



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 14, 2023
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

PROCLAMATION Joint Proclamation for Alpha, Kappa, Alpha Sorority, Inc. Beta Omega Omega Chapter Day - Doris Sarr

ADDITIONS/DELETIONS

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 January 17, 2023, Special Call Meeting and January 24, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Mary Byrne to the Paducah Area Transit System Board
	D.	Appointment of Jill Durham and Lucia Rogers Burkart to the Civic Beautification Board
	E.	Personnel Actions
	F.	Amend the FY22-23 Position and Pay Schedule - S. WILCOX
	G.	Amend the FY22-23 Job Grade Schedule - S. WILCOX
	H.	Approve a KDLA Local Records Program Grant Application in the amount of \$46,000 for the Paducah Fire Department - Prevention Division - G. CHERRY
	I.	Approve a Contract with Tetra Tech in the Amount of \$440,000 for the EPA Brownfields Grant - N. HUTCHISON

		J.	Approve a Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Barlow Kentucky Fire Department - C. YARBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve a Release and Agreement for \$1,413,192.14 with Western Surety Company for the Costs Associated with the Default of Huffman Construction, LLC on the Pump Station #2 Rehabilitation Project - R MURPHY
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Amend Code of Ordinances Chapter 98 - Article VI and VII related to Parades and General Assemblies - L. PARISH
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve an Interlocal Cooperation Agreement for the City of Paducah/McCracken County 2045 Comprehensive Plan - N. HUTCHISON
	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>	

January 17, 2023

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, January 17, 2023, at 4:00 p.m., in the Board of Commissioners Chambers, City Hall, 300 South 5th Street, Paducah, Kentucky, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Wilson and Mayor Bray (4). Commissioner David Guess was present as Respondent to the misconduct charges filed against him.

A transcript of this Public Hearing is on file in the City Clerk's Office.

RATIFY MAYOR'S ORDERS

Commissioner Henderson offered motion, seconded by Commissioner Smith, "to ratify the Orders issued by the Board of Commissioners and signed by Mayor George Bray. Specifically,

- The Order on Pre-Hearing Evidentiary Motions dated January 17, 2023
- The Order on Respondent's Motion to Dismiss dated January 17, 2023
- The Order on Respondent's Motion for Written Decision on Motion to Dismiss and/or Continuance dated January 17, 2023
- The Order on Respondent's Motion for Clarification and/or Reconsideration re: 'Zero Tolerance' Policy dated January 17, 2023
- The Order on Respondent's Motion for Clarification and/or Reconsideration re: 'Not Privy' Communications"

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4).

PUBLIC HEARING RELATED TO MISCONDUCT CHARGES FILED AGAINST COMMISSIONER DAVID GUESS

Carol Schureck Petitt of Vaughn Petitt Legal Group, PLLC served as Complainant Counsel. David T. Riley of Grumley, Riley & Stewart, P.S.C. served as Respondent Counsel. Stacey Blankenship served as Counsel to the City Commission.

Ms. Petitt was allowed 10 minutes to make an opening statement.

Mr. Riley was allowed 10 minutes to make an opening statement.

Each witness was sworn in by the City Clerk before testifying before the City Commission.

Ms. Petitt called the following witnesses:

- David Guess
- Greg Cherry
- Stefanie Wilcox

Mr. Riley called the following witnesses:

- J.W. Cleary

Ms. Petitt entered the following Exhibits into the record of the meeting:

- Exhibit 1 – Resolution of the Board of Commissioner of the City of Paducah, Kentucky Charging Commissioner David Guess with Misconduct Pursuant to KRS 83A.040(9)
- Exhibit 2 – Text Message exchange between David Guess and Greg Cherry

January 17, 2023

- Exhibit 3 – Statement from David Guess made on Facebook
- Exhibit 6 – City of Paducah Attachment A: Notice of Counseling or Disciplinary Action
- Exhibit 7 – Termination Notice Letter from Stefanie Wilcox dated September 16, 2022

Mr. Riley entered the following Exhibits into the record of the meeting:

- Exhibit 4 - Text Message exchange between David Guess and Greg Cherry with time stamps
- Exhibit 8 – Lions Club Minutes from December 19, 2022
- Exhibit 9 – Text Message Chain between David Guess, Sandra Wilson, and Carol Gault on November 8, 2022

(Note: No Exhibit 5 was entered into the record. Copies of all Exhibits listed above are on file in the minute folder for this meeting in the City Clerk's Office.)

Ms. Pettitt was allowed 10 minutes to make a closing statement.

Mr. Riley was allowed 10 minutes to make a closing statement.

EXECUTIVE SESSION

Commissioner Smith offered motion, seconded by Commissioner Henderson, that the Board go into closed session for discussion of matters pertaining to the following topic:

- Issues which might lead to the discipline or dismissal of a member, i.e., Commissioner, as permitted by KRS 61.810(1)(f).

Adopted on call of the roll yeas, Commissioners Henderson, Wilson, Smith and Mayor Bray (4).

No vote was taken in Executive Session.

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll yeas, Commissioners Henderson, Wilson, Smith and Mayor Bray (4).

ACTION RELATED TO MISCONDUCT CHARGES FILED AGAINST COMMISSIONER DAVID GUESS

Mayor Bray offered motion, seconded by Commissioner Henderson, that “the Board of Commissioners issue the following finding: Having heard and reviewed the evidence presented at this hearing, the Board of Commissioners finds that Commissioner David Guess committed the offense of misconduct as that term is used in KRS 83A.040(9) when he sent text messages to a City employee which stated, ‘You got Dujuan under control?’ And ‘Whitey keeping a black man down.’”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4).

Mayor Bray offered Motion, seconded by Commissioner Smith, “that the Board of Commissioners remove Commissioner David Guess from the office of City Commissioner, effective immediately.”

January 17, 2023

Adopted on call of the roll yeas, Commissioners Henderson, Wilson, Smith and Mayor Bray (4).

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4).

TIME ADJOURNED: 7:40 p.m.

ADOPTED: February 14, 2023

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

January 24, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, January 24, 2023, 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 Henderson, Smith, and Wilson and Mayor Bray (4).

INVOCATION

Commissioner Smith led the invocation.

PLEDGE OF ALLEGIANCE

Maggie Beavers led the pledge.

PROCLAMATIONS

The Mayor presented Proclamations to Patti Sanders in recognition of the 175th Anniversary of St. Francis de Sales Church and to Monica Hayden, St. Mary School System Director, in recognition of Catholic Schools Week.

PRESENTATION

Carolyn MacKay and Clay Norton presented the Commission with a framed print entitled, “Farewell Delta Queen” that was painted by Wil MacKay.

ADDITION/DELETIONS

City Manager Daron Jordan requested that Discussion Item VI(B) Discussion and Potential Action related to the appointment of a City Commission Member pursuant to KRS 83A.040 – be removed from the agenda.

MAYOR’S REMARKS

Mayor Bray invited everyone to the City Block Groundbreaking on January 27th at 2:00 p.m.

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 of Special Called Meeting of the Board of Commissioners for January 10, 2023
I(B)	Receive and File Documents <i>Minute File:</i> 1. Notice of Special Called Meeting of the Board of Commissioners on Tuesday, January 10, 2023, at 5:00 p.m. 2. Notice of Special Called Meeting of the Board of Commissioners on Tuesday, January 17, 2023 at 4:00 p.m. 3. Notice of Activation Agreement –TIF

January 24, 2023

	4. Order dated January 17, 2023, removing Commissioner David Guess from the office of City Commissioner 5. Letter dated January 18, 2023, notifying County Clerk Jamie Huskey of the Board of Commissioners' intent to fill a vacancy created by the removal of City Commissioner David Guess 6. Letter dated January 18, 2023, notifying Kentucky Secretary of State Michael G. Adams of the Board of Commissioners' intent to fill a vacancy created by the removal of City Commissioner David Guess <u>Deed File:</u> 1. Deed of Correction – 3179 Jackson Street – MO #2573 2. Deed of Conveyance – City of Paducah, Kentucky and Jefferson and Waters, LLC – 2.88 acres located at 122 Broadway – Tract 1 - City Block Project – MO #2688 3. Deed of Access between the City of Paducah, Kentucky and Jefferson and Watters – LLC Tracts and 3 – City Block Project – MO #2688 <u>Contract File:</u> 1. Recommended Bid of MagneGrip for Diesel Exhaust Extraction System – MO #2678 2. Amended and Restated Development Agreement between City of Paducah and Weyland Ventures Development, LLC – City Block Project - MO #2688 3. Partial Assignment of Development Agreement – Tract 1 – the Boutique Hotel Facility – Jefferson and Waters LLC and Weyland Ventures Development LLC – City Block Project – MO #2688 4. Seller's Lien Affidavit – Weyland Ventures Development LLC – City Block Project – MO #2688 5. Contract for Legal Services Vaughn Pettitt – Representation of City of Paducah against David Guess – City Commission Misconduct Charge MO #2692 6. Franchise Agreement between City of Paducah and Quad State Internet, LLC ORD 2023-01-8757
(IC)	Reappointment of Angela Copeland to the Commissioners of Water Works. Said term shall expire January 10, 2027
I(D)	Appointment of Mark Thompson to the Paducah Convention & Visitors Bureau to replace Kristen Williams, who resigned. Said term shall expire December 21, 2024 . Scrivener's Error December 31, 2024.
I(E)	Appointment of Trey Griffin to the Paducah Planning Commission to replace Cathy Crecelius, who resigned. Said term shall expire August 31, 2026.
I(F)	Appointment of Mary Hammond to the Public Monument Committee. Said term shall expire January 24, 2027.
I(G)	Appointment of Marcus Turnley to Board of Ethics, to replace Maurie McGarvey, whose term shall expire February 10, 2023. Said term shall expire February 10, 2026.
I(H)	Reappointment of Chad Beyer, Greg Croft, Jason Hickey and Rick Windhorst to the Building, Electrical & Fire Codes Appeals Board. Said terms shall expire January 22, 2027.
I(I)	Personnel Actions

January 24, 2023

I(J)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2024 HIGHWAY SAFETY GRANT IN THE AMOUNT OF \$35,000 THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS AND THE PURCHASE OF FOUR (4) MOVING RADAR UNITS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2693; BK 12)
I(K)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE 2023 INDEPENDENCE DAY CELEBRATION DISPLAY (MO #2694; BK 12)

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

BOARD APPOINTMENTS

Paducah Riverfront Advisory Board

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners approve the action of Mayor Bray in the reappointment of Commissioner Sandra Wilson to the Paducah Riverfront Development Advisory Board. Said term shall expire December 31, 2024.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, and Mayor Bray (3).
Commissioner Wilson abstained from the vote (1).

Commissioners of Water Works

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners approve the action of Mayor Bray in the appointment of Commissioner Robert Buz Smith to the Commissioners of Water Works, said term shall expire December 31, 2024.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

Brooks Stadium Commission

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Bray in the appointment of Commissioner Robert Buz Smith to the Brooks Stadium Commission, said term shall expire December 31, 2024.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

Electric Plant Board

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners approve the action of Mayor Bray in the reappointment of Commissioner Sandra Wilson to the Electric Plant Board. Said term shall expire December 31, 2024.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, and Mayor Bray (3).
Commissioner Wilson abstained from the vote (1).

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Municipal Housing Commission

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners approve the action of Mayor Bray in the reappointment of Commissioner Raynarldo Henderson as the Mayor's designee to the Municipal Housing Commission. Said term shall expire December 31, 2024.

Adopted on call of the roll yeas, Commissioners Smith, Wilson, and Mayor Bray (3).
Commissioner Henderson abstained from the vote (1).

MUNICIPAL ORDER

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER OF THE CITY OF PADUCAH DISBANDING THE 911 COMMUNICATION SERVICES OVERSIGHT COMMITTEE."

Adopted on call of the roll yeas, Commissioners Henderson, Smith Wilson, and Mayor Bray (4).
(MO #2695; BK 12)

ORDINANCE ADOPTIONS

AMEND CODE OF ORDINANCES SECTION 2-145 RELATED TO PUBLIC COMMENTS

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-145 "ORDER OF BUSINESS; NAMES OF MEMBERS PRESENT TO BE NOTED; HEARING OF SPECTATORS" OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: This Ordinance amends Chapter 2, Section 2-145 to clarify when the public is allowed to make comments at a City Commission meeting and setting forth the provisions under which such public comments are allowed.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).
(ORD 2023-01-8758; BK 36)

AMEND SECTION 2-315 FIREFIGHTER TRAINING AND QUALIFICATIONS; APPOINTEE PROBATIONARY PERIOD

Commissioner Smith offered Motion, seconded by Commissioner Wilson that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-315 "FIREFIGHTER TRAINING AND QUALIFICATIONS; APPOINTEE PROBATIONARY PERIOD" OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: This Ordinance amends Section 2-315(c) to extend the initial training period for Fire Department appointees from a maximum of twenty (20) weeks to a maximum of thirty-two (32) weeks.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).
(ORD 2023-01-8759; BK 36)

January 24, 2023

ORDINANCE INTRODUCTION

AMEND CODE OF ORDINANCES CHAPTER 98 – ARTICLE VI AND VII RELATED TO PARADES AND GENERAL ASSEMBLIES

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE REPEALING CHAPTER 98, ARTICLE VI PARADES & ARTICLE VII GENERAL ASSEMBLIES OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY AND REPLACING THEM IN THEIR ENTIRETY.” This Ordinance is summarized as follows: This Ordinance repeals and replaces Chapter 98 Article VI Parades and Article VII General Assemblies of the Code of Ordinances of the City of Paducah to update and expand the definition of special events; charge the City Manager with creating and maintaining an Administrative Policy which controls the specifics related to Special Events; and update wording to clarify that all permitted events must provide a minimum of \$1,000,000 general liability coverage with the City named as additional insured.

DISCUSSION

Communications Manager Pam Spencer offered the following summary:

Outdoor Sports Complex Discussion

City Manager Daron Jordan led the Board through a discussion regarding the outdoor sports complex under design for the former Bluegrass Downs horse track complex and a portion of Stuart Nelson Park. City Manager Jordan and Parks & Recreation Department Director Amie Clark are the City’s appointments to the facility’s Project Working Group. The Working Group’s goal is to finalize the design in the next few weeks. The project will affect the current location of the Dog Park at Stuart Nelson Park, and this week the project architect submitted a letter to the City and County recommending the Dog Park to be moved to Noble Park. Clark said a possible relocation site at Noble Park is Anna Baumer Field. This is the large field behind the amphitheater near the Greenway Trail. Jordan also said dog relief areas are included in the outdoor sports complex’s design. The Dog Park relocation must be approved by the City, County, and McCracken County Sports Tourism Commission since the cost to relocate the park is included in the overall cost of the complex.

Commissioner Smith inquired about the location of the Disc Golf Course. Parks and Recreation Director Amie Clark stated that it is their goal to keep the disc golf course at its current location; however, a few holes may have to be moved. They will work with the original designer of the course regarding any change.

January 24, 2023

AUDIENCE COMMENT

Victoria Terra thanked the Commission for their leadership.

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

TIME ADJOURNED: 5:58 p.m.

ADOPTED: February 14, 2023.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 14, 2023

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Order to remove Commissioner David Guess from the Office of City Commissioner dated January 17, 2023 – recorded copy

Deed File:

1. Deed in Lieu of Foreclosure – 1721 Broad Street – MO #2679
2. Deed in Lieu of Foreclosure – 1723 Broad Street – MO #2680
3. Agreement between BellSouth Telecommunications and Quad State Internet – Reference ORD 2023-01-8757
4. Pole Attachment Agreement between Paducah Power and Quad State Internet – Reference ORD 2023-01-8757

Contract File:

1. McCracken County Emergency Operations Plan - 2022

CITY OF PADUCAH
February 14, 2023

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

Michelle Smolen

City Manager's Office Signature

2/9/2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 14, 2023**

<u>NEW HIRES - PART-TIME (P/T)</u>					
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Shelton, Jose F.	Park Ranger	\$14.00/hr	NCS	Non-Ex	January 21, 2023
<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)</u>					
<u>E-911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Fowler, Hillary	Telecommunicator \$22.47/hr	Telecommunicator \$21.84/hr	NCS	Non-Ex	January 26, 2023
<u>ADMINISTRATION</u>					
Underwood, Beverly A.	Senior Administrative Assistant \$26.39/hr	Senior Administrative Assistant \$26.65/hr	NCS	Non-Ex	December 1, 2022
<u>FINANCE</u>					
Arellano-Tapia, Anayeli	Revenue Technician \$18.02/hr	Revenue Technician \$18.47/hr	NCS	Non-Ex	February 9, 2023
<u>FIRE - PREVENTION</u>					
Cherry, Joseph G.	Deputy Chief \$49.89/hr	Deputy Chief \$51.39/hr	NCS	Ex	January 12, 2023
<u>FIRE - SUPPRESSION</u>					
Burton, Joseph L.	Assistant Fire Chief \$31.22/hr	Assistant Fire Chief \$32.16/hr	NCS	Ex	February 9, 2023
Denton, David A.	Deputy Chief \$46.99/hr	Deputy Chief \$48.40/hr	NCS	Ex	December 29, 2022
<u>POLICE</u>					
Martin, Carly D.	Records Clerk \$17.80/hr	Records Clerk \$18.25/hr	NCS	Non-Ex	February 9, 2023
<u>TERMINATIONS - FULL-TIME (F/T)</u>					
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>		
Weems, James	Recreation Specialist	Resignation	February 28, 2023		
<u>POLICE</u>					
Armstrong, Jason M.	Patrolman	Resignation	February 12, 2023		
Brown, Adam M.	Patrolman	Resignation	February 12, 2023		

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Amend the FY22-23 Position and Pay Schedule - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The position and pay schedule is being submitted in preparation for the fiscal year 2024 budget cycle. The Enterprise Resource Planning Manager has changed to Software Manager and the Business Analyst job title has changed to Software Specialist. Both positions have moved into the Technology Department. A Solid Waste Supervisor position will be reclassified as a Solid Waste Superintendent, and the Park Maintenance Supervisors are being moved to the same job grade as the Public Works Maintenance Supervisors. All other changes are related to new hires, employees leaving and wage rates increasing.

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: Approved the updated position and pay schedule with recommended changes.

Attachments:

1. MO Position and Pay Schedule FY2022-2023 2-14-23
2. Position and Pay Schedule -Feb 14

MUNICIPAL ORDER NO. _____

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

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

WHEREAS, the City desires to amend the Position and Pay Schedule in order to
change the job titles for the Enterprise Resource Planning Manager to the Software Manager and
the Business Analyst to a Software Specialist and to move both positions to the Technology
Department; and

WHEREAS, the City desires to amend the Position and Pay Schedule in order to
reclassify a Solid Waste Supervisor position as a Solid Waste Superintendent and to move the
Park Maintenance Supervisors to the same job grade as the Public Works Maintenance
Supervisors; and

WHEREAS, the City desires to amend the Position and Pay Schedule in order to
update information in preparation for the Fiscal Year 2024 budget cycle; and

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
mo/Position and Pay Schedule FY2022-2023 2-14-23

Section A.

ADMINISTRATION		AUTHORIZED POSITIONS			FY 23	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
City Manager	1	1			<u>79.72</u>	77.40	40	E	18
Assistant City Manager	1	1			<u>54.64</u>	53.05	40	E	17
Assistant to the City Manager							40	E	
Grants Administrator	1	1			25.38	25.38	40	E	10
Enterprise Resource Planning Manager	4	4			<u>38.25</u>	<u>38.25</u>	40	E	13
Business Analyst	4	4			<u>27.88</u>	<u>27.88</u>	40	E	11
Senior Administrative Assistant	1	1			26.39	26.39	40	NE	9
Communications Manager	1	1			<u>42.03</u>	40.81	40	E	13
Total Budgeted/Filled for Department		5	5	0					

Note: Moved ERP Manager and BA Positions to Technology Department (02/23)
Note: Moved Grants Administrator position from Finance to Administration

Section B.

CITY CLERK / CUSTOMER EXPERIENCE DEPT.		AUTHORIZED POSITIONS			FY 23	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
City Clerk / Customer Experience Director	1	1			<u>44.35</u>	43.05	40	E	15
Assistant City Clerk	1	1			<u>28.94</u>	<u>28.10</u>	40	NE	10
Senior Customer Experience Representative	1	1			<u>24.90</u>	<u>24.17</u>	40	E	9
Customer Experience Representatives	1	1			21.47	21.47	40	NE	7
Total Budgeted/Filled for Department		4	4	0					

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

Section C.

FINANCE DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
Administration									
Director of Finance	1	1			<u>79.15</u>	76.85	40	E	17
Senior Administrative Assistant	1	1			<u>21.17</u>	21.06	40	NE	9
Accounting/Payroll									
Controller	1	1			<u>50.67</u>	49.19	40	E	15
Senior Accountant	1	1			<u>32.70</u>	31.75	40	E	12
Accountant	2	1			<u>24.11</u>	23.41	40	E	10
		1			24.08	24.08	40	E	10
Revenue									
Revenue Manager	1	1			<u>42.55</u>	41.31	40	E	14
Account Clerk							40	NE	
							40	NE	
Revenue Tech II	1	1			<u>21.87</u>	21.34	40	NE	9
Revenue Tech.	2	1		1	19.99	19.99	40	NE	8
		1			<u>18.02</u>		40	NE	8
Revenue Auditor	1	1			<u>27.56</u>	26.76	40	E	11
Total Budgeted/Filled for Department		11	11	0					

Note: The Revenue Tech III was removed and a Revenue Tech added.
* Position Red Light 2021

Note: RCSS - Individuals Retain Civil Service Status

Section D.

TECHNOLOGY DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY23			
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POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Chief Technology Director	1	1			<u>50.68</u>	49.44	40	E	16
Software Enterprise Resource Planning Manager	1	1			38.25	38.25	40	E	13
Software Specialist Business Analyst	1	4		<u>1</u>	27.88	27.88	40	E	11
Systems Administrator	1	1			<u>25.82</u>	25.31	40	E	11
Systems Technician	1	<u>1</u>		4	<u>27.68</u>	0.00	40	E	10
Help Desk Technician	1	<u>1</u>			<u>18.25</u>	0.00	40	NE	8
GIS and Application Support Manager	1			1	0.00	0.00	40	E	12
GIS Specialist	1			1	0.00	0.00	40	E	11
Total Budgeted/Filled for Department		8 6	5 3	0	3				

Section E.

PLANNING DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY23			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Director of Planning	1	1			<u>46.89</u>	45.53	40	E	16
Planner III	1	1			32.34	32.34	40	E	12
Senior Administrative Assistant	1	1			27.93	27.93	40	NE	9
Business Development Specialist	1	1			26.67	26.67	40	E	11
Administrative Assistant							40	NE	7
Planner II	1			1	0.00	0.00	40	E	11
Planner I	1	<u>1</u>		4	<u>23.32</u>	0.00	40	E	10
Downtown Development Specialist	1	1			<u>24.36</u>	23.77	40	E	10
Total Budgeted/Filled for Department		7	6	0	1				

* Position Red Light 2021

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 23	FY23			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Police Chief	1	1			<u>59.98</u>	58.24	40	E	17
Police Assistant Chief	2	2			<u>48.62</u>	47.20	40	E	15
Captains	6						40	E	14
		1			<u>43.50</u>	42.23			
		1			<u>43.29</u>	42.03			
		1			<u>42.23</u>	41.00			
		1			<u>39.92</u>	37.85			
		2			37.80	37.80			
Sergeants	9			<u>2</u>			40	NE	
5 years		2			31.30	31.30			
10 years		<u>3 5</u>			32.87	32.87			
15 years		2			34.51	34.51			
20 years					36.24	36.24			
25+ years					38.05	38.05			
Police Officer	63***			<u>0 2</u>			40	NE	
Police Officer - Recruit		6			24.87	24.87			
1 year		14			24.87	24.87			
3 years		11			26.17	26.17			
5 years		12			27.47	27.47			
10 years		9			28.85	28.85			
15 years		8			30.29	30.29			
20 years		5			31.81	31.81			

25 years				33.40	33.40			
Senior Administrative Assistant	2	1		<u>30.11</u>	29.23	40	NE	9
		1		<u>21.95</u>	21.31			
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1		1	0.00	0.00	40	E	11
Crime Scene Investigator				0.00	0.00	40		
		1		0.00	0.00	40		
Records Manager	1	1		<u>24.20</u>	23.49	40	E	9
Senior Records Clerk	1	1		<u>22.03</u>	21.38	40	NE	8
Records Clerk	2	1		<u>21.74</u>	21.10	40	NE	7
		1		17.80	17.80			
Senior Evidence Technician	1	1		<u>20.66</u>	20.05	40	NE	8
Evidence Technician	1	1		<u>18.55</u>	18.09	40	NE	7
Total Budgeted/Filled for Department	90	89	0	1				

* Position Red Light 2021

POLICE DEPARTMENT CON'T	AUTHORIZED POSITIONS			FY 23	FY23			
				HOURLY WAGE	HOURLY WAGE			
	BUDGET	FILLED	VACANT	ADJ.	ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NON-EXEMPT	GRADE
911 Communications Services								
911 Communications Services Manager	1	1		<u>44.16</u>	43.08	40	E	13
Assistant 911 Communications Services Manager	1	1		<u>34.24</u>	33.07	40	E	12
Terminal Agency Coordinator	1		1	0.00	0.00	36/48	NE	8
911 System Administrator	1	1		<u>27.85</u>	27.04	40	E	10
Shift Supervisor	4	<u>1</u>	<u>2</u>	<u>22.82</u>	0.00	36/48	NE	10
		<u>1</u>		<u>24.04</u>		36/48	NE	10
Telecommunicator	14		3			36/48	NE	8
		1		<u>27.54</u>	25.77	36/48	NE	8
		1		<u>26.03</u>	25.27	36/48	NE	8
		1		<u>24.49</u>	24.01	36/48	NE	8
		1		<u>24.12</u>	22.67	36/48	NE	8
		1		<u>22.47</u>	20.84	36/48	NE	8
		1		<u>18.65</u>	18.47	36/48	NE	8
		2		18.46	18.46	36/48	NE	8
		3		18.02	18.02	36/48	NE	8
Senior Administrative Assistant	1	1		<u>28.35</u>	27.52	40	NE	9

* Position Red Light 2021

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

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

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

****911**

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

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

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

**** A supervisor position is filled

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

FIRE DEPARTMENT	AUTHORIZED POSITIONS			FY 23	FY23			
				HOURLY WAGE	HOURLY WAGE			
	BUDGET	FILLED	VACANT	ADJ.	ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NONEXEMPT	GRADE
Administrative Division								
Fire Chief	1	1		<u>64.43</u>	62.55	40	E	17
Deputy Fire Chief - Fire Prevention	1	1		49.89	49.89	40	E	15
Deputy Fire Chief - Operations	1	1		46.99	46.99	40	E	15

Training Division

Battalion Chief/ Training Officer	1	1		<u>32.99</u>	32.19	40	E	12
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Fire Prevention Division

Battalion Chief/ Fire Marshal							E	
Deputy Fire Marshal	2	1	<u>1</u>	<u>33.66</u>	32.68		<u>NE</u>	12
		4		<u>28.73</u>	<u>28.73</u>			
Senior Administrative Assistant	1	1		<u>26.28</u>	25.76		NE	9
Code Enforcement Officer	3	1		<u>25.82</u>	25.07	40	NE	8
		1		<u>24.03</u>	23.56			
		1		<u>21.93</u>	21.50			
Permit Technician	1	1		<u>19.75</u>	19.55	40	NE	7
Permit Specialist						40	NE	
Chief Building Inspector	1	1		<u>37.52</u>	36.78	40	NE	12
Deputy Building Inspector	1	1		<u>27.22</u>	26.69	40	NE	10
Chief Electrical Inspector	1	1		<u>33.04</u>	32.08	40	NE	12
Deputy Electrical Inspector	1	1		24.26	24.26	40	NE	10

Suppression Division

Fire Assistant Chief	3	1		<u>32.31</u>	31.37	40	E	14
		1		31.22	31.22			
		1		<u>29.59</u>	28.87			
Captains	15						NE	
<10 years		2		20.72	20.72			
10 years		2		21.24	21.24			
15 years		10		21.77	21.77			
20 years		1		22.32	22.32			
25 years				22.87	22.87			
Lieutenants	15		4				NE	
<10 years		9		18.84	18.84			
10 years		1		19.31	19.31			
15 years		1		19.79	19.79			
20 years				20.29	20.29			
25 years				20.80	20.80			
Firefighter	29		2**				NE	
Firefighter (Appointee)		4		14.32	14.32			
6 months		6		15.44	15.44			
1 year		4		15.83	15.83			
3 years		6		16.22	16.22			
5 years				16.63	16.63			
10 years				17.05	17.05			
15 years				17.47	17.47			
Firefighter (Relief Driver)							NE	
COLA + \$0.39 + \$0.10								
2 years		3		16.69	16.69			
3 years		4		17.10	17.10			
5 years		4		17.53	17.53			
10 years				17.97	17.97			
15 years				18.42	18.42			

Total Budgeted/Filled for Department	77	75	0	2
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* Position Red Light 2021

** Position Frozen 2009

Note: Executive Assistant I moved to Prevention from Administration

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

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

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

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

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

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

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

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.

Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.

Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Section H.		AUTHORIZED POSITIONS			FY 23	FY 23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
City Engineer	1	1			71.93	69.83	40	E	17
Assistant City Engineer	1	1			43.15	43.15	40	E	14
Engineer Project Manager	1	1			34.18	34.18	40	E	13
Engineering Technician	1	1			26.92	26.92	40	E	11
Engineering Tech III	1	1			39.61	39.61	40	E	13
Senior Administrative Assistant	1	1			24.38	24.38	40	NE	9
Floodwall Division									
EPW Floodwall Superintendent	1	1			35.26	35.26	40	E	13
Floodwall Operator	4						40	NE	
80%					18.34	18.34		NE	
85%					19.48	19.48		NE	
90%					20.63	20.63		NE	
95%					21.77	21.77		NE	
100%		2	2		22.92	22.92		NE	
Total Budgeted/Filled for Department		11	9	2					

* Position Red Light 2021

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

Note: RCSS - Individuals Retain Civil Service Status

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

Section I.		AUTHORIZED POSITIONS			FY 23	FY 23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
Public Works Director	1	1			54.82	53.22	40	E	16
Assistant Public Works Director	1	1			47.04	45.89	40	E	14
Administrative Assistant	1	1			18.57	18.21	40	NE	7
Street Division									
Street Superintendent	1	1			33.60	32.62	40	E	13
Street Supervisor	1	1			27.19	26.40	40	E	11
Landscape Supervisor	1	1			30.76	30.76	40	E	11
Equipment Operator	3							NE	
80%					18.52	18.52			
85%					19.68	19.68			
90%					20.84	20.84			
95%					21.99	21.99			
100%		3			23.15	23.15			
Concrete Finisher	1			1*				NE	
80%					17.71	17.71			
85%					18.82	18.82			
90%					19.93	19.93			
95%					21.03	21.03			
100%					22.14	22.14			
Right-Of-Way Maintenance Person	15			3				NE	
80%					17.14	17.14			
85%					18.22	18.22			
90%		1			19.29	19.29			
95%					20.36	20.36			
100%		11			21.43	21.43			

Laborer								NE	
80%					15.96	15.96			
85%					16.96	16.96			
90%					17.96	17.96			
95%					18.95	18.95			
100%					19.95	19.95			
Maintenance Division									
Maintenance Superintendent	1	1			<u>35.59</u>	34.72	40	E	13
Maintenance Supervisor	1	<u>1</u>		4	<u>26.77</u>	0.00		E	11
Janitor / Collector	4			<u>1</u>				NE	
80%					15.58	15.58			
85%					16.56	16.56			
90%		1			17.53	17.53			
95%		1			18.51	18.51			
100%		1	4		19.48	19.48			
Traffic Technician	1			1				NE	
80%					17.85	17.85			
85%					18.96	18.96			
90%					20.08	20.08			
95%					21.20	21.20			
100%					22.31	22.31			
Master Electrician	1			1*	0.00	0.00		NE	10
Maintenance Technician	5			1*				NE	
80%					17.85	17.85			
85%					18.96	18.96			
90%		1			20.08	20.08			
95%		2			21.20	21.20			
100%			1		22.31	22.31			
Fleet Maintenance Division									
Fleet Superintendent	1	1			<u>34.01</u>	33.18	40	E	13
Fleet Supervisor	1	1			<u>29.56</u>	28.84	40	E	11
Senior Administrative Assistant	1	1			<u>22.77</u>	22.11	40	NE	7
Fleet Mechanic I								NE	8
Fleet Mechanic II	5			4				NE	9
		<u>1</u>			<u>20.18</u>	0.00			
		1			<u>21.32</u>	20.70			
		1			<u>21.96</u>	21.42			
		1			<u>22.40</u>	21.75			
		1			<u>25.04</u>	24.79			
Solid Waste Division									
<u>Solid Waste Superintendent</u>	<u>1</u>			<u>1</u>			<u>40</u>	<u>E</u>	<u>13</u>
Solid Waste Supervisor	<u>1</u> 2	1			28.06	28.06	40	E	11
		4			<u>27.24</u>	<u>27.24</u>			
Compost Operations Supervisor	1	1			24.72	24.72	40	E	10
Administrative Assistant	1	1			<u>20.32</u>	19.73	40	NE	7
Laborer	1							NE	
80%					15.96	15.96			
85%					16.96	16.96			
90%					17.96	17.96			
95%					18.95	18.95			
100%		1			19.95	19.95			
Truck Driver	17			5				NE	
80%					17.51	17.51			
85%					18.61	18.61			
90%		1			19.70	19.70			
95%					20.80	20.80			
100%		10	1		21.89	21.89			
Right-Of-Way Maintenance Person	0							NE	
80%					17.14	17.14			
85%					18.22	18.22			

90%			19.29	19.29	
95%			20.36	20.36	
100%			21.43	21.43	
Compost Equipment Operator	2	<u>1</u>			NE
80%			18.52	18.52	
85%			19.68	19.68	
90%			20.84	20.84	
95%			21.99	21.99	
100%		<u>1</u> 2	23.15	23.15	

Total Budgeted/Filled for Department	70	52	3	15
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* Position Red Light 2021

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

Note: RCSS - Individuals Retain Civil Service Status

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

Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section J.

PARKS & RECREATION DEPARTMENT	AUTHORIZED POSITIONS			FY 23	FY 23	HOURS	EXEMPT	PAY
	POSITION	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	WORK	NON-EXEMPT GRADE
					RATE	RATE		
	Director of Parks & Recreation	1	1		<u>47.24</u>	46.34	40	E 16
	Assistant Director of Parks	1	1		<u>39.40</u>	38.63	40	E 14
	Assistant Director of Recreation	1	1		<u>39.40</u>	38.63		
	Recreation Superintendent	1	1		32.23	32.23	40	E 13
	Senior Recreation Specialist	1	1		<u>22.15</u>	21.61	40	E 10
	Recreation Specialist	3	4	<u>2</u> 1*	<u>21.13</u>	20.72	40	E 9
			1		<u>20.58</u>	20.18		
	Senior Administrative Assistant	1	1		23.47	23.47		NE 9
	Administrative Assistant	1	1		18.64	18.64		NE 7
Maintenance Division								
	Supervisor	2		<u>1</u> 4				E <u>11</u> 40
			4		<u>25.96</u>	25.96		
			1		<u>24.60</u>	24.00		
	Laborer	13		<u>2</u> 4				NE
	80%		<u>2</u>		15.96	15.96		
	85%		<u>1</u>		16.96	16.96		
	90%				17.96	17.96		
	95%		1		18.95	18.95		
	100%		5	2	19.95	19.95		
	Right-Of-Way Maintenance Person	1						NE
	80%				17.14	17.14		
	85%				18.22	18.22		
	90%				19.29	19.29		
	95%				20.36	20.36		
	100%			1	21.43	21.43		

Total Budgeted/Filled for Department	26	18	3	5
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* Position Red Light 2021

Note: Recreation Superintendent moved to Assistant Director Position, and Parks Maintenenace Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.

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

Note: RCSS - Individuals Retain Civil Service Status

Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section K.

HUMAN RESOURCES & RISK	AUTHORIZED POSITIONS				FY 23	FY 23	HOURS	EXEMPT	PAY
	POSITIONS	BUDGET	FILLED		VACANT	HOURLY	HOURLY		
		TOTAL	NON-CS	RCSS/CS		WAGE	WAGE	WORK	NON-EXEMPT
						ADJ.	ADJ.		GRADE
						RATE	RATE		
	Director of Human Resources	1	1			<u>50.14</u>	48.94	40	E
	Risk Manager	1	1			34.52	34.52	40	E
	H R Generalist	1	1			<u>23.54</u>	22.85	40	E
	Administrative Assistant	1	4		<u>1</u>	20.23	20.23	40	NE
Total Budgeted/Filled for Department		4	3	0	1				

Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Amend the FY22-23 Job Grade Schedule - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The job grade schedule is being updated to change the job titles for the Enterprise Resource Planning Manager to the Software Manager and the Business Analyst to a Software Specialist. We have added the Solid Waste Superintendent position in grade thirteen, and moved the Park Maintenance Supervisors into the same job grade as the Public Works Maintenance Supervisors.

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: Approved the job grade schedule with the recommended changes.

Attachments:

1. MO job grade schedule FY2022-2023 2-14-22
2. Pay Grade Schedule 2 14 2023

MUNICIPAL ORDER NO. _____

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

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

WHEREAS, the City desires to amend the Job Grade Schedule in order to change the job titles for the Enterprise Resource Planning Manager to the Software Manager and the Business Analyst to a Software Specialist, to add the Solid Waste Superintendent position in grade thirteen, and moved the Park Maintenance Supervisors into the same job grade as the Public Works Maintenance Supervisors;

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the amendment to the FY2022-2023 Job Grade Schedule as attached hereto.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
\\mo\job grade schedule FY2022-2023 2-14-22

ATTACHMENT A

City of Paducah, KY
Job Grade Schedule
Effective February 14, 2023

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

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

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Approve a KDLA Local Records Program Grant Application in the amount of \$46,000 for the Paducah Fire Department - Prevention Division - **G. CHERRY**

Category: Municipal Order

Staff Work By: Janet
Dicke, Hope Reasons
Presentation By: Greg
Cherry

Background Information: The Paducah Fire Department - Prevention Division is requesting to apply for a Kentucky Department of Libraries and Archives (KDLA) - Local Records Program Grant to create a comprehensive records management system. The funding will be used to contract with an archivist for a specific, time-limited project period to identify, sort, and organize department documents that are on paper prior to 2012. The archivist will also work with the department to establish a records management system to identify and conserve historically significant and culturally relevant documents the department maintains for the City of Paducah. The requested amount is \$46,000 and there is no matching requirement.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - application- Ky Dept Libraries & Archives KDLA – Fire Prevention 2023

MUNICIPAL ORDER NO _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH, IN THE AMOUNT OF \$46,000, FOR THE PADUCAH FIRE PREVENTION DIVISION TO CREATE A COMPREHENSIVE RECORDS MANAGEMENT SYSTEM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application for a Kentucky Department for Libraries and Archives grant through the Kentucky Local Records Branch for the Paducah Fire Prevention Division, to be used to contract with an archivist to work with the department to organize department documents and establish a records management system. The requested amount of the grant is \$46,000. No local cash or in-kind match is required.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
mo\grants\application- Ky Dept Libraries & Archives KDLA – Fire Prevention 2023

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Approve a Contract with Tetra Tech in the Amount of \$440,000 for the EPA Brownfields Grant - **N. HUTCHISON**

Category: Municipal Order

Staff Work By: Hope Reasons,
Nicholas Hutchison
Presentation By: Nicholas
Hutchison

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

On May 24, 2022, the Board of Commissioners approved the acceptance of a \$500,000 Brownfields Assessment Grant. The Cooperative Agreement with the EPA was signed in August 2022. A Request for Qualifications for an environmental consultant firm was released in October 2022. Three proposals were submitted. All three proposals were scored and all three vendors were interviewed. Tetra Tech was the firm chosen for this grant project.

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

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

Communications Plan:

Funds Available: Account Name: 2022 Brownfields Assess Grant 6.344

Account Number: MR0091-000-20000-20018

Staff Recommendation: Approve the contract with Tetra Tech and authorize the Mayor to sign all documents associated with the contract.

Attachments:

1. MO contract - Tetra Tech - EPA Brownfields Grant 2023
2. TETRA TECH CONTRACT 2.2.23
3. ADDENDUM TO PROFESSIONAL SERVICES CONTRACT 2.2.23

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING A CONTRACT BETWEEN THE CITY OF PADUCAH AND TETRA TECH IN THE AMOUNT OF \$440,000 TO ACT AS AN ENVIRONMENTAL CONSULTING FIRM RELATED TO THE EPA BROWNFIELDS GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on May 24, 2022, the Board of Commissioners approved the acceptance of a \$500,000 Brownfields Assessment Grant; and

WHEREAS, the Cooperative Agreement with the EPA was signed in August 2022; and

WHEREAS, a Request for Qualifications for an environmental consulting firm was released on October 2022, and three proposals were submitted; and

WHEREAS, the City of Paducah now desires to enter into an agreement with Tetra Tech for consulting services.

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

SECTION 1. The City hereby authorizes and approves a contract between the City of Paducah and Tetra Tech for environmental consulting services related to EPA Brownfield Grant project, in the amount of \$440,000 and authorizes the Mayor to execute the Agreement and all documents related to same.

SECTION 2. The expenditure shall be charged to Project Account No. MR0091-000-20000-20018.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
\\MO\contract Tetra Tech – EPA Brownfields Grant 2023



PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: City of Paducah BF Assessment Grant Tetra Tech, Inc. TIN: 85-4148514 JOB #: _____

CLIENT: City of Paducah Kentucky

ADDRESS: 300 South 5th Street, Paducah, KY 42003

CONTACT NAME: Hope Reasons, Grant Administrator TEL: 270-444-8509 EMAIL: hreasons@paducahky.gov

CONSULTANT: TETRA TECH, INC.

ADDRESS: 2000 Warrington Way, Suite 245, Louisville, KY 40222

CONTACT NAME: Sherry Weedman TEL: 502-569-9067 EMAIL: Sherry.weedman@tetrattech.com

PROJECT DESCRIPTION: US EPA Brownfield Assessment Grant

- ☒ **SCOPE OF SERVICES (See Attached Addendum).** Scope of Services for support to US EPA Brownfield Assessment Grant Management with activities that may consist of: Brownfield Inventories, Phase I & II Site Assessments, and Analysis of Brownfield Cleanup Alternatives (ABCA), Community Outreach, and Redevelopment Planning. Period of Performance: January 5, 2023 to December 31, 2025.
- ☐ **SCHEDULE (See Attached)**

COMPENSATION:

- ☒ **FIRM FIXED PRICE/LUMP SUM.** Compensation for these services shall be a Lump Sum of \$440,000. Invoices will be based on the % of work completed during the billing period.
- ☐ **TIME AND MATERIALS.** Compensation for these services will not exceed \$xxxx without written authorization and will be invoiced based on the following:

LABOR:

☐ TETRA TECH Direct Job Wages times a factor of _____ **OR**

☐ List of Tetra Tech's Hourly Rates and Subconsultant, Other Direct Costs, General & Administrative cost, and Associated Project Cost fees are provided on the ATTACHMENT.

Direct Job Wages and Hourly Rates for Time and Materials contracts are subject to increase to reflect annual salary escalation, promotions/reclassifications of staff, or increases to overhead factors.

SCHEDULE OF PAYMENTS: Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

EXECUTION: Execution of this document by duly authorized representatives of TETRA TECH, INC. and Client, including TETRA TECH, INC.'s Standard Terms & Conditions (attachment), Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither TETRA TECH, INC. nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: _____
BY: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

CONSULTANT: **TETRA TECH, INC.**
BY: Curtis B. Vaughn
SIGNATURE: _____
TITLE: Vice President
DATE: February 2nd, 2023

PROFESSIONAL SERVICES - STANDARD TERMS & CONDITIONS

DEFINITIONS AND CONTRACT FORMATION.

(a) "Client" shall mean the person or entity identified in the Proposal for whom Services are to be performed.

(b) "Client Order" shall mean the task order request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that Tetra Tech, Inc. furnish Services.

(c) "Contract" shall mean these Terms and Conditions, the Tetra Tech, Inc. Proposal, and the Professional Services Contract Addendum and shall include, only to the extent not inconsistent with any aspect of the Proposal and these Terms and Conditions, the provisions of the Client Order. Upon execution by Client or commencement of Services at Client's request, Tetra Tech, Inc.'s Proposal and these Terms and Conditions, and the Professional Services Contract Addendum shall constitute a binding Contract and govern exclusively any Services provided.

(d) "Proposal" shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein Tetra Tech, Inc. offers to furnish Services.

(e) "Services" shall mean the Services of Tetra Tech, Inc. personnel described in the Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract.

SERVICES. Tetra Tech will perform services for the Project as set forth project specific Client Orders in the form of Exhibit A attached hereto and made part hereof, signed by both parties hereto, which will include the specific scope of the task, the schedule, cost and other terms related to the specific activity, provided all Client Orders agreed to shall be subject to the terms of this Agreement, as outlined herein. Any additional or inconsistent provisions, terms or conditions contained in any document or other communication from either Tetra Tech, Inc. or Client, which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement or the Client Order are hereby rejected. Tetra Tech has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Tetra Tech in performing the services. Any such changes shall be effective only upon written agreement signed by Client and Tetra Tech.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by Tetra Tech is the only authorized representative to make decisions or commitments on behalf of Tetra Tech. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Tetra Tech at Project inception. Tetra Tech will review the Client design standards, and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for Tetra Tech to access the Project site(s). Access to the site shall not be unreasonably withheld. In the event that Tetra Tech is encumbered

or prevented from entering the site through no fault of Tetra Tech, Client shall reimburse Tetra Tech for all costs related thereto.

PERIOD OF SERVICE. Tetra Tech shall perform the services for the Project in a timely manner consistent with sound professional practice. Tetra Tech will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Tetra Tech shall be entitled to an extension of time and compensation adjustment for any delay beyond Tetra Tech control. Tetra Tech shall not be responsible for any delays resulting from Client, government, or third-party actions or inactions.

COMPENSATION. In consideration of the services performed by Tetra Tech, the Client shall pay Tetra Tech in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Tetra Tech, upon prior written agreement signed by both parties.

PAYMENT TERMS. Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

ADDITIONAL SERVICES. The Client and Tetra Tech acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen, including guidance provided by and/or restrictions imposed by local, state or federal government. In that event, Tetra Tech shall notify the Client of the need for additional services and the Client shall pay for such additional services and extend contract schedule in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. Tetra Tech shall serve as an independent consultant for services, provided under this agreement and not as a partner, agent or fiduciary. Tetra Tech shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Tetra Tech.

STANDARD OF CARE. Services provided by Tetra Tech will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances in a similar vicinity. The Client acknowledges that services involving

COVID-19 will evolve as practices and protocols are developed and refined.

COMPLIANCE WITH LAWS. Tetra Tech shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Tetra Tech shall be entitled to additional compensation where additional services are needed to conform to the standard of practice if agreed upon in writing signed by Client and Tetra Tech. Both Tetra Tech and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act and other laws as may apply.

EQUAL OPPORTUNITY. Tetra Tech is an equal opportunity employer and requires all contractors and subcontractors providing services under this Agreement, to comply with applicable regulations governing equal employment opportunity.

PERMITS AND APPROVALS. If included in the scope of work, Tetra Tech will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees. Tetra Tech shall not be responsible for any delays due to the action or inaction of the Client and any third parties.

OWNERSHIP OF DOCUMENTS. Documents prepared by Tetra Tech for the Project are instruments of service and shall remain the property of Tetra Tech. Record documents of service shall be based on the printed copy. Tetra Tech will furnish documents electronically; however, the Client releases Tetra Tech from any liability that may result from documents used in this form. Any unauthorized reuse of the Documents on this or other projects, without Tetra Tech's prior written consent, shall be at the Client's sole risk, and Client shall defend, indemnify and hold Tetra Tech harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse of the Work Product by Client or by others acting through Client.

INSURANCE. Tetra Tech will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value

and risks. Tetra Tech shall be a named insured on those policies where Tetra Tech may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. To the extent damages are covered by insurance, the parties agree to waive all rights against each other and against the consultants, agents, and employees of the other, provided that Tetra Tech will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

INDEMNIFICATION. Tetra Tech shall indemnify the Client for direct losses, costs and expenses to the extent caused by Tetra Tech's negligence in the performance of services under the Project. If such damage results in part by the negligence of another party, Tetra Tech shall be liable only to the extent of its proportional negligence. Tetra Tech shall not have an obligation to defend any person under this indemnity; however, Tetra Tech shall have liability for reasonable and necessary defense cost incurred by persons indemnified to the extent caused by Tetra Tech's negligence herein and recoverable under applicable law on account of negligence. Notwithstanding anything contained herein, "Hazardous Substance Claims," as defined herein, shall be governed by that Article.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and Tetra Tech, the risks have been allocated. Notwithstanding any term in this Agreement including indemnifications, the liability of Tetra Tech to Client respecting all Claims arising in respect of this Agreement (regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation or any other theory of law or strict liability) will not exceed an aggregate amount equal to the lesser of: (i) the total fees for professional services rendered by Tetra Tech; or (ii) four hundred forty thousand thousand dollars (\$440,000).

THIRD PARTY CLAIMS. This Agreement and the Services and Work Product produced hereunder are solely for the benefit of the Parties identified in this Agreement and are not intended to be for the benefit, or to be construed as creating rights in favor, of any additional party. The Client will compensate Tetra Tech for services performed in defense of any third party claim unless the claim resulted from the sole negligence of Tetra Tech.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

LIEN RIGHTS. Tetra Tech may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Tetra Tech are considered property improvements and the Client waives the right to any legal defense to the contrary.

CONSEQUENTIAL DAMAGES. Neither the Client nor Tetra Tech shall be liable to the other for indirect, incidental or for consequential

liabilities, damages, losses, costs or expenses, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of Tetra Tech and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth within the Warranty, Hazardous Substance Claims and Limitation of Liability Articles, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of Tetra Tech is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to Tetra Tech herein.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Tetra Tech shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client acknowledges that Tetra Tech is not and shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project Site. The Client shall indemnify Tetra Tech from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Tetra Tech.

DIFFERING SITE CONDITIONS. Should Tetra Tech encounter, or Client discover, during the progress of the work, (i) subsurface or latent physical conditions at the site materially differing from those indicated in this Contract, or (ii) unknown physical conditions at the site, or of an unusual nature, as to be generally recognized as not inherent in work of the character provided for in this Contract, or (iii) guidance and/or restrictions imposed by local, state or federal government which materially changes, and if it causes an increase in the Tetra Tech's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

COST OPINIONS. If included in the scope of service, Tetra Tech shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Tetra Tech acknowledge that actual costs may vary from the cost opinions prepared and that Tetra Tech offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering Tetra Tech does not furnish these services.

CONTINGENCY FUND. The Client acknowledges the potential for changes in the work and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Tetra Tech may offer advice concerning the value of the contingency fund; however, Tetra Tech shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Tetra Tech.

CONTRACTOR SELECTION. Tetra Tech may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, Tetra Tech shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Tetra Tech shall not be liable for the performance of or consequential damages of any equipment, materials or systems furnished by the contractor under the Project. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Tetra Tech shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by Contractor or others.

CONSTRUCTION REVIEW. If included in the scope of service, Tetra Tech shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Tetra Tech responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. Tetra Tech may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. Tetra Tech shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and Tetra Tech acknowledge that Tetra Tech will rely on information furnished by other parties, as well as statements and representations made by Client in performing its services under the Project. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such

information, unless such review and verification is specifically included in Tetra Tech's scope and fee. Tetra Tech shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, Tetra Tech will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Tetra Tech cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or unavoidable delay caused by Acts of God, acts of war, accidents, strikes, lockouts, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Client shall adjust the schedule and compensation under this Agreement in agreement with Tetra Tech.

DISPUTE RESOLUTION. The Client and Tetra Tech agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Tetra Tech shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by Tetra Tech with cause upon fourteen (14) days written notice. Tetra Tech shall submit an invoice for services performed up to the effective date of the work suspension as well as reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Tetra Tech shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or Tetra Tech may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. The terminating party must provide written particulars of the failure to perform, and allow the other the opportunity to cure or submit a reasonably acceptable plan to cure any alleged deficiency prior to the end of the seven (7) day notice period. Tetra Tech shall submit an invoice for services performed up to the effective date of termination and reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the Commonwealth of Kentucky provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the Commonwealth of Kentucky. The provisions of the TT Proposal, these Terms and Conditions, and the Professional Services Contract Addendum shall govern exclusively any Services furnished by TT and shall prevail over and render void any inconsistent or conflicting provision of the Client Order.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. Tetra Tech warrants that it will deliver products under the Project within the standard of care. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although Tetra Tech may perform to the above standards, the Client's goals or desires may nevertheless not be realized. Tetra Tech makes no other warranties, express or implied, with respect to its performance under this Contract. Tetra Tech's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in the Limitation of Liability provision herein.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Tetra Tech will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and Tetra Tech shall survive the completion or termination of services for the Project.

ENTIRE AGREEMENT. This Contract and any associated Client Orders contain the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract. This Contract shall not be changed or modified except written instrument executed by the parties.

