



**CITY COMMISSION MEETING
AGENDA FOR JUNE 13, 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

NEW EMPLOYEE INTRODUCTIONS John Willoughby, Parks Maintenance Supervisor; Palmer Stroup, Planner

PRESENTATION Duke of Paducah Award to Henry Barbour

PRESENTATION Convention & Visitors Bureau Update - Mary Hammond

ADDITIONS/DELETIONS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for May 23, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Reappointment of Sheryl Chino and Joint Reappointment of Tom Padgett to the Paducah-McCracken County Convention Center Corporation
	D.	Reappointment of Simone Fearon and John Durbin to the Paducah-McCracken County Senior Citizens, Inc. Board
	E.	Appointment of Gerald Watkins to the Board of Ethics
	F.	Appointment of Eric C. Straub to the Paducah Junior College Board of Trustees
	G.	Personnel Actions
	H.	Adopt an Updated Schedule of Fees for Oak Grove Cemetery and Mausoleum - A. CLARK

		I.	Authorize Payment to Clean Earth, Inc. for Household Hazardous & Electronic Waste Collected during 2023 Clean-Up Day - C. YARBER
		J.	Authorize a Contract with Evard-Kentucky Division, Inc for the Fire Station #2 Exterior Repairs in an amount of \$183,832 - C. YARBER
		K.	Approve a Contract with 911 Fleet and Fire Equipment in the Amount of \$42,540 for Bailout Kits and Harnesses for the Fire Department - S.KYLE
		L.	Declaration and Sale of Surplus Property Located at 1201 Park Avenue - N. HUTCHISON
		M.	Declaration and Sale of Surplus Property Located at 1011 Oscar Cross - N. HUTCHISON
	II.	<u>RESOLUTION(S)</u>	
		A.	Resolution Establishing the Six Ethics Principles - L. PARISH
		B.	A Resolution Stating the City will Abide by all Program Income Requirements for Community Development Block Grants - D. JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve the Agreement between the City of Paducah and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 1586 - M. SMOLEN
		B.	City of Paducah KY - Fiscal 2024 Budget (7/1/2023 -- 06/30/2024) - D. JORDAN & A. KYLE
		C.	Amend Code of Ordinances Section 98-144 related to Special Events - L.PARISH
		D.	Amend Code of Ordinances Section 58-32 related to the Human Rights Commission - L. PARISH
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Amend Code of Ordinances Chapter 2 To Increase the Small Purchase Procedures Threshold and Revise Other Obsolete Provisions - L. PARISH
		B.	Repeal and Replace Chapter 26, Articles I & II "Cemeteries" in Code of Ordinances - A. CLARK
		C.	Southside Neighborhoods Initiative Housing and Economic Programs - N. HUTCHISON & M. REASON
		D.	FY2023 Budget Amendment in the amount of \$650,000 from Investment Fund Fund Balance Reserve to be used for City Facilities Improvements (PF0079) - D. JORDAN

	V.	<u>DISCUSSION</u>	
		A.	Paducah Census Data Overview - N. HUTCHISON
		B.	911 Upgrade Discussion - G. BRAY
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

May 23, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, May 23, 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 Guess, Henderson, Smith, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Wilson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS

- Human Resources Director, Stefanie Wilcox, introduced Human Resources Administrative Assistant Brea Schofield.
- Fire Chief Steve Kyle introduced Firefighters Claydon Leneave, Jonathan Lawson, Michael Hall, and Payton Harris and Deputy Fire Marshal Matthew Stevens.

PRESENTATION

Communications Manager Pam Spencer offered the following summary:

Along with providing an overview of the division, 911 Division Manager Kimberly Clark announced that the division recently received the Civic Interaction & Public Trust Tyler Excellence Award. Paducah is one of five agencies to receive this award from the thousands of departments supported by Tyler Technologies.

MAYOR REMARKS

Communications Manager Pam Spencer offered the following summary:

- Mayor George Bray said that Paducah's riverfront has several dead fish. The Parks & Recreation Department is collecting and disposing of them daily and plans to have the Paducah Fire Department assist in washing the area near the riverfront. This is an annual problem with fish that have gas bubble disease.
- In reference to the City and County agreement to each provide \$3 million toward Barkley Regional Airport's new terminal, Mayor Bray said he hopes the project comes in under budget and that a portion of the City and County's funds will not be needed.
- Last week, Paducah hosted the Energy Communities Alliance (ECA) Forum. This international meeting focused on topics including nuclear power development and infrastructure. This was a timely meeting as Paducah and McCracken County work to find a new future for the former Paducah gaseous diffusion plant.
- Mayor Bray acknowledged the work to prepare the Fiscal Year 2024 budget.

May 23, 2023

CONSENT AGENDA

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

I(A)	Approve Minutes for the May 9, 2023 Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Minute File:</u> 1. Oath of Office – Edward Box – Civil Service Commission <u>Contract File:</u> 1. Commonwealth of Kentucky – Rockport Bridge – Contract MO #2724 <u>Financials File:</u> 1. Edwin J. Paxton Park Golf Course – Audit and Financial Statements: a. Year ended December 31, 2021 b. Year ended December 31, 2020 c. Year ended December 31, 2019
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ADOPTING THE FY2024 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO #2737; BK 12)
I(E)	A MUNICIPAL ORDER ADOPTING THE FISCAL YEAR 2024 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO #2738; BK 12)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF \$32,626.28 WITH MOBILE COMMUNICATIONS OF AMERICA (MCA) PREVIOUSLY KNOWN AS JACKSON PURCHASE 2-WAY RADIO, INC. (MO #2739; BK 12)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE PADUCAH CONVENTION AND VISITORS BUREAU IN THE AMOUNT OF \$25,000 FOR SPECIFIC SERVICES RELATED TO THE AMERICAN QUILTERS SOCIETY SPRING 2023 SHOW (MO #2740; BK 12)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC. FOR THE PURCHASE OF ONE (1) PUMPER TRUCK IN THE DISCOUNTED AMOUNT OF \$772,913 FOR USE BY THE PADUCAH FIRE DEPARTMENT, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ATLANTIC EMERGENCY SOLUTIONS, INC. FOR SAID PURCHASE CONTINGENT UPON APPROVAL THROUGH THE FY2024 BUDGET (MO #2741; BK 12)

May 23, 2023

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

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

ORDINANCE ADOPTION

APPROVE THE CONSENSUAL ANNEXATION OF A PORTION OF 252 LOCUST AVENUE

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 252 Locust Avenue, containing approximately 1.47 acres of land.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2023-05-8775; BK 36)**

ORDINANCE INTRODUCTIONS

APPROVE AGREEMENT BETWEEN CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) AFL-CIO-LOCAL 1586

Commissioner Smith offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 1586.” This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the American Federation of State, County, and Municipal Employees AFL-CIO- Local 1586. This Agreement shall be effective from July 1, 2023, to June 30, 2026.

APPROVE CITY OF PADUCAH, KY FISCAL 2024 BUDGET (7/1/2023 TO 06/30/2024)

Commissioner Wilson offered motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2023, through June 30, 2024, by estimating revenues and resources and appropriating funds for the operation of City Government at \$99,258,937, and summarized by fund as follows:

May 23, 2023

	<u>FUNDS</u>	<u>APPROPRIATIONS</u>
1000	GENERAL	\$ 46,133,271
2300	MAP	2,035,000
2400	INVESTMENT	6,195,110
2500	TIF	121,000
2000	E911	2,741,125
2700	COURT AWARDS	90,800
2800	ROOM TAX	1,850,000
3000	DEBT	3,732,795
4000	CIP	2,153,725
4200	BOND FUND	17,500,000
5000	SOLID WASTE	6,975,357
5300	TRANSIENT BOAT	137,644
1100	RENTAL	205,505
1200	RADIO DEPR	159,780
7000	FLEET MAINTENANCE	892,520
7100	FLEET LEASE TRUST	2,517,065
7200	INSURANCE	1,350,845
7300	HEALTH INSURANCE	3,534,420
8100	PFPF	852,655
8400	OTHER TRUSTS	<u>80,320</u>
		\$ 99,258,937

AMEND CODE OF ORDINANCE SECTION 98-144 RELATED TO SPECIAL EVENTS

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 98, ARTICLE VI SPECIAL EVENTS OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Chapter 98, Article VI Special Events of the *Code of Ordinances of the City of Paducah, Kentucky* to codify the requirements for the issuance of a Special Event Permit.

AMEND CODE OF ORDINANCE SECTION 58-32 RELATED TO THE HUMAN RIGHTS COMMISSION

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 58, ARTICLE II, HUMAN RIGHTS COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends the Human Rights Commission to increase the number of Human Rights Commissioners to seven (7). The initial appointments shall be staggered with each member appointed thereafter serving for a term of three (3) years.

May 23, 2023

DISCUSSIONS

Communications Manager Pam Spencer offered the following summaries:

Oak Grove Cemetery Updates

Parks and Recreation Director Amie Clark presented an overview of upcoming changes to Paducah Code of Ordinances Chapter 26 regarding cemeteries. These changes would affect city-owned Oak Grove Cemetery. Several of the code updates are necessary to reflect current operations while other changes are to match State statutes. From the public's perspective, the main changes to the Code as proposed are as follows:

- With the exception of service animals, dogs, cats, and other animals are not permitted on cemetery grounds unless confined to a vehicle.
- Benches are no longer permitted as monuments. Existing benches will remain until such time it is determined that replacement is necessary. Then, the bench will be replaced with an approved monument.
- Services will no longer be permitted on Sundays and holidays.
- Updated fees will be \$550 per grave plot and \$6000-\$7500 per mausoleum crypt.

Southside Neighborhoods Initiative – Housing and Economic Programs

Planning Director Nic Hutchison and Business Development Specialist Melanie Reason outlined proposed incentive programs for the Southside. They thanked the work of the Southside Steering Committee in helping develop these proposed incentives which are divided into two categories: economic opportunity and housing.

The economic opportunity incentives would be for Southside businesses employing 50 people or fewer to receive roof stabilization grants or façade grants for exterior building improvements.

Housing incentives are divided into microgrants for home repairs in the Walter Jetton and part of the Uppertown neighborhoods. This would be a 50/50 grant with the maximum match amount of \$5000 for exterior projects. The other housing program is for new construction and home rehabilitations with investments of at least \$50,000. City funds, with a maximum award of \$27,000, would be dispersed as a forgivable, 0% interest loan over a five-year period.

COMMENTS

City Manager Comments

Commended staff who helped make the Lower Town Art & Music Festival a success. It is estimated that around 20,000 people were in attendance. The City of Paducah contributes both monetary and in-kind assistance in the amount of approximately \$20,000

Audience Comments

- Marvle Robinson – requested that South 8th Street be renamed to honor her father, Theauthor Roberts.
- Cathy Coad – made comments about accidents at the Buckner/Pines Road intersection.
- Jonathan Gericke – made comments about the improvements along 25th street and the settlement between the City Commission and Commissioner David Guess.
- Matthew Roberts – made comments about connecting with city staff via phone.
- Regina Topp – made comments about vandalism at 2156 Bridge Street.

May 23, 2023

ADJOURN

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the meeting be adjourned.

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

TIME ADJOURNED: 7:07 p.m.

ADOPTED: June 13, 2023

George P. Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Quitclaim Deed between United States of America and City of Paducah – Armory Building (Oscar Cross Building) See ORD 2007-09-7330 and MO #1206

Contract File:

1. Cisco HyperFlex Virtualization Hardware – MO #2713
2. Memorandum of Agreement for Incentives – 2631 Holt Road – MO #2717
3. Contract with ATA CPA's and Advisors, PLLC – Professional Audit Services for Paducah Power System – MO #2725
4. Contract Renewal – Mobile Communications of America – maintenance and service of 911 radio software and hardware – MO #2739
5. Contract For Services between City of Paducah and Paducah Convention & Visitors Bureau – Spring 2023 Quilt Show – MO #2740
6. Purchase Agreement from Atlantic Emergency Solutions – Fire Pumper Truck – MO #2741
7. Pyro Shows, Inc. – July 4 fireworks – Signed by City Manager

Financials File:

1. Paducah Water Works – month ending April 30, 2023

CITY OF PADUCAH
June 13, 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.



City Manager's Office Signature

June 7, 2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
June 13, 2023**

NEW HIRES - PART TIME PFT

PARKS & RECREATION

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Clark, Mason L.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 22, 2023
do Nascimento, Micaela Miranda	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 18, 2023
Edwards, Madelyn L.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 23, 2023
Hunt, Christina M.	Sports Official	\$25.00/hr	NCS	Non-Ex	May 30, 2023
Jones, Aubry S.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 22, 2023
Nicholas, Lucas Hunter	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 30, 2023
Pugh, Chesleigh	Recreation Leader - Internship	\$14.00/hr	NCS	Non-Ex	May 24, 2023
Rocha, Steven M.	Sports Official	\$25.00/hr	NCS	Non-Ex	May 30, 2023
Thompson, Savana N.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Wade Jr., Kenya D.	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 30, 2023

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

E911

	<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>
Lauderdale, Kimberly J.	Telecommunicator \$18.02/hr	Telecommunicator \$18.47/hr	NCS	Non-Ex	June 1, 2023
Lauderdale, Kimberly J.	Telecommunicator \$18.47/hr	Telecommunicator \$19.58/hr	NCS	Non-Ex	June 29, 2023

FIRE - SUPPRESSION

Hall, Michael A.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	June 15, 2023
Harris, Payton R.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	June 15, 2023
Lawson, Jonathan O.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	June 15, 2023
Leneave, Clayton G.	Firefighter Appointee \$14.32/hr	Firefighter \$14.32/hr	NCS	Non-Ex	June 15, 2023
Hutton, Charles P.	Assistant Fire Chief \$32.31/hr	Assistant Fire Chief \$33.76/hr	NCS	Non-Ex	June 15, 2023
Hutton, Charles P.	Assistant Fire Chief \$33.76/hr	Assistant Fire Chief \$35.79/hr	NCS	Non-Ex	June 29, 2023

HUMAN RESOURCES

Throgmorton, Braden	Risk Manager \$34.52/hr	Risk Manager \$35.56/hr	NCS	Ex	June 15, 2023
Throgmorton, Braden	Risk Manager \$35.56/hr	Risk Manager \$37.69/hr	NCS	Ex	June 29, 2023

PARKS & RECREATION

Askew, Lamirra A.	Administrative Assistant \$19.01/hr	Administrative Assistant \$19.39/hr	NCS	Non-Ex	May 18, 2023
Askew, Lamirra A.	Administrative Assistant \$19.39/hr	Administrative Assistant \$20.55/hr	NCS	Non-Ex	June 29, 2023
Wirth, Mary E.	Senior Administrative Assistant \$23.47/hr	Senior Administrative Assistant \$24.17/hr	NCS	Non-Ex	March 23, 2023
Wirth, Mary E.	Senior Administrative Assistant \$24.17/hr	Senior Administrative Assistant \$25.62/hr	NCS	Non-Ex	June 29, 2023

PUBLIC WORKS

Rogers, Terry M.	Solid Waste Laborer \$19.95/hr	Solid Waste Truck Driver \$19.70/hr	NCS	Non-Ex	May 18, 2023
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TECHNOLOGY

Holbrook, Spencer W.	Help Desk Technician	Help Desk Technician	NCS	Non-Ex	June 1, 2023
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**CITY OF PADUCAH
PERSONNEL ACTIONS
June 13, 2023**

Holbrook, Spencer W.	\$18.25/hr Help Desk Technician	\$18.71/hr Help Desk Technician	NCS	Non-Ex	June 29, 2023
Shaw, Emma L.	\$18.71/hr Software Manager	\$19.83/hr Software Manager	NCS	Ex	June 15, 2023
Shaw, Emma L.	\$38.25/hr Software Manager	\$39.40/hr Software Manager	NCS	Ex	June 29, 2023
	\$39.40/hr	\$41.76/hr			

TERMINATIONS - FULL-TIME (FT)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Sullivan, Wesley J.	Fleet Mechanic II	Resignation	June 8, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Adopt an Updated Schedule of Fees for Oak Grove Cemetery and Mausoleum - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: Adopt a new Schedule of Fees for Oak Grove Cemetery and Mausoleum pursuant to chapter 26, Cemeteries, of the Code of Ordinances of the City of Paducah. The Municipal Order will update fees for the sale of lots in Oak Grove Cemetery and crypts in the West Kentucky Mausoleum, in addition to services provided, and other related fees. Implementation of the new schedule of fees will take effect July 1, 2023.

The last update to the schedule of fees occurred on December 9, 2014.

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

If yes, please list the Commission Priority: Improve Operational Efficiencies

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO Oak Grove Cemetery Schedule of Fees
2. MO # 1802

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING A SCHEDULE OF FEES FOR OAK GROVE CEMETERY AND MAUSOLEUM PURSUANT TO CHAPTER 26, CEMETERIES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCY:

SECTION 1. By Municipal Order the Board of Commissioners of the City of Paducah hereby adopts a schedule of fees, as set out below, for Oak Grove Cemetery and Mausoleum, pursuant to the Code of Ordinances of the City of Paducah, Kentucky, Chapter 26, Cemeteries.

Oak Grove Grave Lots

Fee

Single Lot (4' x 8')	\$550/lot
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West Kentucky Mausoleum Crypts

Ground Tier	\$6,000.00
2 nd Tier	\$6,500.00
3 rd Tier	\$6,500.00
4 th Tier	\$6,000.00
5 th Tier	\$6,000.00
Alcove	\$7,500.00

Burial Services

Weekday Burials

Mausoleum Bldg Opening/Closing	\$1000.00
Memorial Services (No interment)	\$250.00
Cremains Burial	\$175.00

Saturday Burials

Mausoleum Bldg	\$1500.00
Memorial Service (No interment)	\$450.00
Cremains Burial	\$375.00

Late Service Charges

Services scheduled for and/or concluding after 3:00pm	\$300.00
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Holidays

Services will not be offered on Sundays.

Services will not be offered on the first Saturday of December due to the City's Annual Christmas Parade.

Services will not be offered on recognized holidays as follows:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Mother's Day, Memorial Day, Father's Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Halloween, Election Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

SECTION 2. That Municipal Order No. 1802 is hereby repealed in its entirety. Further, all resolutions, orders, or parts thereof in conflict with the provisions of this Municipal Order are, to the extend of such conflict, hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

SECTION 3. This Order shall become effective on July 1, 2023.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners _____.

Recorded by Lindsay Parish, City Clerk _____.

\\mo\ Oak Grove Cemetery Schedule of Fees

MUNICIPAL ORDER NO. 1802

A MUNICIPAL ORDER ADOPTING A SCHEDULE OF FEES FOR
THE OAK GROVE CEMETERY AND MAUSOLEUM PURSUANT TO CHAPTER
26,CEMETERIES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH,
KENTUCKY

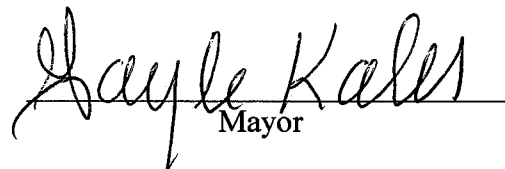
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. By Municipal Order the Board of Commissioners of the
City of Paducah hereby adopts a schedule of fees, as set out below, for the Oak Grove
Cemetery and Mausoleum, pursuant to the Code of Ordinances of the City of Paducah,
Kentucky, Chapter 26, Cemeteries.

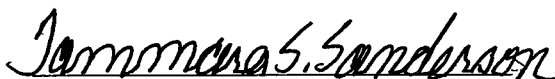
<u>Mausoleum Crypt Fees</u>		Fee
Ground Tier	\$	4,000.00
2nd Tier	\$	4,500.00
3rd Tier	\$	4,500.00
4th Tier	\$	4,000.00
5th Tier	\$	4,000.00
Alcove	\$	5,000.00
 <u>Service Fees</u>		
Opening/Closing	\$	1,000.00
Weekend O/C	\$	1,500.00
Mausoleum Memorial Service	\$	200.00
Weekend Memorial Service	\$	300.00
 <u>Burial Fees</u>		
Rushing 9		
Plot	\$	400.00
Infant Plot	\$	200.00
 <u>Mausoleum Addition</u>		
Plot	\$	500.00
 <u>Old Additions</u>		
Plot	\$	300.00
Infant Plot	\$	200.00
 <u>Cremains Burial Fees</u>		
Opening/Closing	\$	175.00
Weekend O/C	\$	225.00

Opening/closing of plots and vault installation are coordinated
by the funeral homes and contracted directly with Wilbert
Vault.

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


Mayor

ATTEST:


Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 9, 2014
Recorded by Tammara S. Sanderson, December 9, 2014
\\mo\fees-cemetery

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Authorize Payment to Clean Earth, Inc. for Household Hazardous & Electronic Waste Collected during 2023 Clean-Up Day - **C. YARBER**

Category: Municipal Order

Staff Work
By: Latrishia
Pryor
Presentation
By: Chris
Yarber

Background Information: On April 15, 2023, the City of Paducah co-sponsored, along with McCracken County, a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, Ky, is the only certified hazardous waste collector who is a vendor with the Commonwealth of Kentucky within this area. Therefore, the service of Clean Earth, Inc., was requested to collect and dispose of household hazardous and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$51,430.62. The partial funding of free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

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

If yes, please list the Commission Priority: Quality of Life.

Communications Plan:

Funds Available: Account Name: Fees/Landfill MR0090

Account Number: 50002209-520040

Staff Recommendation: To adopt a Municipal Order authorizing the payment of \$51,430.62 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 15, 2023.

Attachments:

1. MO - household haz waste-Clean Earth 2023
2. Clean Earth Invoice 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$51,430.62 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2023 CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 15, 2023, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, Clean Earth, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste and electronic waste during the free Clean-Up Day; and

WHEREAS, this is a noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

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

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$51,430.62, for the disposal of household hazardous waste and electronic waste collected during the 2023 City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0090 Account No. 5000-2209-520040.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 13, 2023

Recorded by Lindsay Parish, City Clerk, June 13, 2023

\\mo\household haz waste-Clean Earth 2023



Bill To:
Paducah Public Works
1120 NORTH 10TH STREET

PADUCAH, KY 42001

Invoice Number: 472243
Invoice Date: 04/28/2023
Due Date: 05/28/2023
Payment Terms: NET 30
Customer #: PPW415A
Sales Rep: Mark Schrader
PO Number(s): n/a

Work Orders:
2364146

Thank you for using Clean Earth for your disposal needs.

