROVEMENTS IN THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, the U.S. Department of Transportation (DOT) Maritime Administration (MARAD) plans to provide funding to the City of Paducah, Kentucky (City) for improvements to the Paducah Riverfront Infrastructure Improvement Project (Undertaking) through a MARAD Fiscal Year (FY) 2019 Better Utilizing Investments to Leverage Development (BUILD) Grant; and

WHEREAS, the City is the BUILD grant applicant, and the project is located in the City of Paducah, McCracken County, Kentucky; and

WHEREAS, the Undertaking consists of the construction of a riverboat excursion pier and plaza, a riverfront park, and a multi-modal pedestrian corridor with intersection improvements. The planned construction activities will occur along the downtown riverfront of Paducah, which is a mix of commercial and residential areas; and

WHEREAS, the project activities along and within the river will primarily relate to the pier and plaza infrastructure, which will require riprap excavation along the shoreline and the installation of two to three (2-3) dolphins, man-made maritime vertical pipe structures which extend above the water level of sufficient height for boat mooring, in the nearshore water. These activities will occur north of the floodwall along ~ 700 feet (ft) or 213.36 meters (m) of the Ohio River shoreline which frequently experiences inundation; and

WHEREAS, MARAD has defined the Undertaking's area of potential effects (APE) (Attachment A) as the geographic areas within which the character or use of historic properties may be directly or indirectly altered, encompassing the project footprint, an area of approximately 8.4 hectares (ha) or 20.8 acres, as well as adjacent properties, to take into consideration the project's viewshed; and

WHEREAS, MARAD is responsible for complying with Section 106 of the of the National Historic Preservation Act of 1966 (NHPA), (54 U.S.C. §300101), and its implementing regulations in 36 CFR Part 800; and

WHEREAS, the project will require a permit from the U.S. Army Corps of Engineers (USACE), Louisville District under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act; and

WHEREAS, MARAD is the Lead Federal Agency for the purposes of complying with Section 106 of the NHPA and USACE has agreed to be a signatory to this PA; and

WHEREAS, because the Undertaking is currently in the conceptual phase and a detailed scope of

work and final construction design has not yet been developed, MARAD has determined that this Programmatic Agreement (PA) is needed because effects on historic properties, those previously identified and those unidentified, cannot be fully determined prior to funding the Undertaking. Identification and evaluation, including supplemental survey, of historic properties and assessment of any adverse effect pursuant to § 800.4(b)(2) and 800.5(a)(3), will be phased during Pre-construction Engineering and Design (PED) as potential impacts to historic properties are determined and/or as access to currently paved areas is permitted for supplemental Phase I Archaeological Surveys; and

WHEREAS, the City has completed a Phase I Archaeological Survey and accompanying report for the Paducah Riverfront Improvement Project for the City of Paducah, McCracken County, Kentucky and submitted it to the Kentucky Heritage Council/State Historic Preservation Officer (KY-SHPO) on December 10, 2020 (Attachment B) with revisions provided to the KY-SHPO on April 26, 2021; and

WHEREAS, because the project area overlaps the mapped boundaries of one previously identified archaeological site 15McN151, the former location of the Civil War-era Fort Anderson, MARAD and the KY-SHPO agree that a supplemental Phase I archaeological survey shall be completed at this site based on potential impacts determined during PED; and

WHEREAS, because a layer of brick and coal fragments was identified during the Phase I Archaeological Survey, and subsurface testing was not completed due to existing pavement and structures in the majority of the APE, MARAD, the KY-SHPO, and the Osage Nation agree further Phase I archaeological survey will be necessary in the APE based on potential impacts determined during PED; and

WHEREAS, the City completed an above ground Cultural Historic Survey for the Paducah Riverfront and an accompanying report and submitted it to the KY-SHPO on January 15, 2021, (Attachment C) with subsequent revisions submitted on April 20, 2021; and

WHEREAS, based on the Cultural Historic Survey report and ongoing consultations with the KY-SHPO, the following historic resources were identified: two (2) historic districts (Lower Town Neighborhood District and Paducah Downtown Commercial District), five (5) previously documented and two (2) newly documented historic resources; and

WHEREAS, MARAD and the KY-SHPO determined that both the Lower Town Neighborhood District and Paducah Downtown Commercial District retain sufficient historic integrity and significance to remain listed on the National Register of Historic Places (NRHP); and

WHEREAS, MARAD and the KY-SHPO have determined that the following resources retain sufficient integrity and significance to remain on the NRHP as either contributing elements or listed individually: MCNP-12/122-124 Broadway and MCNP 1365/100-102 Broadway; and

WHEREAS, MARAD and the KY-SHPO have determined that the following resources are eligible for listing on the NRHP as either contributing elements or listed individually: MCNP-1518/Paducah Floodwall, MCNP-1519/Limestone Pavers, MCNP-91/632 North 6th Street, and MCNP-189/117 S. Water Street; and

WHEREAS, the KY-SHPO cannot concur with the City's finding of no longer eligible for listing for

MCNP- 400/1368, as a contributing feature to the NRHP-Listed Lower Town Neighborhood District which is currently listed on the NRHP as a contributing element and will require construction plans to determine if the resource is being directly or indirectly impacted by the project; and

WHEREAS, MARAD has consulted with the Chickasaw Nation, the Delaware Nation of Oklahoma, the Miami Tribe of Oklahoma, the Osage Nation, the Peoria Tribe of Indians of Oklahoma, and the Quapaw Tribe of Indians, and invited them to participate in development of this PA; and

WHEREAS, the Osage Nation has requested and has been approved to be an Invited Signatory to this PA; and

WHEREAS, the Chickasaw Nation, the Delaware Nation of Oklahoma, and the Miami Tribe of Oklahoma indicated no known cultural sites in the APE and had no objections to the project as planned; and the Peoria Tribe of Indians of Oklahoma and the Quapaw Tribe of Indians did not provide a response; and

WHEREAS, other consulting parties, in addition to those listed above, may be identified in the future during the PED; and

WHEREAS, MARAD, in consultation with the KY-SHPO and the Osage Nation, has determined that the Undertaking has the potential to affect historic properties listed or eligible for listing in the NRHP, and commits to consultation with the KY-SHPO and the Osage Nation, pursuant to 36 C.F.R. Part 800, the regulations implementing Section 106 of the NHPA; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), MARAD has notified the Advisory Council on Historic Preservation (ACHP) that effects to historic properties cannot yet be determined with specified documentation, and the ACHP has chosen not to participate in the consultation; and

NOW, THEREFORE, the Signatories to this PA agree that the Undertaking shall be accomplished in accordance with the following stipulations in order to take into the account the effect of the Undertaking on historic properties.

STIPULATIONS

MARAD shall ensure that the following measures are carried out and completed.

- I.** Stipulations I through XIV will be incorporated as Special Grant Terms to the MARAD BUILD Grant approval, and the City will be responsible for ensuring compliance with these measures and with the USACE Department of the Army permit under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act conditions:

II. IDENTIFICATION EFFORTS

A. QUALIFICATIONS

1. The City shall ensure that all cultural resource assessments are carried out under the

direct supervision of a Principal Investigator who meets or exceeds the “Professional Qualifications Standards” set forth in the Secretary of the Interior’s Standards and Guidelines, 48 Fed. Reg. 44738-39 (Sept. 29, 1983).

2. All work must comply with the most recent version (June 2017 revisions) of the KY-SHPO’s *Specifications for Archaeological Field Work and Assessment Reports* (KY-SHPO Specifications), the State Antiquities Act (KRS 164.705 - KRS 164.735; KRS 164.990), the most recent version (December 2018 revisions) of the Osage Nation Historic Preservation Office’s *Archaeological Survey Standards* (ONHPO Standards), and any or all other applicable laws pertaining to historic properties in place at the execution of this PA.

B. PRE-CONSTRUCTION ENGINEERING AND DESIGN (PED)

1. Geotechnical testing is required to develop detailed construction plans with demolition/construction notes, including site plans and elevations where appropriate. These borings are required to develop the design to 60% completion. Prior to any ground disturbing activities, the City will provide the KY-SHPO and the Osage Nation with a geotechnical investigation proposal, which will identify the location and number of borings and specified depth requirements. These borings will be located within the current APE. If borings are required near the floodwall, the City will ask the USACE where these borings can be placed so as to not impact the floodwall. Those locations identified by the USACE will be provided in the geotechnical boring investigation proposal (i.e., setbacks and conditions). The City requests that the KY-SHPO and Osage Nation provide comments within 15 business days.
2. The City will provide detailed construction plans with demolition/construction notes, including site plans and elevations where appropriate, to the KY-SHPO and the Osage Nation. Because the level of detail related to impact is variable, the City shall provide design details at 60% of total design for review by the KY-SHPO and the Osage Nation.
3. Once design details are finalized, and prior to the development of additional survey plans and any construction activities, the City, in consultation and concurrence with the KY-SHPO and the Osage Nation, will review the project’s APE to confirm it represents the geographic areas within which the character or use of historic properties may be directly or indirectly altered by this Undertaking.
4. Once design details are finalized, but prior to the initiation of any construction activities, the City, in consultation and concurrence with the KY-SHPO and the Osage Nation, will develop a plan for additional surveys in accordance with Stipulations C and D. Further, the City will seek a determination of effect by the KY-SHPO for all previously known or newly identified historic properties based on design specifications.

C. ARCHAEOLOGICAL INVESTIGATIONS

1. Archaeological Survey
 - a. The City shall develop a plan of work for a supplemental Phase I archaeological survey in consultation with all parties after the project’s construction plans are fully developed. This will include plans to further evaluate the integrity of site

15McN151, the former location of the Civil War-era Fort Anderson. Additional survey plans will be required to conduct supplementary subsurface testing in the APE, with a focus on the location of the artifact-bearing strata identified during the original Phase I Archaeological Survey. Archaeological testing will take place after existing pavement has been removed, but before any further ground disturbance.

- b. The City shall conduct a supplemental Phase I archaeological survey of the APE in accordance with KY-SHPO Specifications and ONHPO Standards, after the construction plans for the project have been fully developed to determine the presence of archaeological sites eligible for listing in the NRHP.
- c. If it is determined during the supplemental survey that a potentially eligible archaeological site cannot be avoided, or the site's integrity and significance cannot be determined, the City shall notify the Signatories within five business days and recommend the site(s) be further tested for eligibility. Within 15 days after all supplemental archaeological field work is complete, the City shall prepare and provide to MARAD a Phase I archeological survey supplemental report. MARAD shall provide copies of the report to all Parties in accordance with Stipulation II.E.1.

D. CULTURAL HISTORIC INVESTIGATION

1. Prior to the initiation of any ground disturbance, the City will conduct a cultural historic survey (above ground resources) to identify and document any buildings, historic sites, and structures that were not previously surveyed. Prior to the survey and any ground disturbance, the City will submit fully developed construction plans and the confirmed APE to the KY-SHPO and the Osage Nation. For any above ground historic properties that are newly identified or have been previously surveyed five years ago or more, a Kentucky Historic Properties Survey Form will be provided by the City. The KY-SHPO will review these forms and paper copies will be provided by the City upon request. The Kentucky Historic Properties Survey Forms will reflect the historic properties' integrity, significance, and/or overall boundary definition.
2. If the Cultural Historic survey of the APE identifies effects to above ground historic properties that cannot be avoided by the Undertaking, the City shall notify the Signatories pursuant to Stipulation VII and ~~shall~~ ^{have} a meeting to discuss further evaluation of the identified above ground historic properties for eligibility for listing in the NRHP, prior to the initiation of any ground disturbing or other construction activities. Within 15 days of the completion of the cultural historic survey (above ground) assessment, the City shall prepare and provide to MARAD a cultural historic assessment report. MARAD shall provide copies of the report to all Parties in this PA in accordance with Stipulation II.E.1 (Reporting and Determination of Effect) below.

E. REPORTING AND DETERMINATION OF EFFECT

1. After pavement removal, but prior to other ground disturbing or construction activities, in consultation and concurrence with the KY-SHPO and the Osage

Nation, the City will seek an assessment of effects by MARAD based on design specifications, supplemental Phase I archaeological survey, and any additional cultural historical survey (above ground resources). MARAD shall submit one (1) electronic copy of the Phase I Archaeological survey supplemental report and the cultural historical assessment report to all Parties for review and comment. Reports and final report submission shall follow KY-SHPO Specifications, and include state site inventory forms, documentation for properties of religious and cultural significance to Indian tribes, recommendations on the historical significance and integrity of identified cultural resources, NRHP evaluations of identified cultural resources, and a determination of effect, including any conditions imposed, for the Undertaking. MARAD shall provide all Parties with thirty (30) days, from receipt of each report, to review and provide comments. Construction activities will be authorized to commence only after MARAD, the Osage Nation, and KY-SHPO reach concurrence with a no effect or no adverse effect determination, or after the execution of an agreement under Stipulation IV.

III. PROTECTION OF CONFIDENTIAL INFORMATION

To the extent consistent with NHPA Section 304 (Title 54 of the United States Code, Section 300310), the Archaeological Resources Protection Act (ARPA) Section 9(a), and other applicable federal and state laws, cultural resource data from this Undertaking will be treated as confidential by all Signatories and is not to be released to any person, organization or agency not a party to this PA. Confidentiality concerns for properties that may have traditional religious and cultural significance to the Indian tribes will be respected and will remain confidential to the fullest extent permitted by law.

IV. ADVERSE EFFECTS TO HISTORIC PROPERTIES

- A. The City will more fully develop a detailed scope of work and an approximately 60% design. These designs will be shared with the KY-SHPO and the Osage Nation to seek comment on potential impacts to historic properties. The City will then fully develop a detailed scope of work and final designs (100%) to ascertain if a determination of effects can be made during the PED and/or after additional surveys as potential impacts to historic properties are determined and/or access to paved/constructed areas is gained.
- B. If, through consultation with the KY-SHPO, ACHP, Indian tribes, Concurring Parties, and Consulting Parties, it is determined that the Undertaking will have an adverse effect on historic properties, MARAD shall follow the process described in 36 C.F.R. § 800.6 to avoid, minimize, or mitigate adverse effects on historic properties. MARAD shall consider any views concerning such effects which are provided by KY-SHPO, ACHP, Indian Tribes, Concurring Parties, and Consulting Parties. MARAD shall continue consultation to resolve adverse effects and may accept additional Consulting Parties into discussions at any point during consultation. MARAD shall notify the ACHP, pursuant to 36 C.F.R. § 800.6(a)(1), using its electronic 106 notification system. Construction activities will be authorized to commence only after MARAD, and Consulting Parties have reached concurrence

regarding mitigation measures and all excavation mitigation measures have been completed.

V. HUMAN REMAINS

- A. Procedures for addressing the treatment of human remains and grave goods shall be guided by the ACHP's "Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects" (adopted by the ACHP on February 23, 2007), and other applicable Federal, State, and Local laws.
- B. If human remains are found during Undertaking activities, construction activities within 50 meters of the remains shall be halted and the City will contact the County Coroner and local law enforcement immediately, per KRS 72.020. If burial items, sacred items, or items of cultural patrimony are discovered, work shall cease immediately within a 50-meter radius of the discovery. Any exposed human remains shall be protected *in situ* from any potential disturbance (including vandalism or theft). The remains shall be covered with canvas and not exposed to public view. At all times, human remains must be treated with the utmost dignity and respect.
- C. If the remains are determined to be recent human remains and/or associated with a crime through consultation with the district coroner or deputy district coroner, Law Enforcement will assume complete control of the effort. If the remains and/or the discovery is of prehistoric Native American Origin, MARAD shall provide immediate telephone notification within twenty-four (24) hours, followed by written notification and documentation within forty-eight (48) hours, to the KY-SHPO and all federally recognized Indian Tribes with ancestral ties to the location of the discovery who have requested such notifications.
- D. No photographs will be taken of human remains. If necessary, only hand-drawn illustrations or plan notes may be used in documentation and other communication. Should unforeseen, unusual circumstances arise, law enforcement may request that photographs be taken in the case of a crime scene. These photographs will, however, be taken only after consultation and with the consulting, federally recognized Indian Tribes.
- E. MARAD shall consult with these parties to discuss avoidance, minimization of disturbance, or protocols for disinterment. At minimum, this consultation will address the requirements of 43 CFR 10.5(e), the federal Inadvertent Discovery standards of the Native American Graves Protection and Repatriation Act (NAGPRA):
 - 1. The kinds of objects to be considered as cultural items;
 - 2. The specific information used to determine custody;
 - 3. The planned treatment, care, and handling of human remains, funerary objects, sacred objects, or objects of cultural patrimony recovered;
 - 4. The planned archeological recording of the human remains, funerary objects, sacred objects, or objects of cultural patrimony recovered;
 - 5. The kinds of analysis planned for each kind of object;

6. Any steps to be followed to contact Indian tribe officials at the time of intentional excavation or inadvertent discovery of specific human remains, funerary objects, sacred objects, or objects of cultural patrimony;
 7. The kind of traditional treatment, if any, to be afforded the human remains, funerary objects, sacred objects, or objects of cultural patrimony by members of the Indian tribe;
 8. The nature of reports to be prepared; and
 9. The planned disposition of human remains, funerary objects, sacred objects, or objects of cultural patrimony.
- F. Neither the City's staff nor any of its contracted employees will conduct excavation, handling, or removal of any human remains without the concurrence of KY-SHPO, the Osage Nation, the Chickasaw Nation, the Delaware Nation of Oklahoma, and the Miami Tribe of Oklahoma.

VI. CURATION

MARAD will comply with the curation requirement of 36 C.F.R. Part 79 if prehistoric and historic artifacts are recovered during field investigations.

VII. UNANTICIPATED DISCOVERIES

- A. In accordance with 36 C.F.R § 800.13(a)(1), the following provisions govern the actions to be taken if unanticipated cultural resources are encountered during Undertaking activities.
- B. If, during the implementation of the Undertaking, a previously unidentified historic property is discovered or a previously identified historic property is affected in an unanticipated manner, the City shall ensure that all work within a 50-meter radius of the discovery shall cease until such time as a treatment plan can be developed and implemented as set forth below.
- C. The City will take all reasonable measures to clearly mark and avoid harm to the property until consultation, as detailed in Stipulation VII.D through VII.G, with the KY-SHPO, Indian Tribes, and Consulting Parties occurs.

The discovery of a previously unidentified historic resource or any unanticipated effect to previously identified historic properties shall require the City to consult with the KY-SHPO and the Osage Nation. In addition, the discovery of any archaeological sites or artifacts shall require the City to also consult with the Chickasaw Nation, the Delaware Nation of Oklahoma, and the Miami Tribe of Oklahoma as consulting parties.

- D. Within forty-eight (48) hours of notification of the discovery, the City shall contact the Parties to this PA and provide written details of the discovery.

- E. Within forty-eight (48) hours of the discovery, or at the very earliest opportunity thereafter, a Secretary of the Interior qualified, professional archaeologist shall conduct an on-site evaluation to determine the boundary of the find, consider eligibility, effects, and possible treatment measures. The Parties may participate in the on-site evaluation and shall be notified in advance of the location, date, and time.

If, based on the on-site evaluation, MARAD determines through consultation with the KY-SHPO, ACHP, Indian tribes, Concurring Parties, and Consulting Parties that a historic property is being adversely affected, then MARAD shall schedule a meeting with all Parties within fourteen (14) days after the on-site meeting to determine an appropriate treatment plan. MARAD shall develop and submit the treatment plan to the Parties within seven (7) days after the treatment consultation meeting for a fourteen (14) day review period. MARAD shall take comments received into account in developing the final plan to be sent to all Parties prior to the implementation of the plan. MARAD will notify all Parties of the start day for implementing the plan prior to starting.

- F. If MARAD and Parties agree the site is not eligible for the NRHP or that an Eligible site is not being adversely affected, then construction activities may proceed.
- G. If MARAD and Parties cannot reach agreement regarding eligibility, effects, or treatment, then they shall follow the provisions outlined in the Dispute Resolution Stipulation under Section VIII below.

VIII. DISPUTE RESOLUTION

- A. Should any Party to this PA object at any time to any actions proposed or the way the terms of this PA are implemented, MARAD shall consult with such party to resolve the objection. If MARAD determines that such objection cannot be resolved, MARAD will forward all documentation relevant to the dispute, including MARAD's proposed resolution, to the ACHP. The ACHP shall provide MARAD with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, MARAD shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, Signatories and Concurring Parties, and provide them with a copy of this written response. MARAD will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) daytime period, MARAD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, MARAD shall prepare a written response that considers any timely comments regarding the dispute from the Signatories and concurring parties to the PA and provide them and the ACHP with a copy of such written response.
- C. MARAD'S responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

IX. DURATION

This PA will expire if its terms are not carried out within ten (10) years from the date of its execution or after the completion of the Undertaking and the PA's terms, whichever comes later. Prior to such time, MARAD may consult with the other Signatories to reconsider the terms of the PA and amend it in accordance with Stipulation X below.

X. AMENDMENTS

This PA may be amended when such an amendment is agreed to in writing by all Signatories and all necessary legal counsel have approved the amendment. The amendment will be effective on the date a copy signed by all the Signatories is filed with the ACHP.

XI. TERMINATION

- A. If any Signatory determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate this PA upon written notification to the other Signatories.
- B. Once this PA is terminated, and prior to work continuing on the undertaking, MARAD must either (a) execute an agreement pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. MARAD shall notify the Signatories as to the course of action it will pursue.

XII. NO OBLIGATION OF MARAD FUNDS OR VIOLATIONS OF THE ANTI-DEFICIENCY ACT

- A. Nothing contained herein shall constitute an obligation or an undertaking to obligate funds appropriated to MARAD.
- B. MARAD's future efforts to execute requirements arising from the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs MARAD's ability to implement the stipulations of this PA, MARAD shall consult in accordance with the Amendments and Termination procedures found at Stipulations X and XI of this PA. No provision of this PA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

XIII. EFFICIENT COMMUNICATIONS

In accordance with Executive Order 13563 "Improving Regulation and Regulatory Review," and Executive Order 13589 "Promoting Efficient Spending," communications between Signatories to this PA and Consulting Parties discussed herein shall be in electronic form whenever practicable, permitted by law, and consistent with applicable

records retention requirements. Unless a Signatory or Consulting Party specifically requests communication in another form (i.e., mail/hard copy), communication pertaining to this PA shall be by electronic means. MARAD is responsible for maintaining an up-to-date list of email addresses of the Signatories and Consulting Parties that have not chosen communications other than electronic communications.

XIV. EXECUTION

Due to currently existing coronavirus health and life safety concerns the Signatories and all parties named herein have agreed to execute this PA using handwritten signatures or by the use of electronic means. In addition, the Signatories and all parties named herein have agreed that the execution of this PA using legally binding counterparts is and shall be considered effective legal execution of same.

Execution of this PA by MARAD, the Osage Nation, KY-SHPO, and the USACE, and implementation of its terms, evidence that MARAD has taken into account the adverse effects on historic properties by this undertaking, afforded the ACHP an opportunity to comment, and fulfilled its responsibilities under 54 U.S.C. § 306108.

