



**CITY COMMISSION MEETING
AGENDA FOR JUNE 14, 2022
5:00 PM
PADUCAH CITY HALL
300 SOUTH 5TH STREET
PADUCAH, KY 42003**

*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

NEW EMPLOYEE INTRODUCTIONS Eric Stuber - Chief Technology Director

PRESENTATION Joint Sewer Agency Update - John Hodges, Executive Director

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 24, 2022
		B.	Receive & File Documents
		C.	Reappointment of Susan Carr to the Paducah-McCracken County Joint Sewer Agency
		D.	Reappointment of Thomas M. Whittemore and Kiesha Curry to the Paducah Area Transit System Board
		E.	Appointment of Edward Box to the Civil Service Commission
		F.	Personnel Actions
		G.	Contract with Systems Solutions for security camera system repair/upgrade and security access control for the Police Department \$50,283.70 - B LAIRD

		H.	Acceptance of 2021 Ky Office of Homeland Security Grant Award in the amount of \$93,900 - B LAIRD
		I.	Approval to Purchase a SCANNA MSC Inc. for ScanSilc Portable X-ray Unit and Accessories for \$93,864 - B LAIRD
		J.	Tyler Technologies Annual Software Maintenance Agreement in the amount of \$79,789.05 - B LAIRD
		K.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Smithland Fire Department - C YARBER
		L.	Purchase of Rollout Containers, Lids & Replacement Parts from Toter, Inc. - C YARBER
		M.	Acceptance of Kentucky Department of Environmental Protection Crumb Rubber Grant Award in the amount of \$22,000 - A CLARK
		N.	Approve the updated Job Grade Schedule for Fiscal Year 2023 - S WILCOX
		O.	Approve the Position and Pay Schedule for Fiscal Year 2023 - S WILCOX
	II.	<u>MUNICIPAL ORDERS</u>	
		A.	Approve Contract between City of Paducah and Paducah Convention & Visitors Bureau in the amount of \$25,000 for the Spring 2022 Quilt Show - D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Paducah Riverfront Hotel (Holiday Inn) Industrial Building Revenue Bond Series 2015 Interest Rate Reset - Phil Little, McMurry & Livingston, PLLC
		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.	Approve Interlocal Cooperation Agreement with the City of Mayfield for Building Inspection Services - S KYLE
		D.	FY2023 Budget Ordinance - D JORDAN & J PERKINS
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	

		A.	Zoning Text Amendments - J SOMMER
		B.	Consensual Annexation of 5345 Hinkleville Road - J SOMMER
	V.	<u>DISCUSSION</u>	
		A.	Commission Priorities Update - M SMOLEN
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

May 24, 2022

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, May 24, 2022, at 5:00 p.m., at the Paducah Recreation Center, located at 1527 Martin Luther King Jr. Drive, Paducah, Kentucky, 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 Guess led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR'S REMARKS

Communications Manager, Pam Spencer, provided the following summary:

“Mayor Bray reiterated the importance of the work underway by the 911 Communication Oversight Committee and the sense of urgency in addressing the issue of the radio infrastructure that has reached its end of life along with the determination of a funding structure. The Committee has been meeting since January.”

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 May 10, 2022, Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Contract File:</u> <ol style="list-style-type: none">1. Change Order #1 – Jim Smith Contracting – Flap Gate Replacement Project ORD 2022-04-87312. Fleet Maintenance Agreement between City of Paducah and Burna Fire District – MO #25703. Fleet Maintenance Agreement between City of Paducah and Graves County Fiscal Court (Mayfield-Graves County Ambulance Service) MO #25714. Amendment 9 – Federal Engineering – 911 Upgrade Project – MO #25725. Real Estate Purchase Agreement between City of Paducah and Cathy Priest – 3181 Jackson Street – MO #25746. Consent and Release – Deborah Alston Edmonds and Eddie Edmonds – 5630 Buckner Lane (Signed by Melanie Townsend) <u>Financials File:</u> <ol style="list-style-type: none">1. March Investment Summary – City of Paducah2. Major Funds Summaries of Revenues and Expenditures – City of Paducah – Period ending February 28, 2022 <u>Bids File:</u> <ol style="list-style-type: none">1. South 25th Street Improvement Project<ol style="list-style-type: none">a. Central Paving Co. of Paducah (winning bid)b. Jim Smith Contracting
I(C)	Personnel Actions

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I(D)	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 (MO #2575; BK 12)
I(E)	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 (MO #2576; BK 12)
I(F)	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 (MO #2577; BK 12)
I(G)	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 (MO #2578; BK 12)
I(H)	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 (MO #2579; 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

APPROVE PROGRAMMATIC AGREEMENT BETWEEN MARAD, KY STATE HISTORIC PRESERVATION OFFICE, OSAGE NATION, USACE, AND THE CITY OF PADUCAH – BUILD GRANT

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “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”

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Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2580; BK 12)**

APPROVE WORKER SUPPLY AGREEMENT WITH WISE STAFFING

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2581; BK 12)**

APPROVE EMPLOYMENT AGREEMENT – ERIC STUBER – CHIEF TECHNOLOGY DIRECTOR

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2582; BK 12)**

ORDINANCE ADOPTIONS

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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-05-8735; BK 36)**

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

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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.” 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2022-05-8736; BK 36)

ORDINANCE INTRODUCTIONS

REPEAL AND REPLACE CHAPTER 108 “TELECOMMUNICATION” OF THE CODE OF ORDINANCES

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE REPEALING AND REPLACING CHAPTER 108 “TELECOMMUNICATIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This ordinance repeals and replaces Chapter 108 “*Telecommunications*” of the Code of Ordinances of the City of Paducah in its entirety. The purpose of this ordinance is to establish local policy, guidelines, standards, and time frames with respect to the regulation of telecommunications providers and to promote competition in telecommunications. Additionally, this ordinance allows the City of Paducah to permit and manage reasonable access to Rights-of-ways of the City for telecommunication purposes and conserve the limited physical capacity of Rights-of-way held in public trust by the City. This ordinance creates a non-exclusive franchise allowing telecommunications providers to bid for 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. This ordinance requires fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way including an application fee in a non-refundable amount of five thousand dollars (\$5,000) and franchise fee payments as set out herein.

As required by KRS 83A.060, the following sections of the Ordinance are set forth and shall be published in their entirety:

108-30(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.

108-31(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.

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

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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 lineal 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.

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- (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.

PUBLIC COMMENT

Preston Ursini made comments related to the fees in the proposed telecommunications ordinance.

APPROVAL – CONTRACT MODIFICATION #1 – INCREASE SCOPE IN PROFESSIONAL SERVICES CONTRACT WITH HDR, INC, FOR DREDGING PROJECT IN THE AMOUNT OF \$86,200

Commissioner Wilson offered motion, seconded by Commissioner Henderson that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: 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. This expenditure shall be charged to the Dredging Project Account DT0047.

PADUCAH RIVERFRONT HOTEL (HOLIDAY INN) INDUSTRIAL BUILDING REVENUE BOND SERIES 2015 INTEREST RATE RESET

Commissioner Gault offered motion, seconded by Commissioner Guess that the Board of Commissioners introduce an Ordinance entitled, “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)

May 24, 2022

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.” This Ordinance is summarized as follows: This Ordinance amends and supplements an Ordinance 2015-8-8283 of the City previously adopted on August 25, 2015 (hereinafter titled the “Prior Ordinance”). The Prior Ordinance authorized the issuance of the City of Paducah, Kentucky, Industrial Building Revenue Bond, Series 2015 (Paducah Riverfront Hotel, LP Project) in an amount up to \$12,000,000 (the “Series 2015 Bond”) to finance the costs of the acquisition, construction, installation, and 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”). Certain terms of the Series 2015 Bond are governed by 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 (the “Original Purchaser”). The Amending Ordinance authorizes the amendment of the Bond Purchase Agreement and the Series 2015 Bond to require an interest rate per annum of 4.75% to apply to the Series 2015 Bond from May 1, 2022 to April 30, 2027 and to provide for eight consecutive monthly interest-only payments beginning June 1, 2022. The Prior Ordinance provides that pursuant to Sections 103.200 through 103.285, inclusive, of the Kentucky Revised Statutes, the Series 2015 Bond will constitute a special and limited obligation of the City payable solely from receipts and security derived from the Tenant.

FY2023 BUDGET ORDINANCE

Commissioner Guess offered motion, seconded by Commissioner Gault that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2022, through June 30, 2023, by estimating revenues and resources and appropriating funds for the operation of City Government at \$96,749,577, and summarized by fund as follows:

May 24, 2022

	<u>FUNDS</u>	<u>APPROPRIATIONS</u>
1000	GENERAL	\$ 43,276,785
2300	MAP	1,601,280
2400	INVESTMENT	5,810,790
2600	CDBG	200,000
2000	E911	2,571,530
2700	COURT AWARDS	90,800
2800	ROOM TAX	1,840,000
3000	DEBT	3,555,320
4000	CIP	1,760,000
4200	BOND FUND	19,800,000
5000	SOLID WASTE	6,900,651
5300	TRANSIENT BOAT DOCK	129,112
5100	CIVIC CENTER	35,445
1100	RENTAL	132,210
1200	RADIO DEPR	163,860
7000	FLEET MAINTENANCE	806,964
7100	FLEET LEASE TRUST	2,013,695
7200	INSURANCE	1,364,560
7300	HEALTH INSURANCE	3,665,600
8100	PFPF	945,655
8400	OTHER TRUSTS	<u>85,320</u>
		<u>\$ 96,749,577</u>

PUBLIC COMMENTS

- George Thomas – spoke about desire to create an African-American Cultural Center
- Mike Reed – made comments about morality in schools and local government’s chance to bring morality back.

COMMENTS

City Manager Daron Jordan expressed his thanks to staff and WKCTC for the effort it took to move the Commission Meeting from City Hall to the Paducah Recreation Center.

ADJOURN

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

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

TIME ADJOURNED: 6:14 p.m.

ADOPTED: June 14, 2022

May 24, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

June 14, 2022

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Special Called Meeting Notice of the Board of Commissioners – May 24, 2022 – change in location

Contract File:

1. Title Exam and Real Estate Purchase Agreement – 3179 Jackson Street – MO #2573
2. Programmatic Agreement between MARAD, KY State Historic Preservation Office, Osage Nation, USACE and the City of Paducah – BUILD Grant – MO #2580
3. Worker Supply Agreement – Wise Staffing Group – MO #2581
4. Employment Agreement – Eric Stuber – Chief Technology Director – MO #2582

Financials File:

1. Paducah Water Works – month ending April 30, 2022

CITY OF PADUCAH
June 14, 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

6/9/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
June 14, 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>
Adams, Meghan	Recreation Leader - Intern	\$10.00/hr	NCS	Non-Ex	May 24, 2022
Brewer, Adeline	Pool Attendant	\$9.50/hr	NCS	Non-Ex	May 23, 2022
Carter, DominiQue	Recreation Leader - Intern	\$10.00/hr	NCS	Non-Ex	May 26, 2022
Durfee, Weslyn	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 23, 2022
Grogan, Jeremiah	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 23, 2022
Meadows, Elise	Pool Attendant	\$9.50/hr	NCS	Non-Ex	May 23, 2022
Stewart, Weston	Pool Attendant	\$9.50/hr	NCS	Non-Ex	May 23, 2022

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-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>
Grogan, Wes	Lifeguard \$10.00/hr	Assistant Pool Manager \$11.00/hr	NCS	Ex	May 23, 2022
Kirks, Kennedy	Lifeguard \$10.50/hr	Pool Manager \$11.50/hr	NCS	Ex	May 19, 2022

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

<u>FINANCE</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>
Cole, Corie K.	Accountant \$22.70/hr	Accountant \$23.38/hr	NCS	Ex	June 16, 2022
Gipson, Erica	Revenue Technician \$18.84/hr	Revenue Technician II \$20.72/hr	NCS	Non-Ex	June 16, 2022
Freeman, Kari L.	Senior Administrative Assistant \$19.46/hr	Senior Administrative Assistant \$19.95/hr	NCS	Non-Ex	June 16, 2022
<u>TECHNOLOGY</u>					
Powell, Kaitlyn	Network Administrator \$24.09/hr	Network Administrator \$24.57/hr	NCS	Ex	March 24, 2022
Cooper, Tina	Help Desk Technician \$22.91/hr	Help Desk Technician \$23.37/hr	NCS	Non-Ex	March 24, 2022
<u>PUBLIC WORKS</u>					
Kelly, Phillip C.	ROW - Street \$20.80/hr	Fleet Mechanic II \$20.80/hr	NCS	Non-Ex	June 2, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Downing Jr., David W.	Parks Maintenance Supervisor	Termination	May 20, 2022
<u>PUBLIC WORKS</u>			
Green, Brian W.	Traffic Technician	Resignation	May 20, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Contract with Systems Solutions for security camera system repair/upgrade and security access control for the Police Department \$50,283.70 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joe Hayes, Brian Laird

Presentation By: Brian Laird

Background Information: The current security camera system at the police department was installed several years ago and several cameras are not functioning. Repairs to the system require upgrading hardware and software components. The new system includes server-based storage in lieu of the current DVR system. The contract also includes upgrading the access control system. These systems are the same hardware/software that was installed at City Hall and will allow for our current access cards to be used at both locations.

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: Approve contract

Attachments:

1. MO - agree – System Solutions Police Department Security System
2. Scope of Work - Milestone Camera System - 2
3. Camera Quote
4. Access Control Quote

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SYSTEM SOLUTIONS OF PADUCAH, KENTUCKY IN AN AMOUNT OF \$50,283.70 FOR PROCUREMENT OF SECURITY SYSTEM SOFTWARE AND HARDWARE FOR THE PADUCAH POLICE DEPARTMENT

WHEREAS, in 2019 the City of Paducah authorized an agreement with System Solutions for procurement of a security system for City Hall; and

WHEREAS, the City of Paducah now wishes to enter into an agreement with System Solutions for additional security system hardware and software for the Paducah Police Department; and

WHEREAS, a written determination has been made by the City Manager that this constitutes a sole-source purchase and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(2).

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

SECTION 1. That the Mayor is hereby authorized to execute an Agreement with System Solutions of Paducah, KY, for procurement of a security system hardware and software for the Paducah Police Department.

SECTION 2. This agreement shall be in the amount of \$50,283.70. This expenditure will be charged to the Police Camera Project Account No. PO0119.

SECTION 3. 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, June 14, 2022
Recorded by Lindsay Parish, City Clerk, June 14, 2022
MO\agree – System Solutions Police Department Security System



Milestone Camera System - Scope of Work

City of Paducah – May 5th 2022

Summary and Deliverables

The purpose of this project is to replace the existing camera system at the Paducah City Police Station with a Milestone Recording Server. The existing cameras and new recording server will be integrated with the existing management server running at City Hall. This project will be considered complete once all working cameras and server components are deployed and the necessary staff has been trained to access camera views.

Assumptions and Observations

1. Existing cabling used for cameras is in good working order.
2. Existing cameras are functional however any defective cameras may need to be replaced outside of this scope.
3. Existing cabling used for cameras are home-run to current DVR solution.
4. Connection between Paducah City Police Station and City Hall is operational.

Responsibilities of City of Paducah

1. Review and approve scope with Systems Solutions team.
2. Acknowledge that requesting changes to the scope may alter the timeline, billable hours, and licensing required for this project.
3. Work with Systems Solutions to identify all hardware and software that will be impacted by this project.
4. A Lift should not be needed for this project. However, if a lift is needed to access a camera it would be outside of this scope.
5. Provide downtime windows necessary to perform the requested tasks.
6. Work with Systems Solutions to test and provide configuration information related to viewing angels, motion detection, etc.
7. Assist with gathering existing documentation, passwords, software installation media, vendor information, etc. as required.
8. Provide remote access to Systems Solutions for configuration/management of the Milestone Management and Recording Servers.
9. Assist with any network changes and configurations that may be required.

Responsibilities of Systems Solutions

1. Adhere to industry standards and best practices.
2. Review environmental variables and discuss potential issues with client.
3. Train necessary users on accessing recordings and camera views.
4. Configure and deploy server hardware to be used as application server and video storage.
5. Configure application server to the specifications provided by the City of Paducah's team and make recommendations on changes needed.
6. Adjust positioning and viewing angles of cameras to be approved by the City of Paducah's team.



7. Provide up to two hours of admin/viewer training to staff responsible for viewing and accessing camera system.

Signing below authorizes Systems Solutions to execute and invoice for the project outlined above.

Signature: _____

Date: _____

Printed Name: _____

QUOTE

Date	Quote #
05/02/22	COMQ28386

Sold To: City of Paducah, KY
 Greg Dowdy
 Finance Department
 P O Box 2307
 Paducah, KY 42002-2307

Phone:
Fax:

Ship To: City of Paducah, KY
 Greg Dowdy
 Finance Department
 P O Box 2307
 Paducah, KY 42002-2307

Phone:
Fax:

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
	jcox		

Ln #	Qty	Description	Unit Price	Ext. Price
1		Rack & Switching		
2	1	Strong® Wall Mount Rack System 12U	\$550.00	\$550.00
3	1	Cisco 350 CBS350-48FP-4G Ethernet Switch - 52 Ports - Manageable - 2 Layer Supported - Modular - 4 SFP Slots - 74.03 W Power Consumption - 740 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty	\$1,884.14	\$1,884.14
4	1	Cisco Smart Net Total Care Extended Service - Service - 8 x 5 Next Business Day - Exchange - Parts	\$197.55	\$197.55
5	1	APC by Schneider Electric Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 120 V AC Input - 120 V AC, 110 V AC, 127 V AC Output	\$1,095.79	\$1,095.79
6	1	48 PORT 2RU CAT6 PATCH PANEL W/ BAR	\$494.61	\$494.61
7	48	Tripp Lite Cat6 GbE Gigabit Ethernet Snagless Mold	\$4.10	\$196.80
8		SubTotal		\$4,418.89
9		Camera System License		
10	47	XPROTECT EXPERT DEVICE LICENSE	\$240.43	\$11,300.21
11	47	Milestone Systems Care Plus - 1 Year - Service - T	\$39.81	\$1,871.07
12		SubTotal		\$13,171.28
13		Camera Server Hardware		

Ln #	Qty	Description	Unit Price	Ext. Price
14	1	Husky 700 Rack Mount, Win 10, 48TB	\$7,614.29	\$7,614.29
15	1	Rack Mount Kit	\$125.00	\$125.00
16		SubTotal		\$7,739.29
17		Labor		
18	1	Miscellaneous cabling related hardware	\$400.00	\$400.00
19	1	Engineer Labor done on project basis - fixed cost	\$2,400.00	\$2,400.00
20	1	Engineer Labor done on project basis - fixed cost	\$3,240.00	\$3,240.00
21		SubTotal		\$6,040.00

SubTotal	\$31,369.46
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$31,369.46

*monthly lease payment does not include applicable state sales tax

Please contact me if I can be of further assistance. Signature: _____ Title: _____
 Print Name: _____ Date: _____

*PRICES SUBJECT TO CHANGE - PRICES BASED UPON PURCHASE OF ALL ITEMS QUOTED - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES WITH REGARD TO HARDWARE OR ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS PURCHASE AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ALL HARDWARE, SOFTWARE AND SERVICE RELATED INVOICES ARE DUE UPON RECEIPT. LATE PAYMENTS SHALL BE SUBJECT TO FINANCE CHARGES ON THE UNPAID INVOICE AMOUNT(S).
 *LATE PAYMENTS SHALL BE SUBJECT TO INTEREST ON THE UNPAID INVOICE AMOUNT(S), UNTIL AND INCLUDING THE DATE PAYMENT IS RECEIVED, AT THE LOWER OF EITHER 1.5% PER MONTH OR THE MAXIMUM ALLOWABLE RATE OF INTEREST PERMITTED BY APPLICABLE LAW. CLIENT SHALL BE LIABLE FOR ALL REASONABLE ATTORNEYS' FEES AS WELL AS COSTS INCURRED IN COLLECTION OF PAST DUE BALANCES INCLUDING BUT NOT LIMITED TO COLLECTION FEES, FILING FEES AND COURT COSTS. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.