Total: \$51,430.62

Clean Earth of Calvert City
Remit To:
PO BOX 825329
PHILADELPHIA, PA 19182-5329
215-734-1400



Invoice Number: 472243
Invoice Date: 04/28/2023
Due Date: 05/28/2023
Customer #: PPW415A

Work Order #: 2364146 PO#: Generator: Paducah and McCracken County Residents
Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/17/2023	2364146-1-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump	9,920.00	Pound	\$1.1700	\$11,606.40
4/19/2023	2364146-2-1 / MGT-54367 / E-WASTE / Pallet	30,000.00	Pound	\$0.5100	\$15,300.00
4/18/2023	2364146-1 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Totes >330G	784.00	Pound	\$0.7500	\$588.00
4/18/2023	2364146-1 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack HIGH BTU LIQUIDS >9000 BTU, <=10% WATER, <=1% CHLORINE, <3" SLUDGE (FB-L-10)	1,816.00	Pound	\$0.7500	\$1,362.00
4/18/2023	2364146-2 / MGT-32038 / LITHIUM BATTERIES / 5G	25.00	Pound	\$3.1200	\$78.00
4/18/2023	2364146-3 / MGT-21491 / NICKEL CADMIUM BATTERIES / 5G	35.00	Pound	\$1.1700	\$40.95
4/18/2023	2364146-4 / MGT-43661 / SEALED LEAD ACID BATTERIES / Pallet	1,140.00	Pound	\$1.1700	\$1,333.80
4/18/2023	2364146-9 / MGT-7788 / HHW - PROPANE CYLINDERS / 55G	0.00	Cylinder (ea.)	\$18.0100	\$0.00
4/18/2023	2364146-9 / MGT-7788 / HHW - PROPANE CYLINDERS / 5G	0.00	Cylinder (ea.)	\$18.0100	\$0.00
4/18/2023	2364146-10 / MGT-21846 / FIRE EXTINGUISHERS / 55G	45.00	Pound	\$1.1700	\$52.65
4/18/2023	2364146-11 / MGT-17609 / MERCURY & MERCURY MANUF. ARTICLES / 5G	1.00	Container	\$865.0000	\$865.00
4/18/2023	2364146-12 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack	325.00	Pound	\$1.1700	\$380.25
4/18/2023	2364146-13 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack	705.00	Pound	\$1.2600	\$888.30



Invoice Number: 472243
Invoice Date: 04/28/2023
Due Date: 05/28/2023
Customer #: PPW415A

Work Order #: 2364146

PO#:

Generator: Paducah and McCracken County Residents

Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/18/2023	2364146-14 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G LOOSE PACK: ACIDS FOR TREATMENT, D002, <30% ACID (NO NITRIC/CHROMIC/HF) (AD-L-20)	1.00	Container	\$215.0000	\$215.00
4/18/2023	2364146-17 / MGT-13182 / LAB PACKS / 55G DRY BULKABLE DEBRIS FOR FUELS BLENDING, <200#/DM, <700#/CYB (FB-S-10)	1.00	Container	\$197.0000	\$197.00
4/18/2023	2364146-18 / MGT-13182 / LAB PACKS / 55G	1.00	Container	\$197.0000	\$197.00
4/18/2023	2364146-21 / MGT-21492 / DRY ALKALINE BATTERIES / 5G	230.00	Pound	\$1.1700	\$269.10
4/18/2023	2364146-23 / MGT-21489 / STANDARD FLUORESCENT BULBS / Lamp Box	400.00	Pound	\$0.5300	\$212.00
4/18/2023	2364146-24 / MGT-32037 / COMPACT FLUORESCENT BULBS / 5G	210.00	Lamp (ea.)	\$0.5300	\$111.30
4/18/2023	2364146-25 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Pallet	4,770.00	Pound	\$1.2400	\$5,914.80
4/18/2023	2364146-25 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / 55G	435.00	Pound	\$1.2400	\$539.40
4/18/2023	2364146-26 / MGT-7662 / USED OIL / 55G	404.00	Pound	\$0.0900	\$36.36
4/18/2023	2364146-26 / MGT-7662 / USED OIL / 30G	110.00	Pound	\$0.0900	\$9.90
4/18/2023	2364146-26 / MGT-7662 / USED OIL / Totes >330G	1,289.00	Pound	\$0.0900	\$116.01
4/18/2023	2364146-27 / MGT-54300 / ANTIFREEZE FOR RECYCLE / Totes >330G	465.00	Pound	\$0.0600	\$27.90
4/18/2023	2364146-28 / MGT-54367 / E-WASTE / 55G	1.00	Minimum	\$125.0000	\$125.00



Invoice Number: 472243
Invoice Date: 04/28/2023
Due Date: 05/28/2023
Customer #: PPW415A

Work Order #: 2364146 PO#: Generator:Paducah and McCracken County Residents
Disposal
Transportation

Date	Description	Quantity	Unit	Unit Price	Line Price
4/14/2023	Roll Off Spot Fee	1.00	Each	\$250.0000	\$250.00
4/15/2023	Roll Off FSC	1.00	Each	\$120.0000	\$120.00
4/15/2023	Roll Off	1.00	Each	\$250.0000	\$250.00
4/15/2023	Van Trailer	2.00	Each	\$250.0000	\$500.00
4/15/2023	Van Trailers FSC	1.00	Each	\$240.0000	\$240.00

Supply

Date	Description	Quantity	Unit	Unit Price	Line Price
4/15/2023	Liner	1.00	Each	\$55.0000	\$55.00
4/15/2023	Cubic Yard Boxes	31.00	Each	\$55.0000	\$1,705.00
4/15/2023	55-gal drum	6.00	Each	\$59.0000	\$354.00
4/15/2023	5-gal pail with lids	14.00	Each	\$17.0000	\$238.00
4/15/2023	275-gal Totes	3.00	Each	\$225.0000	\$675.00



Invoice Number: 472243
Invoice Date: 04/28/2023
Due Date: 05/28/2023
Customer #: PPW415A

Work Order #: 2364146 PO#: Generator:Paducah and McCracken County Residents
Other

Date	Description	Quantity	Unit	Unit Price	Line Price
4/14/2023	RENTAL Roll Off	4.00	Days	\$15.0000	\$60.00
4/15/2023	Forklift mob/demob	1.00	Each	\$750.0000	\$750.00
4/15/2023	2 Drivers	12.00	Each	\$97.5000	\$1,170.00
4/15/2023	Labor techs	80.00	Each	\$45.0000	\$3,600.00
4/15/2023	Labor Project Manager	10.50	Each	\$95.0000	\$997.50

Work Order Subtotal: \$51,430.62

52898.00 Pound(s)
4.00 Container(s)
210.00 Lamp (ea.)(s)
1.00 Minimum(s)
0.00 Cylinder (ea.)(s)

Invoice Total \$51,430.62

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Authorize a Contract with Evard-Kentucky Division, Inc for the Fire Station #2 Exterior Repairs in an amount of \$183,832 - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Ferrell, Randy Crouch, Marcey Simmons

Presentation By: Chris Yarber

Background Information: On Thursday, April 20, 2023, sealed bids were opened for Fire Station #2 Exterior Repairs. Two bids were received, with Evard-Kentucky Division, Inc submitting the lowest responsive evaluated bid in accordance with the specifications, at a price of \$183,832.00.

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

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

Communications Plan:

Funds Available: Account Name: City Facilities Improvements

Account Number: PF0079

Staff Recommendation: For a Municipal Order allowing the Mayor to authorize a Contract with Evard-Kentucky Division, Inc for Fire Station #2 Exterior Repairs in accordance with the specifications, at the price of \$183,832.00.

Attachments:

1. MO - Evard- Kentucky Division – Fire Station #2 Exterior Repairs
2. Evard Bid
3. Bid Recommendation Letter_PFGW Architects_Bid Tab_Roster
4. A&K Form of Proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF EVARD-KENTUCKY DIVISION, INC. FOR THE FIRE STATION #2 EXTERIOR REPAIRS IN THE AMOUNT OF \$183,832 AND AUTHORIZES THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on Thursday, April 20, 2023, sealed bids were opened for Fire Station #2 exterior repairs; and

WHEREAS, Evard-Kentucky Division, Inc., submitted the lowest responsive evaluated bid in accordance with the specifications in the amount of \$183,832 to do exterior repairs on Fire Station #2.

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

SECTION 1. That the City of Paducah hereby accepts the bid from Evard-Kentucky Division, Inc., authorizes payment in the amount of \$183,832 for the Fire Station #2 exterior repairs, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be paid from the City Facilities Improvements Account Number PF0079.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 13, 2023
Recorded by Lindsay Parish, City Clerk, June 13, 2023
MO\Evard- Kentucky Division – Fire Station #2 Exterior Repairs

SECTION 003100 - BID PROPOSAL (LUMP SUM)

Proposal of EVRAKO-Kentucky Div, Inc.
(hereinafter called Bidder), organized and existing under the laws of _____
(state) and doing business as A Corporation *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of FIRE STATION NO. 2 EXTERIOR REPAIRS in accordance with the plans, specifications and other contract documents prepared by the Architect/Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Security in the sum of \$ 9,191.00 in the form of a Bid Bond or cashier's check, said amount being equal to Five Percent (5%) of the Total Bid Amount, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Fire Station No. 2 Exterior Repairs within **One Hundred (180)** consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day thereafter until Fire Station No. 2 Exterior Repairs completion as provided in accordance with Specifications.

SUB-CONTRACTORS:

Subcontractors (if any) who the bidder proposes to use on Fire Station No. 2 Exterior Repairs shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%
Masonry	Holloway Masonry	—	Masonry	100
Aluminum Storefronts & Entrance Doors	Sullivan Glass	—	Aluminum Storefronts	100

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: KY

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: —

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Fire Station No. 2 Exterior Repairs, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: EVARD - Kentucky Div, Inc.
 BY: RODNEY EVARD DATE: 4/20/23
 TITLE: President
 ADDRESS: 2715 Olivet Church RD STE 2
Paducah, KY 42001
 PHONE: 270-708-4520 FAX: —
 CELL PHONE: 618-303-3020 E-MAIL: Blaine@EVARD.CO.COM
 FEDERAL TAXPAYER IDENTIFICATION NUMBER: 87-1583843
 KENTUCKY STATE REGISTRATION NUMBER: 0170409061
 CITY OF PADUCAH BUSINESS LICENSE NUMBER: 25175

 AIA Document A310™ – 2010
Bid Bond

CONTRACTOR:

(Name, legal status and address)

EVERARD KENTUCKY DIVISION, INC.
2715 Olivet Church Road, Suite 2
Paducah, KY 42001

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
P.O. Box 469011
San Antonio, TX 78246

Mail Notices To:

Argo Surety Claims Dept.
P.O. Box 469011
San Antonio, TX 78246
Phone 833-820-9137
Surety.claims@argosurety.com

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Paducah
300 South 5th Street
Paducah, KY 42003

BOND AMOUNT: Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

PROJECT: Fire Station Repairs

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of April, 2023.


(Witness) Blaine Thompson

EVERARD KENTUCKY DIVISION, INC.
(Principal)

(Seal)

(Title) Rooney Everard, President


(Witness) Ashley Miller, Witness

Argonaut Insurance Company
(Surety)

(Title) Andrew P. Thome, Attorney-In-Fact



State of Missouri
County of St. Louis

On 4/20/2023, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

ARGONAUT INSURANCE COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Ashley Miller, Notary Public

ASHLEY MILLER NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR ST. LOUIS COUNTY MY COMMISSION EXPIRES DEC. 21, 2025 ID #13556557

My Commission Expires: _____

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Dana A. Johnessee, Andrea McCarthy, Peter J. Mohs, Andrew P. Thome, Michael D. Wiedemeier, Amanda L. Williams, Donna Robson, Ashley Miller,
Christina A. Culotta, Blake A. Messer

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$107,116,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

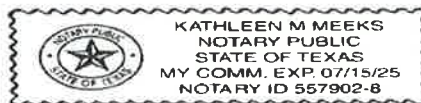
Gary E. Grose, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of April, 2023



Austin W. King, Secretary

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS****FIRE STATION NO. 2 EXTERIOR REPAIRS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal.

Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **STATE TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any state taxes or fees** owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: RODNEY EVRARD

Title: PRESIDENT

Company: EVARD-Kentucky Div, Inc.

Date: 4/21/23

STATE OF IL)

COUNTY OF Williamson)

The foregoing instrument was sworn to and acknowledged before me this 21st day of

April, 2023 by Rodney Evard, PRESIDENT

(title) of EVARD-Kentucky Div, Inc. (Name of Company).

My commission expires: 7/15/25

Notary Public, State at Large

SEAL



April 24, 2023



Mr. Chris Ferrell
Maintenance Superintendent
Public Works Department
City of Paducah
1120 North 10th Street
Paducah, KY 42001

Re: **Exterior Repairs Fire Station No. 2**
2802 Wayne Sullivan Drive
Paducah, KY 42003
PFGW File No. 2256

Dear Mr. Ferrell:

Bids were received at 2:00 p.m. on Thursday, April 20, 2023, at the Commission Chambers at City Hall for the above referenced project. A copy of the Bid Tabulation and Roster Sheet is enclosed for your records. Evard – Kentucky Division, Inc. is the apparent low bidder for the Base Bid with a base bid price of \$183,832.00. Also enclosed is a copy of the apparent low bidder's Form of Proposal, Bid Bond and Bidder's Required Certifications for your review and records.

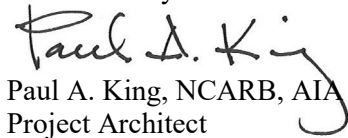
Upon review of the submitted bids, we recommend award of the contract to Evard – Kentucky Division, Inc. for the above Base Bid. We find all Proposed Subcontractors and Material/Manufacturer lists to be acceptable.

We present these items to you for review and approval.

Please call if you have any questions.

Sincerely,

Peck Flannery Gream Warren Inc.


Paul A. King, NCARB, AIA
Project Architect

PAK/jh

enclosures

xc: Evard – Kentucky Division, Inc.

April 20, 2023
2:00 PM CDT



Exterior Repairs Fire Station No. 2
2802 Wayne Sullivan Drive
Paducah, KY 42003
PFGW File No. 2256

Bid Tabulation

Contractor	Bid Bonds (5%)	Addendum No. 1	Sub-Contractors List	Preference to Kentucky Bidders	TOTAL Bid Proposal (Lump Sum)
A&K Construction 100 Calloway Court Paducah, KY 42001	X	X	X	X	\$249,000.00
Evrard Construction 2175 Olivet Church Road, Suite 2 Paducah, KY 42001	X	X	X	X	\$183,832.00

April 20, 2023
2:00 PM CDT



Re: **Exterior Repairs Fire Station No. 2**
2802 Wayne Sullivan Drive
Paducah, KY 42003
PFGW File No. 2256

Bid Meeting Roster Sheet

NAME	REPRESENTING	E-MAIL
1. Randy Crouch	City of Paducah	rcrouch@paducahky.gov
2. Joe Elias	Evrard Co	estimating@evrardco.com
3. Both Trimble	AJK	btrimble@akconstruction.com
4. PAUL KING	TRON INC.	pako.pfgw.net
5. Chris Ferrell	City of Paducah	cferrell@paducahky.gov
6. Chris Varber	"	cvarber@Paducahky.gov
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

SECTION 003100 - BID PROPOSAL (LUMP SUM)

Proposal of A&K Construction, Inc
(hereinafter called Bidder), organized and existing under the laws of A Corporation
(state) and doing business as ^{*}, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of FIRE STATION NO. 2 EXTERIOR REPAIRS in accordance with the plans, specifications and other contract documents prepared by the Architect/Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Security in the sum of \$ 5% of total bid amount, in the form of a Bid Bond or cashier's check, said amount being equal to Five Percent (5%) of the Total Bid Amount, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Fire Station No. 2 Exterior Repairs within **One Hundred (180)** consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day thereafter until Fire Station No. 2 Exterior Repairs completion as provided in accordance with Specifications.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL

The Bidder hereby satisfying all requirements of the specifications herein, proposes and agrees to submit the following lump sum price:

General Construction	\$	217,435.00
Site Work	\$	29,565.00
Plumbing	\$	0
HVAC	\$	0
Electrical	\$	2,000.00
Total	\$	249,000.00

TOTAL BID: Two Hundred Forty-Nine Thousand (written bid)
(\$ 249,000.00)

Total Bid price shall be shown in both words and figures. The amount shown in words shall govern in case of a discrepancy.

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form". The Bidder will be evaluated individually by the Owner and given a Rated Value for each Criteria Item from 0 = the lowest value (does not comply) to 10 = the highest value. The calculation of the Rating x Weight will equal the Criterion Score. The sum of all Criterion Scores will equip the Overall Score of each bidder.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) 1 Dated 04/10/2023

Attachments to the Bid Proposal Required:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Affidavit Signed and Notarized.
3. Bidder's Non-Collusion Certification Signed and Notarized.
4. All additional information as required within the Technical Specifications.

SUB-CONTRACTORS:

Subcontractors (if any) who the bidder proposes to use on Fire Station No. 2 Exterior Repairs shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%
Masonry	Holloway Masonry	270-217-3530	Masonry	6%
Aluminum Storefronts & Entrance Doors	Sullivan Glass	270-556-1009	Storefront & Doors	13%

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Fire Station No. 2 Exterior Repairs, Name of Bidder, and Date and Time of Bid Opening**," in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: A&K Construction Inc.

BY: Bill Boyd  DATE: 04/20/2023

TITLE: President

ADDRESS: 100 Calloway Court
Paducah, KY 42001

PHONE: 270-441-7752 FAX: 270-441-7754

CELL PHONE: 270-441-7754 E-MAIL: bboyd@akconstruction.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 62-1333068

KENTUCKY STATE REGISTRATION NUMBER: 0477172

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 01572

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

**A & K Construction Inc.
100 Calloway Court
Paducah, KY 42001**

OWNER:

(Name, legal status and address)

**City of Paducah
300 South 5th Street
Paducah KY 42003**

SURETY:

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183**

BOND AMOUNT: 5% of attached bid

PROJECT:

(Name, location or address, and Project number, if any)

**Fire Station No. 2 Exterior Renovations
Paducah KY**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17 day of April, 2023

A & K Construction, Inc.

Jennifer Hayden
(Witness)

Kevin Boyd
(Principal) (Seal)
President
(Title)

Travelers Casualty and Surety Company of America

Misty G. Meyer
(Surety) Misty G. Meyer (Seal)

Nate T. Byerly
(Witness) Nate T. Byerly

Attorney-in-Fact
(Title)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Misty G. Meyer** of **BENTON, Kentucky**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17** day of **April**, 2023



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SURETY BOND SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: _____

Robert L. Raney, Senior Vice President

SECTION 003300 - OWNER EVALUATION FORM**PROJECT:** Fire Station No. 2 Exterior Repairs**DATE:** 04/20/2023**BIDDER:** A&K Construction, Inc.**Grading Criteria:**

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0- 10)	WEIGHTED - PERCENT	CRITERION SCORE
1.	Price		80	
2.	Delivery		20	
3.				
4.				
5.				

BIDDER'S OVERALL TOTAL SCORE _____**PREFERENCE TO KENTUCKY BIDDERS**

1. Bidder is a resident of the following state: Kentucky
2. If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____
3. Addition of any reciprocal preference for resident bidders: _____

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS****FIRE STATION NO. 2 EXTERIOR REPAIRS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. STATE TAXES AND FEES

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any state taxes or fees** owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

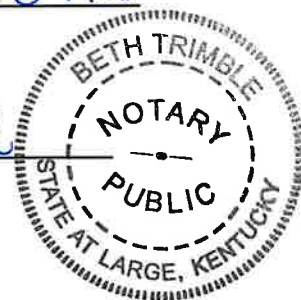
Signature: [Signature]
Printed Name: Ricky Tabers
Title: Executive Vice President
Company: A&K Construction
Date: 4/20/23

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 20th day of April, 2023 by Ricky Tabers, Executive V.P. (title) of A&K Construction (Name of Company).

My commission expires: 8/19/26

Beth Trimble
Notary Public, State at Large



S E A L

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Approve a Contract with 911 Fleet and Fire Equipment in the Amount of \$42,540 for Bailout Kits and Harnesses for the Fire Department - **S.KYLE**

Category: Municipal Order

Staff Work By: Jody
Burton, Hope Reasons
Presentation By: Steve
Kyle

Background Information: On August 23, 2022, the Paducah Fire Department was notified they were the recipient of a FEMA Assistance to Firefighters Grant in the amount of \$237,272 to purchase Source Capture Exhaust Systems for each of the five fire stations, and to purchase bail out kits and harnesses for all City firefighters. The Commission approved acceptance of the grant on September 13, 2022 with Municipal Order 2637.

A Request for Proposals was released on March 30, 2023 with proposals due on April 28, 2023. Only one proposal was received. The purchase will require a 10% match from the Fire Department. FI0038 is the Project Number for this grant. Account No. 1000 1801 523070 is the source account for the local match.

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: 1000 1801 523070

Staff Recommendation: Approve the contract with 911 Fleet and Fire Equipment and authorize the Mayor to sign all documents related to same.

Attachments:

1. MO agree – 911 Fleet and Fire Equipment – Bailout Kits and Harnesses - FD

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH 911 FLEET AND FIRE EQUIPMENT IN THE AMOUNT OF \$42,540 FOR THE PURCHASE OF BAILOUT KITS AND HARNESES FOR THE FIRE DEPARTMENT

WHEREAS, On August 23, 2022, the Paducah Fire Department was notified they were the recipient of a FEMA Assistance to Firefighters Grant in the amount of \$237,272 to purchase Source Capture Exhaust Systems for each of the five fire stations and to purchase bailout kits and harnesses for all City firefighters; and

WHEREAS, the City Commission approved acceptance of the grant on September 13, 2022, with Municipal Order 2637; and

WHEREAS, one proposal was received from 911 Fleet and Fire Equipment on April 28, 2023.

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

SECTION 1. The Commission hereby approves an Agreement with 911 Fleet and Fire Equipment the amount of \$42,540 for the purchase of Bailout Kits and Harnesses for the Fire Department, and authorizes the Mayor to execute all documents related to same.

SECTION 2. These expenditures shall be funded by the FEMA Assistance to Firefighters Grant through Project Account FI0038. The required local match amount of 10% will be charged to Account No. 1000 1801 523070.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 13, 2023
Recorded by Lindsay Parish, City Clerk, June 13, 2023
\\mo\agree – 911 Fleet and Fire Equipment – Bailout Kits and Harnesses - FD

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Declaration and Sale of Surplus Property Located at 1201 Park Avenue - **N. HUTCHISON**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Nicholas
Hutchison

Background Information: The City of Paducah acquired this property at 1201 Park Avenue, Jan. 3, 2004 with no known specific use planned at the time. Typically, it is in the best interest of the board to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

This property was advertised on City of Paducah website and in the Paducah Sun on April 22, 2023. The deadline to bid was 4 P.M, May 8, 2023. Only one bid was received. Ms. Hariett Hamilton proposes to purchase the property for \$100. She will improve the lot by constructing a carport and extending her existing fence to expand her yard. Proposed investment: \$3200

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: The irregular shape and small area of this lot makes development difficult. Therefore, it is recommended to determine that the property is surplus and accept the request of Harriet Hamilton to transfer the property for \$100, to construct a carport, and extend her existing fence to include this lot.

Attachments:

1. SOA2023-0002 1201 Park Ave Staff Report
2. MO - prop sale– 1201 Park Avenue

STAFF REPORT
City CommissionAPPLICATION INFORMATION

ADDRESS	1201 Park Avenue
CASE NO.	SOA2023-0002
OWNER	City of Paducah
APPLICANT	Harriet Hamilton
REQUEST	Sale of Asset
HEARING DATE	June 13, 2023

GENERAL SITE INFORMATION

CURRENT ZONING	R-3
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Plan
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC	Paducah Fire, Paducah

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Residential
SOUTH	B-3	Residential
EAST	B-3	Commercial
WEST	R-3	Residential

GENERAL INFORMATION

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

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

DESCRIPTION OF THE PROPERTY: 1201 Park Ave.



Intended Use at the time of Acquisition

The City of Paducah acquired this property at 1201 Park Avenue, Jan. 3, 2004 with no specific use planned at the time.

DISPOSITION OF THE PROPERTY:

Typically, it is in the best interest of the board to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. Disposition: Sealed Bid

BID INFORMATION

Sec. 82.083 (5) If a City receives no bids for the real or personal property, either at public

or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made.

This property has been advertised several times since acquisition, the most recent being on the City website and in the Paducah Sun on April 22, 2023. The deadline to bid was 4 PM, May 8, 2023. Only one bid was received for this property.

BID #1	Harriet Hamilton	Bid Amount: \$100
	Ms. Hamilton proposes to purchase the lot for \$100 and make improvements including expanding her fence to include the lot and construct a carport. Proposed investment: \$3200	

STAFF RECOMMENDATION

This lot is located on the corner of 12th and Park Avenue. Due to the irregular shape of the lot and the size (under 2100 square feet) it would be difficult to find someone willing to develop the lot.