PROFESSIONAL SERVICES CONTRACT ADDENDUM

THIS ADDENDUM is made this 2nd day of February 2023 by and between **The City of Paducah, Kentucky**, hereinafter referred to as the “City,” and **Tetra Tech, Inc.**, hereinafter referred to as “Contractor.” This Addendum is intended to supplement the Professional Services Contract of even date herewith, is hereby incorporated therein.

WITNESSETH:

WHEREAS the City of Paducah was awarded a Cooperative Agreement with the U.S. Environmental Protection Agency for brownfields assessments, and

WHEREAS, the Cooperative Agreement will provide funding to the City to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities, and

WHEREAS, the City anticipates conducting 10 Phase I and 9 Phase II environmental site assessments and reports, conducting 7 Site Edibility Determinations (SEDs), Conducting 9 Site-Specific Quality Assurance Project Plans (QAPPs), holding 12 community meetings, developing 5 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing 9 planning documents to initiate brownfields revitalization, and submitting 12 quarterly reports, and

WHEREAS, Work conducted under the Cooperative Agreement will benefit the residents, business owners, and brownfields in and near Paducah, Kentucky; and

WHEREAS, The City and Contractor have entered into a Professional Services Contract for Contractors provision of services relating to the Cooperative Agreement, and now wish to enter into this Addendum to supplement the terms thereof;

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Scope of Services

Services to be provided by Contractor to the City shall include the following:

- Ten Phase I Environmental Site Assessments according to the American Society for Testing Materials (ASTM) standard E 1527-05 and the EPA’s All Appropriate Inquiries rule;
- Property Profile Forms for assessment activity using ACRES;

- Threatened and Endangered Species Surveys to comply with Endangered Species Act standards;
- Nine site-specific Quality Assurance Project Plans (QAPP); Health & Safety Plans (HASP) and Site-Specific Sampling & Analytical Work Plans (SAP) in accordance with EPA requirements. Sampling/analysis work plans must be approved by the Project Manager and EPA before starting any sampling activities;
- Nine Phase II Environmental Site Assessments according to a site-specific QAPP, EPA, State, ASTM Standard E-1903-97 and the approved work plan, including drilling and sampling activities as needed to evaluate the presence and extent of REC's;
- Final reports on field sampling activities and analytical results with conclusions on recommendations for remedial alternatives;
- Assistance in the following community outreach activities:
 - Participate in public meetings and provide educational materials,
 - Assist the City in reviewing, ranking and recommending sites to be cleaned up
 - Consult with prospective public and private landowners, realtors and developers to encourage and facilitate active participation in the program.
 - Help identify possible developers and facilitate redevelopment opportunities through cooperative work efforts with potential developers, investors, property owners, community leaders and the City of Paducah Project Team to encourage redevelopment and reuse of targeted priority assessment sites.
- Twelve Quarterly reports documenting activities in a format agreed upon by the Project and Grants Managers;
- Technical consultation to the Project Team in the preparation and submission of all necessary reporting forms to be submitted to the EPA (e.g. ACRES);
- Site-specific risk assessments as needed where a Phase II ESA has been completed;
- Analysis of Brownfields Cleanup Alternatives (ABCA) Plans;
- Integrated Cleanup and Redevelopment Plans as needed;
- Assistance with preparing and negotiating Voluntary Cleanup Contracts &/or Brownfield Agreements with the State Brownfield Program as needed;
- Final project close-out reports which comply with 40 CFR Part 312;
- Coordination with the Project Manager, coalition members and selected firms to ensure fulfillment of EPA & State regulations and the PTRC Brownfield Coalition Work Plan;
- Assist with writing and data collection for applications as needed.
- Assist interested community partners with supplemental funding available, to conduct targeted market analysis and/or community visioning or strategic planning workshops to generate site-specific redevelopment and reuse plans as needed or desired.

2. General Terms and Conditions

The Cooperative Agreement between the City and the EPA incorporates the EPA's general terms and conditions. The Contractor agrees to comply with the EPA's general terms and conditions as in effect as of the date of this agreement, and as applicable to the services to be provided by Contractor. Said terms and conditions are available at:

[https://www.epa.gov/system/files/documents/2022-](https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf)

[09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf](https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf)

Additionally, in the performance of services under this agreement, the parties shall comply with DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250, as applicable.

3. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This Agreement is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This contract is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

4. Federal Employee Costs

The Contractor understands that none of the funds for this project (including funds contributed by a contractor as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

5. Suspension and Debarment

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by any federal debarment or agency within a three-year period preceding the effective date of this Agreement.

Contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. Contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C.

6. Clean Air Act and Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the City, who will report to the Regional Office of the Environmental Protection Agency.

7. Utilization of Disadvantaged Business Enterprises

The Contractor agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, as applicable to this Agreement.

8. Acknowledgement Requirements for Non-ORD Assistance Agreements

The Contractor agrees that any reports, documents, publications or other materials developed for public distribution supported by the assistance agreement between the City and the EPA shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

9. Light Refreshments and/or Meals

Unless the event(s) and all of its components are described in the approved workplan, the Contractor agrees to obtain prior approval from the City and EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The Contractor must send requests for approval to the City to be forwarded to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or

- beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for contractor staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements. Contractor may address questions about whether costs for light refreshments, and meals for events may be allowable to the City to be forwarded to the EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

10. Civil Rights Obligations

The Contractor agrees to comply fully with applicable civil rights statutes and implementing federal and EPA regulations, including the following:

Statutory requirements:

- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- (2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- (3) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

Regulatory requirements:

- (1) For Title IX obligations, 40 C.F.R. Part 5; and
- (2) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.

- (3) For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

11. Drug-Free Workplace

The Contractor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B.

12. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the Contractor agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Contractor may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

13. Domestic Preferences for Procurements.

(a) As appropriate and to the extent consistent with law, Contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber,

14. Procurement of Recovered Materials

Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year

exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

15. Lobbying Restrictions

By entering into this Agreement, the Contractor certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and date first above written.

CITY OF PADUCAH

TETRA TECH, INC.

By: _____

By:  _____

Title: _____

Title: Vice President _____

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Approve a Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the Barlow Kentucky Fire Department - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On January 11, 2023, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventative maintenance, pursuant to the fee schedule for the Barlow Kentucky Fire Department.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service agreement for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repairs and preventive maintenance, pursuant to the fee schedule for the Barlow Kentucky Fire Department.

Attachments:

1. MO agree-fleet maintenance services – Barlow, Kentucky Fire Department
2. SERVICE AGREEMENT - BARLOW KY FIRE DEPT

MUNICIPAL ORDER NO. _____

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

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

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

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

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

Shop Hourly Labor Rate

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
mo/agree-fleet maintenance services – Barlow, Kentucky Fire Department

EXHIBIT A

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

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

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is LaDoy Owens (Chief).

10. INSURANCE. Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. INDEMNIFICATION. Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CUSTOMER

CITY OF PADUCAH

By: _____
Title: Mayor
Date: _____

246362

By: _____
Title: _____
Date: _____

Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Approve a Release and Agreement for \$1,413,192.14 with Western Surety Company for the Costs Associated with the Default of Huffman Construction, LLC on the Pump Station #2 Rehabilitation Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend
Presentation By: Rick Murphy

Background Information: The City of Paducah entered into a Contract with Huffman Construction, LLC, dated May 3, 2018, for the Flood Pump Station # 2 Rehabilitation Project as approved by Ordinance 2018-04-8623.

Western Surety Company issued a payment and performance bond on behalf of Huffman Construction, LLC in the amount of \$4,947,000.00 plus Change Orders insuring the completion of the Pump Station #2 Rehabilitation Project.

The City terminated the Contract with Huffman Construction, LLC on May 26, 2020, as approved by Ordinance 2020-05-8636 due to Huffman Construction, LLC's failure to pay vendors and make progress on the project.

The City of Paducah was notified by Western Surety of its approval for the City to acquire another contractor and the City and its Engineering contractor to complete the project in an effective and efficient manner.

On August 25, 2020, the Board of Commissioners approved Ordinance 2020-08-8652 authorizing a contract with Pace Contracting, LLC, for \$4,500,000.00. Subsequently, a Change Order for \$121,733.29 was required due to missing components, damaged materials, fabrication of a missing adjustment nut, and emergency repairs caused by failures on the part of Huffman Construction, LLC, for a total contract of \$4,621,733.29. Therefore, the Huffman Construction, LLC default resulted in a contract increase of \$1,268,248.59.

While changing contractors, the City incurred additional engineering costs of \$138,442.82 from HDR Engineering and legal fees of \$6500.71 with KKHB.

The Pump Station #2 Rehabilitation Project is 99% complete as of December 31, 2022. Therefore, the City has requested payment of \$1,413,192.14 from Western Surety for additional cost incurred by the city due to Huffman Construction, LLC's default.

Western Surety has agreed to the City's request for reimbursement of its additional costs of \$1,413,192.14 to the Pump Station #2 Rehabilitation Project and wishes to enter into a Release and Agreement with the City of Paducah.

Contract overage	\$ 1,268,248.59
HDR additional costs	\$ 138,442.84
KKHB costs	\$ 6,500.71
Claim from Western Surety	\$ 1,413,192.14

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Pump Station 2 Rehab

Account Number: FW0014

Staff Recommendation: Authorize the Mayor to sign a Release and Agreement with Western Surety Company regarding the Pump Station #2 Rehabilitation Project. Also, authorize the Finance Director to accept payment of \$1,413,192.14 from Western Surety into the FW0014 Pump Station #2 Rehab project account.

Attachments:

1. MO Agree Western Surety Company – pump station #2 Rehab Project
2. RELEASE AND ASSIGNMENT AGREEMENT TO WESTERN SURETY 12.8.22

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO SIGN A RELEASE AND AGREEMENT FOR \$1,413,192.14 WITH WESTERN SURETY COMPANY FOR THE COSTS ASSOCIATED WITH THE DEFAULT OF HUFFMAN CONSTRUCTION, LLC ON THE PUMP STATION #2 REHABILITATION PROJECT

WHEREAS, the City of Paducah entered into a Contract with Huffman Construction, LLC, dated May 3, 2018, for the Flood Pump Station # 2 Rehabilitation Project as approved by Ordinance 2018-04-8623; and

WHEREAS, Western Surety Company issued a payment and performance bond on behalf of Huffman Construction, LLC in the amount of \$4,947,000.00 plus Change Orders insuring the completion of the Pump Station #2 Rehabilitation Project; and

WHEREAS, the City terminated the Contract with Huffman Construction, LLC on May 26, 2020, as approved by Ordinance 2020-05-8636 due to Huffman Construction, LLC's failure to pay vendors and make progress on the project; and

WHEREAS, the City of Paducah was notified by Western Surety of its approval for the City to acquire another contractor and the City and its Engineering contractor to complete the project in an effective and efficient manner; and

WHEREAS, on August 25, 2020, the Board of Commissioners approved Ordinance 2020-08-8652 authorizing a contract with Pace Contracting, LLC, for \$4,500,000.00; and

WHEREAS, the Huffman Construction, LLC default resulted in a contract increase of \$1,268,248.59; and

WHEREAS, while changing contractors, the City incurred additional engineering costs of \$138,442.82 from HDR Engineering and legal fees of \$6,500.71 with KKHB; and

WHEREAS, the City has requested payment of \$1,413,192.14 from Western Surety for additional costs incurred by the city due to Huffman Construction, LLC's default.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute a Release and Agreement with Western Surety Company in the amount of \$1,413,192.14 for the costs associated with the default of Huffman Construction, LLC on the Pump Station #2 Rehabilitation Project. Further, the Finance Director his hereby authorized to accept payment of \$1,413,192.14 from Western Surety into the Pump Station #2 Rehab project account no. FW0014.

SECTION 2. 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, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
mo/Agree Western Surety Company – pump station #2 Rehab Project

RELEASE AND ASSIGNMENT

WHEREAS, on or about April 23, 2018, City Of Paducah entered into a contract with Huffman Construction, L.L.C. in the amount of \$4,947,000.00 for Flood Pump Station #2 Rehabilitation (hereinafter referred to as the "Contract"); and

WHEREAS, Western Surety Company issued Performance Bond Number 30032288 effective April 23, 2018 (hereinafter referred to as the "Bond") on behalf of Huffman Construction, L.L.C. and in favor of City Of Paducah; and

WHEREAS, the penal amount of the Bond is \$4,947,000.00 plus changes; and

WHEREAS, City Of Paducah has issued change orders to the Contract totaling \$110,956.00, resulting in an adjusted contract price of \$5,057,956.00; and

WHEREAS, City Of Paducah has filed a claim with Western Surety Company alleging that Huffman Construction, L.L.C. failed to pay suppliers and had fallen behind schedule on the project and following notice of the default to Huffman Construction L.L.C., terminated the contract; and

WHEREAS, City Of Paducah has obtained a bid from Pace Contracting L.L.C. in the amount of \$4,500,000.00 to complete the work required to be performed under the Contract; and

WHEREAS, the City of Paducah issued a change order to Pace Contracting L.L.C. in the amount of \$121,733.29 which was necessary because of Huffman Construction L.L.C.'s failure to perform; and

WHEREAS, the City of Paducah incurred additional engineering costs and fees from HDR Engineering totaling \$138,442.84 relating to costs for re-bidding the project following Huffman Construction, L.L.C.'s default and termination; and

WHEREAS, the City of Paducah incurred legal fees of \$6,500.71 from the law firm of Keuler, Kelly, Hutchins, Blankenship & Sigler LLP as a result of the default; and

WHEREAS, City Of Paducah certifies to Western Surety Company that it has paid the sum of \$1,704,471.30 on the Contract, leaving a contract balance of \$3,353,484.70 which includes retainage; and

WHEREAS, Western Surety Company has agreed to pay and City Of Paducah has agreed to accept the sum of \$1,413,192.14 which in full and final compromise settlement of this and any and all claims which City Of Paducah ever had, now has, or can, shall, or may have under the Bond, it is therefore agreed as follows:

NOW THEREFORE, in consideration of the sum of \$1,413,192.14, City Of Paducah does hereby release and discharge Western Surety Company, as Surety, from any and all liability on its described Performance Bond.

IN FURTHER CONSIDERATION of the aforesaid payment, and other good and valuable consideration, City Of Paducah hereby assigns, transfers, and sets over to Western Surety Company its rights, claims, actions, or causes of action which it now has or may have against any person, firm,

or corporation arising or in any way growing out of the aforescribed claim to the extent of this payment, and hereby appoints and constitutes said Western Surety Company its true, lawful, and irrevocable attorney to demand receipt for and enforce payment, and at the expense of Western Surety Company to sue for said claim.

Dated: _____, 2022

City Of Paducah

By: _____

Printed Name: _____

Title: _____

Commonwealth of Kentucky

County of McCracken

Before me this date personally appeared _____ known to me to be the person and agent subscribing hereinabove on behalf of City Of Paducah, who upon oath acknowledged to me that he is duly authorized to execute the above and foregoing Release And Assignment on behalf of City Of Paducah, that he has read the foregoing Release and Assignment, and that he has executed the same on behalf of City Of Paducah for the purposes and consideration therein expressed.

Date: _____

My Commission Expires: _____

Notary Public in and for said County and State

9A730162-157434-J Douglas Mraz

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Amend Code of Ordinances Chapter 98 - Article VI and VII related to Parades and General Assemblies - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Amie Clark, Daron Jordan,
Michelle Smolen, Alex Sherwood
Presentation By: Lindsay Parish

Background Information: Chapter 98 of the Paducah Code of Ordinances governs permitting for parades and general assemblies (special events). Several updates need to be made to the ordinance to bring it up to date with current practices. This ordinance repeals the prior ordinance and replaces it with new language. New language includes:

- **Updated Special Event Definition:** The ordinance updates and expands the definition of special events. It allows for the City to require a permit for large events which occur on private or county property when said events require a city road closure, or have a direct impact on traffic or which would appreciably impact the need for Police, Fire, or other public safety and emergency services.
- **Administrative Policy and Fees:** This ordinance charges the City Manager with creating and maintaining an Administrative Policy which controls the specifics related to Special Events. The City policy on Special Events is being updated simultaneously with this ordinance update to ensure that both are current and accurate. Additionally, the ordinance authorizes the City Manager to set policy related to fees for special event services and applications.
- **Liability Insurance:** The current policy has a tiered system for liability insurance requirements which requires events to provide a minimum of \$1,000,000 general liability coverage, with the exemption of events categorized as "Hazard Level A". However, no events that require a Special Event Permit fall under Hazard Level A. This means that effectively all permitted events must provide a minimum of \$1,000,000 general liability coverage. This ordinance updates wording to simply clarify that all permitted events must provide a minimum of \$1,000,000 general liability coverage with the City named as additional insured.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD 98 - Special Events Ordinance Update 2023
2. Draft

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE REPEALING CHAPTER 98, ARTICLE VI PARADES & ARTICLE VII GENERAL ASSEMBLIES OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY AND REPLACING THEM IN THEIR ENTIRETY

WHEREAS, this Ordinance will repeal and supersede Chapter 98, Article VI Parades and Article VII General Assemblies of the *Code of Ordinances of the City of Paducah, Kentucky*, in their entirety; and

WHEREAS, this Ordinance will replace these articles with a new Chapter 98, Article VI which will read as described below;

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

SECTION A. Chapter 98, Article VI, Parades and Article VII General Assemblies of the Code of Ordinances shall be repealed and replaced in their entirety as follows:

ARTICLE VI. SPECIAL EVENTS

Sec. 98-141. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Special Event means any meeting, demonstration, picket line, rally, festival, carnival, procession, parade, walk, autocade, bike ride, block party, fair, sporting event, production, fund raiser, gala, celebration, ceremony, race, tournament, activity, general assembly or other events of more than twenty-five (25) persons, which the general public is invited to participate or attend, that is organized, promoted, conducted, or sponsored by the city or any other person, corporation, partnership, company, association, organization, or other entity, and which involves the use of publicly owned, leased, or controlled property, including public parks, facilities, right-of-way, and/or city services.

Special events shall also include the above-mentioned events held on private property or county owned property that require street closures or would have a direct impact on traffic congestion and flow to and from the event or which would appreciably impact the need for police, fire, or other public safety and emergency services.

Applicant shall mean the authorized officer, employee, representative or agent of the organization or group who completes the application and who will be the primary contact for the special event.

Organizer shall mean the person, business, corporation (profit or nonprofit), partnership, company, association, organization, or other entity responsible for the special event to be held.

Sec. 98-142. - Permit Required

Except as expressly excluded herein, no person, agency, organization, shall organize or conduct a Special Event on any public street, alley, sidewalk, park, or other public area unless such person, agency, or organization shall obtain a permit and comply with the provisions set forth in the policy created and administered by the City Manager and/or his or her designee.

Additionally, no person shall participate in any Special Event unless a permit has been issued for the Special Event.

Sec. 98-143. - Exemptions.

The provisions of this article shall not apply to:

- (1) Funeral processions generally and funeral/memorial services conducted within Oak Grove Cemetery;
- (2) A reserved public meeting facility utilized for its intended purpose and occupancy such as a convention center, civic center, ballfields, City Hall or similar facility unless the event would have a direct impact on traffic congestion or which would require police, fire, or other public safety and emergency services.
- (3) Private or personal events such as family reunions and other gatherings not open to the public, which occur in public parks, unless said activity impacts traffic flow or the ability of others to utilize the park; and
- (4) Events and activities that do not anticipate more than twenty-five (25) people in attendance at any one given period of time during the duration of the event, unless said activity impacts traffic flow or the ability of others to utilize the public space; and
- (5) A governmental agency acting within the scope of its functions.

Sec. 98-144. - Administrative Policy

The Board of Commissioners of the City of Paducah does hereby authorize and charge the City Manager with creating and maintaining a policy for the administration and oversight of Special Events in the City of Paducah not inconsistent with this ordinance.

Sec. 98-145. – City Services & Support Costs

The Board of Commissioners of the City of Paducah does hereby authorize the City Manager to set City service fees, application fees, clean-up fees, and equipment fees for special events by administrative policy. Further, the City reserves the right to limit services and equipment based on availability, staff capacity and budget constraints.

Sec. 98-146 Liability Insurance Requirements

At a minimum, the City shall require all Special Event permit holders to obtain liability insurance with coverage of at least \$1,000,000. The events permit holder shall be required to name the City of Paducah as an Additional Insured on the Certificate of Insurance. The City may require higher levels of insurance based on risks factors related to each individual event.

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

SECTION C. 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 D. 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, _____

Adopted by the Board of Commissioners, _____

Recorded by City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\98 – Special Events Ordinance Update 2023

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2023

Short Title: Approve an Interlocal Cooperation Agreement for the City of Paducah/McCracken County 2045 Comprehensive Plan - N. HUTCHISON

Category: Ordinance

Staff Work
By: Nicholas
Hutchison
Presentation
By: Nicholas
Hutchison

Background Information: The City and the County currently operate separate Planning Commissions and have adopted separate Comprehensive Plans. The City and County have requested proposals for a Joint Agency Comprehensive Plan that will be implemented through each governing body. The Joint Comprehensive Plan would allow the City and County to provide an innovative and implementable Comprehensive Plan to the citizens of Paducah and McCracken County in a more efficient, economical and beneficial manner. The Interlocal Cooperative Agreement establishes the parameters of the joint agreement moving forward.

Both parties have selected Kendig Keast Collaborative for the preparation of the document pursuant to Kentucky Interlocal Cooperation Act KRS65.210. The project cost for the planning document is \$150,000 as outlined in Section D, Page 22, Cost Estimate of the Proposal for RFP 2022-001 McCracken County and City of Paducah, Kentucky Comprehensive Plan, attached hereto as Exhibit "A". The funding formula shall be as follows: Upon receipt of an invoice from Kendig Keast Collaborative, the City shall invoice the County 50% of invoice amount. Total payments from the City or County shall not exceed \$75,000 each, with equals 50% of the \$150,000 contract amount outlined in Section D, Page 22. Additional expenses not outlined in Section D, Cost Estimates of the Proposal for RFP 2022-001 McCracken County and City of Paducah, Kentucky Comprehensive Plan, will be paid equally by the City and County as long as those expenses do not exceed 5% of the contract amount of \$150,000.

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: Comprehensive Plan Professional Service Consulting

Account Number: MR0087 000 20000 20005

Staff Recommendation:

Attachments:

1. ORD interlocal cooperation agreement - 2045 Comprehensive Plan
2. ILA Comp Plan

3. Proposal for RFP 2022-001 McCracken County and Paducah Comprehensive Plan_KendigKeastCollaborative_20221102 - Indexed

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE COUNTY OF McCRACKEN, KENTUCKY, FOR ESTABLISHMENT OF A CITY/COUNTY COMPREHENSIVE PLAN

WHEREAS, the City of Paducah and the County of McCracken currently operate separate Planning Commissions and have adopted separate Comprehensive Plans; and

WHEREAS, the City and County have requested proposals for a Joint Agency Comprehensive Plan to provide an innovative and implementable Comprehensive Plan to the citizens of Paducah and McCracken County in a more efficient, economical and beneficial manner; and

WHEREAS, the City and County now wish to enter into an Interlocal Cooperation Agreement in accordance with the Kentucky Interlocal Cooperation Act KRS 65.210, et seq, for the purpose of setting out the roles and responsibilities of each entity and selecting the company that will create the Comprehensive Plan.

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

SECTION 1. That the Mayor is authorized to execute an Interlocal Cooperation Agreement between the City of Paducah, Kentucky, and the County of McCracken, Kentucky, in substantially the form attached hereto and made a part hereof (Exhibit A) for Comprehensive Plan preparation services.

SECTION 2. That the City of Paducah and County of McCracken will cooperatively consult with Kendig Keast Collaborative for the preparation of a City of Paducah/McCracken County 2045 Comprehensive Plan.

SECTION 3. That said consulting work shall be in a contract amount of \$150,000 with the City of Paducah and the County of McCracken each paying 50% of the cost. This expenditure shall be charged to Project Account MR0087.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 14, 2023
Recorded by Lindsay Parish, City Clerk, February 14, 2023
\\ord\interlocal cooperation agreement – 2045 Comprehensive Plan

Exhibit A

CITY OF PADUCAH/MCCRACKEN COUNTY 2045 COMPREHENSIVE PLAN

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and executed by and between the City of Paducah, Kentucky, a City of second class of the Commonwealth of Kentucky (City) and the County of McCracken, Kentucky, a County of the Commonwealth of Kentucky (County).

WITNESSETH:

WHEREAS, the City and County currently operate separate Planning Commissions and have adopted separate Comprehensive Plans; and

WHEREAS, the City and County will jointly consult for a Comprehensive Plan while operating separate Planning Commission; and

WHEREAS, a joint City/County Comprehensive Plan would allow the City and County to provide an innovative and implementable comprehensive plan to the citizens of Paducah and McCracken County in a more efficient, economical, and beneficial manner;

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

1. PURPOSE. Pursuant to the Kentucky Interlocal Cooperation Act KRS 65.210, et seq, the City and County do hereby agree to cooperatively consult with Kendig Keast Collaborative for the preparation of a City of Paducah/McCracken County 2045 Comprehensive Plan.
2. ADMINISTRATION. The cooperative agreement shall be administered by the McCracken County Community Development Project Manager and the Director of Planning, City of Paducah.
3. BUDGET/FUNDING. The project cost for the Comprehensive Plan is \$150,000 as outlined in Section D, Page 22, Cost Estimate of the Proposal for RFP 2022-001 McCracken County and City of Paducah, Kentucky Comprehensive Plan, attached hereto as Exhibit "A."
 - a) The funding formula shall be as follows: Upon receipt of an invoice from Kendig Keast Collaborative, the City shall invoice the County 50% of invoice amount. Total payments from the City or County shall not exceed \$75,000 each, which equals 50% of the \$150,000 contract amount outlined in Section D, Page 22, Cost Estimate of the Proposal for RFP 2022-001 McCracken County and City of Paducah, Kentucky Comprehensive Plan.
 - b) Additional expenses not outlined in Section D, Cost Estimate of the Proposal for RFP 2022-001 McCracken County and City of Paducah, Kentucky Comprehensive Plan, will be paid equally by the City and County as long as those expenses do not exceed 5% of the contract amount of \$150,000.