110 Carlisle Court
 Paducah, KY 42001
 USA
 270.415.0065
 jcox@systemssolutions.us

QUOTE

Date	Quote #
04/19/22	COMQ28348

Sold To: City of Paducah, KY
 Stephen Chino
 1400 Broadway
 Paducah, KY 42001

Phone: (270) 444-8622
Fax:

Ship To: City of Paducah, KY
 Stephen Chino
 1400 Broadway
 Paducah, KY 42001

Phone: (270) 444-8622
Fax:

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
	jcox		

Ln #	Qty	Description	Unit Price	Ext. Price
1		Controller Hardware		
2	1	LSP E2 Cabinet, 6A PSU (Third Party Product)	\$403.20	\$403.20
3	1	Gallagher Controller 6000	\$1,267.50	\$1,267.50
4	1	HBUS 16 In 16 Out Board	\$770.00	\$770.00
5	2	8H Module	\$978.75	\$1,957.50
6	2	Controller Mounting Bracket (Third Party Product)	\$67.20	\$134.40
7	2	BATTERY 12V REPL CARTRIDGE BATTERY- 12VDC/12AH,...	\$77.21	\$154.42
8	1.4	Honeywell Access Control Cable 18(4)+22(2+4+6) 4S	\$1,404.15	\$1,965.81
9	2	PANDUIT DUCT FIBER-DUCT 6'L X 4"W COVER PVC BLACK	\$20.80	\$41.60
10	2	PANDUIT WIRE DUCT 4" X 4" PVC SLOTTED SIDEWALL BLA	\$77.78	\$155.56
11		SubTotal		\$6,849.99
12		Door Hardware		
13	5	DS160 PIR Motion Sensor	\$79.10	\$395.50
14	5	T11 Reader - Multi Tech Black Rev 1	\$258.75	\$1,293.75
15		SubTotal		\$1,689.25



Ln #	Qty	Description	Unit Price	Ext. Price
16		Software License		
17	5	Door License (Per Door)	\$101.25	\$506.25
18	5	3 Year Door License Software Support Agreement	\$27.00	\$135.00
19	1	Workstation License	\$503.75	\$503.75
20	1	SMA LICENSE WORKSTATION	\$130.00	\$130.00
21		SubTotal		\$1,275.00
22	1	Miscellaneous cabling related hardwar	\$800.00	\$800.00
23		Labor		
24	1	Engineer Labor done on project basis - Cabinet cut over	\$1,600.00	\$1,600.00
25	1	Engineer Labor done on project basis - Door cut over	\$1,200.00	\$1,200.00
26	1	Engineer Labor done on project basis - Install DPS & motion sensors	\$1,000.00	\$1,000.00
27	1	Engineer Labor done on project basis - Cable installation	\$2,000.00	\$2,000.00
28	1	Engineer Labor done on project basis - Training	\$500.00	\$500.00
29	1	Engineer Labor done on project basis - Programming	\$2,000.00	\$2,000.00
30		SubTotal		\$9,100.00
			SubTotal	\$18,914.24
			Sales Tax	\$0.00
			Shipping	\$0.00
			Total	\$18,914.24

*monthly lease payment does not include applicable state sales tax

Please contact me if I can be of further assistance. Signature: _____ Title: _____
 Print Name: _____ Date: _____

*PRICES SUBJECT TO CHANGE - PRICES BASED UPON PURCHASE OF ALL ITEMS QUOTED - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES WITH REGARD TO HARDWARE OR ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS PURCHASE AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ALL HARDWARE, SOFTWARE AND SERVICE RELATED INVOICES ARE DUE UPON RECEIPT. LATE PAYMENTS SHALL BE SUBJECT TO FINANCE CHARGES ON THE UNPAID INVOICE AMOUNT(S).
 *LATE PAYMENTS SHALL BE SUBJECT TO INTEREST ON THE UNPAID INVOICE AMOUNT(S), UNTIL AND INCLUDING THE DATE PAYMENT IS RECEIVED, AT THE LOWER OF EITHER 1.5% PER MONTH OR THE MAXIMUM ALLOWABLE RATE OF INTEREST PERMITTED BY APPLICABLE LAW. CLIENT SHALL BE LIABLE FOR ALL REASONABLE ATTORNEYS' FEES AS WELL AS COSTS INCURRED IN COLLECTION OF PAST DUE BALANCES INCLUDING BUT NOT LIMITED TO COLLECTION FEES, FILING FEES AND COURT COSTS. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.



Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Acceptance of 2021 Ky Office of Homeland Security Grant Award in the amount of \$93,900 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joe Hayes, Hope Reasons

Presentation By: Brian Laird

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.

The Police Department received approval to apply for this grant on 4/13/21 through MO 2449. The Department has been awarded \$93,900 to purchase an X-Ray machine for the Bomb Squad. There is no match required for this grant.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 2021 Homeland Security Grant

Account Number: Project PO0125

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

Attachments:

1. MO - award – KOHS X-Ray Machine Bomb Squad

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A 2021 GRANT AWARD IN THE AMOUNT OF \$93,900 FOR THE PURCHASE OF AN X-RAY MACHINE FOR THE BOMB SQUAD, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a 2021 State Homeland Security Grant through the Kentucky Office of Homeland Security, in the amount of \$93,900, adopted by Municipal Order No. 2449 on April 13, 2021, to be used for the purchase of an X-Ray machine for the Bomb Squad; and

WHEREAS, the Kentucky Office of Homeland Security has approved the application and is now ready to award this grant in the amount of \$93,900.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount \$93,900 through the Kentucky Office of Homeland Security for an X-Ray machine for the Bomb Squad, and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in-kind match is 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 June 14, 2022
Recorded by Lindsay Parish, City Clerk, June 14, 2022
MO\grants\award – KOHS X-Ray Machine Bomb Squad

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Approval to Purchase a SCANNA MSC Inc. for ScanSilc Portable X-ray Unit and Accessories for \$93,864 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joe Hayes, Hope Reasons

Presentation By: Brian Laird

Background Information: The Paducah Police Department was awarded a 2021 Kentucky Office of Homeland Security Grant in the amount of \$93,900 to purchase a portable x-ray system and accessories for the Bomb Squad Unit. A request for bids was released on March 2, 2022 and bids were opened on April 20, 2022. Two bids were received and reviewed with the SCANNA bid being chosen as the best proposal based on total price and options as defined in the request for bids. This item has been assigned Project Number PO0125.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 2021 Homeland Security Grant

Account Number: Project PO0125

Staff Recommendation: Authorize the Mayor to accept the quote and sign the associated documents to purchase the SCANNA MSC ScanSilc 1824 Portable X-ray unit and accessories.

Attachments:

1. MO - purchase- Portable X-Ray Bomb Squad
2. SCANNA Quote Page 1
3. SCANNA Quote page 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF SCANNA MSC, INC. FOR SALE TO THE CITY OF PADUCAH ONE SCAN-SILC 1824 PORTABLE X-RAY UNIT AND ACCESSORIES IN THE AMOUNT OF \$93,864 FOR USE BY THE PADUCAH POLICE DEPARTMENT BOMB SQUAD UNIT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, pursuant to Sec. 2-645 of the Code of Ordinances of the City of Paducah, Kentucky, two sealed bids were received one from SHRP LOGIXX and one from SCANNA MSC, Inc., on April 20, 2022, for the purchase of one portable x-ray system and accessories to be used by the Paducah Police Department Bomb Squad Unit; and

WHEREAS, it was determined that the bid from SCANNA MSC, INC., was the best proposed bid based on total price and options as defined in the request for bids; and

WHEREAS, the City of Paducah wishes to now accept the bid and enter into an agreement with SCANNA MSC, Inc., for the purchase.

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

SECTION 1. The City of Paducah accepts the bid of SCANNA, in the amount of \$93,864 for sale to the City of one ScanSilc 1824 Portable X-Ray unit and accessories for use by the Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of SCANNA of April 20, 2022.

SECTION 2. The Mayor is hereby authorized to execute a contract with SCANNA, for the purchase of one ScanSilc 1824 portable X-Ray unit and accessories, as authorized in Section 1 above, according to the specifications and bid.

SECTION 3. This purchase shall be charged to the 2021 Homeland Security Grant Account, Project PO0125.

SECTION 4. 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, June 14, 2022

Recorded by Lindsay Parish, City Clerk, June 14, 2022

\mo\purchase- Portable X-Ray Bomb Squad

QUOTATION
18 May 2022

Matt Hopp. Sergeant
Paducah Police Department
270-444-8548
www.paducahky.gov

Item	Description	Qty	End User Price USD	US Federal / State Agency Price
01	ScanSilc 1824 Portable X-ray unit complete with Amorphous Silicon Flat Panel Imager – 18 x 24 cm 8"x10" <ul style="list-style-type: none"> o rugged unibody construction o integrated control circuitry internal to the panel (allowing wired communication without additional external communications box) o internal battery with 1 spare battery o Support stands o Back to back operational sleeve <ul style="list-style-type: none"> - Rugged Tablet - ScanView Imaging, Manipulation and Database Software in English - 15m data cable on hand reel from panel to tablet (for sync mode) - 1 m data cable from panel to tablet (for Automatic Exposure Detection (AED) mode) - Chargers for panel and tablet (x 1 each) - Generator system firing cable - Carry Case (with space for XR-150 generator) - Operating Manual in English 	01 01+	\$55,000.00 Govt trade Discount \$46,750.00	\$ 46,750.00
	Sub Total			\$ 46,750.00
	Option (Not Included):			
02	Added Warranty 3 rd Year	01	\$ 4,675.00	\$ 4,675.00
03	Golden XR 150 Kit (incl 2 batteries, charger, cable, case)	01	\$ 6,500.00	\$ 6,500.00
04	Additional Rugged Tablet loaded w/ Hardware & XTK Ready	01	\$ 2,200.00	\$ 2,200.00
	TOTAL			\$ 60,125.00

Terms and Conditions

PRICES: Prices quoted are shown in USD, on ex-works basis.
DELIVERY: Currently 10-12 weeks from confirmed order.
VALIDITY: This quotation is valid for 30 days.
PAYMENT: Net 30
WARRANTY: 2 year back to base warranty on parts against faulty materials and workmanship. Full warranty Terms and Conditions are available on request

Agreed to by

Date



QUOTATION
APRIL 27, 2022

Matt Hopp, Sergeant
Paducah Police Department
270-444-8548
www.paducahky.gov

GSA 47QSWA18D0062

Item	Description	Qty	Unit Price USD	TOTAL USD
01 SD5000-SB	ScanX Scout with battery Model D5000-SB SVS loaded with Complimentary Scanview software if Req. XTK Compatible Processes Phosphor Storage Plates, sizes: 8"x10", 10"x12" and 14" by any practical length. (Accessory Pack includes: USB, Powercord, 2 Plate Wipes, 2 Cleaning Sheets 1 Brush, Driver Disk) Equipment produces X-Ray images up to 50 Microns. Resolution greater then or equal to 5 LP/mm.	01	\$ 21,065.19	\$ 21,065.19
02 S73578-14M	PSP Plate 14"x17" (35 x 43 cm) (4 per system)	06	\$ 784.12	\$ 4,704.72
03 SB2160-14M	Plate Protector 14" x17"	06	\$ 24.38	\$ 146.28
04 M001-S	Computer Controller Dell Latitude 3590 Core i5	01	\$ 1,088.00	\$ 1,088.00
	Sub Total GSA Listed Items			\$ 27,004.19
	<u>Options/ Items 84 Order Level Materials:</u>			
05	Additional 3 rd Year Warranty	01	\$ 2,106.50	\$ 2,106.50
06 FRK2x2	Flex Ray Kit 2 x 2 FRK 2x2 BLACK (1) Carry Bag (4)14"x17" FleX-ray Cassettes Complete (8) 12" Sticky Sticks (12) 24" Sticky Sticks (4) 1" Steel Reference Ball 1-4 Lead numbers (16) Grommet Tab (5) Flat Rings (1) Suction Cup Hook (1) Figure 9 Hook and Line (4) Wrap straps (4) Lead Arrows	01	\$ 2,150.00	\$ 2,150.00
	Sub Total			\$ 31,260.69
07	HARD CASE TRUNK STYLE (HOLDS SCOUT LAPTOP, PSP	01	\$ 840.00	\$ 840.00
08	Soft Case (Scout Only) MI Version Berry Compliant	01	\$ 550.00	\$ 550.00
09	Additional Dell Controller Model 3520	01	\$ 1,088.00	\$ 1,088.00
	Shipping FOB Origin	01		
	TOTAL			\$ 33,738.69

Terms and Conditions:

PRICES: Prices are quoted in USD
 VALIDITY: This quotation is valid for 90 days
 PAYMENT: Net 30 Days
 WARRANTY: Standard 2 year back-to-base warranty on parts against faulty materials and workmanship. Full warranty Terms and Conditions available on request
 DELIVERY: Units are currently available within 30 days from receipt of written order (Golden X-Ray Generators 10-12 weeks)

Agreed to by _____

Date _____

SCANNA MSC INC, 2910 Hyde Park Street, Sarasota, Fl 34239

Tel: +1 941 925 9730 Fax: 1 941 925 1548 Email: scanna@comcast.net Web: www.scanna-msc.com

Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Tyler Technologies Annual Software Maintenance Agreement in the amount of \$79,789.05 - **B LAIRD**

Category: Municipal Order

Staff Work By: Anthony Copeland

Presentation By: Brian Laird

Background Information: In 2018, the City entered into a contractual agreement with Tyler Technologies for software and related hardware for a computer-aided dispatch system (CAD) to be utilized in the operation of the City's 911 system. The agreement included a maintenance plan that is required to be paid annually. The annual payment is divided between the 911, Police and Fire budgets.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: E-911 Computer Software Maintenance
Police
Fire

Account Number: 4001-522020
1601-522020
1801-522020

Staff Recommendation: Approve a municipal order authorizing the Finance Director to pay Tyler Technologies for FY22 and subsequent years.

Attachments:

1. MO - CAD Tyler Annual Maintenance Fees
2. Tyler Technologies Computer Assisted Dispatch CAD Agreement (ORD 2018-4-8524)
3. Paducah, KY Proforma# 130-18863

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO TYLER TECHNOLOGIES, INC. FOR ONGOING MAINTENANCE RELATED TO THE COMPUTER AIDED DISPATCH SYSTEM FOR FISCAL YEAR 2022 AND SUBSEQUENT YEARS, AS APPROPRIATED, IN ACCORDANCE WITH THE LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC.

WHEREAS, by Ordinance No. 2018-4-8524 (hereinafter “Ordinance”), the City of Paducah authorized a License and Services Agreement (hereinafter “the Agreement”) with Tyler Technologies which was signed on April 10, 2018, for software and hardware for the establishment of a Computer Aided Dispatch System (hereinafter “CAD System”) for the City of Paducah; and

WHEREAS, the Ordinance authorized expenditures in a total amount of \$916,282; and

WHEREAS, the CAD System has been implemented by the City of Paducah in accordance with the Agreement; and

WHEREAS, it is now necessary to authorize additional expenditures for annual maintenance costs as outlined by the Agreement for Fiscal Year 2022 and ongoing.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. That the City hereby authorizes and directs the Finance Director to make payment to Tyler Technologies, Inc. for maintenance costs associated with the Agreement with Tyler Technologies in an amount of \$79,789.05 for FY2022 and future Fiscal Year payments in accordance with the License and Services Agreement with Tyler Technologies.

SECTION 2. That said Maintenance Costs authorized in Section 1 shall be funded by the following accounts:

E-911 Computer Software Maintenance 2000-4001-522020

Police Computer Software Maintenance 1000-1601-522020

Fire Computer Software Maintenance 1000-1801-522020

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, June 14, 2022
Recorded by Lindsay Parish, City Clerk, June 14, 2022

\\MO\CAD Tyler Annual Maintenance Fees



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section J(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means CITY OF PADUCAH, KENTUCKY.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“KRS”** means the Kentucky Revised Statutes.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of

maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is provided at Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Protected Information”** means information that personally identifies a calling party which is contained in “ALI/DBS” as such term is defined in KRS § 65.750 and contemplated under KRS § 65.752. **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software.
- **“Third Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third-party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – AFFILIATED ORGANIZATIONS

1. Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
2. Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
3. Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION D – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use

or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION E – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may

- (iv) consider necessary to account for your lack of ongoing training on the Tyler Software;
- (v) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION F – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION G – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our

Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, or you contest the propriety of any fee we have charged under this Agreement, specifically including fees that are charged for additional products and services, you may withhold the fees that were charged on those products and services so long as you provide written notice to us within fifteen (15) days of your receipt of the applicable invoice. The written invoice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION H – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination; provided, however, that you shall not be charged any fees for services that you did not receive during the suspension period. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license or other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**1. Intellectual Property Infringement Indemnification.**

1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 To the fullest extent permitted by law, we shall indemnify, hold harmless and defend you and your agents, employees, officers and successors, from and against any third-party claims, causes of action, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting in any way from our performance of this Agreement, provided that such claim, cause of action, damage, loss or expense is attributable to (i) bodily injury, sickness, disease, or death to any person, including employees or agents of ours or our subcontractor, or to injury to or destruction of tangible property, or (ii) our violation of a law applicable to our performance under this Agreement. We shall not be obligated, however, to hold harmless, indemnify, or defend you or your agents, officers, or successors

from any claim, cause of action, damages, losses or expenses to the extent that such claims, causes of action, damages, losses, or expenses arise from your negligence or fault, or from your own breach under the Agreement.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, OUR LIABILITY TO YOU FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY.
 - 4.1 THE LIMITATION OF LIABILITY PROVISIONS UNDER THIS SECTION I(4) SHALL NOT APPLY TO THE EXTENT ANY CLAIMS ARISE OR RESULT FROM: (A) OUR GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (B) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OUR EMPLOYEES AND SUBCONTRACTORS.
 - 4.2 ADDITIONALLY, THE LIMITATION OF LIABILITY PROVISIONS UNDER THIS SECTION I(4) SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION I(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND I(2) "GENERAL INDEMNIFICATION".
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. Affiliated Organizations may purchase additional products and services by an addendum to this Agreement executed by the requesting Affiliated Organization and Tyler. Any additional licenses so added will be installed on your servers and may be accessed by you and any Affiliated Organization, subject to the terms and conditions of this Agreement.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, our either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Protected Information. We recognize that you have a statutory duty to maintain all Protected Information on a strictly confidential basis, and that you must safeguard that information from any unauthorized access or disclosure. We shall establish and maintain adequate security procedures to prevent any unauthorized access and disclosure of that information. We shall also ensure that our employees, agents, professionals, and contractors that do have access to Protected Information in order to perform our obligations under this Agreement will not disclose any such Protected Information to any third person, unless otherwise required by applicable law. Should we become aware of any unauthorized access or disclosure of Protected Information, we shall follow applicable law and take immediate action to remedy the unauthorized activity, which may include implementing additional security measures. In addition, we shall conduct a thorough risk assessment of the unauthorized access or disclosure.

We warrant that the collection, access, use, storage, disposal and disclosure of Protected Information shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. We shall at all times maintain administrative, physical and technical safeguards to protect your Protected Information that are no less rigorous than accepted industry practices and standards of software providers similarly situated to Tyler

You may audit only those records directly related our compliance with the terms of this Agreement, and the services that we provide under this Agreement, once per year and at your expense. To request an audit, you must submit a detailed audit plan at least two (2) weeks in advance of the proposed audit date which shall describe the proposed scope, duration and start date of the audit. The audit must be conducted during our regular business hours, and may not unreasonably interfere with our business activities.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so

that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kentucky, including applicable U.S. federal law, without regards to rules on conflicts of law. Any legal disputes arising out of this Agreement shall be brought in the applicable state or federal court in the State of Kentucky, and the forum and venue for such disputes shall be exclusively in the federal or state courts of competent jurisdiction in or serving Paducah, Kentucky, to which courts the parties agree to submit personal jurisdiction.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process
Schedule 2: Escalation Process |
| Exhibit D | Statement of Work
Schedule 1: Implementation and Training Support Services
Schedule 2: Data File Conversion Assistance
Schedule 3: Customer Requested Standard Software Enhancement/Modifications
And/or Custom Software |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Paducah, Kentucky

By: Sherry Clark

By: Brandi Harless

Name: Sherry Clark

Name: Brandi Harless

Title: Sr. Corporate Attorney

Title: Mayor

Date: 3/30/2018

Date: April 10, 2018

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Paducah
300 South Fifth Street
Paducah, KY 42003
Attention: Ed McManus



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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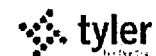


Quoted By: Melissa Gibbs
 Date: 3/12/2018
 Quote Expiration: 5/30/2018
 Quote Name: Paducah-McCracken CAD, RMS, MSG, FBR and FRMS
 Quote Number: 2017-22472-2
 Quote Description: RFP Integrated Public Safety System Nov2017

Sales Quotation For
 Paducah Police Department
 PO Box 2267
 Paducah, KY 42002-2267
 Phone: +1 (270) 444-8647

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
New World Enterprise Combined LE/Fire/EMS CAD	\$50,740	160	\$23,200	\$73,940	\$8,926
BOLOs	\$8,000	0	\$0	\$8,000	\$0
CAD Auto Routing	\$7,000	0	\$0	\$7,000	\$956
CAD AVL	\$7,000	0	\$0	\$7,000	\$956
Service Vehicle Rotation (Wrecker, Ambulance)	\$7,000	0	\$0	\$7,000	\$956
Web CAD Monitor	\$10,000	0	\$0	\$10,000	\$1,365
CAD Paging Interface	\$7,000	0	\$0	\$7,000	\$956
E-911 Interface	\$7,000	0	\$0	\$7,000	\$956
NG911 Interface (text to 911)	\$10,000	0	\$0	\$10,000	\$1,365
On-Line CAD Interface to State/NCIC	\$8,000	0	\$0	\$8,000	\$819
Encoder Interface	\$7,000	0	\$0	\$7,000	\$956
Pre-Arrival Questionnaire Interface	\$7,000	0	\$0	\$7,000	\$956
Law Enforcement Records Management System					
New World Multi-Jurisdictional Law Enforcement Records	\$27,720	100	\$14,500	\$42,220	\$3,784
Federal UCR/IBR	\$10,000	0	\$0	\$10,000	\$1,365
Activity Reporting and Scheduling	\$5,000	0	\$0	\$5,000	\$683
Alarm Tracking and Billing	\$8,000	0	\$0	\$8,000	\$1,092
Career Criminal Registry (parolee, sex offender)	\$5,000	0	\$0	\$5,000	\$683
Case Management	\$5,000	0	\$0	\$5,000	\$683
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$10,000	0	\$0	\$10,000	\$1,365
Narcotics Management/Intelligence	\$8,000	0	\$0	\$8,000	\$1,092
Permits	\$8,000	0	\$0	\$8,000	\$1,092
New World State/NCIC Interface	\$9,000	0	\$0	\$9,000	\$1,229
Equipment Tracking	\$8,000	0	\$0	\$8,000	\$0
Fire Records Management System					
New World Fire Records Software	\$20,020	60	\$8,700	\$28,720	\$2,733
NFIRS 6.0 Electronic Reporting	\$12,000	0	\$0	\$12,000	\$1,638
NEMIS Electronic Reporting	\$12,000	0	\$0	\$12,000	\$1,638
Data Analysis/Management Reporting (FRMS)	\$8,000	0	\$0	\$8,000	\$1,092
Equipment Tracking and Maintenance	\$8,000	0	\$0	\$8,000	\$1,092
Inventory (FRMS)	\$8,000	0	\$0	\$8,000	\$1,092



