



Amended February 12, 2024

**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 13, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Southside Walter Jetton Housing Program Update - Palmer Stroup

PRESENTATION Paducah Police Department Presentation - Brian Laird, Police Chief

PUBLIC COMMENTS

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 January 23 & 25, 2024, Board of Commissioners Meetings
	B.	Receive & File Documents
	C.	Appointment of Matthew Turley and Tara Sawvel to the Code Enforcement Board
	D.	Personnel Actions
	E.	Position and Pay Schedule - S. WILCOX
	F.	Pay Grade Schedule - S. WILCOX
	G.	Authorize the Acceptance of a Community Development Block Grant in the Amount of \$200,000 on behalf of Four Rivers Recovery Center - H. REASONS
	H.	Amend the Robert Cherry Civic Center Schedule of Fees - A. CLARK
	II.	<u>BOARD APPOINTMENT(S)</u>

		A.	Reappointment of Joshua Tyler Parker, Alex Blackwell, Chris Cappock and Appointment of Neel Carroll and Phillip Hudson to the Brooks Stadium Commission
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Update the City Investment Policy - J. PERKINS
		B.	Approve the EPAD Program Financing Agreement and Notice of Assessment for the Blockware Mining, Inc. PACE Financing - L. PARISH & CHRISTOPHER JONES
		C.	Accept recommendation from the Sports Tourism Commission, approve the design of Stuart Nelson Park Road, and authorize the architect to advertise a request for bids as specified in the ILA- D. JORDAN & A. CLARK
		D.	<u>Approve a Pledge of \$500,000 for the Stabilization of the Columbia Theater Façade</u> - D. JORDAN
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Adopt an Ordinance Creating a Natural Gas Franchise - M. SMOLEN
		B.	Amend Paducah Code of Ordinances Chapter 108 Related to Telecommunications - M. SMOLEN
	V.	<u>DISCUSSION</u>	
		A.	Quarterly Grant Update - H. REASONS
		B.	2023 Commission Priorities Annual Report - M. SMOLEN
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

January 23, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, January 23, 2024, 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 Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATION

Mayor Bray presented a Duke of Paducah to Jonathon Pendergrass, Regional Program Manager at the Paducah Career Center.

Communications Manager Pam Spencer provided the following summaries of additional presentations:

“FY2023 Annual Comprehensive Financial Report Presentation

Finance Director Jonathan Perkins and David Hampton of Kemper CPA Group, LLP provided an overview of the City’s [Annual Comprehensive Financial Report](#) which includes the City audit. The audit is required by State law; however, the Report is a voluntary document that the City prepares to provide additional information and transparency to the public. The report is for the fiscal year that ended June 30, 2023. The audit states that there are no findings of deficiencies related to the financial statements. For 32 consecutive years, Paducah has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA).

To learn more about Paducah’s finances, Perkins suggests reading the following two documents:

- Annual Comprehensive Financial Report – specifically pages 14 through 29 of the most recent audit
- Popular Annual Financial Report (PAFR) – this is the first year for this summary document.

Perkins added a comparison of revenues and expenditures from the City’s main operating fund, the General Fund, for the past three years to show the good financial management by the City and growth in revenue. Perkins said revenues are solid and trending in the positive direction. For FY2023, revenue exceeded city expenditures by nearly \$4.5 million.”

“Paducah Public Schools Community Schools Grant Presentation

Community Schools Director Allen Treece for Paducah Public Schools outlined the Community Schools grant and his role in this new position for the school district. Treece was named Community Schools Director late last year with the position funded through a grant from the Prichard Committee’s Kentucky Community Schools Initiative. The goal is to boost education and economic well-being outcomes. Treece said the program will work to get the community involved, review current educational programs, and look at ways to reduce or remove educational barriers for our students. Twenty school districts including Paducah Independent and McCracken County are included in this initiative. Treece says Morgan Elementary and Paducah Tilghman High School will be the focus schools for Paducah. Treece explained that the first in a series of community meetings to help support both the McCracken County and Paducah Public schools will be in February.

January 23, 2024

Treece also discussed a proposed partnership with the City to bring back work-based learning through the summer youth program. David Anderson attended the meeting and talked about the impact the Summer Youth Program had on him as a youth.”

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 January 9, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents: Deed File: 1. City of Paducah, Evergreen Development, Mark Ashburn, Master Commissioner Katterjohn Building – No Commission Action – 2. Closure of 31,659 sq. ft. of Plum Street and 111,331 Sq Ft of Brower Circle – ORD 2023-08-8788 a. City of Paducah to Billy R. Thompson, Trustee of Revocable Trust of Billy R. Thompson, and Sharon F. Thompson, Trustee of the Revocable Trust of Sharon F. Thompson DB D1493, page 256 b. City of Paducah to Joseph H. and Jeane B. Frampton – DB D1493, page 260 c. City of Paducah to Barkley Woods, LLC – DB D1493, page 264 d. City of Paducah to James S. Gwinn, Jr. and Anne F. Gwinn – DB D1493, page 269 Contract File: 1. Contract For Services – Paducah-McCracken County Habitat For Humanity – Signed by Daron Jordan, City Manager 2. Innovative Sports Surfacing – Keiler Park - \$51,425 – MO #2839 3. Pyro Shows, Inc. – Independence Day fireworks - \$39,975 – MO #2840 4. Harper Construction, LLC – 2024-2025 Concrete Program – MO #2841 Bids and Proposals File: 1. City of Paducah Fire Feasibility Study – MO #2617 a. Brandstetter Carroll, Inc. – See also MO #2675 b. PFGW 2. Playground Equipment and Resurfacing – Keiler Park MO #2839 Innovative Sport Surfacing 3. 2024-2025 Concrete Program – MO #2841 Harper Construction
I(C)	Reappointment of Edward Hely to the Electric Plant Board. Said term shall expire a February 6, 2028.
I(D)	Appointment of Mark Anderson to the Civic Beautification. Said term shall expire July 1, 2027.

January 23, 2024

I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE BALLARD FISCAL COURT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2842; BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ASSETWORKS, INC. IN THE AMOUNT NOT TO EXCEED \$230,000 FOR YEAR ONE (1) AND NOT TO EXCEED \$40,000 PER YEAR FOR YEARS TWO (2) THROUGH FIVE (5) FOR WORK ORDER, INVENTORY, AND ASSET MANAGEMENT SOFTWARE FOR THE PUBLIC WORKS AND PARKS DEPARTMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2843; BK 13)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES IN AN AMOUNT OF \$2,995 RELATED TO AN INCREASE IN SAAS MAINTENANCE FEES AND CREDIT CARD TERMINAL FEES (MO #2844; BK 13)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2025 HIGHWAY SAFETY GRANT IN THE AMOUNT OF \$41,000 THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS AND THE PURCHASE OF FOUR (4) MOVING RADAR UNITS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2845; BK 13)
I(J)	A MUNICIPAL ORDER ADOPTING THE PURCHASE ADD REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2023 UPDATE FOR THE CITY OF PADUCAH, KENTUCKY (MO #2846; BK 13)

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).

RESOLUTION

NUCLEAR READY COMMUNITY AND REAFFIRMING SUPPORT TO REINDUSTRIALIZE THE U.S. DEPARTMENT OF ENERGY SITE

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Resolution entitled, "A RESOLUTION DECLARING THE CITY OF

January 23, 2024

PADUCAH, KENTUCKY A NUCLEAR READY COMMUNITY AND REAFFIRMING SUPPORT TO REINDUSTRIALIZE THE U.S. DEPARTMENT OF ENERGY SITE.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO BK 13)**

MUNICIPAL ORDERS

APPROVE THE SPORTS TOURISM COMMISSION RECOMMENDATION FOR THE PADUCAH SPORTS PARK

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING THE PROPOSED CONSTRUCTION PLANS FOR THE PADUCAH SPORTS PARK AS RECOMMENDED BY THE MCCracken COUNTY SPORTS TOURISM COMMISSION AND IN ACCORDANCE WITH THE INTERLOCAL COOPERATION AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE PADUCAH-MCCracken COUNTY ATHLETIC COMPLEX .”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2847; BK 13)**

SOLID WASTE FEE CHANGES

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AMENDING THE SCHEDULE OF FEES AND CHARGES FOR SOLID WASTE PICK UP PURSUANT TO THE SOLID WASTE ORDINANCE, CHAPTER 94, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2848; BK 13)**

CONTRACT EXTENSION FOR DOG PARK CONSTRUCTION PROJECT

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt A Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH EVRARD-KENTUCKY DIVISION, INC., FOR THE CONSTRUCTION AND RELOCATION OF DOG PARKS IN NOBLE PARK TO EXTEND THE CONTRACT BY THIRTY (30) CALENDAR DAYS AND TO REMOVE THE INSTALLATION OF TWO (2) SHELTERS FROM CONSIDERATION OF LIQUIDATED DAMAGES UNTIL AFTER THE FINAL COMPLETION DATE OF APRIL 5, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2849; BK 13)**