4. PLAN COMPLIANCE. The joint City/County Comprehensive Plan shall be completed in compliance with KRS 100.183 through KRS 100.197.
5. PLAN REVIEW. The City and County agree to review the Plan every five years as required by KRS 100.197 and to comprehensively and jointly review all such information as required to make joint recommendations on the amendments to the City/County Comprehensive Plan.
6. DURATION OF AGREEMENT. This agreement shall remain in full force and effect for a period of 20 year(s). Such term shall automatically renew for additional 5-year periods unless either the City or the County terminates this Agreement. Either party may terminate the Agreement by providing to the other a 12-month prior written notification of such governmental unit's intent to terminate this agreement. In the event of an early termination, the City and County shall jointly own, and each shall have a right to receive and retain any and all work done by Kendig Keast Collaborative pursuant to this agreement.
7. MISCELLANEOUS PROVISION. This Agreement represents the entire understanding and Agreement reached between the parties, and all prior covenants, agreements, presentations, and understandings are merged herein. This Agreement shall be fully binding upon the parties hereto and shall be deemed fully enforceable in accordance with the terms and provisions hereof. If any provision of this Agreement shall be held invalid or unenforceable under any applicable laws, such invalidity shall not effect any other provision of this Agreement.
8. EFFECTIVE DATE. The effective date of this Agreement shall be on the date when said Agreement is executed by both the City and County.

WITNESS these signatures of the undersigned

KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT

By

Title

CITY OF PADUCAH, KENTUCKY

By

Title

McCRACKEN, COUNTY, KENTUCKY

By

Title

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ (title), of the Kentucky Department for Local Government.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Craig Clymer, Judge/Executive, of McCracken, Kentucky, on behalf of Said County.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by George Bray, Mayor of the City of Paducah, Kentucky, on behalf of the City.

My commission expires _____.

Notary Public, State at Large

Proposal for RFP 2022-001

McCracken County and City of Paducah, Kentucky Comprehensive Plan

November 2, 2022



Prepared by Kendig Keast Collaborative
In association with Kaskaskia Engineering Group, LLC

Point of Contact:
Gary Mitchell, FAICP
281.721.4105
gary@kendigkeast.com



KENDIG KEAST
COLLABORATIVE

towns and cities from coasts to plains



A. LETTER OF TRANSMITTAL

KENDIG KEAST
COLLABORATIVE

1415 Highway 6 South – Suite A300 | Sugar Land, TX 77478 | 281.721.4105

November 2, 2022

Nic Hutchison, Director of Planning
City of Paducah – City Hall – Planning Department
300 South 5th Street – P.O. Box 2267
Paducah, Kentucky 42002-2267

Dear Mr. Hutchison:

On behalf of Kendig Keast Collaborative (KKC) and our valued teaming partner, Kaskaskia Engineering Group, I am pleased to respond to the City/County Request for Proposals (#2022-001) to facilitate the process of preparing a **new joint Comprehensive Plan**. This submission is organized to address the RFP specifications and also represents our acknowledgement of the terms and conditions, with no variations indicated pending negotiation of a final scope of services and fee if selected (per RFP page 13; and note that we combined page 11 items F-Proposed Operation Plan and K-Proposed Work Task Plan based on your October 12 email response to our RFP questions that we could do so to “describe your approach to the project”).

This response is also designed to demonstrate how our credentials, relevant experience, professional tools and techniques, and personal demeanor and community engagement skills can help the City of Paducah and McCracken County achieve the objectives and outcomes they seek through this project. Given KKC’s history and the backgrounds of our key personnel, along with those of our Kaskaskia colleagues, so many of your community’s issues and needs resonate with us, making it a very comfortable scenario.

We are highly interested in the prospect of working again in your area based on our past lead consulting role on the **2007 Comprehensive Plan for the City of Paducah**, and as a subconsultant on the concurrent **Paducah Riverfront Redevelopment Plan** to provide state-of-the-art 3D imaging and a simulation model for visualizing potential improvements along the Ohio Riverfront and nearby downtown blocks – which attracted national coverage for Paducah in APA’s *Planning* magazine. Our renewed interest is keener than ever after receiving your further RFP guidance and from our “homework” to date on your area’s assets and outlook 15 years later.

We appreciate this chance to summarize our capabilities and proven approach to positioning our client local governments for viable actions and tangible results through effective planning. I hope it is apparent through this submission that our team remains greatly interested in your area and its future prospects. We would look forward to working with citizens, public and private leaders, and staff to shape that future, building on the results and success of your past and ongoing planning efforts. Should your evaluation merit our team’s selection, we stand ready to begin work immediately and complete this engagement in a 12-14 month timeframe or sooner, as is typical of such projects.

Respectfully,

KENDIG KEAST COLLABORATIVE

Gary Mitchell, FAICP
President

www.kendigkeast.com

B. EXECUTIVE SUMMARY

We are pleased to itemize here some **highlights of our RFP response**, which we have **linked to the five evaluation criteria** on RFP page 12.

Overall Proposal Quality, Clarity and Responsiveness

As noted in our transmittal letter, we complete most of our plans within a **12-14 month timeframe** as expected here. We also appreciated learning of the budget available for this effort and provided a fee estimate for completing the work within the \$150,000 amount. In preparing our response, we focused especially on the holistic, long-term perspective and themes we were pleased to see in the RFP:

- ◆ **Connecting the Dots.** The essence of the KKC approach to comprehensive planning is the “interconnection among land use, the built environment, the socioeconomic environment and the natural environment” (RFP page 7). Our philosophy begins with the KKC mission statement, to the right. Our proven approach to community planning and development regulation is founded on the principle of performance, meaning development that is in context with its built and natural environments.
- ◆ **Sustainability Foundation.** An emphasis on community sustainability and resilience also links our team, whether involving the environment, economy, tax base and fiscal health, housing market and neighborhoods, infrastructure and other physical assets, downtown and other districts/corridors, and disaster preparedness and recovery. While the RFP calls for a 20-25 year horizon, we approach our work recognizing that some planning considerations require a much longer view — especially to promote a more sustainable future.

We trust that the Review Committee will be satisfied with the thoroughness and quality of this response, within the allotted page limit. Part of our project philosophy is to “Begin with the End in Mind.” This includes setting a tone from the start — through the standard set by our RFP response — for the quality of analysis, professional insights, and ultimate findings and action recommendations to come.

Personnel Qualifications and Experience

The team assembled for this project includes specialists in land use and environmental planning, land development code evaluation and updates (including a land use attorney), urban design, revitalization and redevelopment (including a certified economic developer), parks/trails/recreation, historic preservation, public infrastructure and facilities, transportation, spatial analysis and GIS mapping, and website and graphic design, among others. In particular, our team offers:

- ◆ A **veteran Project Manager and FAICP planner**, in Gary Mitchell, who brings a wealth of relevant professional experience, effective interaction through client/consultant and prime/subconsultant teams, and a track record of shepherding significant projects to successful outcomes and community-supported plan/ordinance adoptions. He has led and contributed to 60+ comprehensive plans in communities ranging from 2,000 to 200,000 people in 14 states.
- ◆ The **public sector backgrounds** of our Project Manager and other key personnel in local government, regional agencies and with multi-jurisdiction initiatives, carrying over into their consulting careers with Metropolitan Planning Commissions and joint or coordinated City-County plans in various states.

Adding Value

We recognize that the dollars the City and County intend to invest in a new joint Comprehensive Plan are very significant from your perspective and, in return, should result in substantial added value to the area's leadership, staff and residents.

KKC Mission Statement

KKC's practice emphasizes good land stewardship, conserving resources, preserving and enhancing community character, safeguarding neighborhood integrity, and ensuring fiscal responsibility.

“INDOT chose to invest a portion of its capital project funds in Valparaiso's U.S. 30 improvements based on the quality of Valparaiso's planning [led by consultant KKC].”

Bob Zier

Former Chief of Staff

Indiana Department of Transportation

“It is most apparent that the KKC consulting team is solid from top to bottom and their base of knowledge on the planning process is without question.”

Chris Henderson

Development Services Director

City of Ponca City, OK



KENDIG KEAST
COLLABORATIVE

“KKC is a terrific firm of passionate, experienced, and thoughtful planners and plan implementers. They are a pleasure to work with, and their work products are excellent. I would be pleased to recommend them for any planning or plan implementation project.”

Honorable Henry Martinez
Former Mayor
City of Zachary, LA

“I and the entire Council could not be more pleased with KKC. I have been around such efforts for a very long time and, I have to say, KKC’s approach is the best I’ve seen.”

Mark Relp
Former City Manager
City of Littleton, CO

“It was interesting the way they did everything. They took the comments from the forum and essentially shaped the committee meetings around those comments.”

Honorable Jennifer Bixby
Former City Council Member
City of Fremont, NE

- ◆ The **deep in-state experience of Deputy Project Manager Steve Sizemore**, who worked 10 years as a Senior Planner for Louisville Metro Government in multiple roles, especially on the neighborhood and long-range planning team. He was a key member of the Vision Louisville project and also deputy project manager for the Move Louisville long-range transportation plan. Along with his familiarity with the Kentucky Revised Statutes and Chapter 100, Steve regularly attends and has spoken at in-state and regional APA conferences involving Kentucky planners.
- ◆ The **depth of engagement and facilitation experience** across our team, with demonstrated adaptability during the COVID-19 pandemic era and beyond.
- ◆ **Past collaboration between the KKC and KEG teams** on an award-winning Comprehensive Plan for Belleville, Illinois, a St. Louis suburban community.

Relevant Experience and Quality of Work Products

We enjoy **returning to communities where our past involvement has helped to shape outcomes on the ground**. As noted in our transmittal letter, KKC led a previous Paducah Comprehensive Plan effort in 2006-07, along with involvement in a Riverfront Redevelopment Plan. Our Neighborhood Development Code for Covington (adopted fall 2020) received the Special Merit Award for Outstanding Project/Program/Tool from APA Kentucky. Two KKC plans completed nearby in southern Illinois (Belleville and Carbondale) garnered the APA Illinois Daniel Burnham Award for an Outstanding Comprehensive Plan. Steve Sizemore and KKC Associate Ashley Woolsey are **based in the Louisville area**. Two of our team members with KEG, Kent Ahrenholtz and Bryan Veale, are even closer in nearby **Evansville, Indiana** (and KEG also has an office in Ste. Genevieve, Missouri). Additionally:

- ◆ KKC is a **niche community planning firm**, with a 39-year history of being selected by local governments across the nation to prepare long-range and related plans and associated development ordinances, in Kentucky and 39 other states to date. We are known especially for our extensive and award-winning work for small- and mid-size jurisdictions – many with comparable character and similar growth and revitalization issues as Paducah and McCracken County face. We have also worked with **river/waterfront and regional hub communities** from coast to coast.
- ◆ We are **leaders in our profession, and unique by being specialists in both planning and development regulation** and focusing almost exclusively on public sector clients. With our decades of success, we clearly have a proven business model of bringing fresh perspective and best practices to places where we have not worked before or for some time. Many clients turn to us again for ongoing support and added tasks.
- ◆ Subconsultant KEG offers **full-service technical support**, including specialties in transportation planning and traffic engineering (including corridor, bike/ped and Safe Routes to School work), infrastructure analysis and planning, GIS mapping, environmental science, and water, wastewater and stormwater planning and design. KEG is currently in the design phase of the I-64 Sherman Minton Ohio River Bridge Renewal, between Louisville and New Albany, Indiana, with the Kentucky Transportation Cabinet. KEG also completed a Long-Range Transportation Plan and State Freight Plan for Illinois DOT.
- ◆ In our planning work we look beyond simple assessments of infrastructure status to consider the **overall capacity of a jurisdiction to support projected growth** – or revived growth – and to accommodate infill and redevelopment activity. This encompasses not only utility and roadway capacity, but also public safety and other basic services, community facilities, plus schools and medical services in

some plans. Planning across jurisdictions enables more holistic consideration of City and County functions, capabilities and joint programming.

- ◆ We also bring our **body of work focused on growth management** including annexation planning and rural/agricultural preservation considerations at the edge, a continual renewal focus within to keep core area investment and infill attractive, and an emphasis on long-term economic and financial sustainability as part of all growth and revitalization strategies. The opportunity to coordinate city and countywide planning is also where KKC can best apply its Community Character methodology for growth and land use planning, addressing the entire spectrum from most natural and rural to most urban. KKC founder Lane Kendig is a nationally acclaimed expert in rural/agricultural preservation and overall growth management through character-based planning and zoning techniques.
- ◆ KKC regularly receives **peer recognition for meritorious work**, including 17 American Planning Association awards in nine states (Colorado, Iowa, Illinois, Indiana, Kentucky, Louisiana, Oklahoma, Texas and Wyoming) since 2010.

Uniqueness or Innovativeness

The overarching philosophy behind KKC's practice is our **Community Character framework** for local and regional planning. This approach emphasizes the physical design factors that establish and distinguish urban, suburban and rural character while downplaying the significance of land use as a primary planning and regulatory focus. Indeed, KKC was founded on the concept of bolstering community character through new and more effective approaches to land use planning and regulation. To our team, community character involves more than just aesthetics, architecture and the "feel" of a place. Community character is about the relative mix of buildings, pervious and impervious surfaces, and open space and landscaping. These are the essential factors that shape development character which, in turn, influence land use compatibility, urban design, means of mobility (e.g., walkability), environmental protection, and storm water runoff, among many other variables. How these ingredients are interwoven and balanced affects the economics, function, ecology and experience of a place. Additionally:

- ◆ As detailed in the Proposed Approach and Work Plan section, we design both our **process and ultimate plan document** to reflect a progression from assessing the community's current status and outlook (Paducah/McCracken Today) to where the new plan should focus based on this context (vision, guiding principles and confirmation of consensus to that point through the Plan Direction and Assumptions phase), and finally to the future-looking portion of the plan (Paducah/McCracken Tomorrow), concluding with a shorter-term strategic emphasis and community Action Agenda in the final Plan Implementation phase.
- ◆ Each new project also elevates our professional interest in and commitment to bringing the latest thinking and best practices to the communities we serve. This includes efforts in our profession to make plans more visual, concise, understandable, on-point and relevant to local decision-makers, residents and staff who must rely on and apply them. Through KKC's sister company enCodePlus (<https://www.encodeplus.com/>), also owned by KKC CEO Bret Keast), we offer a **premier industry-leading platform for drafting, exploring and publishing plans online as graphic-rich, interactive documents**, utilizing the WebPlan feature that is designed specifically for hosting online plans (<https://www.encodeplus.com/products/plan-publishing/>). The online plan content can be exported to PDF and Word format as needed for printing and for handling and disseminating electronic files. KKC now creates and publishes nearly all

"The work that KKC has provided to us has been first rate, professional, timely and thorough."

Bob Turner
Former City Manager
City of Port Lavaca, TX

"From the beginning, it was clear to me and other members of our project steering committee that KKC offered a different approach than other firms we considered for the contract. KKC offers a fresh way of looking at a project ... and tailored the document to meet the specific needs of our community."

Craig A. Phillips, AICP
Former Director of Planning,
City of Valparaiso, IN

"KKC was extremely knowledgeable on the subject, innovative, efficient and professional. The written materials presented to [Stafford, TX] City Council and P&Z were of the highest quality."

Barkley Peschel
Former Vice President
Greater Fort Bend Economic
Development Council
Sugar Land, TX



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"Publishing the 2040 Comprehensive Plan with enCodePlus's WebPlan brought it to life. It allowed us to move policy out of the binder and into the world."

Sue Schwartz, FAICP
Planning Director

City of Greensboro, NC — recently announced as winner of the prestigious 2022 Daniel Burnham Award from APA National for its GSO2040 Comprehensive Plan

online.encodeplus.com/regs/greensboro-nc-comp/

"This is really great work. I'm proud to be involved!"

Marty Hill
Former Chair, Planning & Zoning Commission
City of Centennial, CO

"Hands down the best consultants we have ever used. I will again use them in the future. When we worked with other companies we didn't feel like we received the service that we liked. With KKC that wasn't the case, they are very personal, friendly, and outstanding presenters. They have a unique ability to work on complex and volatile projects without causing more problems. In fact I don't think my residents or Council would even want me to use anyone but KKC to be honest."

Chris Reed
Former City Manager,
City of Nassau Bay, TX

its new Comprehensive Plans in WebPlan. The WebPlan site facilitates public outreach and updates during plan development, including soliciting input through surveys and geo-engagement (questions and input via a map interface). The site also serves as a portal to the web-based plan itself, so users can view the emerging new plan via an intuitive online interface. The site content can be easily updated and published immediately to the web. Each community-branded WebPlan site provides a graphics-rich online document that may also include multimedia and cross-referenced links to related policies, programs, GIS mapping or other information. WebPlan enables the plan to remain timely and fresh through implementation tracking/reporting and regular updates. It was designed by community planners who understand the need for planning documents to be more accessible and easy to edit, update, amend and maintain.

Ability to Collaborate with Staff and Stakeholders

KKC's work with any community starts with the encouragement of meaningful leadership and public engagement, a clear understanding of planning issues and implementation options from early and ongoing staff interaction, and a direct linkage between plans and ordinances to ensure they are grounded in reality, are politically feasible, and able to be implemented. Additionally, because of his 10 years of experience in the Council of Governments arena, where he ultimately served as Chief Regional Planner for a region with 4.5 million residents, our Project Manager Gary Mitchell always emphasizes **intergovernmental coordination to leverage essential partnerships** at the inter-city, county, school district, regional, state and federal agency levels. Subconsultant KEG also brings valuable experience working with public agencies and decision-makers at all levels.

KKC also offers our **experience coordinating plans between City and County governments**, including previously between the City of Paducah and McCracken County, and in Georgia (City of Savannah and Chatham County), Kansas (City of Manhattan and Pottawatomie County), Louisiana (Bossier City-Parish Metropolitan Planning Commission), North Carolina (Town of Zebulon and Wake County); Oklahoma (City of Claremore and Rogers County), South Carolina (City of Florence and Florence County) and Wyoming (City of Jackson and Teton County, and City of Gillette and Campbell County — where both governing bodies adopted a joint Future Land Use Map for the one-mile planning area around the city, which partly led to the Urban Planning Project of the Year Award from the Wyoming Planning Association). Along with KKC's extensive municipal experience, we have completed **county-level plans** for Door County, Wisconsin; Flathead County, Montana; Fulton County, Ohio; Grenada County, Mississippi; Lake County, Illinois; Loudoun County, Virginia; Miami County, Kansas; Monroe County, Florida; New Castle County, Delaware; Polk County, Iowa; Queen Anne's County, Maryland; and St. Mary and Tangipahoa Parishes in Louisiana. We are able to **apply experience gained in varied environments and cultures across the nation**, from the coastal plains and Midwest heartland to desert and mountain settings.

We emphasize in our practice that Comprehensive Plans (and their associated implementing regulations), although ultimately adopted by a local governing body, are intended to guide and better the entire community and facilitate public-private partnerships. This calls for broad outreach and inclusive consensus-building efforts throughout the process. Yet, we recognize that we must **intentionally and continually focus on the viewpoints, concerns and priorities of elected officials**. We build into our work program various ways to engage and involve local officials while ensuring that their participation does not deter or "drown out" other voices.

C. ORGANIZATION

Firm Profile: Kendig Keast Collaborative

Kendig Keast Collaborative (KKC) represents the collaboration of Bret C. Keast, AICP, and Gary Mitchell, FAICP, and a select group of talented principals and associates. Our firm has earned a reputation for its innovation and repeated success in solving problems of varying complexities for small and large clients in a range of environments. Our practice emphasizes the pursuit of good land stewardship, as well as conserving resources, preserving and enhancing community character, safeguarding neighborhood integrity, and ensuring fiscal responsibility. Our proven approach is founded on the principle of performance, meaning development that is in context with its built and natural environments.

KKC continues to build on the foundation and body of work of Lane Kendig, our founder and a respected authority in the urban planning field. The firm was originally established in December 1982 as Lane Kendig, Inc. In 2002, Bret C. Keast, AICP, joined the practice as Vice President and Partner. The firm name was changed to Kendig Keast Collaborative in 2007 to reflect the transition to Bret's ownership. In 2009, Lane Kendig retired, although he remains a Strategic Advisor to the firm and its employees.

Bret remains as Owner and Chief Executive Officer, and together with Gary as KKC President, directs a small and highly qualified staff which provides professional services in the areas of comprehensive and strategic planning, zoning and other development regulations, growth management and resource protection, land planning, and various related specialties. KKC's unique process is grounded in the encouragement of meaningful public participation, a clear understanding of planning issues and implementation options, and a direct linkage between plans and ordinances to ensure they are both politically feasible and able to be implemented. We are proud of our firm's reputation for providing clients with highly customized and responsive approaches to challenging community planning issues, resulting in innovative yet viable solutions.

Our Services

KKC principals and personnel allocate their time nearly equally between comprehensive community plans and development code work. We also complete other special plans and studies for local government clients, including socioeconomic analyses; downtown, corridor, neighborhood, and redevelopment plans; parks, recreation, and trails master plans; land use and development impact studies; growth management and annexation assessments; and 3-D visualization and mapping projects.

Planning

Community planning is the foundation of KKC's consulting practice, along with development code work. Our principals and senior staff have led project teams and played substantial roles in the preparation of dozens of plans in more than 80 jurisdictions across the U.S. We offer significant experience with overall comprehensive plans, as well as with typical plan elements, which are sometimes the focus of stand-alone projects and work products:



CORPORATE OFFICE

Texas

1415 Highway 6 South, Ste. A-300
Sugar Land, TX 77478
(281) 242-2960

ADDITIONAL OFFICES

Kentucky/Indiana

715 W. Saint Catherine Street
Louisville, KY 40203
(812) 748-6070

Pennsylvania

1373 N. Sheridan Avenue
Pittsburgh, PA 15206
(314) 304-7071

South Carolina

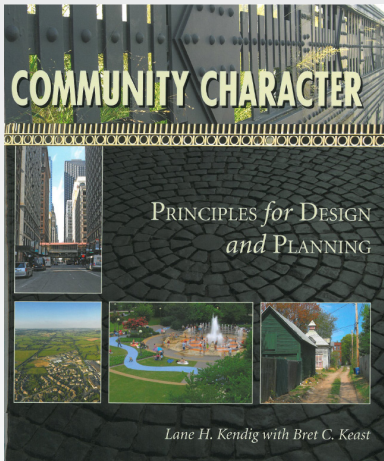
309 English Oak Road
Simpsonville, SC 29681
(864) 248-6161

Texas

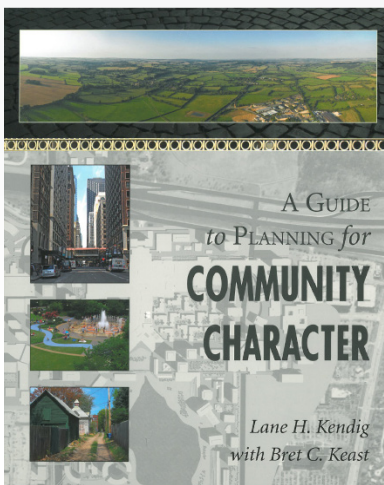
8120 Mainland Dr
San Antonio, TX 78240
(812) 748-8111



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Community Character, Principles for Design and Planning (Island Press, 2010)



A Guide to Planning for Community Character (Island Press, 2011)

- ◆ **Comprehensive Planning** to establish clear goals and policies for the community's future growth and enhancement, leading to specific, attainable action strategies, with appropriate implementation guidance.
- ◆ **Land Use Planning** to accommodate projected population growth and economic development objectives and to address central city redevelopment needs, neighborhood integrity, and image and character concerns along key corridors.
- ◆ **Environmental Planning** to protect a range of resources (floodplains, wetlands, water bodies, forests and woodlands, prairies, steep slopes, unstable slopes or soils, threatened or endangered species habitats, wellhead protection areas, hurricane surge areas, and earthquake hazard areas) and reduce hazards to people and property, often by setting the stage for land use regulations or other implementation initiatives.
- ◆ **Strategic Planning** to assess current conditions and future trends, pinpoint specific opportunities and challenges, and establish a consensus for pursuing particular public investments and community enhancement efforts through a prioritized action agenda.
- ◆ **Parks, Recreation, and Trails Planning** to evaluate local acreage and facilities relative to national benchmarks, assess needs and prioritize improvements based on both technical standards and community input, and make jurisdictions eligible for various grant opportunities.

Community Character

KKC submits that the central function of any long-range plan should be protecting and enhancing the community character traits that residents and visitors value. Put simply, character should be the central theme that ties the elements of the plan together.

To our team, community character is more than just aesthetics and architecture. It is also more than just "urban" or "new urban" project design. In the big picture, community character is about the relative mix of buildings, pervious and impervious surfaces, and open space and landscaping. These are the essential factors that shape development character which, in turn, influence land use compatibility, urban design, means of mobility (e.g., walkability), environmental protection, and storm water runoff, among many other variables. How these ingredients are interwoven and balanced affects the economics, function, ecology and experience of a place.

As such, tying plans together with the thread of community character ensures that decisions about land use, open space, resource protection, transportation, economic development, and utilities all support the City's articulated vision. In addition, the selection of appropriate sustainability and "smart growth" strategies depends, in large measure, upon the types of character the City intends to preserve and/or promote (e.g., urban, suburban, rural, natural).

There is no stronger team to help a city develop a plan or code that protects its community character. Kendig Keast Collaborative is a leading innovator in this regard. From our founder Lane Kendig's seminal work, *Performance Zoning* (1980), to his new book *Using the New Performance Zoning* (2019), and to their co-written *Community Character, Principles for Design and Planning* (2010) and *A Guide to Planning for Community Character* (2011), Lane Kendig and Bret Keast are leaders in articulating and advancing comprehensive strategies to define, protect, and enhance community character. Indeed, KKC was founded on the concept of bolstering community character through new and more effective approaches to land

use planning and regulation. Our firm frequently coordinates multi-firm project teams to develop comprehensive plans which do precisely that.

Implementation

KKC's implementation and regulatory practice includes code evaluations and performance assessments, drafting and unification of development codes, zoning district maps, and amending consensus-based land development regulations. Through meticulous analysis and close attention to community input, we tailor regulatory strategies to achieve specific desired outcomes and foster sensitive site design and creative development practices. This sometimes requires interim ordinances to ensure protection of community character or resources while permanent regulations are drafted. KKC also has developed model codes for specific purposes which are then adapted by a variety of jurisdictions. Our principals and senior staff have also drafted proposed zoning amendments on behalf of private-sector clients who seek to develop or redevelop property in progressive ways that are not permitted under existing zoning regulations in a particular community.

Of course, plan implementation is more than regulation. Our practice also includes such non-regulatory measures as creating frameworks for interlocal agreements, public-private partnerships, transfer or purchase of development rights systems, Facilitation of Code Drafting and Amendment Processes, and Commission, Board, and Administration Training.

Master Planning and Urban Design Services

KKC has experience facilitating planning processes at all scales, from metropolitan and community-wide levels to downtowns, neighborhoods, corridors, and other special areas. It is at this enhanced level of detail that specific challenges and opportunities emerge, and unique planning and design solutions become necessary in order to spur the "3 Rs" – redevelopment, revitalization, and reinvestment.