Mobile					
Fire Dispatch/Messaging (20)	\$8,000	40	\$5,800	\$13,800	\$1,092
Drivers License Mag Stripe Reader/Barcode Reader Interface (80)	\$8,000	0	\$0	\$8,000	\$1,092
In-Car Routing (100)	\$10,000	0	\$0	\$10,000	\$1,365
LE Dispatch/Messaging/State/NCIC (80)	\$32,000	0	\$0	\$32,000	\$4,388
In-Car Mapping / AVL (100)	\$15,000	0	\$0	\$15,000	\$2,037
New World Mobile Messaging Server	\$55,000	60	\$8,700	\$63,700	\$7,508
CrewForce - Fire Dispatch with Advanced Mapping (20)	\$9,500	0	\$0	\$9,500	\$995
New World Mobility Server	\$10,000	0	\$0	\$10,000	\$1,050
Mobility Hosting Fee	\$0	0	\$0	\$0	\$3,000
Field Reporting					
Fire Inspections (20)	\$2,000	10	\$2,320	\$4,320	\$273
New World Field-Based Reporting Server	\$35,000	120	\$17,400	\$52,400	\$4,778
Other Software					
Workstation License (50)	\$0	0	\$0	\$0	\$0
Software Source Code Escrow	\$3,000	0	\$0	\$3,000	\$1,000
Law Enforcement Records Management Data Mart / Includes 2 users	\$2,000	0	\$0	\$2,000	\$273
Fire Records Management Data Mart / Includes 2 users	\$2,000	0	\$0	\$2,000	\$273
CAD Data Mart / Includes 2 users	\$2,000	0	\$0	\$2,000	\$273
Inventory (RMS)	\$8,000	0	\$0	\$8,000	\$0
	<i>Sub-Total:</i>		\$80,620	\$585,600	\$68,697
	<i>Less Discount:</i>		\$0	\$191,020	\$61,897
	TOTAL:	556	\$80,620	\$394,580	\$4,000

Services					
Description	Quantity	Unit Price	Unit Discount	Extended Price	
Web CAD Monitor Installation Fee	1	\$1,160	\$0	\$1,160	
E-911 Interface Installation Fee	1	\$1,740	\$0	\$1,740	
Pre-Arrival Questionnaire Interface Installation Fee	1	\$1,160	\$0	\$1,160	
Encoder Interface Installation Fee	1	\$3,480	\$0	\$3,480	
NG911 Interface Installation Fee	1	\$580	\$0	\$580	
On-Line CAD Interface to State/NCIC Installation Fee	1	\$2,320	\$0	\$2,320	
CAD Paging Interface Installation Fee	1	\$1,160	\$0	\$1,160	
State/NCIC Interface Installation Fee	1	\$6,380	\$0	\$6,380	
Message Switch Installation Support	2	\$2,320	\$0	\$4,640	
Warm Spare Solution Message Switch Installation Support	1	\$3,480	\$0	\$3,480	
Travel and Living Expenses	1	\$80,000	\$0	\$80,000	
Decision Support Software Implementation Fee	3	\$4,350	\$0	\$13,050	
KYOPS Field Investigation Interface	1	\$14,400	\$0	\$14,400	
KYOPS eNIBRS Interface	1	\$15,680	\$0	\$15,680	
KYOPS eCitation Interface	1	\$12,000	\$0	\$12,000	
KYOPS eCrash Interface	1	\$16,800	\$0	\$16,800	
Cassidian Reverse 911 - Emergency Notification System Interface	1	\$19,200	\$0	\$19,200	
Logging Recorder Interface	1	\$19,200	\$0	\$19,200	
Software System Testing	1	\$13,050	\$0	\$13,050	
Disaster Recovery Environment (HyperV or VMWare) Installation and Configuration	1	\$17,600	\$0	\$17,600	
Standard LE and Fire Mobile Environment (live and test) Installation and Configuration	1	\$11,000	\$0	\$11,000	
GIS Implementation	1	\$10,150	\$0	\$10,150	
Project Management	1	\$40,230	\$0	\$40,230	
Conversions				\$83,000	
	TOTAL:			\$392,060	

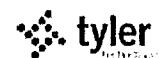
Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Embedded Third Party Software	1	\$12,500	\$12,500	\$2,025	\$2,025
Esri ArcGIS Engine Runtime for CAD Workstations	10	\$500	\$5,000	\$105	\$1,050
Esri Mobile In-Car Mapping and Routing unit(s)	100	\$250	\$25,000	\$53	\$5,250
Mobile VPN Software - NetMotion Mobility (Perpetual Pricing)	100	\$145	\$14,500	\$0	\$0
Mobile VPN Software - NetMotion Mobility Annual Maintenance	1	\$3,625	\$3,625	\$0	\$0
NetMotion Mobile solutions Group - Sure Start Express	1	\$2,000	\$2,000	\$0	\$0
RapidIdentity eSSO - 1 Year Software Subscription & Support	100	\$11	\$1,100	\$0	\$0
RapidIdentity MFA Standard Setup - Remote Installation, configuration & Training	1	\$4,000	\$4,000	\$0	\$0
RapidIdentity OTP (Hard/Soft Token) + Push - 1 Year Software Subscription & Support	100	\$23	\$2,300	\$0	\$0
AVL Hardware - permanent mount	100	\$75	\$7,500	\$0	\$0
Lantronix UDS-1100	3	\$175	\$525	\$0	\$0
L-TRON 2D Bar Code Imager	80	\$350	\$28,000	\$0	\$0
Message Switch (5 year warranty)	2	\$13,300	\$26,600	\$0	\$0
<i>3rd Party Hardware Sub-Total</i>			<i>\$62,625</i>		<i>\$0</i>
<i>3rd Party Software Sub-Total</i>			<i>\$70,025</i>		<i>\$8,925</i>
<i>Less Discount</i>					<i>\$8,025</i>
TOTAL:			\$132,550		\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$310,952	\$68,897
Total Tyler Services	\$472,680	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$132,050	\$8,925
Summary Total	\$915,682	\$77,822

Detailed Breakdown of Conversions (Included In Summary Total)

Description	Quantity	Unit Price	Extended Price
Computer Aided Dispatch			
CAD Conversion to New World Enterprise CAD (One Source)	1	\$12,000	\$12,000
Law Enforcement Records Management System			
Property Conversion (One Source)	1	\$5,000	\$5,000
Law Enforcement Records Management Conversion (One Source) Including: Cases; Incidents for Cases; Arrests; Tickets; and Warrants	1	\$15,000	\$15,000
Custom Alerts Conversion	1	\$3,000	\$3,000
Fire Records Management System			
Fire Records Incident Data (Includes dispatched apparatus/personnel) (One Source)	1	\$20,000	\$20,000
Inspections Conversion	1	\$3,000	\$3,000
Business/Buildings Conversion	1	\$3,000	\$3,000
Data File Conversion			
Data Conversion Analysis and Assessment	1	\$3,000	\$3,000
Base Conversion (One Source), Master Files including Master Name (Jackets), Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)	1	\$14,000	\$14,000
Address Re-Verification	1	\$5,000	\$5,000
TOTAL:			\$83,000



Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Computer Aided Dispatch				
New World Enterprise Combined LE/Fire/EMS CAD	\$50,740	\$17,759	\$32,981	\$6,926
BOLOs	\$6,000	\$6,000	\$0	\$0
CAD Auto Routing	\$7,000	\$2,450	\$4,550	\$956
CAD AVL	\$7,000	\$2,450	\$4,550	\$956
Service Vehicle Rotation (Wrecker, Ambulance)	\$7,000	\$2,450	\$4,550	\$956
Web CAD Monitor	\$10,000	\$3,500	\$6,500	\$1,365
CAD Paging Interface	\$7,000	\$2,450	\$4,550	\$956
E-911 Interface	\$7,000	\$2,450	\$4,550	\$956
NG911 Interface (text to 911)	\$10,000	\$3,500	\$6,500	\$1,365
On-Line CAD Interface to State/NCIC	\$6,000	\$2,100	\$3,900	\$819
Encoder Interface	\$7,000	\$2,450	\$4,550	\$956
Pre-Arrival Questionnaire Interface	\$7,000	\$2,450	\$4,550	\$956
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	\$27,720	\$9,702	\$18,018	\$3,784
Federal UCR/IBR	\$10,000	\$3,500	\$6,500	\$1,365
Activity Reporting and Scheduling	\$5,000	\$1,750	\$3,250	\$683
Alarm Tracking and Billing	\$8,000	\$2,800	\$5,200	\$1,092
Career Criminal Registry (parolee, sex offender)	\$5,000	\$1,750	\$3,250	\$683
Case Management	\$5,000	\$1,750	\$3,250	\$683
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$10,000	\$3,500	\$6,500	\$1,365
Narcotics Management/Intelligence	\$8,000	\$2,800	\$5,200	\$1,092
Permits	\$8,000	\$2,800	\$5,200	\$1,092
New World State/NCIC Interface	\$9,000	\$3,150	\$5,850	\$1,229
Equipment Tracking	\$8,000	\$8,000	\$0	\$0
Fire Records Management System				
New World Fire Records Software	\$20,020	\$7,007	\$13,013	\$2,733
NFIRS 5.0 Electronic Reporting	\$12,000	\$4,200	\$7,800	\$1,638
NEMESIS Electronic Reporting	\$12,000	\$4,200	\$7,800	\$1,638
Data Analysis/Management Reporting (FRMS)	\$8,000	\$2,800	\$5,200	\$1,092
Equipment Tracking and Maintenance	\$8,000	\$2,800	\$5,200	\$1,092
Inventory (FRMS)	\$8,000	\$2,800	\$5,200	\$1,092
Mobile				
Fire Dispatch/Messaging	\$8,000	\$2,800	\$5,200	\$1,092
Drivers License Mag Stripe Reader/Barcode Reader Interface	\$8,000	\$2,800	\$5,200	\$1,092
In-Car Routing	\$10,000	\$3,500	\$6,500	\$1,365
LE Dispatch/Messaging/State/NCIC	\$32,000	\$11,200	\$20,800	\$4,368
In-Car Mapping / AVL	\$15,000	\$5,300	\$9,700	\$2,037
New World Mobile Messaging Server	\$56,000	\$18,260	\$37,740	\$7,808
CrewForce - Fire Dispatch with Advanced Mapping	\$9,500	\$4,760	\$4,740	\$995
New World Mobility Server	\$10,000	\$5,000	\$5,000	\$1,050
Mobility Hosting Fee	\$0	\$0	\$0	\$3,000
Field Reporting				
Fire Inspections	\$2,000	\$700	\$1,300	\$273
New World Field-Based Reporting Server	\$35,000	\$12,250	\$22,750	\$4,778
Other Software				
Workstation License	\$0	\$0	\$0	\$0
Software Source Code Escrow	\$3,000	\$1,050	\$1,950	\$1,000
Law Enforcement Records Management Data Mart / Includes 2 users	\$2,000	\$700	\$1,300	\$273
Fire Records Management Data Mart / Includes 2 users	\$2,000	\$700	\$1,300	\$273
CAD Data Mart / Includes 2 users	\$2,000	\$700	\$1,300	\$273
Inventory (RMS)	\$8,000	\$8,000	\$0	\$0
Sub-Total	\$504,980	\$184,028	\$320,952	\$68,897
	\$504,980	\$184,028	\$320,952	\$68,897

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality, Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Unless a Workstation License is included, New World CAD includes 6 licenses.

Requires West hardware at each workstation responding to texts, not included in proposal.

Unless a Workstation License is included, New World Law Enforcement Records includes 18 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

Unless a Workstation License is included, New World Fire Records includes 9 licenses.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware, Client must provide magnetic stripe/2D encoding format.

AVL requires THIRD party GPS hardware.

New World CrewForce client software supports Apple iPhone 6S, iPad Air 2 or newer, iPad Mini 4 or newer and iPad Pro, and iOS 10.2.1 or latest version.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

Custom Interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

RapidIdentity is licensed on an annual subscription basis and must be renewed upon term expiration; perpetual licensing is not available.

Other than for Mobile Software, a Workstation License for up to 50 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the City of Paducah and McCracken County, Kentucky, as authorized users.

Travel and Living expenses cover 35 trips.

This Investment Summary includes a 15-month no-cost warranty period from Effective Date.



**Exhibit B
Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software, Professional Services and Third-Party Products. Software, services and third-party products and services, as described in Exhibit A, will be billed and invoiced according to the following milestones:

Milestone / Event Description	
<u>Software</u>	
Software License Fee (Invoiced 100% upon Effective Date)	\$310,952
<u>Services</u>	
Complete and Approve the Project Plan	\$98,170
Base System Install (including CAD, Mobile, Message Switch and GIS)	\$98,170
Conduct End User Training	\$117,804
Conduct Cutover to Live Operations: Go-Live	\$39,268
Conduct Final Acceptance	\$39,268
Travel and Living Expenses (35 trips) - Invoiced \$4,444/monthly over 18-month project duration	\$80,000
<u>3rd Party Hardware and Software</u>	
3rd Party Software – Individual license fees for Third Party Software will be invoiced when we make it available to you for downloading	\$70,025
3rd Party Hardware – Individual Third-Party Hardware costs will be invoiced upon delivery	\$62,625
TOTAL:	\$916,282



2. Maintenance and Support Fees

2.1 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived for fifteen (15) months from the Effective Date. The annual Year 2 maintenance and support fee listed in the Investment Summary will be pro-rated for the remaining 9 months, and are payable on the expiration of the fifteen-month waiver. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

3. Other Services and Fees.

3.1 *Hosting Fees:* Hosting fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance, beginning on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Escrow:* We will invoice you the set-up fee and the first annual beneficiary fee for the Escrow as set forth in the Investment Summary, within ten (10) days of the Effective Date. Subsequent beneficiary fees are invoiced annually in advance of each anniversary thereof.

3.3 *Third Party Software Maintenance/Subscription:* The first-year maintenance and/or subscription fees for the Third-Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4. Expenses. Travel expenses will be billed at a fixed cost for thirty-five (35) trips at a cost of \$80,000. Travel expenses will be invoiced in equal monthly increments at \$4,444 over 18-month project duration, beginning on the Effective Date. Should Client request additional trips, Tyler will provide the Client with a quote and the parties will enter into an addendum to cover the additional travel costs in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per Diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip

are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for fifteen months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support

services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.



Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



**Exhibit C
Schedule 2
Escalation Process**

CLIENT-FACING ESCALATION PROCESS

Client may contact the following resources for management level issue resolution escalation:

- a) Director of Support Services
- b) Vice President of Client Success
- c) Senior Vice President/COO

TYLER-INTERNAL ESCALATION PROCESS

Tyler's internal escalation process applicable to Priority 1 Events is as follows:

Critical Escalation	Action	Owner
0 Hours	Initial report of the issue comes into support via phone during regular business hours or to our 24x7 after hour emergency support team. The specialist reviews the issue and quickly determines if they can restore service quickly.	Software Support Specialist
30 Minutes or Less	If the system is not restored within the first 30 minutes of the initial reported call, the case is escalated to Tyler's L3 engineering team for review and management in support is notified.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager
2 Hours	If the L3 team analyst is unable to restore service or identify a suitable workaround within a two-hour period, an emergency escalation takes place to our development management team for assistance. All of support management, client success management and development are notified up to the executive level.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager; Development Managers; Director of Support Services; VP of Client Success; VP of Technology
4 Hours – Resolution or Workaround is Met	If there is no suitable workaround or resolution to the issue within 4 hours, the development management team and support services teams will continue to engage other resources both internally and outside of Tyler (e.g., VM Ware, Microsoft, ESRI) as needed until resolution or suitable workaround is in place.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager; Development Manager; Director of Support Services; VP of Client Success; VP of Development; Sr. VP of Operations

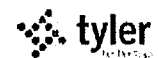




Exhibit D
Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



**Exhibit D
Schedule 1
Professional Services**

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

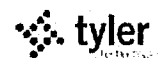
- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate



polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your .NET server(s).

- a) **Hardware Quality Assurance Services (Disaster Recovery Environment):**
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Configure Disaster Recovery (VMware SRM)
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) **Message Switch Operating System Assurance Services (Warm Spare/Disaster Recovery Environment):**
Operating System Assurance and Software Installation Services:
- Unpack and Assemble Hardware as Needed
 - Verify Core Hardware Functionality
 - Install and Update AIX Operating System
 - Install and Update Applicable System Manual Pages
 - Set AIX Environment Variables
 - Build System User-IDs and Authorizations
 - Install and Stage Message Handler and Compilers
 - Verify and Allocate Disk Space
 - Mirror Hard Drives and Boot Sequencing
 - Install Customer-Specific Communication Processes
 - Compile New World Message Switch Programs
 - Install Base Message Switch Data Tables
 - Install Automated Process Restart Script(s)

- Configure Remote Procedure Calls for Disaster Recovery
- Configure Failover Scripting
- Install Full System Backup Process
- Install System Support Scripts
- Install State Specific Programs and Scripts
- Install State Specific Data Tables
- Assure Message Switch Operation
- Disassemble, Package and Ship to Customer

6. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit D
Schedule 2
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:

- a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will extract data from the legacy system to submit to us. Data will be submitted to us in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. Visual Fox Pro database or similar format (.dbf files),
 - f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
 - g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source for each of the files described in the Investment Summary.



**Exhibit D
Schedule 3**

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

- a) Custom Software/Interface(s)
 - While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
 - (1) KYOPS Field Investigation Interface:
Tyler Technologies will provide an interface that will import field investigation data from KYOPS to New World Public Safety Law Enforcement Record.
 - (2) KYOPS eNIBRS Interface:
Tyler Technologies will provide an interface that will import case data from KYOPS to New World Public Safety Law Enforcement Records.
 - (3) KYOPS eCitation Interface:
Tyler Technologies will provide an interface that will import ticker data from KYOPS to New World Public Safety Law Enforcement Records.
 - (4) KYOPS eCrash Interface:
Tyler Technologies will provide an interface that will import crash data from KYOPS to New World Public Safety Law Enforcement Records.
 - (5) Cassidian Reverse 911 – Emergency Notification System Interface:
Tyler Technologies will provide an interface that will export call for service data from New World Enterprise CAD to Cassidian Reverse 911.
 - (6) Logging Recorder Interface:
Tyler Technologies will provide an interface that will export call for service data from New World Enterprise CAD to Sound Communications Audio Log.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and in the Interface Control Documents listed on the following pages:

Interface Control Document (ICD)

Padukah, KY

Interface	Cassidian Reverse 911 Call Export
<i>Direction</i>	Export
<i>Third Party</i>	Cassidian
<i>Record Type</i>	Call for Service
<i>Detailed Description</i>	<p>Tyler Technologies will provide an interface that will export call for service data from New World Enterprise CAD to Cassidian Reverse 911.</p> <p>The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface will be limited to fields that exist in New World Enterprise CAD. No new fields will be added to the database or user screen.</p>

Interface	KYOPS Case (eNIBRS) Import
<i>Direction</i>	Import
<i>Third Party</i>	KYOPS
<i>Record Type</i>	Case
<i>Detailed Description</i>	<p>Tyler Technologies will provide an interface that will import case data from KYOPS to New World Public Safety Law Enforcement Records.</p> <p>The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the record.</p> <p>The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface will be limited to fields that exist in the New World Law Enforcement Records. No new fields will be added to the database or user screen.</p>

Interface	KYOPS eCitation Import
<i>Direction</i>	Import
<i>Third Party</i>	KYOPS
<i>Record Type</i>	Ticket
<i>Detailed Description</i>	<p>Tyler Technologies will provide an interface that will import ticker data from KYOPS to New World Public Safety Law Enforcement Records.</p> <p>The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the record.</p> <p>The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface will be limited to fields that exist in the New World Law Enforcement Records. No new fields will be added to the database or user screen.</p>

Interface	KYOPS eCrash Import
<i>Direction</i>	Import
<i>Third Party</i>	KYOPS
<i>Record Type</i>	Accident
<i>Detailed Description</i>	<p>Tyler Technologies will provide an interface that will import crash data from KYOPS to New World Public Safety Law Enforcement Records.</p> <p>The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the record.</p> <p>State specific data will not be imported. The import will be limited to the following data&#58;</p> <ul style="list-style-type: none"> • Date and time • Location • People and offices • Vehicles <p>The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface will be limited to fields that exist in the New World Law Enforcement Records. No new fields will be added to the database or user screen.</p>

Interface	KYOPS Field Investigation Import
<i>Direction</i>	Import
<i>Third Party</i>	KYOPS
<i>Record Type</i>	Field Investigations
<i>Detailed Description</i>	<p>Tyler Technologies will provide an interface that will import field investigation data from KYOPS to New World Public Safety Law Enforcement Records.</p> <p>The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the record.</p> <p>The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface will be limited to fields that exist in the New World Law Enforcement Records. No new fields will be added to the database or user screen.</p>

Interface	Sounds Communications Audio Log Call Export
<i>Direction</i>	Export
<i>Third Party</i>	Sound Communications
<i>Record Type</i>	Call for Service
<i>Detailed Description</i>	<p>Tyler Technologies will provide an interface that will export call for service data from New World Enterprise CAD to Sound Communications Audio Log.</p> <p>The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.</p> <p>The interface will be limited to fields that exist in New World Enterprise CAD. No new fields will be added to the database or user screen.</p>



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Questions
 Tyler Technologies -
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 Fax: 1-866-673-3274
 Email: ar@tylertech.com

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To: City of Paducah
 Attn: Emi Midkiff
 300 South 5th Street
 Paducah, KY 42003
 United States

Ship To: City of Paducah
 Attn: Emi Midkiff
 300 South 5th Street
 Paducah, KY 42003
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 49694		Net 45	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: PADUCAH, KY							
1 Renewal: Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	2	1	EA	310.04	.00	310.04
2 Renewal: Additional New World Software for LE Records Standard Maintenance - DataAnalysis/Crime Mapping/Mgmt Reporting Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,550.20	.00	1,550.20
3 Renewal: New World Mobile Messaging Server Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	8,526.68	.00	8,526.68
4 Renewal: Additional New World Software for LE Records Standard Maintenance - Permits Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,240.17	.00	1,240.17
5 Renewal: Additional New World Enterprise Standard Maintenance for CAD - CAD AVL Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,085.71	.00	1,085.71
6 Renewal: Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,085.71	.00	1,085.71
7 Renewal: Additional New World Enterprise Standard Maintenance for CAD - Web CAD Monitor Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,550.20	.00	1,550.20
8 Renewal: New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months :	No	1	1	EA	1,085.71	.00	1,085.71
9 Renewal: New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface	No	1	1	EA	1,085.71	.00	1,085.71



