



**CITY COMMISSION MEETING
AGENDA FOR AUGUST 9, 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

PRESENTATION Junior Duchess Award Presentation to Nyla Holder

NEW EMPLOYEE INTRODUCTIONS Firefighter Recruits: Trayle Prescott, Nick Hatton, Nick Bogart, Matt Uhlry, Mike Winnans, Kobe Bridges, Hunter Matlock

ADDITIONS/DELETIONS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for July 26, 2022
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve Contract For Services with Sprocket, Inc., in the amount of \$75,000 - D JORDAN
	E.	Approve Contract For Services with Paducah Transit Authority in the amount of \$215,000. - D JORDAN
	F.	Authorize Payment to the Paducah McCracken County Convention Center in an amount of \$31,444.59 for services related to the Dome Pavillion - M SMOLEN
	G.	Approve Memorandum of Understanding for Incentives for 3520 Olivet Church Road - J SOMMER

		H.	Declaration and Sale of Property at 1404 Madison Street - N HUTCHISON
		I.	Approve payment of Construction in Aid Fees for the S 24th & S 25th St. Improvement Project for \$74,185.55 to Paducah Power System - R MURPHY
		J.	Approve payment of Construction in Aid Fees for the Buckner Lane Bridge Improvement Project for \$65,481.00 to Paducah Power System - R MURPHY
		K.	Approve the purchase of One (1) Front Loader Refuse Truck for use by the Solid Waste Department in the amount of \$316,469.00 - C YARBER
		L.	Approve the purchase of One (1) Side Arm Refuse Truck in the amount of \$341,338.00 for use by the Solid Waste Department - C YARBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize Payment to the Industrial Development Authority for Purchase of 6866 Bobo Road in an amount of \$98,928.46 related to Economic Development - D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Repeal and Replace Chapter 108 "Telecommunications" of the Code of Ordinances - D JORDAN
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Authorize Budget Amendment for Fund Balance transfer for Vehicle Purchases - C YARBER
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

July 26, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 26, 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, and Mayor Bray (3). Commissioners Henderson and Wilson were not present at the meeting (2).

INVOCATION

Commissioner Guess led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS

Parks and Recreation Director Amie Clark introduced Greg Shelton, who has recently been promoted to Parks Maintenance Supervisor.

MAYOR'S REMARKS

Communications Manager Pam Spencer offered the following summary:

“Mayor Bray emphasized that he is encouraged by the forward progress underway 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. Regarding the outdoor sports complex, City Manager Daron Jordan and Deputy Judge Executive Steve Doolittle have been meeting to finalize details in the interlocal agreement that will be approved by both government bodies. For the 911 project, the 911 Communication Oversight Committee met yesterday and expects to receive a draft request for proposals from the consultant, Federal Engineering, in August with the goal of having the radio/tower infrastructure project initiated along with decisions on governance and funding structure by the end of this year. The Oversight Committee also heard from Kentucky State Police about its current 911 project underway across the State and learned that KSP is not ready at this time to incorporate Paducah-McCracken County into its system.”

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.

I(A)	Approve Minutes for July 12, 2022, Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Contract File:</u>

July 26, 2022

	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) <u>Financials File:</u> 1. GPEDC, Inc. (Financial Statements years ended June 30, 2021 and 2020) <u>Bids File:</u> 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
I(C)	Personnel Actions
I(D)	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 (MO #2603; BK 12)
I(E)	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 (MO #2604; BK 12)
I(F)	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 (MO #2605; BK 12)
I(G)	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 (MO #2606; BK 12)
I(H)	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 (MO #2607; BK 12)
I(I)	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 (MO #2608; BK 12)
I(J)	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

July 26, 2022

	LANGSTAFF PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2609; BK 12)
I(K)	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 (MO #2610; BK 12)
I(L)	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 (MO #2611; BK 12)
I(M)	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 (MO #2612; BK 12)
I(N)	A MUNICIPAL ORDER ADOPTING THE McCRACKEN COUNTY AREA SOLID WASTE MANAGEMENT PLAN 2023-2027 UPDATE (MO #2613; BK 12)
I(O)	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 (MO #2614; BK 12)

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3).

MUNICIPAL ORDERS

AMEND THE 22-23 POSITION AND PAY SCHEDULE

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AMENDING THE FY2022-2023 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY”

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3). **(MO #2615; BK 12)**

AMEND THE 22-23 JOB GRADE SCHEDULE

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2022-2023 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY”

July 26, 2022

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3). **(MO #2616; BK 12)**

AUTHORIZE THE FIRE DEPARTMENT TO ISSUE A REQUEST FOR QUALIFICATIONS FOR A FIRE DEPARTMENT FEASIBILITY STUDY

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3). **(MO #2617; BK 12)**

CONTRACT FOR SERVICES – BACON, FARMER, WORKMAN – DESIGN AND CONSTRUCTION AND ADMINISTRATIVE SERVICES – DEVELOPMENT OF PICKLEBALL COURTS IN NOBLE PARK IN THE AMOUNT OF \$33,500

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3). **(MO #2618; BK 12)**

APPLICATION FOR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT ON BEHALF OF THE SENIOR CENTER OF PADUCAH-McCRACKEN COUNTY IN THE AMOUNT OF \$1.5 MILLION

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$1.5 MILLION THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE SENIOR CENTER OF PADUCAH-McCRACKEN COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME”

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3). **(MO #2619; BK 12)**

ORDINANCE ADOPTIONS

CONSENSUAL ANNEXATION OF 3520 OLIVET CHURCH ROAD

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY

July 26, 2022

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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3). **(ORD #2022-07-8744; BK 36)**