It is imperative to think three-dimensionally about the impacts of development at this level of planning. For example, within a neighborhood planning area, residents identify with the way a street feels – how wide it is, how far back and how tall the homes are, how old the trees are, etc. They can describe what a local shopping area looks like and how it is different from one across town. Similarly, they can express pride in their downtown and a specific identity for which they are proud.

Planning for these areas requires a keen understanding of land use, pedestrian and vehicular circulation, building and site design, (re)development feasibility, strategic implementation, and public policy and financing. Our staff has the skills necessary to create special area plans that identify policies, projects, and strategies that respond to local demographics, district functionality, and identity. The following are cornerstones of our special area planning approach:

- ◆ **Community Involvement** that brings together residents, property owners, businesses, realtors and brokers, investors, developers, community organizations (i.e., business improvement districts, neighborhood organizations, and not-for-profits, etc.), elected officials and staff, municipal agencies, and all ages and social groups. Facilitating open and inclusive dialogue is absolutely essential for preparing a vision and creating a realistic, market-supported action plan that reflects local values and priorities and ensures broad-based support for long-term implementation.



TRUSTED PARTNERS

KKC has built working relationships with an array of other consulting firms that can provide specialty services in a subconsultant or advisory role, including in areas such as civil and traffic engineering, fiscal impact analysis, scenario planning and evaluation, economic development and market analysis, environmental assessment, housing and redevelopment, community surveys, and financing and special district mechanisms.

BACKGROUNDS IN LOCAL GOVERNMENT

The local government planning background of many of our team members is a valuable asset, essential to crafting plans that are realistic and implementable, and regulations that are easy to administer by staff, understandable to members of planning boards and municipal councils, and that articulate development and design standards that produce predictable and desirable outcomes.



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- ◆ **Master Planning** that establishes a framework for general land use, transportation, and design character. The role of the master plan is to provide context within which specific projects or targeted areas of investment can be assessed. In this way, block or site-specific recommendations provide greater benefit to the overall land use balance, functionality, and identity of an area. Aspects of a master plan may include land use sub-districts, key redevelopment areas, streetscape enhancement corridors, civic open space elements, or unique character districts, among others.
- ◆ **Urban Design and Visualization** that transforms the vision into a three-dimensional environment. In the end, the community identifies most closely with how development will “look and feel.” Our staff of planners and urban designers can demonstrate the end result of investment in the public realm, private development area, and open space. KKC uses various technologies for design visualization to help communities understand a collective manifestation of the desired outcomes, market realities, and achievable regulatory scheme. SketchUp, AutoCAD, and other graphics packages, together with hand renderings, simulate the built environment to spur dialogue regarding development alternatives, phasing, and specific aspects of community character.
- ◆ **Redevelopment Planning** to advance a vision towards market-based implementation. KKC staff members specialize in helping communities achieve redevelopment by identifying resources, partnerships, and policies that remove barriers to successful outcomes. Whether private-public partnerships, incentives, or leveraging of the private market, we craft plans that draw a clear path between concept and realization.
- ◆ **Implementation** through projects, policies, and strategies. The success of a plan depends on three factors: (1) identifying catalytic projects that foster additional investment, (2) aligning development policies and regulations with the vision, and (3) creating strategies to strengthen synergy among financiers, elected officials, public agencies, and the community at large. Any single action often involves all three factors. We consistently craft implementation programs that balance these three elements to maximize the likelihood of long-term implementation.

Special Studies and Services

KKC has experience facilitating planning processes at all levels, from the metropolitan area to the neighborhood. In support of special area planning – and to make visions and possibilities literally come to life – KKC brings expertise in design and 3D modeling and visualization to help clients envision and appreciate the implications of potential growth and development outcomes, boost enthusiasm among participants, and build consensus around planning or regulatory concepts.

Growth Assessments and Strategy Papers help communities understand the implications of rapid growth and/or haphazard development patterns, assess their fiscal and service capacity to accommodate such trends, and consider their statutory authorities and options for better managing the location, timing, and nature of this growth.

Firm Profile: Kaskaskia Engineering Group

Kaskaskia Engineering Group, LLC (KEG) is a 100% woman-owned and managed engineering and contracting firm that was founded in 2006. From the beginning, they have recruited highly skilled employees from a variety of public and private sector backgrounds. This has allowed KEG to quickly amass an impressive portfolio of federal, state, county, and private project experience. They have established professional relationships with The Federal Highway Administration, the U.S. Army Corps of Engineers, the Illinois Department of Transportation, the Illinois Department of Natural Resources, Capital Development Board, Illinois American Water Company, East-West Gateway Council of Governments, Department of Commerce and Economic Opportunity, and area leaders.

KEG is a certified Disadvantaged Business Enterprise (DBE) through the Illinois Unified Certification Program, licensed as a Women's Business Enterprise (WBE) by the Women's Business Enterprise National Council, and is recognized as a Women-Owned Small Business (WOSB) by the Small Business Administration. Their main office is located in downtown Belleville, Illinois, with branch offices in Geneva, Peoria, Champaign, Macomb, and Glen Carbon, Illinois; as well as Ste. Genevieve, Missouri; Evansville, Indiana; and St. Paul, Minnesota.

Their goal is to provide extraordinary service through expert technical knowledge, collaboration, and communication early and often. KEG's full service capabilities include transportation engineering, traffic engineering, CADD design, public involvement, geotechnical engineering, structural engineering, general contracting, GIS mapping, environmental science, construction observation, infrastructure analysis and planning, right-of-way research and acquisition, cost estimating, and water resource management, including water, wastewater, and stormwater planning and design. The diversity of their in-house services affords KEG the ability to understand more than just how to complete a project. It allows them to view projects with a holistic approach – considering all phases of projects, as well as environmental, client, and stakeholder needs.

KEG's purpose is to make the world a better place through the practice of engineering. Through partnerships with clients and regulatory agencies, they plan, design, and build projects that enhance communities, spur economic development, and respect the environment. They practice gratitude for their blessings by giving back to communities through service projects and active participation in community organizations. It is this diversity and commitment to public service that separates them from most other engineering firms.

KEG SERVICES

- ◆ Traffic and Feasibility Studies
- ◆ Location and Design Studies
- ◆ Transportation Planning
- ◆ ADA Compliance
- ◆ Pedestrian and Bicycle Paths
- ◆ Construction Observation
- ◆ Structure Geotechnical Reports
- ◆ Subsurface Exploration
- ◆ Environmental Impact Studies
- ◆ Environmental Assessment
- ◆ Site Development
- ◆ Grant Writing
- ◆ Public Involvement
- ◆ Structural Services
- ◆ Parks

KEG has nine locations throughout the Midwest and is licensed to work in Minnesota, Wisconsin, Indiana, Illinois, Missouri, Iowa, Kentucky and beyond.



HOURLY BILLING RATES

Kendig Keast Collaborative

\$165 Gary Mitchell
 \$135 Steve Sizemore
 \$100 Ashley Woolsey
 \$150 Greg Flisram
 \$120 Marcia Boyle
 \$135 Janis Burall
 \$135 Jennifer Mak
 \$90 Luis Mercado
 \$145 Missy Quigley
 \$50 Sharon Cadena
 \$75 Kim Keast (Business Mgr.)

Kaskaskia Engineering Group

\$300 Geri Boyer
 \$250 Kent Ahrenholtz
 \$165 Bryan Veale
 \$165 Molly Barletta

D. COST ESTIMATE

We are pleased to provide the City of Paducah and McCracken County the following fee estimate based on the approach outlined for preparing a new joint Comprehensive Plan, and based on an anticipated project budget of **\$150,000**. The amounts below reflect all estimated labor and direct expense costs plus professional fee.

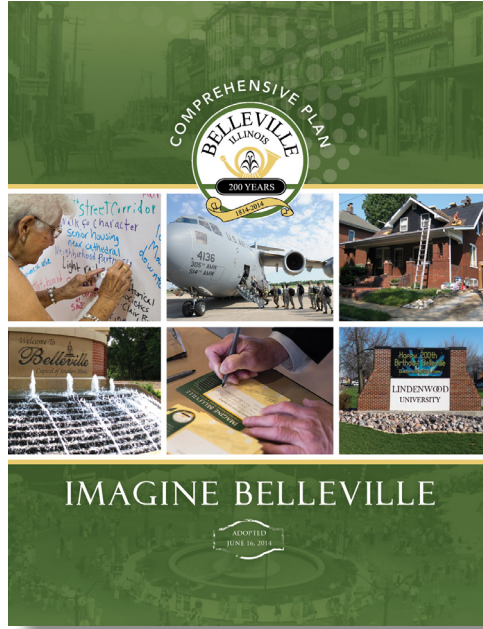
We emphasize that all of our estimated costs are entirely negotiable depending on the final scope of work and timeline set for the project. Most all project scoping processes require such give and take and work program refinement to arrive at mutually agreeable adjustments that will accomplish the project objectives while remaining within the available budget. We have a long track record of working through this process with our clients so contract execution may proceed and work can begin promptly.

Estimated Cost by Phase

Phase	%	KKC	KEG
Project Start-Up and Client Coordination	7%	\$9,500	\$1,000
PHASE 1: Paducah/McCracken Today	25%	\$22,500	\$15,000
PHASE 2: Plan Direction and Assumptions	8%	\$10,000	\$2,000
PHASE 3: Paducah/McCracken Tomorrow	35%	\$29,500	\$23,000
PHASE 4: Plan Implementation	17%	\$16,150	\$9,350
PHASE 5: Finalization and Adoption	8%	\$10,000	\$2,000
TOTAL \$150,000	100	\$97,650	\$52,350

E. PROJECT EXPERIENCE

PROJECT REFERENCES



Imagine Belleville Comprehensive Plan - Belleville, Illinois

The timing of the City of Belleville's Comprehensive Plan, Imagine Belleville, coincided with the community's 200-year anniversary, a significant milestone that brought an increased level of attention and optimism to the planning process. As an inner-ring suburb on the Illinois side of the St. Louis region, the City competed with jurisdictions directly along the interstate and located at the periphery of the metropolitan area. These challenges were offset by ongoing and significant reinvestment in its first-class Downtown; major mobility projects that improved access to economic drivers, such as Scott Air Force Base; and a unique spirit of volunteerism that was heightened with the backdrop of the City's bicentennial celebration.

As a steady-growth community, one of its most significant challenges was identifying ways to promote reinvestment in its interior and historic neighborhoods. As part of the comprehensive housing and neighborhoods strategy, KKC pulled in case study research from the region as well as its own reconnaissance efforts to identify practical solutions to vacancy and blight, such as scattered lot programs, loan and financing options, and small-scale neighborhood investments. This planning process was characterized by a multi-platform, robust public engagement program that involved on- and off-line formats, such as an online discussion forum and a community open house at a coffee shop (including a ukulele band). In fact, the excitement around the planning process spurred a spinoff Martin Luther King Jr. Celebration that was spearheaded by two Comprehensive Planning Advisory Committee members. A panel of college and high school students reflected on the theme, "If I could change the community...", and the findings were tied into the plan.

The Belleville Comprehensive Plan webpage is located here: <https://www.belleville.net/327/Comprehensive-Plan>.



DURATION

June 2013 - June 2014

KEY PERSONNEL

Bret C. Keast, AICP
Gary Mitchell, FAICP

AWARD WINNER!

The Belleville Comprehensive Plan received the Daniel Burnham Award in 2014 from the Illinois Chapter of the American Planning Association (APA).

REFERENCE

Ms. Emily Calderon, AICP LEED-GA
Former Director of Economic Development and Planning
City of Belleville
Current City Planner
City of Edwardsville
118 Hillsboro Avenue
Edwardsville, IL 62025
(618) 296-4468
ecalderon@cityofedwardsville.com



KENDIG KEAST
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Comprehensive Plan Updates (2011, 2017, 2022), Downtown Master Plan Updates (2011, 2017, 2022), Unified Development Ordinance (2014) - Florence, South Carolina

Since 2009, the City of Florence has engaged KKC multiple times, to update its Comprehensive Plan and to transition its development regulations into a Unified Development Ordinance (UDO). Working with the City and the Florence Downtown Development Corporation (FDDC), KKC has also completed several implementation-focused updates to Florence's Downtown Master Plan. KKC is currently preparing major updates of both the Comprehensive Plan and the Downtown Master Plan.

Florence is an approximate midpoint between Miami, Florida and New York, New York, at the crossroads of Interstates 95 and 20. It functions as the hub city and employment center for the Pee Dee region, an eight-county area in northeast South Carolina. Florence is also the primary utility provider for the surrounding unincorporated areas.

KKC's comprehensive planning efforts continue to emphasize managing Florence's growth in a fiscally and environmentally sound manner, setting out strategies to assure an adequate housing stock and ongoing neighborhood renewal, and protecting and enhancing community character and aesthetics. The swift, dramatic and award-winning transformation of Downtown through a systematic, plan-driven revitalization program has bolstered Florence's increasing focus on becoming an even more attractive city for investing, living and working. While Florence has achieved so much, the Pee Dee Region is competing with booming areas of the Carolinas for residents and workers.

Strategies in the next citywide and downtown plan updates will promote radiating Florence's downtown success into surrounding neighborhoods, re-energizing "tired" roadway corridors, capitalizing on the City's extensive investments in new sports complexes and community centers, pursuing area-wide solutions to drainage challenges, and extending trails to enhance connectivity. The plans also highlight Florence's many enduring partnerships across levels of government, the private and non-profit sectors, and the area's rich institutional and cultural resources. Targeted updates to the City's UDO are anticipated next based on the newly adopted plans.

KKC is now working with the City to update the Comprehensive Plan for the next 20 years. This work is an example of how KKC's commitment to a client and submersion in the character of a community, along with successful implementation toolsets following plans, can lead to the satisfaction of long client relationships and partnerships in planning.

DURATION OF SERVICES

2009 - Present

KEY PERSONNEL

Gary Mitchell, FAICP
Greg Flisram
Janis Burall, AICP
Marcia Boyle, AICP
Sharon Cadena

REFERENCE

Mr. Jerry B. Dudley, AICP
Planning Director
City of Florence
324 W. Evans Street
Florence, SC 29501
(843) 665-2047
jdudley@cityofflorence.com





Envision Littleton Vision and Comprehensive Plan Littleton, Colorado

The City of Littleton specifically sought out Kendig Keast Collaborative (KKC) to guide its Comprehensive Plan process. Littleton saw itself as a perfect fit for KKC's distinctive "Community Character" approach, which looks beyond just land use to consider the variation in physical conditions along a spectrum from natural and rural landscapes, through suburban and auto-oriented settings, to the most urban and walkable situations.

Given a recent period of contention and resulting inaction on a number of fronts, the City first charged KKC with facilitating a nine-month "big picture" visioning process. Together with City staff, KKC executed an intensive and highly-inclusive community engagement strategy to create a unifying vision of Littleton's future. City Council adopted the Envision Report in December 2018, marking a significant milestone in a city that had failed to adopt a series of proposed plans in recent years.

KKC next produced a concise and highly visual Existing City Data Book that uses key indicators to tell a story about Littleton as it is today. The Future City portion of the Comprehensive Plan then provides goals, policies and actions across seven elements, and a link to a concurrently-prepared Transportation Master Plan for mobility factors. A fiscal impact specialist also assessed the implications of the proposed new future land use map for Littleton's municipal finances.

Plan adoption (webpage: <https://www.littletongov.org/my-littleton/what-is-envision-littleton>) occurred in October 2019, marking another notable civic accomplishment as Littleton's last complete plan dated back to the 1980s. City officials and management continually praised the evident community "buy-in" of KKC personnel and their overall planning philosophy and approach. After an extended Council/Planning Commission work session to review the preliminary draft Plan, Littleton's Mayor called the draft "a stunning document" of which she was most proud. The City then continued its ongoing relationship with KKC by pursuing a thorough evaluation and rewrite of its longstanding zoning and land development regulations, resulting in a new Unified Land Use Code adopted in October 2021.



DURATION

April 2018 - October 2019

KEY PERSONNEL

Gary Mitchell, FAICP
Janis Bural, AICP

REFERENCE

Ms. Kathleen Osher
Director of Community Services
City of Littleton
2255 West Berry Avenue
Littleton, CO 80120
(303) 795-3755
cmoko@littletongov.org



KENDIG KEAST
COLLABORATIVE

OTHER PERTINENT PROJECT EXPERIENCE

The table below demonstrates the variety in KKC's community planning practice across various states and involving both cities and counties/parishes.

Project	Client	KKC Role	Status
County-level growth management and unified land development code	Ascension Parish, LA	Prime	Estimated Completion 03/2023
Boomtown 2040 Comprehensive Plan	Borger, TX	Prime	Adopted 10/2020
Downtown Revitalization Plan	Borger, TX	Prime	Adopted 01/2021
Parks, Trails, and Recreation Master Plan	Borger, TX	Prime	Adopted 01/2021
Unified Land Development Ordinance	Borger, TX	Prime	Adopted 07/2022
Annexation Feasibility and Strategy Study	Bryan, TX	Prime	Completed 09/2018
Comprehensive Plan	Carbondale, IL	Prime	Adopted 06/2010
Claremore 2040 Comprehensive Plan and Special Districts Plan	Claremore, OK	Prime	Adopted 03/2019
Neighborhood Development Code	Covington, KY	Prime	Adopted 09/2020
Historic Preservation Plan	Des Moines, IA	Prime	Estimated Completion 08/2023
Florence County Comprehensive Plan	Florence County, SC	Prime	Estimated Completion 12/2022
<i>Grenada County Build Better Together 2040 Plan</i>	Grenada County, MS	Prime	Adopted 09/2022
<i>IN 421 Gateway Corridor Plan</i>	Michigan City, IN	Prime	Adopted 08/2016
<i>Momentum MC 2040 Comprehensive Plan</i>	Michigan City, IN	Prime	Adopted 11/2018
<i>Northville Township Master Plan</i>	Northville Township, MI	Prime	Estimated Completion 05/2023
<i>Plan Pottawatomie County 2040 Comprehensive Plan</i>	Pottawatomie County, KS	Prime	Adopted 08/2019
<i>Green Valley Area Land Use and Growth Management Plan 2040</i>	Pottawatomie County, KS	Prime	Adopted 10/2019
Unified Development Code	Valparaiso, IN	Prime	Adopted 03/2009
<i>US 30 Corridor Master Plan</i>	Valparaiso, IN	Prime	Adopted 07/2011
<i>Envision 2030 Valparaiso Comprehensive Plan</i>	Valparaiso, IN	Prime	Adopted 06/2013
<i>SR 49 Corridor Master Plan</i>	Valparaiso, IN	Prime	Adopted 04/2014
Stormwater Ordinance Review	Valparaiso, IN	Prime	Adopted 06/2015
<i>Grow Zebulon 2040 Comprehensive Land Use Plan</i>	Zebulon, NC	Prime	Adopted 06/2021

F. PROPOSED APPROACH AND WORK PLAN

PROJECT AND COMMUNITY UNDERSTANDING

We believe that the City of Paducah and McCracken County are undertaking a comprehensive planning process as part of their ongoing commitment to plan and promote the orderly and balanced growth of the area. The purpose of this project is to prepare an updated and joint Comprehensive Plan that is sensitive to and compatible with residents' needs, desires and vision for the shared future of both city and county. A focused and refreshed plan is needed to guide the physical and economic development of the area, to preserve the character of the Paducah/McCracken County area, and to enhance the quality of life for residents and visitors. The plan will ultimately serve to guide decision-making by elected officials, City and County Planning Commissions, City and County management and staff, developers, landowners, businesses, and local institutions and organizations. Our background research and preparation for this RFP response yielded the following facts and especially notable items about Paducah/McCracken County (drawn primarily from Census 2020 and newer American Community Survey data):

- ◆ Paducah and McCracken County's convenient access to I-24, a **strategic location** at the confluence of the Tennessee, Ohio and Cumberland rivers (less than 50 miles from the Mississippi River), support a **resilient regional economy** with strong connections to larger external markets.
- ◆ Although the City of Paducah has experienced a -0.7% decrease in population over the last decade, McCracken County in 2020 had an estimated population of 67,875 (U.S. Census Bureau), indicating 3.5% population growth since 2010. The Kentucky Data Center forecasts that McCracken County will experience **5.6% growth in households from 2020 to 2040**.
- ◆ Nearly 1 in 5 (19%) in Paducah's population are **under age 18**, with a slightly higher rate for McCracken County's population (22.2%).
- ◆ The City and County's share of **population age 65 and older** is approximately 20% of the total, yet the County's share of senior population has increased nearly 21% over the last decade while the City's share has increased only slightly (6.4%).
- ◆ McCracken County and the City of Paducah comprise a region where **homeownership predominates**, with nearly 65% of housing units owner-occupied in the county. Although the county's rate fell nearly 6% since 2010, the city's ownership rate has remained relatively stable over the last decade at 51%.
- ◆ **Median home values** in McCracken County and the City of Paducah have risen in nominal dollars since 2010. The County has seen a 35.1% increase and the City a 28.4% increase. During the same period, **median family income** grew in both the County and the City (16.1% and 37.6%, respectively).
- ◆ The City has a slight gap in **median household income** relative to all of McCracken County, at \$39,061 for the city relative to \$47,011 county-wide.
- ◆ In Paducah, the **share of owner households that were moderately or severely cost burdened** (>30% of owner's household income spent on housing) decreased from 17.6% in 2015 to 17.1% in 2020. This share is slightly higher than the



Approach and Intentions

KKC uses a methodical and interdisciplinary approach to address a spectrum of community issues, needs, opportunities and challenges. A core focus is to forge a collective vision for the future, confirm the intentions and will of local officials and residents to shape that future, and document the mechanisms through which they will pursue desired outcomes. Both the planning process and resulting plan are intended to guide land development and redevelopment activity in a fiscally responsible manner; ensure adequate provision of public facilities and services; promote and encourage quality, sustainable development; preserve natural resources and amenities; and protect and enhance community character. The key decisions that **the City of Paducah and McCracken County** make today will have a significant and lasting impact on the physical character, livability and economic attractiveness of the area for years to come.



PLANNING PHILOSOPHY

The KKC approach has six main elements:

- ◆ **Citizen-Driven.** Meaningful involvement of the community is absolutely essential for preparing a master plan that reflects local values and priorities and ensures broad-based support for plan implementation.
- ◆ **Effective Aid to Decision-Making.** The Master Plan must focus on the key issues in the community – current and emerging. The plan must provide the guidance necessary for community leaders to make informed, rational decisions.
- ◆ **End-User Orientation.** The Master Plan should be written with the user – elected and appointed officials, staff, citizens, and property and business owners – in mind.
- ◆ **Emphasis on Community Character.** Our experience has shown that one of the most commonly shared priorities across different communities is the protection, preservation and enhancement of an attractive and unique community character. As such, we help communities reinforce, rediscover or create what forms their character.
- ◆ **Think Green.** KKC is committed to pointing out the ways to engage itself and its clients actively in sustainable planning and design practices.
- ◆ **“Begin with the End in Mind.”** Implementation must be emphasized throughout the plan development process, from the outset and continuing through to plan adoption.

County’s rate of 16.6%. It is estimated that approximately 41% of renters in the City and County are moderately or severely cost burdened.

- ◆ In Paducah, the **share of people in poverty** decreased from 25.3% in 2010 to 21.8% by 2020. On the other hand, the County’s share of people in poverty showed only a minimal decrease from 15.3% in 2010 to 15.2% by 2020.
- ◆ A quarter of the County’s **civilian employed population** (age 16 years and older) works in educational services, health care and social assistance, followed by 15.6% in retail trade, and 10.7% in arts, entertainment, and recreation, and accommodation and food services positions.
- ◆ **Downtown Paducah continues to demonstrate its ongoing revitalization**, reflecting significant public and private investment over the last two decades. Lower Town Arts District and the Artist Relocation Program serve as a model for arts-oriented economic development, plus Paducah’s 2013 designation as a UNESCO City of Crafts and Folk Art make the city a vibrant community for residents and tourists alike.

APPROACH AND WORK PLAN

Through the phases and steps outlined below, Kendig Keast Collaborative (KKC) would assist the City and County to prepare an updated Comprehensive Plan for guiding the long-range evolution, development and enhancement of the Paducah/McCracken County area. Our approach has proven effective across a diversity of jurisdictions and settings, and we continue to refine specific aspects based on years of community planning practice. Our work efforts would build upon and benefit from relevant data and findings from other recent and concurrent City and County projects and studies. We would also plan to coordinate with other consultants and professional services providers engaged by the City and County in areas relevant to the work program. Our approach would also be consistent with all relevant provisions of the Kentucky Revised Statutes, specifically within Chapter 100 regarding the overall process, necessary background research, public input opportunities, interagency coordination, public hearing and adoption procedures, and the ultimate plan scope and content to ensure a sound and legally defensible Comprehensive Plan.

Project Administration

KKC would complete project management activities in coordination with the City/County Project Directors to ensure schedule adherence, cost control and quality assurance (e.g., monthly progress reports, detailed schedule for all meeting dates and deliverables, and frequent communication and coordination).

Project Start-Up Activities

We would coordinate closely with City/County staff on these initial activities:

- ◆ Project kick-off meeting (scope and timeline review, data needs, other logistics).
- ◆ Compilation of relevant data and mapping resources.
- ◆ Finalization of the community and leadership engagement strategy (per the specifications and activities on RFP page 8), to plan and facilitate a series of outreach activities (in-person, online and via social media) intended to engage the community’s public and private leadership, as well as residents, business owners, property owners, local organizations and others interested in setting strategic priorities for the community’s future. Also ensure necessary coordination with other external agencies and organizations.

Project Administration and Start-Up Deliverables

- ◆ Project kick-off materials, detailed project schedule and monthly progress reports.