Therefore, it is recommended to determine that the property is surplus and accept the request of Harriet Hamilton to transfer the property for \$100, to construct a carport, and fence around the lot.

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1201 PARK AVENUE TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF HARRIET HAMILTON IN THE AMOUNT OF \$100 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083 a written determination has been made that the City does not have any use at this time or in the future for property located at 1201 Park Avenue, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 22, 2023, and only one bid was received and opened on May 8, 2023; and

WHEREAS, the City desires to accept the bid of Harriet Hamilton, who proposes to make improvements, including expanding her fence to include the lot and constructing a carport. The proposed investment is \$3,200.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1201 Park Avenue to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Harriet Hamilton in the amount of \$100 for the purchase of real property located at 1201 Park Avenue.

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

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 13, 2023
Recorded by Lindsay Parish, City Clerk, June 13, 2023
\\mo\prop sale- 1201 Park Avenue

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Declaration and Sale of Surplus Property Located at 1011 Oscar Cross - **N. HUTCHISON**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Nicholas
Hutchison

Background Information: The City of Paducah acquired this property at 1011 Oscar Cross Blvd. with no known specific use planned at the time. Typically, it is in the best interest of the board to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This property has been advertised several times since acquisition, the most recent being on the City website and in the Paducah Sun on April 22, 2023. The deadline to bid was 4 P.M., May 8, 2023. Two bids were submitted prior to the deadline. Bid #1: Paducah Alliance of Neighbors proposes to obtain the lot for the purpose of constructing a single-family-residence for a pre-approved home buyer. The buyer is a low-to-moderate income, first-time homebuyer. Timeline: May-June Planning Procurement of Contractors, August 2023-May 2024 Construction, with transfer to the new owner expected by May 2024. The proposed investment: \$194,000. Bid #2: Mr. Aaron Prather proposes to cut trees, remove stumps, bring in dirt to level the lot, run plumbing to city water, remove property lines to combine with the adjacent lot which he currently owns and prepare drawings for future development. His proposed investment is \$10,000.

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

If yes, please list the Commission Priority: The transferring of this property to Paducah Alliance of Neighbors works toward the goals of the following commission's priorities: Neighborhoods, Quality of Life, Southside Enhancements, and Housing.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Based on the scoring criteria (see attachment) Bid #1 is clearly the best evaluated bid. Additionally, this lot is in the southside area targeted for revitalization. The developer will be applying on behalf of the new owner for funds from the Southside Homeowner Rehabilitation and New Construction Incentive Program once adopted. Therefore, it is recommended to determine that the property is surplus and accept the request submitted by Paducah Alliance of Neighbors to transfer the property for \$1, to construct a single-family home subject to the standard clause applied in the Fountain Avenue Revitalization Area that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within one year.

Attachments:

1. SOA2023-0002 1011 Oscar Cross Staff Report
2. MO - prop sale-1011 Oscar Cross Boulevard

STAFF REPORT
City CommissionAPPLICATION INFORMATION

ADDRESS	1011 Oscar Cross Blvd.
CASE NO.	SOA2023-0003
OWNER	City of Paducah
APPLICANT	Paducah Alliance of Neighbors
REQUEST	Sale of Asset
HEARING DATE	June 13, 2023

GENERAL SITE INFORMATION

CURRENT ZONING	R-3
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Plan
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC	Paducah Fire, Paducah

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Residential
SOUTH	R-3	Residential
EAST	R-3	Residential
WEST	R-3	Residential

GENERAL INFORMATION

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

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

DESCRIPTION OF THE PROPERTY: 1011 Oscar Cross Blvd.



Intended Use at the time of Acquisition

The City of Paducah acquired this property at 1011 Oscar Cross Blvd. with no known specific use planned at the time.

DISPOSITION OF THE PROPERTY:

Typically, it is in the best interest of the board to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. Disposition by: Sealed Bid/2 bids received.

BID INFORMATION

Sec. 82.083 (5) This property has been advertised several times since acquisition, the most recent being on the City website and in the Paducah Sun on April 22, 2023. The deadline to bid was 4 PM, May 8, 2023.

BID #1	Paducah Alliance of Neighbors	Bid Amount: \$1
	Paducah Alliance of Neighbors proposes to obtain the lot for the purpose of constructing a single-family-residence for a pre-approved home buyer. The buyer is a low-to-moderate income, first time homebuyer. Timeline: May-June Planning Procurement of Contractors, August 2023-May 2024 Construction, with transfer to the new owner expected by May 2024. Proposed investment: \$194,000	
BID #2	Aaron Prather	Bid Amount: \$400
	Mr. Prather proposes to cut trees, remove stumps, bring in dirt to level the lot, run plumbing to city water, remove property lines to combine with the adjacent lot which he currently owns and prepare drawings for future development. Proposed Investment \$10,000	

STAFF RECOMMENDATION

Based on the scoring criteria attached, Bid #1 is clearly the best evaluated bid. Additionally, this lot is in the southside area targeted for revitalization. The developer will be applying on behalf of the new owner for funds from the Southside Homeowner Rehabilitation and New Construction Incentive Program once adopted.

Therefore, it is recommended to determine that the property is surplus and accept the request of Paducah Alliance of Neighbors to transfer the property for \$1, to construct a single-family home subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within one year.

Scoring criteria used to score the bids:

Scoring Criteria For Acceptance of Submittals	Possible Points	Bid #1	Bid #2
Property Developed for Residential Use			
First-time Property Buyer/Home Owner Occupied	40	40	
Owner Occupied (not first-time owner)	30		
Develop for Resale	20		
Develop as Rental Property	10		
Property Developed for Non-Residential Uses			
Development create new jobs	30		
Development will not create new jobs.	20		20
Timeline to Complete the Project			
Within one year	30	30	
Between 1 to 2 years	20		
More than 2 years but less than 3 years	10		10
Landscape improvements including at least 1 new tree	20		
Cost Estimates			
Detailed 3 rd party estimates/bid	30		
Bidder estimated cost with no 3 rd party backup	20	20	20
Proof of Financial Ability/Letter from Financial Institution	30	30	
Drawings of Plans			
Detailed plans including elevations, floor plans, facades	30	30	
Sketches of plans to be developed	20		
Detailed description with no drawings	10		10
If the property contains a structure			
Complete rehab of the structure	20		
Address major issues, minimal rehab	10		
Comprehensive Plan Compliance	20	20	
Total Project Score (minimum score 100)		170	60

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1011 OSCAR CROSS BOULEVARD TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF PADUCAH ALLIANCE OF NEIGHBORS IN THE AMOUNT OF \$1 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083 a written determination has been made that the City does not have any use at this time or in the future for property located at 1011 Oscar Cross Boulevard, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on April 22, 2023, and two bids were received and opened on May 8, 2023; and

WHEREAS, the City desires to accept the best evaluated bid of Paducah Alliance of Neighbors, who proposes to construct a single-family residence for a pre-approved home buyer.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1011 Oscar Cross Boulevard to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the best evaluated bid of Paducah Alliance of Neighbors in the amount of \$1 for the purchase of real property located at 1011 Oscar Cross Boulevard.

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

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 13, 2023
Recorded by Lindsay Parish, City Clerk, June 13, 2023
\\mo\prop sale- 1011 Oscar Cross Boulevard

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Resolution Establishing the Six Ethics Principles - **L. PARISH**

Category: Resolution

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

Presentation By: Lindsay Parish

Background Information: The Kentucky League of Cities offers a Certified City of Ethics Program. The City of Ethics Program is a way to recognize cities and city officials that have adopted principles and procedures that offer guidance on ethical issues and a mechanism to resolve complaints at the local level.

Any KLC member city may apply for this multi-faceted certification program by following these steps:

- Adopting a resolution establishing the six ethics principles to govern the conduct of city officials and employees
- Review the current Ethics Ordinance to ensure that it meets the standards set out in KRS 65.003
- Adopt any needed or desired changes to the Ethics Ordinance
- Enter into an agreement with KLC to carry out the program requirements, including training
- KLC provides training to City Officials and Ethics Board members on the Ethics Ordinance
- Achieve Certification
- The city must receive training every four years on the ethics ordinance to maintain this status.

This resolution is the first step of the process to achieve the Certified City of Ethics designation. The 6 ethics principals being adopted include:

- Serve the public interest, not our own
- Fulfill the duties and responsibilities of holding public office
- Be ethical and professional
- Be fiscally responsible with the city resources
- Communicate effectively and respectfully

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. Ethics Resolution 2023

2. Certified City of Ethics - KLC Overview

RESOLUTION

A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY,
ESTABLISHING SIX ETHICS PRINCIPLES TO GOVERN THE
CONDUCT OF THE CITY'S OFFICIALS AND EMPLOYEES.

WHEREAS, the Kentucky League of Cities has established a Certified City of Ethics Program; and

WHEREAS, the City of Paducah wishes to be certified as a Certified City of Ethics under the Kentucky League of Cities Program; and

WHEREAS, part of the certification process requires the legislative body to subscribe to the ethics principles set out in KRS 65.003 and Code of Ordinances Chapter 2, Article X "Code of Ethics."

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

SECTION 1. That as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve the public interest, not our own.
 - Provide courteous, equitable, and prompt service to all citizens
 - Be in tune with and care about the needs and issues of all citizens, public officials and employees
 - Be interested, engaged and responsive in interactions with citizens
 - Recognize and support the public's right to know the City's business
- Fulfill the duties and responsibilities of holding public office.
 - Observe the highest standards of integrity in official acts and undertake responsibilities for the benefit of the greater public good
 - Faithfully discharge the duties of office regardless of personal considerations, recognizing that the public interest is the primary concern
 - Uphold the Constitution of the United States and the Constitution of the Commonwealth of Kentucky and carry out impartially the laws of the nation, state, and City and thus foster respect for all government

- Comply with both the letter and the spirit of the laws and policies affecting operations of the City
- Recognize the obligation to implement the adopted goals and objectives of the City in good faith, regardless of personal views
- Present both official and personal conduct in a manner that is above reproach
- Do not use the position to secure special privileges or exemptions that are different from those available to the general public
- Understand and abide by the respective roles and responsibilities of elected and appointed officials and city staff and do not undermine them in their work
- Be independent, impartial, and fair in judgment and actions
- Be ethical and professional.
 - Be trustworthy, acting with the utmost integrity and moral courage
 - Be truthful and reliable
 - Be accountable for actions and behavior and accept responsibility for decisions
 - Make impartial decisions, free of influence from unlawful gifts, narrow political interests, and financial and other personal interest that impair independent judgment or action
 - Be fair, distributing benefits and burdens according to consistent and equitable criteria
 - Oppose all forms of harassment and unlawful discrimination
 - Extend equal opportunities and due process to all parties in matters under consideration
 - Be respectful of confidences and confidential information
 - Avoid giving the appearance of impropriety and of using the position for personal gain
 - Apply knowledge and expertise to assigned activities and to the interpersonal relationships that are part of the position in a consistent, confident, competent, and productive manner

- Approach the position and work-related relationships with a positive attitude, contributing to a supportive, respectful, and non-threatening work environment
- Keep professional knowledge and skills current and growing
- Be respectful of all city staff, officials, volunteers, and others who participate in the City's government
- Be fiscally responsible with the city resources.
 - Make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability
 - Demonstrate concern for the proper use of City assets, (e.g. personnel, time, property, equipment, funds), and do not use public resources for personal gain
 - Make decisions that seek to preserve the financial capacity of the City to provide programs and services for City residents
 - Provide full disclosure of any potential financial or other private conflict of interest and abstain from participating in the discussion and vote on these matters
 - Prevent misuse of public funds by establishing, maintaining, and following strong fiscal and managements controls
 - Report any misuse of public funds
- Communicate effectively and respectfully.
 - Convey the City's care for and commitment to its citizens
 - Communicate in a manner that is approachable, open-minded, and willing to participate in dialog
 - Engage in effective two-way communication by listening carefully, asking questions, and responding appropriately, which adds value to conversations
 - Do not interfere with the orderly conduct of meetings by interrupting others or making personal comments not germane to the business at hand
 - Follow up on inquiries in a timely manner
 - Encourage and facilitate citizen involvement in policy decision-making

- Be respectful in disagreements and contribute constructively to discussions on the issue
- Create an environment of honesty, openness and integrity.
 - Promote intelligent, proactive, and thoughtful innovation in order to advance the City's policy agenda and provide City services while considering the broader regional, statewide, national, and international implications of the City's decisions and issues
 - Maintain consistent standards, but also be sensitive to the need for compromise, creative problem solving, and making improvements when appropriate
 - Be open to new ideas and processes, adopting them as they conserve resources and provide efficient and effective service
 - Consider the potential long-term consequences and implications of all actions and inactions

SECTION 2. This resolution shall be in full force and effect from and after its adoption, as required by law.

MAYOR

ATTEST:

CITY CLERK

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\resoln\Ethics Resolution 2023

CERTIFIED CITY OF ETHICS

Certification under the Kentucky League of Cities (KLC) Certified City of Ethics Program is a way to recognize cities and city officials that have adopted principles and procedures that offer guidance on ethical issues. It also serves as a mechanism to resolve complaints at the local level. In addition, this program increases public trust and confidence in city governments and their services through the training and recognition that it promotes.

To earn a “Certified City of Ethics” designation, a city must take the following steps.

STEP 1 Adopt a resolution establishing the six ethics principles to govern the conduct of your city’s officials and employees.

These principles are designed to guide elected officials and employees as individuals and as a governing body.

These principles are:

- ♦ Serve the public interest, not our own.
- ♦ Fulfill the duties and responsibilities of holding public office.
- ♦ Be ethical and professional.
- ♦ Be fiscally responsible with city resources.
- ♦ Communicate effectively and respectfully.
- ♦ Create an environment of honesty, openness, and integrity.

The adopted resolution must include, or at least reference, the definitions of these principles. A sample resolution is available from KLC. A majority of the city’s elected governing body must approve the resolution. A copy of the approved resolution should be mailed or emailed to KLC.

Email – msimon@klc.org or cjohnson@klc.org

Mail – Kentucky League of Cities, Attention: KLC Municipal Law Department, 100 East Vine Street, Suite 800, Lexington, KY 40507

STEP 2 Review the ethics ordinance that meets minimum standards set out in KRS 65.003.

The city’s ethics ordinance should be reviewed to be certain that it contains all the required elements of KRS 65.003, including definitions, an enumeration of permissible and impermissible activities by elected officials, and due process procedures for elected officials charged with a violation of the ordinance.

City officials, along with their city attorney, can consult KLC’s Sample Ethics Ordinance when considering provisions to include in a comprehensive code of ethics or when amending the code of ethics.

The ordinance must be emailed or mailed to the KLC Municipal Law and Training Department staff for their cursory review. The review will consist of making sure that all requirements in KRS 65.003 have been met.

Email – msimon@klc.org or cjohnson@klc.org

Mail – Kentucky League of Cities, Attention: KLC Municipal Law Department, 100 East Vine Street, Suite 800, Lexington, KY 40507

If the city ethics ordinance is found to be deficient, the city will need to amend the ordinance to bring it into compliance with the statute.

CERTIFIED CITY OF ETHICS

STEP 3 Training on City Ethics Ordinance

3

Once the ordinance has been reviewed and is found to meet the requirements of KRS 65.003 and the resolution has been adopted, all elected city officials (and the Ethics Board/Commission) shall be trained on their specific city code of ethics.

The training shall take place at an open meeting of the city legislative body. City officials would be eligible for ethics training credit.

In addition, any employees, boards, and commissions covered under the city code of ethics may also be trained at the rate of \$150.00 per session.

STEP 4 Certification

4

Once it is determined that the ordinance and resolution meet the established requirements and the city has received the required training, the city will be designated as a "Certified City of Ethics."

Each city designated as a Certified City of Ethics will receive a framed certificate for the city's display. The Certified City of Ethics designation can be incorporated into city stationary, road signs, and other materials at the city's discretion. In addition, KLC will send news releases to the local media notifying them that the city has earned this designation and provide recognition in KLC publications and events.

The city must receive training every four years on the ethics ordinance to maintain this status.

OTHER IMPORTANT ITEMS TO NOTE

- **Once a city adopts an ethics ordinance and qualifies as a Certified City of Ethics, it is important to note that KLC does not enforce the ordinance.**

KLC does not act as an enforcement or regulating agency. The city's local enforcement board determines the acceptable level of ethical conduct of those elected to and retained in office and employed by the city.

- **Cost for the program**

The initial review time to make certain that the ordinance complies with KRS 65.003, preparation for training, and the actual training will be \$500.00. Additional costs associated with this program will be mileage from the KLC office to and from the training location, any per diem or hotel if required, and any additional employee and/or board training sessions at \$150.00 per session. The need to spend the night will be determined on a case-by-case basis. These costs will be billed to the city at the completion of this program.

In the event that more than one city can be trained within one travel period, the additional travel costs will be divided between the two cities.

Once training is complete, KLC will invoice the city for the remaining expenses to be paid within 30 days from the date of the invoice.

To officially engage the Kentucky League of Cities to complete this project, please provide a resolution authorizing the signature below.

Signature: _____ Date: _____

Print: _____ Title: _____

CERTIFIED CITY OF ETHICS

RESOLUTION NO. _____

A RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF _____ APPROVING CERTIFIED CITY OF ETHICS PROPOSAL.

* * *

WHEREAS, the Legislative body of the City of _____ does desire to become a Certified City of Ethics in accordance with the Kentucky League of Cities (KLC) Certified City of Ethics Program; and

WHEREAS, it is necessary to enter into an agreement with KLC to carry out the program requirements, including ordinance review, adoption of a resolution, and training; and

WHEREAS, the attached agreement outlines the program requirements and requires city approval of all elements;

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE BODY OF THE CITY OF _____, _____ COUNTY, KENTUCKY:

THAT the agreement attached to this resolution between the City of _____, and the Kentucky League of Cities, be and the same is approved; the mayor is authorized and directed to execute the agreement for and on behalf of the city; and the city clerk is authorized and directed to attest such signature.

RESOLVED this _____ day of _____, 20_____.

Mayor

Legislative Body Member

Legislative Body Member

Legislative Body Member

Legislative Body Member

Legislative Body Member

Legislative Body Member

ATTEST:

CERTIFIED CITY OF ETHICS

RESOLUTION

WHEREAS the Kentucky League of Cities has established a Certified City of Ethics Program; and

WHEREAS the City of _____, wishes to be certified as a Certified City of Ethics under the Kentucky League of Cities Program; and

WHEREAS part of the certification process requires the city officials to subscribe to the ethics principles set out in KRS 65.003 and Ordinance No. _____;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of _____, Kentucky, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- ♦ Serve the public interest, not our own
 - Provide courteous, equitable, and prompt service to all citizens.
 - Be in tune with and care about the needs and issues of all citizens, public officials, and employees.
 - Be interested, engaged, and responsive in interactions with citizens.
 - Recognize and support the public's right to know the city's business.
- ♦ Fulfill the duties and responsibilities of holding public office
 - Observe the highest standards of integrity in official acts and undertake responsibilities for the benefit of the greater public good.
 - Faithfully discharge the duties of office regardless of personal considerations, recognizing that the public interest is the primary concern.
 - Uphold the Constitution of the United States and the Constitution of the Commonwealth of Kentucky and carry out impartially the laws of the nation, state, and city and thus foster respect for all government.
 - Comply with both the letter and the spirit of the laws and policies affecting operations of the city.
 - Recognize the obligation to implement the adopted goals and objectives of the city in good faith, regardless of personal views.
 - Present both official and personal conduct in a manner that is above reproach.
 - Do not use the position to secure special privileges or exemptions that are different from those available to the general public.
 - Understand and abide by the respective roles and responsibilities of elected and appointed officials and city staff, and do not undermine them in their work.
 - Be independent, impartial, and fair in judgment and actions.
- ♦ Be ethical and professional
 - Be trustworthy, acting with the utmost integrity and moral courage.
 - Be truthful and reliable.
 - Be accountable for actions and behavior and accept responsibility for decisions.

CERTIFIED CITY OF ETHICS

- Make impartial decisions, free of influence from unlawful gifts, narrow political interests, and financial and other personal interests that impair independent judgment or action.
- Be fair, distributing benefits and burdens according to consistent and equitable criteria.
- Oppose all forms of harassment and unlawful discrimination.
- Extend equal opportunities and due process to all parties in matters under consideration.
- Be respectful of confidences and confidential information.
- Avoid giving the appearance of impropriety and of using the position for personal gain.
- Apply knowledge and expertise to assigned activities and to the interpersonal relationships that are part of the position in a consistent, confident, competent, and productive manner.
- Approach the position and work-related relationships with a positive attitude, contributing to a supportive, respectful, and non-threatening work environment.
- Keep professional knowledge and skills current and growing.
- Be respectful of all city staff, officials, volunteers, and others who participate in the city's government.
- ♦ Be fiscally responsible with city resources
 - Make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the city, especially its financial stability.
 - Demonstrate concern for the proper use of city assets (e.g., personnel, time, property, equipment, funds), follow established procedures, and do not use public resources for personal gain.
 - Make decisions that seek to preserve the financial capacity of the city to provide programs and services for city residents.
 - Provide full disclosure of any potential financial or other private conflict of interest and abstain from participating in the discussion and vote on these matters.
 - Prevent misuse of public funds by establishing, maintaining, and following strong fiscal and management controls.
 - Report any misuse of public funds.
- ♦ Communicate effectively and respectfully
 - Convey the city's care for and commitment to its citizens.
 - Communicate in a manner that is approachable, open-minded, and willing to participate in dialogue.
 - Engage in effective two-way communication by listening carefully, asking questions, and responding appropriately, which add value to conversations.
 - Do not interfere with the orderly conduct of meetings by interrupting others or making personal comments not germane to the business at hand.
 - Follow up on inquiries in a timely manner.
 - Encourage and facilitate citizen involvement in policy decision-making.
 - Be respectful in disagreements and contribute constructively to discussions on the issue.

CERTIFIED CITY OF ETHICS

- ♦ Create an environment of honesty, openness, and integrity
 - Promote intelligent, proactive, and thoughtful innovation in order to advance the city's policy agenda and provide city services while considering the broader regional, statewide, national, and international implications of the city's decisions and issues.
 - Maintain consistent standards, but also be sensitive to the need for compromise, creative problem solving, and making improvements when appropriate.
 - Be open to new ideas and processes, adopting them as they conserve resources and provide efficient and effective service.
 - Consider the potential long-term consequences and implications of all actions and inactions.

RESOLVED this _____ day of _____, 20_____.

Mayor

Legislative Body Member

Legislative Body Member

Legislative Body Member

Legislative Body Member

Legislative Body Member

Legislative Body Member

ATTEST:

CERTIFIED CITY OF ETHICS

News Release

Date

City Contact

City of _____ Achieves “Certified City of Ethics” Distinction

The City of _____ recently received the “Certified City of Ethics” designation.

Quote from mayor or city official expressing pride in receiving certification - add another layer to checks and balances, increases transparency, etc.

The voluntary program, developed by the Kentucky League of Cities (KLC), encourages cities to adopt and adhere to a set of key ethical principles and a comprehensive model ethics ordinance. The ordinance guides conduct of city officials and their employees in areas such as financial disclosures, conflicts of interests, and outside employment. The ordinance also contains strong penalty provisions – including public reprimands, fines, and removal - for city officials and employees who violate the ordinance.

The certification process also includes specific training which city officials and employees completed (date).

(Quote from mayor or city official on why city pursued certification.)

KLC reviewed the code of ethics ordinance to determine if the city complies with the criteria set out in KRS 65.003. The city received a plaque and is now authorized by KLC to use a “Certified City of Ethics” logo on stationery, road signs, city vehicles, and other uses.