ORDINANCE INTRODUCTION

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

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE REPEALING AND REPLACING CHAPTER 108 “TELECOMMUNICATIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This ordinance repeals and replaces Chapter 108 “*Telecommunications*” of the Code of Ordinances of the City of Paducah in its entirety. The purpose of this ordinance is to establish local policy, guidelines, standards, and time frames with respect to the regulation of telecommunications providers and to promote competition in telecommunications. Additionally, this ordinance allows the City of Paducah to permit and manage reasonable access to Rights-of-ways of the City for telecommunication purposes and conserve the limited physical capacity of Rights-of-way held in public trust by the City. This ordinance creates a non-exclusive franchise allowing telecommunications providers to bid for the right to construct, erect, operate, and maintain upon, through, along, under and over the Rights-of-way of the City of Paducah a Telecommunications System. This ordinance requires fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way including an application fee in a non-refundable amount of five thousand dollars (\$5,000) and franchise fee payments as set out herein. As required by KRS 83A.060, the following sections of the Ordinance are set forth and shall be published in their entirety:

108-30(p) “Minimum Annual Franchise Fee” means six thousand dollars (\$6,000) in the first year of the Grantee’s franchise and shall increase by one thousand dollars (\$1,000.00) annually.

108-31(a) Applications shall be accompanied by a non-refundable Application fee of five thousand dollars (\$5,000.00) payable to the City. Said Application fee shall not be considered Franchise Fee payments.

108-47 Compensation

- (a) The Franchise fee imposed under this Ordinance is not in lieu of any tax, fee or other assessment except as specifically provided in this Ordinance, or as required by applicable law. By way of example, and not limitation, permit fees and business license taxes are not waived 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

July 26, 2022

- (“Minimum Annual Franchise Fee”); or (b) an amount equal to either (i) five percent (5%) of Grantee’s Gross Revenues, which shall be payable quarterly and may be passed through to Grantee’s Customers, if Grantee provides Telecommunications Service to Customers within the City of Paducah (“Gross Revenue-based Franchise Fee”), or (ii) an amount equal to two dollars (\$2.00) per lineal foot of Facilities plus three thousand dollars (\$3,000.00) per each Wireless facility (other than Small wireless facilities) and two hundred seventy dollars (\$270.00) per each Small wireless facilities if Grantee does not provide Telecommunications Service to end-users within the City of Paducah (“Facilities-Based Franchise Fee”);
- (c) Grantee’s first Franchise Fee payable under this Ordinance shall be paid to the City forty-five (45) days after the City gives notice to the Grantee that the City has exercised its constitutional right to collect Franchise Fees. Such payment will be prorated for the remaining calendar year (rounded to the nearest month). Thereafter, Grantee shall pay each Franchise Fee (as applicable) in accordance with the schedule below.
 - (d) Minimum Annual Franchise Fee payments, if applicable, to the City shall be paid on or before April 15th of each calendar year during the term of the franchise.
 - (e) Gross Revenue-Based Franchise Fee payments, if applicable, to the City shall be computed based on Grantee’s Gross Revenues from each calendar year quarter period (January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31) and paid on or before the forty-fifth (45th) day following each calendar quarter period during the term of the franchise.
 - (f) Facilities-Based Franchise Fee payments, if applicable, to the City shall be computed based on Grantee’s lineal foot of Facilities in the City of Paducah as of January 1 of each calendar year and paid on or before April 15th of each calendar year during the term of the franchise.
 - (g) Payment not received by the City by the due date shall be assessed interest equal to the lessor 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,

July 26, 2022

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.

DISCUSSIONS:

A copy of the Presentation can be found in the minute file. Communications Manager Pam Spencer offered the following summaries:

311 PORTAL AND APP UPDATE

"City Clerk/Customer Experience Department Director Lindsay Parish updated the Board on Paducah 311, a new way for citizens to request city services. The app and online portal were launched January 26. Users can either create an account or report anonymously on various services including:

- Abandoned Vehicle
- Brush Pickup
- City Employment
- Code Enforcement
- Dead Animal Reports
- General Finance Request
- General Information Request
- General Parks Service Request
- General Police Request
- Right-of-Way Obstructions
- Potholes
- Program & Event Inquiries
- Property Maintenance

In the past six months, the City has received 582 total requests from 320 unique users. Parish said the usage of Paducah 311 has been growing each month with brush collection as the top service requested. The app has been downloaded 429 times. Parish listed the various promotional avenues used to inform citizens about the app and online portal with additional promotions and a user survey to gather feedback in the works."

CODE OF ORDINANCES REVISION UPDATE

"City Clerk (Lindsay) Parish updated the Board on the recodification options for the City's code of ordinances. The City is required by KRS 83A.060 to recodify its code

July 26, 2022

every five years to eliminate redundant, obsolete, inconsistent, and invalid information. Options include a legal review or a full recodification.”

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 topic:

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3)

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3)

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, and Mayor Bray (3).

TIME ADJOURNED: 6:56 p.m.