SIGNATORY:

**UNITED STATES DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

BY: _____
William K. Paape, Associate Administrator for Ports &
Waterways

DATE IF SIGNED BY HANDWRITTEN SIGNATURE:
_____, 2022

SIGNATORY:

**UNITED STATES ARMY CORPS of ENGINEERS,
LOUISVILLE DISTRICT**

BY: _____
Eric Reusch, Chief, Regulatory Division

DATE IF SIGNED BY HANDWRITTEN SIGNATURE:
_____, 2022

SIGNATORY:

KENTUCKY HERITAGE COUNCIL

BY: _____
Craig A. Potts, Director, Kentucky Heritage Council and
Kentucky State Historic Preservation Officer

DATE IF SIGNED BY HANDWRITTEN SIGNATURE:
_____, 2022

Approved as to form and legality:

BY: _____
Legal Counsel
Tourism, Arts, and Heritage Cabinet

DATE IF SIGNED BY HANDWRITTEN SIGNATURE:
_____, 2022

INVITED SIGNATORY:

CITY OF PADUCAH, KENTUCKY

BY: _____
George Bray, Mayor

DATE IF SIGNED BY HANDWRITTEN SIGNATURE:
_____, 2022

INVITED SIGNATORY:

OSAGE NATION

BY: _____
Geoffrey M. Standing Bear, Principal Chief

DATE IF SIGNED BY HANDWRITTEN SIGNATURE:
_____, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approve a Worker Supply Agreement with Wise Staffing to hire seasonal and temporary staff in City Departments - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The City reached out to five vendors for temporary staffing employment services, and three vendors responded. After reviewing the proposals, we would like to execute an employment services agreement with Wise Staffing. This is a one-year agreement to assist with seasonal and temporary part-time staff. The staffing company agrees to maintain all current standards for hiring by completing a background check and drug screen for the employees they send. This would allow the City to bring on additional staff on days where we may need more employees prior to events, or to assist with mowing. We anticipate using Wise Staffing mostly for laborer positions and temporary pump operators.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: The recommendation is to sign a one-year agreement with Wise Staffing for staffing services.

Attachments:

1. MO Wise Staffing Group 2022
2. Wise Staffing - Worker Supply Agreement Version 2
3. Wise Staffing - City Hall Price Spreadsheet
4. Wise Staffing - City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A WORKER SUPPLY AGREEMENT
WITH WISE STAFFING GROUP FOR SEASONAL AND TEMPORARY STAFFING
ASSISTANCE IN A PERCENTAGE NOT-TO-EXCEED 33% OF THE PAY RATE AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, Wise Staffing Group provides staffing solutions for employers who
are looking to hire dependable, qualified workers; and

WHEREAS, the City of Paducah wishes to enter into an agreement with Wise
Staffing Group to utilize services related to hiring workers for specific City of Paducah positions;
and

NOW THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH,
KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and authorizes a Worker
Supply Agreement with Labor Source Wise Staffing Group, in an amount not to exceed 33%
above the pay rate, in substantial compliance with the Rates and Services Proposal of Wise
Staffing Group dated October 2021 and utilizing the following rates per job title as follows:

Job Title	Pay Rate	Percentage	Bill Rate
Pool Attendant	\$9.50	33%	\$12.64
Lifeguard	\$10.00	33%	\$13.30
Pool Manager	\$11.50	33%	\$15.30
Maintenance Tech \$17.33-\$21.66	\$17.33	29%	\$22.36
Sports Official \$10-\$16 @ 33%	\$10.00	33%	\$13.30
Sports Official \$17-\$20 @ 29%	\$17.00	29%	\$21.93
Park Ranger	\$14.00	33%	\$18.62
Parks Maintenance Seasonal P/T	\$13.00	33%	\$17.29
Temporary Floodwall Operator	\$10.00	31%	\$13.10
Parks Maintenance Laborer F/T \$15.50 - \$19.37	\$15.50	29%	\$20.00
Parks Maintenance Laborer F/T \$15.50 - \$19.37	\$19.37	29%	\$24.98

SECTION 2. That the term of the Worker Supply Agreement is for one year from
the date of signature.

SECTION 3. That the Mayor is hereby authorized to execute said Worker Supply
Agreement approved in Section 1 above.

SECTION 4. That this expenditure shall be charged to the Other Contractual Accounts by department.

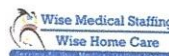
SECTION 5. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners _____
Recorded by Lindsay Parish, City Clerk _____
\\mo\Wise Staffing Group 2022



"Merging Talent with Opportunity"

WORKER SUPPLY AGREEMENT

THIS AGREEMENT, made and entered into this 4 of May, 2022 by and between Labor Source, LLC hereinafter referred to as "Contractor" and City of Paducah, hereinafter referred to as "Customer".

WHEREAS, Customer is desirous of availing itself of the services offered by Contractor for the supply of temporary labor; and

WHEREAS, Contractor is desirous of providing to Customer temporary labor services.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions to be kept and maintained by the parties hereto, the parties agree as follows:

1. **Term**. This Agreement shall run for a period of _____, and shall expire at 11:59 PM on _____. Customer and Contractor may renew this Agreement thereafter by agreement.
2. **Contract Personnel**. Contractor will provide to Customer the labor and supervision services of the Contractor for the purpose of performing labor services. Contractor will terminate any employee supplied to Customer if Customer or Contractor finds (i) employee not competent or (ii) such employee fails to pass any drug screen test, if so requested.
3. **Liabilities of Contractor**. As employer of the personnel provided to Customer, Contractor is liable as such for the following purposes:
 - A. Compliance with rules and regulations governing the reporting and payment of federal and state payroll taxes on wages paid under this agreement, including, but not limited to:

Federal income tax withholding provisions of the Internal Revenue Code

- (i) State and/or local income tax withholding provisions, if applicable;
- (ii) Federal Insurance Act (FICA);
- (iii) Federal Unemployment Tax Act (FUTA);
- (iv) Applicable State Unemployment provisions.

B. Compliance with applicable Workers' Compensation laws, including but not limited to:

- (i) Procuring of workers' compensation insurance
- (ii) Completing and filing all required reports, and administering claims.
- (iii) Upon written request by Customer, Contractor shall furnish a Certificate of Insurance verifying workers' compensation coverage on all Contractor employees.

C. Compliance with Consolidated Omnibus Budget Reconciliation Act (COBRA).

D. Compliance with Immigration Reform and Control Act of 1986.

E. Compliance with Consumer Credit Protection Act, Title III.

F. Procuring and providing employee benefits as required.

G. Monitoring changes in government regulations relating to policies and practices governing the employer/employee relationship, including, but not limited to, issues such as recruiting, interviewing, testing, selection, orientation, training, evaluation, replacing, supervising, disciplining and terminating employees.

H. Compliance with the Fair Labor Standards Act.

4. **Staffing Firm Right to Control**

In addition to determining and paying the employees' wages and benefits, withholding and remitting employment taxes, and providing workers' compensation insurance, Contractor has the right to control, either unilaterally or in coordination with the Customer, the manner and means by which the

employees assigned to the Customer, perform their work; this right includes the right to physically inspect the worksite and work process (where practicable), the right to address and correct employee job performance and worksite conduct issues, and the right to discipline, reassign, and terminate the employees. The Contractor also has the right to establish and enforce policies regarding the employees' compliance with equal employment opportunity, anti-harassment, drug-free workplace, worker safety, family leave, paid time off, and other employment laws and regulations.

5. Staffing Firm Health Coverage Offered on Behalf of Client

In the event the Customer is determined by a government agency or court of law to be the common law employer of the employees assigned to the Customer by the Contractor for purposes of compliance with the employer shared responsibility provisions of the Patient Protection and Affordable Care Act (PPACA), the Contractor shall be considered the Customer's agent for the purpose of the Customer's obligation, if any, for complying with those provisions with respect to the Contractor employees. As agent, any health insurance benefits offered or assessable payment made or required to be made by the Contractor under IRS Code §4980H with respect to employees assigned to the Contractor shall be considered to have been made by the Customer for purposes of satisfying the customer's employer shared responsibility obligations and the customer shall pay an additional amount (as specified in the pricing terms of this agreement) for employees who are offered such benefits. As agent, the Contractor shall be obligated to offer minimum essential coverage as defined in the PPACA to the employees assigned to the Customer only as set forth in this agreement and the Contractor shall be obligated to pay any assessable payments that may be due under IRS Code §4980H with respect to the employees assigned to the Customer because of the Contractor's failure to offer minimum essential coverage to the required percentage of its full-time employees or because the coverage offered to an employee is unaffordable or does not provide minimum value. However, the Customer has no obligation to provide or pay benefits under the Contractor's plan; nor shall the Customer, its health plan, or any related party be liable if the Contractor fails to pay benefits due under the Contractor's plan.

6. Insurance.

Contractor shall keep in force and effect at all times during the term of this Agreement, the following insurance on an occurrence basis:

- A. General Liability: \$1,000,000/Occurrence Limit
 - \$5,000,000 General Aggregate Limit
 - \$5,000,000 Products/Completed Operations Aggregate Limit

\$1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Damage to Premises Rented to You
\$ 10,000 Medical Payments Limit
(General liability excludes watercraft)

- B. Workers' Compensation: \$1,000,000 each accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee
- C. Non-Owned Auto: \$1,000,000 Hired and Non-Owned Auto Liability

7. **Termination**

- A. This agreement may be canceled at any time with written notice by Customer or Contractor.
- B. Contractor may cancel this Agreement if Customer fails to comply with Paragraph 7 "Safe Work Environment". If the Contractor deems it necessary to cancel the Agreement, Customer shall be given thirty (30) days' notice and a reasonable opportunity to cure such default.
8. **Safe Work Environment**. Customer agrees that it will comply with all health and safety laws, regulations, ordinances, directives and rules imposed by controlling federal, state and local government, and that it will immediately verify all accidents and injuries with Contractor. Customer agrees to comply, at its own expense, with any specific requirements from Contractor's workers' compensation carrier, safety engineer or any government agency having jurisdiction over the workplace or health and safety.
9. Contractor agrees that the personnel utilized in the performance of duties under this agreement are and will be the employees of Contractor. Customer will supply necessary tools and safety equipment as would be reasonable, necessary and required to perform their assigned tasks. Contractor agrees to withhold cost of said equipment not returned from contract personnel's final paycheck up to the minimum wage.
10. Customer agrees that it will not pay any direct taxable wages to any contract personnel under this Agreement, but will pay only through the method and rates otherwise established by agreements of the parties.
11. Pay rate for contractor's employees shall be mutually agreed upon by Contractor and Customer with mark-up on pay rate per agreement.
12. In the event of a dispute arising under this Agreement, the prevailing party in such action as may be brought shall be entitled to collect reasonable attorney's fees and expenses in addition to any award to which the prevailing party may become

entitled. Venue of any dispute between the parties shall be McCracken County, Kentucky.

13. This Agreement, and its rights and obligations may not be assigned by either party without the consent of the other party.

14. Failure to enforce any provision contained herein shall not serve to waive any of the parties' rights to recovery or enforcement at some other time, or in any way serve to modify or alter this Agreement.

15. Customer is set at 30 day net terms.

16. ACA Compliant and offer our Employees Health Insurance and Benefits while they are on our payroll.

IN WITNESS WHEREOF, the parties have executed this agreement on the date hereinabove affixed.

BY: _____
(Customer) (Date)

BY: Lama Decklin 5/4/2022
(Contractor) (Date)

Job Title	Pay Rate	Percentage	Bill Rate
Pool Attendant	\$9.50	33%	\$12.64
Lifeguard	\$10.00	33%	\$13.30
Pool Manager	\$11.50	33%	\$15.30
Public Works Maintenance Tech \$17.33-\$21.66	\$17.33	29%	\$22.36
Public Works Maintenance Tech \$17.33-\$21.66	\$21.66	29%	\$27.94
Sports Official \$10-\$16 @ 33%	\$10.00	33%	\$13.30
Sports Official \$17-\$20 @ 29%	\$17.00	29%	\$21.93
Park Ranger	\$14.00	33%	\$18.62
Parks Maintenance Laborer Seasonal P/T	\$13.00	33%	\$17.29
Temporary Floodwall Operator	\$10.00	31%	\$13.10
Parks Maintenance Laborer F/T \$15.50 - \$19.37	\$15.50	29%	\$20.00
Parks Maintenance Laborer F/T \$15.50 - \$19.37	\$19.37	29%	\$24.98



Member of the Wise Staffing Group



"Merging Talent with Opportunity"

PROPOSAL OF RATES AND SERVICES For City of Paducah October 2021

Temporary Placement and/or Temporary to Permanent Placement

Labor Source proposed bill rate for City of Paducah is 33% above the pay rate.

Example:	<u>Pay Rate</u>	<u>Bill Rate</u>
	\$11.00	\$14.63

Labor Source will not charge our clients or employees for drug screens, random drug screens and background checks. Our temp to hire completion is 520 hours. We offer short term, long term, and direct hire services.

All bill rates will include mandatory expenses such as worker's compensation, employer social security, federal and state unemployment taxes, and general liability.

All bill rates will include the following services for all employees assigned to City of Paducah:

SCREENING:

- 5-Panel Pre-employment Drug Screening
- National Criminal Background Check
- Reference Check
- E-Verify
- ACA Compliant Employee Insurance Benefits

ORIENTATION:

- Safety Orientation (Under guidelines of OSHA and/or site specific)



Member of the Wise Staffing Group



+ WISE MEDICAL STAFFING



"Merging Talent with Opportunity"

Page 2

SUPPORT SERVICES:

- **24 Hour Contact**

A Wise Staffing representative will be available 24 hours a day/7 days a Week

- **Employee Guarantee**

In order to ensure your complete satisfaction with our services, Wise Staffing offers a 4 hours guarantee for all new associates. If for any reason you or the associate is not completely satisfied with the placement, Wise Staffing will end the assignment and there will be no charge for the first 4 hours.

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approval of Employment Agreement to hire Eric Stuber as Chief Technology Director - **M**
SMOLEN

Category: Municipal Order

Staff Work By: Daron Jordan, Michelle Smolen, Stefanie Wilcox

Presentation By: Michelle Smolen

Background Information: The Chief Technology Director position has been vacant since late February, and after posting on a diverse number of technology websites, and completing a rigorous recruitment process, the City Manager's Office is ready to execute an employment agreement. The interview process consisted of phone interviews and four panel interviews, one that included the Board of Commissions. The City has extended an employment offer to hire Eric Stuber effective June 30, 2022. Eric is a previous employee of the City and has been in the technology field for over twenty years, and a native to Paducah.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended that the Mayor sign and execute the Employment Agreement for the Chief Technology Director to Eric Stuber.

Attachments:

1. MO agree-employment – Eric Stuber – Chief Technology Director
2. CTD Signed Employment Agreement 5 13 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND ERIC STUBER FOR EMPLOYMENT AS
CHIEF TECHNOLOGY DIRECTOR, AND AUTHORIZING THE MAYOR TO EXECUTE
SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of
Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized
to execute an Employment Agreement with Eric Stuber to be employed in the position of Chief
Technology Director.

SECTION 2. Effective Date. This Order shall be in full force and effect on and
after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 24, 2022
Recorded by Lindsay Parish, City Clerk, May 24, 2022
\\mo\agree-employment – Eric Stuber – Chief Technology Director

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Consensual annexation of 5470 Old Highway 60 - N HUTCHISON

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: The property owners of 5470 Old Highway 60 have requested annexation into the City of Paducah. This is the Valvoline oil change establishment in front of Menards. A portion of private ROW will become maintained by the City upon annexation.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Community Growth priority

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Annex – Consensual 5470 U.S. Highway 60 West
2. ANNEXATION PLAT
3. LEGAL DESCRIPTION - 0.52 ACRES
4. Annexation request letter

ORDINANCE NO. 2022-__ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the property, approximately .52 acres of land located at 5470 U. S. Highway 60 West, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, the owner of said property, D&E Properties, has requested said consensual annexation in writing to the Board of Commissioners.

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, the City of Paducah now wishes to enact a single ordinance annexing the land described herein.

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

SECTION 1. The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

**LEGAL DESCRIPTION
OF
0.52 ACRES**

Lying on the South side of Old U.S. Highway 60 and being the D & E Partners property recorded in Deed Book 1410, page 16 and shown as Tract "C" per Subdivision Plat recorded in Plat Section "M", page 999, McCracken County Clerks Office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing mag nail with cap 3445 in the South right-of-way line of Old U.S. Highway 60 at the Northeast corner of the D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999, said point being in the Corporate Limits to the City of Paducah

and having Kentucky State Plane Coordinates (Kentucky South 1602 – NAD 83) of Northing 1922529.871 and Easting 778637.254; THENCE FROM SAID POINT OF BEGINNING S 14°23'07" E with the East line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 a distance of 250.79 feet to an existing ½" rebar with cap 3445 at the Southeast corner thereof and in the existing Corporate limits to the City of Paducah; thence S 71°00'44" W with the South line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and also with the Corporate Limits to the City of Paducah a distance of 80.15 feet to an existing ½" rebar with cap 3445 at the Southwest corner thereof; thence N 18°54'32" W with the West line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and continuing with the Corporate Limits to the City of Paducah a distance of 250.07 feet to an existing ½" rebar with cap 3445 at the Northwest corner thereof and in the South right-of-way line of aforesaid Old U.S. Highway 60; thence N 71°03'58" E with the South right-of-way line of said Old U.S. Highway 60 and the Corporate Limits to said City of Paducah a distance of 99.93 feet to the Point of Beginning and containing 0.52 Acres as shown on "Annexation Plat for D & E Partners" prepared by Siteworx Survey & Design LLC dated April 27, 2022.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 10, 2022

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

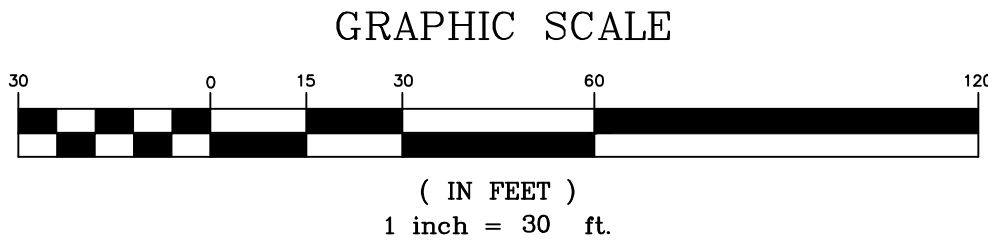
ORD\Plan\Annex – Consensual 5470 U.S. Highway 60 West

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance 2022-_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____, 2022.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2022.

Lindsay Parish, City Clerk



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP
STAMPED "3732" SET AT TIME OF SURVEY.
- PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- EXISTING ROAD CENTERLINE
- - - EASEMENT LINE, AS NOTED
- - - SUBJECT PROPERTY LINE
- - - BUILDING SETBACK LINE
- NO CORNER SET
- R. PROPERTY LINE
- CL CENTERLINE
- R.O.W RIGHT-OF-WAY

BASIS OF BEARINGS:
ALL BEARINGS SHOWN ON
THIS DRAWING ARE BASED
UPON KENTUCKY SOUTH
ZONE-1602, NAD 83

OLD U.S. HIGHWAY 60 NOTE

THE RIGHT-OF-WAY OF OLD U.S. HIGHWAY 60 WAS
ESTABLISHED FROM RIGHT-OF-WAY PLANS IN CORRELATION
WITH EXISTING MONUMENTS PREVIOUSLY SET PER PLAT
SECTION "M", PAGE 670, 986, 999 AND 1458. SOURCE OF
TITLE IS DEED BOOK 180, PAGE 37.

SURVEYOR'S CERTIFICATE

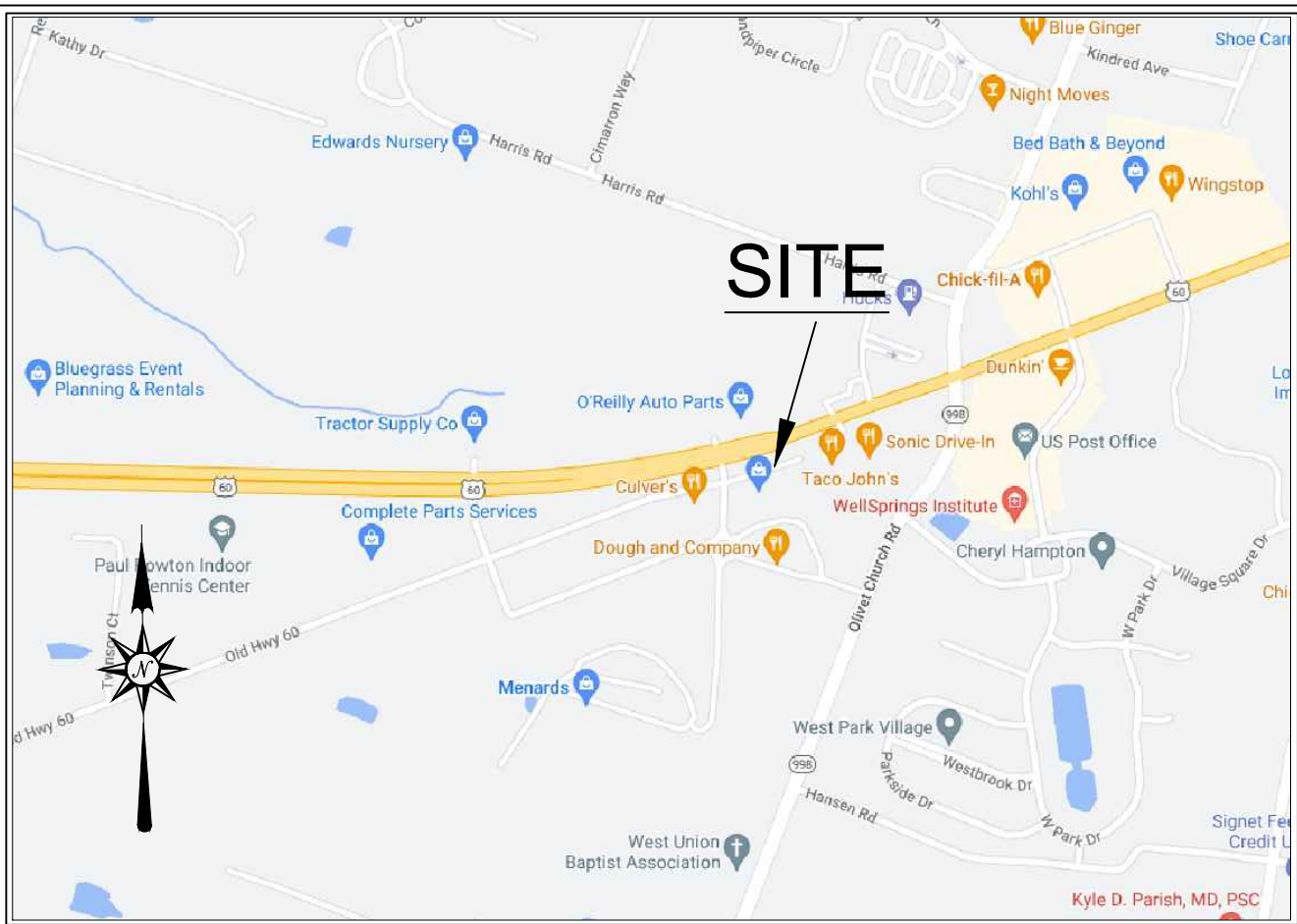
TO: D & E PARTNERS
634 FROSTY MORN DRIVE
CLARKSVILLE, TENNESSEE 37040

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS
DONE BY PERSONS UNDER MY DIRECT SUPERVISION. THE SURVEY AS
SHOWN HEREON IS A CLASS "URBAN" SURVEY AND THE ACCURACY
AND PRECISION OF SAID SURVEY MEETS ALL SPECIFICATIONS OF THIS
CLASS.