PHASE 1: PADUCAH / McCRACKEN TODAY

We would compile and assess a base of information on the existing conditions and outlook for Paducah/McCracken County, focusing especially on key influences that will shape the area's future. This would provide background and assumptions to support needs assessment and long-range and strategic planning decisions throughout the comprehensive planning process. Work activities would include:

- ◆ Reviewing the City and County's current planning documents and land development regulations, including for potential areas of divergence.
- ◆ Identifying action items in previous plans that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
- ◆ Considering relevant regional trends, plans and projects that will influence the area over the planning horizon.
- ◆ Itemizing key opportunities, challenges and needs facing the area, using population and other socioeconomic indicator data from local sources, the U.S. Census Bureau (2020 and newer estimates) and other readily available sources to provide further context, including for the Paducah Micropolitan Statistical Area.
- ◆ Completing topic-specific background study and mapping, as appropriate, to provide an up-to-date overview of the area's physical context and historical and recent development. Drawing from data and information resources provided by the City and County, plus discussions with staff and other key contacts, considerations would include:
 - » The area's physical characteristics and context, including a general inventory of valued natural, historical and cultural assets and intact open space.
 - » Land use and development patterns and associated economic and real estate market factors (with staff support for available mapping/data on existing uses).
 - » Growth pattern and trends and associated management efforts, tools applied and resulting outcomes.
 - » Housing market conditions and housing stock in terms of availability, variety and affordability, along with neighborhood-level conditions and issues.
 - » Transportation system, traffic and safety conditions, and public transit status and needs (through the evaluations specified on RFP page 9).
 - » Water, wastewater and storm drainage systems (general condition and capacity, deficiencies and needs), along with the general status of other public services.
 - » Existing economic base and tax base conditions, along with successes and challenges for both economic development and redevelopment.
 - » Parks, recreation and open space assets, along with other City and County public facilities (general condition, deficiencies and needs).
 - » Development policies and regulations, public service capacities, and other physical and fiscal factors that influence community form and character and provide opportunities for or constraints to development and redevelopment.
- ◆ Completing field reconnaissance, with City and County staff and independently, to:
 - » Observe on-the-ground outcomes from previous plan implementation activities



MENU OF OUTREACH OPTIONS

KKC uses numerous techniques, customized to each project and client, to draw participation from all facets of the community. The list of proven successful options includes:

- ◆ Mobile meetings to take key groups “on the road” and consider actual locations and examples in real time.
- ◆ Small-group “living room sessions” hosted by citizen volunteers in their homes, especially to reach busy parents, seniors and homebound residents.
- ◆ Workplace lunch visits, especially to reach live-elsewhere workers.
- ◆ Interactive options for youth and adults integrated into popular community festivals and events.
- ◆ Hands-on “maps and markers” workshops and youth forums.
- ◆ Online community surveys and real-time surveys during events..
- ◆ Keypad voting for rapid feedback.
- ◆ “Meeting in a Box” kits to enable City staff and others to facilitate several potential levels of “DIY” outreach activities to supplement consultant team efforts.

Along with determining the most locally appropriate activities, KKC would also advise on potential ways, beyond traditional notice methods, to raise awareness and boost participation. This has even included having sanitation workers place door-knob hangers/flyers at every residence to preclude “nobody told me” complaints.

The most effective engagement strategies incorporate both “high-touch” and high-tech methods. The in-person activities build rapport, trust and a constituency of support. The online tools create larger networks and enable convenient interaction – leading to more frequent and ongoing engagement.

and application of development regulations, including land use compatibility, development quality, and community aesthetics and image.

- » Develop a photographic inventory for use during the project.
- » Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, etc.).

PHASE 1 Community and Leadership Engagement

All of the Phase 1 engagement activities would include discussions and exercises that will enable KKC to craft a **broad, unifying vision statement** on the City and County’s future aspirations for community enhancement. The vision would be further refined during the Plan Direction and Assumptions phase and then would guide the remainder of the Comprehensive Plan process during the Paducah/McCracken Tomorrow and Implementation phases.

- ◆ **Issues and Needs Joint Workshop 1.** Facilitate an initial, informal workshop involving the City Board of Commissioners, County Judge Executive and Fiscal Court, City and County Planning Commissions, and others, as appropriate. The workshop purpose is partly orientation to the plan process, but especially to obtain early leadership input and set direction and priorities for the effort.
- ◆ **Listening Sessions.** Coordinate with City/County staff to arrange and conduct a series of informal, one-hour small-group “listening sessions.” Some sessions may be targeted to stakeholders associated with a particular plan focus (e.g., economic development, parks and recreation, etc.) or a certain demographic (e.g., high school age youth, senior citizens, etc.) while other sessions could involve a mix of residents, business and property owners, public officials, developers/builders/realtors, representatives of community organizations, and others as identified by local officials and staff. In all cases, the intent is to discuss participants’ hopes, concerns and priorities for their community’s future. Each session should involve no more than 15-20 persons to ensure effective dialogue.

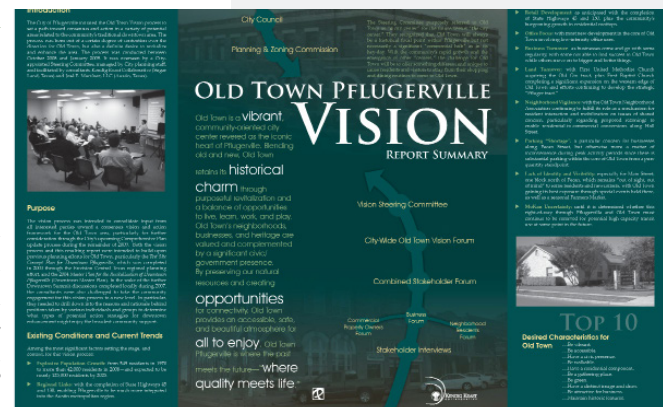
OPTIONAL TASK ACTIVITY: KKC would facilitate more small group sessions as additional budget resources allow, and to the extent they can be accommodated by extending the duration of planned project trips.

- ◆ **Public Forum on the Future of Paducah and McCracken County.** Coordinate with City/County staff to arrange and facilitate a area-wide public forum. This evening event is intended for broad public participation to obtain early input to the planning process from residents and other stakeholders, using a variety of interactive and hands-on engagement activities to avoid just another typical public meeting.
- ◆ **Advisory Committee Work Sessions.** Conduct one or more work sessions with a Comprehensive Plan Advisory Committee during the Paducah/McCracken Today phase, possibly to involve a mobile meeting approach to take the discussion “on the road” and consider actual community conditions and examples in real time. We would use each extended workshop meeting with the committee (typically two hours minimum on a weekday evening) to present and discuss interim draft materials for the planning effort. The committee would be charged with reviewing the draft materials and entering into discussion and debate on plan assumptions, themes and concepts, and an eventual community action agenda during the Paducah/McCracken Tomorrow phase. At least one elected official and one Planning Commission member from both City and County, and possibly more, should serve in liaison roles throughout the process.

- ◆ Developing a **project website** for the Comprehensive Plan process independent of but linked to the City and County websites. After creating the project website during the Paducah/McCracken Today phase, KKC would then coordinate with City/County staff throughout the project to develop project-related content and items to be posted on the website for public information purposes (e.g., upcoming public events, interim draft plan content/maps, other graphics and visuals, etc.). The timing and frequency of such posts would be linked to specific engagement activities and deliverable milestones. The City and County can direct users to the site and highlight new posts via their websites and social media outlets. A logo and tagline for the project would be developed in coordination with City/County staff for incorporation into the website design and use on other project documents, materials and presentations.
- ◆ **OPTIONAL TASK ACTIVITY:** KKC would prepare “meeting in a box” materials that would enable City/County staff or others, independent of the consultant team, to facilitate informal group discussions or lead other types of basic engagement activities that would expand overall community participation in the Comprehensive Plan effort, yield useful input, and do so in a consistent, structured way. KKC would prepare a new “meeting in the box” for the Paducah/McCracken Today and Paducah/McCracken Tomorrow phases of the Comprehensive Plan process. Summary results of such activities must be processed by those leading each activity (based on guidance included in the box) and transmitted back to KKC in an electronic format (i.e., Microsoft Word or Excel file template provided with the box materials) for ease of integration into overall engagement results for the Comprehensive Plan. KKC would also coordinate with City/County staff to ensure a reasonable upper limit on the number of such independently-led meetings and activities in line with the project budget.

PHASE 1 Deliverable

- ◆ The **Paducah/McCracken Today Report**, which would highlight key planning considerations emerging from our initial background studies and leadership and community involvement activities. The report would incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining text.



PHASE 2: PLAN DIRECTION AND ASSUMPTIONS

Through this transition phase, we would highlight our findings about Paducah/McCracken Today to set the stage for Phase 3, Paducah/McCracken Tomorrow. This would involve:

- ◆ Itemizing a core set of assumptions on which the Comprehensive Plan will be based (e.g., population expectations, projected service capacities, etc.);
- ◆ Stating community needs — ongoing, evolving and new — and highlighting key opportunities and challenges the area will face in the years ahead, which the plan must address, including a summary of related public and stakeholder input;
- ◆ Sharing a proposed community-based vision statement, reflecting core community values, and establishing a series of guiding principles for the plan that will be refined through the Paducah/McCracken Tomorrow phase; and
- ◆ Presenting the findings from an initial City and County regulatory evaluation.



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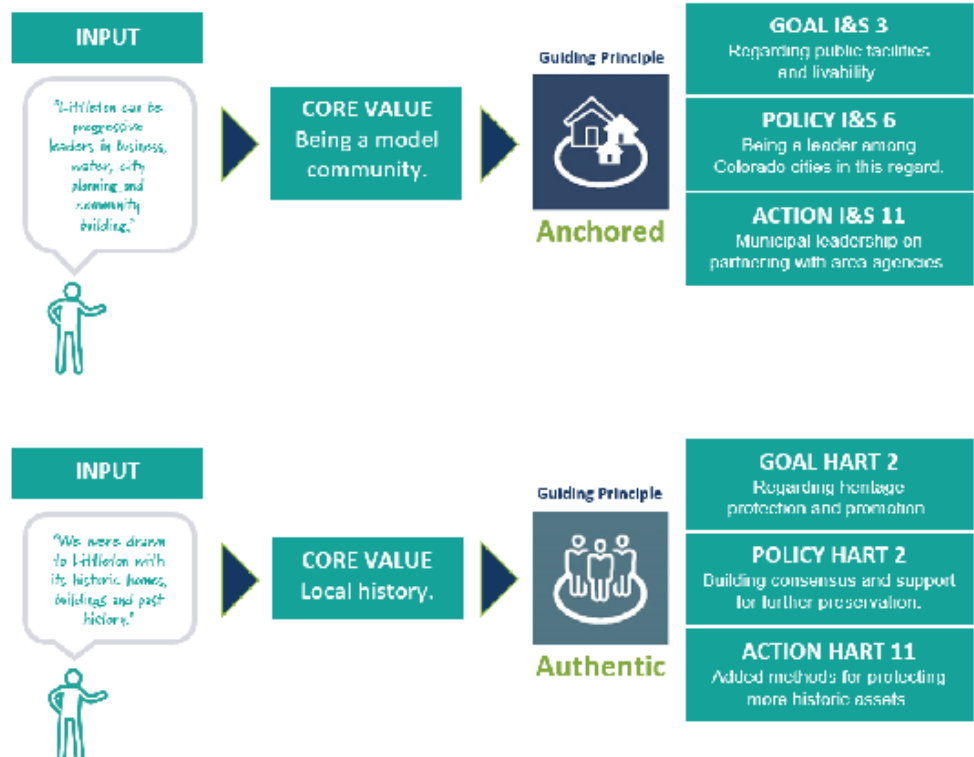
KKC illustration of Vision to Plan process during Comprehensive Plan effort in Littleton, Colorado.

CLIENT SUPPORT

In all of its client contracts, KKC includes an itemization of administrative and technical support services needed from client staff during the project, including:

- ◆ Client Project Director to coordinate with consultant.
- ◆ Transfer of relevant data, mapping, other resources.
- ◆ Arrangements to meet with client elected/appointed officials, staff.
- ◆ Contacts with other relevant agencies, organizations.
- ◆ Distribution of deliverables for review, coordination of comments.
- ◆ Public and media notifications.
- ◆ Posting of interim materials, updates on client website (if no project website).
- ◆ Advisory Committee support, logistics (as applicable).
- ◆ Summaries of pertinent meetings consultant does not attend.
- ◆ Public meeting/hearing arrangements, notices.

FROM INPUT AND VISION TO PLAN AND ACTION



PHASE 2 Community and Leadership Engagement

- ◆ **Joint Workshop 2.** KKC would facilitate this second joint workshop with the City Board of Commissioners, County Judge Executive and Fiscal Court, City and County Planning Commissions, and Advisory Committee to provide an overview of the Paducah/McCracken Today Report and seek feedback on the draft Plan Direction and Outline briefing paper. Based on the workshop results, we would then finalize the paper with City/County staff before work proceeds on the Paducah/McCracken Tomorrow phase.

PHASE 2 Deliverable

- ◆ **Plan Direction and Outline briefing paper**, which compiles the assumptions, key opportunities and challenges, and vision and guiding principles resulting from this phase, and provides a working outline of the Comprehensive Plan document to guide work efforts during the next phase.

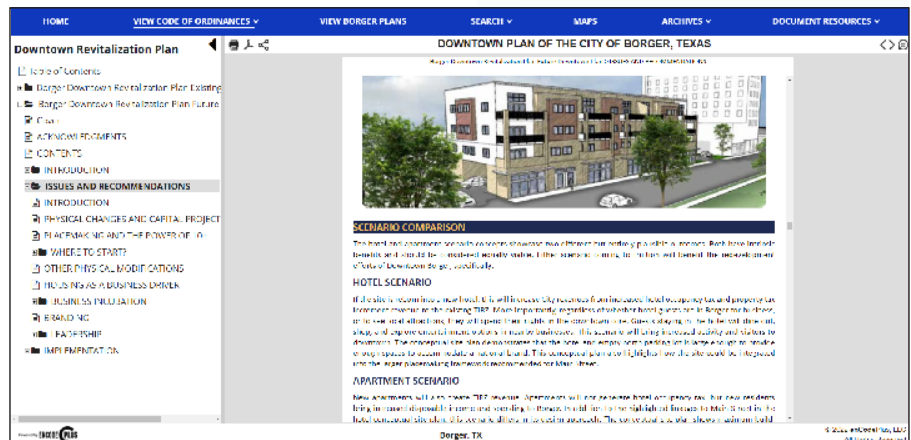
PHASE 3: PADUCAH / McCRACKEN TOMORROW

We would prepare and compile the draft Comprehensive Plan document through this phase, based on the plan outline finalized at the end of the Direction and Assumptions phase, plus further interaction with City/County officials, staff, residents and other stakeholders. The Paducah/McCracken Tomorrow portion would focus on key planning issues and considerations, a refined vision, guiding principles and associated community goals and objectives (revised and new), and a series of specific action items. Work activities would include:

- ◆ Assessing the long-range development outlook and context for Paducah and McCracken County, including consideration of post-COVID land use trends and variations from traditional practice. Drawing from results of the Paducah/

McCracken Today phase and discussions with staff and other key contacts, considerations would include:

- » Identification of areas available, most suitable and preferred for new growth and targeted reinvestment, taking into account potential constraints such as floodplains and other physical and environmental factors, existing land use and property ownership patterns, the transportation network, and infrastructure and public service capacities and availability.
- » A policy framework and associated strategies for coordinating growth management and future land use, applying KKC's Community Character methods, and ensuring linkages to infrastructure and service capacities, land use balance and residential density considerations, infill and redevelopment opportunities, economic development needs and socioeconomic factors, and rural/agricultural preservation and other resource conservation priorities.
- » Strategies for overcoming any identified barriers to local housing development, and for maintaining the integrity of existing neighborhoods (including through ongoing neighborhood-level planning) while setting appropriate standards for quality, sustainable new residential areas.
- » Ways to strengthen the area's economic base and tax base, and its "quality of place" appeal, through an area-wide economic development strategy (as specified on RFP page 9), including consideration of the general fiscal implications of future growth and development patterns and associated upgrades to or extension of public infrastructure and services.
- » A strategy for orderly improvement of the area transportation system, considering not only facilities for automobiles but also pedestrian/bicycle circulation, transit and alternative transportation options (through the work activities specified on RFP page 9).
- » The general capacity outlook for the area's water, wastewater and storm drainage systems, planning-level improvement needs and their approximate timing based on projected growth and potential redevelopment activity (setting the stage for more detailed system master planning per RFP page 9), and opportunities to incorporate Low Impact Development (LID) and green infrastructure design practices to boost the area's sustainability and resiliency, along with energy conservation and alternative energy strategies.
- » Priorities for enhancing the area's park, trail and recreation sites (as specified on RFP page 9), promoting connectivity and healthy lifestyles for residents, and considering all forms of amenities and leisure, entertainment and cultural activities that contribute to community livability and appeal.
- » Place-making, urban design and image/appearance opportunities in terms of development quality along high-profile roadways and at "gateway" locations, beautification efforts within public areas, and preservation of valued natural/cultural/historical amenities – all synced with community branding efforts.





- ◆ Preparing a new county-wide Future Land Use and Character Map that visually depicts the area's general development pattern and open space preservation intent for the years ahead, thereby providing essential public policy support for the City and County's development regulations and other growth guidance tools and activities.

PHASE 3 Community and Leadership Engagement

- ◆ **Advisory Committee Work Sessions.** Conduct up to four Advisory Committee meetings during this phase to present, discuss and refine interim draft Paducah/McCracken Tomorrow content.

OPTIONAL TASK ACTIVITY: KKC would facilitate additional Advisory Committee work sessions as additional budget resources allow, to enable more in-depth discussion of draft plan content and considerations.

PHASE 3 Deliverables

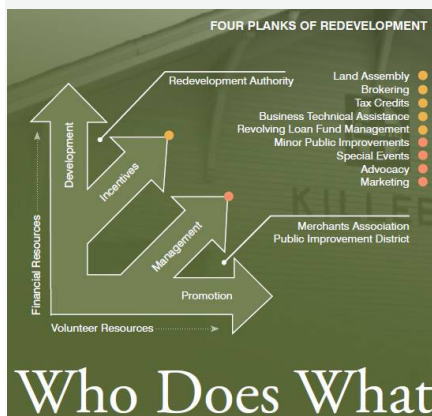
- ◆ **Draft Paducah/McCracken Tomorrow portion of Comprehensive Plan,** including the new Future Land Use and Character Map, as developed incrementally through the Advisory Committee process.
- ◆ **Paducah/McCracken Tomorrow Vision Statement,** which would be included and highlighted within the Paducah/McCracken Tomorrow portion of the plan but formatted in such a way that it can be printed as a stand-alone handout. The vision statement would be synthesized from leadership and community input and feedback received during the engagement activities and workshops during Phases 1 and 2. As part of ultimate plan adoption, the vision statement should be found to be representative of a cross-section of the community, and it should align with and strengthen existing community partnerships.

PHASE 4: PLAN IMPLEMENTATION

Informed by the Paducah/McCracken Tomorrow Phase, we would coordinate with City/County staff to compile potential action items that are near-term and strategic in nature so they may be addressed in more detail and prioritized through the final joint workshop in this phase. The Implementation element of the plan would also:

- ◆ Clarify the respective implementation roles of City and County officials, boards/commissions and staff.
- ◆ Highlight opportunities for the City and County to coordinate their implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
- ◆ Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, using specific action metrics and benchmarks where appropriate, and for completing future plan reviews and updates at appropriate milestones.

KKC would also complete a more in-depth evaluation of the potential effectiveness of the City and County's current development regulations and standards/guidelines relative to goals and action items in the draft Comprehensive Plan that would likely require regulation to implement. Summary findings would be compiled in memorandum form along with recommended substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes.



PHASE 4 Community and Leadership Engagement

- ◆ **Public Open House Event.** Coordinate with City/County staff to arrange and host an Open House through which the public could view displays, hear an overview presentation, and interact with the City and County's planning consultants and staff in an informal atmosphere prior to formal public hearings. Community input and feedback would be obtained on the potential near-term action priorities in the draft Comprehensive Plan to be covered in Joint Workshop 3.
- ◆ **OPTIONAL TASK ACTIVITY: KKC would coordinate with City/County staff to arrange and host a series of mobile "Take the Plan to Them" events at places where people already gather or come and go in large numbers (e.g., coffee spot, fitness center, grocery store entry, library, etc.) rather than the typical "Come to Us" open house at a standard public meeting venue. Along with a set of mobile displays on the draft plan, the events would be designed for quick, informal interactions and then directing people to online resources for viewing the plan in more depth prior to formal public hearings. Feedback would especially be obtained on the potential near-term action priorities to be covered in Joint Workshop 3.**
- ◆ **Joint Workshop 3.** Provide an overview of the overall draft plan, build consensus on near-term action priorities, and discuss related implementation tools and logistics with the City Board of Commissioners, County Judge Executive and Fiscal Court, City and County Planning Commissions, and Advisory Committee, and City/County management and staff.

PHASE 4 Deliverable

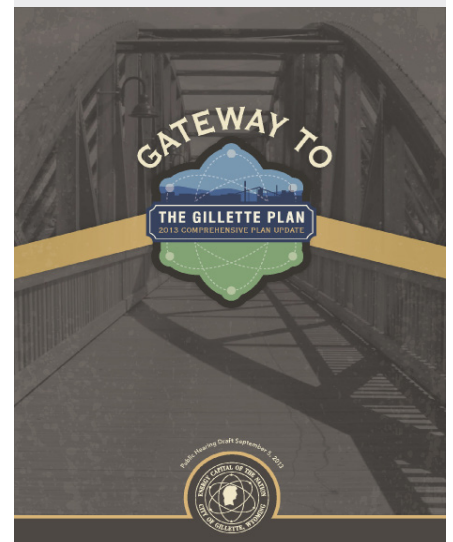
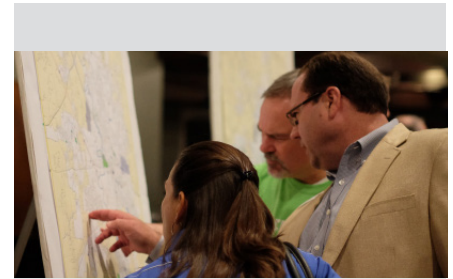
- ◆ **Implementation section** to add to the overall Comprehensive Plan package.

PHASE 5: FINALIZATION AND ADOPTION

Following the final joint workshop in the Plan Implementation phase, we would coordinate with City/County staff to compile a revised Hearing Draft version of the proposed Comprehensive Plan for public hearing and official consideration. Then, following adoption, we would produce the as-adopted version of the Comprehensive Plan, reflecting all further adjustments made through final review and deliberation.

PHASE 5 Community and Leadership Engagement

- ◆ **Joint Planning Commissions Public Hearing.** In coordination with City/County staff, present highlights of the final proposed Comprehensive Plan at a joint public hearing before both the City and County Planning Commissions (as feasible, unless separate City and County hearings are deemed more appropriate), and assist in responding to public comments and questions. Then proceed into a Planning Commissions workshop (also conducted jointly, as appropriate), immediately after the hearing, to identify any revisions the Commissions may suggest before making a recommendation of plan adoption to their respective elected bodies.
- ◆ **Joint Public Hearings Before City Board of Commissioners and County Judge Executive and Fiscal Court.** In coordination with City/County staff, present highlights of the final recommended plan at a joint public hearing before both governing bodies (as feasible, unless separate City and County hearings are deemed



HIGH QUALITY DELIVERABLES

KKC is known for plan documents that are not only sound in content and for decision-making guidance, but are visually appealing, inspirational and capture the spirit of a community.



KENDIG KEAST
COLLABORATIVE

PLAN FORMAT OPTIONS

KKC now creates and publishes nearly all its new Comprehensive Plans on its **WebPlan platform for online, interactive plans**. However, some clients still prefer to maintain and access their plan content in **traditional Word documents**, which can also be posted and disseminated as PDFs. In other cases, KKC planners and document designers use the Adobe Creative Suite to prepare attractive plan documents and summaries within **InDesign**. KKC would offer all of these options to the City of Paducah and McCracken County and be prepared to discuss the associated logistics and cost considerations at the appropriate point in the consultant selection process.

more appropriate), and assist in responding to public comments and questions, as appropriate, before each governing body considers plan adoption.

PHASE 5 Deliverables

- ◆ **Hearing Draft version** of the final proposed Comprehensive Plan, in PDF format, for printing, distribution and website posting – or available online via WebPlan (if used in the project) for official and public review prior to the public hearing phase.
- ◆ **Compilation of further potential revisions** to the Hearing Draft version, prior to the governing bodies hearing(s), to highlight any further plan adjustments recommended by the Planning Commissions as part of their recommendation of adoption.
- ◆ **OPTIONAL TASK ACTIVITY: KKC would prepare a stylized summary of the new Comprehensive Plan. The summary would be created either as a stand-alone document for printing, or within WebPlan (if used in the project) and designed as a “gateway” to the full online plan, and set up for export to PDF along with online viewing. The level of content and design would emphasize accessibility for the lay reader and a distinctive visual appeal as these publications also often serve as valuable marketing collateral and a profile-raising piece for the community. The summary would highlight key action steps to be pursued in the years ahead in accordance with the plan.**
- ◆ One **master printed original** of the final adopted Comprehensive Plan, including all maps and illustrations, provided in a binder for ease of reference and updating. Or, if WebPlan is used in the project, electronic files for any elements of the final plan document that are not already built into the online plan version in WebPlan, all GIS/map-related files in ESRI-compatible formats as specified by the City and County, and a master Adobe PDF file containing the entire final adopted plan.

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SCHEDULING PHILOSOPHY

A project schedule should be aggressive enough to ensure steady progress and maintain interest but not so fast-paced that participants in the process feel rushed in their deliberations or ability to offer input.

G. PROJECT SCHEDULE

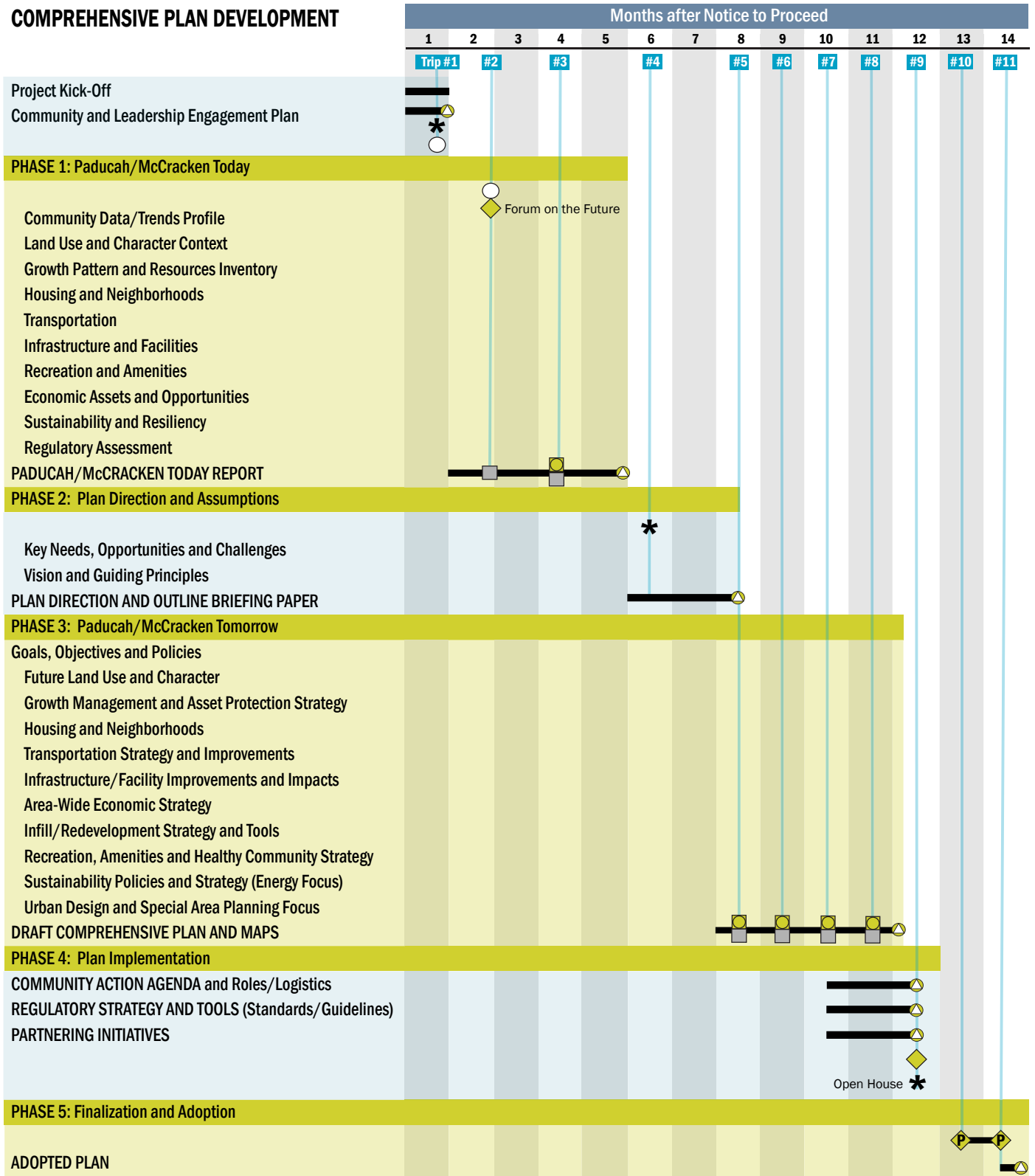
The Project Schedule graphic on the next page illustrates the project phases and their durations, along with the timing of the principal community engagement activities and other project meetings, workshops and pre-adoption public hearings, and when the major deliverables will occur. No variations from the RFP timeline are proposed.