ADOPTED: August 9, 2022.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

August 9, 2022

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Resolution – Community Development Block Grant – Paducah-McCracken County Senior Citizens Center – MO #2619

Deed File:

1. Deed of Conveyance – between Cathy Priest and City of Paducah – 3181 Jackson Street – MO #2574

Contract File:

1. Programmatic Agreement between MURAD, KY State Historic Preservation Office, et al – BUILD Grant – Riverfront Pier – MO #2580
2. Contract For Services – DRMS – Digital Scanning Project – Paducah Police Department – MO #2603
3. Memorandum of Agreement between City of Paducah and William Evans – Annexation Incentives – 1630 North Friendship Road – MO #2605
4. Fleet Maintenance Contract between City of Paducah and West Marshall Fire Department – MO #2606
5. Agreement to Purchase Six Police Pursuit Rated SUVs – Linwood Motors – MO #2607
6. Contract For Services – Paxton Park Golf Board – MO #2608
7. Contract For Services – DWA Recreation – Playground Equipment – Langstaff Park – signed by Suzanne Davidson – Assistant Parks and Recreation Director (See also MO #2609)
8. Contract For Services between City of Paducah and Paducah Alliance of Neighbors – MO #2611
9. Agreement For S. 25th Street Improvement Project – Central Paving Co. ORD 2022-05-8736

Financials File:

1. Paducah Water Works – Month ending June 30, 2022

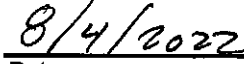
Bids File:

1. Consulting Services For Preservation Assessment and Stewardship of Certain Historic Assets and Neighborhoods – Cultural Heritage Works and Rhodes Heritage Group – MO #2614
2. Purchase of Six Police Pursuit Rated SUVs MO #2607
(a) Linwood Motors

CITY OF PADUCAH
August 9, 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.


City Manager's Office Signature


Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
August 9, 2022**

NEW HIRES - FULL TIME (FT)

PUBLIC WORKS

Thompson, Kneufum N.	Truck Driver	\$19.70/hr	NCS	Non-Ex	August 11, 2022
----------------------	--------------	------------	-----	--------	-----------------

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

HUMAN RESOURCES

	<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>
Orr, Sabrina	Administrative Assistant - HR \$20.23/hr	Administrative Assistant - HR \$20.84/hr	NCS	Non-Ex	July 28, 2022

TERMINATIONS - FULL TIME (FT)

E911

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
McNeese, Larry D.	Telecommunicator	Resignation	July 26, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Approve Contract For Services with Sprocket, Inc., in the amount of \$75,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, Daron Jordan

Presentation By: Daron Jordan

Background Information: The FY2023 Budget was approved on June 14, 2022, by Ordinance No. 2022-06-8740. The budget included payment to Sprocket, Inc., in the amount of \$75,000. The Board of Commissioners is now desirous of entering into a contract with Sprocket, Inc., for FY2023 services in the amount of \$75,000, payable in four quarterly installments of \$18,750 each.

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: Account No. 24000401-580810

Staff Recommendation: Approve the FY2023 Contract For Services with Sprocket in the amount of \$75,000, and authorize Mayor to execute same.

Attachments:

1. MO - contract-Sprocket FY23
2. Contract For Services - Sprocket

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$75,000 TO
PROVIDE SMALL BUSINESS DEVELOPMENT AND JOB CREATION
PROGRAMS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Sprocket, Inc. in the amount of \$75,000 payable in equal quarterly installments of \$18,750, the first installment being due no later than September 30, 2022, and subsequent payments being due December 31, 2022, March 31, 2023, and June 30, 2023. This contract shall expire June 30, 2023.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580810

SECTION 3. 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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
\\mo\contract-Sprocket FY23

CONTRACT FOR SERVICES

This Contract for Services, effective this ____ day of _____, 2022, by and between the **CITY OF PADUCAH** ("City") and **SPROCKET INC**, ("Sprocket"), a Kentucky non-profit corporation.

WHEREAS, Sprocket, Inc is a non-profit 501(c)3 makerspace. Sprocket is a place to create and develop innovative programs for education, entrepreneurship, and community learning.

WHEREAS, the services of Sprocket as described herein are for the direct benefit of the citizens of Paducah; and

WHEREAS, promoting entrepreneurialism which fosters development of the local workforce and the economy of Paducah serves a valid public purpose; and

WHEREAS, the City desires to contract with Sprocket 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 through 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 such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of Sprocket providing small business development and job creation programs, upon receipt of an invoice the City shall pay Sprocket the sum of Seventy- Five Thousand Dollars (\$75,000), said sum shall be paid in quarterly installments of \$18,750. The first installment shall be paid no later than September 30, 2022. Each subsequent payment shall be due on or before December 31, 2022, March 31, 2023 and June 30, 2023.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Sprocket, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES Sprocket shall perform the following services for and on behalf of the City in consideration for the payment described above in Section 3.

SECTION 6: ACCOUNTING

- (A) Sprocket shall conduct all accounting, payroll, and fiscal management. Sprocket shall make regular reports of expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of Sprocket, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) Sprocket shall supply an annual financial audit to the City within two (2) weeks of its completion.
- (D) Prior to June 30, 2023, Sprocket shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 3.

SECTION 7: 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 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Sprocket 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 moneys not properly accounted.

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

CITY OF PADUCAH

George Bray, Mayor

SPROCKET, INC.

Name

Title: EXECUTIVE DIRECTOR

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Approve Contract For Services with Paducah Transit Authority in the amount of \$215,000. - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, Daron Jordan

Presentation By: Daron Jordan

Background Information: The FY2023 Budget was approved on June 14, 2022, by Ordinance No. 2022-06-8740. The budget included payment to Paducah Transit Authority in the amount of \$215,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2023 services in the amount of \$215,000, payable in four quarterly installments of \$53,750 each.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580080

Staff Recommendation: Approve FY2023 Contract with Paducah Transit Authority in the amount of \$215,000 and authorize Mayor to execute same.