ORDINANCE ADOPTION

January 23, 2024

ACCEPTANCE OF WOODLAND PROPERTY ON PINES, LLC SUBDIVISION

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 3315 PINES ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE FINAL PLAT OF SUBDIVISION FOR THE WOODLAND PROPERTY ON PINES, LLC, ACCEPTING THE IRREVOCABLE LETTER OF CREDIT IN AN AMOUNT OF \$350,000 AS SURETY FOR COMPLETION OF THE PUBLIC IMPROVEMENTS, ACCEPTING THE DEDICATION OF THE PUBLIC RIGHT OF WAY AND EASEMENTS AS SHOWN ON SAID FINAL PLAT, AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT.” This Ordinance is summarized as follows: This Ordinance approves the final report of the Paducah Planning Commission on the proposed final subdivision for the property known as Woodland Property on Pines, LLC, Subdivision and accepts the dedication of the public right-of-way and public utility easements shown on the plat. Further, the City hereby accepts Irrevocable Letter of Credit No. 402 in the amount of \$350,000 for surety of the completion of the street, curbs, gutters, stormwater management and right-of-way in the development that meets the minimum standards required by the City of Paducah Engineering Department pursuant to the City of Paducah Code of Ordinances.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (ORD #2024-01-8803; BK 37)

COMMENTS

COMMISSIONER HENDERSON

Commended Amie Clark and the Parks Staff on their work regarding the Civic Center.

CITY MANAGER

There will be a joint meeting with the Fiscal Court on Thursday, January 25, 2024, at 5:00 p.m. to discuss the next phase of the City-County Comprehensive Plan. The meeting will be held in City Hall.

MAYOR

Commended Chief Kyle, Deputy Chief of Fire Prevention Greg Cherry, and the Fire Department on their handling of the Noble Lodge condemnation and tenant relocation. Commissioners Guess, and Smith commented on this issue further. Commissioner Wilson commended our local non-profits for their assistance in the relocation of the tenants.

ADJOURN

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

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

January 23, 2024

TIME ADJOURNED: 6:15 p.m.

ADOPTED: February 13, 2024

George Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

January 25, 2024

At a Special Called Meeting of the Paducah Board of Commissioners held jointly with the McCracken County Fiscal Court, on Thursday, January 25, 2024, 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).

Upon a call of the roll, the following Fiscal Court members answered to their names: Commissioners Bill Bartleman, Richard Abraham, Edwin Jones, and Judge Executive Craig Clymer. (4)

KENDIG KEAST COLLABORATIVE WORKSHOP

A copy of the presentation PowerPoint is included in the minute folder.

Communications Manager Pam Spencer provided the following summaries of additional presentations:

“Joint City and County Workshop for Comprehensive Plan Update

PADUCAH – The Paducah Board of Commissioners and McCracken County Fiscal Court held a joint workshop this evening at City Hall to receive a briefing from planning consultant Kendig Keast Collaborative on the project to create a joint comprehensive plan that will guide area development, redevelopment, and enhancement efforts over the next 10 to 20 years. Kendig Keast President and Project Manager Gary Mitchell led the presentation.

In February 2023, the City of Paducah and McCracken County approved a 20-year interlocal cooperation agreement to establish a City/County Comprehensive Plan. Currently, each government agency has its own comprehensive plan which is required by the State to be updated every five years.

Over the past year, Kendig Keast has gathered community input including holding a Forum on the Future open house in June 2023 and launching an online survey last August and September. Kendig Keast is using in-person feedback and the 1154 responses to the 24-question online survey to help Paducah and McCracken County develop a meaningful and long-range plan that digs into topics including future land use, transportation, economic development, housing, and quality of life.

Mayor George Bray said, “The whole goal of this joint Comprehensive Plan is to see how we can grow together.”

The first half of today’s joint meeting focused on the online Community Survey results. To read the survey report and learn more about the comprehensive planning process, visit <https://paducahky.gov/comprehensive-plan>.

After reviewing in-person feedback and online survey results, Kendig Keast provided six planning themes that will be addressed in the plan as the City and County look toward the future. The themes are as follows:

1. Make the area more attractive to retain, or regain, youth who grew up here and to attract younger individuals and families.
 - a. Continue efforts to diversify the area’s economic and employment base, for long-term economic sustainability, and to offer a wider range of job options to current and prospective residents.
 - b. Increase the quantity and variety of housing options.
2. Safe community.
3. Infrastructure conditions particularly for stormwater management.
4. Neighborhood and corridor revitalization.

January 25, 2024

5. Take great economic advantage of area's location and transportation assets.
6. Build on area's tourism success including through sustained commitment to arts, crafts, and culture.

As input continues to be gathered over the next several months, the City and County government agencies will hold their third joint workshop regarding the plan in either May or June with the expectation of reviewing a preliminary plan draft. The Comprehensive Plan is expected to be adopted by both agencies later this year.

Learn more about community planning consultant, Kendig Keast Collaborative, by visiting <http://www.kendigkeast.com/>."

ADJOURN

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

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

TIME ADJOURNED: 6:43 p.m.

ADOPTED: February 13, 2024

George Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

February 13, 2024

RECEIVE AND FILE DOCUMENTS:

Contract File:

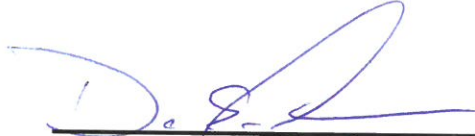
1. Marine Solutions – Accepted Proposal for Dredging Paducah Transient Dock – signed by City Manager
2. Dredge America, Inc. – Paducah Transient Dock Dredging Project – Form of Labor and Material Payment Bond, Form of Performance Bond and Certificate of Liability Insurance – MO #2668
3. Fleet Maintenance Service Agreement with Ballard Fiscal Court – MO #2842
4. AssetWorks – GSA Contract for Public Works and Parks – MO #2843
5. Tyler, Inc. Contract Amendment - \$2,995 – MO #2844

Financials File:

1. Paducah Water Works – Month Ended November 30 2023
2. Paducah Water Works – Month Ended December 31, 2023
3. City of Paducah – Annual Comprehensive Financial Report (CFR) Year ended June 30 2023 – Entire document can be found in LaserFiche – City Clerk/Finance Documents/2024

CITY OF PADUCAH
February 13, 2024

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

2/8/2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 13, 2024**

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

<u>E-911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bugg, Gregory Patrick	Shift Supervisor \$24.79/hr	Shift Supervisor \$26.53/hr	NCS	Non-Ex	January 25, 2024
<u>PARKS & RECREATION</u>					
Stick, David W.	Parks Maintenance Laborer \$21.15/hr	Parks Maintenance Technician \$23.65/hr	NCS	Non-Ex	February 22, 2024
<u>POLICE</u>					
Newlon, Kimberly G.	Senior Records Clerk \$24.05/hr	Senior Administrative Assistant \$25.25/hr	NCS	Non-Ex	February 22, 2024
<u>PUBLIC WORKS</u>					
Collins, Deborah S.	Senior Administrative Assistant \$24.14/hr	Senior Administrative Assistant \$24.86/hr	NCS	Non-Ex	January 25, 2024
Coursey, Jason L.	Street Superintendent \$35.62/hr	Street Superintendent \$36.69/hr	NCS	Ex	January 25, 2024
Crouch, Randal W.	Assistant Director of Public Works \$49.86/hr	Assistant Director of Public Works \$51.36/hr	NCS	Ex	January 25, 2024
Davenport, Tucker L.	Fleet Mechanic II \$22.60/hr	Fleet Mechanic II \$23.28/hr	NCS	Non-Ex	January 25, 2024
Evans, Les	Landscape Supervisor \$32.61/hr	Landscape Supervisor \$32.94/hr	NCS	Ex	January 25, 2024
Ferrell, Christopher L.	Maintenance Superintendent \$37.73/hr	Maintenance Superintendent \$38.86/hr	NCS	Ex	January 25, 2024
Marquiss, Aaron E.	Fleet Mechanic II \$23.74/hr	Fleet Mechanic II \$24.21/hr	NCS	Non-Ex	January 25, 2024
Pryor, Latrisha A.	Administrative Assistant \$21.54/hr	Administrative Assistant \$22.19/hr	NCS	Non-Ex	January 25, 2024
Richardson, Casey D.	Fleet Mechanic II \$26.24/hr	Fleet Mechanic II \$27.07/hr	NCS	Non-Ex	January 25, 2024
Riley, David J.	Street Supervisor \$28.82/hr	Street Supervisor \$29.68/hr	NCS	Ex	January 25, 2024
Scutt, James R.	Fleet Superintendent \$36.05/hr	Fleet Superintendent \$37.13/hr	NCS	Ex	January 25, 2024
Simmons, Marcey M.	Administrative Assistant \$19.68/hr	Administrative Assistant \$20.27/hr	NCS	Non-Ex	January 25, 2024

