



**CITY COMMISSION MEETING
AGENDA FOR JULY 26, 2022
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*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 INTRODUCTION Greg Shelton, Parks Maintenance Supervisor - A CLARK

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 July 12, 2022
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Accept the bid of Data Records Management Service (DRMS) to scan and index felony investigation files for \$42,772 and ratify the Mayor's signature for the contract dated June 23, 2021 - B LAIRD
	E.	Authorize the Application and Acceptance for the 2022-23 Edward Byrne Justice Assistance Grant Program for \$12,284 - B LAIRD
	F.	Memorandum of Agreement for Annexation Incentives for 1630 North Friendship Road - J SOMMER
	G.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the West Marshall Fire Department - C YARBER
	H.	Purchase of Six (6) Police Pursuit Rated SUV's for the Police Department in an amount of \$282,090- C YARBER

		I.	Authorize Contract for Services with Paxton Park Golf Board in the amount of \$85,000 - A CLARK
		J.	Authorize Contract for Services with DWA Recreation in an amount of \$38,605.00 for construction and installation of Crumb Rubber surfacing at Langstaff Park - A CLARK
		K.	Authorize the Application for a 2022 Community Development Block Grant on Behalf of Center Point Recovery Center in the Amount of \$200,000 - H REASONS
		L.	Approve the 2022-23 Grant In Aid Contract between the City of Paducah and Paducah Alliance of Neighbors in the amount of \$30,000 - H REASONS
		M.	Revision to the 2022 Annual Plan and Administrative Plan for Section 8 Program - T HOLLIMON
		N.	Adoption of McCracken County Area Solid Waste Management Plan For 2023-2027 - C YARBER
		O.	Authorize Contract Negotiations and Agreement for Consulting Services Related to Preservation Assessment in an amount Not-To-Exceed \$52,000 - D JORDAN
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Amend the 22-23 Position and Pay Schedule - S WILCOX
		B.	Amend the 22-23 Job Grade Schedule - S WILCOX
		C.	Authorize the Fire Department to issue a Request for Qualifications for a Fire Department Feasibility Study - S KYLE
		D.	Authorize Contract for Services with Bacon, Farmer, Workman for design and construction administrative services for the development of pickleball courts in Noble Park in an amount of \$33,500.00 - D JORDAN
		E.	Authorize the Application for a 2022 Community Development Block Grant on behalf of The Senior Center of Paducah-McCracken County in the Amount of \$1.5 Million - H REASONS/D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Consensual Annexation of 3520 Olivet Church Road - J SOMMER

	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Repeal and Replace Chapter 108 "Telecommunications" of the Code of Ordinances - D JORDAN
	V.	<u>DISCUSSION</u>	
		A.	311 Portal & App Update - L PARISH
		B.	Code of Ordinances Revision Update - L PARISH
	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>	

July 12, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 12, 2022, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Wilson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS

Fire Chief Steve Kyle introduced Deputy Electrical Inspector Jeffrey Prescott.

PRESENTATION

Communications Manager Pam Spencer offered the following summary:

Paducah Wall to Wall Murals Update

Robert Dafford with Dafford Murals and Ro Morse with Paducah Wall to Wall provided the Board with an update on the maintenance underway on several existing floodwall murals and the creation of the new 10-panel mural depicting railroads and highlighting Paducah's long history with the railroad industry. The new mural series is near the Carson Center and behind the Mikado-type steam locomotive. Dafford and his assistants have been coordinating with the Paducah School of Art and Design for this project. Dafford says the murals should be completed in early August. While in Paducah, Dafford also held a Murals Master Workshop which focused on various techniques especially how to construct a mural for longevity. City Manager Daron Jordan says a request for proposals will be issued in the next few weeks for new lighting along the entire series of murals. Dafford began working on the Paducah Wall to Wall mural project in 1996. Learn more about Paducah's murals at [Paducah Wall to Wall](#).

MAYOR'S REMARKS

Communications Manager Pam Spencer offered the following summary:

Mayor Bray discussed the City of Paducah and McCracken County's commitment to move forward on two priority projects: 911 radio infrastructure upgrades and the outdoor sports complex. In 2021, the City and County signed memorandums of understanding to partner on these projects. Both government bodies agree to move forward on these projects and perform the due diligence on each project for the benefit of the community. A [news release](#) was issued regarding the commitment.

Mayor Bray invited McCracken County Commissioner Eddie Jones to speak on 911. Commissioner Jones made comments related to the City and County working together to accomplish the 911 radio infrastructure upgrades.

July 12, 2022

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

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

I(A)	Approve Minutes for June 28, 2022, Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Contract File:</u> 1. Amendment to Contract For Custodial Agreement between Atlas Cube and the City of Paducah Parks and Recreation Department – Custodial Services – Signed by Amie Clark, Director 2. Contract with Systems Solutions – security camera system repair/upgrade and security access control – Police Department – \$50,283.70 - MO #2583 3. Purchase Quote - SCANNA MSC for ScanSile Portable X-Ray Unit – MO #2585 4. Contract For Services with Paducah Convention & Visitors Bureau in the amount of \$25,000 for 2022 Quilt Show marketing – MO #2592 5. Renewal Application For Expanded Jurisdiction – Fire Prevention – MO #2596 6. Contract For Services with Greater Paducah Economic Development Council for FY2023 in the amount of \$250,000 – MO #2597 7. Contract Modification #1 – Increase of Scope in Professional Services Contract with HDR, Inc. for Dredging Project – ORD 2022-06-8738
I(C)	Reappointment of Melanie Nunn to the Municipal Housing Authority. Said term shall expire July 22, 2026.
I(D)	Reappointment of Christopher B. Jones to the Tree Advisory Board. Said term shall expire July 26, 2026.
I(E)	Appointment of Pamela Teves-Mani and Bruce Carter to the Civic Beautification Board to replace Debbie Long and Trish Hines, respectively, who have resigned. Said terms shall expire July 1, 2023.
I(F)	Personnel Actions
I(G)	A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH HARRIETT REED FOR PROPERTY TAX INCENTIVES RELATED TO THE ANNEXATION OF 5345 HINKLEVILLE ROAD AND 5435 U.S. HIGHWAY 60, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2599; BK 12)
I(H)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 832 NORTH 7TH ST., 836 NORTH 7TH ST., AND 626 BOYD ST., PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF TYRELL GRANT IN THE AMOUNT OF FOUR HUNDRED DOLLARS (\$400) EACH, FOR A TOTAL BID OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #2600; BK 12)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2022 PROGRAM GRANT THROUGH THE UNITED STATES TENNIS ASSOCIATION (USTA) SOUTHERN TO CONDUCT BEGINNER AND ADVANCED TENNIS WORKSHOPS IN THE FALL OF 2022, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2601; BK 12)

July 12, 2022

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

MUNICIPAL ORDERS

SURPLUS PROPERTY TRANSFER OF 4524 BUCKNER LANE (LANELLE PARK)

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 4524 BUCKNER LANE TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY WITHOUT COMPENSATION TO THE MCCracken COUNTY HUMANE SOCIETY, INC.,” AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2602; BK 12)**

ORDINANCE ADOPTIONS

CONSENSUAL ANNEXATION OF 1630 NORTH FRIENDSHIP ROAD

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners, adopt 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 1630 North Friendship Road, containing approximately 1.962 acres of land.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD #2022-07-8743; BK 36)**

ORDINANCE INTRODUCTION

CONSENSUAL ANNEXATION OF 3520 OLIVET CHURCH ROAD

Commissioner Henderson offered Motion, seconded by Commissioner Gault, that the Board of Commissioners 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 3520 Olivet Church Road, containing approximately 1.176 acres of land.

July 12, 2022

EXECUTIVE SESSION

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Paducah Board of Commissioners reconvene in open session.

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

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: 6:22 p.m.

ADOPTED: July 26, 2022.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 26, 2022

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Memorandum of Agreement with Harriet Reed for Property Tax Incentives for 5345 Hinkleville Road and 5435 U.S. Highway 60 – (MO #2599)
2. Contract For Services between City of Paducah and Paducah Wall to Wall Mural Board (signed by Amie Clark, Director of Parks and Recreation)

Financials File:

1. GPEDC, Inc. (Financial Statements years ended June 30, 2021 and 2020)

Bids File:

1. Sale of Surplus Property 517 North 14th Street (MO #2594)
 - a. Bid of Paducah Alliance of Neighbors
2. Sale of Surplus Property 832 N. 7th, 836 N. 7th and 626 Boyd Street (MO #2600)
 - a. Bid of Tyrell Grant

CITY OF PADUCAH
July 26, 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

7/21/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 26, 2022**

NEW HIRES - FULL-TIME (F/T)						
<u>POLICE</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Leady Jr., Steven D.	Recruit Officer / Patrolman	\$24.87/hr	NCS	Non-Ex	September 22, 2022	
Owens, Tyree M-T	Recruit Officer / Patrolman	\$24.87/hr	NCS	Non-Ex	September 22, 2022	
Adams, Allison B.	Recruit Officer / Patrolman	\$24.87/hr	NCS	Non-Ex	September 22, 2022	
Martin, Carly D.	Records Clerk	\$17.80/hr	NCS	Non-Ex	July 28, 2022	
<u>PUBLIC WORKS</u>						
Buford, Bryce D.	Maintenance Technician	\$20.08/hr	NCS	Non-Ex	July 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>	
Morris, Malik B.	Park Ranger	\$14.00/hr	NCS	Non-Ex	July 14, 2022	
<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)</u>						
<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>	
Tyler, LaQuenta D.	Recreation Leader - Athletics	Recreation Leader - Athletics	NCS	Non-Ex	July 28, 2022	
	\$11.00/hr	\$11.20/hr				
<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)</u>						
<u>E911</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>	
Dennis, Mackenzie L.	Telecommunicator	Telecommunicator	NCS	Non-Ex	July 14, 2022	
	\$18.01/hr	\$18.46/hr				
Peery, Laura J.	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$26.21/hr	\$27.52/hr				
<u>ADMINISTRATION</u>						
Reasons, Hope A.	Grants Administrator	Grants Administrator	NCS	Ex	July 28, 2022	
	\$24.76/hr	\$25.38/hr				
Shaw, Emma L.	ERP Manager	ERP Manager	NCS	Ex	July 28, 2022	
	\$37.14/hr	\$38.25/hr				
Underwood, Beverly A.	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$25.75/hr	\$26.39/hr				
<u>CLERKS OFFICE / CUSTOMER EXPERIENCE</u>						
Meeks, Claudia S.	Assistant City Clerk	Assistant City Clerk	NCS	Non-Ex	July 28, 2022	
	\$26.76/hr	\$28.10/hr				
Sherwood, Alexandria	Senior Customer Experience Representative	Senior Customer Experience Representative	NCS	Non-Ex	July 28, 2022	
	\$23.02/hr	\$24.17/hr				
<u>ENGINEERING</u>						
Nuckolls, Amy D.	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$23.22/hr	\$24.38/hr				
<u>FIRE - PREVENTION</u>						
Dicke, Janet N.	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$24.53/hr	\$25.76/hr				
<u>FIRE - SUPPRESSION</u>						
Lucas, Dalton	Firefighter	Relief Driver / EMT	NCS	Non-Ex	June 30, 2022	
	\$15.37/hr	\$16.69/hr				
King, Nathan R.	Firefighter	Relief Driver / EMT	NCS	Non-Ex	June 30, 2022	
	\$15.37/hr	\$16.69/hr				
<u>PARKS & RECREATION</u>						
Askew, Lamiira A.	Administrative Assistant	Administrative Assistant	NCS	Non-Ex	July 14, 2022	
	\$17.40/hr	\$17.75/hr				
Askew, Lamiira A.	Administrative Assistant	Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$17.75/hr	\$18.64/hr				
Wurth, Mary E.	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$22.35/hr	\$23.47/hr				
<u>PLANNING</u>						
Sommer, Josh P.	Senior Planner	Planner III	NCS	Ex	July 28, 2022	
	\$29.40/hr	\$32.34/hr				
Upchurch, Nancy G.	Senior Administrative Assistant	Senior Administrative Assistant	NCS	Non-Ex	July 28, 2022	
	\$26.60/hr	\$27.93/hr				
<u>POLICE</u>						
Hodges, William J.	Captain	Captain	NCS	Ex	July 14, 2022	
	\$36.70/hr	\$38.75/hr				