Attachments:

1. Contract For Services - Paducah Transit Authority
2. MO - contract-Paducah Transit Authority FY23

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2022, by and between the CITY OF PADUCAH ("City") and PADUCAH TRANSIT AUTHORITY, ("PTA").

WITNESSETH:

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

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

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 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 In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each, with the first being due and payable no later than September 30, 2022.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Paducah Transit Authority, will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.
- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

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

SECTION 6: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2022.

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

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

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

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boykin
Title Executive Director

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT OF \$215,000
FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000, to be paid in equal quarterly allocations of \$53,750, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2023.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

SECTION 3. 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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
\\mo\contract-Paducah Transit Authority FY23

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Authorize Payment to the Paducah McCracken County Convention Center in an amount of \$31,444.59 for services related to the Dome Pavillion - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen, Daron Jordan

Presentation By: Michelle Smolen

Background Information: The Annual 2022 AQS Quilt Week took place on April 27-30, 2022. The City agreed to reimburse the Paducah McCracken Convention Center for one-half of the cost of a contracted vendor to fully set-up and dismantle the dome pavilion for the 2022 AQS Quilt Show. The Paducah-McCracken County Convention Center has now invoiced the City of Paducah for one-half of the cost in an amount of \$31,444.59. This Municipal Order authorizes the Finance Director to make payment to the Paducah-McCracken County Convention Center in an amount of \$31,444.59.

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

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name: 2022 Dome Take-Down

Account Number: MR0092

Staff Recommendation: Approve a Municipal Order authorizes the Finance Director to make payment to the Paducah-McCracken County Convention Center in an amount of \$31,444.59 for services related to the set-up and dismantling of the Dome Pavillion for the 2022 AQS Quilt Show.

Attachments:

1. MO - Dome Pavilion Payment Convention Center AQS 2022
2. Dome Installation Support for Spring of 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANE DIRECTOR TO MAKE PAYMENT TO THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER IN AN AMOUNT OF \$31,444.59 FOR SERVICES RELATED TO THE SET-UP AND DISMANTLING OF THE DOME PAVILION FOR THE 2022 AQS QUILT SHOW

WHEREAS, the Annual 2022 AQS Quilt Week took place on April 27-30, 2022; and

WHEREAS, the City of Paducah now wishes to reimburse the Paducah McCracken Convention Center for one-half of the cost of a contracted vendor to fully set-up and dismantle the dome pavilion for the 2022 AQS Quilt Show.

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

SECTION 1. That the Finance Director is hereby authorized to make payment to the Paducah-McCracken County Convention Center in an amount of \$31,444.59 for services related to setting up and dismantling the Dome Pavilion for the 2022 AQS Quilt Show. This expenditure shall be charged to the 2022 Dome Take-Down Account Number MR0092.

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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
MO\Dome Pavilion Payment Convention Center AQS 2022

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Approve Memorandum of Understanding for Incentives for 3520 Olivet Church Road - **J SOMMER**

Category: Municipal Order

Staff Work By: Josh Sommer, Nicholas Hutchison, Jonathan Perkins

Presentation By: Josh Sommer

Background Information: The Board of Commissioners approved Ms. Jacqueline Ann Bell's consensual annexation of 3520 Olivet Church Road on July 26, 2022. Ms. Bell has requested to utilize the City of Paducah Real Estate tax incentives for the consensual annexation.

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 – Jacqueline Ann Bell 3520 Olivet Church Road Annexation
2. Signed MOA

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH JACQUELINE ANN BELL FOR PROPERTY TAX INCENTIVES RELATED TO THE ANNEXATION OF 3520 OLIVET CHURCH 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 3520 Olivet Church Road, on July 26, 2022, by Ordinance No. 2022-07-8744; and

WHEREAS, Jacqueline Ann Bell, property owner of 3520 Olivet Church 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 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 Jacqueline Ann Bell, in substantially the form attached hereto and made part hereof (**Exhibit A**), to provide a property tax reimbursement incentive.

SECTION 2. That the term of the property tax incentive shall be over a designated five (5) 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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
mo/agree - Incentive – Jacqueline Ann Bell 3520 Olivet Church Rd Annexation

EXHIBIT 'A'

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 9th day of August, 2022, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as "City"), and Ms. Jacqueline Ann Bell, 3735 Minnich Avenue, 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 1.06 acres, more or less, which is located at 3520 Olivet Church 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.

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

SECTION 1. ANNEXATION: 3520 Olivet Church 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 any property located therein 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 (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 the designated five (5) year period.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on August 10, 2022 for a period of five (5) years terminating on August 10, 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. 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 4. 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:

Ms. Jacqueline Ann Bell
3735 Minnich Avenue
Paducah, KY 42001

SECTION 5. 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 the property 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 6. 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, provided, however, that this Agreement shall not be transferred or assigned to a different property owner.

SECTION 7. 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 _____
Ms. Jacqueline Ann Bell

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Declaration and Sale of Property at 1404 Madison Street - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Nicholas Hutchison

Background Information: The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

DESCRIPTION OF THE PROPERTY: 1404 Madison Street

INTENDED USE AT THE TIME OF ACQUISITION: The City of Paducah acquired this property with the intention of using the lot in the Fountain Avenue Revitalization Program. The building on the property was demolished several years ago.

DISPOSITION OF THE PROPERTY: Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This lot is located in an established, recently revitalized residential neighborhood. The Comprehensive Plan recommends Urban Residential, in which residential development should be designed and configured to complement the existing neighborhood.

BID INFORMATION: Sec. 82.083 (5) If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the city. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made.