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Baumgardner, Jeffrey	Sports Official	Seasonal Employee	January 26, 2024
Dubuque, Beverly	Recreation Leader	Resignation	January 26, 2024
Hobbs, Jalen B.	Pool Attendant	Seasonal Employee	January 26, 2024
McCann, Jennifer	Recreation Leader	Resignation	January 26, 2024
McCauley, Zachary	Recreation Leader	Resignation	January 26, 2024
Nicholas, Lucas H.	Pool Attendant	Seasonal Employee	January 26, 2024
Porter, Lauren	Sports Official	Seasonal Employee	January 26, 2024
Prather, Shelley	Recreation Leader	Resignation	January 26, 2024
Raidt, Drew	Recreation Leader - Camp Counselor	Seasonal Employee	January 26, 2024
Watson, Alison	Recreation Leader	Resignation	January 26, 2024
West, Jacob	Recreation Leader	Resignation	January 26, 2024
Wood, Amberly J.	Lifeguard	Seasonal Employee	January 26, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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CITY OF PADUCAH
PERSONNEL ACTIONS
February 13, 2024

Travis, Amy	Records Manager	Resignation	February 1, 2024
<u>PUBLIC WORKS</u>			
Wilson, Devonte A.	Solid Waste Truck Driver	Resignation	January 19, 2024

Agenda Action Form Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Position and Pay Schedule - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The Position and Pay Schedule is being updated to prepare for the fiscal year 2025 budget cycle. All salaries are up-to-date, the Records Manager position is being increased by one grade, a Deflection Specialist position is being added to the Police Department, and a Senior Evidence Technician position is being moved to a Senior Administrative Assistant position in the Police Department.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approved the Position and Pay schedule with recommended changes.

Attachments:

1. Position and Pay Schedule FY2023-2024 Amendment 2
2. Position and Pay Schedule -Feb 13 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FY2023-2024 POSITION AND
PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF
PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2023-2024 Position and Pay
Schedule by Municipal Order No. 2737 on May 23, 2023; and

WHEREAS, the City of Paducah amended the FY2023-2024 Position and Pay
Schedule by Municipal Order No. 2816 on October 24, 2023; and

WHEREAS, the City desires to amend the Position and Pay Schedule in order to
increase the Records Manager Position by one grade, adding a Deflection Specialist position to the
Police Department, and a Senior Evidence Technician position is being moved to a Senior
Administrative Assistant position in the Police Department; and

WHEREAS, in order to implement the changes, it is necessary to amend the
FY2023-2024 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves an amendment to the
FY2023-2024 Position and Pay Schedule for the employees of the City of Paducah as attached
hereto.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 13, 2024
Recorded by Lindsay Parish, City Clerk, February 13, 2024
mo/Position and Pay Schedule FY2023-2024 Amendment 2

Section A.									
ADMINISTRATION		AUTHORIZED POSITIONS			FY 24	FY24			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
City Manager	1	1			86.61	86.61	40	E	18
Assistant City Manager	1	1			59.66	59.66	40	E	17
Assistant to the City Manager							40	E	
Grants Administrator	1	1			28.26	28.26	40	E	10
Senior Administrative Assistant	1	1			28.25	28.25	40	NE	9
Communications Manager	1	1			45.89	45.89	40	E	13
Total Budgeted/Filled for Department		5	5	0					

Note: Moved ERP Manager and BA Positions to Technology Department (02/23)

Note: Moved Grants Administrator position from Finance to Administration

Section B.									
CITY CLERK / CUSTOMER EXPERIENCE DEPT.		AUTHORIZED POSITIONS			FY 24	FY24			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
City Clerk / Customer Experience Director	1	1			48.42	48.42	40	E	15
Assistant City Clerk	1	1			31.60	30.68	40	NE	10
Senior Customer Experience Representative	1	1			27.18	26.39	40	E	9
Customer Experience Representatives	1	1			22.76	22.76	40	NE	7
Total Budgeted/Filled for Department		4	4	0					

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

Section C.									
FINANCE DEPARTMENT		AUTHORIZED POSITIONS			FY 24	FY24			
POSITIONS	BUDGET	FILLED		VACANT	HOURLY	HOURLY	HOURS	EXEMPT	PAY
	TOTAL	NON-CS	RCSS/CS		WAGE	WAGE			
					ADJ.	ADJ.	WORK	NON-EXEMPT	GRADE
					RATE	RATE			
Administration									
Director of Finance	1	1			86.42	86.42	40	E	17
Senior Administrative Assistant	1	<u>1</u>		4	<u>24.52</u>	0.00	40	NE	9
Accounting/Payroll									
Controller	1	1			55.32	55.32	40	E	15
Senior Accountant	1	1			<u>35.70</u>	34.66	40	E	12
Accountant	2	1			26.33	26.33	40	E	10
		1			26.29	26.29	40	E	10
Revenue									
Revenue Manager	1	1			39.12	39.12	40	E	14
Account Clerk							40	NE	
							40	NE	
Revenue Tech II	1	4		<u>1</u>	0.00	23.88	40	NE	9
Revenue Tech.	3	<u>1</u>		4	<u>19.10</u>	0.00	40	NE	8
		1			19.78	19.78			
		1			21.40	21.40	40	NE	8
Revenue Auditor	1	<u>1</u>		4	<u>28.66</u>	0.00	40	E	11
Total Budgeted/Filled for Department		12	11	0	1				

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

* Position Red Light 2021

Note: RCSS - Individuals Retain Civil Service Status

Section D.									
TECHNOLOGY DEPARTMENT		AUTHORIZED POSITIONS			FY 24	FY24			

					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
Chief Technology Director	1	1			55.33	55.33	40	E	16
Software Manager	1	1			<u>43.07</u>	41.76	40	E	13
Software Specialist	1	<u>1</u>		4	<u>30.05</u>	0.00	40	E	11
Systems Administrator	1	1			27.92	27.92	40	E	11
Systems Technician	1	1			30.82	30.82	40	E	10
Help Desk Technician	1	1			<u>20.42</u>	19.83	40	NE	8
GIS and Application Support Manager	1			1	0.00	0.00	40	E	12
GIS Specialist	1	1			<u>28.73</u>	28.03	40	E	11
Total Budgeted/Filled for Department	8	7	0	1					

Section E.

PLANNING DEPARTMENT	AUTHORIZED POSITIONS			FY 24	FY24				
				HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE	
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	RATE	RATE				
Director of Planning	1	1		50.70	50.70	40	E	16	
Planner III	1	1		<u>35.31</u>	34.28	40	E	12	
Senior Administrative Assistant	1	1		30.50	30.50	40	NE	9	
Business Development Specialist	1	1		<u>29.85</u>	28.98	40	E	11	
Administrative Assistant						40	NE	7	
Planner II	1			0.00	0.00	40	E	11	1
Planner I	1	1		<u>25.84</u>	25.33	40	E	10	
Downtown Development Specialist	1	1		26.60	26.60	40	E	10	
Total Budgeted/Filled for Department	7	6	0	1					

* Position Red Light 2021

Section F.

POLICE DEPARTMENT	AUTHORIZED POSITIONS			FY 24	FY24				
				HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE	
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	RATE	RATE				
Police Chief	1	1		66.80	66.80	40	E	17	
Police Assistant Chief	2	1		<u>54.15</u>	52.57	40	E	15	
		1		51.73	51.73				
Captains	6					40	E	14	<u>1</u>
		1		<u>48.22</u>	46.81				
		1		<u>47.03</u>	45.66				
		1		<u>44.46</u>	43.16				
		2		43.16	43.16				
Sergeants	9					40	NE		1
5 years		1		33.18	33.18				
10 years		4		34.84	34.84				
15 years		3		36.58	36.58				
20 years				38.41	38.41				
25+ years				40.33	40.33				
Police Officer	63***					40	NE		2
Police Officer - Recruit		3		26.36	26.36				
1 year		19		26.36	26.36				
3 years		6		27.74	27.74				
5 years		15		29.12	29.12				
10 years		9		30.58	30.58				
15 years		7		32.11	32.11				
20 years		5		33.72	33.72				