Based in Lexington, KLC is a voluntary, nonprofit membership association that provides legislative advocacy, legal services, consulting services, and training to more than 380 member cities. KLC also provides insurance and financial services to municipal agencies throughout Kentucky.

For more information on the Certified City of Ethics designation, contact KLC at 800.876.4552.

City of Ethics Certification Checklist

- ☐ Complete the paperwork and pass the resolution.
- ☐ Send the resolution to KLC Personnel Services.
- ☐ Send the current ordinance to KLC Personnel Services for review for compliance with KRS 65.003.
- ☐ KLC will send the current ordinance review back to the city for consideration.
 - ♦ Review the sample ethics ordinance at the link below to see if there are any updates that you would like to make to your current ordinance.
 - ♦ http://www.klc.org/news/2408/Aspire_to_become_a_KLC_Certified_City_of_Ethics
- ☐ The city determines (and will let KLC know) whether it wants to update its current ordinance.
 - ♦ If not, KLC can schedule training at this point.
 - ♦ If so, KLC will wait for the updated language and base the training on the new ordinance.
- ☐ KLC will schedule a date for the training.
 - ♦ If you have updated the ordinance, it is good to schedule the training between the first and second readings. This way, if you find any errors or additional changes you would like to make, it can be done without extra publication cost.
- ☐ KLC creates a customized training for your city.
- ☐ KLC trains your city officials.
- ☐ Your city is certified!

For more information contact:



Chris Johnson
Personnel Services
Managing Attorney
cjohnson@klc.org



Michael Simon
Personnel Services Attorney
msimon@klc.org

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: A Resolution Stating the City will Abide by all Program Income Requirements for Community Development Block Grants - **D. JORDAN**

Category: Resolution

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: Under the KCDBG Program, funds received back to the community as a result of a KCDBG-funded activity are generally referred to as program income. Program income funds retain their federal identity and are subject to all CDBG and other federal requirements. Program income is defined as gross income received by a unit of general local government or a subrecipient of a unit of general local government that was generated from the repayment of KCDBG funds regardless of when the funds were appropriated and whether the activity has been closed out. The City agrees to abide by the following requirements related to Program Income from KCDBG funds:

Any program income received before full programmatic close-out must be substantially expended, to the extent practical, before drawing additional CDBG funds from the state for any activity in any CDBG project that the grantee has open. If the grant that generated the program income is closed, any program income permitted to be retained, will be considered part of the unit of the local government's most recently awarded open grant.

Appropriate documentation regarding the use of funds must be maintained along with the appropriate accounting documents. Program income must be used for eligible CDBG activities as listed in Title I, Section 5305(a). Program income is subject to all of the rules and regulations governing KCDBG funds including, but not limited to, compliance with: national objective, procurement, equal opportunity, environmental, labor standards, lead-based paint hazard treatment, etc.

In order to expend program income, a grantee must request approval from the state. Use Request and related certifications must be submitted prior to local approval of the project. Due to a statutory provision mandating that KCDBG funds benefit the eligible grantee that received the original funds, a grantee cannot transfer program income to another agency for use in other cities or counties.

A program income/miscellaneous revenue accounting system should:

- ☐ Record program income/miscellaneous revenue appropriately in the grantee's accounting records;
- ☐ Ensure that all program income/miscellaneous revenue is collected and properly classified; and
- ☐ Ensure that the handling of program income/miscellaneous revenue complies with applicable federal and state requirements.

The method of accounting to be used for tracking program income/miscellaneous revenue shall meet Generally Accepted Accounting Principles (GAAP). Any accounting system used must be detailed enough to provide the necessary information for completing DLG's Semi- Annual Repayment Report(Attachment 3-6) and comply with the requirements of 24 CFR Part 85. The grantee must maintain files that accurately account for all funds received and disbursed. This documentation must include bank statements and canceled checks (copies are acceptable if both sides of canceled checks are copied). The grantee must also maintain documentation that

shows program income funds were spent in compliance with Title I requirements. This includes documentation that the funds were spent on eligible activities, that a national objective was met, and that all other requirements such as environmental review, fair housing, relocation and citizen participation were complied with.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the resolution to abide by all Program Income Requirements for the Community Development Block Grant Program.

Attachments:

1. RES CDBG Funds – Program Income Requirements

RESOLUTION

A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY,
ESTABLISHING THAT THE CITY SHALL ABIDE BY ALL
PROGRAM INCOME REQUIREMENTS FOR COMMUNITY
DEVELOPMENT BLOCK GRANTS

WHEREAS, under the Kentucky Community Development Block Grant (KCDBG) Program, funds received back to the community as a result of a KCDBG-funded activity are generally referred to as program income; and

WHEREAS, program income funds retain their federal identity and are subject to all CDBG and other federal requirements.; and

WHEREAS, the City of Paducah now wishes to comply with the requirements of the KCDBG Program by approving a Resolution to agree to abide by all KCDBG requirements for Community Development Block Grant funds.

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

SECTION 1. That all revenues and expenditures of funds related to Community Development Block Grants shall be used in accordance with Program Income/Miscellaneous Receipts regulations promulgated in CFR 570.489 (e)(1)(iv).

SECTION 2. This resolution shall be in full force and effect from and after its adoption, as required by law.

MAYOR

ATTEST:

CITY CLERK

Adopted by the Board of Commissioners, June 13, 2023
Recorded by Lindsay Parish, City Clerk, June 13, 2023
\\resoln\CDBG Funds – Program Income Requirements

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Approve the Agreement between the City of Paducah and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 1586 - **M. SMOLEN**

Category: Ordinance

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The City has made the following contract changes in exchange for increasing the cost of living adjustment for AFSCME represented positions in Fiscal Year 2024.

- In Section 2, Discipline, we updated who could be present with an employee receiving disciplinary action.
- The holiday Juneteenth was added.
- Janitorial staff who do not wear safety shoes can now receive one-half of the safety shoe allowance.
- Meals will no longer be mandatory for the City to provide during inclement weather when restaurants are closed.
- Breaks must be taken onsite, or at approved locations.
- Lunches must be taken onsite, at approved locations, or at their assigned shop.
- AFSCME representatives at Labor / Management meetings has been updated.
- Cost of living adjustments (COLAS) will be as follows - FY24 6%, FY25 4%, FY26 3%. No increases to the base rates were provided.
- The duration of the contract has changed to July 1, 2023 – June 30, 2026, to better align with other collective bargaining agreements in the City.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the recommended contract changes for the AFSCME Agreement effective July 1, 2023.

Attachments:

1. Ord - contract-AFSCME Local 1586 2023-2026
2. AFSCME Contract 2023 - 2026 FINAL

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 1586

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the American Federation of State, County and Municipal Employees AFL-CIO, Local 1586.

SECTION 2. This Agreement shall be effective from July 1, 2023, to June 30, 2026.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 23, 2023
Adopted by the Board of Commissioners, June ____, 2023
Recorded by Lindsay Parish, City Clerk, June ____, 2023
Published in *The Paducah Sun*, June ____, 2023
\\ord\pw\contract-AFSCME Local 1586 2023-2026

AGREEMENT

BETWEEN

THE CITY OF PADUCAH

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

AFL-CIO, LOCAL 1586

JULY 1, 2023 – JUNE 30, 2026

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CONTRACT

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between the CITY OF PADUCAH hereinafter referred to as the "City" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL CIO, LOCAL 1586, hereinafter referred to as the "Union".

PREAMBLE

It is the intent of the parties that this contract constitutes a complete agreement between the parties hereto, and that it shall remain in effect except as hereinafter amended, altered or modified, and that no additions, waivers, deletions, changes or amendments shall be made during the term of this contract except by written agreement of the parties.

It is understood that no incident by the City or Union, which occurred prior to the date of this contract, shall be the subject of complaint under any of the procedures provided in this contract.

1. UNION SECURITY

A. RECOGNITION

1. The City agrees to recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining in the settlement of disputes which may arise concerning wage rates, working conditions, hours of employment, dismissal, discrimination or other conditions of employment.
2. The City and the Union do hereby agree that the unit appropriate for such bargaining purposes shall consist of permanent full time, non-supervisory employees within a combination of the following (meeting one criteria in each category): Departments, Divisions and Classifications. Departments, Engineering-Public Works and Parks Services; Divisions, Parks Maintenance, Maintenance, Solid Waste, Floodwall, and Street; Classifications, Compost Equipment Operator, Concrete Finisher, Equipment Operator, Laborer, Maintenance Technician, Right of Way Maintenance Person, Traffic Technician, Truck Driver and Floodwall Operator. All other City employees shall be excluded from the bargaining unit.
3. The City agrees not to discriminate against any employee because of Union membership or lawful Union activity, and the Union agrees not to solicit for membership, collect Union funds, or engage in other Union activity on City time unless specifically provided for in this agreement.

B. MEMBERSHIP DUES DEDUCTION

1. The Employer and the Union agree that membership in the Union is available to all employees occupying bargaining unit positions after serving their probationary period. In addition the Union and the City agree to conform to prevailing State of Kentucky Law with respect to the exercise of Right to Work practices for Membership Dues Deduction.

2. The Employer agrees to deduct Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receipt of a written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer's Finance Director by the employee or the Union Treasurer. Upon receipt of the authorization, the employer will withhold the sum as certified by the Union as its uniform dues from the employee's pay in the pay period in the month following receipt of the authorization. The sum of all dues collected shall be remitted to the Union treasurer within ten (10) days of the deduction.
3. Dues check off authorizations shall be honored for the term of this Agreement, except that any employee may revoke his authorization during the month of December of each year of the agreement. There shall be no other revocation period. The revocation shall be in writing to the City and the Union.
4. The Employer assumes no obligation of any kind arising out of its deduction of dues. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person against it as a result of its dues deduction. Once dues are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.
5. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside the bargaining unit covered by this Agreement is laid off from work, revokes his authorization pursuant to the terms of this Agreement, is on unpaid leave of absence or for any reason fails to earn sufficient wages to make all legally required deductions such as taxes, FICA, etc., in addition to the deduction of Union dues.
6. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and By-Laws.

2. DISCIPLINE

- A. At any disciplinary proceeding, an employee shall be entitled to representation by the Steward or other selected employee Union Representative when the Steward is not available. Under no circumstances shall any action cease due to the unavailability of a Union Representative. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.
- B. It is agreed that disciplinary action shall not be imposed upon an employee except for just cause.
- C. Any proposed disciplinary action involving discharge, suspension, or reduction in grade or pay (NON CIVIL SERVICE ONLY), shall be subject to the grievance procedure.
- D. Although harsh disciplinary action may be imposed for severe infractions, in most cases the City shall adhere to the principle of progressive discipline. This disciplinary action shall include:
 - i. Verbal Warning
 - ii. Written Reprimand
 - iii. Suspension

iv. Termination

E. Any discipline to be imposed shall be initiated as soon as reasonably possible, but no later than five (5) working days following the completion of the incident investigation recommended by the Department Director. The investigation is to be completed within 15 days of the Director's knowledge where it is practical. Records of disciplinary action shall be a permanent part of an employee's personnel record; however, verbal and written warning will not be considered after 30 months unless a repeated pattern of unacceptable behavior is demonstrated by the employee. This will not place an employee into a double jeopardy situation for disciplinary action, but does allow the City to begin the progressive disciplinary process at the appropriate level.

3. GRIEVANCE AND MEDIATION PROCEDURE

A. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

1. STEP ONE: The Union Steward, with or without the employee, shall present the grievance to the employee's immediate supervisor (in certain cases it may be appropriate to advance in the chain of command to file a grievance) within five (5) working days of its occurrence or within five (5) working days of knowledge of the occurrence by the employee. The grievance must state the contract provision(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The supervisor shall then attempt to adjust the matter and shall respond to the Steward or the employee; whichever has presented the grievance, within five (5) working days. The Union Steward will be allowed a reasonable length of time to discuss adjustment of the grievance with the appropriate supervisor.

2. STEP TWO: If the grievance has not been settled, it shall be presented in writing by the Union steward, OR the employee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond in writing to the party presenting the grievance within ten (10) working days.

3. STEP THREE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR employee to the City Manager in writing within three (3) working days after the response of the department head is due. The City Manager shall respond in writing to the party presenting the grievance within fifteen (15) working days.

4. STEP FOUR: Mediation If the grievance is not resolved at STEP 3, and the employee and the Union desire to proceed with the grievance then the employee and the Union may request mediation by the Kentucky Labor Cabinet or any other mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement. The decision of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) days after

the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

5. STEP FIVE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR the employee to the Board of Commissioners in writing within three (3) working days after the response of the mediator is due. The statement of the grievance shall be filed with the City Clerk not later than 4:30 p.m. on the last day permitted for the filing of the grievance at this step. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action including any advisory opinion of the mediator shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented. A vote of three Commissioners will be required to deny the grievance.

B. If the Union fails to respond within the time limits stated in any step of the grievance procedure, the grievance shall be considered to be unsatisfactorily settled with the City's last stated position, unless the time limits are extended by mutual agreement of the City and the Union. Failure by the City to answer a grievance within the time period prescribed in Steps 1 through 3 shall constitute a denial of the grievance unless the time limits are extended by mutual agreement of the City and the Union.

C. Up to three employees (Union President, Steward and Grievant) may be reimbursed for as much as 30 minutes each at Step 1 through Step 3 of the Grievance Procedure.

D. Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union or employee, provided, however, that each party shall be responsible for compensating his/her own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing his/her own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

E. The Union reserves the right to settle a grievance at any step.

4. PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

B. The City agrees not to interfere with the rights of an employee to become a member of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or any of its supervisors and agents against any employee because of union membership or because of any activity in an official capacity on behalf of the Union.

C. The Union recognizes its responsibilities herein and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

5. VACATION

A. No vacation leave shall be credited to any employee until such time as he has worked for the City for six (6) consecutive months, after which time vacation leave shall be credited from the date of employment.

B. All employees of the Union shall receive vacation time as follows:

During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of 120 hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of 160 hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of 200 hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of 240 hours per year

C. Each member may accrue up to a maximum of 400 hours of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

D. Each Division Supervisor shall prepare a schedule of vacation for the entire year indicating how many employees may be gone from work within the department at any one time, and request for vacations shall be applied for on a basis of seniority during the period from January 1 through March 31. Accrued time not originally applied for may be taken with the approval of the immediate supervisor at any time. Employees shall submit requests for vacation leave by March 15th of each year. Management will provide written responses to each request by March 31st of each year.

E. The number vacation days credited to each employee shall be printed on employee pay stubs.

6. SICK LEAVE

A. Employees shall be entitled to accrue sick leave time. The accrual rate of sick leave shall be at the rate of one and one half (1 1/2) working days for each month of service. A month in which a salaried employee is paid for fifteen (15) days or more and a daily or hourly employee is paid for twelve (12) days or more, shall be considered a month of service.

B. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval.

C. Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in paragraph 2 above or the payment alternative described in paragraph 4 below.

D. Payment alternative: Members of the bargaining unit hired prior to 01/01/2014 may elect the following benefit in lieu of the Retirement Time Purchase described in Paragraph 2.

1. Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 days' pay.

2. Current employees who desire to select this payment alternative in lieu of the Retirement Time Purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director before 4:30 p.m. June 30, 2004. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director within 90 days of their date of employment.

3. Employees who select this payment alternative may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

E. Sick leave extensions for serious and unusual circumstances may be approved by the City Manager at his discretion. The initial request for a sick leave extension will be submitted to the employee's department head.

F. The employee, the employee's spouse or someone on behalf of the employee must notify the department of an illness or need for sick leave not later than one hour after the time the employee is scheduled to report to work in order for the employee to be eligible for pay, except for extenuating circumstances which justifiably preclude the notification.

G. The number of sick days credited to each employee shall be printed on employee pay stubs.

H. The City and the Union agree that an employee who abuses sick leave may be disciplined pursuant to the discipline article of the contract. It is agreed that employees may be required to provide a medical statement following a written warning. It is agreed that employees will not be required to provide a medical statement beyond the twelve months, required by City Policy and Procedures governing sick leave abuse.

7. HOLIDAYS

A. The following days shall be recognized as holidays:

New Year's Eve	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	
Labor Day	Personal Day observed at discretion of employee
Martin Luther King B Day	

B. If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday will be recognized as the holiday. For those employees who regularly work on Saturday and/or Sunday, the same criteria shall apply for the days recognized as those employees' weekend.

C. Employees will be paid for recognized holidays where qualified, in an amount equivalent to eight times the employee's hourly rate or the equivalent to one day's pay. Employees who are required to work on a recognized holiday shall be further compensated at one and one half (1 ½) times their straight time hourly rate.

D. To qualify for holiday pay an employee must work his/her regularly scheduled shift the day preceding and the day following the holiday or work the actual holiday unless properly excused.

E. Employees qualifying to receive holiday pay will receive credit for those hours as hours worked for the purpose of calculating overtime.

8. JURY DUTY

An employee who is called to jury duty may be excused from work until released from the court. Said employee will present court notice to his/her department head. The employee who has been excused will be paid his/her normal straight time earnings while on jury duty and may retain the fees received from court. Only scheduled workdays actually spent in court shall be counted in calculating payment. An employee who is not required to report for jury duty during a session on a certain date shall report to work. An employee who is not called at the opening of court for actual duty and who is excused for the remainder of the day shall report for work within one (1) hour after being excused.

9. UNION BUSINESS

Union Members may attend Union functions for up to ten (10) Business days cumulatively annually utilizing an unpaid leave of absence. The Union President shall notify both Department Directors giving written notice two weeks in advance.

10. SAFETY COMMITTEE

The Safety Committee shall have representatives from each department to include a bargaining unit representative. Meetings will be subject to call by the HR Director.

11. SAFETY SHOES & CLOTHING

- A. The City agrees to make available to each employee covered by this contract a \$300 boot allowance each year, to be included in the employees' pay on the second paycheck immediately following July 1 each year. Footwear must be worn at all times per City PPE policy, and must comply with OSHA 1910.136 or ANSI Z41-1991 to qualify for reimbursement.
- B. Janitorial/Custodial personnel are exempt from wearing safety shoes and will receive one-half of the boot allowance listed above.
- C. Outdoor clothing shall be issued at hire date and replaced on three (3) year cycles.

12. HOURS OF WORK

A. DEFINITIONS

- 1. The payroll week shall consist of seven days extending from Thursday at 12:01 am. To Wednesday 12:00 am. Unless it is changed to an alternative seven day period by City Commission ordinance.
- 2. The normal workweek shall consist of forty (40) hours within the payroll week.
- 3. The normal workweek shall also be Monday through Friday; however, supervision may schedule an employee for other than Monday through Friday when deemed appropriate.
- 4. The normal workday shall consist of eight (8) hours of work, or a normal schedule of four (4) consecutive ten (10) hour days.
- 5. Employees may be assigned to work a flexible work schedule that provides for irregular starting times.

6. The City will make every effort to notify an employee one week in advance before making a work schedule change, but as a minimum twenty four (24) hours in advance.

B. OVERTIME

1. Employees who work more than forty (40) hours in any one-payroll week shall be paid one and one half times the base straight time hourly rate for all excess hours worked.

2. For the purposes of calculating overtime, Bereavement Leave shall be considered "hours worked."

3. Employees required to work more than nine full days straight will be compensated at two times the base straight time hourly rate for all hours worked beginning with the 10th day and continuing until the employee receives a full day off. A full day shall be defined as an employee working the number of hours in their regular scheduled shift. A shift is either eight (8) hours or ten (10) hours depending on their schedule.

4. When an employee is called in and required to work overtime, he shall receive a minimum of two (2) hours of overtime at one and one-half his regular straight-time hourly rate, regardless of whether such employee works two full hours or not. During said two hour period of time he may be subject to more than one assignment. In the event the employee works beyond two (2) hours during the same overtime period, said employee shall receive time and one-half for each hour or part of an hour after the two (2) hours period expires. Employees receiving call out pay will be paid time and one-half for the duration of the call out assignment regardless of any leave taken during the pay cycle in which the call out occurs, including: sick leave, vacation leave, jury duty, etc. Employees who have served suspension without pay during the FLSA work cycle in which call out occurs will be ineligible for time and one-half rate of pay.

5. Employees who work overtime shall not be required to take time off to offset the overtime worked, although the employee may request time off at an alternate time during the work week in lieu of compensation for the extra hours of work, subject to supervisory approval. In the event the employees who work extended overtime are required by the City to take rest time off from the job, the employees shall be compensated at their regular straight time rate for any such rest time which extends into their next regular shift. Employees shall not be required to take vacation time as compensation for said rest time.

6. As needed, employees will be required to work hours in excess of that set forth herein, and will receive pay at the overtime rate as set out in subsection 1 above. When an employee is scheduled for overtime work he will be paid not less than two (2) hours. During said two (2) hour period he may be subject to more than one assignment.

7. Overtime offered immediately prior to or at the end of the workday will be assigned to the employees who have been performing that work unless an employee has a special family obligation that

conflicts with the assignment. Such overtime may or may not be scheduled. Other overtime will be assigned in accordance with the following guidelines.

8. Seniority will prevail for all overtime work on a rotation basis except where qualification and expertise are an issue:
 - a. Overtime work shall be distributed equally to employees working within the same job classification and by department, where possible. The distribution of overtime shall be equalized over each six-month period beginning on the first day of January and the first day of July each year. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification, and department where possible, who has the least number of overtime hours to his credit at that time. If this employee is not available to answer a call after two (2) consecutive call-in occasions in a six (6) month period or does not accept the assignment, he/she will be charged with such overtime hours as overtime worked, and the employee with the next-fewest number of overtime hours to his credit shall be offered the assignment. The City shall not be obligated to contact employees who are off duty other than by telephone.
 - b. Each supervisor shall maintain an overtime record on an overtime chart provided to him. Overtime record charts shall be available for review by the department steward and a current copy of the overtime record charts shall be posted in the department.
 - c. Employees who refuse overtime will be charged with such overtime hours as overtime worked. An employee absent for vacation will not be considered for overtime.
 - d. A new employee or an employee who changes classifications, department or shift will be charged, at that time, with overtime equal to the greatest amount of overtime charged to any employee in the classification in the department and on the shift to which he changes.
 - e. When overtime work is scheduled, the City will notify employees involved at least twenty-four hours in advance of such scheduled overtime. When unscheduled overtime is required the City will, except in unforeseen circumstances, notify the employee at least two hours before the end of the shift immediately preceding the overtime. Any improper scheduling shall be corrected only by offers of subsequent overtime assignments as they become available.
 - f. If an employee suffers a loss due to improper scheduling of overtime he must inform his supervisor, and if he has in fact missed an overtime opportunity, he shall be offered the next available assignment. The City agrees that an employee will suffer no loss of compensation in the event that the next assignment, so offered, is not at the same pay level as the assignment missed.
 - g. If an employee feels he will suffer a loss due to improper scheduling of overtime, he must inform his supervisor of the situation prior to the last hour of his shift immediately preceding the scheduled overtime. If no adjustment is made and a subsequent grievance substantiates the improper scheduling he shall be offered the next available overtime assignment.
 - h. It is understood that allowances for overtime differences due to special work requirements and/or emergencies may be necessary. However, such allowances will be discussed with the Union.
 - i. Overtime for all employees will be equalized on January 1 and July 1 of each year.

9. All employees must provide a telephone number where they may be called for overtime purposes. Failure on the part of the employee to keep the City informed of his/her current address and telephone number or place at which or through which he/she might be contacted shall relieve the City of its responsibility in calling an employee for overtime work.