This property has been advertised several times since acquisition, the most recent being on the City website and in the Paducah Sun on April 30, 2022. Deadline to bid was 4 PM, May 25, 2022. No bids were received for this property. On July 14, 2022. Mr. Nichols submitted an offer to purchase the property to construct a single-family (three-bedroom, two-bath) home. The design of the home will fit the character of the neighborhood. It will be like the home Mr. Nichols recently constructed at 501 Harahan Blvd. Total investment \$150,000. He submitted a letter of financial ability to complete the project from Paducah Bank.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

The lot is located within the Neighborhood Service Zone, which will require Historic Architecture Review Commission (HARC) review and approval of the plans and design for new construction or exterior

changes in this zone. Since HARC has already approve the home at 501 Harahan Blvd. staff feels that the home will be approved for this lot.

Therefore, it is recommended to determine that the property is surplus and accept the request of the Charles Nichols to transfer the property for \$5, to construct a single-family residence, subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years.

Attachments:

1. MO - prop sale– 1404 Madison Street, Paducah, Kentucky
2. SOA2022-0007 Staff Report 1404 Madison Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1404 MADISON STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE OFFER OF CHARLES NICHOLS IN THE AMOUNT OF FIVE DOLLARS (\$5.00) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083 a written determination has been made that the City does not have any use at this time or in the future for property located at 1404 Madison Street, Paducah, Kentucky, which constitutes surplus real estate; and

WHEREAS, the City has advertised 1404 Madison Street for bid on numerous occasions, with the most recent being April 30, 2022; and

WHEREAS, the deadline to receive bids (May 25, 2022, at 4:00 p.m.) passed without receiving a bid on the property; and

WHEREAS, pursuant to KRS 82.083(5), if the city receives no bids, the property may be disposed of in any manner deemed appropriate by the City; and

WHEREAS, on July 14, 2022, Charles Nichols submitted an offer to purchase the property for the amount of Five Dollars (\$5.00); and

WHEREAS, the City desires to accept the offer of Charles Nichols, in the amount of Five Dollars (\$5.00), who proposes to construct a single-family dwelling with a total investment of \$150,000.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1404 Madison Street, Paducah, Kentucky to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the offer to purchase of Charles Nichols in the amount of Five Dollars (\$5.00) for the purchase of real property located at 1404 Madison Street, Paducah, Kentucky.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
\\mo\prop sale- 1404 Madison Street, Paducah, Kentucky



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	1404 Madison Street
CASE NO.	SOA2022-0008
OWNER	City of Paducah
APPLICANT	Charles Nichols dba Ten 10 Construction LLC
REQUEST	Sale of Asset
HEARING DATE	August 9, 2022

GENERAL SITE INFORMATION

CURRENT ZONING	NSZ (Neighborhood Service Zone)
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Urban Residential
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC	Paducah Fire, Paducah

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-4	Single-family
SOUTH	R-4	Single-Family
EAST	R-4	Vacant
WEST	R-4	Vacant

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

DESCRIPTION OF THE PROPERTY: 1404 Madison Street



Intended Use at the time of Acquisition

The City of Paducah acquired this property with the intention of using the lot in the Fountain Avenue Revitalization Program. The building on the property was demolished several years ago.

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This lot is located in an established, recently revitalized residential neighborhood. The Comprehensive Plan recommends Urban Residential, in which residential development should be designed and configured to

complement the existing neighborhood.

BID INFORMATION

Sec. 82.083 (5) If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the city. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made.

This property has been advertised several times since acquisition, the most recent being on the City website and in the Paducah Sun on April 30, 2022. Deadline to bid was 4 PM, May 25, 2022. No bids were received for this property. On July 14, 2022 Mr. Nichols submitted an offer to purchase the property to construct a single-family residence.

BID #1	Charles Nichols	Bid Amount: \$5
	Mr. Nichols submitted a proposal to construct a single-family (three-bedroom, two-bath) home. The design of the home will fit the character of the neighborhood. It will be like the home Mr. Nichols recently constructed at 501 Harahan Blvd. Total investment \$150,000. He submitted a letter of financial ability to complete the project from Paducah Bank.	

STAFF RECOMMENDATION

The lot is located within the Neighborhood Service Zone, which will require Historic Architecture Review Commission (HARC) review and approval of the plans and design for new construction or exterior changes in this zone. Since HARC has already approve the home at 501 Harahan Blvd. staff feels that the home will be approved for this lot.

Therefore, it is recommended to determine that the property is surplus and accept the request of the Charles Nichols to transfer the property for \$5, to construct a single-family residence, subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years.

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Approve payment of Construction in Aid Fees for the S 24th & S 25th St. Improvement Project for \$74,185.55 to Paducah Power System - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Approving payment to Paducah Power System (PPS) for utility relocation for the S 24th & S 25th St project.

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

On March 11, 2021, the President signed the American Rescue Plan Act. The State notified the City of Paducah of \$6,439,016.00 of available funding. On July 13, 2021, the Paducah Board of Commissioners authorized Municipal Order 2481, which appropriated \$4M of ARPA funding toward specific stormwater mitigation projects.

On May 24, 2022, the Paducah Board of Commissioners approved a contract with Central Paving of Paducah for the S 25th St. Improvement Project.

During Utility Relocation, PPS moved and replaced poles and cut back trees within the right-of-way for \$74,185.55. The Finance Director is authorized to pay the bill.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan:

Funds Available: Account Name: S 25th Improvement Project

Account Number: ST0040

Staff Recommendation: Authorize the payment of \$74,185.55 to Paducah Power System for Utility Relocation Construction in Aid fees for S 24th & S 25th St Improvement Project.