25 years				35.40	35.40			
Senior Administrative Assistant	2 3	1		<u>32.88</u>	31.92	40	NE	9
		1		<u>23.97</u>	23.27			
		<u>1</u>		<u>25.25</u>	24.05			
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1	<u>1</u>	4	<u>26.29</u>	0.00	40	E	11
<u>Deflection Specialist</u>	<u>1</u>		<u>1</u>	0.00	0.00	40	<u>E</u>	<u>10</u>
				0.00	0.00	40		
Records Manager	1	4	<u>1</u>	25.65	25.65	40	E	9 10
Senior Records Clerk	4	4		23.35	23.35	40	NE	8
Records Clerk	2	1		<u>23.74</u>	23.04	40	NE	7
		<u>1</u>	4	<u>18.87</u>	0.00			
Senior Evidence Technician	1	1		<u>22.56</u>	21.90	40	NE	8
Evidence Technician	1	1		<u>20.26</u>	19.66	40	NE	7
Total Budgeted/Filled for Department	91	85	0	6				

* Position Red Light 2021

POLICE DEPARTMENT CON'T		AUTHORIZED POSITIONS			FY 24	FY24			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
		BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	ADJ. RATE	ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT GRADE
<u>911 Communications Services</u>									
911 Communications Services Manager	1	<u>1</u>			4	<u>46.81</u>	0.00	40	E 13 14
Assistant 911 Communications Services Manager	1				1	0.00	0.00	40	E 12
Terminal Agency Coordinator	1				1	0.00	0.00	36/48	NE 8
911 System Administrator	1	1				<u>30.41</u>	29.52	40	E 10
Shift Supervisor	4				3	0.00	0.00	36/48	NE 10
			1			<u>26.53</u>	24.79	36/48	NE 10
Telecommunicator	14							36/48	NE 8
			1			<u>29.69</u>	28.13	36/48	NE 8
			1			<u>28.24</u>	27.69	36/48	NE 8
			1			<u>29.14</u>	27.59	36/48	NE 8
			1			<u>27.48</u>	25.96	36/48	NE 8
			1			<u>26.00</u>	24.51	36/48	NE 8
			1			<u>23.75</u>	22.09	36/48	NE 8
			1			<u>22.31</u>	21.87	36/48	NE 8
			2			19.97	19.97	36/48	NE 8
			1			<u>21.36</u>	19.96	36/48	NE 8
			2			<u>19.97</u>	19.77	36/48	NE 8
			1			<u>19.78</u>	19.58	36/48	NE 8
			1			<u>19.58</u>	19.10	36/48	NE 8
Senior Administrative Assistant	1	1				<u>30.95</u>	30.05	40	NE 9

* Position Red Light 2021

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

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

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

****911**

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

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

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

**** A supervisor position is filled

Total Budgeted/Filled for Department	23	18	0	5
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Section G.

FIRE DEPARTMENT	AUTHORIZED POSITIONS			FY 24	FY24
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POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
<u>Administrative Division</u>									
Fire Chief	1	1			73.33	73.33	40	E	17
Deputy Fire Chief - Fire Prevention	1	1			<u>58.78</u>	56.78	40	E	15
Deputy Fire Chief - Operations	1	1			<u>55.10</u>	53.49	40	E	15
<u>Training Division</u>									
Battalion Chief/ Training Officer	1	1			37.55	37.55	40	E	12
<u>Fire Prevention Division</u>									
Battalion Chief/ Fire Marshal								E	
Deputy Fire Marshal	2	1			<u>38.32</u>	37.20		NE	12
		1			<u>32.91</u>	32.11			
Senior Administrative Assistant	1	1			<u>28.42</u>	27.86		NE	9
Code Enforcement Officer	3	1			28.19	28.19	40	NE	8
		1			25.98	25.98			
		1			<u>23.72</u>	23.25			
Permit Technician	1	1			<u>21.36</u>	20.94	40	NE	7
Permit Specialist							40	NE	
Chief Building Inspector	1	1			<u>40.96</u>	39.77	40	NE	12
Deputy Building Inspector	1			1	<u>0.00</u>	0.00	40	NE	10
Chief Electrical Inspector	1	1			<u>36.07</u>	35.02	40	NE	12
Deputy Electrical Inspector	1	1			<u>26.23</u>	25.72	40	NE	10
<u>Suppression Division</u>									
Fire Assistant Chief	3	4		1	<u>36.77</u>	35.70	40	E	14
		1			<u>36.61</u>	35.54			
		1			32.69	32.69			
Captains	15			1				NE	
<10 years					21.96	21.96			
10 years		5			22.51	22.51			
15 years		6			23.08	23.08			
20 years		2			23.66	23.66			
25 years		1			24.24	24.24			
Lieutenants	15			1				NE	
<10 years		12			19.97	19.97			
10 years		1			20.47	20.47			
15 years		1			20.98	20.98			
20 years					21.51	21.51			
25 years					22.05	22.05			
Firefighter	29			-1				NE	
Firefighter (Appointee)					15.18	15.18			
6 months		5			16.37	16.37			
1 year		11			16.78	16.78			
3 years		2			17.19	17.19			
5 years					17.63	17.63			
10 years					18.07	18.07			
15 years					18.52	18.52			
Firefighter (Relief Driver)								NE	
COLA + \$0.39 + \$0.10									
2 years		3			17.69	17.69			
3 years		7			18.13	18.13			
5 years		2			18.58	18.58			
10 years					19.05	19.05			
15 years					19.53	19.53			
Total Budgeted/Filled for Department									
	77	74	0	3					

** Position Frozen 2009

Note: Executive Assistant I moved to Prevention from Administration

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

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

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

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

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

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

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

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

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

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

Note: RCSS - Individuals Retain Civil Service Status

Section H.					AUTHORIZED POSITIONS		FY 24	FY24		
							HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	PAY GRADE
ENGINEERING POSITIONS					BUDGET TOTAL	FILLED NON-CS RCSS/CS				
City Engineer					1	4	1	0.00	78.54	40 E 17
Assistant City Engineer					1	1		47.58	46.65	40 E 14
Engineer Project Manager					1	1		38.44	37.32	40 E 13
Engineering Technician					1	1		30.27	29.39	40 E 11
Engineering Tech III					1	1		44.55	43.25	40 E 13
Senior Administrative Assistant					1	1		27.15	26.36	40 NE 9
Floodwall Division										
EPW Floodwall Superintendent					1	1		39.66	38.50	40 E 13
Floodwall Operator					4		1			40 NE
80%								19.44	19.44	NE
85%								20.66	20.66	NE
90%								21.87	21.87	NE
95%								23.09	23.09	NE
100%						2	1-2	24.30	24.30	NE
Total Budgeted/Filled for Department					11	8	1	2		

* Position Red Light 2021

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

Note: RCSS - Individuals Retain Civil Service Status

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

Section I.					AUTHORIZED POSITIONS		FY 24	FY24		
							HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	PAY GRADE
PUBLIC WORKS DEPT. POSITIONS					BUDGET TOTAL	FILLED NON-CS RCSS/CS				
Public Works Director					1	1		59.86	59.86	40 E 16
Assistant Public Works Director					1	1		51.36	49.86	40 E 14
Administrative Assistant					1	1		20.27	19.68	40 NE 7
Street Division										
Street Superintendent					1	1		36.69	35.62	40 E 13
Street Supervisor					1	1		29.68	28.82	40 E 11
Landscape Supervisor					1	1		32.94	32.61	40 E 11
Equipment Operator					3					NE
80%								19.63	19.63	
85%								20.86	20.86	
90%								22.09	22.09	
95%								23.31	23.31	
100%						3		24.54	24.54	
Concrete Finisher					1		1*			NE
80%								18.78	18.78	
85%								19.95	19.95	

CITY OF PADUCAH			FY 2024			February 13, 2024		
			POSITION AND PAY SCHEDULE					
	90%				21.12	21.12		
	95%				22.30	22.30		
	100%				23.47	23.47		
Right-Of-Way Maintenance Person	15			<u>2</u>			NE	
	80%				18.18	18.18		
	85%				19.31	19.31		
	90%	3			20.45	20.45		
	95%	1			21.58	21.58		
	100%	8	2		22.72	22.72		
Laborer							NE	
	80%				16.92	16.92		
	85%				17.98	17.98		
	90%				19.04	19.04		
	95%				20.09	20.09		
	100%				21.15	21.15		
Maintenance Division								
Maintenance Superintendent	1	1			<u>38.86</u>	37.73	40	E 13
Maintenance Supervisor	1	1			28.38	28.38	40	E 11
Janitor / Collector	4							NE
	80%				16.52	16.52		
	85%				17.55	17.55		
	90%	1			18.59	18.59		
	95%				19.62	19.62		
	100%	3			20.65	20.65		
Traffic Technician	1			1				NE
	80%				18.92	18.92		
	85%				20.10	20.10		
	90%				21.29	21.29		
	95%				22.47	22.47		
	100%				23.65	23.65		
Master Electrician	1			1*	0.00	0.00		NE 10
Maintenance Technician	5			<u>2</u> 1*				NE
	80%				18.92	18.92		
	85%				20.10	20.10		
	90%				21.29	21.29		
	95%	1			22.47	22.47		
	100%		2		23.65	23.65		
Fleet Maintenance Division								
Fleet Superintendent	1	1			<u>37.13</u>	36.05	40	E 13
Fleet Supervisor	1	1			32.28	32.28	40	E 11
Senior Administrative Assistant	1	1			<u>24.86</u>	24.14	40	NE 7
Fleet Mechanic I								NE 8
Fleet Mechanic II	5			4				NE 9
		<u>1</u>			<u>21.39</u>	0.00		
		1			<u>23.28</u>	22.60		
		1			<u>24.21</u>	23.74		
		1			23.98	23.98		
		1			<u>27.07</u>	26.54		
Solid Waste Division								
Solid Waste Superintendent	1	1			34.21	34.21	40	E 13
Solid Waste Supervisor	1	1			28.82	28.82	40	E 11
Compost Operations Supervisor	1			1	0.00	0.00	40	E 10
Administrative Assistant	1	1			<u>22.19</u>	21.54	40	NE 7
Laborer	1			1				NE
	80%				16.92	16.92		
	85%				17.98	17.98		
	90%				19.04	19.04		
	95%				20.09	20.09		
	100%				21.15	21.15		
Truck Driver	17			4				NE