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 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months							
10 Renewal: New World Enterprise Third Party Interface Standard Maintenance - Encoder Interface Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,085.71	.00	1,085.71
11 Renewal: Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	775.67	.00	775.67
12 Renewal: Additional New World Software for LE Records Standard Maintenance - Equipment Tracking Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	0.00	.00	0.00
13 Renewal: New World Enterprise Third Party Interface Standard Maintenance - New World State/NCIC Interface Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,395.75	.00	1,395.75
14 Renewal: New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	7,865.72	.00	7,865.72
15 Renewal: Additional New World Enterprise Standard Maintenance for CAD - BOLOs Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	0.00	.00	0.00
16 Renewal: Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,085.71	.00	1,085.71
17 Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	100	EA	15.51	.00	1,550.85
18 Renewal: Additional New World Software for LE Records Standard Maintenance - Inventory Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	0.00	.00	0.00
19 Renewal: Additional New World Software for Fire Records Standard Maintenance - Equipment Tracking and Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,240.17	.00	1,240.17
20 Renewal: New World Mobile Standard Maintenance - Fire Dispatch/Messaging Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	2	EA	620.08	.00	1,240.16



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Company	Order No.	Date	Page
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 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
21 Renewal: Additional New World Software for Fire Records Standard Maintenance - Data Analysis/Management Reporting Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,240.17	.00	1,240.17
22 Renewal: Additional New World Software for Fire Records Standard Maintenance - Inventory Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,240.17	.00	1,240.17
23 Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Rea Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	80	EA	15.51	.00	1,240.68
24 Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Swi Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	80	EA	62.00	.00	4,960.20
25 Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	100	EA	23.13	.00	2,313.15
26 Renewal: New World Federal Compliance Reporting for Fire Records Standard Maintenance - NFIRS 5.0 Electronic Reporting Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,860.24	.00	1,860.24
27 Renewal: New World Fire Records Standard Maintenance Base Package Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	3,103.81	.00	3,103.81
28 Renewal: New World Multi-Jurisdictional Base LE Records Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	4,297.41	.00	4,297.41
29 Renewal: New World Enterprise Third Party Interface Standard Maintenance - On-Line CAD Interface to State/NCIC Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	930.12	.00	930.12
30 Renewal: New World Field Reporting Server Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	5,426.27	.00	5,426.27
31 Renewal: New World Additional CAD Workstations Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	50	EA	0.00	.00	0.00



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Company	Order No.	Date	Page
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No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
32 Renewal: New World Third Party Maintenance - Embedded Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	2,981.16	.00	2,981.16
33 Renewal: New World Third Party Maintenance - CAD Workstations Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,192.46	.00	1,192.46
34 Renewal: New World Third Party Maintenance - In-Car Mapping and Routing unit(s) Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	5,962.32	.00	5,962.32
35 Renewal: New World Fire Mobile Unit Standard Maintenance - Fire Inspections Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	20	EA	15.51	.00	310.17
36 Renewal: New World CrewForce - Fire Dispatch with Advanced Mapping Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	20	EA	56.50	.00	1,130.01
37 Renewal: New World Mobility Server Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,192.46	.00	1,192.46
38 Renewal: CAD Data Mart Standard Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	2	1	EA	310.04	.00	310.04
39 Renewal: Fire Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	2	1	EA	310.04	.00	310.04
40 Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - State Photo Download Maintenance: Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,192.46	.00	1,192.46
41 Renewal: Field Investigations Maintenance: Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	745.84	.00	745.84
42 Renewal: New World Source Code Escrow Maintenance Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months	No	1	1	EA	1,000.00	.00	1,000.00
43 Renewal: New World Public Safety Hosting	No	1	1	EA	3,090.00	.00	3,090.00



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Company	Order No.	Date	Page
130	18863	03/28/2022	5 of 5

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Maintenance Plan: ; Start: 05/01/2022, End: 04/30/2023; Term: 12 months							

Does not include any applicable taxes

Order Total: **79,789.05**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Smithland Fire Department - **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On May 24, 2022, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the Smithland Fire Department.

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 a Municipal Order for the Fleet Maintenance Service Agreement for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the Smithland Fire Department.,

Attachments:

1. MO - agree-fleet maintenance services –Smithland Fire Department
2. Service Agreement - Smithland
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE SMITHLAND FIRE DEPARTMENT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with Smithland Fire Department for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the Smithland Fire Department in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

SECTION 4. 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, June 14, 2022
Recorded by Lindsay Parish, City Clerk, June 14, 2022
mo/agree-fleet maintenance services –Smithland Fire Department

EXHIBIT A

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Smithland fire dept (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Bobby Curry.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: Bobby Weems

Title: Chief

Date: 5-24-2022

246362

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

Shop Hourly Labor Rate Sheet

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

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Purchase of Rollout Containers, Lids & Replacement Parts from Toter, Inc. - **C YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor

Presentation By: Chris Yarber

Background Information: Equipment available under National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717, therefore, competitive bidding is not required. Thus requesting authorization be given to allow purchases not to exceed \$140,000 for roll-out containers, lids, and additional replacement parts from Toter, Inc., throughout the fiscal year 2023 for the Solid Waste Division.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Solid Waste Fund - Equipment Other

Account Number: 50002209-542190

Staff Recommendation: That the City of Paducah hereby authorizes the Finance Director to make payment to Toter, Inc. for the purchase of roll-out containers, lids, and replacement parts for the 2022-2023 fiscal year, in an amount not to exceed \$140,000 and authorizes the Mayor to execute all documents related to same. These containers and accessories will be used by customers within the City limits of Paducah served by the Solid Waste Division, Public Works Department. This purchase is made in compliance with the National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717.

Attachments:

1. MO - refuse-rollout containers 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$140,000 FOR THE PUBLIC WORKS SOLID WASTE DIVISION

WHEREAS, the Public Works Solid Waste Division needs new roll-out solid waste containers for distribution to the citizens of Paducah as required for solid waste pick-up; and

WHEREAS, this equipment is available under National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717, and, therefore, competitive bidding is not required; and

WHEREAS, in order to allow the purchase for additional roll-outs, lids and replacement parts as necessary throughout the fiscal year, the Solid Waste Division is requesting that authorization be given to allow purchases in an amount not to exceed \$140,000.

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Toter Inc., for the purchase of roll-out refuse containers, lids and replacement parts for Fiscal Year 2023, in an amount not to exceed the City's budgeted amount of \$140,000 and authorizes the Mayor to execute all documents related to same. This purchase is made in compliance with the National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717.

SECTION 2. This expenditure shall be charged to the Solid Waste Fund – Equipment Other, Account 50002209-542190.

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, June 14, 2022
Recorded by Lindsay Parish, City Clerk, June 14, 2022
\\mo\refuse-rollout containers 2023

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Acceptance of Kentucky Department of Environmental Protection Crumb Rubber Grant Award in the amount of \$22,000 - **A CLARK**

Category: Municipal Order

Staff Work By: Amie Clark, Hope Reasons

Presentation By: Amie Clark

Background Information: The Kentucky Energy and Environment Cabinet is accepting grant proposals for projects that promote the use of recycled Kentucky waste tires. In the 2011 regular session, the legislature passed House Bill 433, which established the Waste Tire Working Group (WTWG) in KRS 224.50-855, consisting of the director of the Division of Waste Management, the manager of the Recycling and Local Assistance Branch, one representative of the Kentucky Department of Agriculture, and two representatives of the Solid Waste Coordinators of Kentucky. The group provides advice and input to the cabinet regarding waste tire issues. Grant funding comes from the Waste Tire Trust Fund, established in 1998 by the Kentucky General Assembly to receive fees collected from new tire sales.

The approval to apply for the grant was authorized by MO 2555 on 3/22/22. The grant will be used for poured-in-place rubber ground covering at Langstaff Park. Grant funding will cover the cost of the materials and freight. The Parks and Recreation Department will be matching the grant with \$17,176 for the installation of the ground cover, concrete preparation, and promotion of the park update to the community, including signage of the grant award.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Grounds - Property/Plant

Account Number: 10002402-533050

Staff Recommendation:

Attachments:

1. MO award –parks-Kentucky Environmental Projection – Crumb Rubber Grant 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE ACCEPTANCE OF A CRUMB RUBBER GRANT IN THE AMOUNT OF \$22,000 FROM THE KENTUCKY DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR A POURED-IN-PLACE PLAYGROUND AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City Commission approved Municipal Order No. 2555 on March 22, 2022, approving an application for a Crumb Rubber Grant from the Kentucky Department of Environmental Protection; and

WHEREAS, the Kentucky Department of Environmental Protection approved a portion of the grant request and is now ready to award the grant.

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

SECTION 1. The City of Paducah hereby authorizes the acceptance of a Crumb Rubber Grant in the amount of \$22,000 from the Kentucky Department of Environmental Protection, and authorizes the Mayor to execute any documents related to same. This grant will be used to provide a poured-in-place rubber ground covering at Langstaff Park. The local match requirement for this grant will be fulfilled by the Paducah Parks Department Account No. 1000-2402-533050 in an amount of \$17,176.

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, June 14, 2022

Recorded by Lindsay Parish, City Clerk, June 14, 2022

mo\grants\award –parks-Kentucky Environmental Projection – Crumb Rubber Grant 2022

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Approve the updated Job Grade Schedule for Fiscal Year 2023 - **S WILCOX**

Category: Municipal Order

Staff Work By:

Presentation By:

Background Information: Each grade in the Job Grade Schedule is being increased to coincide with the fiscal year 3% cost of living adjustment provided to all nonunion employees. The schedule is also creating a Revenue Technician II position to allow for job progression.

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: To approve the job grade schedule with the recommended changes.

Attachments:

1. MO pay grade schedule-FY2022-2023 6-2022
2. Job Grade Schedule - Jun 14 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2022-2023 JOB GRADE
SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the Commission wishes to adopt a new Job Grade Schedule to reflect
cost of living adjustment and to reflect the correct and current position titles; and

WHEREAS, in order to implement the changes, it is necessary to adopt the
FY2022-2023 Job Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the FY2022-2023 Job
Grade Schedule for the employees of the City of Paducah, Kentucky as attached hereto.

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, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\pay grade schedule-FY2022-2023 6-2022

City of Paducah, KY
 Job Grade Schedule
 Effective June 14, 2022

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	118,121	153,557	188,994
17				
	Assistant City Manager	100,364	127,964	155,565
	City Engineer	100,364	127,964	155,565
	Director of Finance	100,364	127,964	155,565
	Fire Chief	100,364	127,964	155,565
	Police Chief	100,364	127,964	155,565
16				
	Chief Technology Director	85,416	108,906	132,395
	Director of Parks & Recreation	85,416	108,906	132,395
	Director of Planning	85,416	108,906	132,395
	Director of Public Works	85,416	108,906	132,395
15				
	City Clerk/Director of Customer Experience	79,202	100,982	122,762
	Controller	79,202	100,982	122,762
	Deputy Fire Chief - Operations	79,202	100,982	122,762
	Deputy Fire Chief - Prevention	79,202	100,982	122,762
	Director of Human Resources	79,202	100,982	122,762
	Police Assistant Chief	79,202	100,982	122,762
14				
	Assistant City Engineer	72,987	93,058	113,129
	Assistant Director of Parks	72,987	93,058	113,129
	Assistant Director of Public Works	72,987	93,058	113,129
	Assistant Director of Recreation	72,987	93,058	113,129
	Fire Assistant Chief	72,987	93,058	113,129
	GIS Manager	72,987	93,058	113,129
	Police Captain	72,987	93,058	113,129
	Revenue Manager	72,987	93,058	113,129
13				
	Communications Manager	65,882	82,352	98,823
	E-911 Communication Services Manager	65,882	82,352	98,823
	Engineer Project Manager	65,882	82,352	98,823
	Engineer Technician III	65,882	82,352	98,823
	Enterprise Resource Planning Manager	65,882	82,352	98,823
	Fleet Superintendent	65,882	82,352	98,823
	Floodwall Superintendent	65,882	82,352	98,823
	Maintenance Superintendent	65,882	82,352	98,823
	Recreation Superintendent	65,882	82,352	98,823
	Risk/Safety Manager	65,882	82,352	98,823
	Streets Superintendent	65,882	82,352	98,823
12				
	Assistant E-911 Communication Services Manager	58,302	72,878	87,454
	Battalion Chief/Fire Training Officer	58,302	72,878	87,454
	Chief Building Inspector	58,302	72,878	87,454
	Chief Electrical Inspector	58,302	72,878	87,454
	Deputy Fire Marshal	58,302	72,878	87,454
	Principal Planner	58,302	72,878	87,454
	Senior Accountant	58,302	72,878	87,454
11				
	Business Development Specialist	51,595	64,494	77,393
	Business Analyst	51,595	64,494	77,393
	Crime Analyst II	51,595	64,494	77,393

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
	Engineer Technician	51,595	64,494	77,393
	GIS Specialist	51,595	64,494	77,393
	Landscape Supervisor	51,595	64,494	77,393
	Network Administrator	51,595	64,494	77,393
	Revenue Auditor	51,595	64,494	77,393
	Senior Planner	51,595	64,494	77,393
	Supervisor Fleet	51,595	64,494	77,393
	Supervisor Maintenance	51,595	64,494	77,393
	Supervisor Solid Waste	51,595	64,494	77,393
	Supervisor Street	51,595	64,494	77,393
10				
	Accountant	46,067	57,584	69,101
	Assistant City Clerk	46,067	57,584	69,101
	Crime Analyst I	46,067	57,584	69,101
	Deputy Building Inspector	46,067	57,584	69,101
	Deputy Electrical Inspector	46,067	57,584	69,101
	Downtown Development Specialist	46,067	57,584	69,101
	E-911 Shift Supervisor	46,067	57,584	69,101
	E-911 System Administrator	46,067	57,584	69,101
	Grants Administrator	46,067	57,584	69,101
	Parks Maintenance Supervisor	46,067	57,584	69,101
	Planner	46,067	57,584	69,101
	Senior Help Desk Technician	46,067	57,584	69,101
	Senior Human Resources Generalist	46,067	57,584	69,101
	Senior Recreation Specialist	46,067	57,584	69,101
	Supervisor Compost	46,067	57,584	69,101
9				
	Codes Enforcement Officer II	41,971	51,414	60,858
	Fleet Mechanic II	41,971	51,414	60,858
	Human Resources Generalist	41,971	51,414	60,858
	Records Division Manager	41,971	51,414	60,858
	Recreation Specialist	41,971	51,414	60,858
	Revenue Technician II	41,971	51,414	60,858
	Senior Administrative Assistant	41,971	51,414	60,858
	Senior Customer Experience Representative	41,971	51,414	60,858
8				
	Codes Enforcement Officer I	37,474	45,905	54,337
	E-911 Telecommunicator	37,474	45,905	54,337
	E-911 Terminal Agency Coordinator	37,474	45,905	54,337
	Fleet Mechanic I	37,474	45,905	54,337
	Help Desk Technician	37,474	45,905	54,337
	Revenue Technician	37,474	45,905	54,337
	Senior Evidence Technician	37,474	45,905	54,337
	Senior Records Clerk	37,474	45,905	54,337
7				
	Administrative Assistant	33,760	41,356	48,952
	Customer Experience Representative	33,760	41,356	48,952
	Evidence Technician	33,760	41,356	48,952
	Permit Technician	33,760	41,356	48,952
	Records Clerk	33,760	41,356	48,952
2				
	Parking & Traffic Control Assistant	21,015	25,218	29,421

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Approve the Position and Pay Schedule for Fiscal Year 2023 - **S WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: Approve the Pay and Position Schedule for all City personnel to include the budgeted 3.0% cost of living adjustment effective June 30 per negotiated terms of labor contracts with AFSCME, Police, and Fire, as well as all other City employees. The Pay and Position Schedule also includes new positions filled, new vacancies, and other position changes over the last few months.

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: To approve the position and pay schedule with all changes.

Attachments:

1. Position and Pay Schedule FY2022-2023 6-14-2022
2. Position and Pay Schedule - Jun 14 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2022-2023 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah desires to implement a 3% cost of living adjustment (COLA) for non-union employees, AFSCME members, and Police and Fire Union employees; and

WHEREAS, these adjustments shall be effective for the biweekly pay period beginning June 30, 2022, paid on July 22, 2022; and

WHEREAS, changes are included in the position and pay schedule for FY2022-2023 to reflect the correct, current number of vacant and filled positions, the correct department titles, and to add and remove specific positions; and

WHEREAS, in order to implement the changes, it is necessary to adopt the FY2022-2023 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and adopts the FY2022-2023 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2022-2023 Position and Pay Schedule wage adjustments approved in Section 1 above shall become effective for the biweekly pay period beginning June 30, 2022, and paid on July 22, 2022.

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, _____
Recorded by Lindsay Parish, City Clerk, _____
mo/Position and Pay Schedule FY2022-2023 6-14-2022

Section A.									
ADMINISTRATION									
POSITIONS	AUTHORIZED POSITIONS				FY 23	FY 22	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
		NON-CS	RCSS/CS						
City Manager	1	1			<u>77.40</u>	75.15	40	E	18
Assistant City Manager	1	1			<u>53.05</u>	51.50	40	E	17
Assistant to the City Manager							40	E	
Grants Administrator	1	1			<u>24.76</u>	24.04	40	E	10
Enterprise Resource Planning Manager	1	1			<u>37.14</u>	36.06	40	E	13
Business Analyst	1	1			<u>27.88</u>	27.07	40	E	11
Senior Administrative Assistant	1	1			<u>25.75</u>	25.00	40	NE	9
Communications Manager	1	1			<u>40.81</u>	39.62	40	E	13
Total Budgeted/Filled for Department	7	7	0	0					

Note: Moved Grants Administrator position from Finance to Administration

Section B.									
CITY CLERK / CUSTOMER EXPERIENCE DEPT.									
POSITIONS	AUTHORIZED POSITIONS				FY 23	FY 22	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
		NON-CS	RCSS/CS						
City Clerk / Customer Experience Director	1	1			<u>43.05</u>	41.80	40	E	15
Assistant City Clerk	1	1			<u>26.76</u>	25.98	40	NE	10
Senior Customer Experience Representative	1	1			<u>23.02</u>	22.35	40	E	9
Customer Experience Representatives	1	1			<u>21.47</u>	20.84	40	NE	7
Total Budgeted/Filled for Department	4	4	0	0					

Note: Moved Customer Experience Representative position from CX/Clerk to IT

Section C.									
FINANCE DEPARTMENT									
POSITIONS	AUTHORIZED POSITIONS				FY 23	FY 22	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
		NON-CS	RCSS/CS						
Administration									
Director of Finance	1	1			<u>76.85</u>	74.61	40	E	17
Senior Administrative Assistant	1	1			<u>20.55</u>	19.95	40	NE	9
Accounting/Payroll									
Controller	1	1			<u>49.19</u>	47.76	40	E	15
Senior Accountant	1	1			<u>31.75</u>	30.83	40	E	12
Accountant	2	1			<u>23.41</u>	22.73	40	E	10
		1			<u>24.08</u>	23.38	40	E	10
Revenue									
Revenue Manager	1	1			<u>41.31</u>	40.11	40	E	14
Account Clerk							40	NE	
							40	NE	
Revenue Tech II									
Revenue Tech.	<u>1</u>	<u>1</u>			<u>21.34</u>	<u>20.72</u>	<u>40</u>	<u>NE</u>	<u>9</u>
	<u>3</u>	<u>2</u>		<u>1</u>	<u>19.99</u>	<u>19.41</u>	<u>40</u>	<u>NE</u>	<u>8</u>
		<u>4</u>			<u>19.44</u>	<u>18.84</u>	<u>40</u>	<u>NE</u>	<u>8</u>
		<u>4</u>			<u>18.47</u>	<u>17.93</u>	<u>40</u>	<u>NE</u>	<u>8</u>
Revenue Auditor	1	1			<u>26.76</u>	25.98	40	E	11
Total Budgeted/Filled for Department	11	11	0						

Note: The Revenue Tech III was removed and a Revenue Tech added.

* Position Red Light 2021

Note: RCSS - Individuals Retain Civil Service Status

Section D.									
INFORMATION TECHNOLOGY DEPARTMENT									
POSITIONS	AUTHORIZED POSITIONS				FY 23	FY 22	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
		NON-CS	RCSS/CS						

POSITIONS	BUDGET		FILLED		VACANT	HOURLY	HOURLY	HOURS	EXEMPT	PAY
	TOTAL	NON-CS	RCSS/CS	ADJ.		ADJ.				
						RATE	RATE	WORK	NONEXEMPT	GRADE
Chief Technology Director	1	<u>1</u>			4	<u>49.44</u>	48.00	40	E	16
Network Administrator	2	4			<u>1</u>	<u>38.68</u>	<u>37.55</u>	40	E	11
		1				<u>25.31</u>	24.57			
Help Desk Technician	1	1				<u>24.07</u>	23.37	40	NE	8
GIS Manager	1				1	0.00	0.00	40	E	14
GIS Specialist	1				1	0.00	0.00	40	E	11
Total Budgeted/Filled for Department	6	3	0	3						

Section E.