Attachments:

1. MO - South 25th Street Improvement Project – payment to Paducah Power \$74,185.55
2. PPS bill

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO PADUCAH POWER SYSTEM FOR CONSTRUCTION IN AID FEES FOR THE SOUTH 24TH & SOUTH 25TH STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$74,185.55, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, on March 11, 2021, the President signed the American Rescue Plan Act; and

WHEREAS, the State notified the City of Paducah of \$6,439,016 in available funding; and

WHEREAS, on July 13, 2021, the Paducah Board of Commissioners adopted Municipal Order #2481, which appropriated \$4 million of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, on May 24, 2022, the Paducah Board of Commissioners adopted Ordinance Number 2022-05-8736, which approved a contract with Central Paving of Paducah for the South 25th Street Improvement Project; and

WHEREAS, during utility relocation for this project, Paducah Power System moved and replaced poles and cut back trees within the right-of-way, resulting in a fee of \$74,185.55.

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

SECTION 1. The Finance Director is authorized to pay Paducah Power System the amount of \$74,185.55 for construction in aid fees related to the South 24th/South 25th Streets Improvement Project and authorizes the execution of all documents related to same. This expenditure shall be charged to the South 25th Street Improvement Project, Account Number ST0040.

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, August 9, 2022

Recorded by Lindsay Parish, City Clerk, August 9, 2022

\mo\South 25th Street Improvement Project – payment to Paducah Power \$74,185.55

INVOICE

Page 1 of 1

PADUCAH POWER SYSTEM
P.O. BOX 180
PADUCAH, KY 42002-0180
(270) 575-4000

DATE
06/30/22

CUSTOMER
307

INVOICE#
I0004783

FINANCE
JUL 5 2022

BILL TO
CITY OF PADUCAH
P O BOX 2267
PADUCAH, KY
42002-2267

SHIP TO

PO NBR SHIP DATE SHIP VIA FOB DUE DATE
07/31/22

QUANTITY	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
1.00	S 24TH & S 25TH STREETS PROJECT CONSTRUCTION IN AID FEES		74,185.55	74,185.55

PLEASE INCLUDE THE INVOICE NUMBER ON
YOUR PAYMENT

SALES TAX \$0.00
TOTAL INVOICE AMOUNT \$74,185.55

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Approve payment of Construction in Aid Fees for the Buckner Lane Bridge Improvement Project for \$65,481.00 to Paducah Power System - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information:

Summary: Approving payment to Paducah Power System (PPS) for utility relocation for the Buckner Lane Bridge Improvement project.

Background: On April 26, 2018, the President signed a major disaster declaration, FEMA-4361-DR-KY, for the 2018 Flooding and Severe Weather Events occurring from February 21, 2018, through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated \$438,774.00 total bridge rehab cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Lane Bridge Replacement Project. The Non-Federal Share of \$109,693.00 is split between State (\$52,652.00) and Local (\$57,041.00) cost shares.

On March 11, 2021, the President signed the American Rescue Plan Act. The State notified the City of Paducah of \$6,439,016.00 of available funding. On July 13, 2021, the Paducah Board of Commissioners authorized Municipal Order #2481, which appropriated \$4M of ARPA funding toward specific stormwater mitigation projects.

On April 24, 2022, the Paducah Board of Commissioners approved a contract with Jim Smith Contracting for the Buckner Lane Bridge Improvement Project.

During Utility Relocation, PPS moved and replaced poles and cut back trees within the right-of-way for \$65,481.00. The Finance Director is authorized to pay the bill.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan:

Funds Available: Account Name: Buckner Lane Bridge Project

Account Number: PF0078

Staff Recommendation: Authorize the payment of \$65,481.00 to Paducah Power System for Utility Relocation Construction in Aid fees for the Buckner Lane Bridge Improvement Project.

Attachments:

1. MO - Buckner Lane Bridge Project – payment to Paducah Power \$65,481
2. PPS bill

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO PADUCAH POWER SYSTEM FOR CONSTRUCTION IN AID FEES FOR THE BUCKNER LANE BRIDGE IMPROVEMENT PROJECT IN THE AMOUNT OF \$65,481, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, on March 11, 2021, the President signed the American Rescue Plan Act; and

WHEREAS, the State notified the City of Paducah of \$6,439,016 in available funding; and

WHEREAS, on July 13, 2021, the Paducah Board of Commissioners adopted Municipal Order #2481, which appropriated \$4 million of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, on April 26, 2022, the Paducah Board of Commissioners adopted Ordinance Number 2022-04-8730, which approved a contract with Jim Smith Contracting for the Buckner Lane Project; and

WHEREAS, during utility relocation for this project, Paducah Power System moved and replaced poles and cut back trees within the right-of-way, resulting in a fee of \$65,481.

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

SECTION 1. The Finance Director is authorized to pay Paducah Power System the amount of \$65,481 for construction in aid fees related to the Buckner Lane Bridge Improvement Project and authorizes the execution of all documents related to same. This expenditure shall be charged to the Buckner Lane Bridge Project, Account Number PF0078.