	80%			18.56	18.56	
	85%			19.72	19.72	
	90%	3		20.88	20.88	
	95%			22.04	22.04	
	100%	10		23.20	23.20	
Right-Of-Way Maintenance Person		0				NE
	80%			18.18	18.18	
	85%			19.31	19.31	
	90%			20.45	20.45	
	95%			21.58	21.58	
	100%			22.72	22.72	
Compost Equipment Operator		2				NE
	80%			19.63	19.63	
	85%			20.86	20.86	
	90%			22.09	22.09	
	95%			23.31	23.31	
	100%	2		24.54	24.54	
Total Budgeted/Filled for Department		70	53	4	13	

* Position Red Light 2021

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

Note: RCSS - Individuals Retain Civil Service Status

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

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

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

Section J.

PARKS & RECREATION DEPARTMENT	AUTHORIZED POSITIONS			FY 24	FY24	HOURS	EXEMPT	PAY
	BUDGET	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE	WORK	NON-EXEMPT GRADE
		NON-CS	RCSS/CS					
POSITION	TOTAL							
Director of Parks & Recreation	1	1			51.61	51.61	40	E 16
Assistant Director of Parks	1	1			<u>43.01</u>	41.76	40	E 14
Assistant Director of Recreation	1	4		<u>1</u>	44.76	41.76		
Recreation Superintendent	1	1			<u>38.32</u>	34.84	40	E 13
Senior Recreation Specialist	1	1			23.95	23.95	40	E 10
Recreation Specialist	3	1		1	22.25	22.25	40	E 9
		1			21.39	21.39		
Senior Administrative Assistant	1	1			25.62	25.62		NE 9
Administrative Assistant	1	1			<u>20.55</u>	20.55		NE 7
Maintenance Division								
Supervisor	2							E 11
		1			27.38	27.38	40	
		1			26.30	26.30	40	
Laborer	12			1				NE
80%		4			16.92	16.92		
85%					17.98	17.98		
90%					19.04	19.04		
95%		1			20.09	20.09		
100%		4	2		21.15	21.15		
Right-Of-Way Maintenance Person	1			4				NE
80%					18.18	18.18		
85%		<u>1</u>			19.31	19.31		
90%					20.45	20.45		
95%					21.58	21.58		
100%					22.72	22.72		
Maintenance Technician	<u>1</u>			<u>1</u>				NE
80%					18.92	18.92		
85%					20.10	20.10		

90%	21.29	21.29
95%	22.47	22.47
100%	23.65	23.65

Total Budgeted/Filled for Department	26	20	2	4
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* Position Red Light 2021

Note: Recreation Superintendent moved to Assistant Director Position, and Parks Maintenenace Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.
Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

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

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

Section K.

HUMAN RESOURCES & RISK	AUTHORIZED POSITIONS			FY 24	FY24	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET	FILLED	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
POSITIONS	TOTAL	NON-CS	RCSS/CS					
Director of Human Resources	1	1		<u>55.03</u>	53.43	40	E	15
Risk Manager	1	1		37.69	37.69	40	E	13
Diversity Specialist	1			0.00	0.00	40	E	10
Senior HR Generalist	1	1	1	28.27	28.27	40	E	10
Administrative Assistant	1	1		<u>17.93</u>	17.49	40	NE	7
Total Budgeted/Filled for Department	5	4	0					

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Pay Grade Schedule - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The Job Grade Schedule is being updated to include a new Deflection Specialist position in the Police Department, and increasing the Records Division Manager position from a grade 10 to a grade 11.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approved the updated Job Grade schedule with recommened changes.

Attachments:

1. MO pay grade schedule Annual FY2023-2024 Amendment 1
2. Job Grade Schedule 02 05 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FISCAL YEAR 2024 PAY GRADE SCHEDULE
FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2023-2024 Pay Grade Schedule
by Municipal Order No. 2738 on May 23, 2023; and

WHEREAS, the City desires to amend the Position and Pay Schedule in order to
include a new Deflection Specialist position in the Police Department and increasing the Records
division Manager position from grade 10 to grade 11;

WHEREAS, in order to implement the changes, it is necessary to amend the
FY2023-2024 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the amended
FY2023-2024 Pay Grade Schedule as attached hereto.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 13, 2024
Recorded by Lindsay Parish, City Clerk, February 13, 2024
\\mo\pay grade schedule Annual FY2023-2024 Amendment 1

City of Paducah, KY
Job Grade Schedule
Effective February 13, 2024

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	125,208	162,771	200,333
17				
	Assistant City Manager	106,386	135,642	164,898
	City Engineer	106,386	135,642	164,898
	Director of Finance	106,386	135,642	164,898
	Fire Chief	106,386	135,642	164,898
	Police Chief	106,386	135,642	164,898
16				
	Chief Technology Director	90,541	115,440	140,339
	Director of Parks & Recreation	90,541	115,440	140,339
	Director of Planning	90,541	115,440	140,339
	Director of Public Works	90,541	115,440	140,339
15				
	City Clerk/Director of Customer Experience	83,954	107,041	130,128
	Controller	83,954	107,041	130,128
	Deputy Fire Chief - Operations	83,954	107,041	130,128
	Deputy Fire Chief - Prevention	83,954	107,041	130,128
	Director of Human Resources	83,954	107,041	130,128
	Police Assistant Chief	83,954	107,041	130,128
14				
	Assistant City Engineer	77,366	98,642	119,917
	Assistant Director of Parks	77,366	98,642	119,917
	Assistant Director of Public Works	77,366	98,642	119,917
	Assistant Director of Recreation	77,366	98,642	119,917
	E 911 Communication Services Manager	77,366	98,642	119,917
	Fire Assistant Chief	77,366	98,642	119,917
	Police Captain	77,366	98,642	119,917
	Revenue Manager	77,366	98,642	119,917
13				
	Communications Manager	69,835	87,293	104,752
	Engineer Project Manager	69,835	87,293	104,752
	Engineer Technician III	69,835	87,293	104,752
	Fleet Superintendent	69,835	87,293	104,752
	Floodwall Superintendent	69,835	87,293	104,752
	Maintenance Superintendent	69,835	87,293	104,752
	Recreation Superintendent	69,835	87,293	104,752
	Risk/Safety Manager	69,835	87,293	104,752
	Software Manager	69,835	87,293	104,752
	Solid Waste Superintendent	69,835	87,293	104,752
	Streets Superintendent	69,835	87,293	104,752
12				
	Assistant E-911 Communication Services Manager	61,801	77,251	92,701
	Battalion Chief/Fire Training Officer	61,801	77,251	92,701
	Chief Building Inspector	61,801	77,251	92,701
	Chief Electrical Inspector	61,801	77,251	92,701
	Deputy Fire Marshal	61,801	77,251	92,701
	GIS and Application Support Manager	61,801	77,251	92,701
	Planner III	61,801	77,251	92,701
	Senior Accountant	61,801	77,251	92,701
11				
	Business Development Specialist	54,691	68,364	82,036
	Crime Analyst II	54,691	68,364	82,036
	Engineer Technician	54,691	68,364	82,036
	GIS Specialist	54,691	68,364	82,036
	Landscape Supervisor	54,691	68,364	82,036
	Revenue Auditor	54,691	68,364	82,036
	Planner II	54,691	68,364	82,036