CITY OF PADUCAH
PERSONNEL ACTIONS
July 26, 2022

Farrell, Mary K.	Senior Administrative Assistant \$20.79/hr	Senior Administrative Assistant \$21.31/hr	NCS	Non-Ex	July 14, 2022
Mansfield, Bryce A.	Telecommunicator \$18.47/hr	Recruit Officer / Patrolman \$24.87/hr	NCS	Non-Ex	September 22, 2022

PUBLIC WORKS

Collins, Deborah S.	Senior Administrative Assistant \$21.06/hr	Senior Administrative Assistant \$22.11/hr	NCS	Non-Ex	July 28, 2022
---------------------	---	---	-----	--------	---------------

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Beeler, Adrian L.	Park Ranger	Resignation	July 30, 2022
Humphries, Hunter C.	Pool Attendant	Resignation	July 6, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Hatton, Michael W.	Captain	Retirement	July 31, 2022
Johnson, David M.	Lieutenant	Retirement	July 31, 2022

POLICE

Turner, Troy D.	Captain	Retirement	July 31, 2022
-----------------	---------	------------	---------------

PUBLIC WORKS

Smeathers, Quentin L.	Truck Driver	Termination	July 18, 2022
-----------------------	--------------	-------------	---------------

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Accept the bid of Data Records Management Service (DRMS) to scan and index felony investigation files for \$42,772 and ratify the Mayor's signature for the contract dated June 23, 2021 - **B LAIRD**

Category: Municipal Order

Staff Work By: Amy Travis, Hope Reasons

Presentation By: Brian Laird

Background Information: Municipal Order 2437 authorizing the application and acceptance of a KDLA Local Records Grant for the Police Department in the amount of \$42,772 was approved on March 9, 2021. The application was submitted and the Police Department received notification of the award on June 11, 2021. Per grant application requirements, the invitation to bid on the scanning project was completed prior to the submission of the application. Four bids were received and DRMS was chosen based upon price and meeting the requirements of the request for proposal. The DRMS bid was signed by the Mayor on June 23, 2021.

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: Accept the bid from DRMS to scan the felony records and ratify the signature on the bid dated June 23, 2021.

Attachments:

1. MO -agree – DRMS Police Felony Records 2021-2022
2. MO 2437
3. Signed DRMS Bid

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF DATA RECORDS MANAGEMENT SERVICES, INC., IN AN AMOUNT OF \$42,772 FOR DIGITIZATION SERVICES FOR FELONY INVESTIGATION FILES FOR THE PADUCAH POLICE DEPARTMENT, RATIFYING THE MAYOR'S EXECUTION OF THE PROPOSAL AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of Data Records Management Services, Inc., in an amount of \$42,772 for digitization services for felony investigation files for the Paducah Police Department, said proposal being in substantial compliance with bid specifications, and as contained in the proposal of Data Records Management Services, Inc., of February 10, 2021.

SECTION 2. That the City of Paducah hereby ratifies the Mayor's execution of the proposal with Data Records Management Services, Inc., for digitization services for felony investigation files, authorized in Section 1 above, according to the specifications, proposal and all contract documents heretofore approved and incorporated in the proposal.

SECTION 3. This purchase shall be funded by grant funding received through the Kentucky Department for Libraries & Archives. Said grant funds were accepted by Municipal Order No. 2437 on March 9, 2021.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize the Application and Acceptance for the 2022-23 Edward Byrne Justice Assistance Grant Program for \$12,284 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes , Hope Reasons

Presentation By: Brian Laird

Background Information: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2022 JAG Program Local Solicitation. JAG awards are based on a statutory formula and do not require a local match.

The Police Department is requesting \$12,284 from the JAG program to purchase armor that meets the National Institute of Justice (NIJ) level III+ special threat rating. This armor is capable of stopping most commonly used rifle rounds. This armor used in conjunction with their currently issued level II armor will greatly increase the safety of our patrol officers and detectives.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to sign all documents related to submitting the application and accepting the grant if awarded.

Attachments:

1. MO - app and award– 2022-2023 Justice Assistance Edward Byrne JAG

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN A 2022-2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$12,284, TO BE USED BY THE PADUCAH POLICE DEPARTMENT TO PURCHASE ARMOR THAT MEETS THE NATIONAL INSTITUTE OF JUSTICE (NIJ) LEVEL III+ SPECIAL THREAT RATING, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. The City of Paducah hereby approves the execution of a grant application to obtain a 2022-2023 Edward Byrne Memorial Justice Assistance Grant, through the U.S. Department of Justice, in the amount of \$12,284, to be used by the Paducah Police Department to purchase armor that meets the National Institute Of Justice (NIJ) Level III+ Special Threat Rating. This grant does not require a local cash match.

SECTION 2. That the City of Paducah accepts grant funds in the amount of \$12,284 through the U.S. Department of Justice.

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\grants\app and award- 2022-2023 Justice Assistance Edward Byrne JAG

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Memorandum of Agreement for Annexation Incentives for 1630 North Friendship Road - **J SOMMER**

Category: Municipal Order

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: The Board of Commissioners approved Mr. William Evans' consensual annexation of 1630 North Friendship Road into the City of Paducah on July 12, 2022. Mr. Evans wishes to utilize the annexation sanitation incentive and City of Paducah property tax incentive for this parcel.

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: Approval

Attachments:

1. MO - agree - Incentive – William Evans 1630 North Friendship Rd Annexation
2. Signed MOA

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH WILLIAM EVANS FOR PROPERTY TAX AND SANITATION INCENTIVES RELATED TO THE ANNEXATION OF 1630 NORTH FRIENDSHIP ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah has established an annexation incentive program to provide certain annexation incentives in the City; and

WHEREAS, the City of Paducah approved the consensual Annexation of 1630 North Friendship Road, on July 12, 2022, by Ordinance No. 2022-07-8743; and

WHEREAS, William Evans, property owner of 1630 North Friendship Road, wishes to voluntarily participate in the City annexation incentive program whereby the property described above was previously annexed into the City of Paducah; and

WHEREAS, the City of Paducah now wishes to provide a property tax incentive and sanitation incentive to the property owner as an annexation incentive.

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

SECTION 1. That the Board of Commissioners hereby approves and authorizes the Mayor to execute a Memorandum of Agreement with William Evans, in substantially the form attached hereto and made part hereof (**Exhibit A**), to provide a property tax reimbursement incentive and sanitation incentive.

SECTION 2. That the term of the property tax incentive shall be over a designated five (5) year period. Under the terms of the Memorandum of Agreement, the City will provide the property with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

SECTION 3. That 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, July 26, 2022

Recorded by Lindsay Parish, City Clerk, July 26, 2022

mo/agree - Incentive – William Evans 1630 North Friendship Rd Annexation

EXHIBIT A
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 26th day of July, 2022, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as “City”), and Mr. William A. Evans, 1630 North Friendship Road, Paducah, KY 42001, (hereafter referred to as “Property Owner”). City and Property Owner are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately 1.93 acres, more or less, which is located at 1630 North Friendship Road, Paducah, KY; and

WHEREAS, the Property Owner’s property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and when annexed, developed and/or sold will utilize and benefit from municipal services, including public safety and sanitation; and

WHEREAS, the City of Paducah has established an annexation incentive program to provide annexation incentives into the City; and

WHEREAS, the Property Owner wishes to voluntarily participate in the City annexation incentive program whereby the property shall be annexed into the corporate limits of the City of Paducah; and

WHEREAS, the social and economic well-being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs,

especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said properties and to facilitate overall municipal growth, the Parties enter into an agreement by which the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from any property located therein, over a designated five (5) year period.

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1. ANNEXATION: 1630 North Friendship Road shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

(A) Under the terms of this Agreement, the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from the property over a designated five (5) year period.

(B) The City of Paducah real estate property tax to be reimbursed by the City to the Property Owner under this Agreement shall be paid solely from real estate property tax revenues collected by the City, hereafter referred to as "Tax Revenues," over a defined period of five (5) years for the property (the "Reimbursement Term").

(C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owner and not to any subsequent developer, purchasers, tenants or other interests present or future. The Property Owner shall promptly inform the City of Paducah Finance Department upon any change of address to which payments are to be sent.

(D) It is agreed that in the event the Property Owner sells, transfers and/or leases any part of the property, the Property Owner shall continue to receive the incentive payments as defined in this Agreement. It is understood that the incentive payments are to be paid directly to the Property Owner regardless as to who owns and/or leases the properties provided the Property Owner is in compliance with all terms of this Agreement.