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, August 9, 2022

Recorded by Lindsay Parish, City Clerk, August 9, 2022

\mo\Buckner Lane Bridge Project – payment to Paducah Power \$65,481

INVOICE

Page 1 of 1 INCL

PADUCAH POWER SYSTEM
P.O. BOX 180
PADUCAH, KY 42002-0180
(270) 575-4000

DATE
06/30/22

CUSTOMER
307

INVOICE#
10004781

7072

FINANCE

5 7072

BILL TO
CITY OF PADUCAH
P O BOX 2267
PADUCAH, KY
42002-2267

SHIP TO

PO NBR

SHIP DATE

SHIP VIA

FOB

DUE DATE
07/31/22

QUANTITY DESCRIPTION

UOM

UNIT PRICE

AMOUNT

1.00 BUCKNER LANE BRIDGE PROJECT
CONSTRUCTION IN AID FEE

65,481.00

65,481.00

PLEASE INCLUDE THE INVOICE NUMBER ON
YOUR PAYMENT

SALES TAX

\$.00

TOTAL INVOICE AMOUNT

\$65,481.00

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Approve the purchase of One (1) Front Loader Refuse Truck for use by the Solid Waste Department in the amount of \$316,469.00 - **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On July 14, 2022, sealed bids were opened for the purchase of One (1) Front Loader Refuse truck for use by the Solid Waste Department. Two responsive bids were received, with Stringfellow submitting the lowest evaluated bid in the amount of \$316,469.00.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Solid Waste Vehicles

Account Number: 50002210 540050

Staff Recommendation: Approve a Municipal Order authorizing the mayor to sign an agreement with Stringfellow for the purchase of One (1) Front Loader Refuse Truck in the amount of \$316,469.00 for use by the Solid Waste Department.

Attachments:

1. MO - purchase front loader refuse truck – Solid Waste Department 2022
2. Bid Tab - One (1) Front Loader Refuse Truck
3. Proposed Agreement - Front Loader
4. 00020 - Invitation to Bid
5. Spec Pick Up List
6. Stringfellow Bid - Front Loader Refuse Truck
7. McBride Bid - Front Loader Refuse Truck

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE FRONT LOADER REFUSE TRUCK IN THE AMOUNT OF \$316,469, FOR USE BY THE SOLID WASTE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Stringfellow, Inc., in the amount of \$316,469 for sale to the City of one front loader refuse truck for use by the Solid Waste Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Stringfellow, Inc., of July 14, 2022.

SECTION 2. The Mayor is hereby authorized to execute a contract with Stringfellow, Inc., for the purchase of one front loader refuse truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Solid Waste Vehicles Account, account number 50002210 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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
\\mo\\purchase front loader refuse truck – Solid Waste Department 2022

CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT

Front Loading Refuse Truck

LOWEST EVALUATED BID

BID OPENING: Thursday, July 14, 2022 2:00 p.m. CST

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	McBride Mack David Craig 155 McBride Lane Paducah, KY 42001 (270)442-7545	Stringfellow John Anderson 2710 Locust St Nashville, Tenn 37207 (615)226-4900
Front Loading Refuse Truck	<u>\$316,969.00</u>	<u>\$316,469.00</u>

Delivery Time	150 Days	120-150 Days
Manufacturer	Mack/Heil	Mack/Heil

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
5. Deviations with Information	None	None
7. Kentucky State Bidders	Yes	No

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	999.5	1000
BID RECOMMENDED FOR ACCEPTANCE	No	Yes

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

**AGREEMENT TO PURCHASE ONE (1)
FRONT LOADER REFUSE TRUCK**

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide a **Front Loader Refuse Truck** to be used by the Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated **July 14, 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 **120-150 days** 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: **Three Hundred Sixteen Thousand Four Hundred Sixty-Nine Dollars (\$316,469.00)** 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: August 9, 2022

Short Title: Approve the purchase of One (1) Side Arm Refuse Truck in the amount of \$341,338.00 for use by the Solid Waste Department - **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On July 14, 2022, sealed bids were opened for the purchase of One (1) Side Arm Refuse Truck for use by the Solid Waste Department. Two responsive bids were received, with Stringfellow submitting the lowest evaluated bid in the amount of \$341,338.00.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Solid Waste Vehicles

Account Number: 50002209 540050

Staff Recommendation: Approve a Municipal Order authorizing the mayor to sign an agreement with Stringfellow for the purchase of One (1) Side Arm Refuse Truck in the amount of \$341,338.00 for use by the Solid waste Department.

Attachments:

1. MO - purchase Side Arm Refuse Truck – Solid Waste Department 2022
2. Proposed Agreement - Side Arm Refuse Truck
3. Bid Tab - One (1) Side Arm Refuse Truck
4. 00020 - Invitation to Bid
5. Spec Pick Up List
6. Stringfellow Bid - Side Arm Refuse Truck
7. McBride Bid - Side Arm Refuse Truck

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE SIDE ARM REFUSE TRUCK IN THE AMOUNT OF \$341,338, FOR USE BY THE SOLID WASTE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Stringfellow, Inc., in the amount of \$341,338 for sale to the City of one Side Arm Refuse Truck for use by the Solid Waste Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Stringfellow, Inc., of July 14, 2022.

SECTION 2. The Mayor is hereby authorized to execute a contract with Stringfellow, Inc., for the purchase of one Side Arm Refuse Truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Solid Waste Vehicles Account, account number 50002209 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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
\\mo\\purchase Side Arm Refuse Truck – Solid Waste Department 2022

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

**AGREEMENT TO PURCHASE ONE (1)
SIDE ARM REFUSE TRUCK**

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **Stringfellow** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) Side Arm Refuse Truck** to be used by the Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated **July 14, 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 **150-180 days** 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: **Three Hundred Forty-One Thousand, Three Hundred Thirty-Eight Dollars (\$341,338.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