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION
IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY
THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN
UNADJUSTED CLOSURE RATIO OF 1:31,742 WITH NO
ADJUSTMENT OF THE ANGULAR AND LINEAR DIMENSIONS HEREON
INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM
STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY,
THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND
ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

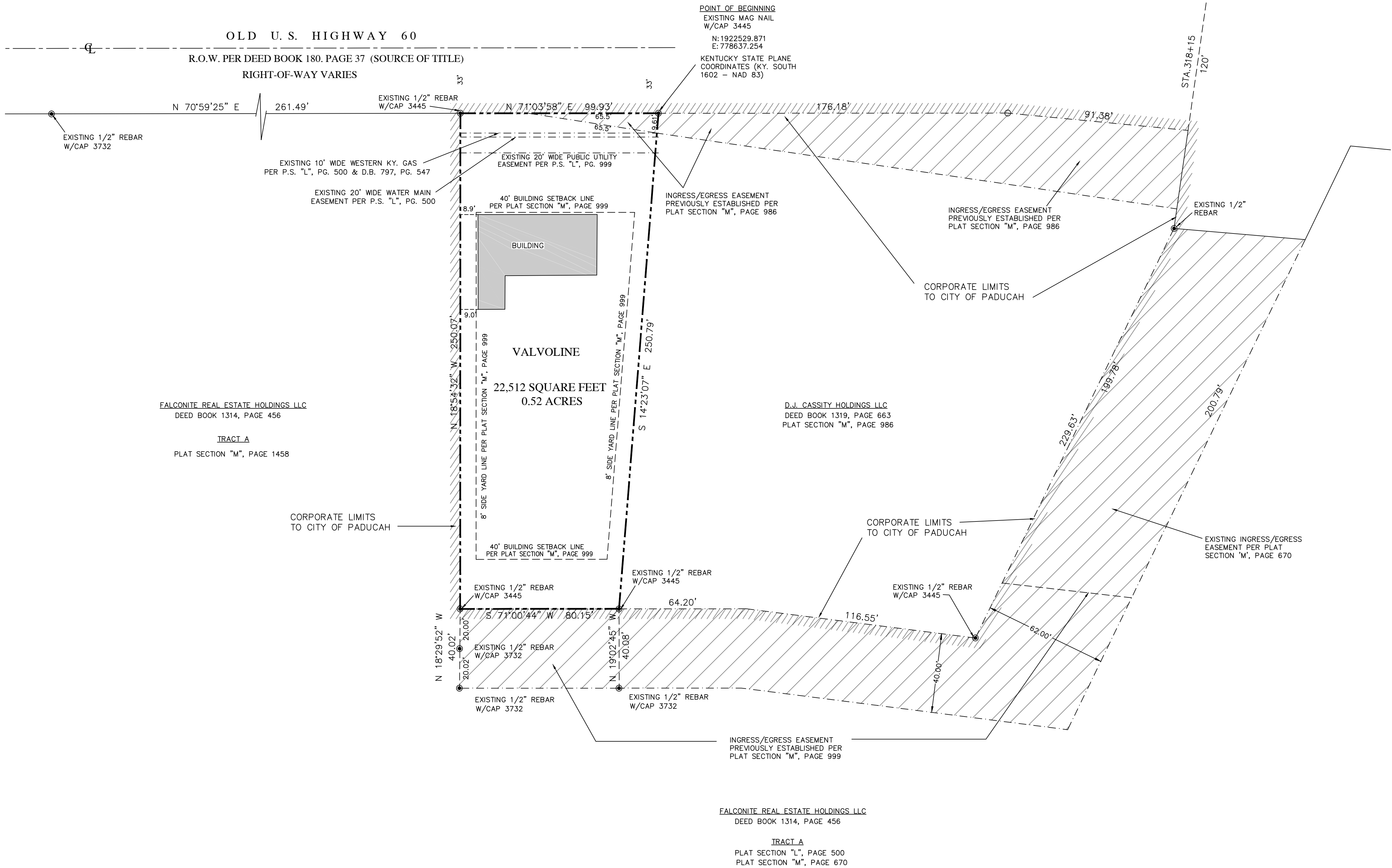
APRIL 25, 2022
DATE OF SURVEY COMPLETION

KENTUCKY PROFESSIONAL LAND SURVEYOR #3732



LOCATION MAP
NOT TO SCALE

U. S. HIGHWAY 60



GENERAL NOTES

FLOOD NOTE:
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO
BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON
FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER
21145C0129F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:
McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
DEED BOOK 1410, PAGE 16
PLAT SECTION "M", PAGE 999

OWNERS:
D & E PARTNERS
634 FROSTY MORN DRIVE
CLARKSVILLE, TENNESSEE 37040

CLIENT:
CITY OF PADUCAH
300 SOUTH 5TH STREET
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267

SANITARY SEWER & PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-
McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING
INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED COMMERCIAL, BY THE
McCRACKEN COUNTY ZONING ORDINANCE.
MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: 50 FEET
SIDE YARD: 8 FEET
REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS
MINIMUM LOT AREA: 7,500 SQUARE FEET

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE OPINION.
A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN
AND SHOW RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS PERTAINING
TO THIS PROPERTY. HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS
THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

MAYOR'S CERTIFICATE OF
DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 81A OF THE KENTUCKY
REVISED STATUTES, I, _____ MAYOR, ON
BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE
PROPOSED PLAT OF ANNEXATION S SHOWN HEREON HAS BEEN FOUND
TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY
THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE
ADOPTED AT A MEETING HELD ON _____.

MAYOR, CITY OF PADUCAH

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, _____, CLERK FOR THE COUNTY AND STATE AFORESAID DO
HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND
THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____.

BY _____ DC

CLERK

RECORDED IN PLAT SECTION _____ PAGE _____

ANNEXATION PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A
BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150
PROPERTY OF:
D & E PARTNERS
LOCATED AT: 5470 OLD HIGHWAY 60
McCRACKEN COUNTY, KENTUCKY

PROJECT NO.:	22002
DATE:	4/27/2022
DRAWN BY:	DG
CHECKED BY:	SCC
REV.	DESCRIPTION

SHEET
1
OF 1

siterx
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siterxdesign.com



SITEWORX SURVEY & DESIGN, LLC

124 SOUTH 31ST STREET, PADUCAH, KY 42001
(270) 443-8491 FAX (270) 443-8494

LEGAL DESCRIPTION

OF

0.52 ACRES

Lying on the South side of Old U.S. Highway 60 and being the D & E Partners property recorded in Deed Book 1410, page 16 and shown as Tract "C" per Subdivision Plat recorded in Plat Section "M", page 999, McCracken County Clerks Office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing mag nail with cap 3445 in the South right-of-way line of Old U.S. Highway 60 at the Northeast corner of the D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999, said point being in the Corporate Limits to the City of Paducah and having Kentucky State Plane Coordinates (Kentucky South 1602 – NAD 83) of Northing 1922529.871 and Easting 778637.254; THENCE FROM SAID POINT OF BEGINNING S 14°23'07" E with the East line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 a distance of 250.79 feet to an existing ½" rebar with cap 3445 at the Southeast corner thereof and in the existing Corporate limits to the City of Paducah; thence S 71°00'44" W with the South line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and also with the Corporate Limits to the City of Paducah a distance of 80.15 feet to an existing ½" rebar with cap 3445 at the Southwest corner thereof; thence N 18°54'32" W with the West line of said D & E Partners property per Deed Book 1410, page 16 and Tract "C" per Plat Section "M", page 999 and continuing with the Corporate Limits to the City of Paducah a distance of 250.07 feet to an existing ½" rebar with cap 3445 at the Northwest corner thereof and in the South right-of-way line of aforesaid Old U.S. Highway 60; thence N 71°03'58" E with the South right-of-way line of said Old U.S. Highway 60 and the Corporate Limits to said City of Paducah a distance of 99.93 feet to the Point of Beginning and containing 0.52 Acres as shown on "Annexation Plat for D & E Partners" prepared by Siteworx Survey & Design LLC dated April 27, 2022.



December 9, 2021

To whom it may concern:

We wish to annex the property at 5470 Old Hwy 60, Paducah, KY 42001. We wish to have this property rezoned to HBZ. This letter is from K. Douglas Wall with D&E Properties, the landlord.

Sincerely,

A handwritten signature in black ink that reads 'K Douglas Wall'.

K. Douglas Wall

State of Tennessee
County of Montgomery

On December 9, 2021 before me, K. Douglas Wall, Partner (name and title of officer), personally appeared K. Douglas Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Print Name

A handwritten signature in black ink that reads 'Robin M. Knight'.

(Seal)



exp - 2/13/25

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approval of Contract for S. 25th St Improvement Project with Central Paving Co. in the amount of \$1,878,792.30 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Approving a construction contract with Central Paving Co. consisting of the reconstruction of pavement, the construction of a storm sewer system, and water line relocation along S. 25th Street from Jackson Street to Alabama Street. Also, included is the installation of sidewalks on the west side of S. 25th Street.

Background: On November 26, 2019, the Paducah Board of Commissioners adopted Municipal Order #2306 approving a Memorandum of Agreement with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for a grant in the amount of \$650,000.00 for the S. 25th St. Improvement Project.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of \$6,439,016.00 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4M of ARPA funding toward specific stormwater mitigation projects. ARPA funding will be used for the balance of the project cost.

On April 27, 2022, the Engineering Department opened sealed bids for the S. 25th St. Improvement Project. BFW Engineering & Testing performed bid evaluation and recommended Central Paving Co. as submitting the lowest responsive bid at \$1,878,792.30. Two (2) bids were received as follows:

- (1) Central Paving Co: \$1,878,792.30
- (2) Jim Smith Contracting: \$2,161,800.94

In order to fully fund the project, the Finance Director is authorized to transfer \$1.4M from the ARPA Project Fund into the S. 25th Improvement Project Account (ST0040).

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater

Communications Plan: Work with the Communications Manager for Public Service Announcements and social media posts.

Work with Paducah Housing Authority to notify residents of Elmwood Court of potential impacts.

Work with other impacted groups including PATS and Paducah Independent Schools.

Funds Available: Account Name: S 25th Improvement Project

Account Number: ST0040

Staff Recommendation: To receive and file the bids and adopt an ordinance authorizing the Mayor to execute a contract with Central Paving Co. in the amount of \$1,878,792.30 for the S. 25th St. Improvement Project and authorizing the Finance Director to transfer \$1.4M from the ARPA Project Fund into the S. 25th St Project Fund (ST0040)

Attachments:

1. MO agree- Central Paving Co South 25th Street Project - 2022
2. 00500 - Agreement S 25th St
3. S 25th Street Improvement Project - Bid Tabulation
4. S 25th St_legal ad affidavit

ORDINANCE NO. 2022-05-_____

AN ORDINANCE ACCEPTING THE BID OF CENTRAL PAVING COMPANY IN THE AMOUNT OF \$1,878,792.30 FOR PAVEMENT RECONSTRUCTION, CONSTRUCTION OF A STORM SEWER SYSTEM, AND WATER LINE RELOCATION FOR THE SOUTH 25TH STREET IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.4 MILLION FROM THE ARPA PROJECT FUND INTO THE SOUTH 25TH STREET PROJECT ACCOUNT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Central Paving Company in the amount of \$1,878,792.30 for pavement reconstruction, construction of a storm sewer system, and water line relocation for the South 25th Street Improvement Project. BFW Engineering & Testing performed bid evaluation and recommended Central Paving Company as submitting the lowest responsive bid, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Central Paving Company of April 27, 2022.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Central Paving Company for the South 25th Street Improvement Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. That the Finance Director is hereby authorized and instructed to transfer \$1.4 Million from the ARPA Project Fund into the South 25th Street Project Account (ST0040). The expenditure, authorized by Section 1 above, shall be charged to South 25th Street Project Account (ST0040).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree- Central Paving Co South 25th Street Project - 2022

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR S. 25th ST. IMPROVEMENT PROJECT

THIS AGREEMENT, made this _____ day of _____, 2022 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **COFFEY CONSTRUCTION CO**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **S. 25th ST. IMPROVEMENT PROJECT**. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within One Hundred-Eighty (180)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$500.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **One million, Eight Hundred, Seventy-Eight Thousand, Seven Hundred Ninety-Two Dollars and Thirty Cents (\$1,879,792.30)** as quoted in the Bid Proposal by the Contractor dated **April 27, 2022** which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further

agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

				Engineer's Estimate		Central Paving		Jim Smith Contracting	
ITEM		QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
100 GENERAL									
2568	Mobilization	1.00	LS	\$22,680.56	\$22,680.56	\$54,000.00	\$54,000.00	\$60,000.00	\$60,000.00
2569	Demobilization	1.00	LS	\$45,361.13	\$45,361.13	\$14,000.00	\$14,000.00	\$32,000.00	\$32,000.00
Subtotal					\$68,041.69	\$68,000.00		\$92,000.00	
200 ROADWAY									
1	DGA Base	2,592.00	TON	\$30.00	\$77,760.00	\$24.50	\$63,504.00	\$30.00	\$77,760.00
214	CL3 ASPH BASE 1.00D PG64-22	799.00	TON	\$95.00	\$75,905.00	\$90.00	\$71,910.00	\$100.00	\$79,900.00
324	CL3 ASPH SURF 0.50B PG64-22	683.00	TON	\$105.00	\$71,715.00	\$98.00	\$66,934.00	\$100.00	\$68,300.00
356	Asphalt Material for Tack	4.00	TON	\$800.00	\$3,200.00	\$2,000.00	\$8,000.00	\$750.00	\$3,000.00
40074	Asphalt Leveling and Wedging	541.00	TON	\$75.00	\$40,575.00	\$98.00	\$53,018.00	\$100.00	\$54,100.00
23019EN	Asphalt Milling and Texturing	1,382.00	SQYD	\$20.00	\$27,640.00	\$15.00	\$20,730.00	\$4.50	\$6,219.00
521	Storm Sewer Pipe – 15 Inch	1,640.00	LF	\$65.00	\$106,600.00	\$67.80	\$111,192.00	\$90.00	\$147,600.00
522	Storm Sewer Pipe – 18 Inch	485.00	LF	\$72.00	\$34,920.00	\$85.00	\$41,225.00	\$100.00	\$48,500.00
1202	Pipe Culvert Headwall – 15 Inch	2.00	EACH	\$1,430.00	\$2,860.00	\$1,450.00	\$2,900.00	\$2,000.00	\$4,000.00
1204	Pipe Culvert Headwall – 18 Inch	1.00	EACH	\$1,575.00	\$1,575.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
X	Curb Box Inlet Type Y	15.00	EACH	\$6,000.00	\$90,000.00	\$6,800.00	\$102,000.00	\$7,500.00	\$112,500.00
X	Curb Box Inlet Type Z	3.00	EACH	\$5,000.00	\$15,000.00	\$9,975.00	\$29,925.00	\$11,500.00	\$34,500.00
1577	Drop Box Inlet Type 14	2.00	EACH	\$3,200.00	\$6,400.00	\$2,700.00	\$5,400.00	\$3,500.00	\$7,000.00
1585	Remove Drop Box Inlet	3.00	EACH	\$600.00	\$1,800.00	\$1,500.00	\$4,500.00	\$700.00	\$2,100.00
1643	Junction Box-24 Inch	1.00	EACH	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,500.00	\$3,500.00
1644	Junction Box-30 Inch	1.00	EACH	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$3,800.00	\$3,800.00
1690	Flume Inlet Type 1	2.00	EACH	\$5,475.00	\$10,950.00	\$8,200.00	\$16,400.00	\$7,282.00	\$14,564.00
1791	Adjust Manhole Frame to Grade	4.00	EACH	\$267.00	\$1,068.00	\$300.00	\$1,200.00	\$2,200.00	\$8,800.00
1811	Standard Curb and Gutter Modified	4,527.00	LF	\$25.00	\$113,175.00	\$39.50	\$178,816.50	\$36.03	\$163,107.81
1812	Remove Curb and Gutter	1,475.00	LF	\$12.75	\$18,806.25	\$8.50	\$12,537.50	\$10.00	\$14,750.00
X	Continuous Gutter	562.00	LF	\$10.00	\$5,620.00	\$70.50	\$39,621.00	\$63.97	\$35,951.14
2101	Cement Concrete Entrance Pavement-8 In	1,584.00	SQYD	\$75.00	\$118,800.00	\$105.00	\$166,320.00	\$91.45	\$144,856.80
2200	Roadway Excavation	2,633.00	CUYD	\$10.00	\$26,330.00	\$32.00	\$84,256.00	\$66.00	\$173,778.00
2383	Remove and Reset Guardrail	200.00	LF	\$15.00	\$3,000.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00
20550ND	Sawcut Pavement	5,704.00	LF	\$10.00	\$57,040.00	\$3.00	\$17,112.00	\$4.00	\$22,816.00
2091	Remove Pavement	3,567.00	SQYD	\$10.00	\$35,670.00	\$2.50	\$8,917.50	\$13.00	\$46,371.00
2545	Clearing and Grubbing	1.00	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$135,000.00	\$135,000.00
2585	Edge Key	330.00	LF	\$34.00	\$11,220.00	\$25.00	\$8,250.00	\$15.00	\$4,950.00
2650	Maintain & Control Traffic	1.00	LS	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00	\$35,000.00	\$35,000.00
2690	Safeloading	4.00	CUYD	\$370.00	\$1,480.00	\$180.00	\$720.00	\$400.00	\$1,600.00
23158ES505	Detectable Warnings	554.00	SQFT	\$35.00	\$19,390.00	\$55.00	\$30,470.00	\$50.00	\$27,700.00
X	Sidewalk-5 Inch Concrete	1,967.00	SQYD	\$71.00	\$139,657.00	\$75.00	\$147,525.00	\$69.80	\$137,296.60
2721	Remove Concrete Sidewalk	609.00	SQYD	\$25.00	\$15,225.00	\$18.00	\$10,962.00	\$20.00	\$12,180.00
3287	Sidewalk Ramp Type 1	4.00	EACH	\$900.00	\$3,600.00	\$2,650.00	\$10,600.00	\$2,243.00	\$8,972.00
3289	Sidewalk Ramp Type 3	16.00	EACH	\$3,000.00	\$48,000.00	\$5,250.00	\$84,000.00	\$4,586.00	\$73,376.00
2726	Staking	1.00	LS	\$8,000.00	\$8,000.00	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00
23274EN11F	Turf Reinforcement Mat 1	856.00	SQYD	\$8.00	\$6,848.00	\$8.25	\$7,062.00	\$7.50	\$6,420.00
2701	Temp Silt Fence	1,278.00	LF	\$2.05	\$2,619.90	\$4.00	\$5,112.00	\$2.00	\$2,556.00
2703	Silt Trap Type A	2.00	EACH	\$178.00	\$356.00	\$200.00	\$400.00	\$200.00	\$400.00
2704	Silt Trap Type B	10.00	EACH	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00
2705	Silt Trap Type C	19.00	EACH	\$164.00	\$3,116.00	\$250.00	\$4,750.00	\$200.00	\$3,800.00
2706	Clean Silt Trap Type A	6.00	EACH	\$3.45	\$20.70	\$50.00	\$300.00	\$50.00	\$300.00
2707	Clean Silt Trap Type B	30.00	EACH	\$4.30	\$129.00	\$30.00	\$900.00	\$50.00	\$1,500.00
2708	Clean Silt Trap Type C	57.00	EACH	\$4.45	\$253.65	\$30.00	\$1,710.00	\$50.00	\$2,850.00
2709	Clean Temp Silt Fence	3,834.00	LF	\$1.00	\$3,834.00	\$0.75	\$2,875.50	\$1.50	\$5,751.00
5952	Temp Mulch	3,333.00	SQYD	\$1.50	\$4,999.50	\$0.45	\$1,499.85	\$0.35	\$1,166.55
5953	Temp Seeding and Protection	3,333.00	SQYD	\$1.50	\$4,999.50	\$0.55	\$1,833.15	\$0.48	\$1,599.84
5963	Initial Fertilizer	1.00	TON	\$1,185.00	\$1,185.00	\$500.00	\$500.00	\$475.00	\$475.00
5964	Maintenance Fertilizer	1.00	TON	\$1,128.00	\$1,128.00	\$500.00	\$500.00	\$475.00	\$475.00
5985	Seeding and Protection	4,166.00	SQYD	\$1.00	\$4,166.00	\$0.80	\$3,332.80	\$0.70	\$2,916.20
5990	Sodding	3,422.00	SQYD	\$10.00	\$34,220.00	\$7.00	\$23,954.00	\$6.50	\$22,243.00
5992	Agricultural Limestone	3.00	TON	\$160.00	\$480.00	\$380.00	\$1,140.00	\$365.00	\$1,095.00
2314ED	KPDES Permit	1.00	LS	\$300.00	\$300.00	\$30,520.00	\$30,520.00	\$4,000.00	\$4,000.00
20418ED	Remove & Relocate Signs	23.00	EACH	\$355.00	\$8,165.00	\$300.00	\$6,900.00	\$500.00	\$11,500.00
20208NC	Pave Mark Paint-Arrows	4.00	EACH	\$75.00	\$300.00	\$35.00	\$140.00	\$25.00	\$100.00
6514	Pave Striping Perm Paint-4IN	525.00	LF	\$2.00	\$1,050.00	\$1.50	\$787.50	\$1.00	\$525.00
6568	Pave Marking-Thermo Stop Bar-24IN	20.00	LF	\$20.00	\$400.00	\$35.00	\$700.00	\$25.00	\$500.00
Subtotal					\$1,299,551.50	\$1,561,962.30		\$1,846,520.94	
300 UTILITY RELOCATION-WATER									
X	Demolish Existing Water Meter	11.00	EACH	\$500.00	\$5,500.00	\$175.00	\$1,925.00	\$150.00	\$1,650.00
X	Demolish Existing Fire Hydrant Assembly	1.00	EACH	\$500.00	\$500.00	\$280.00	\$280.00	\$250.00	\$250.00
X	Abandon In Place Existing Gate Valve	4.00	EACH	\$250.00	\$1,000.00	\$175.00	\$700.00	\$150.00	\$600.00
X	8" C900 Watermain	520.00	LF	\$45.00	\$23,400.00	\$72.50	\$37,700.00	\$66.50	\$34,580.00
X	6" C900 Watermain	1400.00	LF	\$35.00	\$49,000.00	\$57.50	\$80,500.00	\$51.50	\$72,100.00
X	8" Tapping Sleeve & Valve (Include PW Tap Fee)	1.00	EACH	\$3,100.00	\$3,100.00	\$2,800.00	\$2,800.00	\$2,600.00	\$2,600.00
X	6" Tapping Sleeve & Valve (Include PW Tap Fee)	5.00	EACH	\$2,500.00	\$12,500.00	\$2,300.00	\$11,500.00	\$2,100.00	\$10,500.00
X	8" Tee	4.00	EACH	\$1,400.00	\$5,600.00	\$605.00	\$2,420.00	\$585.00	\$2,340.00
X	8" 45 EL	2.00	EACH	\$1,300.00	\$2,600.00	\$330.00	\$660.00	\$305.00	\$610.00
X	8" 90 EL	1.00	EACH	\$1,900.00	\$1,900.00	\$400.00	\$400.00	\$360.00	\$360.00
X	8"x6" Reducer	3.00	EACH	\$700.00	\$2,100.00	\$285.00	\$855.00	\$250.00	\$750.00
X	6" Tee	2.00	EACH	\$1,200.00	\$2,400.00	\$475.00	\$950.00	\$420.00	\$840.00
X	6" 45 EL	4.00	EACH	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$220.00	\$880.00
X	6" 90 EL	6.00	EACH	\$300.00	\$1,800.00	\$280.00	\$1,680.00	\$250.00	\$1,500.00
X	Fire Hydrant Assembly	3.00	EACH	\$7,000.00	\$21,000.00	\$7,200.00	\$21,600.00	\$6,550.00	\$19,650.00
X	8" Gate Valve	3.00	EACH	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,150.00	\$6,450.00
X	6" Gate Valve	6.00	EACH	\$2,000.00	\$12,000.00	\$1,875.00	\$11,250.00	\$1,650.00	\$9,900.00
X	5/8" Meter Set, From Main & Reconnect to Existing Service Line	10.00	EACH	\$2,500.00	\$25,000.00	\$1,350.00	\$13,500.00	\$1,200.00	\$12,000.00
X	Cut & Cap Existing 8" Watermain	1.00	EACH	\$1,200.00	\$1,200.00	\$3,700.00	\$3,700.00	\$3,200.00	\$3,200.00
X	Cut & Cap Existing 6" Watermain	4.00	EACH	\$1,200.00	\$4,800.00	\$3,700.00	\$14,800.00	\$3,200.00	\$12,800.00
X	8" Mechanical Joint Restraint Glands	21.00	EACH	\$100.00	\$2,100.00	\$160.00	\$3,360.00	\$130.00	\$2,730.00
X	6" Mechanical Joint Restraint Glands	55.00	EACH	\$100.00	\$5,500.00	\$110.00	\$6,050.00	\$98.00	\$5,390.00
X	Compacted Select Fill	800.00	TONS	\$28.00	\$22,400.00	\$30.00	\$24,000.00	\$27.00	\$21,600.00
Subtotal					\$214,200.00	\$248,830.00		\$223,280.00	
				Total	\$1,581,793.19	Total	\$1,878,792.30	Total	\$2,161,800.94

Affidavit of Publication

STATE OF KY }
COUNTY OF MCCrackEN } SS

Patricia Ware, being duly sworn, says:

That she is Accounting Clerk of the Paducah Sun, a daily newspaper of general circulation, printed and published in Paducah, McCracken County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 02, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Patricia Ware

Accounting Clerk

Subscribed to and sworn to me this 2nd day of April 2022.