(E) Limitation on Reimbursement of City of Paducah property tax: The City's maximum liability to the Property Owner for reimbursement shall not exceed the total verified sum of all City real estate property tax revenues collected over a designated five (5) year period for the property.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on July 27, 2022 for a period of five (5) years terminating

on July 27, 2027. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. SANITATION INCENTIVE:

(A) Under the terms of this Agreement, the City will provide the property with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

(B) Basic sanitation service includes the regular, scheduled pick-up of roll-outs or dumpsters. Appliances, mattresses, brush and the like that requires special equipment or additional visits by Public Works personnel to retrieve said items will not be covered under this Agreement. Construction dumpsters shall not be covered under this agreement.

(C) It is understood that sanitation service may be transferred to another owner of the property or any lot within the annexed area for the duration of the one (1) year time frame.

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for the property. In the event the total dollar value of basic sanitation service exceeds ten thousand (\$10,000) dollars within the one (1) year time frame, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded.

(E) It is agreed and understood that in the event sanitation service cannot be provided by the City due to the type of refuse, volume of refuse or other contributing factors as

determined by the City of Paducah Public Works Department and another disposal company is required, the fees generated by the disposal company will not be reimbursed.

(F) This Agreement shall commence upon its execution by both the Parties and the sanitation term shall begin on July 27, 2022 for a period of one (1) year terminating on July 27, 2023, unless the basic sanitation service exceeds ten thousand (\$10,000) dollars as stipulated herein. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

SECTION 4. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

Upon a material breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies provided by law nor shall the City's total liability ever exceed one hundred percent (100%) of the total real estate property tax paid to the City of Paducah as collected from the property.

SECTION 5. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY: City of Paducah
Attention: Director of Planning
300 South 5th Street
Paducah, KY 42003

PROPERTY OWNER: William A. Evans
1630 North Friendship Road
Paducah, KY 42001

SECTION 6. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if 1630 North Friendship Road described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, within the annexed area.

SECTION 8. SEVERABILITY: The provisions of this Agreement are independent of, and severable from, each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent

jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Property Owner:

By _____
Mr. William A. Evans

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

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

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On June 28, 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 West Marshall 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 West Marshall Fire Department.

Attachments:

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH THE WEST MARSHALL 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 West Marshall 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 West Marshall 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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
mo/agree-fleet maintenance services – West Marshall 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 _____ (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 _____.

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

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: _____

Title: _____

Date: _____

**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 West Marshall FD (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 Jason Damall
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: [Signature] _____

Title: Asst. Chief

Date: 6-28-2022

246362

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Purchase of Six (6) Police Pursuit Rated SUV's for the Police Department in an amount of \$282,090- **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On July 7, 2022, sealed written bids were opened for the purchase of Six (6) Police Pursuit Rated SUV's to be used by the Police Department. The lowest evaluated bid was received from Linwood Motors containing four (4) Patrol SUV's at \$48,935.00 each, and two (2) Detective SUV's at \$43,175.00 for a total price of \$282,090.00. In addition, Linwood Motors agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police UV's prior to June 30, 2023 due to loss of a SUV. the delivery time will be 180 days after contract execution.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Rolling Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210-540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute a contract with Linwood Motors for the purchase of six (6) Police Pursuit Rates SUV's for use by the Police Department in the total amount of \$282,090.00 with the option of additional purchase if needed.

Attachments:

1. MO - police SUV's 7-2022
2. Bid Tab Six (6) Police Pursuit Rated SUV's
3. Linwood Bid - 6 Police Pursuit Rated SUV's
4. 00020 - Invitation to Bid
5. Proposed Agreement - Six (6) Police Pursuit Suv's
6. Spec Pick Up List

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH SIX (6) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$282,090 WITH OPTION TO PURCHASE TWO (2) ADDITIONAL SUV'S AT THE UNIT BID PRICE BEFORE JUNE 30, 2023, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for four (4) patrol SUV at \$48,935 each and two (2) detective SUV's at \$43,175, for a total price of \$282,090, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2023, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of July 7, 2022.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of a total of nine (6) Police Pursuit Rated SUV's, authorized in Section 1 above, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2023, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Rolling Stock/Vehicles Account No. 71000210-540050.

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
MO\police SUV's 7-2022

CITY OF PADUCAH, KENTUCKY

PUBLIC WORKS DEPARTMENT

Six (6) Police Pursuit Rated SUV's

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Thursday, July 7, 2022

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001
Six (6) Police Pursuit Rated SUV's	\$282,090.00

Delivery Time	180 Day or Less
Manufacturer:	Dodge

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes
2. Manufacturer Specifications	Yes
3. Warranty Information	Yes
4. Compliance with Tech Specs form	Yes
5. Deviations with Information	None
6. Addendum Signed and Included	N/A
Kentucky State Bidder	Yes

Responsive & Responsible Bidder:	Yes
Evaluation Score:	976.47
BID RECOMMENDED FOR ACCEPTANCE	Yes

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE SIX (6) POLICE PURSUIT RATED SUV's

THIS AGREEMENT, made this _____ day of _____, 2022 by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **LINWOOD MOTORS** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **SIX (6) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated **July 7, 2022** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **180** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Two Hundred Eighty-Two Thousand and Ninety dollars (\$282,090.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize Contract for Services with Paxton Park Golf Board in the amount of \$85,000 - **A CLARK**

Category: Municipal Order

Staff Work By: Amie Clark, Daron Jordan

Presentation By: Amie Clark

Background Information: Authorize Contract for Services with Paxton Park Golf Board for services provided in the amount of \$85,000.00

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401-580110

Staff Recommendation: Approval

Attachments:

1. MO - contract-Paxton Park FY2023
2. Paxton Park Contractual Agreement - Updated

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF \$85,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO SAID BOARD

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with Paxton Park Golf Board in the amount of \$85,000 for specific services for the Paducah area. This contract shall expire June 30, 2023.

SECTION 2. This expenditure shall be charged to the General Fund - Paxton Park Golf Board - Account No. 2400 0401 580110

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\\contract-Paxton Park FY2023

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2022, by and between the **CITY OF PADUCAH** ("City") and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** ("Paxton Park").

WITNESSETH:

WHEREAS, Paxton Park provides a quality public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park improves the quality of life for the residents of Paducah and McCracken County; and

WHEREAS, Paxton Park drives economic growth through tourism efforts, bringing visitors to Paducah for events hosted at the golf course each year; and

WHEREAS, Paxton Park serves as a partner in the community by providing the facility to both school districts High School Golf teams and players each year at no charge. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season. and

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

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

SECTION 1: TERM

The term of this contract for services shall be from the effective date of the contract until June 30, 2023.

SECTION 2: TERMINATION

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

SECTION 3: OPERATIONS PAYMENT

Upon receipt of an invoice from Paxton Park, the City shall pay Paxton Park a total amount of \$85,000.00 in two equal payments of \$42,500.00. The first payment will be made within 2 weeks of signing this contract by all parties and the second payment will be made upon receipt of the annual financial statement audit, as referenced in Section 5 of this contract. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES

Paxton Park will continue to provide Paducah/McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

SECTION 5: ACCOUNTING

Paxton Park shall conduct all accounting, payroll, and financial management in accordance with all City of Paducah municipal orders and ordinances, federal law and state law. Paxton Park shall provide copies of monthly financial reports to the Director of Parks and Recreation. Paxton Park shall supply to the City

Manager a copy of the complete financial report for the Calendar Year of 2022 following review and approval of the report(s) by the Paxton Park Board of Directors, to be submitted no later than January 31, 2023. Paxton Park shall furnish a report that lists all of the tournaments and special event activities sponsored and conducted during the 2022 Calendar Year. Paxton Park Golf Board (dba Paxton Park Municipal Golf Course), shall submit an annual financial statement audit within 2 weeks of its completion to the City's Director of Finance.

SECTION 6: ENTIRE AGREEMENT

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

SECTION 7: WITHDRAWAL OF FUNDS

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

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

CITY OF PADUCAH

George Bray
Mayor

PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE

Daniel Mullen
Director of Golf & Operation

Rick Loyd, Chairman
Paducah Golf Commission

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize Contract for Services with DWA Recreation in an amount of \$38,605.00 for construction and installation of Crumb Rubber surfacing at Langstaff Park - **A CLARK**

Category: Municipal Order

Staff Work By: Amie Clark, Hope Reasons

Presentation By: Amie Clark

Background Information: On June 14, 2022, the Commission authorized the acceptance of a Crumb Rubber grant in the amount of \$22,000. The grant award is for poured-in-place rubber surfacing for the playground at Langstaff Park. An RFP was published on June 17, 2022 with only one bid submitted by DWA Recreation. The contract amount is \$38,605.00 with \$22,000.00 covered by the grant for the PIP rubber material and freight costs. The remaining \$16,605.00 will be allocated from Parks Department Account 10002402-533050 and added to the PA0126 Project KY Waste Tire Grant to fund the remainder of the project.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 2022 KY Waste Tire Grant

Account Number: PA0126-000-70000-70008

Staff Recommendation: Authorize the Mayor to sign the contract with DWA Recreation.

Attachments:

1. MO - contract- DWA Recreation - Langstaff Park Crumb Rubber
2. Proposal/Contract Langstaff Park Crumb Rubber

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH DWA RECREATION IN THE AMOUNT OF \$38,605 FOR CONSTRUCTION AND INSTALLATION OF CRUMB RUBBER SURFACING AT LANGSTAFF PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with DWA Recreation in the amount of \$38,605 for construction and installation of crumb rubber surfacing at Langstaff Park.

SECTION 2. The amount of \$22,000 will be covered by a grant that was authorized on Jun 14, 2022. The remaining \$16,605 will be transferred from Account Number 1000-2402-533050 into the 2022 KY Waste Tire Grant Account, and the entire expenditure will be paid from Account No. PA0126-000-70000-700082400 0401 580680.

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\contract-DWA Recreation-Langstaff Park Crumb Rubber

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize the Application for a 2022 Community Development Block Grant on Behalf of Center Point Recovery Center in the Amount of \$200,000 - **H REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The Department for Local Government (DLG) receives funding from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities. The CDBG program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- Benefit to low and moderate income persons;
- Prevention or elimination of slums or blight; and,
- Meeting particularly urgent community development needs.

On behalf of Four Rivers Behavioral Health, the City proposes the submittal of a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$200,000 through the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with other federal and state funds. Local matching funds will not be required from the City of Paducah. A fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to sign all documents related to the application of the CDBG application.