Software Specialist	54,691	68,364	82,036
Supervisor Fleet	54,691	68,364	82,036
Supervisor Maintenance	54,691	68,364	82,036
Supervisor Solid Waste	54,691	68,364	82,036
Supervisor Street	54,691	68,364	82,036
Systems Administrator	54,691	68,364	82,036
10			
Accountant	48,831	61,039	73,247
Assistant City Clerk	48,831	61,039	73,247
Crime Analyst I	48,831	61,039	73,247
<u>Deflection Specialist</u>	48,831	61,039	73,247
Deputy Building Inspector	48,831	61,039	73,247
Deputy Electrical Inspector	48,831	61,039	73,247
Diversity Specialist	48,831	61,039	73,247
Downtown Development Specialist	48,831	61,039	73,247
E-911 Shift Supervisor	48,831	61,039	73,247
E-911 System Administrator	48,831	61,039	73,247
Grants Administrator	48,831	61,039	73,247
Planner I	48,831	61,039	73,247
<u>Records Division Manager</u>	48,831	61,039	73,247
Senior Help Desk Technician	48,831	61,039	73,247
Senior Human Resources Generalist	48,831	61,039	73,247
Senior Recreation Specialist	48,831	61,039	73,247
Supervisor Compost	48,831	61,039	73,247
Systems Technician	48,831	61,039	73,247
9			
Codes Enforcement Officer II	44,489	54,499	64,509
Fleet Mechanic II	44,489	54,499	64,509
Human Resources Generalist	44,489	54,499	64,509
Records Division Manager	44,489	54,499	64,509
Recreation Specialist	44,489	54,499	64,509
Revenue Technician II	44,489	54,499	64,509
Senior Administrative Assistant	44,489	54,499	64,509
Senior Customer Experience Representative	44,489	54,499	64,509
8			
Codes Enforcement Officer I	39,722	48,660	57,597
E-911 Telecommunicator	39,722	48,660	57,597
E-911 Terminal Agency Coordinator	39,722	48,660	57,597
Fleet Mechanic I	39,722	48,660	57,597
Help Desk Technician	39,722	48,660	57,597
Revenue Technician	39,722	48,660	57,597
Senior Evidence Technician	39,722	48,660	57,597
Senior Records Clerk	39,722	48,660	57,597
7			
Administrative Assistant	35,786	43,838	51,889
Customer Experience Representative	35,786	43,838	51,889
Evidence Technician	35,786	43,838	51,889
Permit Technician	35,786	43,838	51,889
Records Clerk	35,786	43,838	51,889
2			
Parking & Traffic Control Assistant	22,276	26,732	31,187

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Authorize the Acceptance of a Community Development Block Grant in the Amount of \$200,000 on behalf of Four Rivers Recovery Center - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

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

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

The Board of Commissioners approved the application for this grant with MO 2798 on October 10, 2023. There is no match required for this grant. This is the fourteenth year the City has received this award.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the acceptance of the Community Development Block Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - acceptance cdbg-four rivers Behavioral Health CenterPoint Recovery Center 2024
2. Draft_PON2_112_2400001737_1_Paducah CenterPoint 23-044

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER ACCEPTING A 2024 COMMUNITY DEVELOPMENT
BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE
DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS
BEHAVIORAL HEALTH'S CENTERPOINT RECOVERY CENTER AND
AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT
AWARD DOCUMENTS

WHEREAS, the City of Paducah applied for a FY2024 Community Development Grant through the Department for Local Government, adopted by Municipal Order No. 2798, on October 10, 2023, on behalf of the Four Rivers Recovery Center; and

WHEREAS, The Department for Local Government has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds for a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center (CenterPoint Recovery Center). Funds are designated for various program areas, including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Services. There is no match required for this grant. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

SECTION 2. That the City of Paducah hereby authorizes and directs the Mayor to execute the Grant Agreement with the Department for Local Government, Residential Anti-Displacement and Relocation Assistance Plan, KCDBG Procurement Code, and Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center and all required grant award documents.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 13, 2024

Recorded by Lindsay Parish, City Clerk, February 13, 2024

\\mo\grants\acceptance cdbg-four rivers Behavioral Health CenterPoint Recovery Center 2024



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 112 2400001737

Version: 1

Record Date:

Document Description: City of Paducah, CenterPoint Recovery Center 23-044

Cited Authority: KRS147A.002
Community Block Grant Program

Reason for Modification:

Issuer Contact:Name: Mark Williams
Phone: 502-892-3485
E-mail: MarkP.Williams@ky.gov**Vendor Name:**
CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652**Vendor Contact**Name: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV**Effective From:** 02/01/2024**Effective To:** 02/01/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		City of Paducah, CenterPoint Recovery Center 23-044	\$0.000000	\$200,000.00	\$200,000.00

Extended Description:

Location: City of Paducah, McCracken County, KY

Scope of Services:
Operating costs for the CenterPoint Recovery Center.

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT: \$200,000.00

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GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 23-044

Subrecipient: City of Paducah

Project Name: CenterPoint Recovery Center

Federal Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Community Development Block Grant/State's Program
(State-Administered Small Cities Program)

CFDA Number: 14.228

Award Year: 2023

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This Grant Agreement (GA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government (“the Commonwealth”) and the City of Paducah (“the Recipient/Contractor”) to establish an agreement for CenterPoint Recovery Center. The initial GA is effective from February 1, 2024, through February 1, 2026.

Location: City of Paducah, McCracken County, KY

Scope of Services:

Operating costs for the CenterPoint Recovery Center.

Pricing:

Community Development Block Grant – not to exceed: \$200,000.

Project costs: \$197,500

Administration Costs: \$2,500

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GRANT AGREEMENT

1. GENERAL PROVISIONS

A. Contents of Agreement

This Grant Agreement, hereinafter called the "Agreement," shall consist of the following documents which are incorporated by reference as if fully set out herein: (1) the Grant Agreement and all exhibits to which this Grant Agreement refers; (2) the Application, including the Statement of Assurances; (3) all State and Federal Law requirements to which the Application and this Agreement refer or apply; (4) the Kentucky Community Development Block Grant Handbook currently in effect, plus any advisories; (5) The Guide to National Objectives and Eligible Activities for State CDBG Programs; (6) any applicable administrative regulations; and (7) any amendments or modifications to any of the above referenced requirements.

B. General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

(1)"Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.

(2)"Application" means the Commonwealth Small Cities Community Development Block Grant (CDBG) Application, and such other submittals, as are specified in Exhibit A of this Grant Agreement.

(3)"CDBG" means a grant guided by Title I of the Housing and Community Development Act of

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1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

(4)"Commonwealth" when not used to designate the territory of the Commonwealth of Kentucky shall mean the Department for Local Government, its Commissioner, or any other person to whom the Commissioner has delegated authority to act with respect to matters covered by this Agreement.

(5)"Default" means any default set forth in Section 6-A to this Agreement.

(6)"Eligible Costs" means costs for the activities specified in Exhibit B of this Agreement for which grant funds are budgeted as specified in Exhibit C of this Agreement, provided that such costs (i) are incurred in connection with any activity which is eligible under Section 105A of Title I of the Act, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular Omni Circular (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of determining the conformity of costs to said Attachment B, all costs set forth in Section C thereof may be considered eligible without prior approval of the Commonwealth.

(7)"Environmental Conditions" means the condition imposed by law, particularly 24 CFR Part 58, and the provisions of the Agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.

(8)"Environmental Requirements" means the requirements described in 24 CFR Part 58.

(9)"Environmental Studies" means all eligible activities necessary to produce an "environmental document", as that term is defined at Section 1508.10 of 40 CFR Part 1508, or to comply with the requirements of 24 CFR Part 58.

(10)"Grant Funds" means those funds to be provided by the Commonwealth to Recipient pursuant to the terms of this Agreement, as specified in Exhibit A of this Agreement.

(11)"HUD" means the United States Department of Housing and Urban Development.

(12)"Participating Party" means any person, entity, firm, corporation or funding source identified as such in Exhibit A and/or B to this Agreement.

(13)"Program Income" means the CDBG portion of: (i) any income earned by Recipient, or an agent or agency of Recipient, from the disposition of real or personal property acquired in whole

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or in part with grant funds; (ii) the repayment proceeds (including principal and interest) of any loan made in whole or part with grant funds; (iii) any other revenues defined as program income in 24 CFR Part 570, Subpart J. The "CDBG portion" means an amount computed by applying the percentage of participation of CDBG funds (i) in the acquisition cost of the property to the total income from the disposition of such property, (ii) in the amount of the loan to the total repayment proceeds of such loan, or, (iii) in the cost of an activity to the total income from such activity.

(14)"Project" means the activities described in the Application and in Exhibits B and C of this Agreement, which are to be carried out to meet the objectives of the CDBG Program.

(15)"Recipient" means the local governmental entity receiving grant funds pursuant to this Agreement, as more particularly identified on the cover page of this Agreement, as well as "contractor" as defined in KRS 45A.030.

(16)"Recipient Activities" means those activities of the Project to be carried out by the Recipient, its agent or agency, which activities are described in Exhibit B of this Agreement and further defined in the Application.