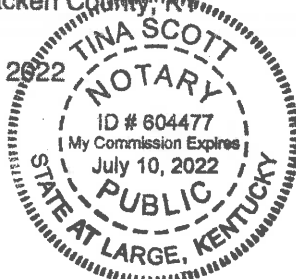
Tina Scott

Tina Scott, Notary Public, McCracken County, KY

My commission expires: July 10, 2022

00000556 70330781

CITY OF PADUCAH
PO BOX 2267
PADUCAH, KY 42002-2307



CITY OF PADUCAH, KY
ADVERTISEMENT FOR BIDS

RECEIPT OF PROPOSALS

The City of Paducah, Engineering Department will receive sealed bids for the "S. 25th STREET IMPROVEMENT PROJECT" on Wednesday, April 27, 2022, at 2:00 p.m. CDT. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. A MANDATORY PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Wednesday, April 13, 2022, at 2:00 p.m. CDT.

PROJECT DESCRIPTION

This project will consist of the reconstruction of pavement, the construction of a storm sewer system, and water line relocation along S. 25th Street from Jackson Street to Alabama Street. Also, included is the installation of sidewalks on the west side of S. 25th Street. All work will be completed in full accordance with the Specifications and Plans. This Project is funded by Kentucky Transportation Discretionary funds, as well as American Rescue Plan Act funding, and will require the Contractor and all Sub-Contractors to strictly comply with appropriate Federal, State and local laws and regulations as required.

OBTAINING CONTRACT DOCUMENTS

Copies of Plans and Specifications may be obtained at:

Paducah Blueprint & Supply Co., Inc.
999 Broadway, Paducah, Kentucky 42001
270-444-6171 or 800-423-6479
<http://www.padblueprint.com>

There is a Non-Refundable Deposit of \$100.00 required per set.

An electronic copy of the plans may be obtained upon payment as required by Paducah Blueprint.

Plans and specifications can be viewed and are on file at the following locations:

City of Paducah
Engineering Department
City Hall, 300 S 5th St
Paducah, KY 42003

AGC of Western Kentucky
2201 McCracken Blvd
Paducah, KY 42001

BID SECURITY

A satisfactory Bid Bond executed by the bidder or a certified bank cashier's check in an amount equal to five percent (5%) of the bid shall be submitted with each bid. No other forms of security will be accepted. Failure to submit a bid bond or certified bank cashier's check will result in disqualification of the bid. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed within One Hundred Eighty (180) consecutive calendar days for the Bid. Every calendar day, except as provided herein, shall be counted as a working day.

FEDERAL CONSTRUCTION REQUIREMENTS

This Project is funded by Federal Funds and will require the Contractor and all Sub-

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FEDERAL CONSTRUCTION REQUIREMENTS

This Project is funded by Federal Funds and will require the Contractor and all Sub-Contractors employed by the Contractor to strictly and fully comply with all Federal laws and regulations identified within the Specifications. Failure to comply with these provisions during the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants

for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

KYTC PREQUALIFICATION REQUIREMENTS

The Contractor and Subcontractors shall be Prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the time of Bid Opening. A copy of the Certificate of Eligibility for the Bidder and all proposed Sub-Contractors shall be included with the Bid Proposal for proof of Qualification.

PREVAILING WAGE RATES REQUIREMENTS

Davis-Bacon Federal Prevailing Rates DO NOT apply to this contract.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol-Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

No bid shall be withdrawn for a period of Sixty (60) days subsequent to opening of the bids. Bids will be awarded to the responsive and responsible bidder who submits the lowest evaluated bid price in accordance with the specifications. The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

SMALL, MINORITY AND WOMEN OWNED BUSINESSES

Small and Minority owned busi-

nesses and Women's Business Enterprises are encouraged to bid on the project. The prime contractor must take the affirmative steps outlined in 2 CFR 200.321 when awarding subcontracts.

This advertisement was paid for by the City of Paducah using taxpayer dollars in the amount of \$814.06.

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Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Repeal and Replace Chapter 108 "Telecommunications" of the Code of Ordinances - **D JORDAN**

Category: Ordinance

Staff Work By: Daron Jordan, Lindsay Parish, Michelle Smolen, Rick Murphy, Jonathan Perkins

Presentation By: Daron Jordan

Background Information: This ordinance repeals and replaces Chapter 108 "Telecommunications" of the Code of Ordinances in its entirety. Chapter 108 was originally adopted in 1998 for the purpose of establishing a policy related to telecommunications providers and services in the City of Paducah and to establish local guidelines and regulations for telecommunications providers. Since that time, there have been changes in law and advances in telecommunication services which require updates to said telecommunications ordinance.

The City of Paducah has been approached by several telecommunication companies which are interested in providing telecommunication services in Paducah and utilizing the rights-of-way in Paducah to provide said service. The City is required to publicly bid all franchises for the use of its rights-of-way. This ordinance will govern the process and requirements for bidding and entering into a franchise with interested telecommunication companies. This will be a non-exclusive franchise which allows those who are granted a franchise to construct and maintain telecommunications systems in the City rights-of-way.

A draft ordinance was sent to telecommunications stakeholders for review and stakeholder feedback was incorporated into this ordinance. This ordinance also incorporates how other comparable communities have addressed telecommunications.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Telecommunications Ordinance 2022 5-18-22

CITY OF PADUCAH
ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING
CHAPTER 108 “TELECOMMUNICATIONS”, OF THE
CODE OF ORDINANCES OF THE CITY OF PADUCAH,
KENTUCKY**

WHEREAS, the City of Paducah is aware of increased interest in providing Telecommunications Services in the City; and

WHEREAS, the City is required to publicly bid all franchises for the use of its Rights-of-way; and

WHEREAS, the City of Paducah has determined that it is in the best interest of the City to amend Chapter 108 “Telecommunications” of the *Code of Ordinances of the City of Paducah, Kentucky*, which governs telecommunications franchises, by repealing the chapter in its entirety and replacing it as stated herein;

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

SECTION A. Chapter 108 “Telecommunications” of the *Code of Ordinances of the City of Paducah, Kentucky* is hereby revoked in its entirety and replaced with the following:

Secs. 108-1—108-25. - Reserved.

Sec. 108-26. - Short title.

This article shall be known and may be cited as the “Paducah Telecommunications Systems Franchising Ordinance of 2022.”

Sec. 108-27. – Purpose.

The purpose and intent of this article is to:

- 1) Establish a local policy concerning telecommunications providers and services;
- 2) Establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of telecommunications providers and Telecommunications Services;
- 3) Promote competition in telecommunications;
- 4) Encourage the provision of advanced and competitive Telecommunications Services on the widest possible basis to the businesses, institutions and residents of the City;
- 5) Permit and manage reasonable access to the Rights-of-ways of the City for telecommunications purposes on a competitively neutral basis;

- 6) Conserve the limited physical capacity of the Rights-of-way held in public trust by the City;
- 7) Ensure that the City's current and ongoing costs of granting and regulating private access to and use of the Rights-of-way are fully paid by the Persons seeking such access and causing such costs;
- 8) Secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way;
- 9) Ensure that all telecommunications carriers providing Facilities or services within the City comply with the ordinances, rules and regulations of the City;
- 10) Ensure that the City can continue to fairly and responsibly protect the public health, safety and welfare;
- 11) Enable the City to discharge its public trust consistent with rapidly evolving Federal and State regulatory policies, industry competition and technological development.

Sec. 108-28. – Creation of Franchise.

There is hereby created a non-exclusive franchise granting to the Grantee thereof whose bid may be accepted the right to construct, erect, operate, and maintain upon, through, along, under, and over the Rights-of-way of the City of Paducah, a Telecommunications System (or a related system which is not otherwise a Cable System) embracing Equipment and apparatus necessary, essential, used or useful to and in the operation of a Telecommunications System, subject to all of the provisions of this Ordinance. This franchise does not excuse the Grantee thereof from complying with any and all applicable existing and future local laws and ordinances as may be adopted or amended in the future, and their pursuant regulations. It shall be unlawful for any Person to erect, construct, maintain, or operate a Telecommunications System in, upon, along, across, over, above, and under the Rights -of-way of the City without a valid franchise therefore.

Sec. 108-29. – Existing Legislation.

The City has already adopted legislation and regulations pertaining to, and including but not limited to, permitting, construction, Street projects, and other related activities by Grantees, Grantees, and others in its Rights-of-way. Therefore, the terms and provisions of the City of Paducah's existing ordinances and regulations, (the "Ordinances"), and as they may be amended in the future, are incorporated herein by reference, and shall apply as if fully set forth herein.

Sec. 108-30. – Definitions.

The definitions and terminology of any terms contained in this Ordinance which are not specifically defined in this section may be contained in the applicable provisions of the Ordinances (as they may be amended in the future) which are hereby incorporated herein by reference.

- (a) "Applicant" means a Person who is applying for a franchise.
- (b) "Application" shall refer to the list of documents and information set forth in Section 108-31 required from new entrants, including any written responses provided on City forms or written correspondence provided in response to City inquiries and investigations. Applications must comply with the requirements of this Ordinance in its entirety.

- (c) "Board of Commissioners" or "City Commission" means the Board of Commissioners of the City of Paducah.
- (d) "Cable Service" shall have the meaning in this Ordinance as it is defined in Section 602(6) of the Communications Act of 1934, as amended as it may be amended (hereinafter cited as 47 U.S.C. § 522(6)).
- (e) "Cable System" shall have the meaning in this Ordinance as it is defined in Section 602(7) of the Communications Act of 1934, as it may be amended (47 U.S.C. § 522(7)).
- (f) "City" means City of Paducah, Kentucky, its elected and appointed officials, employees, agents, boards, authorities, commissions, consultants, assigns, volunteers and successors in interest.
- (g) "Communications Act" means the Communications Act of 1934, as amended from time to time (47 U.S.C. § 151 et seq.).
- (h) "Customer" means a Person located within the territorial limits of the City who is legally receiving Telecommunications Service from the Grantee.
- (i) "Equipment and apparatus" means any manholes, underground conduits, ducts, nodes, electronic devices, Poles, Towers, Support structures , cables, boxes, wires, fixtures, conductors, or other Facilities necessary, essential, used or useful to and operated by the Telecommunications System.
- (j) "Facility" or "Facilities" means any tangible component of Grantee's Telecommunication System.
- (k) "FCC" means the Federal Communications Commission, or its lawful successor.
- (l) "Franchise Fee" means for the purposes of this Ordinance any fee that may be imposed by the City on Grantee as compensation for Grantee's use of Rights-of-way. Use of this definition in this Ordinance is without prejudice to any rights Grantee or the City may have under Federal and Kentucky law as they may be amended.
- (m) "Grantee" means a Person to which a franchise under this Ordinance is granted by the Board of Commissioners, or its successors and assigns.
- (n) "Gross Revenues" means after adjustment for the net write-off of uncollectible accounts, any and all revenues derived by Franchisee within the City of Paducah from Franchisee's Telecommunications System, including, but not limited to: revenues from the sale of and use of Telecommunications Services originating or terminating in the City of Paducah; revenues charged to or attributable to a circuit location in the City of Paducah, regardless of where the circuit is billed or paid; revenues from the use, rental, or lease of Franchisee's operating Facilities within the City of Paducah, revenues from the provision of any and all products, services, or charges (including installation, maintenance and service charges) and revenues from any leases or Indefeasible Right of Use interests ("IRU") of any portion of Franchisee's Telecommunications System within the City of Paducah. "IRU" or "Indefeasible Right of Use" means any form of acquired capital interest in Franchisee's Telecommunications System in which the holder possesses a right to use the Telecommunications System but not the right to control, maintain, construct or revise the Telecommunications System.
- (o) "Material Alteration" means an alternation that palpably or perceptively varies or changes the form, shape, elements, or specifications of a Facility in such a manner as to appreciably affect or influence its function, use, or appearance.
- (p) "Minimum Annual Franchise Fee" means fifteen thousand dollars (\$15,000) in the first year of the Grantee's franchise and shall increase by one thousand dollars (\$1,000.00) annually.
- (q) "PSC" means the Kentucky Public Service Commission or its lawful successor.

- (r) "Person" is any person, firm, partnership, association, corporation, company, governmental entity (with the exception of the City) or organization of any kind. The City shall not be included in the definition of Person.
- (s) "Pole" means a utility, lighting, or similar Pole made of wood, concrete, metal, or other material, located or to be located within the Rights-of-way. The term does not include a Tower or Support structure.
- (t) "Road" or "Street" or "Rights-of-way" shall mean the surface of and the space above and below any public road, street, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the City for the purpose of public travel and shall include other rights-of-way as shall be now held or hereafter held by the City which shall, within their proper use and meaning entitle the City and its Grantees to the use thereof for the purposes of installing or transmitting Telecommunication System transmissions over Poles, Towers, or Support structures, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Telecommunication System.
- (u) "Shall" or "shall" is mandatory, not merely directive.
- (v) "Small wireless facilities" are Wireless facilities that meet each of the following conditions:
 - (1) The Facilities are mounted on Poles, Towers, or Support structures fifty-five (55) feet or less in height including their antennas;
 - (2) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume;
 - (3) All other Wireless equipment associated with the structure, including the Wireless equipment associated with the antenna and any associated equipment on the structure, including collations, is no more than fifteen (15) cubic feet in volume, cumulatively. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services;
 - (4) The Facilities do not require antenna structure registration under federal law;
 - (5) The Facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards provided in federal law; and
 - (6) Small wireless facilities do not include Poles, Towers, or Support structures.
- (w) "Support structure" means a structure in the Rights-of-way other than a Pole or a Tower to which a Wireless facility is attached at the time of the application for an Installation permit
- (x) "Telecommunications Service" means any service provided for consideration for the purpose of provision, transmission, conveyance, or routing of information including, but not limited to, voice, video, images data, or any other information signals without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself and whether or not the transmission medium is wireline. As used in this definition, the word "video" does not pertain to Cable Service. By way of example, and not limitation, Telecommunications Service includes, but is not limited to the following:
 - 1. telecommunications service (as defined by 47 USC §153(53) (as such term is now, or may in the future be, defined under federal law));

2. telephone exchange service (as defined by 47 USC §153(54) (as such term is now, or may in the future be, defined under federal law);
 3. exchange access (as defined by 47 USC §153 (20) (as such term is now, or may in the future be, defined under federal law);
 4. mobile service (as defined by 47 USC §153(33) (as such term is now, or may in the future be, defined under federal law);
 5. advanced communications services (as defined by 47 USC §153(1) (as such term is now, or may in the future be, defined under federal law);
 6. long distance, inter-exchange and inter-LATA services, which may include MTS, WATS, 800, operator services, directory assistance and travel card services;
 7. private line point to point service for end users of voice and data transmission; non-entertainment video, videoconferencing, or point to point private line service; and
 8. any other intrastate or interstate telecommunication services which the PSC or the FCC has authorized, or services provided by radio common carrier.
- (y) "Telecommunications System" means all fiber optics, wires, cables, ducts, conduits, vaults, Poles, Towers, Support structures , anchors, nodes, antennas, cabinets, fixtures, transformers, Equipment and apparatus and apparatus and other necessary Facilities owned or used by Grantee for the purpose of providing Telecommunications Service and located in, above or below the Streets.
- (z) "Tower" means any structure in the Rights-of-way built for the sole or primary purpose of supporting a Wireless facility. A Tower does not include a Pole or a Support structure.
- (aa) "Transfer" means any sale, lease, mortgage, assignment, merger or other form of transfer of the Grantee, or of the rights and privileges granted or authorized by this Ordinance or any franchise granted pursuant to this ordinance.
- (bb) "Wireless facility" means a Telecommunications System that enables Wireless services but does not include: (i) the Support structure, Tower, or Pole on, under, or within which the equipment is located or collocated; or (ii) coaxial, fiber-optic or other cabling that is between Telecommunications System or Poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna. A Small wireless facility is one (1) example of a Wireless facility.
- (cc) "Wireless services" means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

Sec. 108-31. Applications.

- (a) Applications shall be accompanied by a non-refundable Application fee of five thousand dollars (\$5,000.00) payable to the City. Said Application fee shall not be considered Franchise Fee payments.
- (b) The City reserves the right to reject any and all Applications that fail to comply with the Application requirements of this Ordinance, and waive informalities, and/or technicalities where the best interest of the City may be served.
- (c) All questions regarding the meaning or intent of the Ordinance or Application documents shall be submitted to the City in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the City as having received the Application documents. The City reserves the right to make extensions of time for receiving

Applications as it deems necessary. Only replies to questions by written addenda will be binding. All Applications must contain an acknowledgment of receipt of all addenda.

- (d) Applications must be submitted at the time and place indicated in the Application documents. Applications may be modified at any time prior to the opening of the Applications, provided that any modifications must be duly executed in the manner that the Applicant's Application must be executed.
- (e) Before submitting its Application, each Applicant must (i) examine the Ordinance and the Application documents thoroughly, (ii) familiarize itself with local conditions that may in any manner affect performance under this Ordinance, and (iii) familiarize itself with federal, state and local laws, Ordinances, rules and regulations affecting performance under the franchise.
- (f) The City may make such investigations as it deems necessary to determine the ability of the Applicant to perform under the franchise, and the Applicant shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Application if the evidence submitted by, or investigation of, such Applicant fails to satisfy the City that such Applicant is properly qualified to carry out the obligations of the franchise and to complete the work contemplated therein. Conditional Applications will not be accepted.
- (g) All Applications received by the City from the Applicants will become the sole property of the City. Applicants shall submit all requested information as provided by the terms of this Ordinance. The following information must be complete and verified as true by the Applicant:

1. *Name and address of Applicant.* The Applicant's name, address, e-mail address and telephone and facsimile numbers; date of Application and signature of Applicant or appropriate corporate officer(s); the name, address and e-mail address, and telephone and facsimile numbers of a local representative who shall be available at all times; and information regarding how to contact the local representative in an emergency.
2. *Description of proposed Telecommunications System.* A description of the Applicant's proposed Telecommunications System design.
3. *Services.* A statement setting forth a description of all the types of Telecommunications Services proposed.
4. *Applicant organization.* The Applicant shall be a corporation or limited liability company authorized to do business in the Commonwealth of Kentucky, as certified by the Secretary of State. Applicant must fully disclose the ownership of the Facilities to be used in rendering the Telecommunications Service.
5. *Technical description.* Applicant shall provide a technical description of the type of Telecommunication System proposed by the Applicant and Applicant's plan for the installation of the Telecommunications System. Telecommunications System designs are to be submitted in bullet format detailing equipment start point, routes and end point location accompanied by network routing maps(s). The following information shall be included:
 - (a) If the Applicant is proposing an underground installation in existing ducts or conduits within the Rights-of-way, information

in sufficient detail to identify the location of the existing ducts or conduits to be occupied.

- (b) If Applicant is proposing an underground installation within new ducts or conduits to be constructed within the Rights-of-way, the location, depth, size and quantity of proposed new ducts or conduits;

- (c) A preliminary installation schedule and completion date.

6. *Engineering statement.* A statement from the Applicant's senior technical staff member, or consultant, advising that the Applicant's planned Telecommunications System and operations thereof would meet all the requirements set forth herein.

7. *Additional requirements.*

- (a) Supplementary, additional or other information that the Applicant deems reasonable for consideration may be submitted at the same time as its Application but must be separately bound. The City may, at its discretion, consider such additional information as part of the Application.
- (b) A copy of the Applicant's certificate of authority from the PSC where the Applicant is lawfully required to have such certificate from the PSC.
- (c) A copy of all insurance policies or certificates required under this Ordinance.
- (d) A statement signed by the Applicant that the Applicant agrees to be bound by all provisions of this Ordinance and its franchise and agrees to obtain all applicable permits and authorizations prior to constructing, installing, or operating a Telecommunications System in the Rights-of-way.
- (e) A statement signed by the Applicant that the Applicant is registered as a member of Kentucky 811 (commonly referred to as "Call Before You Dig") and Applicant that agrees to contact Kentucky 811 before performing any excavation in the City.
- (h) The information provided by Applicant shall be certified as true and correct and Applicant shall be responsible to certify to the City any material changes to the information provided in the completed Application during the term of any franchise.
- (i) The City reserves the right to require such supplementary, additional or other information that it deems reasonably necessary for its determinations.
- (j) The City reserves the right to waive all formalities and/ or technicalities where the best interest of the City may be served.

Any work involving a Material Alteration of any portion of the (a) Telecommunications System or Facilities or (b) the Rights-of-way itself, such as any significant excavation or deviation thereof, must be approved in advance by: (1) a licensed structural engineer at Grantee's sole cost and expense if applicable and (2) all City departments.

Sec. 108-32. - Rights Under Franchise.

- (a) The Grantee shall have the non-exclusive right and privilege of constructing, erecting, operating, and maintaining a Telecommunications System upon, through, along, under

and over the Rights-of-way within the City of Paducah as they now exist or may hereafter be extended; subject to the provisions hereof and to all powers (including police power) inherent in, conferred upon or reserved to the City, including but not limited to those contained in the Ordinances. The City reserves the right to grant similar franchises to more than one Grantee.

- (b) This Ordinance does not give the Grantee the right nor the privilege of attaching its Telecommunications System to any buildings, Poles, Towers, or Support structures, streetlights, Equipment and apparatus, or other facilities owned by the City. Additionally, this Ordinance does not give the Grantee the right nor the privilege of constructing, erecting, operating and maintaining a Telecommunications System upon, through, along, under and over real property over the City (other than Rights-of-way.) If Grantee desires to attach its Telecommunications System to any buildings, Poles, Towers, or Support structures, street lights, Equipment and apparatus, or other facilities owned by the City or construct, erect, operate and maintain a Telecommunications System upon, through, along, under and over real property owned by the City (other than Rights-of-way), the Grantee shall be required to enter into separate agreements with the City.
- (c) This Ordinance does not include the right or privilege to provide Cable Service or open video system (as defined by 47 CFR 76.1500 (a)), which shall be subject to separate franchising requirements in accordance with Chapter 22 of the City of Paducah Code of Ordinances and also does not apply to (1) private communications system services provided without using the Rights-of-way; (2) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (3) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act of 1996.
- (d) References to Grantee's Poles, Towers, or Support structures throughout this Ordinance shall not be construed as permission to install Grantee's Poles, Towers, or Support structures in the Rights-of-way absent the issuance of a permit or approval by the City.

Sec. 108-33. – Standards.