10. An employee who is required to work overtime and who works ten (10) or more continuous and successive hours, excluding the scheduled meal time, will be allowed a sufficient time and arrangements shall be made for him/her to have time to eat within the hour thereafter, and no time will be deducted for such meal period during such overtime work, it being understood that the period will be made as short as possible, and in no case to exceed thirty (30) minutes. An additional meal allowance will be allowed for each four hours of consecutive work performed thereafter. The City shall provide food and drinks at mealtime for employees when working overtime as referenced in this paragraph, unless inclement weather conditions do not allow due to restaurant closures. This provision does not apply to a four (4) day, ten (10) hours/day work week schedule of an employee.

11. No employee will be required to work through the scheduled lunch period, except that any employee who works through the scheduled lunch period at the request of the City will be paid for the lunch period, provided however, that an employee's lunch break shall not be deemed passed until he/she has been working on the job for a period of one and one-half hours past the mid-point of his/her work shift. No employee shall be forced to take an early time off to compensate him/her for time worked during a lunch period.

12. There shall be no changing of starting time in order to avoid the payment of overtime.

C. LUNCH AND BREAK PERIODS

Employees shall be granted two (2) paid fifteen (15) minute work breaks, one occurring in the first half of the shift and the second occurring in the second half of the work shift. Employees shall be granted an unpaid lunch period of thirty (30) minutes. Employees must take breaks onsite or at the nearest location that may have running hot/cold water. Employee must take lunches onsite, at the nearest location, or may return to their assigned shop. Included in these times is travel time to and from the job site.

13. SEVERABILITY

Should any article, paragraph or portion thereof of this Contract be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, paragraph or portion thereof as directly specified in the judgment, and upon issuance of such judgment, the parties hereto agree to negotiate a substitute for the invalidated article, paragraph or portion thereof

14. WAIVER IN EMERGENCY

A. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended:

1. Time limits for the processing of the grievance.
2. All agreements relating to the assignment of employees for the duration of the emergency period only.
3. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

15. LABOR/MANAGEMENT MEETINGS

A. In the interest of sound labor/management relations, once each quarter on a mutually agreed date and time (or more frequent if mutually agreed), the employer's representatives shall meet with two (2) employee table officers of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings are to be limited to no more than two hours at a time. Meetings will be held during the Union representatives normal work time and they shall suffer no loss of pay. However, if the number of employee hours being spent on such meetings becomes excessive in management's opinion, the meetings shall be scheduled at times other than the employee's working hours.

B. An agenda will be exchanged by the parties at least three (3) working days in advance of the meeting with a list of matters to be discussed in the meeting and the names of those Union representatives who will be attending. Additions to the agenda may be included prior to the start of the meeting. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Union of proposed changes by the Employer, which shall affect bargaining unit members.
3. Discuss grievances that have not been processed beyond the final step of the grievance procedure.
4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. To consider and discuss health and safety measures relating to employees.
7. Other matters mutually agreed upon.

C. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

16. DEFINITIONS

A. "City" as used herein, the term "City" shall mean the City of Paducah and/or its governing body, the Board of Commissioners.

B. "Union" as used herein, the term "Union" shall mean the American Federation of State, County and Municipal Employees, AFL CIO, Local 1586 and/or its officers and executive board.

C. "Employees" as used herein, the term "employees" shall mean all permanent full time employees of the City who are members of the bargaining unit.

D. "Seasonal position" as used herein, the term "seasonal position" shall mean a position of employment with the City which may be annual in nature, but limited to a particular seasonal need of the City. Seasonal positions normally shall not exceed six months.

E. "Temporary Employees" Nothing herein shall prevent the City from hiring temporary employees. However, the city shall not hire temporary employees for the purposes of eroding the bargaining unit or to evade this agreement. Normally, these employees will be used for a limited period not to extend six months. However, due to unforeseen circumstances the need may arise to extend temporary employees beyond six months.

F. Each month the City Manager will present to the Commission a report listing all seasonal and temporary employees who have been employed for more than 6 months.

G. "Evening shift" as used herein, the term "evening shift" shall mean a regularly scheduled period for one or more employees in which more than one half the scheduled time is between the hours of 3:30 p.m. and 12:00 am.

H. "Night shift" as used herein, the term "night shift" shall mean a regularly scheduled work period for one or more employees in which more than one half the scheduled time is between the hours of 11:00 p.m. and 7:30 am.

I. "Seniority" as used herein, the term "seniority" shall mean length of service as a permanent fulltime employee with the City. It is agreed and understood, however, that seniority shall be suspended during the probationary period of ninety (90) days immediately following a promotion to a higher classification, and shall also exclude all suspensions for disciplinary action.

J. It is agreed that any reference to his or her contained in this contract is intended to be gender neutral.

17. MANAGEMENT RIGHTS

A. Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental procedures; to lay-off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees as needed from one group/area to another in a manner most advantageous to the City; to contract and subcontract with outside contractors; to establish, modify or change manning levels and the amount or type of equipment in the department, etc.; the right to direct employees of the department to include the right to hire, promote or transfer; the right to organize or reorganize the Department in any manner to include the determination of job classifications; the allocation and assignment of work to employees within the department that is advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to change, modify or purchase new types of equipment; to establish or eliminate in-service training programs and requirements for upgrading the skills of employees; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain internal security practice; to schedule overtime, vacations, days off and holidays off; to take whatever actions may be necessary to carry out the mission of the City in emergency situations; any other rights the City has not expressly given up in this Agreement.

B. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.

C. The above right and powers are vested in the City; however, the exercise of these rights shall be subject to the grievance procedure as expressly modified by the terms of this Agreement.

18. WORK RULES

A. The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

B. The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this Agreement.

C. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

19. CIVIL SERVICE PROTECTION

The City has eliminated Civil Service Status for all classifications, but the City will continue to offer Civil Service protection to Bargaining Unit employees that were hired under Civil Service. This protection will continue even after an employee transfers to another non-Civil Service status classification that has representation by the Bargaining Unit; however, promotions will be by merit. Employees utilizing Civil Service Protection will not have the grievance procedure available to them.

20. TEMPORARY ASSIGNMENT

A. When, due to the absence of a regular employee or for operational needs, a temporary assignment is available in a work unit the assignment shall first be offered to qualified employees in the work unit where the assignment exists. The assignment may be rotated among employees to facilitate the learning and training process for other employees or assigned to only previously qualified employees, depending on the immediate needs of the department. In the instance of a temporary assignment requiring greater than 90 days a rotation of qualified employees shall be used with each employee serving for a period of thirty days after the initial 90-day period.

B. An employee who is awarded a temporary assignment in a higher rank position shall receive the higher pay rate after he/she has worked four (4) continuous weeks (20 days worked). The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Once formal action has been taken to adjust the employee's pay rate, that pay rate will be applied back to the beginning of the temporary assignment. In instances where it is anticipated the assignment is to be for four (4) weeks or longer, the increase will be initiated immediately. An employee who is awarded an assignment in a lower rated position shall maintain his/her regular rate of pay. Employees filling positions of higher classification on an intermittent or short-term basis are expected to perform those duties as a part of their classification responsibility.

C. Employees who request in writing training to perform tasks that are not part of their normal job may be given temporary assignments for training purposes with no increase in pay. Each Department will maintain a training request sign-up sheet. Such training assignments without extra pay shall not be continued after an employee has demonstrated his competency to perform the assignment. The City shall adopt a City Policy on the work training program and shall receive input from an advisory committee of Union members.

21. MISCELLANEOUS

A. The Union and bargaining unit employees shall have access to Union bulletin boards for the purpose of posting Union and other notices. All postings shall have the department director's stamp of approval for posting. It is understood that no material may be posted on any bulletin boards by the Union which contain (a) personal attacks on any other member or any other employee; (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials; and (c) attacks on and/or favorable comments regarding a candidate for public office.

B. At least once each quarter the City will provide electronically to the Treasurer of the Union a roster of employees, showing the date hired, classification, department, home address with phone and designating those employees for whom the Union has not provided dues payroll authorization forms to the City. The Union shall furnish the City with a quarterly up to date list of names of Union executive board members, in writing, to the City Manager.

C. Accredited representatives of AFSCME, whether local, district council, or international representative shall have the full and free access to the premises of the City, involving work areas of bargaining unit employees and City Administrative offices at City Hall for the purpose of attending meetings, discussing personnel matters, contract disputes with City officials or department heads, safety inspections or alleged violations of the contract, subject to prior notification and approval of the City and with the understanding that work time interference will be kept at a minimum.

D. Supervisory personnel may perform non-supervisory work as time permits. However, it is understood that a supervisor has primary responsibility in supervising employees and facilitating them in the accomplishment of their work.

E. The City and the Union agree that employees work primarily in their classifications. However, employees may be required to assist others in their department and such work may or may not be in their classification. Nothing herein entitles Bargaining Unit employees to perform work for other City employees that are performing minor maintenance, cleanup or incidental work related to the other City employees job, e.g., hanging pictures, painting , moving furniture, lawn care, washing vehicles, cleaning restrooms, etc. Training and safety will be primary considerations by management in the assignment of work in all departments throughout the City.

F. The City will permit vending machines to be installed in all departments for the benefit of the employees.

G. Whenever practical the City shall place tops and windshields on equipment to protect employees from adverse weather conditions.

H. The City shall furnish and maintain individual lockers for all employees covered by this Agreement.

I. The City agrees that supervisors of employees, within the bargaining unit, shall make reasonable effort to recognize seniority when assigning work to the employees, but it is understood that the primary consideration must remain; qualifications, efficiency in a skill, and the proper completion of the work to be done. An employee wishing to express a preference for a type of work may make it known to his immediate supervisor in order to have consideration on future assignments. This provision shall apply primarily to specific classifications within a particular department.

J. City supervisors and employees will not use profane or abusive language toward one another in the performance of their job.

K. Work Group Leaders will be appointed by management and in compliance with City Ordinance as they are needed to facilitate the efficient progress of work. Appointments will be made based on qualification and performance with the length of appointment being at the discretion of management. An employee appointed to a Group Leader position will receive additional \$0.50/hour compensation.

L. The City agrees in its hiring practice to give its current team members preference in appointment in a vacant union represented position. The City agrees that internal applicants will be considered alongside external applicants but all internal applicants will be interviewed and receive a practical exam when applicable.

22. OUTSIDE CONTRACTING

A. It is the intent of the City to make every effort to utilize its employees to perform work that they have normally and historically performed. However, nothing herein shall be deemed a limitation on the City's right to contract with outside contractors.

B. In the event the City contemplates or proposes to contract out work that could cause the layoff of employees or a reduction of the employees in the bargaining unit, management will notify the Union at least 60 days prior to taking such action.

C. A labor management meeting shall be held promptly to discuss the impact of outside contracting on employees, the feasibility of the proposed third party contracting and the potential for preventing erosion of the Bargaining Unit.

D. The Union will be notified of any other contracting out that the City intends to propose or award.

E. Typically, the City will contract out work where expertise and/or equipment of other vendors are needed, the volume of work is beyond the immediate capacity of the department to handle or the City is at a cost competitive disadvantage to handle the work.

23. SAFETY

In the event a job situation or item of equipment is reasonably challenged by an employee as a serious threat to his safety, he shall notify his immediate supervisor, immediate superintendent, and his steward. If the matter is not resolved to the satisfaction of the employee, he may take the matter up with his department director, together with the supervisor and steward who will consult the applicable Kentucky OSHA regulations in making their decisions. If the matter remains unresolved, the department director will notify the HR Director, who will make the final determination in the matter. Any further challenge by the employee may be handled through the grievance procedure or through the Kentucky OSHA regulations as provided by law.

24. PROBATIONARY PERIOD

- A. All new employees with the City and newly promoted employees shall serve a six (6) month probationary period. No newly hired probationary employee may be a member of the union.
- B. A probationary employee may be terminated at any time during his/her probationary period and have no appeal through the Grievance Procedure.
- C. A newly promoted employee will be allowed to return to his/her previous classification, a classification previously held or a classification in which he/she is qualified provided there is an available opening. The employee will have up to thirty (30) days to exercise this option.

25. CONTINUITY OF OPERATION

- A. The services performed by the City of Paducah employees are governmental in nature and are essential to the public's safety and welfare. Accordingly, it is agreed that there shall be no strikes during the life of this agreement.
- B. It is further understood and agreed that any refusal on the part of any employee to cross a picket line at some other place, when the same is necessary to perform the duties assigned by the City of Paducah, shall entitle the City of Paducah to perform the work by any means available.
- C. The city of Paducah agrees that it will not lock out its employees during the life of this agreement in support of its bargaining position or to require the Union to concede to its grievance.

26. WAGE AND BENEFITS

A. Life Insurance

The City shall pay for each bargaining unit employee the full premium for a \$15,000 group life insurance policy.

B. Wages

- 1. Employee classifications and wages are established and changed by City ordinance. Changes in classification and/or compensation shall be reviewed with the Union prior to adoption by the City. The following classifications and base wages will be in effect on the following dates:

CLASSIFICATION	Hour Rate as of 06-28-23	July 2023 (FY24) + 6.0%	July 2024 (FY25) + 4.0%	July 2025 (FY26) + 3.0%
MAINTENANCE TECHNICIAN	\$22.31	\$23.65	\$24.59	\$25.33
TRAFFIC TECHNICIAN	\$22.31	\$23.65	\$24.59	\$25.33
FLOODWALL OPERATOR	\$22.92	\$24.30	\$25.27	\$26.03
COMPOST / EQUIPMENT OPERATOR	\$23.15	\$24.54	\$25.52	\$26.29
CONCRETE FINISHER	\$22.14	\$23.47	\$24.41	\$25.14
ROW MAINTENANCE PERSON	\$21.43	\$22.72	\$23.62	\$24.33
SOLID WASTE TRUCK DRIVER	\$21.89	\$23.20	\$24.13	\$24.86
LABORER	\$19.95	\$21.15	\$21.99	\$22.65
JANITOR / COLLECTOR	\$19.48	\$20.65	\$21.47	\$22.12

2. Each employee shall receive longevity pay of seven dollars (\$7.00) per month for each year of continuous service up to and including twenty (20) years.
3. Payment for such service shall commence in the anniversary month of service. All vacation time, sick leave and authorized leave of absence shall constitute service for the purpose of this provision.
4. Graduated Wage Scale will apply to all employees hired after January 30, 1998. Graduated Wage Scale will apply to (all) classifications. Graduated Wage Scale will start on the newly Hired employee's date of hire with a minimum hire rate of 80% of maximum, and increase 5% every six months until the employee reaches 100%.

As an example:

Initial hire rate 80%
Six month anniversary 85%
Twelve month anniversary 90%
Eighteen month anniversary 95%
Twenty four month anniversary 100%

5. The City may hire new employees into skilled positions at wage rates between 80% and 100% of the full wage for the position needing to be filled, based upon the relevant qualifications of the applicant. In the event an employee is hired above 80% of the wage rate for a position, the City agrees to consider the qualifications of incumbent employees in the same position for consideration of pay equity for comparable qualifications. In all cases when an employee is hired above the 80% wage rate for a given position the City will provide written notice to the Union.

6. Employees leaving the City due to resignation, retirement, or termination will receive all monies currently due him on the next pay period. Payroll can NOT be completed for any terminated employee until all City issued clothing/equipment is certified as returned by the appropriate supervisor.

7. If an error results in an employee receiving less pay than is due him, the error will be corrected on the employee's next paycheck. Hardship cases, those with a net error of \$200 or greater with base pay and for other than overtime calculations, will result in the City providing a make-up check on the next business day after notification of the error.

8. Employees who work on the evening or night shift shall receive a shift premium of thirty five (35) cents per hour for work performed on the evening shift, and a premium of fifty (50) cents per hour for work performed on the night shift.

9. The City will pay all employees bi-weekly by direct deposit to an approved financial institution of their choosing.

27. INDIVIDUAL AGREEMENT

The City agrees not to enter into any Agreement or contract with employees, individually or collectively, which in any manner conflicts with the terms and provisions of this agreement. Employees are allowed to work as referees and/or umpires in a non-collective bargaining capacity.

28. DURATION

A. The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of July 1, 2023, and shall remain in full force and effect through the 30th day of June, 2026.

B. Negotiations

1. Between November 1 and 15, 2025 either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2026. Failure to reach tentative agreement in this timeframe will result in a ninety (90) day suspension of negotiations. On or about June 1 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for thirty (30) days. If there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for ratification vote.

2. In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolution authorizing same.

3. The City agrees to pay three (3) employees representing the Bargaining Unit at the straight time hourly rate for up to four (4) hours for each meeting up to a maximum of five (5) meetings for negotiations of a new Collective Bargaining Agreement if the employee time lost is during normal work hours.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of June, 2023. This agreement shall become effective upon signature of the parties.

For The City of Paducah, Kentucky

for The American Federation
of State, County and Municipal
Employees, AFL-CIO Local 1586

George Bray, Mayor

David Shockley, President

WITNESS:

Taylor Smith

Jarred Griffin

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: City of Paducah KY - Fiscal 2024 Budget (7/1/2023 -- 06/30/2024) - **D. JORDAN & A. KYLE**

Category: Ordinance

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

Presentation By: Daron Jordan, Audra Kyle, Jonathan Perkins

Background Information: **The proposed Fiscal Year 2024 budget....**

1. Includes all annual debt service payment obligations;
2. Includes 6% wage adjustments as contractually obligated for IAFF, FOP, and AFSCME; and, 6% for non-represented full-time employees;
3. Allows for the minimum 10% General, Investment and Solid Waste Funds reserve requirement;
4. Utilizes 'unreserved cash balances' from the General Fund (\$2.1 million);
5. Includes State mandated pension contributions;
6. Includes appropriations for numerous outside agencies;
7. Includes funding for BOC priorities; and,
8. Assumes a 4% increase in real estate property tax levy (to be voted in separate tax levy ordinance in fall of 2023).

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend the BOC approve the FY2024 budget proposal.

Attachments:

1. Budget FY2024 Ordinance
2. Ordinance - Exhibit 1, (FY2024)
3. Ordinance - Publication, (FY2024)

ORDINANCE NO. 2023-06-_____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL
OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30,
2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS
FOR THE OPERATION OF CITY GOVERNMENT

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

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2024.

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

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

Section 3. The City does hereby adopt the following financial management policies:

A. The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$600,000.

B. The City Manager or designee is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Exhibit Number 1.

C. Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager, however, the Board of Commissioners shall be notified five calendar days prior to obligation of the proposed expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager shall bring expenditure before the Commission for approval by municipal order, or not proceed.

D. City Manager shall assure that recurring revenues and resources are greater than or equal to recurring expenditures. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.

E. The City Manager has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation. Department Directors shall be responsible for keeping all appropriated accounts within their respective department positive.

F. As vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All rolling stock is owned by the City's Fleet Lease Trust Fund, and leased to respective departments for use.

G. The City will maintain a self-insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.

H. In fiscal year 2006, the City issued a General Obligation Bond (GOB) for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis; however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving a new unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.

I. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2023) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2024, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

J. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund is funded with a 1/2 cent portion of the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment, property tax relief, and pension obligations.

Section 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

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

Section 6. This ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 24, 2023
Adopted by the Board of Commissioners, June 14, 2023
Recorded by Lindsay Parish, City Clerk, July , 2023
Published by The Paducah Sun,
ORD\FINANCE\Budget FY2024

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2023 (July 1, 2023 to June 30, 2024)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 102,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	132,500
Grants	1,116,000	765,375	-	-	64,000	-	-	1,945,375
Interest Income	900,000	328,250	-	-	88,000	190,000	120,100	1,626,350
Bond Proceeds	-	0	-	-	-	-	-	0
Charges for Service	743,520	40,000	-	-	4,778,000	5,400,835	0	10,962,355
Other Fees	67,000	-	-	-	1,000	-	500	68,500
Occupational License	30,878,500	8,050,000	-	655,875	-	-	-	39,584,375
Permits & Fees	564,500	-	-	-	5,500	-	-	570,000
Property Rent	456,045	291,490	-	109,720	36,000	1,094,290	-	1,987,545
Property Taxes	8,566,150	-	-	-	-	-	-	8,566,150
Recreation Fees	92,500	-	-	-	-	-	-	92,500
Sales	23,500	-	-	-	81,000	25,000	264,000	393,500
Other Taxes	-	1,231,000	-	-	-	-	-	1,231,000
Total	\$ 43,510,215	\$ 10,736,115	\$ -	\$ 765,595	\$ 5,053,500	\$ 6,710,125	\$ 384,600	\$ 67,160,150
Fund Transfers In	\$ 519,700	\$ 2,913,295	\$ 2,153,725	\$ 2,967,460	\$ -	\$ 328,805	\$ 425,000	\$ 9,307,985
Total Sources	\$ 44,029,915	\$ 13,649,410	\$ 2,153,725	\$ 3,733,055	\$ 5,053,500	\$ 7,038,930	\$ 809,600	\$ 76,468,135
Expenditures:								
Administration	\$ 2,144,340	\$ -	\$ 427,000	\$ -	\$ -	\$ -	\$ -	2,571,340
Finance	1,467,717	14,604,440	-	3,732,795	-	7,322,630	-	27,127,582
Information Technology	1,517,982	-	35,000	-	-	-	-	1,552,982
Customer Experience	469,703	-	-	-	-	-	-	469,703
Planning	858,407	-	691,725	-	-	-	-	1,550,132
Police	13,491,557	90,800	25,000	-	-	-	-	13,607,357
Fire	11,371,766	-	135,000	-	-	-	-	11,506,766
Public Works	4,879,292	2,035,000	650,000	-	-	892,520	-	8,456,812
Parks	3,934,090	-	40,000	-	137,644	-	-	4,111,734
Cable Authority	85,355	-	-	-	-	-	-	85,355
Human Rights	23,643	-	-	-	-	-	-	23,643
Engineering	1,907,025	-	150,000	-	-	-	-	2,057,025
Human Resources	650,014	-	-	-	-	-	-	650,014
Investment Fund	-	1,068,400	-	-	-	-	-	1,068,400
E911	-	2,598,830	-	-	-	-	-	2,598,830
Solid Waste	-	-	-	-	6,580,302	-	-	6,580,302
Pensions	-	-	-	-	-	-	932,975	932,975
Fund Transfers Out	3,332,380	10,500,850	-	-	395,055	79,700	-	14,307,985
Total Expenditures	\$ 46,133,271	\$ 30,898,320	\$ 2,153,725	\$ 3,732,795	\$ 7,113,001	\$ 8,294,850	\$ 932,975	\$ 99,258,937
Reserves Utilized	\$ (2,103,356)	\$ (17,248,910)	\$ -	\$ 260	\$ (2,059,501)	\$ (1,255,920)	\$ (123,375)	\$ (22,790,802)

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 46,133,271
MAP	2,035,000
INVESTMENT	6,195,110
TIF	121,000
E911	2,741,125
COURT AWARDS	90,800
ROOM TAX	1,850,000
DEBT	3,732,795
CIP	2,153,725
BOND FUND	17,500,000
SOLID WASTE	6,975,357
TRANSIENT BOAT DOCK	137,644
RENTAL	205,505
RADIO DEPR	159,780
FLEET MAINTENANCE	892,520
FLEET LEASE TRUST	2,517,065
INSURANCE	1,350,845
HEALTH INSURANCE	3,534,420
PFPF	852,655
OTHER TRUSTS	<u>80,320</u>
	<u><u>\$ 99,258,937</u></u>

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Amend Code of Ordinances Section 98-144 related to Special Events - **L.PARISH**

Category: Ordinance

Staff Work By: Lindsay
Parish, Daron Jordan
Presentation By: Lindsay
Parish

Background Information: This amendment related to Code Section 98-144 “Special Events” codifies certain requirements for the issuance of special event permits which are currently laid out in the administrative policy. This does not change any current requirements for special events but simply codifies those requirements. Due to certain case law, the City has been advised to move these requirements from policy into the Code of Ordinances to ensure that they will be held as valid and that they meet the constitutional standard for setting requirements for the issuance of permits.