PLANNING DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY 22				
POSITIONS	BUDGET		FILLED		VACANT	HOURLY	HOURLY	HOURS	EXEMPT	PAY
	TOTAL	NON-CS	RCSS/CS	ADJ.		ADJ.				
						RATE	RATE	WORK	NONEXEMPT	GRADE
Director of Planning	1	1				<u>45.53</u>	44.20	40	E	16
Principal Planner	1	4			<u>1</u>	<u>35.97</u>	<u>35.97</u>	40	E	12
Senior Administrative Assistant	1	1				<u>26.60</u>	25.83	40	NE	9
Business Development Specialist	1	<u>1</u>			4	<u>26.02</u>	25.26	40	E	11
Administrative Assistant								40	NE	7
Senior Planner	1	1				<u>29.40</u>	28.54	40	E	11
Planner	1				1	0.00	0.00	40	E	10
Downtown Development Specialist	1	<u>1</u>			4	<u>23.77</u>	<u>23.08</u>	40	E	10
Total Budgeted/Filled for Department	7	5	0	2						

* Position Red Light 2021

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY 22				
POSITIONS	BUDGET		FILLED		VACANT	HOURLY	HOURLY	HOURS	EXEMPT	PAY
	TOTAL	NON-CS	RCSS/CS	ADJ.		ADJ.				
						RATE	RATE	WORK	NON-EXEMPT	GRADE
Police Chief	1	1				<u>58.24</u>	56.54	40	E	17
Police Assistant Chief	2	2				<u>47.20</u>	45.83	40	E	15
Captains	6							40	E	14
		2				<u>42.23</u>	41.00			
		1				<u>42.03</u>	40.81			
		1				<u>41.00</u>	39.81			
		1				<u>40.03</u>	38.86			
		1				<u>37.80</u>	36.70			
Sergeants	9				4			40	NE	
5 years		2				<u>31.90</u>	30.39			
10 years		<u>4</u>				<u>32.87</u>	31.91			
15 years		2				<u>34.51</u>	33.51			
20 years						<u>36.24</u>	35.18			
25+ years						<u>38.05</u>	36.94			
Police Officer	63***				<u>1</u>			40	NE	
Police Officer - Recruit		<u>3</u>				<u>24.87</u>	24.14			
1 year		<u>16</u>				<u>24.87</u>	24.14			
3 years		11				<u>26.17</u>	25.40			
5 years		<u>4</u>				<u>27.47</u>	26.67			
10 years		9				<u>28.85</u>	28.01			
15 years		8				<u>30.29</u>	29.41			
20 years		5				<u>31.81</u>	30.88			
25 years						<u>33.40</u>	32.42			

Senior Administrative Assistant	2	1		<u>29.23</u>	28.38	40	NE	9
		1		<u>20.79</u>	20.18			
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1		1			40	E	11
Records Division Manager	1	1		<u>23.49</u>	22.81	40	E	9
Senior Records Clerk	1	1		<u>21.38</u>	20.76	40	NE	8
Records Clerk	2	1		<u>21.10</u>	20.49	40	NE	7
		4	1	<u>17.28</u>	17.28			
Senior Evidence Technician	1	1		<u>20.05</u>	19.47	40	NE	8
Evidence Technician	1	1		<u>18.09</u>	17.56	40	NE	7

Total Budgeted/Filled for Department	90	87	0	3
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* Position Red Light 2021

POLICE DEPARTMENT CON'T

AUTHORIZED POSITIONS

POSITIONS	BUDGET TOTAL	FILLED		VACANT	FY 23	FY 22	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
911 Communications Services									
911 Communications Services Manager	1	<u>1</u>		4	<u>43.08</u>	41.83	40	E	13
Assistant 911 Communications Services Manager	1	1			<u>33.07</u>	32.11	40	E	12
Terminal Agency Coordinator	1			1	0.00	0.00	36/48	NE	8
911 System Administrator	1	1			<u>27.04</u>	26.25	40	E	10
Shift Supervisor	4			4			36/48	NE	10
							36/48	NE	10
Telecommunicator	14			<u>1</u>			36/48	NE	8
		1			<u>25.77</u>	25.02	36/48	NE	8
		1			<u>25.27</u>	24.53	36/48	NE	8
		4			<u>23.37</u>	22.69	36/48	NE	8
		1			<u>24.01</u>	23.31	36/48	NE	8
		1			<u>22.67</u>	22.01	36/48	NE	8
		1			<u>21.25</u>	20.63	36/48	NE	8
		1			<u>20.84</u>	20.23	36/48	NE	8
		1			<u>20.03</u>	19.45	36/48	NE	8
		1			<u>19.02</u>	18.47	36/48	NE	8
		<u>2</u>			<u>18.47</u>	17.93			
		<u>4</u>			<u>18.01</u>	17.49	36/48	NE	8
Senior Administrative Assistant	1	1			<u>26.21</u>	25.45	40	NE	9

* Position Red Light 2021

Note: Police Department Secretary/Public Information Officer is provided two hours minimum call-out pay.

**Note: Police Department adjustments will be made in accordance to Union Contract once the Captain's promotional process is completed.

***Note: The Police Officer authorization number increased by 3 in order to fulfill the COPS Grant for School Resource Officers for the next 4 years. 6/22/2021

**911

*Note: 36/48 refers to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week, or 2184 hours per year

New system administrator position added and data entry clerk moved into position.

Add Pays: 1) 1 TAC \$1/hr 2) 2 CTO's \$0.50/hr

**** A supervisor position is filled

Total Budgeted/Filled for Department	23	17	0	6
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Section G.

FIRE DEPARTMENT

AUTHORIZED POSITIONS

POSITIONS	BUDGET TOTAL	FILLED		VACANT	FY 23	FY 22	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
Administrative Division									
Fire Chief	1	1			<u>62.55</u>	60.73	40	E	17
Deputy Fire Chief - Fire Prevention	1	1			<u>49.89</u>	48.44	40	E	15
Deputy Fire Chief - Operations	1	1			<u>45.84</u>	44.50	40	E	15

Training Division

Battalion Chief/ Training Officer	1	<u>1</u>	4	<u>32.19</u>	31.25	40	E	12
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Fire Prevention Division

Battalion Chief/ Fire Marshal							E	
Deputy Fire Marshal	2	<u>1</u>		<u>32.68</u>	31.73		<u>NE</u>	12
		<u>1</u>		<u>28.73</u>	27.89			
Senior Administrative Assistant	1	<u>1</u>		<u>24.53</u>	23.82		NE	9
Code Enforcement Officer	3	<u>1</u>		<u>25.07</u>	24.34	40	NE	8
		<u>1</u>		<u>23.56</u>	22.87			
		<u>1</u>		<u>21.50</u>	20.87			
Permit Technician	1	<u>1</u>		<u>19.55</u>	18.98	40	NE	7
Permit Specialist						40	NE	
Chief Building Inspector	1	<u>1</u>		<u>36.78</u>	35.71	40	NE	12
Deputy Building Inspector	1	<u>1</u>		<u>26.69</u>	25.91	40	NE	10
Chief Electrical Inspector	1		1	<u>32.08</u>	31.15	40	NE	11 <u>12</u>
Deputy Electrical Inspector	1		1*	0.00	0.00	40	NE	10

Suppression Division

Fire Assistant Chief	3	<u>1</u>	4	<u>31.37</u>	30.46	40	E	14
		<u>1</u>		<u>31.22</u>	30.31			
		<u>1</u>		<u>28.87</u>	<u>28.03</u>			
Captains	15		2				NE	
<10 years		<u>1</u>		<u>20.72</u>	20.12			
10 years		<u>4</u> <u>3</u>		<u>21.24</u>	20.62			
15 years		<u>10</u> <u>9</u>		<u>21.77</u>	21.14			
20 years		<u>2</u>		<u>22.32</u>	21.67			
25 years				<u>22.87</u>	22.21			
Lieutenants	15		6 <u>5</u>				NE	
<10 years		<u>4</u> <u>7</u>		<u>18.84</u>	18.29			
10 years		<u>5</u> <u>3</u>		<u>19.31</u>	18.75			
15 years				<u>19.79</u>	19.22			
20 years				<u>20.29</u>	19.70			
25 years				<u>20.80</u>	20.19			
Firefighter	29		2**				NE	
Firefighter (Appointee)		<u>5</u>		<u>14.32</u>	13.90			
6 months		<u>5</u>		<u>15.44</u>	14.99			
1 year		<u>4</u> <u>11</u>		<u>15.83</u>	15.37			
3 years		<u>1</u>		<u>16.22</u>	15.75			
5 years				<u>16.63</u>	16.15			
10 years				<u>17.05</u>	16.55			
15 years				<u>17.47</u>	16.96			
Firefighter (Relief Driver)							NE	
COLA + \$0.39 + \$0.10								
2 years		<u>4</u> <u>3</u>		<u>16.69</u>	16.20			
3 years		<u>2</u>		<u>17.10</u>	16.61			
5 years		<u>3</u> <u>6</u>		<u>17.53</u>	17.02			
10 years		<u>8</u> <u>1</u>		<u>17.97</u>	17.45			
15 years				<u>18.42</u>	17.88			

Total Budgeted/Filled for Department	77	71	1	5
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* Position Red Light 2021

** Position Frozen 2009

Note: Executive Assistant I moved to Prevention from Administration

Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate

Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.

Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.

Note:* A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming certified.

Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.

Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.

Note: Deputy Fire Marshal to have State certification within one year.

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.
 Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.
 Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.
Note: RCSS - Individuals Retain Civil Service Status

Section H.		AUTHORIZED POSITIONS			FY 23	FY 22				
		BUDGET	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING POSITIONS		TOTAL	NON-CS	RCSS/CS		RATE	RATE			
City Engineer		1	1			<u>69.83</u>	67.80	40	E	17
Assistant City Engineer		1	1			<u>43.15</u>	41.89	40	E	14
Engineer Project Manager		1	1			<u>34.18</u>	33.18	40	E	13
Engineering Technician		1	1			<u>26.92</u>	26.14	40	E	11
Engineering Tech III		1	1			<u>39.61</u>	38.46	40	E	13
Senior Administrative Assistant		1	1			<u>23.22</u>	22.54	40	NE	9
Floodwall Division										
EPW Floodwall Superintendent		1	1			<u>35.26</u>	34.23	40	E	13
Floodwall Operator		4						40	NE	
80%						<u>18.34</u>	17.80		NE	
85%						<u>19.48</u>	20.03		NE	
90%						<u>20.63</u>	20.03		NE	
95%						<u>21.77</u>	21.14		NE	
100%			2	2		<u>22.92</u>	22.25		NE	
Total Budgeted/Filled for Department		11	9	2						

* Position Red Light 2021

Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Section I.		AUTHORIZED POSITIONS			FY 23	FY 22				
		BUDGET	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
PUBLIC WORKS DEPT. POSITIONS		TOTAL	NON-CS	RCSS/CS		RATE	RATE			
Public Works Director		1	1			<u>53.22</u>	51.67	40	E	16
Assistant Public Works Director		1	1			<u>45.89</u>	44.55	40	E	14
Administrative Assistant		1	1			<u>18.21</u>	17.68	40	NE	7
Street Division										
Street Superintendent		1	1			<u>32.62</u>	31.67	40	E	13
Street Supervisor		1	1			<u>26.40</u>	25.63	40	E	11
Landscape Supervisor		1	1			<u>30.76</u>	29.86	40	E	11
Equipment Operator		3							NE	
80%						<u>18.52</u>	17.98			
85%						<u>19.68</u>	19.11			
90%						<u>20.84</u>	20.23			
95%						<u>21.99</u>	21.36			
100%			3			<u>23.15</u>	22.48			
Concrete Finisher		1			1*				NE	
80%						<u>17.71</u>	17.20			
85%						<u>18.82</u>	18.28			
90%						<u>19.93</u>	19.35			
95%						<u>21.03</u>	20.43			
100%						<u>22.14</u>	21.50			
Right-Of-Way Maintenance Person		15			4				NE	
80%						<u>17.14</u>	16.64			
85%						<u>18.22</u>	17.68			
90%			3			<u>19.29</u>	18.72			
95%			4			<u>20.36</u>	19.76			
100%			8			<u>21.43</u>	20.80			

Laborer								NE	
80%				<u>15.96</u>	15.50				
85%				<u>16.96</u>	16.46				
90%				<u>17.96</u>	17.43				
95%				<u>18.95</u>	18.40				
100%				<u>19.95</u>	19.37				
Maintenance Division									
Maintenance Superintendent	1	<u>1</u>		4	<u>34.72</u>	33.71	40	E	13
Maintenance Supervisor	1	4		<u>1</u>	<u>28.09</u>	<u>28.09</u>		E	11
Janitor / Collector	4			4				NE	
80%					<u>15.58</u>	15.13			
85%		1			<u>16.56</u>	16.07			
90%		<u>1</u>			<u>17.53</u>	17.02			
95%					<u>18.51</u>	17.97			
100%		1	1		<u>19.48</u>	18.91			
Traffic Technician	1							NE	
80%					<u>17.85</u>	17.33			
85%					<u>18.96</u>	18.41			
90%					<u>20.08</u>	19.49			
95%					<u>21.20</u>	20.58			
100%			1		<u>22.31</u>	21.66			
Master Electrician	1			1*	0.00	0.00		NE	10
Maintenance Technician	5			2 + 1*				NE	
80%					<u>17.85</u>	17.33			
85%					<u>18.96</u>	18.41			
90%					<u>20.08</u>	19.49			
95%					<u>21.20</u>	20.58			
100%		1	1		<u>22.31</u>	21.66			
Fleet Maintenance Division									
Fleet Superintendent	1	<u>1</u>		4	<u>33.18</u>	32.21	40	E	13
Fleet Supervisor	1	1			<u>28.84</u>	28.00	40	E	11
Senior Administrative Assistant	1	1			<u>21.06</u>	20.45	40	NE	7
Fleet Mechanic I								NE	8
Fleet Mechanic II	5							NE	9
		1			<u>20.19</u>	19.60			
		1			<u>21.42</u>	20.80			
		1			<u>21.06</u>	20.45			
		1			<u>21.75</u>	21.12			
		1			<u>24.79</u>	24.07			
Solid Waste Division									
Solid Waste Supervisor	2	1			<u>28.08</u>	27.26	40	E	11
		1			<u>27.24</u>	26.45			
Compost Operations Supervisor	1	1			<u>24.72</u>	24.00	40	E	10
Administrative Assistant	1	1			<u>19.73</u>	19.16	40	NE	7
Laborer	1							NE	
80%					<u>15.96</u>	15.50			
85%					<u>16.96</u>	16.46			
90%					<u>17.96</u>	17.43			
95%					<u>18.95</u>	18.40			
100%		1			<u>19.95</u>	19.37			
Truck Driver	17			2				NE	
80%					<u>17.51</u>	17.00			
85%					<u>18.61</u>	18.06			
90%					<u>19.70</u>	19.13			
95%		4			<u>20.80</u>	20.19			
100%		4 <u>14</u>	1		<u>21.89</u>	21.25			
Right-Of-Way Maintenance Person	0							NE	
80%					<u>17.14</u>	16.64			
85%					<u>18.22</u>	17.68			
90%					<u>19.29</u>	18.72			
95%					<u>20.36</u>	19.76			

100%			<u>21.43</u>	20.80	
Compost Equipment Operator	2				NE
80%			<u>18.52</u>	17.98	
85%			<u>19.68</u>	19.11	
90%			<u>20.84</u>	20.23	
95%			<u>21.99</u>	21.36	
100%	2		<u>23.15</u>	22.48	

Total Budgeted/Filled for Department	70	58	3	9
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* Position Red Light 2021
 Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.
Note: RCSS - Individuals Retain Civil Service Status
 Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.
 Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.
 Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section J.

PARKS & RECREATION DEPARTMENT	AUTHORIZED POSITIONS			FY 23	FY 22	HOURS	EXEMPT	PAY	
	POSITION	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	HOURLY WAGE ADJ.				HOURLY WAGE ADJ.
					WORK				NON-EXEMPT
Director of Parks & Recreation	1	1			<u>46.34</u>	44.99	40	E	16
Assistant Director of Parks	1	1			<u>38.63</u>	37.50	40	E	14
Assistant Director of Recreation	1	1			<u>38.63</u>	37.50			
Recreation Superintendent	1	1			<u>32.23</u>	31.29	40	E	13
Senior Recreation Specialist	1	1			<u>21.61</u>	20.98	40	E	<u>10</u>
Recreation Specialist	3	1		1*	<u>20.72</u>	20.12	40	E	<u>8.9</u>
		1			<u>20.18</u>	19.59			
Senior Administrative Assistant	1	1			<u>22.35</u>	21.70		NE	9
Administrative Assistant	1	1			<u>17.40</u>	16.89		NE	7
Maintenance Division									
Supervisor	2	<u>2</u> 1		1	<u>25.96</u>	25.20		E	10
Laborer	44	<u>13</u>		1				NE	
80%		<u>1</u>			<u>15.96</u>	15.50			
85%					<u>16.96</u>	16.46			
90%		4			<u>17.96</u>	17.43			
95%		1			<u>18.95</u>	18.40			
100%		8	2		<u>19.95</u>	19.37			
Right-Of-Way Maintenance Person	1							NE	
80%					<u>17.14</u>	16.64			
85%					<u>18.22</u>	17.68			
90%					<u>19.29</u>	18.72			
95%					<u>20.36</u>	19.76			
100%			1		<u>21.43</u>	20.80			

Total Budgeted/Filled for Department	26	20	3	3
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* Position Red Light 2021
 Note: Recreation Superintendent moved to Assistant Director Position, and Parks Maintenance Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.
 Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.
Note: RCSS - Individuals Retain Civil Service Status
 Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.
 Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section K.

HUMAN RESOURCES & RISK	AUTHORIZED POSITIONS			FY 23	FY 22	HOURS	EXEMPT	PAY	
	POSITIONS	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	HOURLY WAGE ADJ.				HOURLY WAGE ADJ.
					WORK				NON-EXEMPT

FY 2023
POSITION AND PAY SCHEDULE

Director of Human Resources	1	1	<u>48.94</u>	47.51	40	E	15
Risk Manager	1	1	<u>33.84</u>	32.85	40	E	13
H R Generalist	1	1	<u>22.85</u>	22.18	40	E	9
Administrative Assistant	1	1	<u>20.23</u>	19.64	40	NE	7

Total Budgeted/Filled for Department	4	4	0	0
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* Position Red Light 2021

Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Approve Contract between City of Paducah and Paducah Convention & Visitors Bureau in the amount of \$25,000 for the Spring 2022 Quilt Show - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Lindsay Parish

Presentation By: Daron Jordan

Background Information: As part of the FY2022 budget (current year), the Commission approved an appropriation to fund the American Quilters Society for the 2022 Spring Quilt Show in the amount of \$25,000 for assistance with marketing. The City has contributed this amount for the spring quilt show since 2008. When the City provides funds to any organization, we prepare a simple Contract for Services agreement that describes the public services the organization will provide as a result of receiving the City funds. In order to expedite and simplify the process, the Paducah Convention & Visitor Bureau (CVB) has agreed to act as a conduit through which local agency funds may flow. Therefore, the City will need to execute a contract with the CVB to handle the \$25,000 payment for marketing.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 10000102 - Mayor & Commissioners

Account Number: 523070 - Other Contractual Service

Staff Recommendation: Approve the Contract for Services with the Convention & Visitor's Bureau for Quilt Show Marketing.

Attachments:

1. contract-Convention & Visitors Bureau (AQS Spring 2022)

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE PADUCAH CONVENTION AND VISITORS BUREAU IN THE AMOUNT OF \$25,000 FOR SPECIFIC SERVICES RELATED TO THE AMERICAN QUILTERS SOCIETY SPRING 2022 SHOW

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the Paducah Convention and Visitors Bureau in the amount of \$25,000 to be used for marketing and promoting events and venues related to the Spring 2022 American Quilters Society Show. This contract shall expire June 30, 2022.

SECTION 2. This expenditure shall be charged to the Mayor & Commission Services Other Account No. 1000-0102-523070.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\contract-Convention & Visitors Bureau (AQS Spring 2022)

Agenda Action Form Paducah City Commission

Meeting Date: June 14, 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: June 14, 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: June 14, 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.

W I T N E S S E T H :

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
1024 CAPITAL CENTER DRIVE, SUITE 340 -
FRANKFORT, KENTUCKY 40601-8204
(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: June 14, 2022

Short Title: FY2023 Budget 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 (PPPF) 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 PPF un-funded 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)

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Zoning Text Amendments - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: On May 5, 2022; the Paducah Planning Commission forwarded a favorable recommendation to change the zoning text of several sections of the Paducah Zoning Ordinance as contained herein.

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

If yes, please list the Commission Priority: Beautification; Community Growth; Improve Operational Efficiencies; Downtown; Protecting Key Historical & Cultural Resources

Communications Plan: Public hearing held May 5, 2022. Was duly advertised in accordance with Kentucky State Law.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval

Attachments:

1. ORD 126 Zoning Text Amendment – Landscape, Mobile Food, Zoning 2022
2. Signed Resolution (9)



**TEXT AMENDMENT
PADUCAH CITY COMMISSION**

CASE NO.	TXT2022-0002
TITLES	126-73 Home occupations, 126-83 Landscape regulations, 126-87 Mobile Food Vehicles and Food Tents; 126-108 Downtown Business Townlift Zone, B-2-T; 126-115 Historical Zones, H-1 and H-2
DESCRIPTION	<p>Text change to provide for:</p> <ul style="list-style-type: none"> • Staff approval of certain home occupations. • Greater tree canopy protections for proposed new developments. • Revise Mobile Food Vehicles to reflect changes adopted by the National Fire Prevention Association. The Fire Prevention Department requested this change. • Allow hotel/ motels rooms, short term rental rooms and bed & breakfast rooms to be allowed above, below or in the rear 1/3 of the ground floor in the Downtown Business Townlift Zone (B-2-T) to protect street character and vitality. • Allow hotel/ motels rooms, short term rental rooms and bed & breakfast rooms to be allowed above, below or in the rear 1/3 of the ground floor in the Historic Commercial Zone (H-1) to protect street character and vitality.

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission has forwarded a positive recommendation to the City Commission for the adoption of the following text amendments on May 5, 2022.

CONSIDERATIONS

Frequently Planning staff receives inquiries from residents who would like to operate a home occupation that does not require signage or customers that come to the residence. The City of Hopkinsville has adopted staff approval for certain home occupations that meet certain parameters. Staff would like to replicate parameters for staff approval, listed in subsection (4). This would save a petitioner at least three weeks in application processing and make it easier to obtain a business license. The parameters proposed would not change the character of the residential use.

The current landscaping regulations state existing trees should be preserved where possible on proposed new sites to be developed. However, it does not describe a tree protection zone that should be established. The proposed new text amendment defines how to protect trees, how they should be inventoried and revises the size trees should be when planted, depending on if they are shade trees, ornamental trees or multi-stemmed trees. Further, a screen shall be required between business or industrial uses placed next to residential land uses, irrespective of zone, in order to protect view-sheds and property values.