The Grantee shall conform to all standards or requirements in federal, state, and local law or regulation in the operation of its Telecommunications System pursuant to this Ordinance. In addition to complying with all applicable law and regulations in state, federal, and local law, the Grantee shall ensure:

- (a) All working Facilities and conditions used during construction, installation and maintenance of Facilities (including clearance of wires and cables above the Rights-of-way and placement of any underground facilities) shall comply with the standards of the Occupational Safety and Health Administration, the National Electric Safety Code, and the National Electric Code.
- (b) All materials and Equipment and apparatus used or installed in construction shall be of first-class quality, and any defect in the work, materials or Equipment and apparatus, whether latent or patent, will be remedied by the Grantee at its cost;
- (c) Construction, reconstruction, maintenance, or removal of any Facilities shall be performed with due regard for the rights of the City and others, and shall not unnecessarily interfere with, or in any way injure the property of the City or others under,

on, or above the ground, or otherwise unduly interfere with the public use of the Rights-of-way;

- (d) Placement of lights, danger signals or warning signs shall be undertaken by the Grantee in compliance with applicable law;
- (e) Facilities shall be installed underground at any location where all other utilities' Facilities that are used to provide customer service are then being installed underground, or when otherwise required under the Ordinances, and shall be in conformance with the applicable requirements of this Ordinance and those set forth in the Code, the Zoning Ordinance, or any other applicable local law or regulation. The Grantee assumes all responsibility for damage or injury resulting from its placement or maintenance of any above-ground Facilities;
- (f) With respect to any Facilities and Equipment and apparatus of Grantee that are or have been installed aboveground in the Rights-of-way, Grantee may be required subsequently, in order to protect public safety, to bury those facilities which are capable of being placed underground at its expense subject to the provisions of this Ordinance and/or City ordinances, rules and regulations. Once Grantee is permitted to install its Facilities aboveground, the City may require Grantee to bury its Facilities in conformance with City ordinances, rules or regulations only on the condition that all utilities in the Rights-of-way are also required to bury their Facilities. The Grantee may contract and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular Facility are borne fairly and proportionately by all utilities involved in the underground project.
- (g) Grantee shall identify all of its Facilities, new and existing, by tagging or marking its Facilities with the Grantee's name and telephone number. Additionally, Grantee shall provide the City annually with an electronic map (compatible with the City's GIS System) which contains the location of all of its Facilities;
- (h) The City, through its City Manager or his or her designee, or through such assistants as the City may employ or designate, may, at all times and under reasonable conditions with prior notice, have reasonable access to all or any of the property or used in part or in whole by the Grantee in its operating and maintaining the Telecommunications System under this Ordinance and located within the Rights-of-way;
- (i) The Grantee shall provide the City and/ or its Board of Commissioners with information pertaining to its provision of Telecommunications Services pursuant to this Ordinance upon reasonable request. This shall include, but is not necessarily limited to, attending public meeting(s) at which some or all of the Board of Commissioners members are in attendance (in order to provide such information upon reasonable advance notice) and providing an annual update to the Board of Commissioners upon its request;
- (j) Facilities of the Telecommunications System shall be concealed or enclosed as much as possible in a box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off Poles, Towers, or Support structure shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible. All such Equipment and apparatus, boxes, cabinets and units shall be painted and maintained to prevent any deterioration, degradation or rusting of such Equipment and apparatus, boxes, cabinets and units. Failure of Grantee to comply with this section, after a thirty (30) day right-to-cure period, shall constitute an event of default;

- (k) As soon as practical, but not later than five (5) days from the date Grantee receives notice thereof, Grantee shall remove all graffiti on any of its Telecommunications System, Facilities, Poles, Towers, or Support structures and related Equipment and apparatus located in the Rights-of-way. In the event Grantee does not remove the graffiti within the time period specified in this section or should the City deem any graffiti to be overtly offensive or obscene and reasonable discretion dictates its immediate removal, then the City may remove or cause the graffiti to be removed promptly at the reasonable cost and expense of Grantee. Grantee shall reimburse the City within thirty (30) days of billing by the City accompanied by an itemized statement of the City's reasonable costs. Any removal of graffiti effected by painting over the graffiti shall be done with the same color and type of paint as is on the Telecommunications System, Facilities, Poles, Towers, or Support structures or related Equipment and apparatus. The foregoing shall not relieve Grantee from complying with any City graffiti or visual blight ordinance or regulation.
- (l) If at any time the City or other agency or authority of competent jurisdiction determines that any work being done in the Rights-of-way by Grantee or its contractors presents a danger to the public health, safety or welfare, the City may require Grantee to cease and desist all work until Grantee and/or its contractors, at its or their own expense, take the necessary corrective action. Should the City have to correct any condition, the City shall bill the Grantee for the actual cost of such correction and the Grantee shall promptly reimburse the City for its actual costs. If the Grantee fails to promptly reimburse the City, the City may take whatever actions necessary to enforce this Ordinance or Grantee's Franchise awarded pursuant to this Ordinance, including revoking Grantee's Franchise.
- (m) Grantee shall not allow or install power generators or back-up generators in the Rights-of-way without the express written consent of the City.
- (n) In order to minimize Street cuts, excavation and additional Poles, Towers, or Support structures in the Rights-of-way, while preserving the rights of Grantee and other Grantees to provide Telecommunications Services or other services, prior to applying for an encroachment permit to construct or install, or perform work on, the Telecommunications System Facilities, Poles, Towers, or Support structures, or other Equipment and apparatus in the Rights-of-way, Grantee shall seek to use an existing Poles, Towers, Support structures, conduit, duct, conduit system or other Facility where available in the Rights-of-way. If there is an existing Pole, Tower, or Support structure or other arial option available for Grantee's use, the use of which will not require excavation of the Rights-of-way, the Grantee shall be required to utilize such Poles, Towers, or Support structures. The Grantee shall secure and place on file with the City Clerk an agreement with each utility within the City currently owning such Poles, Towers, Support structures, conduits, and/or other Facilities that are to be used by the Grantee. If an existing Poles, Towers, Support structures, conduit, duct, pipe or other Facilities are unavailable to accommodate the proposed installation or the conditions required by other Grantees owning the Poles, Towers, Support structures, conduit system, conduit, duct, pipe and/or other Facilities that Grantee seeks to use are commercially unreasonable, Grantee shall indicate the reason(s) as part of its encroachment permit and the City may consider the reasons given in its evaluation of issuance of the permit.
- (o) It is the policy of the City to encourage shared use of Poles, Towers, Support structures, conduit, conduit system, duct and or pipe by Grantees whenever practicable or feasible.

Accordingly, Grantee shall make available and grant permission to other Grantees of the Rights-of-way the right to utilize Grantee's Poles, Towers, Support structures, conduit, conduit system, duct, and or pipe; provided, however, that such utilization, attachment or location is practicable or feasible and provided, the other Person enters Grantee's standard agreement, the terms and pricing provisions of which shall be in accordance with Federal and State laws and regulations.

- (p) The City may require Grantee to relocate its Telecommunications System, Facilities, Poles, Towers, Support structures and related Equipment and apparatus at the expense of Grantee: (i) in order to allow the City to make any public use of or improvements to the Rights-of-way; (ii) as made necessary due to a change in grade or other change in the Rights-of-way made by the City; (iii) as a result of traffic conditions or public safety or the widening or reconfiguring Streets, highways or lanes; (iv) as a result of the construction or installation of any public structure or public improvement by the City, the State or other public agency or district; or (v) in connection with any decision or action by the City to abandon or vacate Rights-of-way. Nothing in this Ordinance or the Franchise granted pursuant hereto shall abrogate the right of the City, or any governmental authority, to perform or carry out any public works or public improvements of any description, provided that the City shall comply with the provisions of the Telecommunications Act. The City shall not be liable for lost revenues sustained by Grantee, however caused, because of damage to, modification, alteration, or destruction of Grantee's Facilities in the Rights-of-way or from the construction, installation, operation, and/ or maintenance of City facilities, structures and/or the Rights-of-way.

1. The City shall provide thirty (30) days' prior written notice of the necessary relocation. Grantee shall have no more than ninety (90) days to complete the relocation.
2. If Grantee fails to complete the work within the time allotted by the City, the City or other public agency or district may perform the work at the expense of Grantee.
3. In the event Grantee refuses or neglects to alter or relocate its Telecommunications System, Facilities, Poles, Towers, Support structures or related Equipment and apparatus in a timely fashion, the City or other public agency shall have the right to break through, remove, alter or relocate such Facilities, Equipment and apparatus, Poles, Towers, or Support structures as necessary without any damages or liability owing to Grantee, and Grantee shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation. Grantee shall pay to the City, within thirty (30) days of billing accompanied by an itemized statement, the actual costs incurred by the City in connection with its relocation, removal and/or alteration of Grantee's Telecommunications System, Facilities, Poles, Towers, Support structures and/or related Equipment and apparatus.
4. In cases of emergency, the City shall notify Grantee promptly upon learning of the emergency and the City may take necessary action to remediate the emergency situation, exercising reasonable efforts to avoid an interruption of Grantee's service. In cases of emergency, the City may cut, remove, or relocate the Grantee's Telecommunications System, Facilities, Poles, Towers, Support structures, and related Equipment and apparatus immediately at Grantee's expense without notice to Grantee, provided that the City shall undertake efforts

to notify Grantee as soon as practicable after any remediation is complete. Grantee shall bear all costs of reinstallation, repair or other costs arising out of the emergency cutting, removal or relocation. All costs incurred by the City in cutting, removing or relocating such Facilities, Poles, Towers, or Support structures, and Equipment and apparatus shall be paid by Grantee within thirty (30) days of billing accompanied by an itemized statement by the City.

Sec. 108-34. – Permits and Tree Trimming.

- (a) The Grantee shall, at the request of any Person, temporarily raise or lower its wires to permit the moving of buildings or other structures. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than five (5) days advance notice to arrange for such temporary wire changes.
- (b) The Grantee shall have the authority to trim trees upon the overhanging Rights-of-way so as to prevent the branches of such trees from coming in contact with the wires or cables of the Grantee. Any trimming, removal or other disturbance of trees shall conform to all applicable laws or regulations including, but not limited to, Chapter 118 of the Paducah Code of Ordinances as it may be amended in the future. and customary industry practices.

Sec. 108-35. – Indemnification.

The Grantee shall indemnify, hold harmless, and defend the City from any and all losses or claims of whatever kind to the extent that they arise from or are alleged to have arisen, directly or indirectly from the execution, performance or breach of this franchise by Grantee, its employees, agents, servants, owners, principals, lessees, contractors and subcontractors, excluding negligence and misconduct on the part of the City. This indemnity shall in no way be limited by any financial responsibility, insurance, or loss control requirements below and shall survive to the extent permitted by the applicable statute of limitations.

For purposes of this indemnity provision:

- 1) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Grantee's expense, using an attorney selected by the Grantee and approved in writing by the City which approval shall not be unreasonably withheld.
- 2) The word "claims" includes, but is not limited to, claims, demands, liens, suits, and other causes of action of whatever kind.
- 3) The word "losses" includes, but is not limited to: attorneys' fees and expenses; costs of litigation; court or administrative agency costs; judgments; fines; penalties; interest, all environmental cleanup and redemption costs of whatever kind; and any liability arising from death, injury or damage of any kind to any Person, including employees and agents of Grantee, its servants, owners, principals, licensees, vendees, lessees, contractors and subcontractors or the City, and damage to or destruction of any property, including the property of the City.

Sec. 108-36. – Insurance and Bond.

(a) Insurance.

- 1) The Grantee shall procure and maintain for the duration of the franchise the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by the Grantee:
 - i. Commercial General Liability Insurance as follows:
 - a. Bodily Injury with limits of not less than \$5,000,000.00 per person and \$10,000,000.00 per occurrence
 - b. Property damage with limits of not less than \$5,000,000.00 per occurrence, \$10,000,000.00 in the aggregate
 - c. Products-Completed Operations coverage;
 - d. Personal and Advertising Injury coverage;
 - e. Explosion, collapse & underground coverage;
 - f. Grantee's Commercial General Liability insurance policy will list as additional insureds, "the City of Paducah, its elected and appointed officials, employees, volunteers and consultants for their vicarious liability from the negligent acts or omissions of Grantee.
 - g. Additionally, such insurance shall contain endorsement that Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be in excess of the Grantee's insurance and shall not contribute to it.
 - ii. Comprehensive Automobile Liability Insurance providing limits of not less than \$3,000,000.00 per person/\$5,000,000.00 per occurrence for bodily injury, and property damage not less than \$3,000,000.00 per occurrence.
 - iii. Workers' Compensation Insurance as required by the Kentucky Revised Statutes and Employers Liability Coverage equal to \$1,000,000.00 with endorsement that insurer shall agree to waive all rights of subrogation against the City for losses arising from work performed by the Grantee for the City; and
- 2) The Grantee shall abide by all local, state, and federal insurance regulations.
- 3) Insurance is to be placed with insurers qualified to do business in the Commonwealth of Kentucky;
- 4) Grantee shall furnish the City with Certificates of Insurance reflecting the above coverages, and Grantee shall provide to the City the following:
 - i. Signed renewal Certificates for expiring policies; and
 - ii. New Certificates of Insurance if policies or carriers change during the term of this franchise, showing compliance with the above requirements.
- 5) The City may review, audit, and inspect any and all of Grantee's relevant records and operations to ensure compliance with these Insurance requirements.
- 6) Grantee shall to adhere to and comply with all Federal, State and Local safety and environmental laws, regulations and Ordinances. The Grantee shall provide all

safeguards, safety devices and protective Equipment and apparatus necessary to protect the life, health, safety and property of all persons on the job site, the public and the owner as required by applicable Federal, State and local law.

7) The insurance required herein shall not be suspended, voided, canceled by the Grantee, reduced in coverage or in limits, except upon thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

8) If Grantee fails to comply with any of these insurance, safety or loss control provisions within ten (10) business days after notice from the City, then the Grantee shall be in noncompliance which noncompliance shall constitute a default under this Ordinance. The City may elect, at its option, any single remedy or any combination of remedies, as available, including but not limited to, purchasing insurance and charging Grantee for any such insurance premiums purchased, or terminating the Grantee's franchise. The date of default shall relate back to the date of breach, without regard to the date on which notice of such breach is provided by the City.

(b) Performance Bond.

Upon the effective date of the franchise agreement requiring Telecommunications System construction, the Grantee shall furnish proof of the posting of a faithful performance bond running to the City, with good and sufficient surety approved by the City, in a sum equal to the lesser of (a) one-fourth (1/ 4) of the fair estimated cost of the Telecommunications System to be erected. or (b) one hundred thousand dollars (\$100,000.00) Said bond shall be enforceable in case the Grantee should fail, within one hundred eighty (180) days, to establish and begin rendering the Telecommunications Service in the manner set forth in this Ordinance. Any bond required by this Ordinance shall be AAA rated.

Upon completion of any Telecommunication System construction/upgrade the bond shall be reduced to fifty thousand dollars (\$50,000.00). The bond shall be conditioned that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this Ordinance and the franchise agreement, and that, in the case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and the surety, jointly and severally, thereof by the City for all damages resulting from the failure of the Grantee to well and truly observe and perform any provisions of this Ordinance or the franchise agreement. The aforesaid bond shall be maintained by the Grantee throughout the term of the franchise and written evidence of the payment of the required payments shall be filed and maintained with the office of the City Engineer.

Sec. 108-37. – Non-discrimination and Affirmative Action.

The Grantee shall comply with all applicable federal, state or local nondiscrimination and affirmative action requirements of any laws, regulations and executive directives, and shall not discriminate in its employment practices against any employee or applicant for employment because of race, color, religion, national origin, sex, age or disability.

Sec. 108-38. – Transfer of Control and General Rate Cases.

- (a) In the event that the Grantee files for a Transfer of the Grantee, or a general rate case with the PSC, it will furnish the City Manager or his or her designee with timely notice of such filing. In the event the City should choose to intervene in such PSC action, the Grantee shall not oppose such intervention.
- (b) No Transfer shall take place, whether by forced or voluntary sale, lease, mortgage, assignment, encumbrance or any other form of disposition, without prior notice to and approval by the City which shall not be unreasonably refused, withheld, or delayed. The notice shall include full identifying particulars of the proposed transaction, and the Board of Commissioners shall act by resolution. The City shall have one hundred twenty (120) days within which to approve or disapprove a Transfer if no action is taken within such one hundred twenty (120) days; approval shall be deemed to have been given.
- (c) Subsection (b) above is not intended to apply to assignments to a parent, subsidiary or affiliate of the Grantee,
- (d) In making a determination on whether to grant an application for a Transfer, the City may consider the financial, technical and other qualifications of the transferee (assignee) to operate the Telecommunication System; whether the incumbent Grantee is in compliance with this Ordinance and, if not, the proposed transferee's (assignee's) commitment to cure such noncompliance and any other criteria allowed by applicable law.
- (e) The consent or approval of the City to any Transfer of the Grantee shall not constitute a waiver or release of the rights of the City in and to the Streets.
- (f) The Person to whom the Franchise is transferred ("Transferee") shall complete a Transfer application in a form required by City and pay a five thousand dollars (\$5,000.00) application fee, providing the following information:
 - i. Address and telephone number of local office of Transferee, if any;
 - ii. Method to contact Transferee on a 24-hour basis in case of emergency with respect to its Telecommunications System, Facilities, poles, and Equipment and apparatus;
 - iii. The articles of incorporation or organization of Transferee, the state in which Transferee was formed, and whether Transferee is in good standing in that state;
 - iv. Whether Transferee is qualified to do business in the Commonwealth of Kentucky;
 - v. The name, address and telephone number of Transferee's agent for service of process in Kentucky;
 - vi. A statement signed by an officer of Transferee certifying that Transferee has obtained authorization from the PSC to provide Telecommunications Services in Kentucky, and a copy of the document constituting that authorization. If no approval is required by the PSC, the Transferee shall identify the statute or regulation exempting Transferee from the necessity to obtain approval;
 - vii. An agreement signed by Transferee and Grantee stating that Transferee:
 - (a) has read this Ordinance, (b) will comply with all its terms and

conditions, and (c) has accepted and assumed all obligations and liabilities arising under this Ordinance and/or franchise agreement.

- (g) Should Grantee attempt to affect a Transfer of its Franchise without fully complying with this Section, or should Transferee fail to comply with the requirements of this Section, such assignment or Transfer shall be invalid, unless ratified by the City. The Transferee shall be liable for all costs incurred by the City with regard to the Transfer of the Franchise, including attorneys' fees, and shall reimburse City within thirty (30) days of billing accompanied by an itemized statement.
- (h) Notwithstanding a Transfer of a Franchise to the Transferee, Grantee shall remain liable and obligated for any debts or obligations incurred to the City by Grantee prior to the date of the Transfer.

Sec. 108-39. – Duration of Franchise.

- (a) The franchise hereby created shall be for a period of ten (10) years from the date of acceptance by the Board of Commissioners.
- (b) The franchise created by this Ordinance creates no vested rights in the Grantee other than those provided by this Ordinance or at law, and any installation or placement of Facilities by the Grantee in the Rights-of-way is at the Grantee's risk.

Sec. 108-40. – Penalties.

- (a) If, after the Grantee is provided the opportunity to appear and present evidence before the Board of Commissioners, the Board of Commissioners finds that the Grantee has violated any of the following provisions of this Ordinance, the following penalties shall be recoverable. The decision of the Board of Commissioners shall be the final administrative decision and shall be in writing and provide the basis for the decision. The decision may be appealed to a court of competent jurisdiction.
 - 1) For failure to complete or remove any construction project by no later than the ending term of any franchise awarded pursuant to this Ordinance or any extension thereof, the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues;
 - 2) For failure to provide data and reports requested by the City and as required by this Ordinance the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues.
 - 3) For failure to pay a permit fee or Franchise Fee when due pursuant to local law, the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues.
- (b) If the Grantee fails to comply within thirty (30) days of any Board of Commissioners resolution directing compliance with any other provisions of this Ordinance, the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues. The decision of the Board of Commissioners may be appealed to a court of competent jurisdiction.
- (c) The Grantee shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of the City, upon any one or more occasions, to insist

upon the Grantee's performance or to seek the Grantee's compliance with any one or more of such terms or conditions. Payment of penalties shall not excuse non-performance under this Ordinance. The right of the City to seek and collect penalties as set forth in this section is in addition to its right to terminate and cancel as set forth in Section 108-42 of this Ordinance.

Sec. 108-41. – Maintenance of Telecommunication System.

The Grantee shall maintain its Telecommunication System in reasonable operating condition at all normal times during the term of its Franchise. An exception to this is automatically in effect when Telecommunications Service furnished by the Grantee is interrupted, impaired or prevented by fires, strikes, riots or other occurrences beyond the control of the Grantee, or by storms, floods or other casualties, in any of which events the Grantee shall do all things reasonably within its power to restore normal Telecommunications Service within a reasonable period of time.

Sec. 108-42. – Right to Terminate and Cancel the Franchise.

- (a) In addition to all other rights and powers pertaining to the City by virtue of this Ordinance or otherwise, the City, by and through its Board of Commissioners, reserves the right to terminate and cancel the franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:
 - 1) Willfully violates any provision of this Ordinance, the franchise or any material rule, order, or determination of the City made pursuant to the franchise, except where such violation is without fault or through excusable neglect or due to a force majeure act;
 - 2) Willfully attempts to evade any provision of this Ordinance or the franchise or practices any fraud or deceit upon the City;
 - 3) Fails to begin or complete construction as provided under this Ordinance or the franchise;
 - 4) Knowingly makes a material misrepresentation of any fact in the Application, proposal for renewal, or negotiation of the franchise; or
 - 5) In the event of entry of a final and non-appealable order by the PSC which revokes any authority of the Grantee to provide Telecommunications Service in the City of Paducah, Kentucky.
- (b) The City may make a written demand that the Grantee do or comply with any such provision, rule, order or determination. The Grantee will be provided the opportunity to appear and present evidence before the City Manager or his or her designee, whose decision shall be the final administrative decision, and shall be in writing and provide the basis for the decision. If the violation by the Grantee continues for a period of thirty (30) days following such a decision by the City Manager or his or her designee without written proof that the corrective action has been taken or is being actively and expeditiously pursued by the Grantee, the City may place its request for termination of the franchise as early as the next regular Board of Commissioners meeting agenda. The City shall cause to be served upon Grantee, at least ten (10) days prior to the date of such

Board of Commissioners meeting, a written notice of intent to request such termination and the time and place of the meeting and shall publicly notice the same.

- 1) It shall be a defense to any attempt to terminate and cancel the franchise that the Grantee was relying on federal law, state law, or a valid tariff in acting or not acting on the issue in dispute.
- 2) The Board of Commissioners shall consider the request of the City and shall hear any Person interested therein, and shall determine in its discretion, whether or not any violation by the Grantee was with just cause.
- 3) If such violation by the Grantee is found to have been with just cause, the Board of Commissioners shall direct the Grantee to comply therewith within such time and manner and upon such terms and conditions as are just and reasonable within the City's lawful authority.
- 4) If the Board of Commissioners determines such violation by the Grantee was without just cause, then the Board of Commissioners may, by resolution, declare that the franchise of the Grantee shall be terminated and forfeited unless there is compliance by the Grantee within such reasonable period as the Board of Commissioners may fix. Any such determination by the Board of Commissioners is a final appealable action to a court of competent jurisdiction.

Sec. 108-43. – Foreclosure or other Judicial Sale.

The Grantee shall provide the City, in the form and manner required by the appropriate court or judicial body, at least thirty (30) days advance written notice, if at all possible, of the foreclosure or other judicial sale of all or a substantial part of the Grantee's Facilities within the City of Paducah, or upon the termination of any lease covering all or a substantial part of its Facilities, and such notification shall be treated as a notification that a Transfer or assignment of the franchise has taken place.

Sec. 108-44. – City's Rights after the Appointment of a Receiver or Trustee.

The Board of Commissioners shall have the right to cancel a Grantee's franchise thirty (30) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

- (a) Within thirty (30) days after his election of appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,
- (b) Such receiver or trustee, within said thirty (30) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the franchise granted to the Grantee.

Sec. 108-45. – Advertising for Bids.

It shall be the duty of the City Manager or his designee to offer the terms of this Ordinance to the public. In the event that additional interested bidders are identified or express an interest in obtaining a franchise after this initial offering, the additional offering and advertisement to accommodate such bidders is hereby authorized. Said franchise and privilege shall be sold to the highest and best bidder or bidders at a time and place fixed by the City Manager or his or her designee after due notice thereof by advertisement or publication as required by law.