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. 98-144 Amend - Special Events Ordinance 2023 Admin Policy

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING CHAPTER 98, ARTICLE VI SPECIAL EVENTS OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance will amend Chapter 98, Article VI Special Events of the *Code of Ordinances of the City of Paducah, Kentucky* so that the requirements for obtaining a Special Events Permit are established by the City Commission; and

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

SECTION A. Chapter 98, Article VI Special Events of the Code of Ordinances shall be amended as follows:

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. In doing so, the Special Events Policy shall provide that approval of an Application and issuance of a Special Event Permit shall be premised upon the following requirements:

- (1) The Applicant completes and submits a complete Application for a Special Event Permit in accordance with the requirements of this section.
- (2) Absent exigent circumstances, as deemed by the City Manager, the Applicant submits the Application with sufficient advance notice as follows:
 - a. Events anticipating up to 150 people be submitted at least three (3) weeks before Event;
 - b. Events anticipating between 150 and 500 people be submitted at least four (4) weeks before Event;
 - c. Events anticipating over 500 people be submitted at least eight (8) weeks before the Event;
 - d. Events which will be moving and not on a pre-set route be submitted at least ten (10) weeks before the Event.
- (3) An Applicant whose late Application is approved must pay an expedited late processing fee.
- (4) The Applicant provides proof of liability insurance coverage of at least \$1,000,000 in which the City of Paducah is named as an Additional Insured on the Certificate of Insurance, with provision for an amount in excess of \$1,000,000 for Events with higher risk factors.
- (5) The Applicant provides proof of a City Business License, if required.
- (6) There are no other Special Events or other Planned Events pending and/or approved for the desired Event location.

- (7) There are sufficient City staff and resources to meet the requirements of the planned Event, including, but not limited to solid waste and security/policing needs.
- (8) A determination that the planned Event will not create a fire hazard, will not unnecessarily or unreasonably impact traffic flow and businesses, and will not be in violation of noise ordinances unless a noise variance is obtained as outlined in the Paducah Code of Ordinances.

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*, _____
Amend - Special

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Amend Code of Ordinances Section 58-32 related to the Human Rights Commission - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Claudia
Meeks, Daron Jordan
Presentation By: Lindsay Parish

Background Information: This ordinance amends Code of Ordinances Section 58-32 related to the Human Rights Commission. This amendment changes the composition of the Human Rights Commission from five (5) members to seven (7) members. The amendment outlines that initial appointments shall be staggered. Term length after initial appointments will remain 3-year terms. This change allows for more diversified participation on the Human Rights Commission and prepares for the repopulation and activation of the Commission in the coming months.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD 58-32 Human Rights Commission membership

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE AMENDING CHAPTER 58, ARTICLE II, HUMAN RIGHTS COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance will amend Chapter 58, Article II Human Rights Commission of the *Code of Ordinances of the City of Paducah, Kentucky* in order to change the composition of the Human Rights Commission from five (5) members to seven (7) members.

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

SECTION A. Chapter 58, Article II, Human Rights Commission of the Code of Ordinances shall be amended as follows:

Sec. 58-32. – Composition; appointment, term and compensation of members.

- (a) The Commission shall be composed of [~~five (5)~~] seven (7) members. The members shall be appointed by the Mayor, subject to the approval of the Board of Commissioners, who shall select persons who are as nearly as possible representative of the several social, economic, religious, cultural, ethnic and racial groups which comprise the population of the Greater Paducah Area. In addition, each member shall be a resident of the Greater Paducah Area.
- (b) No elected or appointed official of the City or of the county may be a member of the Commission.
- (c) [~~Upon the effective date of this article, all persons who are currently serving as members of the Commission shall be deemed to be reappointed to complete their present term of service.~~] Initial appointments shall be staggered and [~~E~~]each member appointed thereafter shall serve for a term of three (3) years. Upon a vacancy occurring, the Mayor, subject to the approval of the Board of Commissioners, shall appoint a member to complete the unexpired term.
- (d) Members of the Commission shall serve without compensation, but, subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed their necessary expenses attendant upon their duties.

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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
Published by *The Paducah Sun*,
ORD\58-32 Human Rights Commission membership

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Amend Code of Ordinances Chapter 2 To Increase the Small Purchase Procedures Threshold and Revise Other Obsolete Provisions - **L. PARISH**

Category: Ordinance

Staff Work
By: Lindsay
Parish
Presentation
By: Lindsay
Parish

Background Information: House Bill 522, which becomes effective on July 1, 2023, amends KRS 45A.385 related to the Kentucky Model Procurement Code to increase the dollar threshold that triggers the requirement for a local public agency to use competitive bidding to purchase goods and services from \$30,000 to \$40,000. The Paducah Code of Ordinances must also be amended to reflect the change.

Other Sections of Chapter 2 need to be amended to eliminate redundant, obsolete, and inconsistent provisions. The City of Paducah initiated a review of the Code of Ordinances pursuant to KRS 83A.060(11) to be examined for consistency with state and federal law. The following changes are being made based on that review:

- Sec. 2-487: Correct the KRS reference to be KRS 96A.190
- Sec. 2-545: Eliminate the title as the Traffic Commission has been dissolved.
- Sec. 2-669: Eliminate subsection (b) as the referenced KRS has been repealed.

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 2 Procurement Threshold & Legal Review Updates

ORDINANCE NO. 2023-____ - _____

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF
THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, the City of Paducah initiated a review of the Code of Ordinances pursuant to KRS 83A.060(11) to be examined for consistency with state and federal law; and

WHEREAS, the City of Paducah wishes to revise Chapter 2 of the Code of Ordinances to eliminate redundant, obsolete, inconsistent, and invalid provisions; and

WHEREAS, House Bill 522, which becomes effective on July 1, 2023, amends KRS 45A.385 related to the Kentucky Model Procurement Code to increase the dollar threshold that triggers the requirement for a local public agency to use competitive bidding to purchase goods and services from \$30,000 to \$40,000; and

WHEREAS, the City of Paducah wishes to amend the Code of Ordinances of the City of Paducah, Kentucky, to reflect the changes.

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

SECTION 1. That Section 2-487 of the Code of Ordinances of the City of Paducah, Kentucky be amended as follows:

Sec. 2-487. - Annual audit.

See KRS [~~96A.180~~] 96A.190

SECTION 2. That Section 2-545 of the Code of Ordinances of the City of Paducah, Kentucky be deleted entirely, as follows:

~~[Sec. 2-545. -- Traffic Commission.]~~

~~[Traffic Commission; see section 110-5.]~~

SECTION 3. That Section 2-643 of the Code of Ordinances of the City of Paducah, Kentucky shall be amended as follows:

Sec. 2-643. - Responsibility for procurement; authority of City Manager.

- a. The City Manager is responsible to the Board of Commissioners for the administration of all procurement functions of the City.
- b. The City Manager is hereby authorized and empowered to make in behalf of the City any contract for materials, supplies or equipment, or for services, professional or otherwise, provided that the aggregate amount of the contract does not exceed [~~\$30,000.00~~] \$40,000.00. However, in exercising this authority, the City Manager shall not make any contract for any expenditure for any department of the City where the expenditure, together with the sum total of other expenditures for the department, exceeds the appropriation made for the department for any fiscal year by the budget approved by the Board of Commissioners, unless prior consent is given by the Board of Commissioners. In exercising this authority, the City Manager shall comply with the following provisions:
 1. All contracts made by the City Manager shall be evidenced by a writing which provides a description of the item or items purchased and the terms of sale, which writing shall be maintained as part of the records of the City.
 2. A written summary of the procurement activities of the City Manager shall be provided to the Board of Commissioners on a monthly basis.
 3. All contracts made by the City Manager shall be made in the best interests of the City, and shall be made for a price which is substantially similar to the market price of a like item purchased. Where possible, prior to the making of a contract, the City Manager shall contact at least three (3) suppliers of the item or items to be purchased to obtain the best price for and quality of the item to be purchased.
- c. The City Manager is hereby authorized to execute all contracts for procurement in accordance with this section for and in behalf of the City.
- d. All other provisions of this division regarding procurement, such as provisions relating to competitive bidding, competitive negotiations, advertisement, and noncompetitive purchasing, shall not apply to any procurement made by the City Manager hereunder unless deemed advisable by the City Manager.

- e. The City Procurement Officer, and any other employee designated by the City Manager, shall assist the City Manager in any procurement hereunder, and shall perform the duties assigned by the City Manager.

SECTION 3. That Section 2-660 of the Code of Ordinances of the City of Paducah, Kentucky shall be amended as follows:

Sec. 2-660. - Small purchase plan.

- a. The City Manager or the City Manager's designee is responsible for small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed [~~\$30,000.00~~] \$40,000.00. Small purchase procedures are in writing in the City of Paducah Administrative Policies and Procedures Manual and available to the public upon request.
- b. Procurement requirements shall not be parceled, split, divided or purchased over a period of time in order to circumvent the dollar limitations for small purchase.

SECTION 4. That Section 2-669 of the Code of Ordinances of the City of Paducah, Kentucky shall be amended as follows:

Sec. 2-669. - Equal employment opportunity; determination of prevailing wage.

- a. The City shall include as part of any invitation for bids or request for proposals for goods or services, equal employment opportunity language as may be required by local ordinance, KRS 45.570 — 45.640 and the procurement requirements of any agency from which the City may receive funds.
- b. [~~Pursuant to KRS 337.510, the City shall apply to the Commonwealth of Kentucky, Department of Labor, for a determination of prevailing wage for any contract for construction services. The determination shall be included as part of any contract for~~

~~construction services and shall be included in any invitation for bids or request for proposals for any procurement of construction services.]~~

SECTION 3. 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 4. 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 5. 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*,
2 Procurement Threshold & Legal Review Updates

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Repeal and Replace Chapter 26, Articles I & II "Cemeteries" in Code of Ordinances - **A. CLARK**

Category: Ordinance

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: Repeal and Replace Chapter 26 Cemeteries of the Code of Ordinances.

The ordinance related to cemeteries was established in 1968 and has had several updates since. A complete revision of the ordinance is needed to include existing state statutes for municipally owned and operated cemeteries. The updated ordinance includes administrative policy and procedure related to cemetery operations, maintenance funds, charges for cemetery services, burial services and funerals, and policy around interments and disinterments.

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

If yes, please list the Commission Priority: Improve Operational Efficiencies

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. ORD 26-1 to 26-36 Cemeteries 2023

ORDINANCE NO. 2023-06-_____

AN ORDINANCE REPEALING CHAPTER 26, “CEMETERIES”, ARTICLES I AND II 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 26 Cemeteries, Articles I and II of the *Code of Ordinances of the City of Paducah, Kentucky* in their entirety; and

WHEREAS, this Ordinance will replace this Chapter with a new Chapter 26, Article I and II, 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 26, Article I, In General, and Article II, Oak Grove Cemetery of the Code of Ordinances shall be repealed and replaced in their entirety as follows:

ARTICLE I. – IN GENERAL

Sec. 26-1. Designation.

The City of Paducah designates approximately 50 acres located at 1613 Park Ave in Paducah, Kentucky for the purpose of the interment of human remains only as provided in this Ordinance. This designated land shall be known and called Oak Grove Cemetery and so designated in all certificates to purchasers of lots therein.

Sec 26-2. 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:

- a) Cemetery means any one or combination of more than one of the following in a place used or to be used and dedicated or designated for such purposes:
 - (1) A burial park, for earth interment.
 - (2) A mausoleum, for entombment.
 - (3) A columbarium, for inurnment.
 - (4) A cremation garden, for inurnment.
- b) Remains means the bodies of deceased persons, in whatever stage of decomposition, and cremated remains.

- c) *Mausoleum* means a building or structure substantially exposed above ground used or intended to be used for the entombment of human remains, which is sold or offered for sale to the public.
- d) *Columbarium* means a structure or building substantially exposed above ground intended to be used for the inurnment of cremated remains and sold or offered for sale to the public.
- e) *Columbarium niche* means an inurnment space in a columbarium as defined herein.
- f) *Cremation garden* means an area of a cemetery set aside especially for cremated remains.
- g) *Scattering area* means an area designated for the scattering of cremated remains.
- h) *Grave lot* means a space of ground in a cemetery intended to be used for the interment in the ground of the remains of one human being.
- i) *Sepulcher* means a place of burial, burial vault, or tomb in which a deceased person is laid or buried.
- j) *Underground crypt* means a single unit entombment space in preplaced chambers below ground and also known as a lawn crypt, Westminster turf top mausoleum, or below ground crypt.
- k) *Mausoleum crypt* means an entombment space in a mausoleum as defined herein.
- l) *Disinterment* means to unearth or remove remains from a grave or tomb.
- m) *Interment* means to bury a deceased person in a grave or tomb.
- n) *Reinterment* means to bury again, often in a different location than the original burial.
- o) *Burial* means a ceremony at which a deceased person is buried or interred.
- p) *Deed* means a document or instrument which conveys a license use and access for sepulcher only, and does not convey a fee interest in the land of the lot.
- q) *Monument* means a single memorial or marker, that is upright, beveled, or flush and is made of stone, marble, or granite that is placed on the head of the grave lot, memorializing the deceased located in that specific grave lot.
- r) *Companion monument* means a double memorial or marker, that is upright, beveled, or flush and is made of stone, marble, or granite that is placed on the head at the center of two (2) side by side grave lots, memorializing two (2) deceased located in those specific grave lots.

Sec 26-3. Administrative Policy.

The Board of Commissioners of the City of Paducah does hereby authorize and charge the City Manager with creating and maintaining policies and procedures for the administration and operations of City-owned cemeteries, not inconsistent with this ordinance. (KRS 97.530)

Sec 26-4. Operations.

The Board of Commissioners of the City of Paducah does hereby authorize and charge the Parks and Recreation Department with the operations and maintenance of City-owned cemeteries.

Sec 26-5. Schedule of Fees for Cemetery Lots and Mausoleum Crypts.

The Board of Commissioners hereby authorizes a schedule of fees for the sale of all cemetery lots and mausoleum crypts in City-owned cemeteries in the City of Paducah, established and updated by Municipal Order from time to time.

Sec 26-6. Charges for Cemetery Services.

Fees associated with support services provided at the cemetery or by the cemetery staff, shall be created and maintained by municipal order from time to time and be in compliance with this Ordinance.

- a) Support services include but are not limited to: opening and closing of graves, use of the receiving vault, and the temporary or permanent relocation of a monument, upright, or marker.
- b) There will be a late charge for services concluding after 2:00 p.m.
- c) There will be additional charges for services requested on weekends.
- d) The charge for replacement, temporary or permanent relocation, and resetting of monument, uprights, or flat, flush, or lawn level markers shall be the responsibility of the license holder. All replacements must follow current cemetery guidelines as set by policy.

Sec 26-7 Maintenance Fund.

- a) 30% of income from cemetery grave lot sales shall be placed in a cemetery project account under the Parks and Recreation Department, and shall be used specifically for the support of maintenance and upkeep of the cemetery grounds and improvement projects in the cemetery.
- b) Fees collected from cemetery lease agreements and contracts shall be considered cemetery income and be placed in a cemetery fund under the Parks and Recreation

Department and shall be used specifically for the support of maintenance and upkeep of the cemetery grounds and improvement projects in the cemetery.

Sec 26-8. Protection of Burial Grounds.

Whenever any burial grounds lie within the corporate limits of a city, the governing authorities of the city shall protect the burial grounds from being used for dumping grounds, building sites, playgrounds, places of entertainment and amusement, public parks, athletic fields, parking grounds, or any other use which may result in the burial grounds being damages or destroyed. The activity will not be considered “entertainment or amusement” if it serves a historical or educational purpose.

(KRS 381.690 and 381.697)

Sec 26-9, Interment.

- a) All interments in the cemetery shall be contained in a concrete or steel vault for remains, or a cremains container or box for cremated remains.
- b) Interment of remains of a person affected by infectious diseases shall be conducted strictly in accordance with Kentucky law.
- c) Site prep and final prep will be completed by contractual agreement and updated by municipal order from time to time.
- d) One burial vault may be interred for each grave lot, and up to two cremated remains containers per grave lot.

(KRS 213.076)

Sec 26-10 Disinterment and Reinterment.

- a) Disinterment is regulated by Kentucky law.
- b) Authorization for disinterment, transportation, and reinterment or other disposition shall be required prior to disinterment of any human remains and shall be issued by the state registrar upon proper application.
- c) In an instance where the city is informed of or becomes aware that it has improperly interred or has allowed to be improperly interred a body or cremated remains including but not limited to interment in the wrong space, the burial container shall be disinterred and properly reinterred.
- d) In an instance where the city is informed of or becomes aware of an improper interment in the cemetery, the city shall give reasonable notice to the next of kin, informing them of the improper interment. The city shall file an application for disinterment to a licensed

funeral director and local registration official for authorization. Once authorized, the city shall make necessary arrangements to execute the disinterment.

- e) The charges associated with disinter and reinter, at the request of the city, will be the responsibility of the city.
- f) Any person requesting disinterment shall complete an application and file with the City. Applications for disinterment will be submitted to a licensed funeral director and the local registration official for authorization. Once authorized, the city shall make necessary arrangements to execute disinterment.
- g) The charges associated with disinter and reinter conducted at the request of the next of kin, will be the responsibility of the requester.

(KRS 307.300; KRS 213.076)

Sec 26-11. Certificate of Death.

Inter or Interment of a dead body or fetus is not permitted in the cemetery unless it is accompanied by a copy of the provisional certificate of death. The cemetery staff person in charge, or if not present, the funeral director, shall enter on the provisional certificate over his signature the date, place, and manner of the final disposition and file the certificate within five (5) days with the local registrar.

(KRS 213.076)

Sec 26-12. Removal of Grave or Cemetery.

- a) Upon application of the city upon which is located an abandoned grave or cemetery, or when it is deemed in the best interest of the city to remove and relocate any such grave or cemetery, the court may issue an order or resolution authorizing removal and relocation.
- b) Any grave or cemetery removed shall be relocated in a suitable place at the expense of the city requesting such removal and relocation.
- c) A grave or cemetery shall be considered abandoned when left untended for a period of ten (10) years preceding the date of the resolution for removal and relocation of the grave or cemetery.

Sections 26-13 – 26-22. – Reserved.

ARTICLE II. OAK GROVE CEMETERY.

Sec 26-23. Operations.

- a) Oak Grove Cemetery operations shall be divided into two programs as follows:

- (1) Administration – Cemetery administration shall manage all customer relations including but not limited to sale of grave lots, requests for deeds, scheduling burials with funeral homes, burial records, maintenance of all records, including but not limited to cemetery maps.
- (2) Maintenance – Cemetery maintenance shall perform day to day maintenance operations of the cemetery, including but not limited to cemetery upkeep, grounds maintenance, monument and stone repair, pre-burial and post-burial maintenance, building maintenance, etc. Maintenance staff will be present at every interment and disinterment, and shall have general control of the improvement of the premises.
- (b) Cemetery maps, with additions, shall be kept on file at the Parks and Recreation offices and are adopted and hereby declared the official maps of the cemetery, including grave lots therein, showing avenues, walkways, lots with numbers thereof, and shall cause the boundaries of lots, avenues and walkways to be preserved, and will be managed by the administrative staff.
- (c) Cremation Gardens and grounds are managed and operated under a contract with a local vendor and are updated by Municipal Order from time to time.
- (d) The Parks and Recreation Director is authorized to temporarily adjust or suspend park rules as required to serve public safety and/or logistics.
- (e) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to the cemetery. Rules shall be updated and posted on the City's website.

Sec 26-24. Rules for Conduct for Cemetery Grounds.

In addition to posted rules on site:

- a) Alcohol is not permitted on the grounds.
- b) Soliciting or sale of material is not permitted.
- c) Parking is not permitted in areas that are not marked roadways.
- d) Obey posted hours of operation.
- e) Dogs, Cats, and other animals are not permitted on the grounds unless contained inside a vehicle, with exception to licensed service animals.
- f) Place all trash in waste receptacles.
- g) Disturbance of any grave site or place of burial is prohibited.

- h) Removal of, defacing, or destruction of any upright monuments, flat, flush, or lawn level markers, tomb, vault, mausoleum, or decoration on any cemetery lot that is not conducted as part of maintenance of the grounds by the city is prohibited.
- i) Obey all rules and regulations as specified in posted guidelines.
- j) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to the cemetery as deemed appropriate. Rules shall be updated by administrative policy.

Sec 26-25. Vehicles and Parking.

- a) All traffic shall operate and/or park only in designated parking areas and marked roadways.
- b) It shall be unlawful for any person to operate any motor vehicle in excess of 5 miles per hour in the cemetery.

Sec 26-26. Hours of Operation.

- a) The cemetery is open to the public Sunday - Saturday, from 8:00 am – dark.
- b) Burials services, mausoleum services, and memorial services shall be scheduled in advance by contacting the Parks and Recreation Department and may occur Monday through Friday between 8:00 am and 2:00 pm.
- c) The City shall not provide services on recognized holidays as follows:
 - (1) New Year's Day
 - (2) Martin Luther King Day
 - (3) President's Day
 - (4) Good Friday
 - (5) Easter
 - (6) Mother's Day
 - (7) Memorial Day
 - (8) Father's Day
 - (9) Juneteenth
 - (10) Independence Day
 - (11) Labor Day
 - (12) Columbus Day
 - (13) Halloween
 - (14) Election Day
 - (15) Veterans Day
 - (16) Thanksgiving Day
 - (17) Day after Thanksgiving
 - (18) Christmas Eve
 - (19) Christmas Day
 - (20) New Year's Eve

- d) The City shall not provide services on the First Saturday in December due to the City's Annual Christmas Parade.
- e) Services requested on Saturdays or after operating hours shall incur additional charges in the amount established by municipal order.

Sec 26-27. Funeral Burial Services.

- a) Funeral homes and services shall be responsible for following cemetery rules and guidelines and serving as the liaison between the next of kin or family and Parks and Recreation staff.
- b) Cremation services held at the crematorium shall be the responsibility of the Cremation Society of Paducah, under contract with the city.
- c) Burial preparation service charges are charged by the cemetery at the time of the grave lot purchase or by the funeral home at the time of service planning and are at the amount set by the contractor providing the services.
- d) Burial preparation and closing services are performed under a contract with the City and is updated by Municipal Order from time to time.
- e) Funeral homes shall provide next of kin information to the cemetery at the time of grave lot purchase for the purposes of keeping updated records of license to the lot.

Sec 26-28. Interference with a Funeral.

- a) A person who interferes with a funeral, at any point in time between one (1) hour prior to the commencement and one (1) hour following its conclusion has committed a Class B misdemeanor.
- b) Interference with a funeral includes but is not limited to blocking, impeding, inhibiting, or in any other manner obstructing or interfering with access into or from any burial plot or the parking lot of the cemetery in which a funeral, wake, memorial service, or burial is being conducted.

(KRS 525.155)

Sec 26-29. Inclement Weather.

- a) Funeral and burial services may not be conducted when local forecasters have issued a severe weather event notification for an area that includes the City of Paducah.
- b) When inclement weather impacts the grounds and areas surrounding the burial site, burial services may be postponed at the discretion of the Parks Maintenance staff.

- c) If during the course of a burial service in progress the weather conditions listed above become present, City staff present shall be authorized to halt proceedings and assist attendees in seeking shelter until the weather clears.
- d) In the case of severe inclement weather or unsafe conditions, the Parks and Recreation Director is hereby authorized to close the cemetery without notice or warning.

Sec 26-30, Monuments, Uprights, and Flat, Flush, or Lawn Level Markers.