Attachments:

1. MO - app - cdbg-four rivers recovery center project 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER FOR PERSONNEL EXPENSES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\grants\app - cdbg-four rivers recovery center project 2022

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Approve the 2022-23 Grant In Aid Contract between the City of Paducah and Paducah Alliance of Neighbors in the amount of \$30,000 - **H REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The Paducah Alliance of Neighbors (formerly the Midtown Alliance of Neighbors) submitted an application for the 2022-23 Grant In Aid Program and was awarded \$30,000 by the Grant In Aid Review Committee. This funding will be used by PAN to:

- Complete and transfer to pre-approved buyers three affordable homes being constructed on sites in the Fountain Avenue Neighborhood.
- Pre-qualify and sign a purchase agreement with a low-income buyer for one home to be constructed/fully-rehabbed in the Southside neighborhood.
- Begin construction/rehab on the above-mentioned home with 2022 Kentucky Housing Corporation (KHC) funding.
- Apply for and receive 2023 funding from KHC for up to 8 additional homes to be constructed/fully-rehabbed in Southside neighborhoods and have buyers identified for half of the homes.
- By December 31, 2022, complete home repairs on six homes with FHLB Carol M. Peterson funds.
- Complete home repairs on five homes with KHC Home Repair funding.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Midtown Alliance

Account Number: 24000401-580680

Staff Recommendation: Authorize the Mayor to sign the contract between the City of Paducah and Paducah Alliance of Neighbors in the amount of \$30,000.

Attachments:

1. MO - contract-Paducah Alliance of Neighbors 2022-2023
2. Paducah Alliance of Neighbors FY2023 - Signed 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH ALLIANCE OF NEIGHBORS, IN THE AMOUNT OF \$30,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with the Paducah Alliance of Neighbors in the amount of \$30,000 for specific services for the Paducah area. This contract shall expire June 30, 2023.

SECTION 2. This expenditure shall be charged to the Midtown Alliance Account, Account No. 2400 0401 580680.

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\\contract-Paducah Alliance of Neighbors 2022-2023

CONTRACT FOR SERVICES

This Contract for Services, effective this the 1st day of July, 2022, by and between the **CITY OF PADUCAH** ("City") and the **PADUCAH ALLIANCE OF NEIGHBORS**.

WITNESSETH:

WHEREAS, the PADUCAH ALLIANCE OF NEIGHBORS strives to create strong neighbors and neighborhoods through home repair, home rehabilitation, and home construction within Paducah and McCracken County; and

WHEREAS, creating strong neighbors and neighborhoods through home repair, home rehabilitation, and home construction in the Paducah area serves a valid public purpose; and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2023.

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

SECTION 3: OPERATIONS PAYMENT The City shall, upon receipt of an invoice, pay Paducah Alliance of Neighbors, a one-time sum of Thirty Thousand Dollars (\$30,000). In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES Paducah Alliance of Neighbors shall complete the following scope of services as proposed by June 30, 2023:

- Complete and transfer to pre-approved buyers three affordable homes being constructed on sites in the Fountain Avenue Neighborhood.
- Pre-qualify and sign a purchase agreement with a low-income buyer for one home to be constructed/fully-rehabbed in the Southside neighborhood.
- Begin construction/rehab on the above-mentioned home with 2022 Kentucky Housing Corporation (KHC) funding.
- Apply for and receive 2023 funding from KHC for up to 8 additional homes to be constructed/fully-rehabbed in Southside neighborhoods and have buyers identified for half of the homes.
- By December 31, 2022, complete home repairs on six homes with FHLB Carol M. Peterson funds.
- Complete home repairs on five home with KHC Home Repair funding.

- Complete Repair Affair projects for at least 10 low-income homeowners.

SECTION 5: ACCOUNTING

- (A) Paducah Alliance of Neighbors shall be responsible for all accounting, payroll, and financial management.
- (B) Paducah Alliance of Neighbors shall supply a 990 to the City within two (2) weeks of completion of said document
- (C) Prior to June 30, 2023, Paducah Alliance of Neighbors, shall furnish to the City a final report that details the expenditure of the funds and outcomes for the purposes specified in Section 5.

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

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

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

CITY OF PADUCAH

George P. Bray, Mayor

PADUCAH ALLIANCE OF NEIGHBORS

Name Sharon Poat
Sharon Poat

Title Executive Director
Director, Paducah Alliance of Neighbors

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Revision to the 2022 Annual Plan and Administrative Plan for Section 8 Program - **T HOLLIMON**

Category: Municipal Order

Staff Work By: Tommy Hollimon

Presentation By: Tommy Hollimon

Background Information: (1) Revision of the language on Page 48, Section 7, paragraph B allowed by 24 CFR 983.51 (b) which will allow an additional option under the Project-Based Voucher, Project Selection. The additional option will provide the Section 8 Program a more expeditious and flexible route in selecting new housing developments when Project Based Vouchers are requested.

The current language is:

B. Project Selection

The Paducah Section 8 Housing office will make housing choice voucher funding available to non-profit and for-profit entities through a competitive process. A Request for Proposal (RFP) will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.

The revised/added language is:

B. Project Selection

- The Paducah Section 8 Housing office may solicit proposals by using a Request for Proposals (RFP) to select proposals on a competitive basis in response to the PHA request. The RFP will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.
- The Paducah Section 8 Housing office may select proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

(2) Revision of the language on Page 49, paragraph F to limit gross rents to locally adopted payment standards (110%). This will allow applicants/families to be able to afford units that have an increase in rents.

The current language on Page 49, paragraph F is:

PBV unit gross rents may not exceed the applicable Fair Market Rent.

The revised language reads:

PBV unit gross rents may not exceed the locally adopted payments standards.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Housing.

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - sec8-annual plan & utility allowance 2022 Revision 7-22
2. Administrative Plan Effective 5-1-22 - Pg 48-49

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2022 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2022, FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED

WHEREAS, on April 12, 2022, the City Commission adopted Municipal Order No. 2560 to adopt the Administrative Plan for the 2022 Housing Choice Voucher Program for the Section 8 Housing Program; and

WHEREAS, the Housing Authority is recommending a revision to the Administrative Plan which has been allowed by 24 CFR 983.51; and

WHEREAS, said revision allows an additional option under the Project-Based Voucher, Project Selection to provide a more expeditious and flexible route in selecting new housing developments when Project Based Vouchers are requested.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, Administrative Plan for 2022 Housing Choice Voucher Program, effective May 1, 2022, Part VI. Programs, Section 7 Project-Based Voucher Program, Subsection (B) Project Selection is hereby amended as follows:

B. Project Selection

~~[The Paducah Section 8 Housing office will make housing choice voucher funding available to non-profit and for-profit entities through a competitive process. A Request for Proposal (RFP) will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.]~~

• The Paducah Section 8 Housing office may solicit proposals by using a Request for Proposals (RFP) to select proposals on a competitive basis in response to the PHA request. The RFP will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific

project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.

- The Paducah Section 8 Housing office may select proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

SECTION 2. That the City of Paducah, Kentucky, Administrative Plan for 2022 Housing Choice Voucher Program, effective May 1, 2022, Part VI. Programs, Section 7 Project-Based Voucher Program, Subsection (F) PBV Contract Terms is hereby amended as follows:

...

PVB unit gross rents may not exceed the ~~[applicable Fair Market Rent]~~ locally adopted payment standards.

...

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
mo\sec8-annual plan & utility allowance 2022 Revision 7-22

7. Project-Based Voucher Program

The City of Paducah Section 8 Housing Program (PHA) hereby creates a project based housing program (PBV) to achieve the following goals; to expand the affordable housing stock, to increase the affordability of housing currently not affordable to households below 30% of the area median income and to support supported housing programs. The maximum number of PBV units shall not exceed twenty percent of the total number of ACC authorized HCV units of rental assistance at any time (110 units maximum). The PHA shall enter into contracts for PBV assistance based on rules stated below and HUD regulations published in Federal Register 24 CRF Part 983 including all subsequent corrections and amendments.

A. Project Selection Criteria

The PHA will consider the following project selection criteria in evaluating proposals to project base housing choice vouchers:

1. Housing that serves homeless households;
2. Housing that serves households with special needs such as people with mental and/or developmental disabilities, people with physical and/or sensory disabilities and other special needs as described by the entity;
3. Housing that reduces concentrations of poverty;
4. Housing that provides opportunities to increase the diversity of neighborhoods;
5. Housing that combines an appropriate level of support services to residents;
6. Housing that provides opportunities for economic self-sufficiency; and
7. Housing that maximizes the use of other funding sources and leverages the use of PHA funds.

B. Project Selection

The Paducah Section 8 Housing office will make housing choice voucher funding available to non-profit and for-profit entities through a competitive process. A Request for Proposal (RFP) will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.

All projects awarded project based Section 8 subsidy must be developed and operated in a manner consistent with HUD regulations. Project based commitments are subject to the availability of adequate federal funding of the PHA Section 8 Housing Choice Voucher Program.

C. Operation of Project-Based Properties

The PBV program shall operate the same as the regular tenant based vouchers with the following exceptions:

D. Project-Based Waiting List

The Paducah Section 8 Housing office shall use a separate waiting list for admission to the PBV program. All PBV applications will be maintained according to the same selection criteria as the regular program. If an applicant refuses an offer of assistance for PBV, the applicant will be transferred to the regular waiting list as of their original application date.

E. Moves with Continued Assistance

Participants that are assisted under the PBV program may move from the assisted project and retain housing choice voucher assistance if the assisted family has occupied the unit under PBV for at least 12 months and has given proper notice to vacate.

F. PBV Program Contract Terms

The contract term shall be negotiated for each project based on the project's needs, not to exceed 10 years.

Except for units designated for families that are elderly, disabled or receiving supported services, no more than 25% of the project may have PBV assistance.

PBV unit gross rents may not exceed the applicable Fair Market Rent.

No vacancy loss payments shall be made by the Paducah Section 8 Housing office in the event that the participant vacates the unit.

All units must be inspected by the Paducah Section 8 Housing office for Housing Quality Standard (HQS) compliance and each unit shall be re-inspected annually.

All contracts are subject to availability of adequate funds.

* * * * *

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Adoption of McCracken County Area Solid Waste Management Plan For 2023-2027 - **C YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor

Presentation By: Chris Yarber

Background Information: KRS 224.43-340 requires submission of solid waste management report and plan. The current plan will soon expire and an update has been prepared.

McCracken County has prepared the 2023-2027 update to the Plan with input from the City of Paducah. The Plan covers several areas of solid waste management, including trash collection, recycling, dump clean-up, and litter. The plan as a whole remains predominantly unchanged for the new five-year period. The County conducted a Public Comment process in conjunction with plan preparation. The Plan does not require compliance with specific mandates for reduction in landfilling or for diversion of materials through recycling.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the McCracken County Area Solid Waste Management Plan for 2023-2027.