Project Schedule Detail

The table below addresses certain Project Schedule specifics requested in the RFP, recognizing that the durations of various activities (in the In Months column) will overlap within the overall 12-14 month anticipated timeline.

Major Activities for Time Allocation	In Months	Percent of Total Workload
Listening Sessions	2	4
Forum on the Future of Paducah/McCracken County	1	3
Open House at Draft Plan stage	1	2
Comprehensive Plan Advisory Committee meetings	6	9
Project website and other public information updates	13	5
Paducah/McCracken Today Report	4	18
Plan Direction and Assumptions Briefing Paper	2	7
Paducah/McCracken Tomorrow portion of plan	4	25
Plan Implementation portion of plan	2	12
Map production (during Today and Tomorrow phases)	10	7
Preparation of Hearing Draft of Comprehensive Plan	2	5
Preparation of final Comprehensive Plan	1	3

COMPREHENSIVE PLAN DEVELOPMENT



Symbol Key:

Task Duration	Deliverable	Listening Sessions	Comprehensive Plan Advisory Committee (CPAC)	Staff Work Session	Community Outreach Activity	Governing Bodies/Planning Commissions Joint Workshop	Public Hearings

Project Team Organization Chart



H. PROJECT MANAGEMENT

The organization chart on this page illustrates the proposed KKC project management and other key personnel from both KKC and subconsultant KEG, with the assigned roles for each individual.

Location of Project Management

Consistent with KKC's "two-deep" project management approach that applies across its national planning practice, KKC President Gary Mitchell will be a "hands-on" manager of the overall process and consultant team from KKC's Houston-area headquarters location in Sugar Land, Texas, coordinating daily and throughout with Deputy Project Manager and KKC Senior Associate Steve Sizemore, who is based in KKC's office in Louisville, Kentucky. Gary will be the primary point-of-contact for the City and County project directors, backed up regularly by Steve and especially if and when Gary is attending to other commitments.



Matrix of Key Personnel's Shared Project Experience

The table on the next page demonstrates the depth of our assembled multidiscipline team for this project. Our assigned personnel will apply skills gained through both their public sector and consulting experience that are relevant to the anticipated Paducah/McCracken County joint Comprehensive Plan effort based on the RFP description.

Kaskaskia Engineering Group, LLC Project Personnel

Geri E. Boyer, PE
Transportation and Infrastructure

Kent Ahrenholtz, PE
Transportation Planning

Bryan Veale, PE
Utility Coordinator

Molly Barletta
Environmental Planning

Project Professionals Skills Matrix														
Experience and Knowledge Area	Kendig Keast Collaborative										Kaskaskia Engineering Group			
	Gary Mitchell, FAICP	Steve Sizemore, AICP	Ashley Woolsey	Greg Flisram, CEcD	Marcia Boyle, AICP	Janis Burall, AICP	Jennifer Mak, AIA, NCARB, LEED Green Associate	Luis Mercado	Missy Quigley, JD	Sharon Cadena	Geri Boyer, PE	Kent Ahrenholtz, PE	Bryan Veale, PE	Molly Barletta
Project Management	√	√	√	√	√	√	√			√	√	√	√	√
Comprehensive Planning	√	√	√	√	√	√	√			√	√	√	√	√
Community Character, Urban Design and Density	√	√	√	√	√	√	√	√	√					
Land Use Planning	√	√	√	√	√	√		√						√
Community Engagement, Participation, Education	√	√	√	√	√	√	√				√	√	√	√
Community Visioning	√	√		√	√	√	√				√			
Socioeconomic Profiles	√	√	√	√	√	√	√							√
Growth Management and Annexation Planning	√	√		√		√		√			√	√	√	
Housing and Neighborhood Strategies	√	√		√	√									
Transportation and Mobility Planning	√	√		√	√	√					√	√	√	√
Utilities and Infrastructure (Water, Wastewater)	√			√	√	√	√				√	√	√	
Public Facilities, Services and Public Safety	√	√		√	√		√	√			√	√	√	√
Sustainability, Resiliency and Capacity Planning	√	√	√	√	√		√		√		√	√	√	√
Heritage Planning (Cultural Resources / Historic Preservation)	√	√		√	√				√					√
Stormwater Planning and Drainage	√	√									√	√		√
Environmental Planning	√	√			√	√	√				√	√	√	√
Alternative Energy and Energy Conservation		√					√					√		
Economic Development, Redevelopment and Infill	√	√		√	√		√		√					
Healthy Communities	√	√			√	√	√				√			
Parks and Open Space Planning	√	√		√	√	√	√	√			√			
Recreational Trails and Bikeways Planning	√	√			√	√	√				√		√	√
GIS/Data Management		√				√		√						
Corridor and Special Area Planning	√	√	√	√	√	√	√	√			√	√	√	√
Zoning, Subdivision and Development Regulations	√	√	√	√	√			√	√					√
Site Planning, Streetscaping and Landscape Architecture	√	√		√	√		√	√			√	√	√	√
Design Guidelines	√	√	√	√	√		√	√	√		√	√	√	
Web Design/Graphic Design					√		√			√				
Code Graphics					√			√		√				

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APPENDIX A

SIGNATURE/CERTIFICATION

This proposal is signed by Gary Mitchell, FAICP. As the President of Kendig Keast Collaborative, Gary has the authority to contractually bind the company. Our offer stands firm for a 90-day period from the submittal deadline of November 2, 2022.

Gary may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

Gary Mitchell, FAICP
President, Kendig Keast Collaborative
1415 Highway 6 South, Suite A-300
Sugar Land, TX 77478
gary@kendigkeast.com
(281) 721-4105

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APPENDIX B

RESUMES OF KEY PROJECT PERSONNEL

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Gary Mitchell, FAICP

President, KKC



Gary brings professional planning experience at the city, county and regional levels since 1989. Working as a community planning consultant since 1999, he is particularly adept at facilitating advisory committee processes, leading strategic planning workshops, and involving leaders and residents in planning initiatives.

Gary regularly leads high-profile engagements in a variety of settings, addressing the gamut of community planning issues down to the corridor, district and neighborhood levels.

Topics addressed include land use, transportation, growth management and annexation, housing, economic development, infrastructure, community facilities, public services, bicycle/pedestrian circulation, parking, downtown revitalization, neighborhood conservation, environmental and cultural resources, park systems and trail networks, historic preservation, urban design, and transit-supportive station area planning.

His portfolio includes 60+ comprehensive plans—in communities ranging from 2,000 to 200,000 people—and his consulting work has taken him to 19 states (Arizona, Arkansas, Colorado, Florida, Illinois, Kansas, Louisiana, Michigan, Mississippi, Nebraska, New Jersey, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Utah and Wyoming). Besides helping communities consider their long-range outlook and establish goals, policies and an action agenda, Gary enjoys moving beyond planning into meaningful implementation efforts. This includes work on zoning and other development codes, capital improvements planning, annexation assessments and planning, and pursuit of grant funds.

Gary began his public sector career as a Rockland County planner in New York's Hudson River Valley. Later he progressed to Chief Regional Planner for the Houston-Galveston Area Council, a metropolitan planning agency covering 13 counties with 4.5 million residents and 150 local governments (as of 1999). During Gary's time in consulting, 14 communities he has assisted have received awards from divisions of the American Planning Association (APA) as outstanding examples of urban planning. Gary has served in leadership positions with both the Texas Chapter and Houston Section of APA. He also lectured in the Texas A&M Department of Landscape Architecture & Urban Planning, co-teaching the Plan Implementation course for Master of Urban Planning candidates.

Fellow of the American Institute of Certified Planners

In 2020, Gary was selected by his peers for induction into the **AICP College of Fellows**, the highest honor the American Institute of Certified Planners bestows. At the time, the College had approximately 600 members nationwide.

The FAICP honor recognizes the achievements and leadership of the professional as a model planner with outstanding contributions to planning and society over an extended period of time. "The outcomes of their individual efforts left demonstrably significant and transformational improvements to the field of planning and the communities they served."



PROJECT MANAGER

**Engagement and Vision,
Growth Management, Land Use and
Community Character**

EDUCATION

- ◆ Master of Urban Planning, Texas A&M University, 1988
- ◆ B.A., Economics (with Highest Honors), University of Texas at Austin, 1986

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners, #8987, 1991

PROFESSIONAL AFFILIATIONS

- ◆ American Planning Association (APA) – Texas Chapter Treasurer
- ◆ Chair, Professional Advisory Council, Texas A&M University Master of Urban Planning Program
- ◆ Phi Beta Kappa
- ◆ Omicron Delta Epsilon International Honor Society for Economics
- ◆ Tau Sigma Delta Honor Society for Architecture and Allied Arts

PRESENTATIONS

- ◆ *Growing and Strengthening Your Downtown*, Bringing Back Main Street Downtown Revitalization Summit, Houston-Galveston Area Council (H-GAC), 2019
- ◆ *What We Build and How We Get There: The Land Use-Transportation Connection*, Texas APA, 2018
- ◆ *Prospects for PDs: State of the Practice*, Texas APA, 2017
- ◆ *Developing Effective Public Engagement Plans*, H-GAC Planning Workshop, 2016
- ◆ *Bringing It All Together: How Can Communities Realize Their Potential*, H-GAC Planning Workshop, 2015
- ◆ *Designing with Nature*, H-GAC Planning for Sustainable Growth Workshop, 2010



KENDIG KEAST
COLLABORATIVE

DEPUTY PROJECT MANAGER

**Engagement, Housing and
Neighborhoods, Sustainability
Practices/Coding**

EDUCATION

- ◆ Doctor of Philosophy, Urban and Public Affairs, University of Louisville, 2019
- ◆ Master of Community Planning, University of Cincinnati, 2004
- ◆ Bachelor of Arts, Kinesiology, University of Kentucky, 1997

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners (AICP), #022374, 2008

PROFESSIONAL AFFILIATION

- ◆ American Planning Association (APA)

PRESENTATIONS

- ◆ American Planning Association Indiana Chapter (APA-IN) Fall Conference, October 2021, *Hoosier Housing Roundtable*
- ◆ Ohio Kentucky Indiana (OKI) Regional Planning Conference in October 2016, *The Role of Engaged Universities in Promoting Positive Community Outcomes*
- ◆ Kentucky Chapter of the American Planning Association (KAPA) Spring Conference in May 2016, *Planning Communities of Opportunity: Why Two Key 2015 Federal Housing Decisions Matter*
- ◆ American Planning Association (APA), National Conference in April 2015, *Transforming Louisville's Built Environment*
- ◆ Louisiana Smart Growth Summit in November 2012, *Making Postcard Places: Infrastructure's Role in Economic Development and Parks and Rec: The Role of Parks in Our Communities*
- ◆ Ohio Kentucky Indiana (OKI) Regional Planning Conference in September 2012, *Planning Beyond the Path: Maximizing Trail Impact for Communities*

Steve Sizemore, Ph.D, AICP

Senior Associate, KKC



Steve joined KKC as a Senior Associate in our Kentucky/Indiana office in 2019, following many years as a professional planner in the public sector where he has focused his career on advocating for healthy, sustainable and equitable approaches to city planning. He recently achieved his Ph.D. at the University of Louisville in the Urban and Public Affairs program with a specialization in planning. His doctoral dissertation analyzed local government policy in response to the affirmatively furthering fair housing provision of the 1968 Fair Housing Act. In his public sector experience, Steve has held roles focused on neighborhood and long-range

planning, conservation planning, code writing, active transportation, affordable housing, and healthy city approaches.

In his public sector experience, Steve worked as a Senior Planner for Louisville (KY) Metro Government in multiple roles, including many years on the neighborhood and long-range planning team. In this capacity, he applied his skills of community engagement, project management, GIS and data analysis, and aligning best practices with the unique challenges of each plan's context. Steve also co-authored Louisville's conservation subdivision regulations where he performed extensive research, negotiated innovative solutions, and helped foster its successful adoption as a regulation. In other roles with Louisville Metro, he played a fundamental role on the leadership team in Move Louisville, the city's first multi-modal transportation plan in over 20 years. He also played a critical role advancing the Louisville Loop project, a 100-mile plus shared-use path encircling Louisville. Steve guided the strategic direction and operational planning process to ensure the Louisville Loop's resiliency for the long-term.

Steve's primary work characteristic is his devotion to promoting the concept that all plans and regulations should foster desirable community character while also serving to enhance healthy, resilient, and equitable outcomes for all citizens. He has demonstrated his dedication to these principles through his decade-plus public sector work, education training, research, and teaching. Between 2007 and 2015 he served as adjunct faculty in the University of Louisville's Masters of Urban Planning program where he taught courses on planning history, planning theory, neighborhood planning, and helped leading studio courses.

Steve has spoken at national planning conferences along with regional conferences in Kentucky, Ohio, and Louisiana on neighborhood planning, active transportation, fair and affordable housing, and conservation subdivisions.

Steve recently co-authored "HUD's Sustainable Communities Initiative: An Emerging Model of Place-Based Federal Policy and Collaborative Capacity Building" for Cityscape in 2017. He also authored a chapter of The Commissioner: A Publication of the American Planning Association in 2009 titled "Developing a Walkability Plan".

Having resided in South America for a time, Steve is proficient in speaking Spanish.

Ashley Woolsey

Associate, KKC



Ashley brings to Kendig Keast Collaborative (KKC) practical experience from the public sector, specifically in roles administering zoning and subdivision regulations, conducting development reviews, and updating community zoning ordinances. She also has project experience in parks and recreation planning.

Ashley joined KKC the Southern Indiana/Kentucky office as an Associate in 2019 and is based in Louisville, Kentucky. Ashley is an excellent communicator and brings her credentials in language arts to crafting easy-to-understand standards and regulations for variety of projects including zoning ordinances, subdivision regulations, unified development codes, and planned development districts. She was the primary author for the update to Freeport, TX's zoning ordinance and subdivision regulations and has worked on projects for several communities including Ascension Parish, LA; Chesterfield County and Harrisonburg, VA; Borger, Early, Edinburg, Fulshear, Grand Prairie, Jasper, Liberty, and Lubbock, TX; Harrisburg, NC; and Littleton, CO. Ashley has also created supplemental development guidebooks for Harrisburg, NC and Borger, TX.

Prior to her time with Kendig Keast Collaborative (KKC), Ashley worked for in the planning department for the City of Clarksville, IN, then subsequently for the City of Jeffersonville, IN as the Zoning Administrator. In these positions she processed and reviewed a variety of smaller development applications for accessory structures, sign permits, and special events. She also conducted reviews and wrote staff reports for more significant development applications (site development plans, variance requests, and subdivision plats) which she then presented to the Planning and Zoning Commission or the Board of Adjustment. In Clarksville, she coordinated bi-weekly technical review committee meetings with multiple department heads and applicants. In Jeffersonville, Ashley was the point of contact for potential applicants and outlined the development process during pre-conference meetings.

During her tenure in the public sector, Ashley saw first-hand the problems that arise with outdated or unclear regulations. She understands the daily reality of administering zoning regulations and how crucial it is for the regulations to be explicitly written and consistently interpreted so expectations are well-defined. She found the opportunities to update or correct pieces of the codes very rewarding, especially the mutual benefit to the municipalities for whom she worked as well as the developers working within them. Ashley is passionate about working with communities to create efficient, user-friendly development regulations that can be effectively administered by staff while achieving desired, high-quality outcomes.

Ashley has spoken at Indiana's planning conference about optimizing residential zoning regulations and streamlining approval procedures.

Engagement, Existing Land Use, Regulations Evaluation

EDUCATION

- ◆ Master of Urban Planning, University of Louisville, 2017
- ◆ Bachelor of Arts, English and Political Science, Bellarmine University, 2013

PROFESSIONAL AFFILIATION

- ◆ American Planning Association (APA)

PRESENTATIONS

- ◆ *Streamlining Your Residential Zoning Code*, Indiana Chapter Conference of the APA, March 2022



Economic Development, Redevelopment

EDUCATION

- ◆ Master of Urban Planning, School of Architecture and Urban Planning, University of Wisconsin-Milwaukee
- ◆ Graduate Studies, Urban and Regional Planning and Design, College of Environmental Design, California State Polytechnic University
- ◆ B.A. Economics, University of Wisconsin-Milwaukee

PROFESSIONAL AFFILIATIONS

- ◆ Member, American Planning Association (APA), Wisconsin and Michigan Chapters
- ◆ Member, Urban Land Institute (ULI)
- ◆ International Economic Development Council (IEDC) Certified Economic Developer

PRESENTATIONS

- ◆ Milwaukee Downtown Rotary Club, May 2007
- ◆ Metro Milwaukee Association of Commerce, August 2006
- ◆ Wisconsin APA Conference, April 2003
- ◆ Michigan Association of Planning Conference, September 1999
- ◆ Michigan Municipal League Conference, May 1998

PUBLICATIONS

- ◆ *"Northern Exposure: New Sports District For Wisconsin's Bay Area."* Next American City, 2009 (publication pending)
- ◆ *"The New Garden Cities."* Planning Magazine (scheduled August 2009)
- ◆ *"Putting The Funk In Functional."* Planning Magazine, 2008
- ◆ *"Harboring Ambitions: New Horizons For Great Lakes Ports."* Planning Magazine, 2008

Greg Flisram, CEcD

Special Advisor for Redevelopment/Revitalization, KKC



Greg has professional planning experience spanning a broad spectrum of work since 2001, including: comprehensive planning, corridor planning, redevelopment planning, urban design, community and economic development, historic preservation, and plan implementation. Greg's professional orientation is toward project implementation; he brings the perspective of someone who not only plans, but also does. He also brings a broad range of hands-on professional experience having worked in the public, private, and nonprofit sectors. Greg has published numerous articles in national publications such as *Planning* and *Urban Land* magazines.

Greg's work has ranged from the development of regional economic positioning initiatives; to district marketing and promotional strategies; to neighborhood and corridor plans; to the structuring of public-private partnerships. He has also managed numerous corridor economic repositioning/redevelopment projects, including major projects in metro Milwaukee and Madison, WI, Chicago, IL, St. Louis, MO, and Lansing, MI. Greg has proven himself to be an effective redevelopment project manager with a knack for translating ideas into concrete actions. In addition to having managing numerous physical planning and urban design plans, his professional experience also includes a deep understanding of the mechanics of 'ground-level' real estate development projects. He has a deep working understanding of the major tools of urban (re)development including TIF, BIDs, revenue bonds, and myriad forms of tax credits and public-private deal structures.

Greg has experience with the Cities of Kansas City, MO and Green Bay, WI Economic Development Corporations and with a national non-profit corporation. His main activities have involved developing and managing project-specific initiatives and collaborations among municipal leaders, private corporations, real estate professionals, and NGOs. This work has involved a broad variety of planning, project management, and project implementation activities geared toward achieving visible and lasting results in highly distressed urban neighborhoods.

His recent KKC projects include:

- ◆ Sandy City, UT Stadium Village Master Plan
- ◆ Fremont, NE Comprehensive Plan Economic Development Strategy and Energy Element
- ◆ Cuero, TX Downtown Area Plan
- ◆ Ponca City, OK Comprehensive Plan Economic Development Element
- ◆ Carbondale, IL Comprehensive Plan Economic Development Element
- ◆ Killeen, TX Downtown Master Plan
- ◆ Florence, SC Downtown Master Plan and Update
- ◆ Valparaiso, IN U.S. 30 Corridor Master Plan

Marcia Boyle, AICP

Urban Designer, KKC



Marcia's work focuses on creating and implementing design tools that recognize and promote unique community character. To understand the community's assets and vision for the future, she engages residents through a variety of hands-on activities in design charrettes, workshops, online visual preferencing surveys, and open house events. Her work often highlights the importance of the historic structures, landscapes, and character of a place to build into the vision for the future. Marcia's experience in the public and private sectors ensures a commitment to selecting and creating the

appropriate design tools while ensuring the tools will be easy to use and implement by all groups involved.

Marcia joined Kendig Keast Collaborative (KKC) as an Urban Designer in 2021 and is based in Pittsburgh, PA. She works on urban design and historic preservation project components for a range of projects including zoning and land development codes, comprehensive plans, historic preservation plans, and historic district design guidelines for clients nationwide.

During graduate school, Marcia worked in the public sector as a Historic Preservation Coordinator for the City of Madison, Indiana. In this position, she worked alongside the Historic District Board of Review to review and grant Certificate of Appropriateness applications, managed the Preservation & Community Enhancement Grant Program, and assisted community members in determining appropriate alterations to historic buildings. As part of her Master's thesis, Marcia worked with the City of Washington, Illinois to evaluate the potential of designating the downtown to the National Register of Historic Places. Simultaneously, she assisted in the adoption of the local downtown historic district and wrote the Washington Square Commercial Historic District Review Design Guidelines for use by the Washington Historic Preservation Commission.

After graduate school, Marcia began her professional career at Winter & Company, a nationally recognized urban planning, historic preservation and urban design firm in Boulder, Colorado. As an Associate Planner with the firm, Marcia worked on a variety of projects including neighborhood plans, zoning codes, urban design guidelines, historic preservation ordinances, historic preservation plans, historic district design guidelines, and historic district certificate of appropriateness review. In all projects, Marcia worked closely with community members to determine the appropriate tools and strategies to implement their vision. In order to fully understand this vision, Marcia often led hands-on workshops with a range of activities including strengths and opportunity identification; visual preferencing activities; site and building plan cut and paste; and recording feedback through text, maps, and sketching. Marcia then translated this input to the appropriate documents and presented to staff, community members, and elected officials. She recognizes the importance of employing a range of public outreach tools to reach as many community members as possible in order to create a product tailored to the community at hand.

Engagement, Historic Assets/ Preservation, Urban Design, Community Profile

EDUCATION

- ◆ Master of Urban Planning, University of Illinois at Urbana-Champaign, 2016
- ◆ Bachelor of Arts, Studio Art and "Design for Social Spaces", St. Olaf College, 2014

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners (AICP), #32882, 2020

PROFESSIONAL AFFILIATION

- ◆ American Planning Association (APA)

PRESENTATIONS

- ◆ *Developing Partnerships Between Preservation & Archaeology to Increase Public Engagement*, Colorado Preservation Inc Conference, February 2019
- ◆ *Downtown Design*, Texas Downtown Association: Downtown Summer Camp, July 2021



KENDIG KEAST
COLLABORATIVE

GIS Mapping and Analysis, Natural Resources

EDUCATION

- ◆ B.F.A, Advertising Art, University of North Texas, with minors in Computer Science and Technical Communication.

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners, #022528

PROFESSIONAL AFFILIATION

- ◆ American Planning Association.

Janis Burall, AICP Senior Associate, KKC



As a planner, Janis has scoped, budgeted, and managed projects, conducted stakeholder interviews and facilitated public meetings, and written technical reports and authored plan elements for various projects.

However, Janis's focus for most of her decades of planning experience has been in applying concepts of Geographic Information Systems (GIS) to community and urban planning projects. She has designed and integrated spatial databases for infrastructure inventories, transportation feasibility studies and corridor alternatives analysis, demographic and socioeconomic analysis, growth management and land use analysis, market and service area analysis, and environmental impact statements. Project scales have ranged from small-area studies like downtown parking inventories to multi-corridor planning projects which spanned the U.S. from coast to coast.

Janis has routinely been a GIS task leader for data collection, data conversion, and database development. She has conducted data needs assessments, developed methodologies for geographic analysis, and provided maps and map viewers for enhanced visualization. She has also developed digital map templates for subconsultants and has overseen map production by other GIS staff throughout a project's lifecycle.

A large part of Janis's diverse experience has been in support of Comprehensive Plans and Zoning Ordinance development. She has developed numerous future land use plans and thoroughfare plans, and created many maps showing annexation histories, infrastructure service gaps, and traffic volumes. She has created parkland and open space inventories and performed service area analysis for many parks plans. She has prepared field maps for land use inventories and from them, prepared many Official Zoning Ordinance Maps and atlases.

As a GIS Manager at a municipal engineering firm, Janis's clients were from both the public and private sector. She leveraged GIS to provide a more comprehensive design environment for preliminary engineering projects by improving access to data on existing conditions and increasing visualization capabilities.

Previous to that, Janis was a Regional Coordinator of GIS Services at an international planning and engineering consulting firm, where she managed community planning-related projects and led GIS-related tasks for all types of planning projects, coordinating with staff in other disciplines and offices, and national and international clients. Typical tasks included the integration of GIS, CADD, and imagery into project databases; using spatial analysis to investigate existing conditions, service gaps, development suitability, environmental constraints, and alternative solutions; and developing cartographic solutions adapted to the uniqueness of each project.

Janis has provided both introductory and technical GIS training for clients, contracted with clients to provide on-call GIS assistance, conducted technical training for GIS staff and taught professional growth sessions for engineers on GIS topics. She enjoys participating in mentoring activities and educational events such as career fairs and GIS Day.