Sec. 108-46. – Bid Process.

- (a) Bids and proposals for the purchase and acquisition of the franchise hereby created shall be in writing and shall be delivered to the City Manager or his/her designee upon the date(s) and at the time(s) fixed by the City Manager in said advertisement(s) for receiving same. An opening time for each bid shall be stated in any advertisement and invitation for bids. The time set for opening of bids shall be established by a clock in the office of the City Clerk. It is the bidder's responsibility to ensure the bidder's bid is in the office before the time set for bid openings. At the set time, the City Clerk shall declare bids to be closed. All bids shall be opened publicly and read aloud when the structure of the invitation for bids permits. The City Manager or his/her designee shall with reasonable promptness prepare a tabulation of all bids received and make the documents available to the public upon reasonable request.
- (b) After bids are opened, the City Manager or his/her designee shall review all bids for compliance with specifications, terms and conditions. If, in the judgment of the City Manager or designee, a portion of a bid is uncertain or unclear, the bidder shall be required to clarify all such portions which are in question. Any clarification of this nature shall be sent to the City Manager's office in written form.
- (c) The City Manager reserves the right to reject any and all bids, and to waive technicalities and minor irregularities in bids. Grounds for the rejection include, but are not limited to:
 - 1) Failure of a bid to conform to established requirements of an invitation for bids;
 - 2) Failure to conform to specifications contained in or referred to in any invitation for bids, unless the invitation authorized submission of alternative bids, and the alternative proposal meets the requirements specified in the invitation for bids;
 - 3) Failure to conform to a delivery schedule established in an invitation for bids;
 - 4) Determination that a bid was submitted by a bidder determined to be not responsible;
 - 5) Failure to furnish a bid guarantee when a guarantee is required by an invitation for bids; or
 - 6) Imposition of conditions which would modify the terms and conditions of the invitation for bids, or which would limit the bidder's liability to the City under terms of the contract awarded, on the basis of such invitation for bids.
- (c) Thereafter, the City Manager shall report and submit to the Mayor and Board of Commissioners, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval.
- (d) The Board of Commissioners reserves the right, for and on behalf of the City, to reject any and all bids for said franchise; and, in case the bids reported by the City Manager

shall be rejected by the Board of Commissioners, it may direct said franchise and privilege to be again offered for sale, from time to time.

- (e) Each bid made by a Person not already holding a franchise within the territorial limits of the City of Paducah sufficient to render the Telecommunications Service required by this Ordinance, shall be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the Telecommunications System required to render the Telecommunications Service. Said check or cash shall be forfeited to the City in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to give a good and sufficient performance bond in favor of the City in accordance with Section 108-36.
- (f) Bids made by a Person not already holding a franchise within the territorial limits of the City of Paducah shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the Telecommunications System and compliance with all applicable state, federal and local statutes, ordinances and regulations.

Sec. 108-47. – Compensation.

- (a) The Franchise fee imposed under this Ordinance is not in lieu of any tax, fee or other assessment except as specifically provided in this Ordinance, or as required by applicable law. By way of example, and not limitation, permit fees and business license taxes are not waived and remain applicable as provided by law. Additionally, the City may at any time impose any fees or taxes consistent with state or federal law, including, but not limited to property taxes, and occupational license fees.
- (b) Grantee shall pay a quarterly Franchise Fee to the City, which shall be equal to the greater of (a) the Minimum Annual Franchise Fee as defined herein and amended from time to time (“Minimum Annual Franchise Fee”); or (b) an amount equal to either (i) five percent (5%) of Grantee’s Gross Revenues, which shall be payable quarterly and may be passed through to Grantee’s Customers, if Grantee provides Telecommunications Service to Customers within the City of Paducah (“Gross Revenue-based Franchise Fee”), or (ii) an amount equal to two dollars (\$2.00) per lineal foot of Facilities plus three thousand dollars (\$3,000.00) per each Wireless facility (other than Small wireless facilities) and two hundred seventy dollars (\$270.00) per each Small wireless facilities if Grantee does not provide Telecommunications Service to end-users within the City of Paducah (“Facilities-Based Franchise Fee”);
- (c) Grantee’s first Franchise Fee payable under this Ordinance shall be paid to the City forty-five (45) days after the City gives notice to the Grantee that the City has exercised its constitutional right to collect Franchise Fees. Such payment will be prorated for the remaining calendar year (rounded to the nearest month). Thereafter, Grantee shall pay each Franchise Fee (as applicable) in accordance with the schedule below.
- (d) Minimum Annual Franchise Fee payments, if applicable, to the City shall be paid on or before April 15th of each calendar year during the term of the franchise.
- (e) Gross Revenue-Based Franchise Fee payments, if applicable, to the City shall be computed based on Grantee’s Gross Revenues from each calendar year quarter period (January 1 through March 31, April 1 through June 30, July 1 through September 30, and

October 1 through December 31) and paid on or before the forty-fifth (45th) day following each calendar quarter period during the term of the franchise.

- (f) Facilities-Based Franchise Fee payments, if applicable, to the City shall be computed based on Grantee's lienal foot of Facilities in the City of Paducah as of January 1 of each calendar year and paid on or before April 15th of each calendar year during the term of the franchise.
- (g) Payment not received by the City by the due date shall be assessed interest equal to the lesser of (i) one percent (1%) per month, or (ii) the highest rate permitted by law. Interest shall be compounded annually. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives payment.
- (h) Prior to making each payment to the City, Grantee shall file with the City a written report containing an accurate statement in summarized form, as well as in detail, of its calculation of the amount of the payment, verified by an officer or other authorized representative of Grantee, setting forth its Gross Revenues according to their accounting subdivisions, and any deductions claimed for the period upon which the payment is computed. Such reports shall be in form satisfactory to the City.
- (i) If any Franchise Fee is owed to the City, upon reasonable notice, the City shall have the right to inspect the Grantee's income records, the right to audit and to re-compute any amounts determined to be payable under any Franchise granted pursuant to this Ordinance; provided, however, that such audit shall take place within twelve (12) months following the close of each of the Grantee's fiscal years. If, as a result of such audit or review, the City determines that Grantee has underpaid its fees to the City in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, Grantee shall reimburse the City for all expenses incurred as a result of an audit or review and such payments shall be paid within the thirty (30) days following written notice to the Grantee by the City, which notice shall include a copy of the audit report and copies of all invoices for which the City seeks reimbursement.
- (j) If any Franchise Fee is owed to the City, in the event that any Franchise Fee payment or recomputed amount is not made to the City on or before the applicable dates heretofore specified, interest shall be charged from such date as defined in this Ordinance.
- (k) No accord and satisfaction. No acceptance by the City of any Franchise Fee or any other payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee or any other payment be construed as a release of any claim of the City
- (l) The City reserves the right to require the Grantee to collect any consumer or other tax or other fee that may be imposed by the City, the Commonwealth of Kentucky, or the federal government on Telecommunications Services.
- (m) Notwithstanding any other provision of this Ordinance, the Grantee shall be required to pay the Government an amount intended to adequately compensate it for its permitting and inspection of the Grantee's construction activities in the Rights-of-way pursuant to the Code and all attorney's fees that the Government may incur relating to the franchising process, including but not limited to any attorneys' fees incurred relating granting of the franchise and any transfer, renewal or modification of the franchise.

Sec. 108-48. – Aesthetic standards.

Unless otherwise approved by the City in order to prevent an effective prohibition of service in accordance with federal regulations, as applicable, no Person shall locate or maintain a Facility, Pole, Tower, or Support structure, except in accordance with the following design standards:

(a) All Facilities shall be located and designed so as to minimize visual impact on surrounding properties and from Rights-of-way.

(b) All new or replacement Poles, Towers, or Support structures placed in the Rights-of-way shall be the same color, shape, material, and general height as those existing Poles, Towers or Support Structures adjacent to the location of the new or replacement Pole, Tower, or Support structure.

(c) All coaxial, fiber-optic, or other cabling and wires shall be contained inside any new or replacement Tower, Pole, or Support structure. On existing Poles, Towers, or Support structures, or new wooden Poles, where it is impossible to place wiring inside the Pole, Tower or Support structure, all coaxial, fiber-optic, or other cabling and wires shall be flush-mounted and covered with a metal, plastic, or similar material matching the color of the Pole, Tower or Support structure. All coaxial, fiber-optic, or other cabling and wires shall be contained inside any new Tower, Support structure or Pole placed in the Rights-of-way.

(d) No Tower shall be placed in the Rights-of-way within two hundred fifty (250) feet on the same street of an existing Tower. Replacing an existing Tower with a Tower, or a lighted Pole with another lighted Pole housing Wireless facilities, in the same location shall not violate this provision.

(e) All new Towers, Support structures and Poles should be located on the same side of the street as existing Towers, Poles, or Support structures. However, this does not preclude an applicant from locating its Wireless facilities on existing lighted Poles under a decommissioning agreement in which the applicant takes ownership of the lighted Pole.

(f) The centerline of any new Pole, Support structure or Tower shall be aligned with the centerline of adjacent Poles or trees, unless the new structure's height conflicts with overhead power utility lines. Replacing an existing Pole, Support structure, or Tower with another Pole, Support structure, or Tower in the same location shall not violate this provision.

(g) All new Poles, Towers, Support Structures or Facilities proposed to be fronting a dwelling shall be placed on property lines, unless it would obstruct sight distance at driveways or other accesses to roadways. In those instances where placement of a new Pole, Support structure, Tower, or Facilities on the property line would obstruct sight distance, the Pole, Support Structure or Tower, or Facilities shall be placed in such a location as to prevent the obstruction of sight distance at driveways or other accesses to roadways. Replacing an existing Pole, Support structure, Tower or Facility with a Pole, Support structure, Tower, or Facility in the same location shall not violate this provision.

(h) New Poles, Support Structures, Towers, or Facilities shall not be placed in front of store front windows, walkways, entrances or exits, or in such a way that would impede deliveries. Replacing an existing Pole, Support structure, Tower, or Facility with a Pole, Support structure, Tower, or Facility in the same location shall not violate this provision.

(i) No new Poles, Support Structures or Towers shall be placed in front of driveways, entrances, or walkways. Replacing an existing Pole, Support structure, or Tower with a Pole, Support Structure, or Tower in the same location shall not violate this provision.

(j) No applicant shall locate or maintain a Pole, Support structure, Tower, or equipment associated with a Wireless facility, as to interfere with the health of a tree.

(k) In areas where the undergrounding of utilities has occurred, but lighted Poles are present, the applicant shall locate its Wireless facilities on existing lighted Poles or seek to decommission the lighted Pole to replace it with a lighted Pole to house its Wireless facilities.

(l) If the applicant elects to decommission an existing lighted Pole in order to install a Wireless facility in its location, the applicant shall comply with this Ordinance, including these aesthetic standards, and any decommissioning agreement between the applicant and the City or its equivalent.

(m) In those locations where the undergrounding of utilities has occurred, all Facilities shall be placed underground.

(n) No equipment associated with any Facility shall impede, obstruct, or hinder ADA access, or pedestrian or vehicular access, or block driveways, entrances, or walkways. The installation of new ground furniture is prohibited.

(o) To protect the health and safety of the public from the harms of noise pollution, all Facilities shall have a low noise profile.

(p) Within twenty-one (21) calendar days from the date the operator receives notice thereof, operator shall remove all graffiti on any of its Facilities located in the Rights-of-way.

(q) All Facilities, Poles, Towers, and Support structures shall comply with such additional design standards as may be set forth in any written policies or guidelines issued by the City.

(r) All Poles, Towers, Support structures, and other lines and equipment installed or erected by Grantee under this Ordinance shall be located so as to minimize any interference with the proper use of the Rights-of-way with the rights and reasonable convenience of property owners whose property adjoins or abuts any affected Rights-of-way. Subject to applicable codes, overhead drops shall be as close as possible to other utility drops in order to concentrate the drops in as small an area as possible to minimize visual clutter and interference with the use of private property.

Sec. 108-49. – Additional Requirements.

(a) Operation of Telecommunications System – Excavation of the Rights-of-way.

- 1) The Telecommunications System shall, at all times, be installed operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial, and industrial Customers. The Telecommunications System shall be designed installed, constructed, and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance, and operation of a Telecommunications System.
- 2) The Grantee shall have the right to disturb, break, and excavate in the Rights-of-way of the City as may be reasonable and necessary to provide the service authorized by the franchise subject to the provisions of this Ordinance and the provisions of the applicable City Code of Ordinances.

- 3) Grantee agrees to give prior notification to the City of any construction work by Grantee on or in any Rights-of-way that will necessarily involve the cutting of any blacktop or concrete on a the Rights-of-way, or any other excavation or work in the Rights-of-way that is reasonably expected to interrupt the flow of traffic on the Rights-of-way. In the event a Street, sidewalk, curb or gutter is to be cut, the Grantee agrees to obtain the applicable permit from the City. Grantee's notice to the City shall include traffic control plans to be implemented during the construction work and specific traffic control devices to be utilized. Additionally, Grantee shall notify the City of the hours the construction will take place at least seven (7) days prior to beginning construction.

Nothing in the above provisions is intended to require Grantee to give a notification for any routine maintenance or repair work not involving the cutting of the Rights-of-way, curb, or gutter or not involving an interruption of traffic flow on a City Street. Nothing in the above is intended to impose on Grantee any obligation to give notification or obtain a City permit for work on Customers' service lines, unless such work extends into the Rights-of-way. However, Grantee shall be required to give advance notification to the City of the installation of a new service line within the City limits and provide a copy of the plans for the new service line.

- 4) To the extent reasonably practicable, Grantee agrees to notify the City and to schedule and coordinate installation, construction, maintenance, replacement, or repairs of its Telecommunications System with proposed improvements to the Rights-of-way that have been designated (and which Grantee has been specifically advised of) for improvement, resurfacing, or repair prior to the commencement thereof. In the event Grantee develops a written program for the replacement or repair of its Telecommunications System located in the Rights-of-way, Grantee shall provide a copy of that written program to the City's Public Works Department. Any replacement or repair program shall, to the extent reasonably practical, be developed to coincide with the City's pavement program.
- 5) The Grantee agrees to provide the City and other emergency response officials on an annual basis the names, addresses, and phone numbers of emergency 24-hour on-call personnel. After being notified of an emergency by the City, the Grantee shall cooperate with the City and make every effort to respond as quickly as possible with actions to minimize damage and to protect the health and safety of the public and property.

(b) Degradation/Restoration of Rights-of-way.

- 1) In the event Grantee enters upon any Rights-of-way for the purposes of constructing, erecting, installing, operating, maintaining, repairing and/or removing any part of its Telecommunication System, it shall promptly and diligently prosecute the work to completion at its sole expense and shall repave, cover, and restore all trenches and exposed areas as quickly as circumstances permit and shall leave all Rights-of-way in as good a condition as existed when Grantee entered upon them. Grantee agrees to perform such restoration work in compliance with all applicable City standards. Any repairs to Rights-of-way necessitated by reason of Grantee's failure to comply with City standards shall be performed by Grantee, at its expense, for a twelve (12) month period following

the date Grantee completed the particular restoration work. However, notwithstanding the foregoing requirements, Grantee shall upon the request of the City and at its sole expense, repave all Street pavement located within an entire Street block if Grantee, its employees, contractors, or agents undertook an authorized excavation of Rights-of-way that has been repaved within two (2) years of the excavation where Grantee knew or should have known that it would need to excavate the pavement within two (2) years of the City notifying Grantee of the Streets that will be repaved. The above provisions shall not apply to the extent the excavation was necessitated by an act of the City or by an act of God or by an act of a third party with whom Grantee is not in privity or contract or over whom Grantee has no control or, in order to fix or repair a potentially or actual dangerous condition or to accommodate a request for service by a new Customer. In the event Grantee is required to repave an entire Street block of pavement or Rights-of-way and the work by the Grantee is determined to be in compliance with the applicable City requirements, the City shall assume responsibility for the maintenance of the improved Rights-of-way. All restorations or repairs of Rights-of-way shall be performed in compliance with applicable City requirements and may be subject to inspection by the City at any time. In the event Grantee fails, refuses, or neglects to comply with the applicable City provisions, or to repair to restore the affected Rights-of-way, the City may undertake such repairs and the costs and expenses incurred by the City shall be paid to the City by the Grantee within ten (10) days from the date on which an itemized bill is submitted to the Grantee.

- 2) In the construction, installation, maintenance, repair, or removal of any of its Telecommunications System, or any part thereof, Grantee shall exercise due regard for the rights of the City, pedestrians, and motorists and shall not unreasonably or unnecessarily interfere with or injure City property or the private property of others. Grantee shall comply with all applicable laws with respect to signalization, placement of lights, danger signals, or warning signs. All work performed by Grantee shall be done in a workmanlike manner and shall not unnecessarily interfere with the public use of the Rights-of-way.
- 3) Grantee shall, upon request by the City, remove, move, modify, relocate, reconstruct, or adjust any of its Telecommunications System located within the Rights-of-way, at its own expense, if the City, in its sole discretion, constructs, reconstructs, widens, alters, excavates, repairs, changes, or improves any Rights-of-way as part of any public improvement project and such work requested by the City shall be accomplished by Grantee within thirty (30) days after notice by the City; provided, however, if the work requested of Grantee cannot be reasonably completed within that time period, Grantee shall have such additional time to complete its work as may be mutually agreed upon between Grantee and the City.
- 4) If the City requires the Grantee to adapt or conform its Telecommunications System or to in any way construct, reconstruct, remove, alter, relocate, adjust, or its Telecommunications System to enable any other Person, firm, corporation, entity, whether public or private, other than the City, to utilize Rights-of-way, Grantee shall be reimbursed for all costs incurred by the Grantee from the Person,

firm, Grantee, corporation, or entity requesting or required by the City to perform such change, construction, removal, repair, maintenance, alteration, or relocation.

- 5) In the event that the Grantee is a party to a Poles, Towers, or Support structures attachment agreement, and the owner of such Poles, Towers, or Support structures elects to replace its Poles, Towers, or Support structures, the Grantee shall be required to remove its Facilities and Equipment and apparatus from the affected Poles, Towers, or Support structures immediately. If the Grantee fails to remove its Facilities and Equipment and apparatus from the affected Poles, Towers, or Support structures within thirty (30) days of the Poles, Towers, or Support structures owner's removal of its own Facilities or Equipment and apparatus from the Poles, Towers, or Support structures the Grantee shall be assessed a fine of up to One Thousand Dollars (\$1,000.00) per day until such Facilities and Equipment and apparatus are removed or relocated.
- (c) Unless otherwise provided an extension by the Board of Commissioners, the Grantee must make Telecommunications Services available within the City of Paducah within one hundred eighty (180) days from the date of the award of the franchise. This requirement shall not apply to a Grantee that does not provide, or has no intention of providing, any Telecommunications Services to the City of Paducah Customers.
 - (d) The Grantee shall maintain accurate Telecommunications System design drawings, maps and improvement plans of the Telecommunications System, in a form acceptable to the City, in a manner consistent with industry construction standards. The Grantee shall furnish the City, without charge, with a complete set of "as-built" drawings within sixty (60) days of completion of construction of the Telecommunications System. Such maps and improvement plans shall also be furnished to City in digital form and shall be provided pursuant to a lawful protective agreement.
 - (e) The City shall have the right, during the term of any franchise granted pursuant to this Ordinance, to install and maintain, free of charge, upon the Poles, Towers, or Support structures owned by Grantee and located in the Streets, any wire or fiber optic cables, pole fixtures and antennas that do not unreasonably interfere with the Telecommunication System operations of Grantee.

Sec. 108-50. – Discontinuing Use of Facilities.

If Grantee decides to discontinue use of Facilities within all or a portion of the Streets and does not intend to use those Facilities again in the future, the City may direct Grantee to remove the Facilities or may permit the Facilities to be left in place as abandoned, which permission shall not be unreasonably withheld or delayed. If Grantee is permitted to abandon its Facilities in place, upon written consent of the City, the ownership of Facilities in the City's Streets shall transfer to the City and Grantee shall have no further obligation therefor. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the street area or modify the Facility in order to protect the public health and safety or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and

responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as restoration of the Street, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

Sec. 108-51. – Governing Law.

This Ordinance and any franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance or any franchise shall be in the court of competent jurisdiction in McCracken County, Kentucky.

Sec. 108-52. – Non-enforcement by the City.

Grantee shall not be relieved of its obligations to comply with any of the provisions of this Ordinance by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Ordinance by reason of such failure or neglect.

Sec. 108-53. – Agent.

The Grantee shall designate in writing a local agent to oversee and manage all activities required pursuant to this Ordinance to accept service of any legal proceeding initiated by the City.

Sec. 108-54. – Third Parties.

This Ordinance and any franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either the City or the Grantee.

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

SECTION C. COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION D. CONFLICTS. Upon the publication and on the effective date of this Ordinance, the following Chapter shall be repealed in its entirety and superseded with this Ordinance: Chapter 108.

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2022

Adopted by the Board of Commissioners, _____, 2022

Recorded by City Clerk, _____, 2022

Published by *The Paducah Sun*, _____, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approval of Contract Modification #1 for Increase of Scope in Professional Services Contract with HDR, Inc for Dredging Project in the Amount of \$86,200.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information:

Summary: Approve Contract Modification #1 for increase in Scope in the Professional Services Contract with HDR, Inc to include engineering drawings and specifications, bidding administration, project inspection, monitoring, administration and reporting in the amount of \$86,200.00.

Background: On April 24, 2020, a major disaster declaration, FEMA-4540-DR-KY, was signed by the President for the 2020 Flooding and Severe Weather Events occurring from February 2, 2020 through February 29, 2020. As a result, the City of Paducah applied for and received Disaster Relief Funding for the removal of sediment built up along the Riverfront at the Transient Dock. FEMA Public Assistance funds are funded at 90% Federal Share, 4.80% State Share & 5.20% City Share.

On January 26, 2021, the Board of Commissioners approved Ordinance 2021-01-8670 for a Professional Services Contract for \$266,250.00 with HDR, Inc to provide technical expertise to attain the necessary regulatory permits from the Kentucky Division of Water and U.S Army Corps of Engineers for the dredging project. The City has obtained the necessary permits to dredge up to 60,000 cubic yards of sediment per year using deep water disposal. During the course of the contract, two (2) tasks were not required, resulting in a contract savings of \$25,785.00.

The City is ready to begin the procurement process with dredging anticipated to occur in Fall 2022 or Spring 2023 due to the necessity of optimal river conditions. HDR proposes the Not-To-Exceed amount of \$86,200.00 for the increased professional services scope for a net increase of \$60,415.00 with a final contract amount of \$326,665.00

Original Contract Amount	\$	266,250.
	00	
Total Amount Remaining in Contract	\$	(25,785.00)
Additional Engineering Services	\$	86,200.
	00	
Modified Contract Amount	\$	326,665.
	00	
Net Amount Added to Contract	\$	60,415.
	00	

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: Work with Communication Manager

Communicate with appropriate stakeholders including Paducah Water, Inland Waterways companies, US Coast Guard, US Army Corps of Engineers, and others as appropriate

Funds Available: Account Name: Dredging

Account Number: DT0047

Staff Recommendation: Authorize the Mayor to sign Contract Modification #1 to the professional services contract with HDR, Inc for the increase in scope of the Dredging Project in the amount of \$86,200 for a net increase of \$60,415.00 with a final contract amount of \$326,665.00.