Attachments:

1. MO - plan-solid waste county update 2023-2027
2. Draft Solid Waste Management Plan - Part 1
3. Draft Solid Waste Management Plan - Part 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE McCracken County Area
Solid Waste Management Plan 2023-2027 Update

WHEREAS, McCracken County fiscal Court is required by KRS 224.43-340 and
KRS 224.43-345 to submit an update of the area solid waste management plan; and

WHEREAS, the McCracken County Solid Waste Management Area is governed
by the McCracken County Fiscal Court; and

WHEREAS, the McCracken County Solid Waste Management Plan 2023-2027
Update sets the agenda for implementation of solid waste reduction and management for the
years inclusive of 2023-2027; and

WHEREAS, a Public Comment period on the McCracken County Solid Waste
Management Plan 2023-2027 Update was conducted in the County.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the McCracken County
Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation
Plan and associated activities.

SECTION 2. This Municipal Order shall be effective from and after the date of
its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\plan-solid waste county update 2023-2027

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize Contract Negotiations and Agreement for Consulting Services Related to Preservation Assessment in an amount Not-To-Exceed \$52,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Michelle Smolen

Presentation By: Daron Jordan

Background Information: On June 28, 2022, the City Commission authorized Municipal Order No. 2595 authorizing the City Manager to initiate a Request for Proposals for consulting services for preservation assessment and stewardship of certain historic assets and neighborhoods. The RFP was issued on July 1, 2022 and Proposals were opened on July 14, 2022. Two proposals were received in response to the RFP from Rhodes Heritage Group and Cultural Heritage Works. Pursuant to Code of Ordinances Sec. 2-655, competitive negotiation is needed to carry out this procurement. This Municipal Order authorizes the City Manager to enter into competitive contract negotiations on behalf of the City and authorizes the Mayor to execute an agreement for the assessment based on the recommendation of the City Manager and the outcomes of the negotiations in an amount not to exceed \$52,000.

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

If yes, please list the Commission Priority: Protecting Key Historical and Cultural Resources

Communications Plan:

Funds Available: Account Name: Cultural Assets Project

Account Number: MR0088

Staff Recommendation: Approval.

Attachments:

1. MO - Historic Assets & Neighborhood Preservation – Contract Negotiations & Agreement
2. Cultural Hertiage Works Proposal
3. Rhodes Heritage Group Proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS ON BEHALF OF THE CITY OF PADUCAH FOR PRESERVATION ASSESSMENT AND STEWARDSHIP OF CERTAIN HISTORIC ASSETS AND NEIGHBORHOODS AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAID SERVICES IN AN AMOUNT NOT TO EXCEED \$52,000

WHEREAS, on June 28, 2022, the City Commission authorized Municipal Order No. 2595 authorizing the City Manager to initiate a Request for Proposals for consulting services for preservation assessment and stewardship of certain historic assets and neighborhoods; and

WHEREAS, two (2) proposals were received by the City of Paducah and opened on July 14, 2022; and

WHEREAS, the City of Paducah now wishes for the City Manager to enter into contract negotiations on behalf of the City in order to finalize a contract for consulting services for preservation assessment and stewardship of certain historic assets and neighborhoods; and

WHEREAS, the City now wishes to authorize the Mayor to execute an agreement based on said contract negotiations in an amount not-to-exceed \$52,000.

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

SECTION 1. That the City of Paducah hereby authorizes the City Manager to enter into contract negotiations on behalf of the City of Paducah for consulting services for preservation assessment and stewardship of certain historic assets and neighborhoods.

SECTION 2. That the City of Paducah hereby authorizes the Mayor to execute an agreement for consulting services for preservation assessment and stewardship of certain historic assets and neighborhoods in an amount not-to-exceed \$52,000.

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\Historic Assets & Neighborhood Preservation – Contract Negotiations & Agreement

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Amend the 22-23 Position and Pay Schedule - **S WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The Position and Pay Schedule has been updated to reflect the position title changes and reclassifications from the amended Job Grade Schedule. The amended Position and Pay Schedule updates pay changes since the last approved schedule and it includes pay increases addressing compensation compression issues within the Senior Administrative Assistant position across multiple City Departments. It also includes the Planning and Technology Department's reorganization. The recommended changes are to assist the City with recruitment efforts to attract and retain talent.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the amended Position and Pay Schedule with recommended changes.

Attachments:

1. MO - Position and Pay Schedule FY2022-2023 7-26-22
2. Position and Pay Schedule -Jul 26

MUNICIPAL ORDER NO. _____

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

WHEREAS, the City of Paducah adopted the FY2022-2023 Position and Pay
Schedule by Municipal Order No. 2591 on June 14, 2022; and

WHEREAS, this amendment updates pay changes, addresses compensation
compression issues within the Senior Administrative Assistant position across multiple City
Departments, and includes Planning Department and Technology Department reorganizations;
and

WHEREAS, in order to implement the changes, it is necessary to amend 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 an amendment to the
FY2022-2023 Position and Pay Schedule for the employees of the City of Paducah 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/Position and Pay Schedule FY2022-2023 7-26-22

Section A.

ADMINISTRATION		AUTHORIZED POSITIONS			FY 23	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
City Manager	1	1			77.40	77.40	40	E	18
Assistant City Manager	1	1			53.05	53.05	40	E	17
Assistant to the City Manager							40	E	
Grants Administrator	1	1			25.38	24.76	40	E	10
Enterprise Resource Planning Manager	1	1			38.25	37.14	40	E	13
Business Analyst	1	1			27.88	27.88	40	E	11
Senior Administrative Assistant	1	1			26.39	25.75	40	NE	9
Communications Manager	1	1			40.81	40.81	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.		AUTHORIZED POSITIONS			FY 23	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
City Clerk / Customer Experience Director	1	1			43.05	43.05	40	E	15
Assistant City Clerk	1	1			28.10	26.76	40	NE	10
Senior Customer Experience Representative	1	1			24.17	23.02	40	E	9
Customer Experience Representatives	1	1			21.47	21.47	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		AUTHORIZED POSITIONS			FY 23	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
Administration									
Director of Finance	1	1			76.85	76.85	40	E	17
Senior Administrative Assistant	1	1			21.06	20.55	40	NE	9
Accounting/Payroll									
Controller	1	1			49.19	49.19	40	E	15
Senior Accountant	1	1			31.75	31.75	40	E	12
Accountant	2	1			23.41	23.41	40	E	10
		1			24.08	24.08	40	E	10
Revenue									
Revenue Manager	1	1			41.31	41.31	40	E	14
Account Clerk							40	NE	
							40	NE	
Revenue Tech II	1	1			21.34	21.34	40	NE	9
Revenue Tech.	2	1		1	19.99	19.99	40	NE	8
Revenue Auditor	1	1			26.76	26.76	40	E	11
Total Budgeted/Filled for Department		11	10	0	1				

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.

TECHNOLOGY DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY23			
-----------------------	--	----------------------	--	--	-------	------	--	--	--

POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
					RATE	RATE			
Chief Technology Director	1	1			49.44	49.44	40	E	16
Network Systems Administrator	2 1	1		4	25.31	25.31	40	E	11
Systems Technician	1	4		1	0.00	0.00	40	E	10
Help Desk Technician	1	1			24.07	24.07	40	NE	8
GIS and Application Support Manager	1			1	0.00	0.00	40	E	14 12
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	FY23			
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
					RATE	RATE			
Director of Planning	1	1			45.53	45.53	40	E	16
Principal Planner III	1	1		4	32.34	29.40	40	E	12
Senior Administrative Assistant	1	1			27.93	26.60	40	NE	9
Business Development Specialist	1	1			26.67	26.02	40	E	11
Administrative Assistant							40	NE	7
Senior Planner II	1	4		1	29.40	29.40	40	E	11
Planner I	1			1	0.00	0.00	40	E	10
Downtown Development Specialist	1	1			23.77	23.77	40	E	10
Total Budgeted/Filled for Department	7	5	0	2					

* Position Red Light 2021

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY23			
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
					RATE	RATE			
Police Chief	1	1			58.24	58.24	40	E	17
Police Assistant Chief	2	2			47.20	47.20	40	E	15
Captains	6						40	E	14
		2 1			42.23	42.23			
		1			42.03	42.03			
		1			41.00	41.00			
		4			40.03	40.03			
		1			37.85	0.00			
		4 2			37.80	37.80			
Sergeants	9						40	NE	
5 years		2			31.30	31.30			
10 years		5			32.87	32.87			
15 years		2			34.51	34.51			
20 years					36.24	36.24			
25+ years					38.05	38.05			
Police Officer	63***			4 2			40	NE	
Police Officer - Recruit		3 2			24.87	24.87			
1 year		16			24.87	24.87			
3 years		11			26.17	26.17			
5 years		10			27.47	27.47			
10 years		9			28.85	28.85			
15 years		8			30.29	30.29			
20 years		5			31.81	31.81			
25 years					33.40	33.40			

Senior Administrative Assistant	2	1		29.23	29.23	40	NE	9
		1		<u>21.31</u>	20.79			
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1		1			40	E	11
Records Division Manager	1	1		23.49	23.49	40	E	9
Senior Records Clerk	1	1		21.38	21.38	40	NE	8
Records Clerk	2	1		21.10	21.10	40	NE	7
		<u>1</u>	4	17.80	0.00			
Senior Evidence Technician	1	1		20.05	20.05	40	NE	8
Evidence Technician	1	1		18.09	18.09	40	NE	7
Total Budgeted/Filled for Department	90	87	0	3				

* Position Red Light 2021

POLICE DEPARTMENT CON'T	AUTHORIZED POSITIONS			FY 23	FY23			
				HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	WORK	NON-EXEMPT GRADE
911 Communications Services								
911 Communications Services Manager	1	1			43.08	43.08	40	E 13
Assistant 911 Communications Services Manager	1	1			33.07	33.07	40	E 12
Terminal Agency Coordinator	1			1	0.00	0.00	36/48	NE 8
911 System Administrator	1	1			27.04	27.04	40	E 10
Shift Supervisor	4			4			36/48	NE 10
							36/48	NE 10
Telecommunicator	14			4			36/48	NE 8
		1			25.77	25.77	36/48	NE 8
		1			25.27	25.27	36/48	NE 8
		1			24.01	24.01	36/48	NE 8
		1			22.67	22.67	36/48	NE 8
		1			21.25	21.25	36/48	NE 8
		1			20.84	20.84	36/48	NE 8
		1			20.03	20.03	36/48	NE 8
		1			19.02	19.02	36/48	NE 8
		<u>3 4</u>			18.47	18.47	36/48	NE 8
		2			18.01	18.01	36/48	NE 8
Senior Administrative Assistant	1	1			<u>27.52</u>	26.21	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	18	0	5
--------------------------------------	----	----	---	---

Section G.