A revision is proposed to mobile food vehicles to follow all aspects of the National Fire Protection Association (NFPA) as amended. The Fire Prevention Department requested this revision.

As currently written, the Downtown Business Townlift Zone does not list hotels, motels and bed & breakfasts as principal uses. This proposed text amendment would allow them specifically. Further, in order to maintain an active streetscape, staff is proposing hotel & motel rooms, short-term rental unit rooms and bed & breakfasts rooms to be located above, below or in the rear 1/3 of the ground floor. Lobbies, workout areas, associated restaurants and other commercial uses associated with these type of land uses would still be permitted on the ground floor. However, rooms in themselves do not generate an active street life, which is historically typical of the B-2-T Zone.

In order to maintain an active streetscape in the H-1 Historic Commercial Zone, primarily around the Market House, staff is proposing hotel & motel rooms, short-term rental unit rooms and bed & breakfasts rooms to be located above, below or in the rear 1/3 of the ground floor. Lobbies, workout areas, associated restaurants and other commercial uses associated with these type of land uses would still be permitted on the ground floor. However, rooms in themselves do not generate an active street life, which is historically typical of the H-1 Zone.

TEXT AMENDMENT

The proposed amendments are as follows:

Sec. 126-73. Home occupations.

Home occupations are conditionally permitted uses and shall be approved in compliance with the following regulations.

- (1) *Nature of use.* Home occupations may include the office or studio in the residence of the following:
 - a. Doctor;
 - b. Dentist;
 - c. Artist;
 - d. Lawyer;
 - e. Engineer;
 - f. ~~Antique-shop~~ **Tailor**;
 - g. Teacher (with musical instruction limited to one (1) pupil at a time);
 - h. Realtor;
 - i. Insurance agent;
 - j. ~~Dressmaker~~;
 - ~~k.~~ Other similar uses except a barbershop, beauty shop, tearoom, or animal hospital (see definition of home occupation, section 126-3).

- (2) *Use restrictions.* The following restrictions shall be placed on the above home occupations:
 - a. Must be conducted exclusively by the resident and no more than one (1) employee.
 - b. Not more than one-fourth (1/4) of one (1) floor of the residence shall be used.
 - c. Alterations and construction shall be allowed, provided that the external character and appearance of the building remains unchanged and the requirements of this article are met.
 - d. An indirectly lighted sign of not over one (1) square foot shall be permitted and shall be attached flat against the dwelling.

(3) *Conditions.* The Board of Adjustment may attach conditions to its approval which are necessary to preserve the character of the district in which the proposed use will be located.

(4) *Staff approval.* Staff may approve home occupations when the proposed home occupation meets the following provisions:

- a. No employees who do not reside at the residence.
- b. No storage of stock or goods.
- c. No customers may come to the residence.
- d. No signage on the property.
- e. Home occupation must be clearly incidental and subordinate to the residential use.
- f. Property owner must register their name and address with the Department of Planning.
- g. Business owner must obtain a business license.

Sec. 126-83 Landscape regulations.

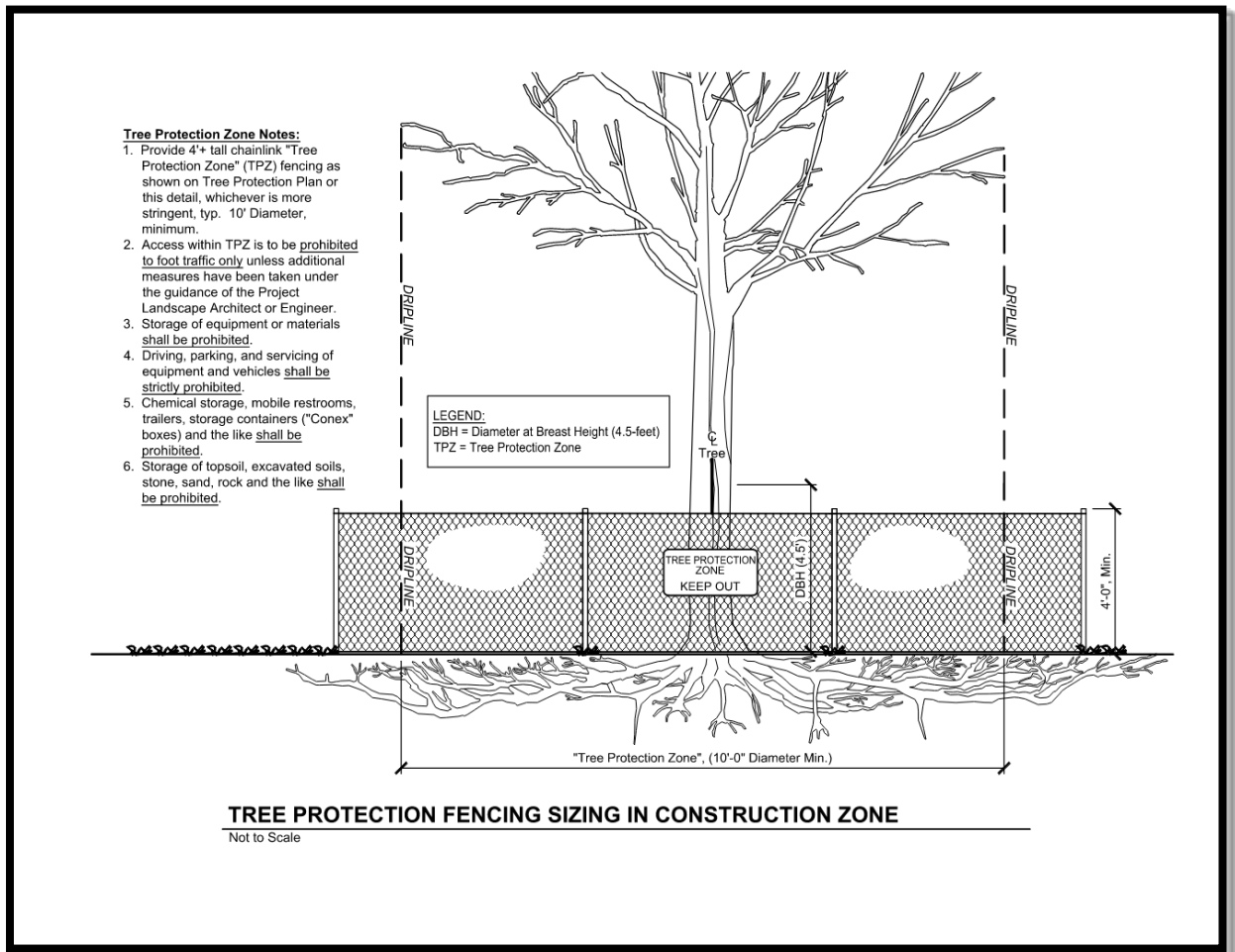
(A) *Purpose.*

(B) *Landscape review procedure.*

(C) *General requirements.*

1. All landscaping materials shall be installed in a sound manner, and according to accepted good construction and planting procedures. Any landscape material, which fails to meet the minimum requirements of this article at the time of installation, shall be removed and replaced with acceptable materials. ~~The person in charge of, or in control of, the property whether as~~ owner, lessee, tenant, ~~or~~ occupant ~~or otherwise,~~ shall be responsible for the continued proper maintenance of all landscaping materials and shall keep them in a proper, neat, and orderly appearance free from refuse, debris, noxious weeds and unwanted grass at all times. All unhealthy or dead plant material shall be replaced within four (4) months or by the next fall or spring planting season, whichever comes first; ~~while other~~ . Other defective landscape material shall be replaced or repaired within two (2) months. Plant material shall not be severely pruned such that the natural growth pattern or characteristic form is significantly altered. Topping or heading back trees, as defined by the International Society of Arboriculture, is prohibited. The severe cutting of limbs to stubs larger than three (3) inches in diameter is prohibited. Utility companies are exempt from this requirement.
2. Paducah, Kentucky is located within the USDA Plant Hardiness Zone #6 7a.
3. Existing trees shall be: ~~preserved where possible.~~
 - a. Preserved where possible as determined by the Zoning Administrator or designee.
 - b. Inventoried on properties proposed for new development to include:
 1. All trees greater than or equal to four (4) inches in diameter at breast height (dbh),
 2. Trees growing immediately adjacent to and/ or over the property from adjacent properties,
 3. Trees in public Rights-of-way immediately adjacent to the property,
 4. Tree dripline/extent of tree canopy shall be shown on site plans,
 5. Tree protection zone (TPZ) shall be established, at a minimum, to the extent of the drip line of trees to be preserved.
4. Surfaces denuded of vegetation shall be seeded or sodded to prevent soil erosion.

5. Sight triangles: See section ~~126-66~~ 126-65.
6. Trees larger in diameter (dbh) than fifteen (15) inches shall be considered “Significant” and shall be preserved intact without damage, unless approval is given for removal by the Zoning Administrator or designee.
 - a. A TPZ shall be determined and remain undisturbed throughout the extent of construction.
 - b. Trees larger than thirty (30) inches in diameter (dbh) shall be considered “Historic” and shall be labeled as such on submitted site plans.
7. Tree protection fencing shall be established around the limits of the TPZ, typically the extent of the tree dripline.
8. Proposed trees shall be selected from a list of approved trees. Deviations from the approved list shall be submitted to the Department of Planning for approval prior to acceptance.
9. Trees or other plant materials identified on a list of Unacceptable Trees & Plant Materials shall not be selected or installed on any development.
10. Trees and understory vegetation shall only be approved as selected from the approved list of trees for utility trees.



(D) *Landscaping.*

1. All parking lots of more than four (4) parking spaces shall include planted trees in accordance with schedule 1, below:

Schedule 1

1 to 4 spaces	No trees required
5 to 30 spaces	1 tree for each 6 spaces or fraction thereof up to 30 spaces
31 to 100 spaces	5 trees for the first 30 spaces, plus 1 tree for each additional 7 spaces or fraction thereof
101 to 196 spaces	15 trees for the first 100 spaces, plus 1 tree for each additional 8 spaces or fraction thereof
197 to 304 spaces	27 trees for the first 196 spaces, plus 1 tree for each additional 9 spaces or fraction thereof
305 to 504 spaces	39 trees for the first 305 spaces, plus 1 tree for each additional 10 spaces or fraction thereof
505 or more spaces	59 trees for the first 505 spaces, plus 1 tree for each additional 11 spaces or fraction thereof

2. ~~Shade/ canopy trees~~ Frees shall be at least ~~one~~ two and one-half inches (~~1-1/2"~~) (2 1/2") in diameter at a point ~~six~~ twelve inches (~~6"~~) (12") above the ground when planted, ornamental/ understory trees shall be at least one and three-fourths inches (1 3/4") in diameter at the point twelve inches (12") above ground when planted and approved multi-stemmed trees shall be a minimum of seven feet (7') tall. ~~tree type shall be approved by the Zoning Administrator and~~ All trees shall be protected from potential damage by vehicles. Thirty (30) percent of required trees shall be placed within the perimeter of the actual parking surface area in those parking lots of over twenty (20) spaces, spaced not closer together than twenty (20) feet.
3. Interior landscaping for vehicular use areas (VUAs). Landscaping shall include trees, shrubs, flowers or other living matter and shall be provided for vehicular use areas in accordance with the following standards:
 - i. A minimum of five (5) percent of the total VUA shall be landscaped and the landscaping shall be dispersed throughout the paved area. The VUA landscaping shall only be required for uses that have more than twenty (20) parking spaces. ~~This section shall not apply to parking lots that are used for the sole purpose of selling vehicles.~~
 - ii. The VUA landscaping shall contain a variety of trees and be dispersed in the form of planting islands or peninsulas throughout the VUA. ~~The minimum size of planting areas shall be eighty (80) square feet.~~ The minimum size of a planting island or peninsula

containing a tree(s) within the VUA shall be two hundred (200) square feet with minimum dimensions of ten feet (10') by twenty feet (20') or a minimum of eighty (80) square feet if a tree is not proposed.

- iii. No more than one (1) tree shall be planted per two hundred (200) square feet of islands or peninsulas.
- iv. Planting islands within the VUA shall be required at the end of every other parking row, when parking rows are provided in the interior portions of the parking lot. (Illustration #1)

Illustration #1

1. All planting islands shall be planted with grass, low ground cover, shrubs, flowers, or any combination of these. Hard surfaces or gravel are not permitted in lieu of plant materials.
 2. All planting islands shall have a minimum of six (6) inch curbs installed to protect the planting area from vehicular traffic.
 3. All plant material (other than grass, or ground cover) located within landscape islands where vehicle overhangs are needed shall be setback a minimum of two (2) feet, six (6) inches from the edge of pavement or the face of the curb.
 4. Sign landscaping. Landscaping shall be located around the base of freestanding signs. The landscaping shall be ornamental in nature with shrubs, flowers and other ornamental plant materials. Sign landscaping is not required for freestanding signs permitted before the adoption of this article. The amount of landscape area required shall be one (1) square foot of landscape area per one (1) square foot of sign area. At least fifty (50) percent of the required landscaping area shall be planted with trees and/or shrubs.
 5. Building landscaping. Any blank façade, or portion of a façade, of a building that is not used for outdoor display, storage or loading/unloading shall be required to provide the following landscaping if the wall is visible from a public right-of-way. Blank facades shall be classified defined as any wall that does not have windows used for display or entry doors for employees or the general public. Buildings, which are ten thousand (10,000) square feet or smaller, shall be exempt, from from the requirements of this section.
 - i. Trees shall be provided on an average of at least one (1) tree per forty (40) linear feet of blank façade as defined above and shrubs shall be provided on an average of at least one (1) shrub per ten (10) linear feet of blank façade. This landscaping is not required to be placed in a linear design, but shall be required to be dispersed throughout the length of the building façade.
 - ii. Façades that abut VUAs shall have a minimum eight (8) feet wide planting area. This planting area can be reduced by four (4) feet if sidewalks are installed.
- (E) *Screening requirements.* The necessity of screening and the type of screening required varies greatly with each particular situation. Therefore, it is the intent of this section to provide a

discretionary measure in deciding the appropriate height, width and type of screening necessary, with the following provisions:

~~(1) Required screening; height limits. Screening shall be required and adequately maintained in the following situations:~~

- a. ~~1.~~ Where a business zone abuts a City or County residential zone, a screen ~~will~~ shall be required along the boundary of the business property adjacent to the residential property.
- b. ~~2.~~ Where an industrial zone abuts a City of County residential zone, a screen ~~will~~ shall be required along the boundary of the industrial property adjacent to the residential property.
- c. ~~Where a business or industrial zone abuts a county residential zone, a screen will be required along the boundary of the adjacent residential zone.~~

- ~~1.~~ 3. Where on any lot, or portion thereof, automobiles, appliances and their component parts are under repair or reduction, a screen shall be required.
- ~~2.~~ 4. Off-street parking lots shall be screened when located adjacent to or in a residential zone.
- ~~3.~~ 5. Mobile home parks shall provide a screen along their property lines as required by section ~~62-60 (5) (b)~~ 126-69 (5).
- ~~4.~~ 6. Commercial or industrial businesses shall provide a screen between the commercial or industrial business and any residential use located adjacent to it, irrespective of zone.
- ~~5.~~ 7. Fences in a residential zone, which may be placed along a boundary for the purpose of providing privacy or security to the resident, shall follow the following height limitations: (Illustration #2)

- i. Front yard: Four (4) feet. Fences shall be of a decorative design; ~~(chainlink chain-link)~~, barbed wire, stock wire, chicken wire and similar type fences are not permitted in the front yard).
- ii. Side yard: Six (6) feet.
- iii. Rear yard: Eight (8) feet.

~~(2) a.~~ For the purpose of this section, the term "fence" shall be interpreted to include any type of fence, wall, trellis or structure placed for the purpose of this section.

~~(3) b.~~ All fences shall be constructed of durable materials and shall be installed to withstand the elements. Fences shall be maintained in good repair at all times.

~~(4) c.~~ Uses specified above as requiring screening shall provide a visual obstruction from adjacent properties in conformance with the following standards:

- (1) The screen may be composed of view-obscuring vegetation, wall, fence, or berm.

- (2) The items may be used individually or in combination. Fences constructed of ~~chainlink~~ chain-link, barbed wire, stock wire, chicken wire or other similar type fences are not permitted when used for screening.
- (3) The result shall be a semi-opaque eighty (80) percent screen, which obscures views from the ground to a height of the object being screened; however, the screen is not required to exceed eight (8) feet.
- (4) Plant materials shall be at least two (2) feet tall at the time of installation and reach the desired height within three (3) to five (5) years.
- (5) When a combination of features is proposed, one-fourth (1/4) of the surface area of a walls, fences or berms that face off-site must be covered with plant material within three (3) to five (5) years.
- (6) ~~Additionally, screen~~ Screening areas shall be sufficient to allow for the mature growth of plant materials when used.
- (7) ~~Plan approval. The procedure to determine screening height, type and width is as follows: The~~ 8. A developer shall submit ~~the developer's plat~~ a site plan to the Planning and Zoning Administrator ~~and City Engineer~~ and shall show the proposed type of screening to be located along the boundary of the developer's property.

(F) *Enforcement.*

1. Inspections will be conducted by the ~~City planning office~~ Department of Planning after the installation of landscaping to ensure compliance with the submitted and approved site plan.
2. The removal or destruction of landscape material previously approved by the City shall constitute a violation of this chapter. Replacement of landscape material shall be of like size as that which was removed or destroyed.
3. Violation of this article shall be grounds for the refusal of a certificate of occupancy, require replacement of landscape material, and/or will subject those in violation to the established fines and penalties of this chapter.

(G) *Waiver of requirements.* The Planning Commission shall have the authority to grant a waiver of any of the requirements in this section upon written request, which outlines the rationale for the waiver. The Planning Commission shall review each written request and grant a waiver only:

- a. under unusual or extreme circumstances which cause an unreasonable hardship such as the size of the lot ~~;~~ ;
- b. when an innovative or alternative approach can be made which still meets the intent and purpose of this section.

Sec. 126-87. Mobile Food Vehicles and Food Tents.

- (a) *Purpose and intent.*
- (b) *Definitions.*
- (c) *Exemptions.*

- (d) *Zoning locations.*
- (e) *Location and hours.*
- (f) *Self-contained units and appurtenances.*
- (g) *Garbage disposal.*
- (h) *Serving articles and alcoholic beverages.*
- (i) *Special events.* Mobile Food Vehicles are prohibited from vending two thousand, five hundred (2,500) feet from special event permitted areas; including, but not limited to, Barbeque on the River and Quilt Week unless the Mobile Food Vehicle is permitted by the City; the City Parks Services Department and/or the permit holder responsible for the special event. ~~The “Safety Guidelines for Special Events and Mobile Food Vehicles” must be obtained from the Paducah Fire Prevention Division and followed thereto.~~ Mobile Food Vehicles shall comply with all aspects of applicable provisions of the National Fire Protection Association (NFPA) Code 1 (2018 Edition), Chapter 50 (Commercial Cooking), and any future amendments thereto adopted by the NFPA, unless specifically omitted by amendment to this article.
- (j) *Noise.*
- (k) *Application and permitting.*
- (l) *Food Tents.*

Sec. 126-108. Downtown Business Townlift Zone, B-2-T.

The purpose of this zone is to encourage the development, redevelopment and the preservation of the City's Townlift area.

- (1) *Principal permitted uses.*
 - a. Trade, business and vocational schools;
 - b. Places of amusement, assembly and recreation;
 - c. Assembly buildings of fraternal, professional and labor organizations;
 - d. Commercial parking lots and garages;
 - e. Newspapers and printing establishments;
 - f. Radio and TV stations;
 - g. Residential dwelling units;
 - h. Restaurant/bakery/pub (no drive through permitted);
 - i. Retail;
 - j. Short-term rentals (includes special event short-term rentals);
 - k. Hotels/ motels
 - l. Bed & breakfasts
 - k m. Any other similar use which, in the Commission's opinion, would not impair the business character of the downtown area.
- (2) *Minimum area and yard requirements.* None.
- (3) *Maximum building height.* None.
- (4) *Parking requirements.*
- (5) *Minimum sight distance.*

- (6) *Ground floor use.* The ground floor of all structures in the B-2-T Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may also be ~~located~~ permitted in the rear one-third (1/3) of the ground floor.

Sec. 126-115. Historical Zones, H-1 and H-2.

- (a) *Use provisions for the Historic Commercial Zone, H-1.* The purpose of the H-1 Zone is to encourage the development, redevelopment and the preservation of the City's historic commercial area.
- (1) *Principal permitted uses.*
 - (2) *Minimum yard requirements.*
 - (3) *Minimum area requirements.*
 - (4) *Maximum building height.*
 - (5) *Parking requirements.*
- (6) *Ground floor use.* The ground floor of all structures in the H-1 Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may also be ~~located~~ permitted in the rear one-third (1/3) of the ground floor.

STAFF RECOMMENDATION

Based upon the positive recommendation from the Planning Commission, staff recommends the City Commission adopt the zoning text amendments contained herein.

ORDINANCE NO. 2022-____ - _____

**AN ORDINANCE AMENDING CHAPTER 126
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211; and

WHEREAS, a public hearing was held on May 5, 2022 by the Planning Commission after advertisement pursuant to law; and

WHEREAS, the Paducah Planning Commission duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing; and

WHEREAS, the Planning Commission adopted a proposal to change the text of Chapter 126 of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect the changes.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends the following sections of the Paducah Code of Ordinances as follows:

Sec. 126-73. Home occupations.

Home occupations are conditionally permitted uses and shall be approved in compliance with the following regulations.

- (1) *Nature of use.* Home occupations may include the office or studio in the residence of the following:
 - a. Doctor;
 - b. Dentist;
 - c. Artist;
 - d. Lawyer;
 - e. Engineer;
 - f. [~~Antique shop~~] Tailor;
 - g. Teacher (with musical instruction limited to one (1) pupil at a time);
 - h. Realtor;
 - i. Insurance agent;
 - j. [~~Dressmaker~~;]

~~k.~~ Other similar uses except a barbershop, beauty shop, tearoom, or animal hospital (see definition of home occupation, section 126-3).