Jennifer Mak, AIA, NCARB, LEED Green Associate

Senior Urban Designer, KKC



Jennifer is a highly creative Architect and Planner with 14 years of experience in the public and private sectors. She has been involved in all project aspects from planning and urban design on small and large scale projects through building construction administration in a variety of market types including healthcare, higher education, K-12, aviation, civic, office, transportation, mixed-use, hospitality and residential.

Jennifer is passionate about creating sustainable sites, environments and buildings as well as engaging the community (especially the underserved). She enjoys educating and interacting with stakeholders and transforming their needs and vision into reality while also taking into consideration the impacts that each decision may have on the users, community and the environment.

Jennifer joined Kendig Keast Collaborative (KKC) as a Senior Urban Designer in 2022 and is based in Sugar Land, TX. She works on urban design project components for a range of projects including zoning and land development codes, parks and recreation plans, historic preservation plans, and design guidelines for clients nationwide.

Jennifer began her professional career at Llewelyn-Davies Sahni (LDS), an award-winning, Houston-based architectural, planning and urban design consulting firm. As a Project Manager with the firm, Jennifer worked on a variety of projects including urban design guidelines, framework plans, master plans, strategic plans and various architecture projects. In all planning and urban design projects, Jennifer worked closely with community members and stakeholders to determine the appropriate strategies to implement their vision. In the course of her projects, Jennifer has assisted in visioning exercises and design charrettes with a range of activities including identification of goals and facts; opportunities and constraints identification; developing concepts, site and building plan gaming; and visual preferencing activities. Jennifer synthesized input and presented findings and recommendations to staff, community members, and elected officials.

Jennifer is currently managing an inventory of recreation facilities for a Parks and Recreation Master Plan for Dickinson, Texas, as well as participating in design charrettes and design review for the City's Unified Development Code.

Urban Design, Parks and Open Space, Community Facilities

EDUCATION

- ◆ Bachelor of Architecture, University of Houston, 2008
- ◆ Bachelor of Science, Environmental Design, University of Houston, 2008

PROFESSIONAL REGISTRATION

- ◆ Licensed Architect, Texas #30166, 2022
- ◆ NCARB Certificate, #104764, 2022
- ◆ LEED Green Associate, #10611395, 2021

PROFESSIONAL AFFILIATIONS

- ◆ American Institute of Architects (AIA)
- ◆ American Planning Association (APA)



Visualization and Graphics Support**EDUCATION**

- ◆ Master's Certificate in Landscape Design, Landscape Institute of the Boston Architectural College and Harvard University, 2011
- ◆ Master's Degree in Urban and Regional Planning, Specializing in GIS, Florida Atlantic University, 2005
- ◆ Bachelor's Degree, Aviation Management, Southern Illinois University, 2003

PROFESSIONAL AFFILIATIONS

- ◆ Congress for New Urbanism
- ◆ Urban Land Institute

Luis Mercado

Urban Design Associate, KKC



Luis brings to KKC knowledge and expertise in urban planning, urban design, GIS, multi-disciplinary collaboration and graphic production gained with experience in the public and private sectors.

While previously employed by the City of Tulsa, OK, Luis developed and implemented an urban design studio within the City's Planning Department. He supervised staff in the development of graphic products utilizing GIS, CAD, Sketch-Up, Adobe suite and light rendering software to illustrate design concepts for a variety of projects to solve connectivity issues, to build a sense of place, and to apply the City's planning framework. Luis collaborated with the City's Engineering Department, initially conducting outreach to them to establish a collaborative relationship for street rehabilitation projects. This led to an increased role of the planning department to influence public right-of-way projects during the entire design cycle. He also participated in development review of private projects focused on the City's downtown and negotiated with developers, architects, and engineers to apply established planning policies and urban design best practices.

Additionally, Luis was the Director of Neighborhood Affairs for the City of Berwyn, IL., where he oversaw building department inspectors, applied and interpreted municipal regulations, and fielded complex technical, social and political matters with residents, legal counsel, police and fire departments. Appointed by the Mayor, he collaborated with the Berwyn Development Corporation on planning assignments. He reviewed and determined penalties for code enforcement cases, presenting each case in housing court as prosecutor, negotiating fines, and keeping detailed records of the proceedings. He also conducted outreach at meetings and events sponsored by aldermen and community groups, where he applied fluency in reading, writing and speaking Spanish to communicate with Spanish-speaking residents.

Luis was also a Planner for the City of Dania Beach, FL, where he contributed regulatory language to Dania's TOD ordinance to promote plazas and paseos within the City's urban core. He performed development review in a fast-paced environment, inspected building sites as a zoning officer, and worked with applicants from inception to completion to compile and present variance and special exemption cases at public zoning and commission meetings.

Luis interned throughout his education. With a private urban design firm in Chicago, IL, he actively participated in community meetings with SWOT, brainstorming and vision and goal development exercises; he mapped land use, zoning, urban design and green space for multiple planning and landscape architecture projects; and he provided Spanish-English translation at community meetings. Also in Chicago, as a natural resources planner for the Center for Neighborhood Technology, Luis researched best practices in watershed planning, green infrastructure design, and hydrology analysis; he organized staff discussions to synthesize research findings and innovative new applications; he conducted field and data surveys; and developed a detailed impervious area calculation model to estimate runoff for storm events. As a land designer for a private architecture firm in Somerville, MA, he surveyed sites and produced renderings and construction documents.

Melissa “Missy” S. Quigley, JD

Land Use Attorney, KKC



Missy brings her background in practice as an attorney since 2005, primarily in the public sector, with extensive experience working on behalf of local governments and the State of Texas with matters related to land use and zoning law. Her close work with planning staff, elected officials, citizens, and land use professionals throughout her career has emphasized the importance of client service, public engagement, and the streamlined implementation of regulations that are legally defensible.

Missy has understanding and knowledge of complex areas of local, State and Federal law. She is an expert at taking a complex issue and breaking it down to explain to a wider audience. Because policies and laws change and evolve, she carefully monitors and keeps abreast of legislative actions and significant court decisions so she can continually update KKC staff and their clients. She has made several presentations to City and County officials and local government staff on zoning and planning law, proper use of public funds, Fair Housing Law, ethics, and short term rentals.

She has represented municipalities in various courts to defend and uphold their land use decisions. She has also rewritten zoning codes when the decisions are not upheld to make them compliant with the law. Her diplomatic approach has made her an effective lawyer who strives to satisfy the needs of her clients and to reach better results. As she moved away from litigation, her main focus was engagement on the front end to educate her clients on what was defensible and permissible to avoid litigation.

Prior to joining KKC, Missy was an Assistant Parish Attorney for the Parish of Jefferson, then subsequently an Assistant City Attorney for the City of New Orleans. At the City of New Orleans, she was the dedicated in-house attorney to the planning and historic preservation departments. She drafted zoning ordinances ranging from individual conditional uses to a full zoning code overhaul. Because she was entrenched with a local Planning Commission, she knows the process of developing a code that achieves the goals of the municipality and balances public interests while keeping within the constraints of enabling legislation. She also participated in the process of creating local historic preservation districts, by facilitating public engagement and drafting the necessary legislation while keeping the regulations within the constraints of applicable law.

Because she has worked at the City and County/Parish level, she also has knowledge of all of the inner workings of what make a municipality run well. She has reviewed and drafted contracts for the lease, sale, and purchase of property. She has sat on review selection committees for contracts for city and county services. She also attended City Council meetings, and public hearings for the planning commission and zoning appeal board to advise on open meetings law and to keep those bodies focused on defensible decisions.

Legal Advisor for Planning/Regulatory Matters, Regulations Evaluation

EDUCATION

- ◆ Juris Doctorate, Louisiana State University, 2005
- ◆ Bachelor of Civil Law, Louisiana State University, 2005
- ◆ Bachelor of Arts, Mass Communication, Louisiana State University, 2001

PROFESSIONAL REGISTRATION

- ◆ Texas State Bar Association, 2011
- ◆ Louisiana State Bar Association, 2005

SELECTED SUCCESSFUL ZONING CASES:

- ◆ Tolmas v. Parish of Jefferson 156 So. 2d 992; 47,555 (La. App. 2 Cir. 2/20/2013, rehearing denied)
- ◆ Herman v. City of New Orleans 158 So. 3d. 911; 2014-0891 (La. App. 4 Cir. 1/21/15)
- ◆ Garber v. City of New Orleans 234 So. 3d. 992; 2016-1298 (La. App. 4 Cir. 12/13/17, rehearing denied 12/27/17)



Online Web/Communications Design

EDUCATION

- ◆ B.F.A Communication Design, Texas Tech University

Sharon Cadena

Communications Design Associate, KKC



Sharon is a multi-faceted graphic design and software specialist. She manages a talented creative team of technical writers, web designers, and graphic artists that produce marketing pieces, graphic designs, and web deliverables for Kendig Keast Collaborative and **enCodePlus**, LLC.

Sharon is vital in the creation of branding and visual layout for comprehensive plans, special-area and special-purpose master plans, zoning and land development regulations, reports, presentations, and collateral material. In addition to print layout and design work, she coordinates with other staff for map production and rendering across various digital media and platforms. With her knowledge of web-based languages (i.e. HTML, CSS), she is also responsible for designing and customizing city web templates, complex tables, and information on the **enCodePlus™** client sites. Sharon also provides diagrams and illustrations using 3-D rendering software such as SketchUp.

Sharon, by nature, is a gifted teacher and a clever problem-solver. These traits serve her well in technical training sessions with new **enCodePlus™** clients as well as in collaborating with in-house planning staff for creative solutions to communicate concepts in plans and code.

Previous to joining KKC, Sharon applied her talents as a program ready trainer at Convergys Corporation in Lubbock, Texas, where she coached and supervised customer agents. Prior to that, she was a customer service agent herself, troubleshooting technical, sales, and billing questions. Her professional design experience began while she was still a student at Texas Tech University with an internship at White Sparrow Design, a couture design boutique in Lubbock that specialized in calligraphy and hand-rendered typography. There she provided art direction for photoshoots for digital and print ads, coordinated work with local printers, provided press checks and finalized major print jobs, and designed and produced print ads, web pages, signage, and stationery and other related products, and gained familiarity with a vast spectrum of other deliverables.

Sharon's design and graphics skills are currently being employed in the drafting and development of online publishing in **enCodePlus™** of the Manhattan, KS Unified Development Ordinance and The Charleston County, SC Zoning and Land Development Regulations. Her work can be currently be seen in codes published online in the following **enCodePlus™** sites:

The Harrisburg, North Carolina Unified Development Code: <https://online.encodeplus.com/regs/harrisburg-nc>

The Hays Unified Development Code: <http://online.encodeplus.com/regs/hays-ks/>

Geri E. Boyer, PE

Transportation and Infrastructure Lead, KEG

Geri E. Boyer is Founder and President of Kaskaskia Engineering Group, LLC and is a Professional Engineer licensed in the states of Illinois, Missouri, Iowa, Indiana, Wisconsin, and Minnesota. She spent a substantial portion of her career with IDOT overseeing construction projects, managing the maintenance of a portion of the Illinois State Highway System, and coordinating and reviewing local agency projects from the planning stage to the completion of construction. Over the years, Geri has had the opportunity to manage large transportation projects, commercial and residential site development, and construction inspection projects; participate in land acquisition for a variety of clients; and build infrastructure as a part of larger improvements.

Project Experience

- ◆ **Belleville Comprehensive Plan - Imagine Belleville, Belleville, IL** - Principal-in-Charge - Ms. Boyer managed the update of the City of Belleville's Comprehensive Plan to guide the long-range development of the city. She coordinated the community participation portion of the project which was a year-long process, and included a comprehensive plan advisory committee, joint workshops with the committee, City Council and Planning Commission, community workshops, listening sessions, and an online discussion forum. One goal was to develop a unified vision, guiding principles, and "big picture" recommendations that would provide overarching guidance for current and future decision-makers. Ms. Boyer also led the Growth Capacity and Infrastructure portion of the report depicting the critical components of growth capacity: highways/streets, water, wastewater, and storm drainage infrastructure, parks, bike trails, and public safety services involving police and fire protection. The central focus of this section was Belleville's capacity to accommodate further desired growth and development.
- ◆ **Shrine Missionary Ventures Development, Belleville, IL** - Principal-in-Charge - Ms. Boyer managed the development coordination, design services, and site infrastructure for the development of a 33-acre project site, located at the intersection of Illinois Route 15 and North DeMazenod Drive, immediately north of the National Shrine of Our Lady of the Snows in Belleville. The proposed project features several hotels; a soccer complex; Hofbrauhaus Restaurant and Brewery; gas station/convenience store; and multiple restaurants. Ms. Boyer assisted with the Redevelopment Plan for the development, which was used to record the eligibility for the TIF, provided a plan of action and steps to address the conditions found, and assisted in the development of the area in conformance with the City's Comprehensive Plan. She also led the infrastructure analysis and forecasting needed to support the planned uses of the site.
- ◆ **The Mid-America Medical District (MAMD) Infrastructure Analysis, East St. Louis, IL** - Principal-in-Charge and Project Manager - KEG provided an Infrastructure Analysis Study because the redevelopment and revitalization of the East St. Louis segment of the District will require significant upgrades to the infrastructure supporting the area. The infrastructure analysis included the combined sanitary/storm sewers, natural gas service, the water supply, the roads, and the telecommunications system for the proposed 240-acre site. Infrastructure improvements, alternatives, and proposed cost estimates were also provided as part of the study. All data collected and produced for this report was entered into a database and integrated into a web-based mapping application.

Transportation and Infrastructure

Education

- ◆ Loyola University New Orleans, Masters in Pastoral Studies, 2003
- ◆ Southern Illinois University Edwardsville, Bachelor of Science - Civil Engineering, 1990
- ◆ University of Missouri Rolla Bachelor of Science - Mining Engineering, 1983

Registrations & Certifications

- ◆ Professional Engineer:
 - Illinois (062.050142) 1994
 - Missouri (2006000083) 2005
 - Iowa (21014) 2012
 - Indiana (PE11200537) 2012
 - Minnesota (50987) 2013
 - Oklahoma (27392) 2014
 - Wisconsin (43702-6) 2014
 - Michigan (6201063530) 2016
- ◆ SAVE Value Methodology Associate 201907040
- ◆ FHWA-NHI-134005 Value Engineering Workshop
- ◆ NCEES (47927) 2012
- ◆ Certified Facilitator, Loyola University 1999

Affiliations

- ◆ ACEC - IL
- ◆ Downtown Development and Redevelopment Commission, City of Belleville
- ◆ Economic Development Committee Greater Belleville Chamber of Commerce
- ◆ Illinois Association of County Engineers
- ◆ Illinois Association of Highway Engineers
- ◆ Society of American Military Engineers
- ◆ Associated General Contractors of Illinois
- ◆ Belleville CEO Board



Transportation Planning

Education

- ◆ University of Kansas, Master of Science - Engineering Management, 1996
- ◆ Iowa State University, Bachelor of Science - Civil Engineering, 1986

Registrations & Certifications

- ◆ Professional Engineer:
 - Illinois (062.056526) 2003
 - Indiana (PE 10302158) 2003
 - Kentucky (22952) 2003
 - Minnesota (53375) 2016
 - Missouri (24792) 1991
 - Ohio (PE.67795) 2003
 - Tennessee (00108568) 2003
 - Wisconsin (42250) 2012
 - Texas (87104) 1999

- ◆ NCEES (22591) 2015

Affiliations and Continuing Education

- ◆ Kansas City Engineers Club
- ◆ Institute of Transportation Engineers
- ◆ Transportation Research Board
- ◆ Society of American Military Engineers
- ◆ INDOT LPA Training 2014
- ◆ Purdue Road School 2017
- ◆ Transportation Research Board Conference 2017
- ◆ INDOT NEPA Refresher 2017

Kent Ahrenholtz, PE Transportation Planning, KEG



Mr. Ahrenholtz is a Principal Engineer and Project Manager with Kaskaskia Engineering Group, LLC (KEG) with over 33 years of transportation and environmental planning experience. He joined KEG in 2013 and offers clients an extraordinary ability for developing innovative solutions to complex and controversial projects. Along with his sensitivity to community needs, Mr. Ahrenholtz has an ability to communicate difficult concepts in ways that people understand. Over the past decade or so, he has focused his attention on leading program management efforts on major transportation projects in Indiana and Illinois, including the Chicago to St. Louis High Speed Rail Tier 2 Environmental Impact Statement (EIS), Iliana Corridor Tiered EIS, and the I-69 Evansville-to-Indianapolis Tier 2 EISs. He also has managed diverse transportation planning and engineering projects throughout the central U.S.

Project Experience

- ◆ **Long Range Transportation Plan (LRTP), IDOT Office of Planning and Programming, Statewide IL** - Principal and Project Manager - Responsible for management, QA/QC, and oversight of the overall team providing planning services in support of an update to the IDOT 2012 LRTP to satisfy both federal and state requirements. The LRTP provides strategic direction for the development of the Illinois transportation system. KEG's tasks included a data review of IDOT's existing supporting plans (i.e. Bicycle Plan, Multimodal Plan, etc.), development of goals and objectives, identification of performance measures and targets in support of the goals and objectives, and recommendations for implementation of the goals and objectives. The five overarching goals/chapters that were the basis to the overall development of the LRTP were economy, livability, mobility, resiliency, and stewardship. The LRTP was approved and distributed in January 2019.
- ◆ **Rondo Land Bridge Feasibility Study, St. Paul, MN** - Principal and Project Manager - Responsible for management, QA/QC, and oversight of overall team providing feasibility study documentation and analysis services for construction of a land bridge over Interstate 94 (I-94) in St. Paul in Ramsey County. The team is preparing a full feasibility study of construction to possibly include residential, commercial, institutional, and park/green space between the I-94/Lexington and I-94/Dale Interchanges. This effort includes engineering, environmental, and economic analysis of the project to determine the feasibility.
- ◆ **WisDOT Transportation Engineering and Programming Study, Statewide WS** - Principal - Responsible for preparation of the transportation planning and programming elements of this comprehensive review of the WisDOT's overall project development process in the legislatively mandated study. KEG reviewed WisDOT standards and best practices; analyzed project selection, scheduling, prioritization and financing; and drafted report sections applicable to each task.
- ◆ **I-66 Corridor and Bowling Green Outer Beltline Planning Studies, Bowling Green, KY** - Project Manager - Provided management and coordination of the planning studies and environmental overviews. As part of this work, Mr. Ahrenholtz analyzed and directed preparation of the horizontal and vertical alignments, preliminary cost estimates, reports, and exhibits for a study of two separate projects in the same general vicinity of southern Kentucky.

Bryan Veale, PE

Utility Coordinator, KEG



Mr. Veale joined Kaskaskia Engineering Group, LLC (KEG) in 2021 having 27 years of experience in civil engineering. His experience includes management of a wide variety of transportation projects from the conception phase through design and construction. These projects include state, municipal, and commercial development. His responsibilities include the management of staff and projects for both the design and preparation of construction plans for road reconstruction and new road construction on new

alignments. These projects include surveying, site design, hydrology, cost estimating, civil design, drainage and sewer design, plan preparation, contract documents, and construction inspection. Mr. Veale is proficient in utility coordination and the supervision of road and bridge construction, including jobsite layout, material inspection and testing, quality control and documentation, and traffic control.

Project Experience

- ◆ **Northside NGA - Utility Coordination** - Project Manager - Oversaw utility coordination and relocation/abandonment design services for redevelopment of an area of North St. Louis. Located in an established, previously developed, urban section of St. Louis City, existing utilities were located within public right-of-ways as well as private easements. KEG worked closely with Ameren Missouri, the St. Louis Metropolitan Sewer District, Laclede Gas, the City of St. Louis Water Department and Street Department, AT&T, Charter and the project developer to identify the existing utilities within the project limits. KEG engineers utilized GIS and CAD models to develop 3D renderings, as well as traditional plan, profiles, and cross sections to determine the locations, both horizontally and vertically, for the relocated utilities along the Cass Avenue utility corridor.
- ◆ **INDOT 2110-03 US 40, Clay County, IN** - Project Manager - KEG provided utility coordination services in support of this pavement improvement project located on US 40 in Clay County, from 0.23 mile east of the SR 340 west junction to the SR 340 east junction. The project was to improve the pavement condition of the mainline and the shoulders, as well as improve ADA accessibility by upgrading curb ramps to current INDOT standards. KEG was tasked with coordinating all utility relocations or adjustments to accommodate the project, which included the preparation of utility work plans and relocation plans and schedules, as well as a master work plan for relocations. Mr. Veale was the main utility coordinator on this project, which included twelve (12) utility companies and preparation of six relocation work plans for the project.
- ◆ **INDOT 2101-15 SR 64 Roundabout, Bretzville Junction, Dubois County, IN** - Project Manager - KEG provided utility coordination services in support of the construction of a new roundabout at Bretzville Junction on SR 64 in Dubois County. Mr. Veale oversaw all utility coordination, which included managing all communication and documentation with the INDOT Vincennes District and eight (8) utilities; preparation of utility verification correspondence and conflict analysis; field checks and on-site meetings; responding to RFI's during the construction process; and preparation of utility work plans, relocation plans and schedules, a master work plan, and transmittal letters. In addition to overall project management, Mr. Veale was responsible for ensuring that all requirements of the INDOT utility coordination process were followed.

Utilities Planning

Education

- ◆ Rose-Hulman Institute of Technology, Bachelor of Science - Civil Engineering, 1997

Registrations & Certifications

- ◆ Professional Engineer:
- ◆ Indiana (PE10201142) 2002
- ◆ INDOT Certified Utility Coordinator 2022

Affiliations and Continuing Education

- ◆ INDOT University Highway Design Conference 2022
- ◆ Indiana Section AWWA - Water Loss Audit 2021
- ◆ Purdue University – Bridge Preservation Activities 2021
- ◆ Purdue University – Road School 2021
- ◆ Purdue University – Road School 2020
- ◆ Road Fabrics Inc. – Interlayers for Asphalt Pavements 2021
- ◆ Purdue University – Our Unique Opportunity to Improve Road Safety 2020
- ◆ Purdue University – Right-of-Way Plant Concerns 2020
- ◆ Purdue University – Snowplow Onsite
- ◆ Purdue University – What you Need to Know about Signs, Signals, & Other Traffic Control Devices 2021
- ◆ Purdue University – How Enhanced Pavement Markings Can Save You Money and Save Lives 2021



Environmental Planning**Education**

- ◆ Fontbonne University, Master of Business Administration, 2009
- ◆ Iowa State University, Bachelor of Science - Community and Regional Planning, 2000

Registrations & Certifications

- ◆ RABQSA EMS ISO 14001

Certified Affiliations and Continuing Education

- ◆ American Planning Association (APA)
- ◆ Transportation Engineer's Association of Metropolitan St. Louis (TEAM)
- ◆ Women's Transportation Seminar (WTS)
- ◆ NEPA Refresher 2015
- ◆ NEPA and Transportation Decision Making 2013 (NHI)
- ◆ NEPA and Transportation Decision Making 2013 (FHWA)
- ◆ NEPA and the INDOT Transportation Decision Making Process 2013
- ◆ Environmental Management Systems Lead Auditor Training 2011
- ◆ Creating and Editing Parcels in ArcGIS 2006
- ◆ Managing Environmental and Project Development Process 2004
- ◆ Categorical Exclusion Training 2001

Molly Barletta

Environmental Planning, KEG



Ms. Barletta joined Kaskaskia Engineering Group, LLC (KEG) in 2013 having 12 years of experience in transportation, military, and environmental planning for urban, regional, municipal, and federal agencies; land development; and mixed use projects. She has significant experience in managing, writing, and reviewing National Environmental Policy Act (NEPA) documents; evaluating government planning-related documents and reports; comprehensive knowledge of business development, project budgeting, contracts, design development, and quality control; client presentations and stakeholder mediation with federal government and military clients; and possesses the ability to translate information, develop insights, and work alongside clients at project sites.

Project Experience

- ◆ **Milwaukee East-West Bus Rapid Transit (BRT) Environmental Assessment (EA), Milwaukee, WI** - Project Senior Planner - Provided environmental documentation services in support of the completion of an EA of the East-West BRT project in Milwaukee. The EA outlined the Federal Transit Authority's and Milwaukee Transport Service's planned 9-mile regional, modern transit service connecting major employment, education and recreation destinations via improved access to the region's most vital, most traveled, and most congested corridor. The EA's preferred alternative is proposed to operate along existing roads in either mixed traffic lanes or dedicated transit lanes, depending on the location. KEG's scope included preparation and execution of the following sections of the EA: Neighborhoods and Community Facilities Impacts, Indirect and Cumulative Impacts, Air Quality Impacts, Threatened and Endangered Species Impacts, Section 4(f) Resource Impacts, and Environmental Justice. Each section included a detailed discussion of methodology, affected environment, impacts, and suggested avoidance, minimization and/or mitigation actions.
- ◆ **I-66 Corridor Study, Various Counties, IL** - Public Involvement Planner/Senior Environmental Scientist - Responsible for the overall review of associated NEPA and technical documents prepared by the project team in an effort to complete the overall study, as well as participating in the project's public involvement efforts. Public involvement efforts included coordination of stakeholder meetings, assisting with the project's CAG and PSG meetings, and review of the project's website content.
- ◆ **Park-and-Ride Planning Study and Model Update, Minneapolis/St. Paul, MN** - Project Manager - Provided planning services, in support of an update of the Minneapolis/St. Paul Metropolitan Council Travel Demand Model (TDM). In addition to significant changes in population, employment, and new transit corridors/service over the last decade, the Metropolitan Council sought to understand the impact to park-and-ride demand from new, and constantly changing, advanced technologies, transportation network companies (Uber/Lyft), autonomous vehicles, and employment locations. The Metropolitan Council desired to account for these in the park-and-ride demand model, and they desired a model more user friendly, effective, and responsive to individual site and regional influences. Ms. Barletta's tasks included leading a peer/region agency review of existing park-and-ride TDMs to identify models for evaluation, and assisting in the evaluation of the Metropolitan Council's park-and-ride TDM.

APPENDIX C

INSURANCE CERTIFICATE

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KENDKEA-01

KFLORES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Associates Insurors 1120 Capital of TX Hwy South Bldg 3-300 Austin, TX 78746	CONTACT NAME: Kimberly S Flores	
	PHONE (A/C, No, Ext): (979) 475-1172	FAX (A/C, No):
	E-MAIL ADDRESS: kimberlyf@txassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Kendig Keast Collaborative 1415 Hwy 6 South #A300 Sugar Land, TX 77478	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : The Continental Insurance Company	35289
	INSURER D : Allied World Surplus Lines Insurance Company	24319
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			4017981888	1/16/2022	1/16/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4017981891	1/16/2022	1/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4017983253	1/16/2022	1/16/2023	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			4017979512	1/16/2022	1/16/2023	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			03052601	1/16/2022	1/16/2023	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Paducah, McCracken County and their Divisions & Subsidiaries
300 South 5th Street
Paducah, KY 42002-2267

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