FIRE DEPARTMENT	AUTHORIZED POSITIONS			FY 23	FY23			
				HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	WORK	NONEXEMPT GRADE
Administrative Division								
Fire Chief	1	1			62.55	62.55	40	E 17
Deputy Fire Chief - Fire Prevention	1	1			49.89	49.89	40	E 15
Deputy Fire Chief - Operations	1	1			<u>46.99</u>	45.84	40	E 15

Training Division

Battalion Chief/ Training Officer	1	1	32.19	32.19	40	E	12
-----------------------------------	---	---	-------	-------	----	---	----

Fire Prevention Division

Battalion Chief/ Fire Marshal						E	
Deputy Fire Marshal	2	1	32.68	32.68		NE	12
		1	28.73	28.73			
Senior Administrative Assistant	1	1	25.76	24.53		NE	9
Code Enforcement Officer	3	1	25.07	25.07	40	NE	8
		1	23.56	23.56			
		1	21.50	21.50			
Permit Technician	1	1	19.55	19.55	40	NE	7
Permit Specialist					40	NE	
Chief Building Inspector	1	1	36.78	36.78	40	NE	12
Deputy Building Inspector	1	1	26.69	26.69	40	NE	10
Chief Electrical Inspector	1	1	32.08	32.08	40	NE	12
Deputy Electrical Inspector	1	1	24.26	0.00	40	NE	10

Suppression Division

Fire Assistant Chief	3	1	31.37	31.37	40	E	14
		1	31.22	31.22			
		1	28.87	28.87			
Captains	15					NE	
<10 years		1	20.72	20.72			
10 years		3	21.24	21.24			
15 years		9	21.77	21.77			
20 years		2	22.32	22.32			
25 years			22.87	22.87			
Lieutenants	15					NE	
<10 years		7	18.84	18.84			
10 years		3	19.31	19.31			
15 years			19.79	19.79			
20 years			20.29	20.29			
25 years			20.80	20.80			
Firefighter	29					NE	
Firefighter (Appointee)		5	14.32	14.32			
6 months		5	15.44	15.44			
1 year		11	15.83	15.83			
3 years		1	16.22	16.22			
5 years			16.63	16.63			
10 years			17.05	17.05			
15 years			17.47	17.47			
Firefighter (Relief Driver)						NE	
COLA + \$0.39 + \$0.10							
2 years		3	16.69	16.69			
3 years		2	17.10	17.10			
5 years		6	17.53	17.53			
10 years		1	17.97	17.97			
15 years			18.42	18.42			

Total Budgeted/Filled for Department	77	75	0	2
--------------------------------------	----	----	---	---

* 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 23			
							HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING POSITIONS					BUDGET TOTAL	FILLED NON-CS RCSS/CS					
City Engineer					1	1	69.83	69.83	40	E	17
Assistant City Engineer					1	1	43.15	43.15	40	E	14
Engineer Project Manager					1	1	34.18	34.18	40	E	13
Engineering Technician					1	1	26.92	26.92	40	E	11
Engineering Tech III					1	1	39.61	39.61	40	E	13
Senior Administrative Assistant					1	1	24.38	23.22	40	NE	9
Floodwall Division											
EPW Floodwall Superintendent					1	1	35.26	35.26	40	E	13
Floodwall Operator					4				40	NE	
80%							18.34	18.34		NE	
85%							19.48	19.48		NE	
90%							20.63	20.63		NE	
95%							21.77	21.77		NE	
100%						2	22.92	22.92		NE	
Total Budgeted/Filled for Department					11	9					

* 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 23			
							HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
PUBLIC WORKS DEPT. POSITIONS					BUDGET TOTAL	FILLED NON-CS RCSS/CS					
Public Works Director					1	1	53.22	53.22	40	E	16
Assistant Public Works Director					1	1	45.89	45.89	40	E	14
Administrative Assistant					1	1	18.21	18.21	40	NE	7
Street Division											
Street Superintendent					1	1	32.62	32.62	40	E	13
Street Supervisor					1	1	26.40	26.40	40	E	11
Landscape Supervisor					1	1	30.76	30.76	40	E	11
Equipment Operator					3					NE	
80%							18.52	18.52			
85%							19.68	19.68			
90%							20.84	20.84			
95%							21.99	21.99			
100%						3	23.15	23.15			
Concrete Finisher					1					NE	
80%							17.71	17.71			
85%							18.82	18.82			
90%							19.93	19.93			
95%							21.03	21.03			
100%							22.14	22.14			
Right-Of-Way Maintenance Person					15					NE	
80%							17.14	17.14			
85%							18.22	18.22			
90%						3	19.29	19.29			
95%						3	20.36	20.36			
100%						8	21.43	21.43			

CITY OF PADUCAH			FY 2023 POSITION AND PAY SCHEDULE				July 26, 2022		
Laborer							NE		
80%						15.96	15.96		
85%						16.96	16.96		
90%						17.96	17.96		
95%						18.95	18.95		
100%						19.95	19.95		
Maintenance Division									
Maintenance Superintendent			1	1		34.72	34.72	40	E 13
Maintenance Supervisor			1		1	0.00	0.00		E 11
Janitor / Collector			4						NE
80%						15.58	15.58		
85%				1		16.56	16.56		
90%				1		17.53	17.53		
95%						18.51	18.51		
100%				1	1	19.48	19.48		
Traffic Technician			1		1				NE
80%						17.85	17.85		
85%						18.96	18.96		
90%						20.08	20.08		
95%						21.20	21.20		
100%					4	22.31	22.31		
Master Electrician			1		1*	0.00	0.00		NE 10
Maintenance Technician			5		2 1 + 1*				NE
80%						17.85	17.85		
85%						18.96	18.96		
90%				1		20.08	20.08		
95%						21.20	21.20		
100%				1	1	22.31	22.31		
Fleet Maintenance Division									
Fleet Superintendent			1	1		33.18	33.18	40	E 13
Fleet Supervisor			1	1		28.84	28.84	40	E 11
Senior Administrative Assistant			1	1		<u>22.11</u>	21.06	40	NE 7
Fleet Mechanic I									NE 8
Fleet Mechanic II			5		1				NE 9
				1		20.19	20.19		
				1		21.42	21.42		
				4		21.06	21.06		
				1		21.75	21.75		
				1		24.79	24.79		
Solid Waste Division									
Solid Waste Supervisor			2	1		28.08	28.08	40	E 11
				1		27.24	27.24		
Compost Operations Supervisor			1	1		24.72	24.72	40	E 10
Administrative Assistant			1	1		19.73	19.73	40	NE 7
Laborer			1						NE
80%						15.96	15.96		
85%						16.96	16.96		
90%						17.96	17.96		
95%						18.95	18.95		
100%				1		19.95	19.95		
Truck Driver			17		2 4				NE
80%						17.51	17.51		
85%						18.61	18.61		
90%						19.70	19.70		
95%						20.80	20.80		
100%				4 12	1	21.89	21.89		
Right-Of-Way Maintenance Person			0						NE
80%						17.14	17.14		
85%						18.22	18.22		
90%						19.29	19.29		
95%						20.36	20.36		

100%			21.43	21.43	
Compost Equipment Operator	2				NE
80%			18.52	18.52	
85%			19.68	19.68	
90%			20.84	20.84	
95%			21.99	21.99	
100%	2		23.15	23.15	

Total Budgeted/Filled for Department	70	51	3	16
--------------------------------------	----	----	---	----

* 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 23	HOURS	EXEMPT	PAY
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	WORK	NON-EXEMPT	GRADE
POSITION	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
Director of Parks & Recreation	1	1			46.34	46.34	40	E	16
Assistant Director of Parks	1	1			38.63	38.63	40	E	14
Assistant Director of Recreation	1	1			38.63	38.63			
Recreation Superintendent	1	1			32.23	32.23	40	E	13
Senior Recreation Specialist	1	1			21.61	21.61	40	E	10
Recreation Specialist	3	1		1*	20.72	20.72	40	E	9
		1			20.18	20.18			
Senior Administrative Assistant	1	1			23.47	22.35		NE	9
Administrative Assistant	1	1			18.64	17.75		NE	7
Maintenance Division									
Supervisor	2			4				E	10
		1			25.96	25.96			
		1			24.00	0.00			
Laborer	13			1				NE	
80%		1			15.96	15.96			
85%					16.96	16.96			
90%					17.96	17.96			
95%		1			18.95	18.95			
100%		8	2		19.95	19.95			
Right-Of-Way Maintenance Person	1							NE	
80%					17.14	17.14			
85%					18.22	18.22			
90%					19.29	19.29			
95%					20.36	20.36			
100%			1		21.43	21.43			

Total Budgeted/Filled for Department	26	21	3	2
--------------------------------------	----	----	---	---

* Position Red Light 2021

Note: Recreation Superintendent moved to Assistant Director Position, and Parks Maintenenace 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 23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
	BUDGET	FILLED		VACANT					

POSITIONS	TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NON-EXEMPT GRADE
Director of Human Resources	1	1		48.94	48.94	40	E 15
Risk Manager	1	1		<u>34.52</u>	33.84	40	E 13
H R Generalist	1	1		22.85	22.85	40	E 9
Administrative Assistant	1	1		20.23	20.23	40	NE 7

Total Budgeted/Filled for Department	4	4	0	0
--------------------------------------	---	---	---	---

* Position Red Light 2021

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Amend the 22-23 Job Grade Schedule - **S WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The Job Grade Schedule is being amended to change three Planner position titles to levels I, II, and III; in the Planning Department, to better align with industry standards for improved recruitment. We are reclassifying the 'GIS Manager' position in the Technology Department to be a 'GIS and Application Support Manager,' to align with the process management of the GIS system and consortium participants. The 'Network Administrator' position is changing to 'Systems Administrator,' and we are reclassifying one of those positions to a 'Systems Technician.' All other positions remain the same.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt the amended Job Grade Schedule with recommended changes.