- a) Monuments, uprights, and flat, flush, or lawn level markers shall be made of granite, marble, or bronze, with the exception of standard government markers. No substandard grade of material shall be permitted.
- b) Monument companies shall notify and get approval from the Parks and Recreation Department prior to installing any monument, upright, or marker on a lot or part of a lot in the cemetery.
- c) One monument, upright, or flat, flush, or lawn level marker may be put in place on each grave lot at the head of the grave, as determined by the city. Monument, upright, or flat, flush, or lawn level marker foundation should not exceed the width of the lot.
- d) On adjoining lots, licensed by the same owner, one double monument, upright, or marker may be put in place for both grave lots, or each lot may have one monument, upright, or marker put in place. The foundation of the monument or marker shall not exceed the width lot(s).
- e) Each grave lot may have one monument, upright, or flat, flush, or lawn level marker placed at the head of the grave lot. Each grave lot may also have a lawn level footstone marker placed at the foot of the grave lot.
- f) Monument companies shall put in place monuments, uprights, or flat, flush, or lawn level markers according to the rules and guidelines for the cemetery.
- g) Benches, of any kind, in the cemetery shall not be permitted. Benches presently located in the cemetery are exempt until such time it is determined replacement is desired or needed. Replacement shall comply with existing guidelines for the cemetery.
- h) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to the setting and placement of monuments, uprights, and flat, flush, or lawn level markers.

Sec 26-31. Grave Lot Decorations, Planting of Trees, and Other Living Flora.

- a) Decorations shall comply with rules and regulations as set by the Parks and Recreation Director.

- b) The city shall remove all decorations that do not comply with cemetery rules and regulations upon discovery.
- c) The city shall perform cemetery clean up of all decorations that do not comply with cemetery rules and regulations, or have been determined by the city to be unsightly, two times per year.
- d) Plantings, of any kind, in the cemetery shall not be permitted, except in areas designated by the city to improve storm water management, memorial gardens, and tree canopy.
- e) Living memorials presently located in the cemetery are exempt until such time it is determined by the city to be unsightly or dangerous, at which time those plantings will be removed without replacement.
- f) Privately contracted maintenance of lots shall be permitted but must be approved by Parks and Recreation staff.
- g) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to decorations for grave lots in the cemetery.

Sec 26-32. Improvement to Cemetery Lots.

- a) All improvement of cemetery lots shall be limited to the installation of monuments, uprights, flat, flush, or lawn level markers and shall require the approval of the Parks and Recreation Director or designees, prior to installation. Improvements shall be made of granite, marble, or bronze as provided hereinbelow.
- b) Landscaping, plantings, and other permanent or temporary hardscape is not permitted on burial sites and will be removed by cemetery staff upon discovery.
- c) Landscape maintenance and improvements shall be regulated and determined by cemetery staff for the purpose of aesthetics to the cemetery grounds. This includes but is not limited to tree removal, tree plantings, shrub removal and maintenance, shrub plantings, annual and perineal plantings, landscaped beds, removal and replacement of planters, etc.
- d) Parks and Recreation staff shall have the authority to remove, without notice, any tree, shrub, or planting which has become detrimental, dangerous, or encroaching to adjacent grave lots, walkways, drives, or roadways.

Sec 26-33. Damage to Cemetery Lots.

The City of Paducah shall not be responsible for deterioration or damage to cemetery lots, monuments uprights, flat, flush, or lawn level markers, or any other permitted decoration, with the exception of any damage caused by cemetery upkeep which shall be documented by cemetery staff and repaired by the City. Other repairs required due to damages to improvements shall be the responsibility of the person named on the licensed deed.

Sec 26-34. Refund of Purchase Price When Body Removed.

When a body interred in the cemetery under the single-grave privilege is removed from such grave privilege, and the purchase thereof tenders the ground back to the City, the City shall refund the original purchase price thereof, to such purchaser, or the purchaser's lawful representative.

Sec 26-35. Purchase, Sale or Transfer of Cemetery Lots.

- a) Upon the purchase of a lot in the cemetery, a deed will be issued to the purchaser of the lot and filed with the City Clerk's office.
- b) The City Clerk shall be empowered to prepare and execute on behalf of the City all deeds conveying interest for sepulcher in cemetery lots in all cemeteries owned and operated by the City. Deeds prepared by the City Clerk shall be effective upon the City Clerk signing said deeds on behalf of the City and without review or approval by the Office of the City Manager and the City Commission. Such deeds shall convey license to use and access for sepulcher only and shall not be interpreted to convey a fee interest in the land.
- c) No person shall purchase, have, hold, or own any license for use or access to a lot or part of a lot in the cemetery for the purpose of resale, speculation, or sale of single grave places, or sell or transfer any lot or part of a lot in the cemetery to another person.
- d) No owner of a license for use or access to a lot in the cemetery or any part thereof shall sell or convey a grave space for any sum.
- e) No person shall bury or suffer or permit any person to be buried on any lot or part of a lot in the cemetery owned or held by such person, for a valuable consideration.
- f) Transfer of a license for use or access to any lot or part of a lot in the cemetery to an heir or other designee must be requested and approved by the Parks and Recreation Department prior to the transfer of lot or part of a lot. All transfers must be recorded with the Parks and Recreation Department. License for use or access to any lot or part of a lot in the cemetery that is not able to be transferred to an heir or other designee may be tendered back to the city for a refund of the original purchase price of the lot.
- g) In the instance where a previously sold grave lot in the cemetery is unused and no record of living heirs exists, Parks staff may file an action in the local Circuit Court requesting that the burial rights in the unused portion of the lot(s) in question be deemed abandoned and that the cemetery be authorized to sell the rights upon entry of the court's judgment. The defendants in the action shall be the unknown heirs of the original owner of the burial rights in the lots in question.
- h) Judgment declaring burial rights be abandoned shall not occur if an owner or heir of the cemetery lot in question has filed a written statement with the cemetery directing that certain grave spaces not be used.

(KRS 381.715)

Sec. 26-36. Penalties.

Whoever violates any provision of this article for which another penalty is not already otherwise provided shall be guilty of a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$55.00, or imprisonment for not more than thirty (30) days, or both, for each offense.

Sections 26-37 – 26-99 Reserved.

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

Ord/ 26-1 to 26-36 Cemeteries 2023

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: Southside Neighborhoods Initiative Housing and Economic Programs - **N. HUTCHISON & M. REASON**

Category: Ordinance

Staff Work By: Palmer Stroup, Melanie Reason

Presentation By: Melanie Reason

Background Information: Home repair and business improvement grants and incentives made in conjunction with the Southside Steering Committee.

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

If yes, please list the Commission Priority: Southside Enhancements

Communications Plan:

Funds Available: Account Name: SSR- Homeowner's Incentive Program
ED-0116

Account Number: CD-0104
SSR- Business Grants

Staff Recommendation: Approval

Attachments:

1. ORD 34 Southside Incentives Final

ORDINANCE NO. 2023-____ - _____

**AN ORDINANCE AMENDING CHAPTER 34, OF THE CODE OF ORDINANCES OF
THE CITY OF PADUCAH, KENTUCKY TO CREATE NEW ARTICLES RELATED TO
SOUTHSIDE INCENTIVES**

WHEREAS, the City of Paducah desires to effect certain economic opportunity incentives for the portion of town generally known as the “Southside” and more specifically outlined herein; and

WHEREAS, these incentives shall include Business Improvement Grants, Home Repair Microgrants, and Home Rehabilitation and New Construction Grants; and

WHEREAS, the City Commission now intends to amend the Code of Ordinance of the City of Paducah, Kentucky to include said incentives in Chapter 34 *Community Planning and Development*.

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

SECTION 1. That Chapter 34, Community Planning and Development, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to create Article X, Southside Business Improvement Grant Program, as follows:

Secs. 34-176 – 34-190 Reserved.

ARTICLE X. SOUTHSIDE BUSINESS IMPROVEMENT GRANT PROGRAM.

Sec. 34-191. Title.

This article shall be known as the Southside Business Grant Program of the City of Paducah which includes Southside Business Improvement Beautification Grant and Southside Business Improvement Roof Stabilization Grant.

Sec. 34-192. Purpose.

The purpose of this article is to provide businesses within the boundary of the Southside Business Improvement Grant program area matching grant funds to assist in promoting and restoring Paducah’s Southside Neighborhoods. The Roof Stabilization grant will assist building owners in protecting buildings from further weathering and environmental damage by repairing

existing roofing systems or replacing the entire roof. The Beautification Grant will enable owners to update the branding, landscape, or exterior façade to present a fresh appealing face to customers by incorporating stylish signage, new technology, updated design or public art to activate the streetscape and enhance the customer experience.

Sec. 34-193 General Provisions.

General regulations for all business grants:

1. All property receiving business grants shall be located within the program area, be considered commercial property, and currently or intend to house a small business, defined here as an enterprise employing fifty (50) people or fewer.
2. Applicants must be current on property taxes.
3. There must be no liens on any property owned.
4. Existing businesses must have a current City of Paducah business license to apply.
5. New businesses may apply for grant funds but will be required to obtain a business license prior to reimbursement of grant funds.
6. Business must be current on all payroll and property taxes.
7. There must be no liens on any property owned.
8. Grant funds may not be used to make repairs ordered by the Fire Prevention Department.
9. Grant funds are reimbursement only, no funds will be awarded prior to completion of the project.
10. Work completed prior to the award will not be eligible for reimbursement.
11. By law, the City of Paducah is required to report all grant funds as taxable income. A 1099 will be issued to any entity receiving grant funds.
12. All applications will be entered into the digital permitting system for tracking purposes. Fire Prevention will provide a technical review to determine the requirement of construction permits. If a permit is required, applicants will be notified within the issued grant award letter.
13. Applicants will be required to agree to allow all illustrations, photographs, or other images of the project may be used for reports, publications and advertisements, both in print and electronic. All submittals are subject to open records requests.
14. The Planning Department staff will provide administrative support related to the project, such as advertising for applications, reviewing applications, providing staff support for administrative or board approval for awarding funds, working with applicant as necessary to ensure completion of the proposed project, and assisting applicant with the request for reimbursement and payment of the grant funds once that project is complete.
15. A grant letter indicating conditional approval should be received prior to the commencement of work, otherwise funding is not guaranteed. Planning Department Staff will be responsible for ensuring that the allocation of grant funds never exceeds the project allocations.

Sec. 34 – 194. Funding.

The City of Paducah may make annual budgetary appropriations as it deems necessary to fund the programs established by the article and the administrative costs associated therewith.

Funding for Roof Stabilization shall not exceed 70% of the annual allocation, and funding for Beautification shall not exceed 30% of the annual allocation.

Sec. 34- 195 Southside Business Improvement Grant: Roof Stabilization.

There is hereby created a Southside Business Improvement Grant for Roof Stabilization with the following general provisions:

1. Administration of the Roof Stabilization Grant – Planning Department Staff shall:
 - a. Prepare the necessary forms for the administration of the grant including application, required guarantee, lien waivers, reimbursement request forms, and any other documents necessary for the administration of the grant.
 - b. Provide limited technical assistance to the applicants throughout the process until final reimbursement is complete.
 - c. Maintain a list of qualified contractors based upon satisfactory references on past work performed and certification to apply the roofing materials used.
 - d. Advertise a request for applications, giving a minimum of 21 days to apply for funding. The application period will be advertised at least once each year of the program between July 1 and June 30.
2. Roof Stabilization Grant program parameters include:
 - a. The program will target structures in need of roof stabilization.
 - b. Only property owners will be eligible for grant funds unless tenant provides in writing the owners authorization for the tenant to contract and pay for the roof repair/replacement and agrees to the tenant receiving the grant funds.
 - c. Eligible roof stabilization projects must be permanent, shall include, but not limited to: a water tight, sustainable leak proof roof roofing system.
 - d. All work shall meet or exceed industry standards for roof repair/replacement and comply with all applicable building codes.
 - e. The roofing contractor will be required to provide a 10-year guarantee provided by the City in addition to the manufacturer's warranty for roof replacement and a 2-year guarantee for roof repairs.
 - f. Any associated permit fees through the Fire Prevention Department may be included as a project expense.
 - g. Roof repairs covered by insurance are not eligible for reimbursement by grant funds.
 - h. The project must be complete within one year of the date of the award letter unless a written request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified and the allocated funds will be released and made available for distribution in the next round of applications.
 - i. Grant awards shall be allocated based on the total funding requests received during the application period and application scoring rubric, with no project receiving more than 50% of the project contract or no more than 50% of the annual project budget.
3. Application Process:

- a. During the application period, application shall be submitted to the Planning Department. In addition to the application, the following attachments will be required:
 - i. Photographs showing the existing roof condition.
 - ii. Existing Business must have a current City of Paducah Business License.
 - iii. New businesses must obtain a City of Paducah business license prior to receiving grant funds.
 - iv. A completed W-9.
 - v. Three (3) third-party bids from the list of qualified contractors. The Planning Department maintains a list of qualified contractors for this purpose.
 - vi. Proof of financial ability to complete the project.
 - vii. Any other documentation supporting the applicants request for grant funds.
- b. Applications received after the deadline for submittal will not be considered.
- c. Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.

4. Review and Approval Process:

- a. Applications for funds under the Roof Stabilization Grant Program will be reviewed using the following scoring criteria, and projects with the highest ratings will be selected.

<u>Criteria</u>	<u>Description</u>	<u>Points Possible</u>
<u>Condition of the existing roof/urgency of the need to stabilize the structure.</u>	<u>Rated on a scale of 0-5.</u> <u>0 = No urgency, repair is optional.</u> <u>1 = Some urgency, repair is needed.</u> <u>2 = More urgent, repair must be timely.</u> <u>3 = Urgent, repair must be made immediately.</u> <u>4 = Very urgent, replacement must be considered.</u> <u>5 = Most urgent, replacement must be made immediately.</u>	<u>5 points</u>
<u>Contribution of historic character to the neighborhood.</u>	<u>Rated on a scale of 0-3.</u> <u>0 = Does not apply.</u> <u>1 = Style is within character of the neighborhood</u> <u>2 = Qualifies as historic</u> <u>3 = On National registry</u>	<u>3 points</u>
<u>Capital commitment of the owner rehabilitate the entire structure.</u>	<u>Rated on a scale of 0-2 points.</u> <u>0 = Does not apply.</u> <u>1 = Owner will complete this project only.</u> <u>2 = Owner will complete additional investment.</u>	<u>2 points</u>

<u>Commitment of owner to complete replacement of the roof.</u>	<u>Rated on a scale of 0-2 points.</u> <u>0 = Does not apply.</u> <u>1 = Owner will complete this project only.</u> <u>2 = Owner will complete additional investment.</u>	<u>2 points</u>
<u>Minority/Women Owned Business</u>	<u>Improvements will be made to a small business owned by an underrepresented group.</u> <u>0 = Does not apply.</u> <u>1 = MWBE business, not certified</u> <u>2 = MWBE Certified with Commonwealth of KY</u>	<u>2 points</u>

- b. Eligible applications will be forwarded to the Urban Renewal and Community Development Agency for final review, approval, and allocation of funds for the project.
 - c. The applicant will be notified by letter of the grant award upon approval.
5. Application for Reimbursement:
 - a. Upon completion of the contracted work the applicant will apply for reimbursement of funds. Reimbursement requests shall include the following:
 - i. Application for reimbursement signed by the applicant.
 - ii. Affidavit signed by the contractor attesting to the following:
 - o Receipt of payment in full.
 - o Construction was in accordance with manufacturer's standards.
 - o Certification that the statements are true and correct to the best of their knowledge.
 - o Proof that eligible costs have been paid in full to any sub-contractors and suppliers.
 - iii. Contractor's Guarantee and Warranty (10 year for replacement, 2 year for repair.
 - iv. Certificate of Completion/verification of completion by the City Inspector (if applicable).
 - v. Pictures of completed project.
6. Disbursement: Reimbursement will be made between 14 and 21 days upon satisfactory completion of the project as outlined in the award letter and submittal of complete reimbursement request including all required attachments. Failure to submit a complete request for reimbursement will delay the issuance payment.

Sec. 34- 196 Southside Business Improvement Grant: Beautification Grant.

There is hereby created a Southside Business Improvement Grant for Beautification with the following general provisions:

1. Administration of the Beautification Grant – Planning Department Staff shall:
 - a. Prepare the necessary forms for the administration of the grant including application, and any other documents necessary for the administration of the grant.
 - b. Provide limited technical assistance to the applicants throughout the process.
 - c. Advertise a request for applications giving a minimum of 21 days to apply for funding.
 - d. Review for eligibility applications based on the requirements and, by the data, provided make recommendation to the Planning Director for final approval.
 - e. Follow up with the applicant and provide support throughout the process until final reimbursement is complete.
2. Program Parameters include:
 - a. The grant provides dollar for dollar match (i.e. 50/50 split for projects totaling up to \$10,000).
 - i. Minimum: Minimum investment threshold of \$2,000 will be matched with a \$1,000 award.
 - ii. Maximum: While there is no maximum investment, grant awards will match up to \$5,000 of the first \$10,000 of investment.
 - b. Only property owners will be eligible for grant funds unless owner(s) provides in writing to the authorization for a tenant to contract and pay for proposed repairs/additions and agrees to the tenant receiving the grant funds.
 - c. Required permits shall be obtained for the work to be completed as applicable.
 - d. The project must be complete within 60 days of the date listed on the award letter unless a request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified by letter and the allocated funds will be released and made available for distribution in the next round of applications.
3. Application Process:
 - a. During the application period, application may be submitted to the Planning Department. In addition to the application, the following attachments will be required:
 - i. Photographs showing the existing condition
 - ii. Existing businesses must have a current City of Paducah business license.
 - iii. A new business will be required to obtain a City of Paducah business license prior to distribution of grant funds.
 - iv. A completed W-9.
 - v. Detailed plans for the proposed project including but not limited to:
 - vi. Detailed description of the planned improvement.
 - vii. Drawing of the proposed changes.
 - viii. Any other documentation supporting the applicants request for grant funds.
 - b. Examples of eligible improvements include:
 - i. Public art (murals, sculptures)

- ii. New landscaping (trees, shrubs, flowers, soil, mulch etc.)
- iii. Transom, window, door replacements
- iv. New signage
- v. Removal of non-historic materials (siding that covers transom windows, bricked over window or door openings, removing paint from brick surfaces, etc.)
- vi. Repair or replacement of architectural details
- vii. Exterior painting (except for applying paint to unpainted brick)
 - 1. Priority will be given to applicants proposing to paint the entire structure.
- viii. Exterior lighting or interior storefront lighting of window displays that will remain lit during evening hours.
- ix. Parking lot resurfacing and striping.
- c. Work considered routine maintenance will not be eligible for grant funds.
Examples of routine maintenance include:
 - i. Cleaning/Power Washing/Cleaning Gutters
 - ii. Mowing/ Pruning existing shrubs-replacing old mulch/trimming trees.
 - iii. Any repairs ordered by the Fire Prevention Department.
- d. Applications received after the deadline for submittal will not be considered
- e. Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.
- f. Any associated permit fees through the Fire Prevention Department may be included as a project expense.

4. Review and Approval Process:

- a. Applications for funds under the Beautification Grant Program will be reviewed by the following criteria:

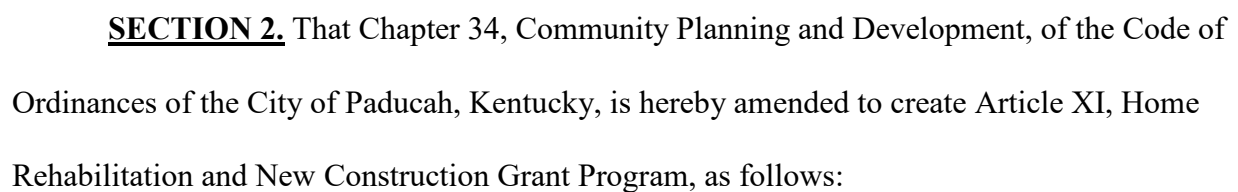
<u>Criteria</u>	<u>Description</u>	<u>Points Possible</u>
<u>Minority/Women Owned Business</u>	<u>Improvements will be made to a small business owned by an underrepresented group.</u> <u>0 = Does not apply.</u> <u>1 = MWBE business, not certified</u> <u>2 = MWBE Certified with Commonwealth of KY</u>	<u>2 points</u>
<u>High Visual Impact</u>	<u>Improvements that make a dramatic difference in the visual appeal to structure or of the district. Rated on a scale of 0-2 points.</u> <u>0 = Does not apply.</u> <u>1 = Improvements create visual appeal.</u> <u>2 = Improvements create dramatic impact.</u>	<u>2 points</u>
<u>Active Street Front</u>	<u>Improvements that make the pedestrian experience more pleasant and interesting.</u> <u>Rated on a scale of 0-2 points.</u> <u>0 = Does not apply.</u>	<u>2 points</u>

	<u>1 = Improvements create visual appeal.</u> <u>2 = Improvements create dramatic impact.</u>	
<u>Visual/Architectural Integrity</u>	<u>Projects that enhance the building's historic appearance. Rated on a scale of 0-2.</u> <u>0 = Improvement degrades architectural integrity.</u> <u>1 = Improvement neither degrades or improves architectural integrity.</u> <u>2 = Improvement improves architectural integrity.</u>	<u>2 points</u>
<u>Neighborhood Impact</u>	<u>Improvements that add to the character of the neighborhood. Rated on a scale of 0-2 points.</u> <u>0 = Does not apply.</u> <u>1 = Improvements create interest in the neighborhood.</u> <u>2 = Improvements create a neighborhood focal point.</u>	<u>2 points</u>
<u>Capital commitment of the owner rehabilitate the entire structure.</u>	<u>Rated on a scale of 0-2 points.</u> <u>0 = Does not apply.</u> <u>1 = Owner will complete this project only.</u> <u>2 = Owner will complete additional investment.</u>	<u>2 points</u>

- b. Upon approval applicant will be notified by letter of the grant award.
5. Request for Reimbursement:
- a. Upon completion of the proposed work the applicant will apply for reimbursement of funds. Reimbursement requests shall include the following:
 - i. Application for reimbursement signed by the applicant.
 - ii. Affidavit signed by the contractor attesting to the following:
 - o Receipt of payment in full.
 - o Construction was in accordance with manufacturer's standards.
 - o Certification that the statements are true and correct to the best of their knowledge.
 - o Proof that eligible costs have been paid in full to any sub-contractors and suppliers.
 - iii. Certificate of Completion/verification of completion by the City Inspector (if applicable).
 - iv. Pictures of completed project.
6. Disbursement: Reimbursement will be made between 14 and 21 days upon satisfactory completion of the project as outlined in the award letter and submittal of complete reimbursement request including all required attachments. Failure to submit a complete request for reimbursement will delay the issuance payment.

Sec. 34-197 Phase 1 Program Area

Exhibit 1



ARTICLE XI. SOUTHSIDE HOME REHABILITATION AND NEW CONSTRUCTION

GRANT PROGRAM.

Sec. 34-206. Southside Home Rehabilitation and New Construction Incentive Program.

This article shall be known as the Southside Home Rehabilitation and New Construction Incentive Program. This fund will be opened to the areas outlined in Exhibit 2, known as the “program area”, as a part of the larger Southside Neighborhoods Initiative.

Sec. 34-207. Purpose.

The purpose of this article is to establish a housing incentive program and to authorize the director of planning to administer the program and provide financial assistance to eligible applicants for reconstruction of existing homes and construction of new homes.

Sec. 34-208. General Provisions.