Attachments:

1. MO Contract Mod #1 – HDR, Inc. – Dredging Project
2. Paducah Transient Dock Access Improvement Project - CM1

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH HDR, INC. IN AN AMOUNT OF \$86,200 TO INCREASE THE SCOPE IN THE PROFESSIONAL SERVICES CONTRACT TO INCLUDE ENGINEERING DRAWINGS AND SPECIFICATIONS, BIDDING ADMINISTRATION, PROJECT INSPECTION, MONITORING, ADMINISTRATION AND REPORTING

WHEREAS, on January 26, 2021, the Board of Commissioners approved Ordinance 2021-01-8670 for a Professional Services Contract for \$266,250.00 with HDR, Inc. to provide technical expertise to attain the necessary regulatory permits from the Kentucky Division of Water and U.S Army Corps of Engineers for dredging; and

WHEREAS, the City has obtained the necessary permits to dredge up to 60,000 cubic yards of sediment per year using deep water disposal; and

WHEREAS, during the course of the contract, two (2) tasks were not required, resulting in a contract savings of \$25,785.00; and

WHEREAS, the City is ready to begin the procurement process with dredging anticipated to occur in Fall 2022 or Spring 2023 due to the necessity of optimal river conditions; and

WHEREAS, HDR proposes the Not-To-Exceed amount of \$86,200.00 for the increased professional services scope for a net increase in the amount of \$60,415.00 and a total contract amount of \$326,665.00

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 1 with HDR, Inc. for the dredging project for additional services in an amount not to exceed \$86,200 and a decrease in the amount of \$25,785, for a net increase of \$60,415, and a new total contract cost of \$326,665.

SECTION 2. This expenditure shall be charged to the Dredging Project Account DT0047.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners May 24, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\Contract Mod #1 – HDR, Inc. – Dredging Project



May 17, 2022

Mr. Rick Murphy, P.E.
City Engineer
City of Paducah
300 South 5th Street
Paducah, KY 42001
270-444-8511
rmurphy@paducahky.gov

Re: Paducah Transient Dock Access Improvement Project - Proposal for Engineering Services - Contract Amendment No. 1

Dear Rick:

We are very pleased to have the opportunity to work with the City of Paducah on the Paducah Transient Dock Access Improvement Project. The purpose of this design contract amendment is for HDR Engineering, Inc. (HDR) to provide engineering drawings and specifications for use as a bid package so that bids for construction may be solicited by the City. HDR will also conduct the bid process and provide construction administration and inspection. The engineering scope of services for this amendment is as follows:

- **Bid Plans**

Anticipated Sheet List May Include:

- a. Site Location and Vicinity Map
- b. General Notes and Symbols
- c. Pre-Dredge Existing Conditions
- d. Post-Dredge Conditions
- e. Dredge Pipeline Route & Details
- f. Dredge Location
- g. Disposal Location
- h. Cross-Sections
- i. Quantities

HDR will not conduct any surveying and will utilize digital files provided by the City of Paducah from Moran Environmental Recovery (MER), formerly known as Mainstream Commercial Divers, Inc., as well as files utilized during the permitting efforts already completed. The bid plans will be created with the 2021 survey. HDR understands that a 2022 survey is currently underway and will pass it along to the contractor, however the bid plans will be completed with the 2021 survey. If HDR is requested to complete bid plans with the 2022 survey, a contract amendment will be required for the added costs of creating new models, new cross-sections, and new plans with the 2022 survey.

- **Bid Specifications**

HDR will create a set of bid specifications typical in nature of that for a dredging project. Additionally, items of pertinent information will be included, such as but not limited to, acquired permits, project specific stipulations for permit compliance (such as Paducah Water intake requirements), and items provided by the City to be included.

- **Opinion of Probable Construction Cost (OPCC)**

HDR will create an OPCC for the City's use in reviewing bids received. HDR's opinions of probable project cost or probable construction cost are made based on information available to HDR and based on HDR's experience and represents its judgment. HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. The City understands that proposals, bids, and actual construction cost will vary from opinions of probable cost prepared by HDR.

- **Bidding Process Administration**

HDR will conduct the bidding process administration. The bidding process items include:

- a. Pre-Bid Meeting



- b. Fielding Contractor Questions
 - c. Addendum(s) to Answer Contractor Questions
 - d. Bid Opening
 - e. Bid Evaluation/Bid Tabulation
- **Construction Inspections, Monitoring, and Reporting**

HDR will be on site to inspect the dredging operations for a maximum total of 180 hours. Construction is expected to last up to 3 weeks (assuming 10 hour days and 6 days per week). Contractor progress will be monitored and reported on daily inspection forms and submitted to the City weekly. The daily inspection reports will be used for Contractor Payment Application reviews. If more time is needed for inspections, monitoring, and reporting, a contract amendment will be required for the additional time required.
 - **Construction Administration**

HDR will attend the Pre-Construction meeting, review Contractor submittals, and administer the project in accordance with the project specifications. Contractor Payment Applications will also be reviewed under this task with HDR providing confirmation of work completion to the City so that the City may issue payments accordingly to the Contractor. Contractor Payment Applications will be reviewed once per month.

Estimated Schedule:

HDR will make efforts to accelerate the schedule as quickly as possible, therefore the dates listed below are only estimates. It is understood that the City anticipates bidding the project in early August to give the Contractors the most flexibility in opportunity to conduct the work at their professional discretion. The estimated schedule is as follows:

- 6/1/22 - anticipated Notice to Proceed issued to HDR
 - 6/15/22 – completion of engineering contract documents and signatures between HDR and the City
 - 7/8/22 - 30% completion, submit initial plans to the City for review (initial layout of boundaries of project for City confirmation/comments)
 - 7/26/22 - 90% completion, submit final specs to the City for final review
 - 8/1/22 – 100% completion, submit final stamped plans, specs, and OPCC to the City for bidding use
- NOTE: above outlined schedule excludes additional time required for City reviews and/or City requested revisions

Excluded Items:

- Surveying
- Permitting and/or permitting related tasks (beyond those already completed prior to the date of this letter)
- Hydraulic and/or stormwater modeling (beyond what HDR has already completed as part of the original contract prior to the date of this letter)
- Design Revisions
- Updated modeling and updated plans with 2022 survey data
- Construction staking (by Contractor)
- Advertisements for bidding (by City)
- Tasks not specifically mentioned as being included

Milestones Already Completed Under Existing Contract:

- USACOE Permit – April 18, 2022
- KDOW WQC – February 16, 2022
- KDOW Floodplain – December 1, 2021
- No-Rise Documentation – November 5, 2021
- Deep Water Disposal Site Impact Analysis – October 12, 2021
- Midwest Terminal Sedimentation Extents – January 27, 2022



The amount proposed for design performed in accordance with the above scope of services, is to be performed for a Lump Sum Fee of **\$86,200**.

The original contract amount for this project was \$266,250 and during completion one (1) task was not required and another task required only partial completion; as a result, the contract has had \$240,465 invoiced to the City of Paducah, leaving \$25,785 remaining in the contract.

Original Contract Amount:	\$266,250
Total Amount Remaining in Contract:	(\$ 25,785)
Additional Engineering Services Required:	<u>\$ 86,200</u>
Modified Contract Amount:	\$326,665
Net Amount Added to Contract:	\$ 60,415

HDR looks forward to working with the City of Paducah in completing this project.

Respectfully Submitted,

HDR Engineering, Inc.

Sheryl Chino, AICP, PMP
Paducah Office Principal

Ben R. Edelen, PE
Sr. Vice President

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Paducah Riverfront Hotel (Holiday Inn) Industrial Building Revenue Bond Series 2015 Interest Rate Reset - **Phil Little, McMurry & Livingston, PLLC**

Category: Ordinance

Staff Work By: Dinsmore & Shohl LLP (Bond Counsel)

Presentation By: Phil Little, McMurry & Livingston, PLLC

Background Information: On November 4, 2015, the City issued its Industrial Building Revenue Bonds, Series 2015 (Paducah Riverfront Hotel, LP Project) in a maximum aggregate principal amount of \$12,000,000. The Bonds were used to finance the costs of a new a hotel in Paducah. Independence Bank of Kentucky purchased the Bonds. The interest rate was set at 4.75% per annum through May 1, 2022, and resets by agreement of the Hotel and Bank on that date and every five-year anniversary thereafter. The governing bond documents require the City, Hotel, and Bank to approve the new interest rate (remaining at 4.75%) for the next five-year term, which will expire on May 1, 2027. The City and Bank have also agreed to make the next eight payments beginning on June 1, 2022 interest-only to address interest payments that were deferred during the COVID-19 Pandemic.

Dinsmore & Shohl LLP has prepared the amending documents on behalf of the City as Bond Counsel.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Bond Series 2015 Refinance Paducah Riverfront Hotel – 6-2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE AMENDMENT AND SUPPLEMENT OF THE BOND PURCHASE AGREEMENT DATED AS OF NOVEMBER 1, 2015, BY AND AMONG THE CITY, PADUCAH RIVERFRONT HOTEL, LP, INDEPENDENCE BANK OF KENTUCKY, AS SERVICING AGENT, AND INDEPENDENCE BANK OF KENTUCKY, AS ORIGINAL PURCHASER, FOR THE PURPOSES OF ESTABLISHING THE INTEREST RATE APPLICABLE TO THE CITY'S INDUSTRIAL BUILDING REVENUE BOND, SERIES 2015 (PADUCAH RIVERFRONT HOTEL, LP PROJECT) FOR THE PERIOD BEGINNING ON AND INCLUDING MAY 1, 2022 TO BUT EXCLUDING THE SECOND OPTIONAL TENDER DATE APPLICABLE THERETO; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE AMENDMENT OF THE BOND PURCHASE AGREEMENT AND THE SERIES 2015 BOND.

WITNESSETH

WHEREAS, on August 25, 2015, the City Commission of the City of Paducah, Kentucky (the "City") gave second reading to and adopted an ordinance titled as follows (the "Original Ordinance"):

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$12,000,000 INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2015 (PADUCAH RIVERFRONT HOTEL, LP PROJECT) OF THE CITY OF PADUCAH, KENTUCKY, THE PROCEEDS OF WHICH SHALL BE USED TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF AN INDUSTRIAL BUILDING SUITABLE FOR USE AS A HOTEL, TOGETHER WITH ALL RELATED AND SUBORDINATE FACILITIES NECESSARY TO THE OPERATION THEREOF, TO BE LOCATED WITHIN THE CITY OF PADUCAH, KENTUCKY, AND LEASED TO PADUCAH RIVERFRONT HOTEL, LP; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING A LEASE AGREEMENT APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE SUCH BONDS; AUTHORIZING A BOND PURCHASE AGREEMENT, MORTGAGE, PAYMENT IN LIEU OF TAXES AGREEMENT AND ASSIGNMENTS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, in the Original Ordinance, the City authorized the issuance of its City of Paducah, Kentucky, Industrial Building Revenue Bond, Series 2015 (Paducah Riverfront Hotel, LP Project) in an aggregate principal amount of up to \$12,000,000 (the "Series 2015 Bond") to finance the costs of the acquisition, construction, installation, equipping of a building suitable for

use as a hotel, together with all related and subordinate facilities necessary for the operation thereof, for lease to Paducah Riverfront Hotel, LP (the “Tenant”); and

WHEREAS, the Original Ordinance authorized the appropriate officials of the City to execute and delivery a Bond Purchase Agreement (the “Bond Purchase Agreement”) by and among the City, the Tenant, Independence Bank of Kentucky, as Servicing Agent for the City with respect to the Series 2015 Bond thereunder (the “Servicing Agent”), and Independence Bank of Kentucky, as original purchaser of the Series 2015 Bond thereunder (the “Original Purchaser”); and

WHEREAS, the Bond Purchase Agreement and the Series 2015 Bond, the forms of which were attached to the Bond Purchase Agreement, provided that the Series 2015 Bond would bear interest at a rate of 4.75% per annum to but excluding May 1, 2022 (the “First Optional Tender Date”) and that on or before the First Optional Tender Date the City, the Tenant, the Servicing Agent, and the Original Purchaser would enter into a Supplemental Bond Purchase Agreement to set the interest rate and payment schedule applicable to the Series 2015 Bond for a new period beginning on and including the First Optional Tender Date; and

WHEREAS, the Tenant and the Original Purchaser have requested the City and the Servicing Agent to approve and authorize the execution and delivery of the First Supplemental Bond Purchase Agreement attached hereto as Exhibit A (the “First Supplemental Bond Purchase Agreement”), which provides that the Series 2015 Bond shall bear interest at a rate of 4.75% per annum from and including the First Optional Tender Date to but excluding a new optional tender date of May 1, 2027 (the “Second Optional Tender Date”) and provides for eight consecutive monthly interest-only payments beginning June 1, 2022; and

WHEREAS, it is necessary and proper in the interests of the health, safety, convenience, and general welfare of the citizens, residents, and inhabitants of the City and its environs that the City (i) authorize the amendment of the Bond Purchase Agreement by the execution and delivery of the First Supplemental Bond Purchase Agreement to establish the interest rate applicable to the Series 2015 Bond until the Second Optional Tender Date and (ii) authorize the execution and delivery of a replacement Series 2015 Bond, designated R-2, upon the proper surrender of the original Series 2015 Bond, designated R-1, by the Original Purchaser thereof, to reflect such changes.

NOW, THEREFORE, THE CITY OF PADUCAH, KENTUCKY, ACTING BY AND THROUGH ITS CITY COMMISSION, HEREBY ORDAINS AS FOLLOWS:

Section 1. The facts and recitations set out in the preamble of this Ordinance are adopted and incorporated as a part hereof, and the terms defined in the preamble shall have the same meanings when used herein.

Section 2. For the purposes set forth in the preamble, which is incorporated as a part hereof, the City, acting by and through its City Commission, hereby:

(a) Confirms and ratifies the Original Ordinance and the Original Ordinance, except as amended and supplemented by this Ordinance, shall for all purposes remain in full force and effect.

(b) Confirms and ratifies the Bond Purchase Agreement and the Bond Purchase Agreement, except as amended and supplemented by the First Supplemental Bond Purchase Agreement, shall for all purposes remain in full force and effect.

(c) Approves the amendment and supplement of the Bond Purchase Agreement (and by consequence the Series 2015 Bond) by the adoption of the First Supplemental Bond Purchase Agreement to establish the interest rate applicable to the Series 2015 Bond from the First Optional Tender Date to but excluding the Second Optional Tender Date and to provide for eight consecutive monthly interest-only payments beginning June 1, 2022. The Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City the First Supplemental Bond Purchase Agreement in substantially the form attached hereto, with such additions, deletions, and changes as the official executing the same, upon the recommendation of the Tenant, may require or approve, such approval on behalf of the City to be conclusively evidenced by the execution and delivery thereof.

(d) Authorizes the issuance, execution, and delivery of a replacement Series 2015 Bond upon the surrender of the existing Series 2015 Bond to the City or the Servicing Agent. The Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City the Series 2015 Bond, designated R-2, in substantially the form attached to the First Supplemental Bond Purchase Agreement, with such additions, deletions, and changes as the official executing the same, upon the recommendation of the Tenant, may require or approve, such approval on behalf of the City to be conclusively evidenced by the execution and delivery thereof.

Section 2. The provisions of this Ordinance and the Original Ordinance may be further supplemented from time to time by additional ordinances of the City Commission.

Section 3. The provisions of this Ordinance are hereby declared to be severable and, if any section or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 4. Upon any conflict between the provisions of this Ordinance and of any prior ordinance, resolution, or parts thereof, the provisions of this Ordinance shall prevail.

Section 5. This Ordinance shall be in full force and effect from and after its adoption as provided by law. The summary of this Ordinance read at the meetings of the City Commission described below is approved for such purposes and for the purpose of publication as provided by law, and the accuracy of such summary is hereby certified.

INTRODUCED AND PUBLICLY READ ON FIRST READING on May 24, 2022.

PUBLICLY READ, ADOPTED, AND APPROVED ON SECOND READING, on June 14, 2022.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by the City Clerk, _____
Published by *The Paducah Sun*, _____
ord\Bond Series 2015 Refinance Paducah Riverfront Hotel – 6-2022
Mark Franklin - Dinsmore & Shohl LLP

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on June 14, 2022, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of the City as of _____, 2022.

By: _____
City Clerk

EXHIBIT A
TO
AMENDING ORDINANCE

FORM OF FIRST SUPPLEMENTAL BOND PURCHASE AGREEMENT

(See attachment)

* * * * *

SUPPLEMENTAL BOND PURCHASE AGREEMENT

among

CITY OF PADUCAH, KENTUCKY,

PADUCAH RIVERFRONT HOTEL, LP,

INDEPENDENCE BANK OF KENTUCKY,
Paducah, Kentucky, as Servicing Agent,

and

INDEPENDENCE BANK OF KENTUCKY
Paducah, Kentucky, as Original Purchaser

\$10,520,117.13 Outstanding Principal Amount
City of Paducah, Kentucky
Industrial Building Revenue Bonds, Series 2015
(Paducah Riverfront Hotel, LP Project)

Dated May 1, 2022

FIRST SUPPLEMENTAL BOND PURCHASE AGREEMENT

This FIRST SUPPLEMENTAL BOND PURCHASE AGREEMENT is made as of May 1, 2022, by and among the CITY OF PADUCAH, KENTUCKY, a municipal corporation and political subdivision of the Commonwealth of Kentucky (the “Issuer”) PADUCAH RIVERFRONT HOTEL, LP, a Kentucky limited partnership (the “Tenant”), INDEPENDENCE BANK OF KENTUCKY, Paducah, Kentucky (as the “Servicing Agent”), and INDEPENDENCE BANK OF KENTUCKY, Paducah, Kentucky (as the “Original Purchaser” and, together with any subsequent owner of the Bonds, the “Holder”):

WITNESSETH:

WHEREAS, on November 4, 2015, the Issuer issued its City of Paducah, Kentucky Industrial Building Revenue Bonds, Series 2015 (Paducah Riverfront Hotel, LP Project) in a maximum aggregate principal amount of \$12,000,000 as a single registered bond numbered R-1 (the “Original Bond”) pursuant to (i) an ordinance of the Board of Commissioners of the Issuer adopted August 25, 2015 (the “Original Bond Legislation”) and (ii) a Bond Purchase Agreement dated November 1, 2015 (the “Original Bond Purchase Agreement”), by and among the Issuer, the Tenant, the Servicing Agent, as servicing agent for the Original Bond, and the Holder, as the Original Purchaser of the Original Bond; and

WHEREAS, the proceeds of the Original Bond were made available by the Issuer to the Tenant under a Lease Agreement dated as of November 1, 2015 (the “Lease Agreement”), by and between the Issuer and the Tenant, which the Tenant used to acquire, construct, install, and equip a 124-room Holiday Inn Hotel on the Project Site (as defined in the Lease Agreement), such Project Site being a site located within the jurisdictional boundaries of the Issuer; and

WHEREAS, the Original Bond has accrued interest from its date of issuance at a rate per annum equal to 4.75%; and

WHEREAS, the Bond provides that for the five-year period beginning May 1, 2022 and continuing to but excluding May 1, 2027 (the “First Interest Rate Reset Period”), the Original Bond shall accrue interest at a rate per annum to be established in a supplemental bond purchase agreement among the Issuer, the Tenant, and the Holder; and

WHEREAS, the Original Bond provides that the Issuer, the Tenant, and the Holder shall enter into additional supplemental bond purchase agreements to determine the interest rate per annum to apply to additional five-year periods occurring after the First Interest Rate Reset Period; and

WHEREAS, the Issuer, the Tenant, and the Holder desire to enter into this First Supplemental Bond Purchase Agreement to set out the interest rate per annum to apply to the Original Bond, as amended herein, during the First Interest Rate Reset Period and to provide for other matters related thereto;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Except to the extent otherwise expressly provided in the recitals and elsewhere herein, and unless the context otherwise requires, all words and terms used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Lease Agreement, the Bond Legislation, and the Original Bond Purchase Agreement. Any reference herein to the Issuer, the Tenant, the Holder, or the Servicing Agent shall include any person or entity which succeeds to their respective functions, duties, or responsibilities pursuant to or by operation of law.

2. Amendment of Exhibit A to Original Bond Purchase Agreement. Exhibit A to the Original Bond Purchase Agreement, being the form of the Original Bond, is hereby amended and replaced in its entirety with Exhibit A attached hereto (the “First Replacement Bond”). The First Replacement Bond shall bear interest at the rate per annum and shall be payable in the amounts and on the dates set forth in the First Replacement Bond during the First Interest Rate Reset Period.

3. Effective Date and Interest. Notwithstanding the requirements of the Original Bond, the Original Bond Purchase Agreement, or the Lease Agreement to the contrary, the Issuer, the Tenant, the Servicing Agent, and the Holder agree that the Default Rate shall not apply to any interest accrued on the Original Bond or the First Replacement Bond if the Replacement Bond is delivered by the Issuer to the Holder after May 1, 2022, but all interest after May 1, 2022 shall be interest at the interest rate per annum set forth in the First Replacement Bond.

3. Ratification. Except as amended and supplemented by Section 2 hereof, the Issuer, the Tenant, and the Holder hereby ratify and reaffirm the terms and provisions of the Original Bond Purchase Agreement and their respective representations, warranties, covenants, agreements, and obligations set forth therein.

4. Binding Effect. This First Amendment to Bond Purchase Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Tenant, and the Holder, and their respective successors and assigns.

5. Severability. If any provision of this First Amendment to Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. Execution in Counterparts. This First Amendment to Bond Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. Applicable Law. This First Amendment to Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

8. Captions. The captions or headings in this First Amendment to Bond Purchase Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this First Amendment to Bond Purchase Agreement.

9. No Pecuniary Liability of the Issuer. No provision, covenant, or agreement contained in this First Amendment to Bond Purchase Agreement or breach thereof shall constitute or give rise to a pecuniary liability of the Issuer or a charge upon its general credit or taxing power.

SIGNATURE PAGE TO FIRST SUPPLEMENTAL BOND PURCHASE AGREEMENT

IN WITNESS WHEREOF, this First Supplemental Bond Purchase Agreement has been executed as of the date first written.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

PADUCAH RIVERFRONT HOTEL, LP, by
Paducah Hotel, Inc., its General Partner

By: _____
President

INDEPENDENCE BANK OF
KENTUCKY, as Servicing Agent

By: _____
Title: _____

INDEPENDENCE BANK OF
KENTUCKY, as Original Purchaser

By: _____
Title: _____

EXHIBIT A
TO
FIRST SUPPLEMENTAL BOND PURCHASE AGREEMENT

FORM OF REPLACEMENT BOND

* * * * *

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
INDUSTRIAL BUILDING REVENUE BOND, SERIES 2015
(PADUCAH RIVERFRONT HOTEL, LP PROJECT)

<u>Bond Number</u>	<u>Original Issue Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
R-2	November 4, 2015	May 1, 2037	\$10,520,117.13

The CITY OF PADUCAH, KENTUCKY (the “Issuer”), for consideration received, promises to pay to INDEPENDENCE BANK OF KENTUCKY, Paducah, Kentucky or registered assigns, but solely from the sources and in the manner hereinafter referred to, the Principal Amount, and to pay interest on the Principal Amount outstanding from time to time from the date hereof through the Second Optional Tender Date, as defined below, at a per annum interest rate equal to four and seventy-five one-hundredths percent (4.75%).

Interest on the Principal Amount outstanding hereunder (including previously deferred interest) shall be payable in eight (8) equal monthly payments due on the first day of each month in the amount of \$82,221.93, beginning on June 1, 2022. Beginning on February 1, 2023 and continuing to and including May 1, 2027, interest on the Principal Amount outstanding hereunder and principal shall be payable on the first day of each calendar month in equal installments of \$82,221.93 being an amount calculated to fully amortize the outstanding Principal Amount of the Bonds , through the Final Maturity Date plus eight months at the interest rate then borne by the Bonds. Beginning on May 1, 2027 (the “Second Optional Tender Date”), this Bond shall bear interest either (i) at such rate as shall be set forth in a supplemental bond purchase agreement among the Issuer, the Tenant, and the Holder, as hereinafter defined, to be delivered on or before the Second Optional Tender Date or any Tender Date, as hereinafter defined, thereafter or (ii) if no such supplemental bond purchase agreement is executed and delivered, at the Default Rate. Commencing on the first day of each calendar month (the “Interest Payment Date”) next succeeding a Tender Date, interest on the Principal Amount outstanding hereunder and principal shall be payable in monthly installments on each such Interest Payment Date, with the monthly payments of principal and interest being equal and being in an amount calculated to fully amortize the Principal Amount of the Bonds outstanding through the Final Maturity Date plus eight months at the interest rate then borne by the Bonds. The final payment due hereunder on May 1, 2037 shall be in an amount equal to the principal balance of the Bonds on such date, plus accrued interest.