(17)"Subrecipient" means governmental or private nonprofit organizations chosen by the Recipient to undertake certain eligible CDBG activities identified as such in Exhibit A and/or B to this Agreement.

2. AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

A. Grant Assistance Provided

In consideration of the various obligations undertaken by the Recipient pursuant to this Agreement, as represented by the Recipient in the Application, the Commonwealth agrees, subject to the terms and conditions set forth herein, to provide the Recipient with grant funds in the amount specified in Exhibit A of this Agreement.

B. Authorized Uses of Grant Funds

The grant funds provided to the Recipient pursuant to this Agreement shall be used only for the specific purposes described in Exhibit B of this Agreement and in the amounts budgeted in Exhibit C of this Agreement, subject to the project amendments provisions of the Commonwealth CDBG program.

C. Adjustments to Grant Funds

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(1)The amount of grant funds which the Commonwealth has agreed to provide to the Recipient under this Agreement has been determined by the Commonwealth in reliance upon the cost estimates of the Recipient with respect to the activities set forth in the Application. The Commonwealth reserves the right to reduce the grant amount (i) to conform to any revision to which the Recipient and the Commonwealth may agree with respect to Exhibits B or C of this Agreement, (ii) if the actual costs for activities are lower than those set forth in Exhibits B or C of this Agreement, or (iii) if the investment by Participating Parties is less than the amount specified in Exhibits B, C or D.

(2)The parties understand that funding pursuant to this Agreement may be discontinued by the General Assembly in subsequent budgets.

D. Recipient's Use of Program Income

(1)“All Program Income shall be retained by the local governmental Recipient, unless specifically directed otherwise by the Department for Local Government.”

(2) All Program Income which is received by the Recipient, prior to completion of all Recipient Activities shall be used prior to, and in place of, any draw of grant funds to the extent adequate to pay costs so incurred.

(3)Unless otherwise specifically stated in Exhibit B of this Agreement, all Program Income received by the Recipient, after completion of all Recipient Activities shall be used by the Recipient, for community or economic development activities eligible for assistance under Title I of the Act as specified in the Guide to National Objectives and Eligible Activities for State CDBG Programs.

3. DISBURSEMENT OF GRANT FUNDS

A. Authorization

(1)Promptly after the Commonwealth has received from the Recipient two (2) fully executed copies of this Agreement and has approved evidentiary materials required by Exhibit D of this Agreement that would allow a draw of grant funds pursuant to the terms of Exhibits B and C of this Agreement, the Commonwealth shall authorize the amount of grant funds specified in Exhibit A of this Agreement.

(2)The Recipient is authorized to draw grant funds only in accordance with the provisions of this Agreement and the procedures established by the Commonwealth. No payment by the

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Commonwealth of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of the Commonwealth to challenge the validity of said draw, to enforce all rights and remedies set forth in the Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Agreement.

(3)The disposition of any grant funds that remain available following completion of the Project, termination of this Agreement by the Commonwealth, or termination of the Project for any cause, shall be in accordance with closeout procedures then in effect or established by the Commonwealth including provisions of OMB Omni Circular and the Recipient shall not have any rights to such grant funds.

B. Incurring Costs for Project Activities

(1)The use of grant funds is conditioned upon the Recipient incurring costs to be paid in accordance with this Agreement or as otherwise approved by the Commonwealth in writing. Except as permitted by 24 CFR Part 58, no costs to be paid out of project funds may be incurred by the Recipient until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Commonwealth has issued the environmental clearance required by 24 CFR Part 58.

(2) The authorization to incur costs in subsection (1) above is not an authorization to reimburse those costs and does not mean or imply that such costs will be reimbursed out of grant funds. The Recipient may voluntarily, at his or her own risk, and upon his or her own credit and expense, incur costs as authorized in subsection (1) above, but his or her authority to reimburse or to be reimbursed out of grant funds shall be governed by the provisions of this Agreement applicable to the payment of costs and the release of funds by the Commonwealth.

(3)Prior to the issuance by the Commonwealth of the environmental releases required by 24 CFR Part 58, the Recipient may not use any funds, including local funds, to take any action with respect to the Project where such action might have an adverse environmental effect, would limit choices among competing alternatives, or might alter the environmental premises on which the pending clearance is based in such a fashion that the validity of the conclusions to be reached would be affected.

C. Authorization by the Commonwealth for the Recipient to Draw Grant Funds

Recipient's draw of grant funds can occur only after the following has occurred:

(1)The Commonwealth has issued the environmental clearance required by 24 CFR Part 58,

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(2)The Commonwealth has approved the required evidentiary materials specified in Exhibit D of the Agreement,

(3)The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the Recipient's ability to draw grant funds,

(4)Recipient shall have submitted all certifications and materials required as conditions precedent to Recipient's authority to pay costs out of grant funds,

(5)If authorized by Exhibit D herein and if the Commonwealth finds Recipient has timely and acceptably submitted the evidentiary materials in Exhibit D herein, approved same, and if no default has occurred, as defined in Section 6-A herein, and

(6)Recipient has not been served by the Commonwealth with notice of Recipient's suspension of authority to so draw the grant funds nor is in breach of its obligation to report a default.

4. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

A. Recipient's Representations and Warranties

The Recipient has, by and through consultations among all appropriate members of the Recipient's governing body and its officers, examined each of the following and by its execution of this Agreement the Recipient does, upon information and belief, represent and warrant to the Commonwealth that:

(1)The Recipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.

(2)A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient.

(3)There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the

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Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement.

(4)The representations, statements, and other matters contained in the Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Commonwealth) which would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact, which should have been, and has not been, reported in the Application as material information.

(5)The Recipient has obtained or has reasonable assurances that it will obtain all Federal, State and local government approvals and reviews required by law to be obtained by the Recipient for the Project.

(6)Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

(7)Except for approved eligible administrative and personnel costs, none of the recipient's designees, agents, members, officers, employees, consultants or members of its governing body in which the program is situated, and no other public official of the recipients of such locality or localities who exercises or who has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the project or in any activity, or benefit there from, which is part of this project at anytime during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Department for Local Government and the Department for Local Government has approved such exception.

(8)Anti-Lobbying – The recipient certifies that;

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any

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person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(9)Conflicts of Interest - The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4); KRS 99.350(8); KRS 61.252(1); KRS 65.003; and the local community ethics code. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 24 CFR Part 85, 24 CFR 570.489(h), A-110, KRS 45A.340, KRS 61.210, KRS 61.220 and KRS 61.250 et. seq.

B. Obligation to Complete Recipient Activities as Scheduled

(1)The Recipient shall use its best efforts to assure the completion of the Recipient Activities described in Exhibit B of the Agreement and further defined in the Application.

(2)The Recipient agrees that the foregoing undertaking and assurance means that Recipient shall, to the maximum extent permitted by law, use and apply all of its governmental and proprietary powers for such completion, including but not limited to those powers governing taxes, other revenues, credit, eminent domain and appropriations, if necessary, for the purpose of providing any shortfall between funds available under the grant and funds necessary to complete all of the Recipient Activities described in Exhibit B of this Agreement.

C. Commonwealth Approval of Amendments

The Commonwealth will consider program amendments initiated by the Recipient or by the Commonwealth. The Commonwealth defines a program amendment as a request for change in an approved program which (i) is a new activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. Any amendments will be made in accordance with

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the procedures set forth in the Kentucky Community Development Block Grant Handbook established by the Commonwealth.

D. Notification and Action upon Default

(1)The Recipient shall promptly give written notice to the Commonwealth upon the discovery by the Recipient of any default involving any Participating Party or Subrecipient, as defined in Section 6-A of this Agreement.

(2)Promptly, upon the discovery of any default involving any Participating Party or Subrecipient, the Recipient shall vigorously pursue, to the fullest extent possible, all remedies available to Recipient to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for any grant funds expended on the Project, and to prevent or mitigate any adverse effects on the Project. Recipient shall keep the Commonwealth fully informed as to the status of such actions.

5. INSPECTION AND REVIEW

A. Duty to Maintain and Rights to Inspect and Copy, Books, Records and Documents

(1)The Recipient shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the CDBG Program, and as may be reasonably necessary to reflect and fully disclose the amount and disposition of the grant funds, the total cost of the activities paid for in whole or in part with grant funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources.

(2)All such books, records and other documents shall be available at the office of the Recipient for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Commonwealth, HUD, the General Accounting Office and the Inspector General of the United States.

B. Site Visits

Any duly authorized representative of the Commonwealth or HUD shall, at all reasonable times, have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from this grant.

C. Reports

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The Recipient shall promptly furnish to the Commonwealth all reports required to be filed in accordance with any directives of the Commonwealth or any statute, rule or regulation of HUD.