(2) *Use restrictions.* The following restrictions shall be placed on the above home occupations:

- a. Must be conducted exclusively by the resident and no more than one (1) employee.
- b. Not more than one-fourth (1/4) of one (1) floor of the residence shall be used.
- c. Alterations and construction shall be allowed, provided that the external character and appearance of the building remains unchanged and the requirements of this article are met.
- d. An indirectly lighted sign of not over one (1) square foot shall be permitted and shall be attached flat against the dwelling.

(3) *Conditions.* The Board of Adjustment may attach conditions to its approval which are necessary to preserve the character of the district in which the proposed use will be located.

(4) *Staff approval.* Staff may approve home occupations when the proposed home occupation meets the following provisions:

- a. No employees who do not reside at the residence.
- b. No storage of stock or goods.
- c. No customers may come to the residence.
- d. No signage on the property.
- e. Home occupation must be clearly incidental and subordinate to the residential use.
- f. Property owner must register their name and address with the Department of Planning.
- g. Business owner must obtain a business license.

Sec. 126-83 Landscape regulations.

(A) *Purpose.*

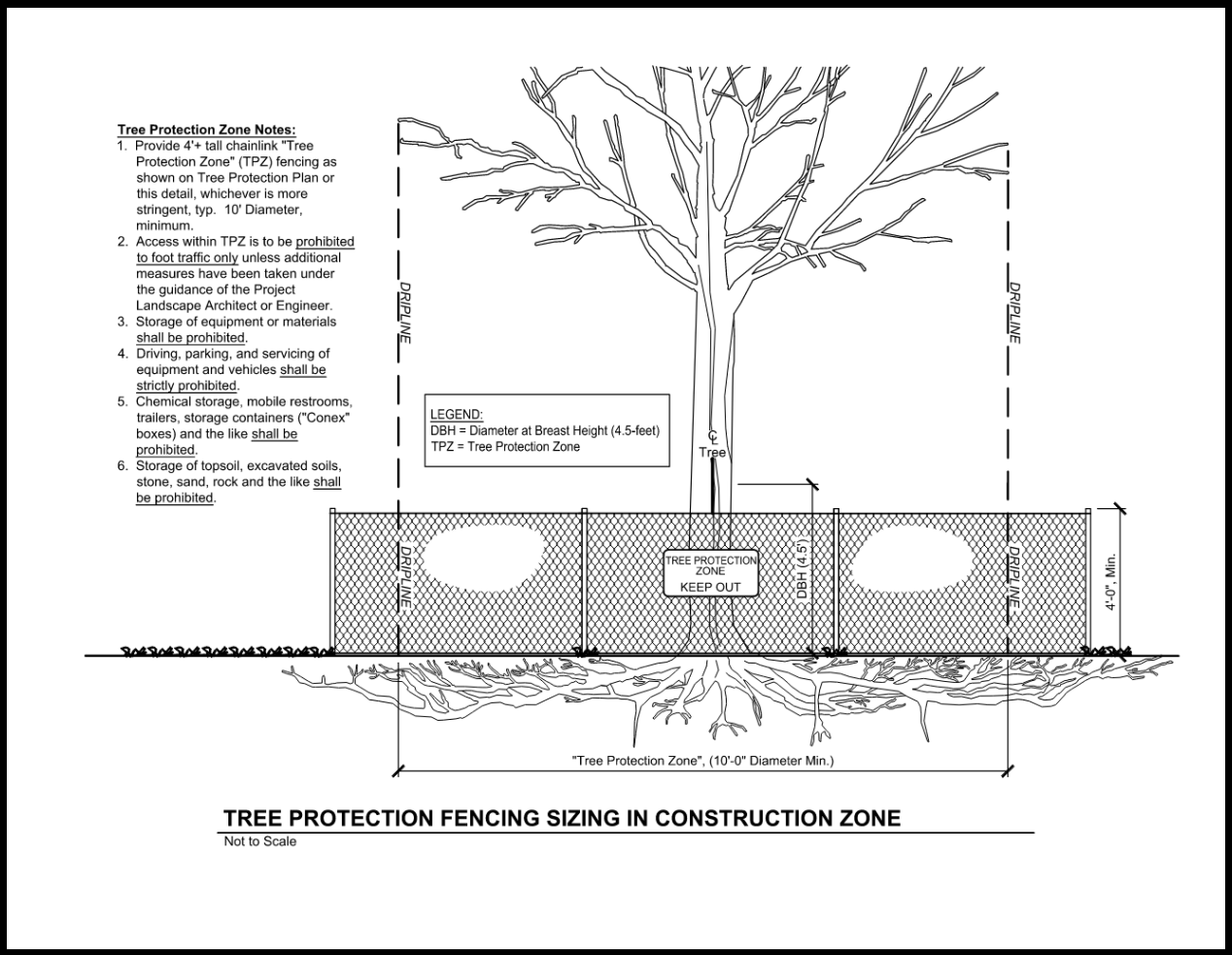
(B) *Landscape review procedure.*

(C) *General requirements.*

1. All landscaping materials shall be installed in a sound manner, and according to accepted good construction and planting procedures. Any landscape material, which fails to meet the minimum requirements of this article at the time of installation, shall be removed and replaced with acceptable materials. The ~~[person in charge of, or in control of, the property whether as]~~ owner, lessee, tenant[,] or occupant ~~[or otherwise,]~~ shall be responsible for the continued proper maintenance of all landscaping materials and shall keep them in a proper, neat, and orderly appearance free from refuse, debris, noxious weeds and unwanted grass at all times. All unhealthy or dead plant material shall be replaced within four (4) months or by the next fall or spring planting season, whichever comes first~~[- while other]~~ . Other defective landscape material shall be replaced or repaired within two (2) months. Plant material shall not be severely pruned such that the natural growth pattern or characteristic form

is significantly altered. Topping or heading back trees, as defined by the International Society of Arboriculture, is prohibited. The severe cutting of limbs to stubs larger than three (3) inches in diameter is prohibited. Utility companies are exempt from this requirement.

2. Paducah, Kentucky is located within the USDA Plant Hardiness Zone [~~#6~~] 7a.
3. Existing trees shall be: [~~preserved where possible.~~]
 - a. Preserved where possible as determined by the Zoning Administrator or designee.
 - b. Inventoried on properties proposed for new development to include:
 1. All trees greater than or equal to four (4) inches in diameter at breast height (dbh),
 2. Trees growing immediately adjacent to and/ or over the property from adjacent properties,
 3. Trees in public Rights-of-way immediately adjacent to the property,
 4. Tree dripline/extent of tree canopy shall be shown on site plans,
 5. Tree protection zone (TPZ) shall be established, at a minimum, to the extent of the drip line of trees to be preserved.
4. Surfaces denuded of vegetation shall be seeded or sodded to prevent soil erosion.
5. Sight triangles: See section [~~126-66~~] 126-65.
6. Trees larger in diameter (dbh) than fifteen (15) inches shall be considered “Significant” and shall be preserved intact without damage, unless approval is given for removal by the Zoning Administrator or designee.
 - a. A TPZ shall be determined and remain undisturbed throughout the extent of construction.
 - b. Trees larger than thirty (30) inches in diameter (dbh) shall be considered “Historic” and shall be labeled as such on submitted site plans.
7. Tree protection fencing shall be established around the limits of the TPZ, typically the extent of the tree dripline.
8. Proposed trees shall be selected from a list of approved trees. Deviations from the approved list shall be submitted to the Department of Planning for approval prior to acceptance.
9. Trees or other plant materials identified on a list of Unacceptable Trees & Plant Materials shall not be selected or installed on any development.
10. Trees and understory vegetation shall only be approved as selected from the approved list of trees for utility trees.



(D) *Landscaping.*

1. All parking lots of more than four (4) parking spaces shall include planted trees in accordance with schedule 1, below:

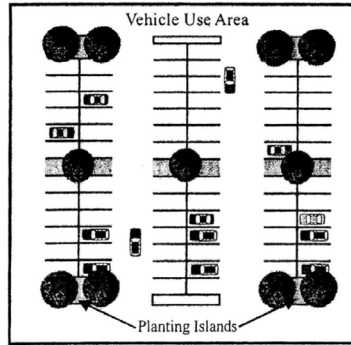
Schedule 1

1 to 4 spaces	No trees required
5 to 30 spaces	1 tree for each 6 spaces or fraction thereof up to 30 spaces
31 to 100 spaces	5 trees for the first 30 spaces, plus 1 tree for each additional 7 spaces or fraction thereof
101 to 196 spaces	15 trees for the first 100 spaces, plus 1 tree for each additional 8 spaces or fraction thereof

197 to 304 spaces	27 trees for the first 196 spaces, plus 1 tree for each additional 9 spaces or fraction thereof
305 to 504 spaces	39 trees for the first 305 spaces, plus 1 tree for each additional 10 spaces or fraction thereof
505 or more spaces	59 trees for the first 505 spaces, plus 1 tree for each additional 11 spaces or fraction thereof

2. Shade/ canopy trees [~~Trees~~] shall be at least [~~one~~] two and one-half inches [(1-1/2")] (2 1/2") in diameter at a point [~~six~~] twelve inches [(6")] (12") above the ground when planted, ornamental/ understory trees shall be at least one and three-fourths inches (1 3/4") in diameter at the point twelve inches (12") above ground when planted and approved multi-stemmed trees shall be a minimum of seven feet (7') tall. [~~tree type shall be approved by the Zoning Administrator and~~] All trees shall be protected from potential damage by vehicles. Thirty (30) percent of required trees shall be placed within the perimeter of the actual parking surface area in those parking lots of over twenty (20) spaces, spaced not closer together than twenty (20) feet.
3. Interior landscaping for vehicular use areas (VUAs). Landscaping shall include trees, shrubs, flowers or other living matter and shall be provided for vehicular use areas in accordance with the following standards:
 - i. A minimum of five (5) percent of the total VUA shall be landscaped and the landscaping shall be dispersed throughout the paved area. The VUA landscaping shall only be required for uses that have more than twenty (20) parking spaces. [~~This section shall not apply to parking lots that are used for the sole purpose of selling vehicles.~~]
 - ii. The VUA landscaping shall contain a variety of trees and be dispersed in the form of planting islands or peninsulas throughout the VUA. [~~The minimum size of planting areas shall be eighty (80) square feet.~~] The minimum size of a planting island or peninsula containing a tree(s) within the VUA shall be two hundred (200) square feet with minimum dimensions of ten feet (10') by twenty feet (20') or a minimum of eighty (80) square feet if a tree is not proposed.
 - iii. No more than one (1) tree shall be planted per two hundred (200) square feet of islands or peninsulas.
 - iv. Planting islands within the VUA shall be required at the end of every other parking row, when parking rows are provided in the interior portions of the parking lot. (Illustration #1)

Illustration #1



1. All planting islands shall be planted with grass, low ground cover, shrubs, flowers[,] or any combination of these. Hard surfaces or gravel are not permitted in lieu of plant materials.
2. All planting islands shall have a minimum of six (6) inch curbs installed to protect the planting area from vehicular traffic.
3. All plant material (other than grass, or ground cover) located within landscape islands where vehicle overhangs are needed shall be setback a minimum of two (2) feet, six (6) inches from the edge of pavement or the face of the curb.
4. Sign landscaping. Landscaping shall be located around the base of freestanding signs. The landscaping shall be ornamental in nature with shrubs, flowers and other ornamental plant materials. Sign landscaping is not required for freestanding signs permitted before the adoption of this article. The amount of landscape area required shall be one (1) square foot of landscape area per one (1) square foot of sign area. At least fifty (50) percent of the required landscaping area shall be planted with trees and/or shrubs.
5. Building landscaping. Any blank façade, or portion of a façade, of a building that is not used for outdoor display, storage or loading/unloading shall be required to provide the following landscaping if the wall is visible from a public right-of-way. Blank facades shall be ~~[classified]~~ defined as any wall that does not have windows used for display or entry doors for employees or the general public. Buildings, which are ten thousand (10,000) square feet or smaller, shall be exempt~~[, form]~~ from the requirements of this section.
 - i. Trees shall be provided on an average of at least one (1) tree per forty (40) linear feet of blank façade as defined above and shrubs shall be provided on an average of at least one (1) shrub per ten (10) linear feet of blank façade. This landscaping is not required to be placed in a linear design, but shall be required to be dispersed throughout the length of the building façade.

- ii. Façades that abut VUAs shall have a minimum eight (8) feet wide planting area. This planting area can be reduced by four (4) feet if sidewalks are installed.

(E) *Screening requirements.* The necessity [of screening] and [the] type of screening required varies greatly with each particular situation. Therefore, it is the intent of this section to provide a discretionary measure in deciding the appropriate height, width and type of screening necessary, with the following provisions:

(1) [~~Required screening; height limits. Screening shall be required and adequately maintained in the following situations:]~~]

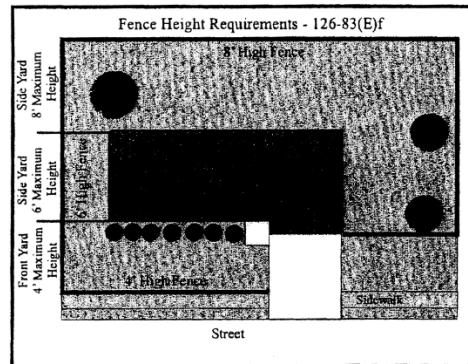
- a. ~~1.~~ 1. Where a business zone abuts a City or County residential zone, a screen [will] shall be required along the boundary of the business property adjacent to the residential property.
- b. ~~2.~~ 2. Where an industrial zone abuts a City of County residential zone, a screen [will] shall be required along the boundary of the industrial property adjacent to the residential property.
- c. [~~Where a business or industrial zone abuts a county residential zone, a screen will be required along the boundary of the adjacent residential zone.~~]
 - ~~1.~~ 3. Where on any lot, or portion thereof, automobiles, appliances and their component parts are under repair or reduction, a screen shall be required.
 - ~~2.~~ 4. Off-street parking lots shall be screened when located adjacent to or in a residential zone.
 - ~~3.~~ 5. Mobile home parks shall provide a screen along their property lines as required by section [~~62-60 (5) (b)~~] 126-69 (5).
 - ~~4.~~ 6. Commercial or industrial businesses shall provide a screen between the commercial or industrial business and any residential use located adjacent to it, irrespective of zone.
 - ~~5.~~ 7. Fences in a residential zone, which may be placed along a boundary for the purpose of providing privacy or security to the resident, shall follow the following height limitations: (Illustration #2)

- i. Front yard: Four (4) feet. Fences shall be of a decorative design[;] (~~chainlink~~] chain-link, barbed wire, stock wire, chicken wire and similar type fences are not permitted in the front yard).

- ii. Side yard: Six (6) feet.

- iii. Rear yard: Eight (8) feet.

Illustration #2



- (2) a. For the purpose of this section, the term "fence" shall be interpreted to include any type of fence, wall, trellis or structure placed for the purpose of this section.
- (3) b. All fences shall be constructed of durable materials and shall be installed to withstand the elements. Fences shall be maintained in good repair at all times.
- (4) c. Uses specified above as requiring screening shall provide a visual obstruction from adjacent properties in conformance with the following standards:
- (1) The screen may be composed of view-obscuring vegetation, wall, fence[,] or berm.
 - (2) The items may be used individually or in combination. Fences constructed of [~~chainlink~~] chain-link, barbed wire, stock wire, chicken wire or other similar type fences are not permitted when used for screening.
 - (3) The result shall be a semi-opaque eighty (80) percent screen, which obscures views from the ground to a height of the object being screened; however, the screen is not required to exceed eight (8) feet.
 - (4) Plant materials shall be at least two (2) feet tall at the time of installation and reach the desired height within three (3) to five (5) years.
 - (5) When a combination of features is proposed, one-fourth (1/4) of the surface area of a walls, fences or berms that face off-site must be covered with plant material within three (3) to five (5) years.
 - (6) [~~Additionally, screen~~] Screening areas shall be sufficient to allow for the mature growth of plant materials when used.
 - (7) [~~Plan approval. The procedure to determine screening height, type and width is as follows: The~~] 8. A developer shall submit [the developer's plat] a site plan to the Planning and Zoning Administrator [~~and City Engineer~~] and shall show the proposed type of screening to be located along the boundary of the developer's property.

(F) *Enforcement.*

1. Inspections will be conducted by the [~~City planning office~~] Department of Planning after the installation of landscaping to ensure compliance with the submitted and approved site plan.
2. The removal or destruction of landscape material previously approved by the City shall constitute a violation of this chapter. Replacement of landscape material shall be of like size as that which was removed or destroyed.
3. Violation of this article shall be grounds for the refusal of a certificate of occupancy, require replacement of landscape material, and/or will subject those in violation to the established fines and penalties of this chapter.

(G) *Waiver of requirements.* The Planning Commission shall have the authority to grant a waiver of any of the requirements in this section upon written request, which outlines the rationale for the waiver. The Planning Commission shall review each written request and grant a waiver only:

- a. under unusual or extreme circumstances which cause an unreasonable hardship such as the size of the lot. [~~;~~ ~~or~~]
- b. when an innovative or alternative approach can be made which still meets the intent and purpose of this section.

Sec. 126-87. Mobile Food Vehicles and Food Tents.

- (a) *Purpose and intent.*
- (b) *Definitions.*
- (c) *Exemptions.*
- (d) *Zoning locations.*
- (e) *Location and hours.*
- (f) *Self-contained units and appurtenances.*
- (g) *Garbage disposal.*
- (h) *Serving articles and alcoholic beverages.*
- (i) *Special events.* Mobile Food Vehicles are prohibited from vending two thousand, five hundred (2,500) feet from special event permitted areas; including, but not limited to, Barbeque on the River and Quilt Week unless the Mobile Food Vehicle is permitted by the City; the City Parks Services Department and/or the permit holder responsible for the special event. [~~The “Safety Guidelines for Special Events and Mobile Food Vehicles” must be obtained from the Paducah Fire Prevention Division and followed thereto.~~] Mobile Food Vehicles shall comply with all aspects of applicable provisions of the National Fire Protection Association (NFPA) Code 1 (2018 Edition), Chapter 50 (Commercial Cooking), and any future amendments thereto adopted by the NFPA, unless specifically omitted by amendment to this article.
- (j) *Noise.*

(k) *Application and permitting.*

(l) *Food Tents.*

Sec. 126-108. Downtown Business Townlift Zone, B-2-T.

The purpose of this zone is to encourage the development, redevelopment and the preservation of the City's Townlift area.

(1) *Principal permitted uses.*

- a. Trade, business and vocational schools;
- b. Places of amusement, assembly and recreation;
- c. Assembly buildings of fraternal, professional and labor organizations;
- d. Commercial parking lots and garages;
- e. Newspapers and printing establishments;
- f. Radio and TV stations;
- g. Residential dwelling units;
- h. Restaurant/bakery/pub (no drive through permitted);
- i. Retail;
- j. Short-term rentals (includes special event short-term rentals);
- k. Hotels/ motels
- l. Bed & breakfasts

k m. Any other similar use which, in the Commission's opinion, would not impair the business character of the downtown area.

(2) *Minimum area and yard requirements.* None.

(3) *Maximum building height.* None.

(4) *Parking requirements.*

(5) *Minimum sight distance.*

(6) *Ground floor use.* The ground floor of all structures in the B-2-T Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may also be [~~located~~] permitted in the rear one-third (1/3) of the ground floor.

Sec. 126-115. Historical Zones, H-1 and H-2.

(a) *Use provisions for the Historic Commercial Zone, H-1.* The purpose of the H-1 Zone is to encourage the development, redevelopment and the preservation of the City's historic commercial area.

(1) *Principal permitted uses.*

(2) *Minimum yard requirements.*

(3) *Minimum area requirements.*

(4) *Maximum building height.*

(5) *Parking requirements.*

(6) *Ground floor use.* The ground floor of all structures in the H-1 Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may also be [~~located~~] permitted in the rear one-third (1/3) of the ground floor.

SECTION 2. 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 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. 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 the City Clerk, _____

Published by *The Paducah Sun*, _____

ord\Plan\126 Zoning Text Amendment – Landscape, Mobile Food, Zoning 2022

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-73 *HOME OCCUPATIONS*; SECTION 126-83 *LANDSCAPE REGULATIONS*; SECTION 126-87 *MOBILE FOOD VEHICLES AND FOOD TENTS*; SECTION 126-108 *DOWNTOWN BUSINESS TOWNLIFT ZONE, B-2-T* AND SECTION 126-115 *HISTORICAL ZONES, H-1 AND H-2* OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211, and

WHEREAS, a public hearing was held on May 5, 2022 by the Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to change the text of various sections of the City of Paducah zoning ordinance as included herein.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to revise the Paducah Zoning Ordinance as follows:

Sec. 126-73. Home occupations.

Home occupations are conditionally permitted uses and shall be approved in compliance with the following regulations.

(1) *Nature of use.* Home occupations may include the office or studio in the residence of the following:

- a. Doctor;
- b. Dentist;
- c. Artist;
- d. Lawyer;
- e. Engineer;
- f. ~~Antique-shop~~ **Tailor**;
- g. Teacher (with musical instruction limited to one (1) pupil at a time);
- h. Realtor;
- i. Insurance agent;
- j. ~~Dressmaker~~;
- k. Other similar uses except a barbershop, beauty shop, tearoom, or animal hospital (see definition of home occupation, section 126-3).

(2) *Use restrictions.* The following restrictions shall be placed on the above home occupations:

- a. Must be conducted exclusively by the resident and no more than one (1) employee.
- b. Not more than one-fourth (1/4) of one (1) floor of the residence shall be used.
- c. Alterations and construction shall be allowed, provided that the external character and appearance of the building remains unchanged and the requirements of this article are met.
- d. An indirectly lighted sign of not over one (1) square foot shall be permitted and shall be attached flat against the dwelling.

(3) *Conditions.* The Board of Adjustment may attach conditions to its approval which are necessary to preserve the character of the district in which the proposed use will be located.