All payments made hereunder shall be first credited to interest (first currently accrued and then previously foregone) and then credited to principal. Interest shall be calculated on a 360 day

year, actual days elapsed basis. This Bond shall mature and all unpaid principal of, premium, if any, and accrued and unpaid interest on this Bond shall be and become due and payable in full on May 1, 2037.

On the Second Optional Tender Date, and on each fifth May 1 thereafter, through and including the Final Maturity Date (each a “Tender Date”), the Holder shall have the option, unless waived in writing by the Holder, to tender for purchase at 100% of the principal amount thereof, all, but not less than all, of the Bonds owned by such Holder. The purchase price for such Bonds shall be payable in lawful money of the United States of America, shall equal the outstanding principal amount thereof, plus accrued interest to the Tender Date, and shall be paid in full on the applicable Tender Date from the Lease Payments due under the Agreement of Lease.

To exercise the option granted above, the Holder shall (1) no earlier than ninety days before the Tender Date give notice to the Tenant and Servicing Agent by telecopy or in writing which states (i) the name and address of the Holder, (ii) the principal amount of the Bonds to be purchased, (iii) that such Bonds are to be purchased on such Tender Date pursuant to the terms hereof, and (iv) that such notice is irrevocable; (2) no later than 10:00 a.m. according to the local time at the principal office of the Servicing Agent on the fifth day preceding such Tender Date (or the next preceding Business Day if such fifth day is not a Business Day), deliver to the principal office of the Servicing Agent the Bonds to be purchased in proper form, accompanied by fully completed and executed instructions to sell (“Instructions to Sell”), the form of which shall be printed on the Bonds.

Any Bonds not delivered by Holders who have elected to tender such Bonds shall nevertheless be deemed to be tendered for purchase by the Tenant. Subject to the right of such non-delivering Holders to receive the purchase price of such Bonds and interest accrued thereon to the day preceding the applicable Tender Date, such Bonds shall be null and void and the Servicing Agent shall authenticate and deliver new Bonds in replacement thereof pursuant to the remarketing of such Bonds by the Tenant or the pledge of such Bonds to the Tenant in lieu of remarketing such Bonds. Bonds held by the Tenant that are remarketed to another Holder shall thereupon be registered in the name of such Holder.

While tendered Bonds are in the custody of the Servicing Agent pending purchase pursuant hereto, the tendering Holders thereof shall be deemed the owners thereof for all purposes, and interest accruing on tendered Bonds through the day preceding the applicable Tender Date is to be paid from the Bond Account as if such Bonds had not been tendered for purchase. Any Bonds tendered for purchase in accordance with the foregoing provisions and remaining unpaid shall thereafter bear interest at the Default Rate until paid.

Notwithstanding anything herein to the contrary, any Bond or portion thereof tendered under the foregoing provisions will not be purchased if such Bond matures or is redeemed on or prior to the applicable Tender Date.

If any Interest Payment Date, date of maturity of this Bond, Tender Date, or date fixed for redemption of this Bond, is not a Business Day, then payment of the applicable interest, principal, purchase price or redemption price may be made on the next succeeding Business Day with the same force and effect as if such payment were made on such Interest Payment Date, date of

maturity, Tender Date or date fixed for redemption and interest shall accrue from the scheduled date of any maturity, redemption or tender due date of this Bond until the Business Day on which such payment is made.

As used in this Bond, the terms “Bond Account”, “Bond Purchase Agreement”, “Bond Service Charges”, “Mortgage”, “Lease Payments”, “Payment in Full of the Bond”, “Revenues”, and “Servicing Agent” have the meanings assigned to them in the Agreement of Lease dated as of November 1, 2015 (the “Lease Agreement”) between the Issuer and Paducah Riverfront Hotel, LP (the “Tenant”).

This Bond is one of the duly authorized Industrial Building Revenue Bonds, Series 2015 (Paducah Riverfront Hotel, LP Project) issued under an ordinance adopted by the Issuer on August 11, 2015 (the “Bond Legislation”), in a maximum principal amount of \$12,000,000, for the purpose of financing the costs of acquiring, constructing, equipping, and installing property comprised of an industrial building to be owned by the Issuer and leased to the Tenant for use as a hotel (the “Project”) within the jurisdictional boundaries of the Issuer. The Project is being undertaken in order to promote the economic welfare of the people of the Commonwealth of Kentucky and of the Issuer by creating jobs and employment opportunities.

This Bond shall be callable for redemption in whole or in part on any date in the event of exercise by the Tenant of its option to redeem the Bonds in full or in part as provided in Section 11.1 or Section 11.2(c)(i) or (c)(ii) of the Lease Agreement. The redemption date in any such event shall be the Interest Payment Date set by the Tenant for the prepayment of the Bonds in accordance with such provisions of the Lease Agreement. The redemption price for this Bond (or portion thereof) in any such event shall be the principal amount of this Bond (or portion thereof) to be redeemed, plus accrued interest thereon to the redemption date, without Redemption Premium.

This Bond shall also be callable for redemption in whole or in part on any date in the event of exercise by the Tenant of its option to redeem the Bonds in full or in part as provided in Section 11.2 (a), (b), (c)(iii) or Section 11.5 of the Lease Agreement. The redemption date in any such event shall be the Interest Payment Date set by the Tenant for the prepayment of the Bonds in accordance with such provisions of the Lease Agreement. The redemption price for this Bond (or portion thereof) in any such event shall be the principal amount of this Bond (or portion thereof) to be redeemed, plus accrued interest thereon to the redemption date.

The obligation of the Issuer to make payments of principal and interest on the principal amount of this Bond which remains outstanding after any partial redemption shall not be affected by such partial redemption, such partial redemption operating instead to pay and redeem the principal of this Bond at dates earlier than the originally scheduled principal amortization or payment date or dates, in inverse chronological order.

Notice from the Tenant to the Holder that the Bonds are to be prepaid in whole or in part pursuant to the Lease Agreement shall also constitute the call by the Issuer of a portion or all, as the case may be, of the principal amount hereof then outstanding, and no separate notice from the Issuer to the Holder shall be required.

All Bond Service Charges shall be payable in lawful money of the United States of America at the principal office of the Servicing Agent, by check or draft. Any Bond Service Charges not paid when due, together with interest thereon at the Interest Rate for Advances, shall continue as an obligation of the Issuer until paid.

Upon Payment in Full of this Bond, it shall, at the option of the Issuer, either be destroyed with evidence of destruction provided by the Holder to the Issuer, or be marked "Paid in Full" by the Holder and returned to the Issuer.

This Bond is secured by an assignment of the Lease Agreement and by the Assignment of Rents and the Mortgage, all of which are on file in the offices of the Holder.

This Bond is issued pursuant to the Constitution of the Commonwealth of Kentucky and to the statutes of the Commonwealth, particularly Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes as amended, and the Bond Legislation. This Bond is a special obligation of the Issuer, and the Bond Service Charges are payable solely from, and such payments are secured by a pledge of and lien on, the Bond Account and the Revenues, and are not otherwise an obligation of the Issuer. THIS BOND, THE BOND LEGISLATION, THE MORTGAGE, THE LEASE AGREEMENT, AND THE BOND PURCHASE AGREEMENT DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER. Lease Payments sufficient for the payment when due of the Bond Service Charges are required by the Lease Agreement to be paid by the Tenant to the Servicing Agent for the account of the Issuer for deposit in the Bond Account, and have been duly pledged for that purpose. Reference is hereby made to the Lease Agreement and Bond Purchase Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties, and obligations of the Issuer and the Holder, and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Lease Agreement and Bond Purchase Agreement each Holder, by the acceptance hereof, assents.

If this Bond or any portion hereof is duly called for redemption as herein provided, and if on the redemption date moneys for the payment of the applicable redemption price shall have been provided to the Servicing Agent so as to be available for the payment thereof, then from and after such redemption date this Bond or such portion hereof shall cease to bear interest.

If an Event of Default, as defined in the Lease Agreement, shall occur, the principal of this Bond then outstanding may be declared due and payable in the manner and with the effect provided by the Lease Agreement.

This Bond shall not constitute the personal obligation, either jointly or severally, of the Issuer, the Board of Commissioners of the Issuer, or the officers of the Issuer.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of this Bond in order to make it a legal, valid, and binding special obligation of the Issuer in accordance with its terms, and before and in the execution and delivery of the First Supplemental Bond Purchase Agreement, have been done and performed and have happened in regular and due

form as required by law, and that this Bond does not exceed or violate any constitutional or statutory limitation.

[Signature Page to follow]

SIGNATURE PAGE TO SERIES 2015 BOND

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and City Clerk, all as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

(Please print or typewrite name and address of transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints:
_____ attorney to transfer the within bond on
the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature

In the presence of:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular without alteration or enlargement or any change whatever.

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: Approve Interlocal Cooperation Agreement with the City of Mayfield for Building Inspection Services - **S KYLE**

Category: Ordinance

Staff Work By: Steve Kyle, Daron Jordan, Michelle Smolen, Lindsay Parish, Denton Law Firm
Presentation By: Steve Kyle

Background Information: On December 10, 2021, the City of Mayfield experienced a catastrophic storm, resulting in extensive damage to or destruction of over 700 structures and minor damage to at least 400 structures within its city limits. The repair and/or replacement of these structures will require significant involvement of the City of Mayfield's Office of Planning, Building, and Code Enforcement to ensure compliance with the City's building code. This ordinance approves an Interlocal Agreement between the City of Paducah and the City of Mayfield to assist the City of Mayfield with building inspection and plan review in order to facilitate the replacement and repair of the damaged structures. The duration of the Interlocal Agreement until June 30, 2024. Prior to expiration of the agreement, the City Commission may approve renewal of the Agreement for an additional 3 year term upon agreement of the parties at least 90 days prior to the expiration of the initial term.

This agreement provides for the City to charge its customary fees for plan review and inspections, plus mileage and fuel and an increased fee for work performed outside of the City of Paducah's regular work hours. The City of Paducah retains the right to prioritize building inspection and plan review for its own jurisdiction.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Interlocal Agree – Mayfield Building Inspection Plan Review

ORDINANCE NO. 2022-_____-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH
THE CITY OF MAYFIELD, KENTUCKY, REGARDING BUILDING
INSPECTION AND PLAN REVIEW SERVICES; AND AUTHORIZING THE
EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, on December 10, 2021, the City of Mayfield experienced a catastrophic storm, resulting in extensive damage to or destruction of over 700 structures and minor damage to at least 400 structures within its city limits; and

WHEREAS, the repair and/or replacement of these structures will require significant involvement of the City of Mayfield's Office of Planning, Building, and Code Enforcement to ensure compliance with the City's building code; and

WHEREAS, the City of Paducah is willing to assist the City of Mayfield with building inspection and plan review in order to facilitate the replacement and repair of the damaged structures; and

WHEREAS, the City of Paducah and the City of Mayfield do now desire to execute a formal agreement regarding the services to be provided by the City of Paducah to the City of Mayfield.

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Interlocal Cooperation Agreement (the "Agreement") by and between the City of Paducah, Kentucky, the City of Mayfield, Kentucky, in substantially the same form attached hereto and made part hereof as **Exhibit A**. Further, the Mayor of the City is hereby authorized to execute the Agreement and all documents relating to same with such changes in the agreements not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

SECTION 2. Agreement Duration. That the duration of said agreement shall be Effective Date of this Agreement and ending on June 30, 2024. This Agreement may be renewed for one (1) additional three (3) year term, upon agreement of the parties at least ninety (90) days prior to expiration of the initial term. Said agreement shall be approved by formal action of the Board of Commissioners of the City of Paducah, Kentucky.

SECTION 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Interlocal Agree – Mayfield Building Inspection Plan Review

Exhibit A

238321

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and executed this ____ day of _____, 2022 by and among the CITY OF PADUCAH, KENTUCKY and the CITY OF MAYFIELD, KENTUCKY.

WITNESSETH:

WHEREAS, on December 10, 2021, the City of Mayfield experienced a catastrophic storm, resulting in extensive damage to or destruction of over 700 structures and minor damage to at least 400 structures within its city limits; and

WHEREAS, the repair and/or replacement of these structures will require significant involvement of the City of Mayfield's Office of Planning, Building, and Code Enforcement to ensure compliance with the City's building code;

WHEREAS, the City of Paducah is willing to assist the City of Mayfield with building inspection and plan review in order to facilitate the replacement and repair of the damaged structures;

WHEREAS, the City of Paducah and the City of Mayfield do now desire to execute a formal agreement regarding the services to be provided by the City of Paducah to the City of Mayfield as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the City of Paducah and the City of Mayfield do covenant and agree as follows:

1. Purpose. Pursuant to the Interlocal Cooperation Act, KRS 65.210 *et seq.*, the City of Paducah and the City of Mayfield hereby enter into this Agreement, whereby the City of Mayfield engages the services of the City of Paducah to assist with building inspection and building plan review.

2. Duration. This Agreement shall remain in full force and effect for a period beginning on the Effective Date of this Agreement and ending on June 30, 2024. This Agreement may be renewed for one (1) additional three (3) year term, upon agreement of the parties at least ninety (90) days prior to expiration of the initial term.

3. Termination. Any provision herein to the contrary notwithstanding, the City of Paducah or the City of Mayfield may terminate this Agreement at any time, with or without cause, by providing least ninety (90) days written notice. Upon termination of this Agreement for any reason, the City of Mayfield shall compensate the City of Paducah for any services performed up to the date of termination.

4. Administration. This Agreement shall be administered by the City of Mayfield.

5. Statement of Powers Delegated/Requested. Upon request of the City of Mayfield, the City of Paducah shall assist with the review of building plans and the performance of building inspections. The City of Mayfield shall provide the City of Paducah with the plans for review and/or information regarding the location of the property requiring inspection. In performing the services hereunder, the City of Paducah shall apply the standards and requirements of the Commonwealth of Kentucky.

6. Financing. The City of Paducah will charge its customary fees for plan review and property inspection, as may be amended from time to time. Additionally, the City of Mayfield agrees to compensate the City of Paducah at the rate of \$52.50 per hour, plus \$2.00 per hour for mileage and fuel. This rate shall be increased to \$72.00 per hour, plus \$2.00 per hour for mileage and fuel, for any work performed outside of the City of Paducah's regular work hours, as defined below. The parties agree that these rates shall be adjusted from time to time based upon pay increases granted to the City of Paducah's employees by the Paducah City Commission.

7. Work Day and Overtime. The City of Paducah's work day for assisting the City of Mayfield will be 0800hrs to 1630hrs. Work scheduled outside of these hours will require the City of Mayfield's authorization for potential overtime. Overtime may be requested on behalf of the City of Paducah by Fire Chief Steve Kyle or his designee and may be granted on behalf of the City of Mayfield by Fire Chief Jeremy Creason, or his designee. The parties may document a general approval of overtime work as needed. The City of Mayfield agrees to compensate the City of Paducah for overtime at the rates stated above.

8. Priority for Building Inspection and Plan Review. The City of Paducah retains the right to prioritize building inspection and plan review for its own jurisdiction. The City of Paducah shall notify the City of Mayfield in the event that the volume of work either in the City of Paducah or the City of Mayfield exceeds the City of Paducah's resources. The City of Paducah shall have the ability to temporarily defer further intake of the City of Mayfield's work load until resources can accommodate. Upon the City of Paducah's ability to accommodate, deferment will be lifted.

9. Insurance. The parties shall notify their liability insurance carriers of this Agreement. The City of Paducah is to be listed as an additional insured on the City of Mayfield's insurance policy in regard to its involvement with implementing the provisions of this Agreement. Likewise, the City of Mayfield is to be listed as an additional insured on the City of Paducah's insurance policy in regard to its involvement with implementing the provisions of this Agreement. A copy of this Agreement shall be forwarded to the cities' liability insurance carriers upon final approval by all parties.

10. Indemnification. The City of Mayfield agrees to indemnify and save harmless Paducah from any and all claims, suits, damages, costs, attorney's fees, losses and expenses in any manner resulting from, or arising out of, or connected with the performance of the services contemplated herein.

11. Miscellaneous Provisions.

A. This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, presentations and understandings are merged herein.

B. This Agreement shall not be modified or altered, except by written amendment approved by all parties hereto.

C. Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally or if delivered by U.S. mail. Any notices delivered hereunder shall be sent to the addresses set forth as follows:

If to the City of Mayfield:

CITY OF MAYFIELD
ATTN: MAYOR
1257 CUBA RD
MAYFIELD KY 42066

If to the City of Paducah:

CITY OF PADUCAH
ATTN: CITY MANAGER
PADUCAH KY 42001

D. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky.

E. Any term or provision of this Agreement, which is invalid or unenforceable by virtue of any statute, ordinance, court order, court ruling, final administrative order or otherwise, shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

F. The City of Paducah and the City of Mayfield each binds itself, its successors, assigns and legal representatives to the other party with respect to all covenants, agreements and obligations contained in this Agreement. Neither party shall assign the Agreement or any rights or obligations hereunder.

G. No action or failure to act by either party will constitute a waiver of any right or duty of such party under this Agreement, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

10. Effective Date. This Agreement shall be effective on the date when this Agreement

is executed by the parties hereto after approval by the Department for Local Government as required by KRS 65.260.

IN WITNESS WHEREOF the parties hereto have set their hands on the date below written.

CITY OF PADUCAH, KENTUCKY

ATTEST:

By _____
George Bray, Mayor

City Clerk

Date _____

CITY OF MAYFIELD, KENTUCKY

ATTEST:

By _____
Kathy O’Nan, Mayor

City Clerk

Date _____

COMMONWEALTH OF KENTUCKY
OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT
1 0 2 4 CAPITAL CENTER DRIVE, SUITE 3 4 0 -
FRANKFORT, KENTUCKY 4 0 6 0 1 - 8 2 0 4
(502) 573-2382

INTERLOCAL COOPERATION AGREEMENT

Between

City of Paducah, Kentucky
City of Mayfield, Kentucky

Approved _____, 2022

By: _____
Commissioner, Department of Local Government

Agenda Action Form

Paducah City Commission

Meeting Date: May 24, 2022

Short Title: FY2023 Budget Message & Ordinance - **D JORDAN & J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, Audra Kyle, Kamra Davenport, Kristi Gray

Presentation By: Daron Jordan, Jonathan Perkins

Background Information: **The proposed Fiscal Year 2023 budget....**

1. Includes all annual debt service payment obligations;
2. Includes 3% wage adjustments as contractually obligated for IAFF, FOP, and AFSCME; and, 3% for non-represented full-time employees;
3. Allows for the minimum 10% General, Investment and Solid Waste Funds reserve requirement;
4. Utilizes 'unreserved cash balances' from the General Fund (\$2.5 million);
5. Includes the State mandated 12% pension contribution increase for hazardous duty employees;
6. Includes appropriations for several outside agencies;
7. Assumes a 4% increase in real estate property tax levy (to be voted in separate tax levy ordinance in fall of 2022).

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend the BOC approve the FY2023 budget proposal

Attachments:

1. FY2023 Ordinance narrative (1)
2. FY23 Annual Operating Budget - Funds

ORDINANCE NO. 2022-06-

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

WHEREAS, an Annual Operating Budget proposal has been prepared and delivered to the Board of Commissioners of the City of Paducah, KY; and,

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky as follows:

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

Section 3. 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 appropriations. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted appropriations. 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 \$600,000.

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 Exhibit Number 1.

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 Board of Commissioners shall be notified five calendar days prior to obligation of the proposed 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. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.

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. Department Directors shall be responsible for keeping all appropriated accounts within their respective department positive.

G. As 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, and leased to respective departments for use.

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. 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.

J. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2022) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2023, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

K. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund is funded with a 1/2 cent portion of 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, property tax relief, and pension obligations.

L. The Oak Grove Cemetery (PF0048) project will be funded in the following manner: 20% of all cemetery lot sales, and 20% 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 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 5. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

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:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 24, 2022
Adopted by the Board of Commissioners, June 14, 2022
Recorded by Lindsay Parish, City Clerk, July____, 2022
Published by The Paducah Sun,
ORD\FINANCE\Budget FY2023

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2023 (July 1, 2022 to June 30, 2023)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 98,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,500
Grants	1,160,000	926,110	-	0	55,000	-	-	2,141,110
Interest Income	150,000	116,400	-	9,000	20,000	33,000	120,050	448,450
Bond Proceeds	-	0	-	-	-	-	-	-
Charges for Service	781,280	35,000	-	-	4,659,100	5,427,730	0	10,903,110
Other Fees	67,000	-	25,000	-	0	-	500	92,500
Occupational License	28,956,000	7,640,000	-	655,305	-	-	-	37,251,305
Permits & Fees	586,000	-	-	-	5,500	-	-	591,500
Property Rent	439,090	295,570	-	0	36,000	1,073,715	-	1,844,375
Property Taxes	7,882,500	-	-	-	-	-	-	7,882,500
Recreation Fees	83,000	-	-	-	-	-	-	83,000
Sales	23,500	-	-	-	115,000	25,500	264,000	428,000
Other Taxes	-	1,144,000	-	-	-	-	-	1,144,000
Total	\$ 40,226,870	\$ 10,187,080	\$ 25,000	\$ 664,305	\$ 4,890,600	\$ 6,559,945	\$ 384,550	\$ 62,938,350
Fund Transfers In	\$ 515,700	\$ 2,354,920	\$ 1,735,000	\$ 2,900,015	\$ 38,035	\$ 357,100	\$ 260,000	\$ 8,160,770
Total Sources	\$ 40,742,570	\$ 12,542,000	\$ 1,760,000	\$ 3,564,320	\$ 4,928,635	\$ 6,917,045	\$ 644,550	\$ 71,099,120
Expenditures:								
Administration	\$ 2,130,145	\$ -	\$ 555,000	\$ -	\$ -	\$ -	\$ -	\$ 2,685,145
Finance	1,316,613	5,122,600	-	3,555,320	-	6,968,155	-	16,962,688
Information Technology	1,244,749	-	-	-	-	-	-	1,244,749
Customer Experience	454,898	-	-	-	-	-	-	454,898
Planning	812,771	-	280,000	-	-	-	-	1,092,771
Police	13,020,856	90,800	25,000	-	-	-	-	13,136,656
Fire	10,724,895	-	135,000	-	-	-	-	10,859,895
Public Works	4,804,248	1,601,280	580,000	-	6,503,191	806,964	-	14,295,683
Parks	3,740,805	-	40,000	-	164,557	-	-	3,945,362
Cable Authority	85,370	-	-	-	-	-	-	85,370
Human Rights	16,971	-	-	-	-	-	-	16,971
Engineering	1,742,706	-	145,000	-	-	-	-	1,887,706
Human Resources	529,598	-	-	-	-	-	-	529,598
Investment Fund	-	1,030,730	-	-	-	-	-	1,030,730
E911	-	2,429,610	-	-	-	-	-	2,429,610
Solid Waste	-	-	-	-	-	-	-	0
Pensions	-	-	-	-	-	-	1,030,975	1,030,975
Fund Transfers Out	2,652,160	21,935,450	-	-	397,460	75,700	-	25,060,770
Total Expenditures	\$ 43,276,785	\$ 32,210,470	\$ 1,760,000	\$ 3,555,320	\$ 7,065,208	\$ 7,850,819	\$ 1,030,975	\$ 96,749,577
Reserves Utilized	\$ (2,534,215)	\$ (19,668,470)	\$ -	\$ 9,000	\$ (2,136,573)	\$ (933,774)	\$ (386,425)	\$ (25,650,457)