Attachments:

1. MO pay grade schedule FY2022-2023 7-26-22
2. Pay Grade Schedule 7 26 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2022-2023 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2022-2023 Pay Grade Schedule by Municipal Order No. 2590 on June 14, 2022; and

WHEREAS, the City desires to amend the Pay Grade Schedule in order to change three Planner position to better align with industry standards for improved recruitment, reclassify the 'GIS Manager' position in the Technology Department to align with the process management of the GIS system and consortium participants, change the 'Network Administrator' to 'Systems Administrator,' and reclassify one position to a 'Systems Technician.';

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the amendment to the FY2022-2023 Pay Grade Schedule 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 7-26-22

City of Paducah, KY
 Job Grade Schedule
 Effective July 26, 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
	<u>GIS and Application Support Manager</u>	58,302	72,878	87,454
	Principal Planner III	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

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
	Crime Analyst II	51,595	64,494	77,393
	Engineer Technician	51,595	64,494	77,393
	GIS Specialist	51,595	64,494	77,393
	Landscape Supervisor	51,595	64,494	77,393
	Revenue Auditor	51,595	64,494	77,393
	Senior Planner II	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
	Network Systems Administrator	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 I	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
	Systems Technician	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: July 26, 2022

Short Title: Authorize the Fire Department to issue a Request for Qualifications for a Fire Department Feasibility Study - **S KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information: The purpose of the study is to review current fire station locations, facilities, and deployment of equipment, and to provide long-term recommendations for fire station facilities and infrastructure, taking into consideration future planned city growth.

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

If yes, please list the Commission Priority: CI - City Facilities.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the fire department to request proposals to conduct the feasibility study.

Attachments:

1. MO - RFQ - Fire Station Feasibility & Facilities Study

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PADUCAH FIRE
DEPARTMENT TO INITIATE A REQUEST FOR QUALIFICATIONS FOR A
FEASIBILITY STUDY RELATED TO FIRE STATION FACILITIES AND
INFRASTRUCTURE

WHEREAS, the City of Paducah desires to seek out a qualified consulting firm to provide services related to a fire station feasibility and facilities study; and

WHEREAS, the City Commission now wishes to direct the Paducah Fire Department to prepare and initiate a Request for Qualifications for the purpose of soliciting consulting services a fire station feasibility and facilities study.

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

SECTION 1. That the Paducah Fire Department is hereby authorized and directed to create and initiate a Request for Qualifications for the purpose of soliciting consulting services related to the development of a fire station feasibility and facilities study.

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
MO\RFQ – Fire Station Feasibility & Facilities Study

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize Contract for Services with Bacon, Farmer, Workman for design and construction administrative services for the development of pickleball courts in Noble Park in an amount of \$33,500.00 - **D JORDAN**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Daron Jordan

Background Information: On May 3, 2022, the City of Paducah put out an RFP for Pickleball Courts Design and Construction Administration for Noble Park. On June 3, 2022, proposals were opened. The City received 1 proposal and selected Bacon Farmer Workman for recommendation of the design and construction administration services for the project. This Municipal Order authorizes the Mayor to execute an agreement with BFW for services related to the design and construction administration of pickleball courts at Noble Park in an amount of \$33,500. This agreement includes both alternate 1 and alternate 2 related to design for lighting for the new pickleball complex and the existing tennis complex.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Parks Project Account

Account Number: PA0125

Staff Recommendation: Approval

Attachments:

1. MO - contract-BFW Pickleball Courts Design 2022
2. PickleballCourts_BFWProposal_071422_Final(r) (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING A
CONTRACT FOR SERVICES BETWEEN THE CITY OF PADUCAH AND BACON,
FARMER AND WORKMAN ENGINEERING & TESTING, INC., IN AN AMOUNT OF
\$33,500 FOR THE DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR
THE DEVELOPMENT OF PICKLEBALL COURTS IN NOBLE PARK, AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. The City hereby authorizes and approves Contract For Services for
the design and construction administrative services for the development of pickleball courts in
Noble Park between the City and Bacon, Farmer and Workman Engineering & Testing, Inc., in
an amount of \$33,500 and authorizes the Mayor to execute same.

SECTION 2. The expenditure shall be charged to the Parks Project Account,
Number PA0125.

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, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\MO\\contract-BFW Pickleball Courts Design 2022

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Authorize the Application for a 2022 Community Development Block Grant on behalf of The Senior Center of Paducah-McCracken County in the Amount of \$1.5 Million - **H REASONS/D JORDAN**

Category: Municipal Order

Staff Work By: Hope Reasons, Daron Jordan

Presentation By: Hope Reasons, Daron Jordan

Background Information: The CDBG Community Projects program is designed to provide funds for community development projects that address human service needs, such as senior centers, crisis centers, fire stations and facilities that provide services to low-income persons. The Senior Citizen Center of Paducah-McCracken County has identified 1.3 acres of land at 16th and Kentucky Avenue to build a new facility. Phase 1 of their plan includes the purchase of the land and constructing a new, 7,000 square foot building. The City of Paducah will be the applicant on behalf of the Center. The funding will be used toward construction of the building. The Center has committed \$150,000 for the acquisition of the land and architectural fees. There is no match required from the City.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to sign all documents related to the submission of the CDBG on behalf of the Senior Center.

Attachments:

1. MO - app - cdbg- senior center - 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION OF A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$1.5 MILLION THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT TO BE USED TO BUILD A NEW FACILITY FOR THE PADUCAH/MCCRACKEN COUNTY SENIOR CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the CDBG Community Projects program is designed to provide funds for community development projects that address human service needs, such as senior centers, crisis centers, fire stations and facilities that provide services to low-income persons; and

WHEREAS, the Senior Citizen Center of Paducah-McCracken County has identified 1.3 acres of land at 16th and Kentucky Avenue to build a new facility; and

WHEREAS, Phase 1 of their plan includes the purchase of the land and constructing a new, 7,000 square foot building; and

WHEREAS, the Paducah City Commission endeavors to support all efforts to improve the social and physical environment of the City of Paducah; and

WHEREAS, the Paducah City Commission wishes to support efforts to improve community involvement for the citizens of the City of Paducah; and

WHEREAS, the City of Paducah intends to be the funding applicant on behalf of the Senior Center.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant through the Department for Local Development in the amount of \$1.5 Million on behalf of The Senior Center of Paducah-McCracken County. No matching funds will be required from the City.

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 July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\grants\app - cdbg-Senior Center - 2022

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

Short Title: Consensual Annexation of 3520 Olivet Church Road - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: The property owner, Ms. Jacqueline Bell, has requested annexation into the City of Paducah. The total area proposed to be annexed is 1.176 acres. Upon annexation, the property will be referred to the Paducah Planning Commission to assign an initial zoning classification, said classification is proposed to be B-3 General Business Zone at this time.

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: Approval

Attachments:

1. ORD - Annex – Consensual 3520 Olivet Church Road
2. Signed annexation letter
3. 3520 Olivet Church Road - Annex Plat
4. 3520 Olivet Church Road - Legal Desc

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 1.176 acres of land located at 3520 Olivet Church 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, Ms. Jacqueline Bell, has requested said consensual annexation in writing to the Board of Commissioners; 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

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located east of Olivet Church Road, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point in the centerline of Olivet Church Road, said point also being the southwest corner of the Jordans Crossings Bella Vista LLC property (recorded in Deed Book 1380, Page 158), said point also being a point in the existing City of Paducah limits;

Thence along the south property line of the above said Jordans Crossings Bella Vista LLC property and with existing City of Paducah limits, S75°28'48"E a distance of 323.43 ft. to a point, said point being the northeast corner of said Tract 1, said point also being the northwest corner of the George L. & Peggy J. Spencer property (recorded in Deed Book 479, Page 209);

Thence leaving the above said south property line of Jordans Crossings Bella Vista LLC, along new City of Paducah limits with the east property line of said Tract 1, S17°45'19"W a distance of 155.47 ft. to a point, said point being the southeast corner of said Tract 1;

Thence along the south property line of said Tract 1 and with new City of Paducah limits, N74°03'13"W a distance of 327.36 ft. to a point, said point being in the centerline of Olivet Church Road;

Thence along the centerline of Olivet Church Road and with new City of Paducah limits, around a curve to the right with a chord bearing of N10°34'09"E, a chord distance of 147.28 ft., and radius of 785.46 ft. to the Point of Beginning.

The above described Tract contains 1.176 acres.

The above described tract is the entire property of Jacqueline Ann Bell (recorded in Deed Book 552, Page 112) and a part of Commonwealth of Kentucky - Olivet Church Road 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, July 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\Plan\Annex – Consensual 3520 Olivet Church 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 19, 2022

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

Re: Annexation request

Dear Josh:

I, Jacqueline Ann Bell, am requesting annexation of 3520 Olivet Church Road into the City of Paducah, pursuant to KRS 81A.412. This parcel totals approximately 1.06 acres and meets the requirement of KRS 81A.410. I request to utilize the City of Paducah Real Estate property tax incentive for this property. It is further requested that this parcel be zoned General Business Zone (B-3) by the Paducah Planning Commission upon annexation.

Thank you,

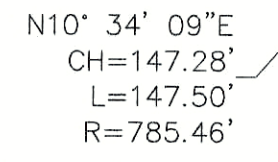
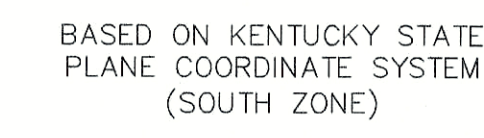
A handwritten signature in cursive script that reads "Jacqueline Bell".

Jacqueline Ann Bell

TRACT 1 DERIVED FROM EXISTING MONUMENTATION, THE FOLLOWING DEED: PROPERTY OF JACQUELINE ANN BELL RECORDED IN DEED BOOK 552, PAGE 112, THE FOLLOWING PLAT: PLAT OF SURVEY OF JIM BOTES SUBDIVISION RECORDED IN PLAT SECTION G, PAGE 251, AND THE CITY OF PADUCAH'S EXISTING ANNEXATION LIMITS.