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

CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT

Side Arm Refuse Truck

LOWEST EVALUATED BID

BID OPENING: Thursday, July 14, 2022 2:00 p.m. CST

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	McBride Mack David Craig 155 McBride Lane Paducah, KY 42001 (270)442-7545	Stringfellow Craig Miller 2710 Locust St Nashville, Tenn 37207 (615)226-4900
Side Arm Refuse Truck	<u>\$341,838.00</u>	<u>\$341,338.00</u>

Delivery Time	180 Days	150-180 Days
Manufacturer	Mack/Heil	Mack/Heil

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
5. Deviations with Information	None	None
7. Kentucky State Bidders	Yes	No

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	999.5	1000
BID RECOMMENDED FOR ACCEPTANCE	No	Yes

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Authorize Payment to the Industrial Development Authority for Purchase of 6866 Bobo Road in an amount of \$98,928.46 related to Economic Development - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Lindsay Parish, Michelle Smolen

Presentation By: Daron Jordan

Background Information: The Paducah-McCracken County Industrial Development Authority (the “IDA”) holds certain publicly owned development sites within Paducah and McCracken County and is responsible for the management, maintenance, and development of such properties. The City of Paducah recognizes that to best position our community for sustainable economic growth, the IDA must serve as an aid in capturing incentives and holding, obtaining, and developing favorable economic development properties.

This action approves payment to the Industrial Development Authority (IDA) in an amount of \$98,928.46 to assist the IDA in the purchase of property located at 6866 Bobo Road for economic development purposes. The total purchase price of the property is \$430,123.76. The City of Paducah will fund 23% of the purchase price with McCracken County funding 77% of the purchase price.

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

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

Communications Plan: N/A

Funds Available: Account Name: ARPA Capital Holding Project

Account Number: MR0093

Staff Recommendation: Approval.

Attachments:

1. MO - IDA Prop Purchase 6866 Bobo Rd 2022
2. 1986 HUD-1 (38)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE PURCHASE OF PROPERTY LOCATED AT 6866 BOBO ROAD IN AN AMOUNT OF \$98,928.46 FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZING THE MAYOR TO FILE AN APPLICATION TO THE PADUCAH AREA COMMUNITY REUSE ORGANIZATION (PACRO) FOR FUNDING IN AN AMOUNT UP TO \$98,928.46 FOR THE ACQUISITION OF LAND TO BE USED BY THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Paducah-McCracken County Industrial Development Authority (the “IDA”) holds certain publicly owned development sites within Paducah and McCracken County and is responsible for the management, maintenance, and development of such properties; and

WHEREAS, the City of Paducah recognizes that to best position our community for sustainable economic growth, the IDA must serve as an aid in capturing incentives and holding, obtaining, and developing favorable economic development properties; and

WHEREAS, the City of Paducah now wishes to assist the IDA with the purchase of certain property located at 6866 Bobo Road for economic development purposes; and

WHEREAS, the total purchase price of the property is \$430,123.76, of which the City of Paducah will provide funding in an amount of 23% of the purchase price with McCracken County providing 77% of the purchase price; and

WHEREAS, the City wishes to make application to the Paducah Area Community Reuse Organization (PACRO) for funding for said project.

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

SECTION 1. That the Finance Director is hereby authorized to make payment to the Paducah-McCracken County Industrial Development Authority in an amount of \$98,928.46 for the purchase of 6866 Bobo Road for economic development purposes and authorizes the Mayor to execute all documents related to same. This expenditure shall be charged to the ARPA Capital Holding Project Account Number MR0093.

SECTION 2. That the Mayor is hereby authorized to file an application to the Paducah Area Community Reuse Organization (PACRO) in an amount up to \$98,928.46 for funding to be used for the acquisition of land to be used by the Paducah-McCracken County Industrial Development Authority as authorized in Section 1. above.

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, August 9, 2022
Recorded by Lindsay Parish, City Clerk, August 9, 2022
MOIDA Prop Purchase 6866 Bobo Rd 2022

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 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

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2022

Short Title: Authorize Budget Amendment for Fund Balance transfer for Vehicle Purchases - **C YARBER**

Category: Ordinance

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: In accordance with the adopted Fleet Plant Budget for FY2022, the listed vehicles were authorized to be purchased. Due to unavailability of the vehicles, the funds need to be transferred/moved to FY2023 due to the updated arrival times.

Transit Van for Police Department \$66,327.000 71000210 540050

Fire SSV for Fire Department \$46,755.00 71000210 540050

Knuckle Boom for Solid Waste \$155,793.00 50002209 540050

This Ordinance authorizes a budget amendment to transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles) and \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles) in order to purchase the fleet vehicle out of the FY23 budget.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Fleet Lease Vehicles
Solid Waste Vehicles

Account Number: 71000210 540050
50002209 540050

Staff Recommendation: Approve a budget amendment to transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles) and \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles) in order to purchase the fleet vehicle out of the FY23 budget.

Attachments:

1. ORD - budget amend FY2023 - Fleet

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah adopted the FY2022 Budget, which included the purchase of a transit van for the Police Department (\$66,327), a Fire SSV for the Fire Department (\$46,755) and a Knuckle Boom for Solid Waste (\$155,793); and

WHEREAS, due to unavailability of the vehicles, these funds need to be transferred to the FY2023 budget due to the updated arrival times; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2023 budget to include these expenditures.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriations in order to purchase said vehicles out of the FY2023 budget:

- Transfer \$113,082.00 from Fleet Lease Fund Fund Balance to Account 71000210 540050 (Fleet Lease Vehicles).
- Transfer \$155,793.00 from Solid Waste Fund Fund Balance to Account 50002209 540050 (Solid Waste Vehicles).

SECTION 2. 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, August 9, 2022

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend FY2023 – Fleet