There is hereby created a Southside Home Rehabilitation and New Construction Grant Program with the following general provisions:

1. All property receiving incentive funds shall be located within the program area.
2. Applicants must be current on property taxes.
3. There must be no liens on any property owned.
4. Program funds may not be used to make repairs ordered by the Fire Prevention Department.
5. Program funds are reimbursement only, no funds will be awarded prior to completion of the project.
6. This award is disbursed as a forgivable-deferred payment loan with a 0% rate, evidenced by a promissory note payable to the City of Paducah and secured by a mortgage interest in favor of the City of Paducah. The City of Paducah will prepare a promissory note and mortgage to be recorded. The mortgage would be considered second or in some cases third mortgage. The promissory note and mortgage will be for the forgivable-deferred payment loan amount and no cases shall exceed \$27,000. **The homeowner is to reside in the residence for a period of 5 years.** If the homeowner moves or sells the property, this note is to be paid by homeowner at a sliding reduced rate in the following manner:
 - ii. Sale of property less than one year* 100% repayment
 - iii. Sale of property after one year but less than two years* 80% repayment
 - iv. Sale of property after two years but less than three years* 60% repayment
 - v. Sale of property after three years but less than four years* 40% repayment
 - vi. Sale of property after four years but less than five years* 20% repayment
 - vii. Sale of property more than five years* 0% repayment

* from the date the documents are signed.
7. The forgivable-deferred payment loan shall only be available to property owners who reside on the premises as their primary residence.
8. Forgivable-deferred payment loan shall not exceed 20% of the eligible expenses of the improvement.

9. Forgivable-deferred payment loan amount shall not exceed \$27,000.
10. Total project costs shall be a minimum of \$50,000 to be eligible for a forgivable-deferred payment loan.
11. By law, the City of Paducah is required to report all grant funds as taxable income. A 1099 will be issued to any entity receiving grant funds.
12. All applications will be entered into the digital permitting system for tracking purposes. Fire Prevention will provide a technical review to determine the requirement of construction permits. If a permit is required, applicants will be notified within the issued grant award letter. Any associated permit fees through the Fire Prevention Department will be eligible for reimbursement.
13. Applicants will be required to agree to allow all illustrations, photographs, or other images of the project may be used for reports, publications and advertisements, both in print and electronic. All submittals are subject to open records requests.
14. The Planning Department staff will provide administrative support related to the project, such as advertising for applications, reviewing applications, providing staff support for administrative or board approval for awarding funds, working with applicant as necessary to ensure completion of the proposed project, and assisting applicant with the request for reimbursement and payment of the grant funds once that project is complete.
15. A grant letter indicating conditional approval should be received prior to the commencement of work, otherwise funding is not guaranteed. Planning Department Staff will be responsible for ensuring that the allocation of grant funds never exceeds the project allocations.
16. Work completed prior to the award will not be eligible for reimbursement.

Sec. 34-209. Funding.

The City of Paducah may make annual budgetary appropriations as it deems necessary to fund the programs established by the article and the administrative costs associated therewith. Allocation to this program shall not exceed 75% of the annual budget.

Sec. 34- 210 Southside Home Rehabilitation and New Construction Incentive Program Details.

1. **Administration of the Southside Rehabilitation and New Construction Incentive – Planning Department Staff shall:**
 - a. Prepare the necessary forms for the administration of the grant including application, and any other documents necessary for the administration of the program.
 - a. Provide limited technical assistance to the applicants throughout the process.
 - b. Review for eligibility applications based on the requirements and, by the data, provided make recommendation to the Planning Director for final approval.
 - c. Follow up with the applicant and provide support throughout the process until final disbursement is complete.

2. **Program Parameters include:**

- a. The grant provides a reimbursement in the form of a forgivable, 0% interest loan to be applied toward an applicant's investment in their property.
 - i. Minimum: Minimum investment threshold for projects is \$50,000 in value.
 - ii. Maximum: While there is no maximum investment, grant awards will match up to 20% of eligible expenses. Criteria for reimbursement levels are as follows:
 - o Eligible projects may be awarded 15% of the eligible expenses of the project, with a maximum award amount of \$20,000.
 - o Eligible projects choosing to participate in the optional *Beyond Code* program as outlined by Fire Prevention will be eligible for an additional 5% award for adhering to the 2021 IECC energy standard building codes. This award tier caps at 20% of the eligible expenses of the project, with a maximum award amount of \$27,000.
- b. Only owner-occupied units will be eligible to receive funds.
- c. Required permits shall be obtained for each project as applicable. Any associated permit fees through the Fire Prevention Department may be included as a project expense.
- d. The funds will only be awarded after completion of the approved project.
- e. The project must be completed within 1 year of the date listed on the award letter unless a request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified by letter and the allocated funds will be released and made available for distribution in the next round of applications.

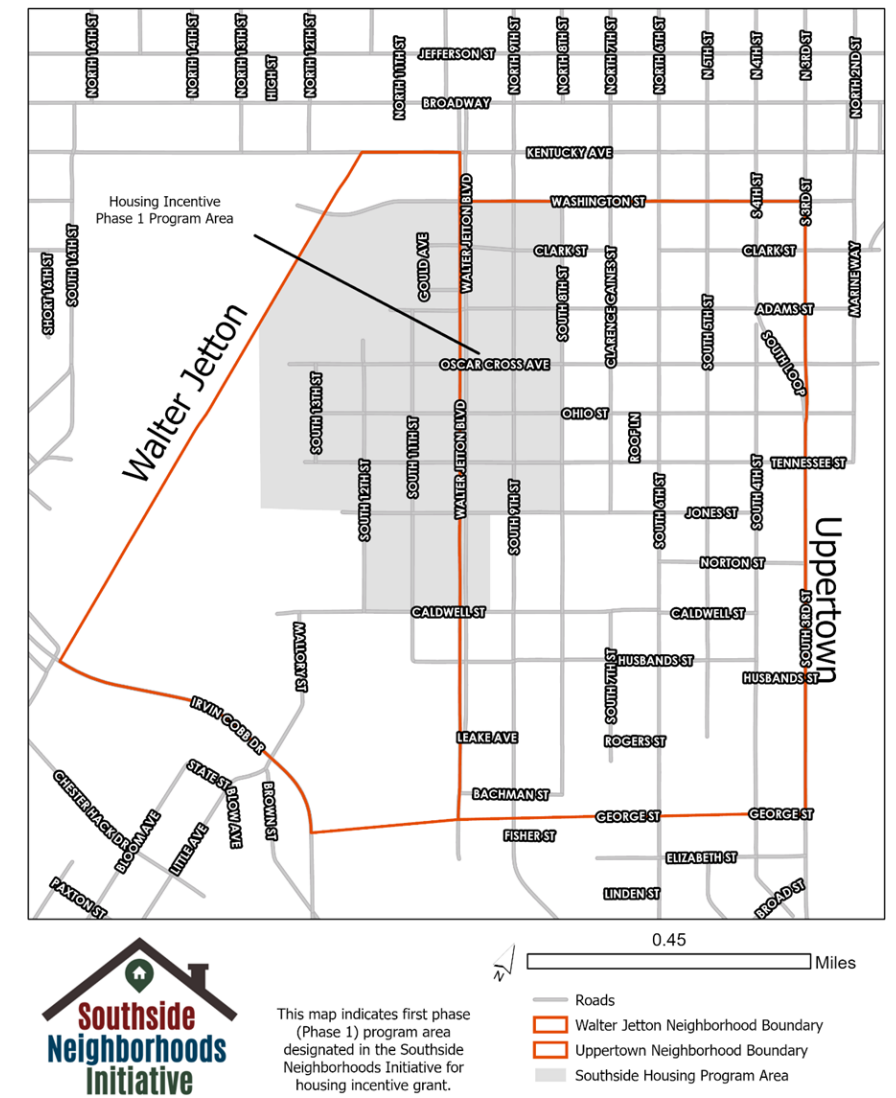
3. **Application Process:**

- a. Applications shall be submitted to the Planning Department. In addition to the application, the following attachments will be required:
 - i. Photographs showing the existing condition of the proposed project.
 - ii. A completed W-9.
 - iii. Detailed plans for the proposed project including but not limited to:
 - o Detailed description of the planned improvement.
 - o Drawing of the proposed changes.
 - iv. Proof of financial availability to complete the project.
 - v. Any other documentation supporting the applicants request for program funds.
- b. **Examples of eligible improvements include:**
 - i. Structural rehabilitation or improvements to the existing foundation or walls
 - ii. Energy saving upgrades to the structure (not appliances)
 - iii. Exterior façade upgrades

- iv. Replacement windows at the same size or greater
 - v. Interior upgrades (i.e. remodeling rooms or upgrading plumbing or electrical)
 - vi. Construction of additional dwelling units
 - vii. New residential construction
- 4. Work considered routine maintenance will not be eligible for grant funds. Examples of routine maintenance include:
 - a. Cleaning/Power Washing/Cleaning Gutters
 - b. Mowing/ Pruning existing shrubs-replacing old mulch
 - c. Grading gravel driveways
 - d. Any repairs ordered by the Fire Prevention Department.
- 5. Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.
- 6. **Application for reimbursement:** Up to 20% of project costs shall be paid upon completion of project in accordance with a certificate of occupancy issued by the Department of Fire Prevention, based upon the permitted value, with any additional funding from optional program participation. The forgivable-deferred payment loan shall be tied to the issuance of a certificate of completion. Request for reimbursement shall include:
 - i. Application for reimbursement signed by the applicant.
 - ii. Affidavit signed by the contractor attesting to the following:
 - o Receipt of payment in full.
 - o Construction was in accordance with manufacturer's standards.
 - o Certification that the statements are true and correct to the best of their knowledge.
 - o Proof that eligible costs have been paid in full to any sub-contractors and suppliers.
 - iii. Certificate of Completion/verification of completion by the City Inspector (if applicable).
 - iv. Pictures of completed project.
- 7. **Disbursement of Funds:**
 - a. Upon satisfactory completion of the project as outlined in the award letter, receipt of request for reimbursement and all supporting documents, staff will review and notify attorney to prepare note and mortgage.
 - b. The disbursement will be made within 14-21 days of notification that all documents are approved and legal documents are ready for signatures. Failure to submit a complete request for disbursement will delay the issuance payment.

Exhibit 2 – Phase 1 Program Area

Exhibit 2 defines the program area of the first phase (Phase 1) of this incentive program. Future areas will be determined as per neighborhood plan adoption.



Secs. 34-211 – 34-220 Reserved.

SECTION 3. That Chapter 34, Community Planning and Development, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to create Article XII, Southside Home Repair Microgrant, as follows:

ARTICLE XII. SOUTHSIDE HOME REPAIR MICROGRANT

Sec. 34-221. Title.

This article shall be known as the Southside Home Repair Microgrant. This fund will be opened when applicable to the areas outlined in Attachment A, known as the “program area”, as a part of the larger Southside Neighborhoods Initiative

Sec. 34-222. Purpose.

The purpose of this article is to provide homeowners within the program areas with matching grant funds to assist in the immediate repair of their homes and to increase the quality of the Southside Neighborhoods housing supply. The microgrant will enable owners to enact projects that focus on the repair or improvement of the structure, landscape, or exterior façade of their property.

Sec. 34-223. General Provisions.

There is hereby created the following General regulations for this microgrant program:

1. All property receiving microgrants shall be located within the program area.
2. Applicants must be current on property taxes.
3. There must be no liens on any property owned.
4. Grant funds may not be used to make repairs ordered by the Fire Prevention Department.
5. Grant funds are reimbursement only, no funds will be awarded prior to completion of the project.
6. Work completed prior to the award will not be eligible for reimbursement.
7. By law, the City of Paducah is required to report all grant funds as taxable income. A 1099 will be issued to any entity receiving grant funds.
8. All applications will be entered into the digital permitting system for tracking purposes. Fire Prevention will provide a technical review to determine the requirement of construction permits. If a permit is required, applicants will be notified within the issued grant award letter. Any associated permit fees through the Fire Prevention Department will be eligible for reimbursement.
9. Applicants will be required to agree to allow all illustrations, photographs, or other images of the project may be used for reports, publications and advertisements, both in print and electronic. All submittals are subject to open records requests.
10. The Planning Department staff will provide administrative support related to the project, such as advertising for applications, reviewing applications, providing staff support for administrative or board approval for awarding funds, working with applicant as necessary to ensure completion of the proposed project, and assisting applicant with the request for reimbursement and payment of the grant funds once that project is complete.
11. A grant letter indicating conditional approval of funding should be received prior to the commencement of work, otherwise funding is not guaranteed. Planning Department Staff will be responsible for ensuring that the allocation of grant funds never exceeds the project allocations.

Sec. 34-224. Funding.

The City of Paducah may make annual budgetary appropriations as it deems necessary to fund the programs established by the article and the administrative costs associated therewith. Allocation to this program shall not exceed 25% of the annual budget.

Sec. 34-225. Southside Home Repair Microgrant Program Details.

1. Administration of the Southside Home Repair Microgrant – Planning Department Staff shall:

- a. Prepare the necessary forms for the administration of the grant including application, and any other documents necessary for the administration of the grant.
- b. Provide limited technical assistance to the applicants throughout the process.
- c. Review for eligibility applications based on the requirements and, by the data, provided make recommendation to the Planning Director for final approval.
- d. Follow up with the applicant and provide support throughout the process until final reimbursement is complete.

2. Program Parameters include:

- a. The grant provides a dollar for dollar match towards an applicant's investment (i.e. 50/50 split).
 - i. Minimum: Minimum investment threshold for projects is \$500, that will be matched with a \$250 award.
 - ii. Maximum: While there is no maximum investment, grant awards will match up to \$5,000 of the first \$10,000 investment.
- b. Only property owners will be eligible for grant funds unless owner(s) provides in writing to the tenant for authorization to contract and pay for proposed repairs/additions and agrees to the tenant receiving the grant funds.
- c. Permits shall be obtained for the work to be completed, if required. Any associated permit fees through the Fire Prevention Department may be included as a project expense.
- d. The funds will only be awarded after completion of the approved project.
- e. The project must be completed within 60 days of the date listed on the award letter unless a request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified by letter and the allocated funds will be released and made available for distribution in the next round of applications.

3. Application Process:

- a. Applications may be submitted to the Planning Department. In addition to the application, the following attachments will be required:
 - i. Photographs showing the existing condition of the proposed project.
 - ii. A completed W-9.
 - iii. Detailed plans for the proposed project including but not limited to:
 - o Detailed description of the planned improvement.
 - o Drawing of the proposed changes.
 - iv. Any other documentation supporting the applicants request for grant funds.
- b. **Examples of eligible improvements include:**
 - i. Repair or replacement of siding or exterior finishing
 - ii. Repair or construction of porches or accessibility ramps

- iii. Transom, window, door replacements at the same size or greater
- iv. Repair or replacement of architectural details
- v. Exterior painting (except for applying paint to unpainted brick)
 - o Priority will be given to applicants proposing to paint the entire structure.
- vi. Exterior lighting fixtures
- vii. Driveway culvert repair
- viii. Mature tree repair by a licensed arborist
- ix. New landscaping will be considered an eligible expense only if it comprises no more than 20% of the total project budget
- c. Work considered routine maintenance will not be eligible for grant funds.
Examples of routine maintenance include:
 - i. Cleaning/Power Washing/Cleaning Gutters
 - ii. Mowing/ Pruning existing shrubs, replacing old mulch
 - iii. Any repairs ordered by the Fire Prevention Department
- d. Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.

4. **Review and Approval Process:**

- a. Applications for funds under the Southside Home Repair Microgrant will be reviewed by the following criteria:

<u>Criteria</u>	<u>Description</u>	<u>Points Possible</u>
<u>High Impact</u>	Rated on a scale of 0-4 points. <u>0 = Does not apply.</u> <u>1 = Improvements create visual appeal.</u> <u>2 = Improvements create lasting visual impact.</u> <u>3 = Improvements create safer living conditions.</u> <u>4 = Improvements stabilize the structure (foundation, roof, etc).</u>	<u>5 points</u>
<u>Urgency of the need to stabilize the structure.</u>	Rated on a scale of 0-5. <u>0 = No urgency, repair is optional.</u> <u>1 = Some urgency, repair is needed.</u> <u>2 = More urgent, repair must be timely.</u> <u>3 = Urgent, repair must be made immediately.</u> <u>4 = Very urgent, replacement must be considered.</u> <u>5 = Most urgent, replacement must be made immediately.</u>	<u>5 points</u>
<u>Visual/Architectural Integrity that enhance the building's historic appearance.</u>	Rated on a scale of 0-2. <u>0 = Improvement degrades architectural integrity.</u> <u>1 = Improvement neither degrades or improves architectural integrity.</u> <u>2 = Improvement improves architectural integrity.</u>	<u>2 points</u>
<u>Capital commitment of the owner</u>	Rated on a scale of 0-2 points. <u>0 = Does not apply.</u> <u>1 = Owner will complete this project only.</u>	<u>2 points</u>

<u>rehabilitate the entire structure.</u>	<u>2 = Owner will complete additional investment.</u>	
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Upon approval applicant will be notified by letter of the grant award.

5. Request for Reimbursement:

- a. Upon completion of the proposed work the applicant will apply for reimbursement of funds. Reimbursement requests shall include the following:
 - i. Application for reimbursement signed by the applicant.
 - ii. An affidavit signed by the contractor attesting to the following:
 - o Receipt of payment in full.
 - o Construction was in accordance with manufacturer's standards.
 - o Certification that the statements are true and correct to the best of their knowledge.
 - o All eligible costs have been paid in full to any sub-contractors and suppliers.
 - iii. Certificate of completion/occupancy from Fire Prevention if needed.
 - iv. Pictures of completed project.

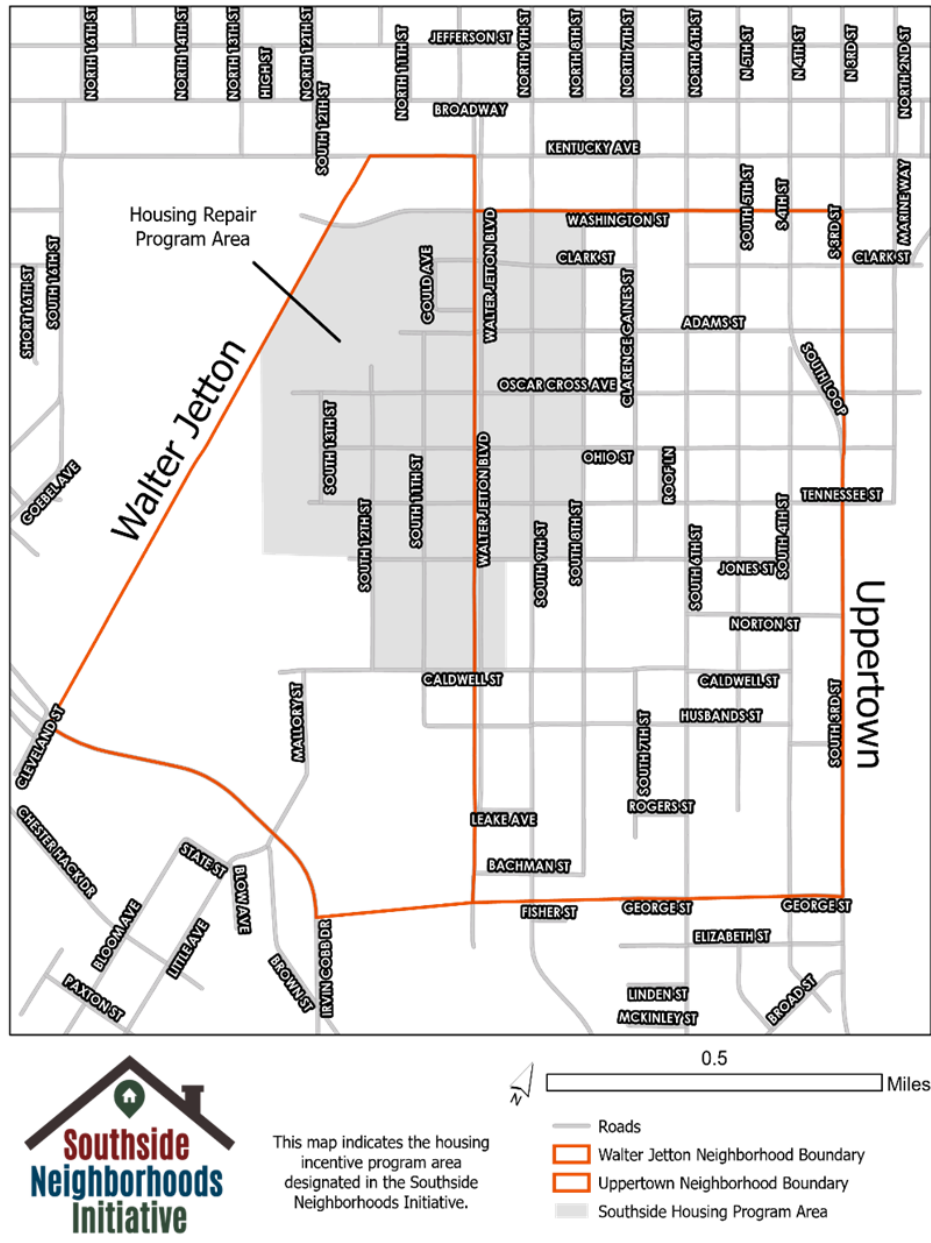
(OR)

- i. Invoices for materials with proof of payment (receipt or cancelled check)
Note: copy of check will not be considered proof of payment unless both sides of the cancelled check are provided.
- ii. Certificate of Completion/verification of completion by the City Inspector (if applicable).
- iii. Pictures of completed project.

6. **Disbursement:** Reimbursement will be made between 14 and 21 days upon satisfactory completion of the project and of receipt of complete reimbursement request including all required attachments. Failure to submit a complete request for reimbursement will delay the issuance payment.

Exhibit 3 – Phase 1 Program Area

The program area of the first phase (Phase 1) of this grant program is shown below in Exhibit 3. Future areas will be determined as per neighborhood plan adoption.



Secs. 34-226 – 34-240 Reserved.

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

SECTION 5. Severability. 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 6. 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/34 Southside Incentives

Agenda Action Form

Paducah City Commission

Meeting Date: June 13, 2023

Short Title: FY2023 Budget Amendment in the amount of \$650,000 from Investment Fund Fund Balance Reserve to be used for City Facilities Improvements (PF0079) - **D. JORDAN**

Category: Ordinance

Staff Work By: Daron Jordan, Michelle Smolen, Jonathan Perkins, Audra Herndon
Presentation By: Daron Jordan

Background Information: With the FY2023 budget, the City Commission appropriated \$400,000 to the '*City Facilities Improvement Project (PF0079)*' set aside for future use for major facility improvements. In order to make such improvements, sufficient funds must be accumulated. Future budgets will likely contain additional annual funding, but may take many years to be of sufficient value to take on major improvement projects. To further enhance the project's available balance, it is recommended that \$650,000 from the Investment Fund be transferred to this project funded with FY2023 Investment Fund reserves. Focusing on upgrading city facilities and planning for new facilities is a Commission priority.

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

If yes, please list the Commission Priority: City Facilities

Communications Plan:

Funds Available: Account Name: Investment Fund to City Improvements Project

Account Number: PF0079

Staff Recommendation: Staff recommends for approval to amend the FY2023 Investment Fund budget by moving \$650,000 from Fund Balance Reserves to the City Improvement project (PF0079).

Attachments:

1. ORD - budget amend FY2023 – Transfer from Fund Balance Reserves to City Improvements Project

ORDINANCE NO. 2023-____ - _____

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

WHEREAS, the FY2023 budget, the City Commission appropriated \$400,000 to the 'City Facilities Improvement Project (PF0079)' set aside for future use for major facility improvements; and

WHEREAS, the City Commission now wishes to amend the FY2023 budget to move \$650,000 from Fund Balance Reserves to the City Improvements Project in order to enhance the project’s available balance.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriation:

- Move \$650,000 from Fund Balance Reserves to City Improvement Project, PF0079.

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 13, 2023

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend FY2023 – Transfer from Fund Balance Reserves to City Improvements Project