I DO HEREBY CERTIFY THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS) HORIZONTAL INFORMATION IS BASED ON AN ONLINE POSITIONING USER SERVICE "OPUS" (NAD 83, KENTUCKY STATE PLANE COORDINATES SOUTH, GEOID 09) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. DATE OF SURVEY: MAY 27, 2022

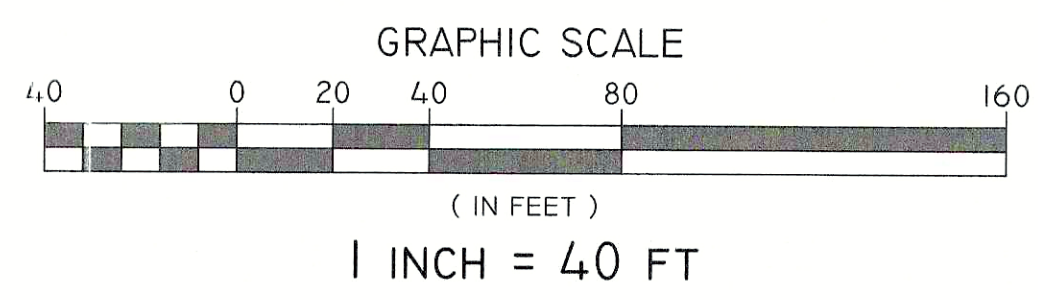
STATE of KENTUCKY
K. JETT
WOOD
3445
LICENSED
PROFESSIONAL
LAND SURVEYOR
JUNE 30, 2023
DATE



JACQUELINE ANN BELL
DEED BOOK 552, PAGE 11
PLAT BOOK G, PAGE 25

JORDANS CROSSINGS BELLA VISTA LL
DEED BOOK 1380, PAGE 158
PLAT BOOK K, PAGE 1418

GEORGE L. & PEGGY J. SPENCE
DEED BOOK 479, PAGE 209
PLAT BOOK G, PAGE 251



 PROPOSED CITY/COUNTY LIMITS
 ADJOINING PROPERTY LINE
 EXISTING CITY/COUNTY LIMITS
 ANNEXATION LIMITS

SV1.0



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

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

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located east of Olivet Church Road, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point in the centerline of Olivet Church Road, said point also being the southwest corner of the Jordans Crossings Bella Vista LLC property (recorded in Deed Book 1380, Page 158), said point also being a point in the existing City of Paducah limits;

Thence along the south property line of the above said Jordans Crossings Bella Vista LLC property and with existing City of Paducah limits, S75°28'48"E a distance of 323.43 ft. to a point, said point being the northeast corner of said Tract 1, said point also being the northwest corner of the George L. & Peggy J. Spencer property (recorded in Deed Book 479, Page 209);

Thence leaving the above said south property line of Jordans Crossings Bella Vista LLC, along new City of Paducah limits with the east property line of said Tract 1, S17°45'19"W a distance of 155.47 ft. to a point, said point being the southeast corner of said Tract 1;

Thence along the south property line of said Tract 1 and with new City of Paducah limits, N74°03'13"W a distance of 327.36 ft. to a point, said point being in the centerline of Olivet Church Road;

Thence along the centerline of Olivet Church Road and with new City of Paducah limits, around a curve to the right with a chord bearing of N10°34'09"E, a chord distance of 147.28 ft., and radius of 785.46 ft. to the Point of Beginning.

The above described Tract contains 1.176 acres.

The above described tract is the entire property of Jacqueline Ann Bell (recorded in Deed Book 552, Page 112) and a part of Commonwealth of Kentucky – Olivet Church Road right-of-way.

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

K. Jett Wood
STATE OF KENTUCKY
WOOD
3445
LICENSED
PROFESSIONAL
LAND SURVEYOR
JUNE 22, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2022

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

Category: Ordinance

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

Presentation By: Daron Jordan

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

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

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

On May 24, 2022, the Commission introduced the proposed ordinance. The Commission heard from the public and took said public comments into consideration. The attached ordinance reflects the changes which were made to the ordinance as a result of the public input including:

- Minimum Annual Franchise Fee: changed from \$15,000 to \$6,000 in the first year of the Grantee's franchise.
- Performance Bond: allows for the grantee to have 365 days to establish the telecommunications system and begin service instead of the originally proposed 180 days.

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. JULY 13 2022 TELECOMMUNICATIONS ORDINANCE

CITY OF PADUCAH
ORDINANCE NO. _____

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

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

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

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

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

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

Secs. 108-1—108-25. - Reserved.

Sec. 108-26. - Short title.

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

Sec. 108-27. – Purpose.

The purpose and intent of this article is to:

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

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

Sec. 108-28. – Creation of Franchise.

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

Sec. 108-29. – Existing Legislation.

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

Sec. 108-30. – Definitions.

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

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

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

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

2. telephone exchange service (as defined by 47 USC §153(54) (as such term is now, or may in the future be, defined under federal law);

3. exchange access (as defined by 47 USC §153 (20) (as such term is now, or may in the future be, defined under federal law);

4. mobile service (as defined by 47 USC §153(33) (as such term is now, or may in the future be, defined under federal law);

5. advanced communications services (as defined by 47 USC §153(1) (as such term is now, or may in the future be, defined under federal law);

6. long distance, inter-exchange and inter-LATA services, which may include MTS, WATS, 800, operator services, directory assistance and travel card services;

7. private line point to point service for end users of voice and data transmission; non-entertainment video, videoconferencing, or point to point private line service; and

8. any other intrastate or interstate telecommunication services which the PSC or the FCC has authorized, or services provided by radio common carrier.

(y) "Telecommunications System" means all fiber optics, wires, cables, ducts, conduits, vaults, Poles, Towers, Support structures, anchors, nodes, antennas, cabinets, fixtures, transformers, Equipment and apparatus and other necessary Facilities owned or used by Grantee for the purpose of providing Telecommunications Service and located in, above or below the Streets.

(z) "Tower" means any structure in the Rights-of-way built for the sole or primary purpose of supporting a Wireless facility. A Tower does not include a Pole or a Support structure.

(aa) "Transfer" means any sale, lease, mortgage, assignment, merger or other form of transfer of the Grantee, or of the rights and privileges granted or authorized by this Ordinance or any franchise granted pursuant to this ordinance.

(bb) "Wireless facility" means a Telecommunications System that enables Wireless services but does not include: (i) the Support structure, Tower, or Pole on, under, or within which the equipment is located or collocated; or (ii) coaxial, fiber-optic or other cabling that is between Telecommunications System or Poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna. A Small wireless facility is one (1) example of a Wireless facility.

(cc) "Wireless services" means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

Sec. 108-31. Applications.

(a) Applications shall be accompanied by a non-refundable Application fee of five thousand dollars (\$5,000.00) payable to the City. Said Application fee shall not be considered Franchise Fee payments.

(b) The City reserves the right to reject any and all Applications that fail to comply with the Application requirements of this Ordinance, and waive informalities, and/or technicalities where the best interest of the City may be served.

(c) All questions regarding the meaning or intent of the Ordinance or Application documents shall be submitted to the City in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the City as having received the Application documents. The City reserves the right to make extensions of time for receiving

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

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

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

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

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

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

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

- 7. *Additional requirements.*

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

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

Sec. 108-32. - Rights Under Franchise.

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

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

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

Sec. 108-33. – Standards.

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

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

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

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

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

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

- (p) The City may require Grantee to relocate its Telecommunications System, Facilities, Poles, Towers, Support structures and related Equipment and apparatus at the expense of Grantee: (i) in order to allow the City to make any public use of or improvements to the Rights-of-way; (ii) as made necessary due to a change in grade or other change in the Rights-of-way made by the City; (iii) as a result of traffic conditions or public safety or the widening or reconfiguring Streets, highways or lanes; (iv) as a result of the construction or installation of any public structure or public improvement by the City, the State or other public agency or district; or (v) in connection with any decision or action by the City to abandon or vacate Rights-of-way. Nothing in this Ordinance or the Franchise granted pursuant hereto shall abrogate the right of the City, or any governmental authority, to perform or carry out any public works or public improvements of any description, provided that the City shall comply with the provisions of the Telecommunications Act. The City shall not be liable for lost revenues sustained by Grantee, however caused, because of damage to, modification, alteration, or destruction of Grantee's Facilities in the Rights-of-way or from the construction, installation, operation, and/ or maintenance of City facilities, structures and/or the Rights-of-way.
1. The City shall provide thirty (30) days' prior written notice of the necessary relocation. Grantee shall have no more than ninety (90) days to complete the relocation.
 2. If Grantee fails to complete the work within the time allotted by the City, the City or other public agency or district may perform the work at the expense of Grantee.
 3. In the event Grantee refuses or neglects to alter or relocate its Telecommunications System, Facilities, Poles, Towers, Support structures or related Equipment and apparatus in a timely fashion, the City or other public agency shall have the right to break through, remove, alter or relocate such Facilities, Equipment and apparatus, Poles, Towers, or Support structures as necessary without any damages or liability owing to Grantee, and Grantee shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation. Grantee shall pay to the City, within thirty (30) days of billing accompanied by an itemized statement, the actual costs incurred by the City in connection with its relocation, removal and/or alteration of Grantee's Telecommunications System, Facilities, Poles, Towers, Support structures and/or related Equipment and apparatus.
 4. In cases of emergency, the City shall notify Grantee promptly upon learning of the emergency and the City may take necessary action to remediate the emergency situation, exercising reasonable efforts to avoid an interruption of Grantee's service. In cases of emergency, the City may cut, remove, or relocate the Grantee's Telecommunications System, Facilities, Poles, Towers, Support structures, and related Equipment and apparatus immediately at Grantee's expense without notice to Grantee, provided that the City shall undertake efforts

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

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

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

Sec. 108-35. – Indemnification.

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

For purposes of this indemnity provision:

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

Sec. 108-36. – Insurance and Bond.

(a) Insurance.

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

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

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

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

(b) Performance Bond.

Upon the effective date of the franchise agreement requiring Telecommunications System construction, the Grantee shall furnish proof of the posting of a faithful performance bond running to the City, with good and sufficient surety approved by the City, in a sum equal to the lesser of (a) one-fourth (1/ 4) of the fair estimated cost of the Telecommunications System to be erected. or (b) one hundred thousand dollars (\$100,000.00). Said bond shall be enforceable in case the Grantee should fail, within three hundred sixty-five (365) days, to establish and begin rendering the Telecommunications Service in the manner set forth in this Ordinance. Any bond required by this Ordinance shall be AAA rated.

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

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

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

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

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

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

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

Sec. 108-39. – Duration of Franchise.

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

Sec. 108-40. – Penalties.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 108-45. – Advertising for Bids.

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

Sec. 108-46. – Bid Process.

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

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

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

Sec. 108-47. – Compensation.

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

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

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

Sec. 108-48. – Aesthetic standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 108-49. – Additional Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 108-51. – Governing Law.

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

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

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

Sec. 108-53. – Agent.

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

Sec. 108-54. – Third Parties.

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

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

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

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

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2022

Adopted by the Board of Commissioners, _____, 2022

Recorded by City Clerk, _____, 2022

Published by *The Paducah Sun*, _____, 2022