(4) *Staff approval.* Staff may approve home occupations when the proposed home occupation meets the following provisions:

- a. No employees who do not reside at the residence.
- b. No storage of stock or goods.
- c. No customers may come to the residence.
- d. No signage on the property.
- e. Home occupation must be clearly incidental and subordinate to the residential use.
- f. Property owner must register their name and address with the Department of Planning.
- g. Business owner must obtain a business license.

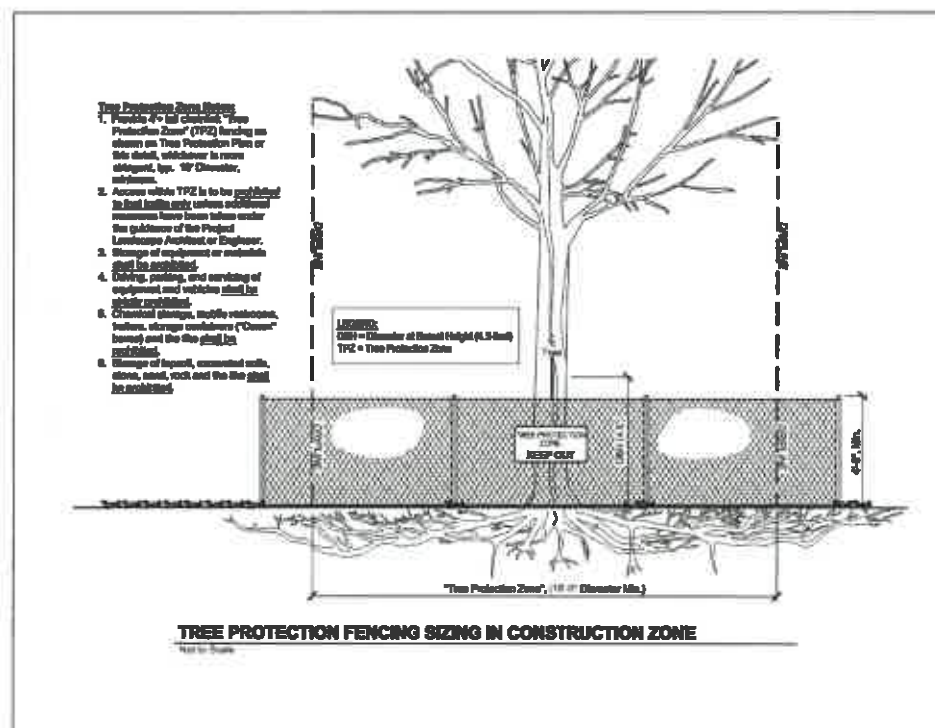
Sec. 126-83 Landscape regulations.

(A) *Purpose.*

(B) *Landscape review procedure.*

(C) *General requirements.*

1. All landscaping materials shall be installed in a sound manner, and according to accepted good construction and planting procedures. Any landscape material, which fails to meet the minimum requirements of this article at the time of installation, shall be removed and replaced with acceptable materials. The ~~person in charge of, or in control of, the property whether as~~ owner, lessee, tenant, ~~or~~ occupant ~~or otherwise~~, shall be responsible for the continued proper maintenance of all landscaping materials and shall keep them in a proper, neat, and orderly appearance free from refuse, debris, noxious weeds and unwanted grass at all times. All unhealthy or dead plant material shall be replaced within four (4) months or by the next ~~fall or spring~~ planting season, whichever comes first; ~~while other~~ . Other defective landscape material shall be replaced or repaired within two (2) months. Plant material shall not be severely pruned such that the natural growth pattern or characteristic form is significantly altered. Topping ~~or heading back~~ trees, as defined by the International Society of Arboriculture, is prohibited. The severe cutting of limbs to stubs larger than three (3) inches in diameter is prohibited. Utility companies are exempt from this requirement.
2. Paducah, Kentucky is located within the USDA Plant Hardiness Zone #6 7a.
3. Existing trees shall be: ~~preserved where possible~~.
 - a. Preserved where possible as determined by the Zoning Administrator or designee.
 - b. Inventoried on properties proposed for new development to include:
 1. All trees greater than or equal to four (4) inches in diameter at breast height (dbh).
 2. Trees growing immediately adjacent to and/ or over the property from adjacent properties.
 3. Trees in public Rights-of-way immediately adjacent to the property.
 4. Tree dripline/extent of tree canopy shall be shown on site plans.
 5. Tree protection zone (TPZ) shall be established, at a minimum, to the extent of the drip line of trees to be preserved.
4. Surfaces denuded of vegetation shall be seeded or sodded to prevent soil erosion.
5. Sight triangles: See section ~~126-66~~ 126-65.
6. Trees larger in diameter (dbh) than fifteen (15) inches shall be considered "Significant" and shall be preserved intact without damage, unless approval is given for removal by the Zoning Administrator or designee.
 - a. A TPZ shall be determined and remain undisturbed throughout the extent of construction.
 - b. Trees larger than thirty (30) inches in diameter (dbh) shall be considered "Historic" and shall be labeled as such on submitted site plans.
7. Tree protection fencing shall be established around the limits of the TPZ, typically the extent of the tree dripline.
8. Proposed trees shall be selected from a list of approved trees. Deviations from the approved list shall be submitted to the Department of Planning for approval prior to acceptance.
9. Trees or other plant materials identified on a list of Unacceptable Trees & Plant Materials shall not be selected or installed on any development.
10. Trees and understory vegetation shall only be approved as selected from the approved list of trees for utility trees.



(D) Landscaping.

1. All parking lots of more than four (4) parking spaces shall include planted trees in accordance with schedule 1, below:

Schedule 1

1 to 4 spaces	No trees required
5 to 30 spaces	1 tree for each 6 spaces or fraction thereof up to 30 spaces
31 to 100 spaces	5 trees for the first 30 spaces, plus 1 tree for each additional 7 spaces or fraction thereof
101 to 196 spaces	15 trees for the first 100 spaces, plus 1 tree for each additional 8 spaces or fraction thereof
197 to 304 spaces	27 trees for the first 196 spaces, plus 1 tree for each additional 9 spaces or fraction thereof
305 to 504 spaces	39 trees for the first 305 spaces, plus 1 tree for each additional 10 spaces or fraction thereof
505 or more spaces	59 trees for the first 505 spaces, plus 1 tree for each additional 11 spaces or fraction thereof

2. ~~Shade/ canopy trees~~ Trees shall be at least ~~one two~~ and one-half inches (~~1-1/2"~~ (2 1/2") in diameter at a point ~~six twelve~~ inches (~~6"~~ (12") above the ground when planted, ~~ornamental/ understory trees~~ shall be at least ~~one and three-fourths~~ inches (1 3/4") in diameter at the point ~~twelve~~ inches (12") above ground when planted and approved multi-stemmed trees shall be a minimum of seven feet (7') tall. ~~tree type shall be approved by the Zoning Administrator and~~ All trees shall be protected from potential damage by vehicles. Thirty (30) percent of required trees shall be placed within the perimeter of the actual parking surface area in those parking lots of over twenty (20) spaces, ~~spaced not closer together than twenty (20) feet.~~
3. Interior landscaping for vehicular use areas (VUAs). Landscaping ~~shall include trees, shrubs, flowers or other living matter and~~ shall be provided for vehicular use areas in accordance with the following standards:
 - i. A minimum of five (5) percent of the total VUA shall be landscaped and the landscaping shall be dispersed throughout the paved area. The VUA landscaping shall only be required for uses that have more than twenty (20) parking spaces. ~~This section shall not apply to parking lots that are used for the sole purpose of selling vehicles.~~
 - ii. The VUA landscaping shall contain a variety of trees and be dispersed in the form of planting islands or peninsulas throughout the VUA. ~~The minimum size of planting areas shall be eighty (80) square feet. The minimum size of a planting island or peninsula containing a tree(s) within the VUA shall be two hundred (200) square feet with minimum dimensions of ten feet (10') by twenty feet (20') or a minimum of eighty (80) square feet if a tree is not proposed.~~
 - iii. ~~No more than one (1) tree shall be planted per two hundred (200) square feet of islands or peninsulas.~~
 - iv. Planting islands within the VUA shall be required at the end of every other parking row, when parking rows are provided in the interior portions of the parking lot. (Illustration #1)

Illustration #1

1. All planting islands shall be planted with grass, low ground cover, shrubs, flowers, or any combination of these. Hard surfaces or gravel are not permitted ~~in lieu of plant materials.~~
2. All planting islands shall have a minimum of six (6) inch curbs installed to protect the planting area from vehicular traffic.
3. All plant material (other than grass, or ground cover) located within landscape islands where vehicle overhangs are needed shall be setback a minimum of two (2) feet, six (6) inches from the edge of pavement or ~~the face of the~~ curb.
4. Sign landscaping. Landscaping shall be located around the base of freestanding signs. The landscaping shall be ornamental in nature with shrubs, flowers and other ornamental plant materials. Sign landscaping is not required for freestanding signs permitted before the adoption of this article. The amount of landscape area required shall be one (1)

square foot of landscape area per one (1) square foot of sign area. At least fifty (50) percent of the required landscaping area shall be planted with trees and/or shrubs.

5. Building landscaping. Any blank façade, or portion of a façade, of a building that is not used for outdoor display, storage or loading/unloading shall be required to provide the following landscaping if the wall is visible from a public right-of-way. Blank facades shall be ~~classified~~ defined as any wall that does not have windows used for display or entry doors for employees or the general public. Buildings, which are ten thousand (10,000) square feet or smaller, shall be exempt ~~form~~ from the requirements of this section.
 - i. Trees shall be provided on an average of at least one (1) tree per forty (40) linear feet of blank façade as defined above and shrubs shall be provided on an average of at least one (1) shrub per ten (10) linear feet of blank façade. This landscaping is not required to be placed in a linear design, but shall be required to be dispersed throughout the length of the building façade.
 - ii. Façades that abut VUAs shall have a minimum eight (8) feet wide planting area. This planting area can be reduced by four (4) feet if sidewalks are installed.

(E) *Screening requirements.* The necessity ~~of screening~~ and ~~the~~ type of screening required varies greatly with each particular situation. Therefore, it is the intent of this section to provide a discretionary measure in deciding the appropriate height, width and type of screening necessary, with the following provisions:

~~(1) Required screening; height limits. Screening shall be required and adequately maintained in the following situations:~~

- a. ~~1.~~ 1. Where a business zone abuts a City or County residential zone, a screen ~~will~~ shall be required along the boundary of the business property adjacent to the residential property.
- b. ~~2.~~ 2. Where an industrial zone abuts a City of County residential zone, a screen ~~will~~ shall be required along the boundary of the industrial property adjacent to the residential property.
- c. ~~Where a business or industrial zone abuts a county residential zone, a screen will be required along the boundary of the adjacent residential zone.~~
 - ~~1.~~ 3. Where on any lot, or portion thereof, automobiles, appliances and their component parts are under repair or reduction, a screen shall be required.
 - ~~2.~~ 4. Off-street parking lots shall be screened when located adjacent to or in a residential zone.
 - ~~3.~~ 5. Mobile home parks shall provide a screen along their property lines as required by section ~~62-60(5)(b)~~ 126-69 (5).
 - ~~4.~~ 6. Commercial or industrial businesses shall provide a screen between the commercial or industrial business and any residential use located adjacent to it, irrespective of zone.
 - ~~5.~~ 7. Fences in a residential zone, which may be placed along a boundary for the purpose of providing privacy or security to the resident, shall follow the following height limitations:
(Illustration #2)

- i. Front yard: Four (4) feet. Fences shall be of a decorative design, ~~(chainlink~~ chain-link, barbed wire, stock wire, chicken wire and similar type fences are not permitted in the front yard).
- ii. Side yard: Six (6) feet.
- iii. Rear yard: Eight (8) feet.

~~(2) a.~~ a. For the purpose of this section, the term "fence" shall be interpreted to include any type of fence, wall, trellis or structure placed for the purpose of this section.

~~(3) b.~~ b. All fences shall be constructed of durable materials and shall be installed to withstand the elements. Fences shall be maintained in good repair at all times.

~~(4) c.~~ c. Uses specified above as requiring screening shall provide a visual obstruction from adjacent properties in conformance with the following standards:

- (1) The screen may be composed of view-obscuring vegetation, wall, fence, or berm.
- (2) The items may be used individually or in combination. Fences constructed of ~~chainlink~~ chain-link, barbed wire, stock wire, chicken wire or other similar type fences are not permitted when used for screening.
- (3) The result shall be a semi-opaque eighty (80) percent screen, which obscures views from the ground to a height of the object being screened; however, the screen is not required to exceed eight (8) feet.

- (4) Plant materials shall be at least two (2) feet tall at the time of installation and reach the desired height within three (3) to five (5) years.
- (5) When a combination of features is proposed, one-fourth (1/4) of the surface area of a walls, fences or berms that face off-site must be covered with plant material within three (3) to five (5) years.
- (6) ~~Additionally, screen~~ Screening areas shall be sufficient to allow for the mature growth of plant materials when used.
- (7) ~~Plan approval. The procedure to determine screening height, type and width is as follows: The 8. A~~ A developer shall submit ~~the developer's plat a site plan~~ a site plan to the Planning and Zoning Administrator ~~and City Engineer~~ and shall show the proposed type of screening to be located along the boundary of the developer's property.

(F) *Enforcement.*

1. Inspections will be conducted by the ~~City planning office~~ Department of Planning after the installation of landscaping to ensure compliance with the submitted and approved site plan.
2. The removal or destruction of landscape material previously approved by the City shall constitute a violation of this chapter. Replacement of landscape material shall be of like size as that which was removed or destroyed.
3. Violation of this article shall be grounds for the refusal of a certificate of occupancy, require replacement of landscape material, and/or will subject those in violation to the established fines and penalties of this chapter.

(G) *Waiver of requirements.* The Planning Commission shall have the authority to grant a waiver of any of the requirements in this section upon written request, which outlines the rationale for the waiver. The Planning Commission shall review each written request and grant a waiver only:

- a. under unusual or extreme circumstances which cause an unreasonable hardship such as the size of the lot. ~~5 or 7~~
- b. when an innovative or alternative approach can be made which still meets the intent and purpose of this section.

Sec. 126-87. Mobile Food Vehicles and Food Tents.

- (a) *Purpose and intent.*
- (b) *Definitions.*
- (c) *Exemptions.*
- (d) *Zoning locations.*
- (e) *Location and hours.*
- (f) *Self-contained units and appurtenances.*
- (g) *Garbage disposal.*
- (h) *Serving articles and alcoholic beverages.*
- (i) *Special events.* Mobile Food Vehicles are prohibited from vending two thousand, five hundred (2,500) feet from special event permitted areas; including, but not limited to, Barbeque on the River and Quilt Week unless the Mobile Food Vehicle is permitted by the City; the City Parks Services Department and/or the permit holder responsible for the special event. ~~The "Safety Guidelines for Special Events and Mobile Food Vehicles" must be obtained from the Paducah Fire Prevention Division and followed thereto. Mobile Food Vehicles shall comply with all aspects of applicable provisions of the National Fire Protection Association (NFPA) Code 1 (2018 Edition), Chapter 50 (Commercial Cooking), and any future amendments thereto adopted by the NFPA, unless specifically omitted by amendment to this article.~~
- (j) *Noise.*
- (k) *Application and permitting.*
- (l) *Food Tents.*

Sec. 126-108. Downtown Business Townlift Zone, B-2-T.

The purpose of this zone is to encourage the development, redevelopment and the preservation of the City's Townlift area.

- (1) *Principal permitted uses.*
 - a. Trade, business and vocational schools;

- b. Places of amusement, assembly and recreation;
- c. Assembly buildings of fraternal, professional and labor organizations;
- d. Commercial parking lots and garages;
- e. Newspapers and printing establishments;
- f. Radio and TV stations;
- g. Residential dwelling units;
- h. Restaurant/bakery/pub (no drive through permitted);
- i. Retail;
- j. Short-term rentals (includes special event short-term rentals);
- k. Hotels/ motels
- l. Bed & breakfasts

k m. Any other similar use which, in the Commission's opinion, would not impair the business character of the downtown area.

- (2) *Minimum area and yard requirements.* None.
- (3) *Maximum building height.* None.
- (4) *Parking requirements.*
- (5) *Minimum sight distance.*
- (6) *Ground floor use.* The ground floor of all structures in the B-2-T Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may also be ~~located~~ permitted in the rear one-third (1/3) of the ground floor.

Sec. 126-115. Historical Zones, H-1 and H-2.

- (a) *Use provisions for the Historic Commercial Zone, H-1.* The purpose of the H-1 Zone is to encourage the development, redevelopment and the preservation of the City's historic commercial area.
 - (1) *Principal permitted uses.*
 - (2) *Minimum yard requirements.*
 - (3) *Minimum area requirements.*
 - (4) *Maximum building height.*
 - (5) *Parking requirements.*
- (6) *Ground floor use.* The ground floor of all structures in the H-1 Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/ motel rooms, short-term rental rooms or bed & breakfast rooms may also be ~~located~~ permitted in the rear one-third (1/3) of the ground floor.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


 Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on May 5, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2022

Short Title: Consensual Annexation of 5345 Hinkleville Road - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: The property owner has requested consensual annexation into the City of Paducah. The property contains two tracts on both sides of Hinkleville Road. She would like to utilize the City of Paducah Real Estate incentive. The total annexed area is proposed to be 5.22 acres, including a portion of Highway 60 Right-of-Way.

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

If yes, please list the Commission Priority: Community Growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval.

Attachments:

1. MO - Annex – Consensual 5345 Hinkleville Road
2. Annexation request letter
3. 5345 Hinkleville Road Annex Plat
4. Tract 1 Description

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 5.22 acres of land located at 5345 Hinkleville Road 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 owners of said property, Harriett Reed (Harriett & Walter Reed Trust), has requested said consensual annexation in writing to the Board of Commissioners, and she intends to take advantage of the City of Paducah Real Estate Property Tax reimbursement; and

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 - TRACT 1

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road) and Old U.S. Highway 60, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point in the north right-of-way line of U.S. Highway 60 (a.k.a. Hinkleville Road), said point also being the southwest corner of the Howe Properties Incorporated property (recorded in Deed Book 1403, Page 801), said point also being a point in the existing City of Paducah limits;

Thence along the above said right-of-way and with the existing City of Paducah limits, S52°16'09"W a distance of 111.47 ft. to a point;

Thence continuing along the above said right-of-way and with the existing City of Paducah limits, S10°36'30"E a distance of 43.00 ft. to a point;

Thence continuing along the above said right-of-way and with the existing City of Paducah limits, S86°06'32"W a distance of 217.94 ft. to a point;

Thence leaving the above said right-of-way and with the existing City of Paducah limits, S03°53'28"E a distance of 216.26 ft. to a point, said point also being in the south right-of-way line of U.S. Highway 60 (a.k.a. Hinkleville Road), said point also being in the north right-of-way of Old Highway 60;

Thence along the north right-of-way of Old Highway 60 and with the existing City of Paducah limits, S77°52'25"W a distance of 68.99 ft. to a point;

Thence continuing along the above said right-of-way and with the existing City of Paducah limits, S71°09'57"W a distance of 450.86 ft. to a point, said point being the southeast corner of the Michael Johnson property (recorded in Deed Book 1180, Page 194);

Thence leaving the above said right-of-way and with the new City of Paducah limits, N32°15'55"E a distance of 108.12 ft. to a point, said point being in the south right-of-way of U.S. Highway 60 (a.k.a. Hinkleville Road), said point also being the northeast corner of the Michael Johnson property (recorded in Deed Book 1180, Page 194);

Thence continuing along the new City of Paducah limits, N32°18'27"E a distance of 316.03 ft. to a point, said point being in the north right-of-way of U.S. Highway 60 (a.k.a. Hinkleville Road), said point also being in the southeast corner of the Harriet S. Reed, Trustee of the Walter R. Reed Trust under the Walter R. & Harriet S. Reed Revocable Living Trust property (recorded in Deed Book 1198, Page 432);

Thence with the existing City of Paducah limits and along the east property line of the above said Reed Revocable Living Trust property, N32°24'11"E a distance of 338.25 ft. to a point;

Thence continuing along the existing City of Paducah limits and the east property line of the above said Reed Revocable Living Trust property, N32°24'46"E a distance of 259.75 ft. to a point, said point being the northwest corner of the Howe Properties Incorporated property (recorded in Deed Book 1403, Page 801);

Thence with the existing City of Paducah limits and the west property line of the above said Howe Property Incorporated property, S32°24'52"E a distance of 429.19 ft. to the Point of Beginning.

The above described Tract contains 5.220 acres.

The above described tract is the entire property of the Harriet S. Reed, Trustee of the Walter R. Reed Trust under the Walter R. & Harriet S. Reed Revocable Living Trust

(recorded in Deed Book 1294, Page 758) and a part of Commonwealth of Kentucky - U.S. Highway 60 right-of-way.

The above described Tract is not for Land Title Transfer but for annexation proposes only.

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, June 14, 2022
Adopted by the Board of Commissioners, _____
Recorded by Paducah City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\Plan\Annex – Consensual 5345 Hinkleville Road

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 _____.

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

Lindsay Parish, City Clerk

April 1, 2022

City of Paducah Planning Department
Attn: Joshua P. Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

I, Harriett Reed, am requesting annexation of 5345 Hinkleville Road into the City of Paducah, pursuant to KRS 81A.412. This parcel totals approximately 3.79 acres on both sides of Hinkleville Road and meets the requirement of KRS 81A.410. I request to utilize the City of Paducah Real Estate property tax incentive for this property and also for my nine-acre tract, located at 5435 Highway 60 West. It is further requested that this parcel be zoned Highway Business Zone (HBZ) by the Paducah Planning Commission upon annexation.

Thank you,

Harriett Reed
Harriett & Walter Reed Trust



BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET | PADUCAH, KY 42003

**CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 1**

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www.bfwengineers.com

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STATE OF KENTUCKY
K. JET
3445
L. J. Wood
LICENCED
PROFESSIONAL
LAND SURVEYOR
MAY 12, 2022