6. DEFAULTS AND REMEDIES

A. Defaults

A default shall consist of any use of grant funds for any purpose other than as authorized in Exhibits B and C of this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Recipient made in the Agreement; (ii) the Recipient made in any agreement entered into between the Recipient and any Participating Party or Subrecipient, relating to the Project; (iii) any Participating Party or Subrecipient, made in any agreement specified in Exhibit D of this Agreement, or; (iv) of the time frame specified in Exhibit B of the Agreement.

B. Remedies Upon Default

(1) Upon occurrence of any default as described in Section 6-A, the Commonwealth may suspend the Recipient's authority to draw grant funds at any time by notice to the Recipient. If a default is not cured within thirty (30) consecutive days from notice of such default by the Commonwealth to the Recipient, the Commonwealth may continue such suspension or by delivery of notice terminate this Agreement. In the event of a termination, the Recipient's authority to draw funds shall have terminated at the date of the notice of termination and the Recipient shall have no right, title or interest in or to any grant funds remaining.

(2) In addition to any other rights or remedies, if a default consists of the Recipient's failure to submit the evidentiary materials described in Exhibit D of this Agreement or in other official written notification, the Commonwealth shall have the right to terminate this Agreement and the award of grant funds to which this Agreement relates by delivery of written notice to the Recipient. Upon such termination, all obligations of the Commonwealth pursuant to this Agreement and such award shall cease and the Recipient shall neither have nor retain any rights whatsoever with respect to the grant funds provided under this Agreement.

(3) The rights and remedies of the Commonwealth shall be deemed to be cumulative and shall be in addition to all those rights afforded the Commonwealth by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

(4) The rights and remedies available to the Commonwealth in the event of a suspension or termination of the Agreement shall survive such suspension or termination.

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7. EVIDENTIARY MATERIALS

A. Commitments of Participating Parties and Subrecipients

(1) In selecting the Recipient for the award of this grant, the Commonwealth has relied, in material part, upon the representations of the Recipient and Participating Parties or Subrecipients, that the Recipient and the Participating Parties or Subrecipients (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to the completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project.

(2) Evidentiary materials submitted by the Recipient as Exhibit D which have been submitted to and approved by the Commonwealth shall not be amended in any material respect without prior written approval of the Commonwealth.

B. Form of Documentary Evidence

All documentary evidence of commitments submitted to the Commonwealth for approval shall be in the form of either (i) a duplicate original, or (ii) a photographic copy of the fully executed original, of the documents.

8. MISCELLANEOUS

A. Notice

(1) All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.

(2) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by first class, registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

(a) Communications to the Commonwealth shall be mailed to: Office of Federal Grants, Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601.

(b) Communications to the Recipient shall be addressed to the Recipient, at the address set forth in Exhibit A of this Agreement, or such other address or representative as may be furnished by the Recipient to the Commonwealth.

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B. Assignment

No right, benefit, or advantage inuring to the Recipient under this Agreement and no burden imposed on the Recipient hereunder may be assigned without the prior written approval of the Commonwealth. An authorization by the Commonwealth for the transfer of grant funds by Recipient to a Participating Party or Subrecipient, shall not be deemed an authorization for an assignment, and such Participating Party or Subrecipient shall not succeed to any rights, benefits or advantages of the Recipient hereunder.

C. Successors Bounds

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Recipient's successors.

D. Remedies Not Impaired

No delay or omission of the Commonwealth in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein.

E. Cumulative Remedies

All rights and remedies of the Commonwealth under this Agreement shall be cumulative.

F. Severability

If any article, subsection, clause or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

G. Entire Agreement

This Agreement constitutes the entire agreement between the Commonwealth and the Recipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant. Notwithstanding the provisions of Section 1-A of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

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H. Table of Contents; Titles and Headings

Any table of contents and the headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

I. Amendment of this Agreement

This Agreement, or any part hereof, may be amended as previously described in Section 4-C from time to time hereafter only in writing executed by the Commonwealth and the Recipient.

J. Governing Law

This Agreement as it may affect the rights, remedies, duties, and obligations of the Commonwealth shall be governed by and construed in accordance with Federal and State law. Insofar as Federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

K. Waiver by the Commonwealth

The Commonwealth reserves and shall have the exclusive right to waive, at the sole discretion of the Commonwealth, and to the extent permitted by law, any requirement or provision under this Agreement. No act by or on behalf of the Commonwealth shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Commonwealth, and expressly stated to constitute such waiver.

L. Termination of Agreement

This Agreement shall terminate upon the completion of all closeout procedures respecting this grant including provisions of the Single Audit Act, OMB Omni Circular and the final settlement and conclusion between Recipient and the Commonwealth of all issues arising out of this grant. Either party may cancel the contract upon written notice in accordance with Section 9 below. This notice, if tendered by the Commonwealth, may also include the notice to cure provided for in Section 6 B. (1). Upon termination of the agreement pursuant to this provision, the Recipient shall have no right to grant funds remaining to be disbursed. This provision shall in no way impair and shall be in addition to any additional remedies the Commonwealth may have upon a finding of default or other non-compliance according to the terms of this Agreement. Upon termination of this Agreement by either party with or without cause, the Commonwealth may declare this Agreement void from the beginning without further obligation to the recipient. Further, if the Agreement is terminated by the recipient with or without cause or by the

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Commonwealth with cause, the Commonwealth may recover all funds paid to the recipient hereunder.

M. Enforceability

Recipient agrees that if the Recipient or one of its subrecipients/contractors fails to comply with all applicable federal and state requirements governing the use of CDBG funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit or other investigation. Recipient shall further agree it will repay funds determined to be misspent by any 3rd party officials such as HUD, Inspectors General, auditors and law enforcement agencies. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

N. Anti-Speculation Provisions-Sale of Real Property

(1)When, in Exhibit D of this Agreement, a document is required to contain a provision for the prevention or discouragement of speculation in the purchase and sale of property by a beneficiary of grant funds, then, unless otherwise specified, such provision shall comply with this Section.

(2)The document shall prohibit the beneficiary of grant funds from selling or otherwise disposing of the property within a period specified in Exhibit D of this Agreement after the date of the purchase, for an amount in excess of the purchase price paid, plus the actual costs of any improvements to the property by the beneficiary. The prohibition against sale shall have the same force and effect as a lis pendens, and shall specify that in the event of any attempted sale in violation of the provision; the Recipient shall be entitled to the ex-parte issuance of an injunction restraining such sale. The document shall be executed and authenticated in such manner and form as may be required under State law to authorize its recordation at the place of recordation of deeds, as if a lis pendens and the document shall be so recorded.

(3)The document may, in conjunction with the foregoing or in lieu thereof, describe a procedure where under, in the event of any sale of the property within the period specified in Exhibit D of the Agreement, the amount of grant funds which benefited the beneficiary shall be repaid by the beneficiary to the Recipient. Such procedure may include a pro-rata reduction of the amount to be repaid, based upon the time elapsing between the date of the initial purchase of the property and its disposition by the beneficiary. The document must either specify the amount of the grant funds which benefited the beneficiary, or set forth a formula or agreed method for determining such amount. The document shall be executed and authenticated in such manner and form as may be required to authorize its recordation, as if a lis pendens and the document shall be so recorded.

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Memorandum of Agreement Standard Terms and Conditions
Revised January 2023

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Commonwealth of Kentucky:

_____ Signature	Commissioner, Department for Local Government _____ Title
Dennis Keene _____ Printed Name	_____ Date

City of Paducah

_____ Signature	Mayor _____ Title
George Bray _____ Printed Name	_____ Date

Approved as to form and legality:

_____ Signature	General Counsel Department for Local Government _____ Title
Matthew Stephens _____ Printed Name	_____ Date
_____ Signature	Counsel, City of Paducah _____ Title
_____ Printed Name	_____ Date

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Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Amend the Robert Cherry Civic Center Schedule of Fees - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: November 14, 2023, the Board of Commissioners approved a Municipal Order to set new rental rates for the Robert Cherry Civic Center.

Request to approve a rate for rentals with multiple consecutive days rented at \$500 per day for each additional consecutive day, and be added to the rental rates set for the Robert Cherry Civic Center as follows:

Reservation Rates	Fee
Weekday Reservations (Monday – Thursday)	
Full Day Rentals	\$750/day
Half Day Rental (up to 5 hours)	\$500/day
Weekend Rentals (Friday – Sunday)	\$1200/day
Holiday Rentals	\$1500/day
Refundable Damage Deposit	\$500
<u>2nd Consecutive Day+</u>	<u>\$500/day</u>

Non-Profit Organizations are eligible for a 20% discount on reservation fees and must provide proof of non-profit status when making the reservation.

Individuals are eligible for a 20% discount on reservation fees and must qualify based on criteria set by operational policy.

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

Attachments:

1. MO Robert Cherry Civic Center Schedule of Fees Update 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE RENTAL RATES FOR THE
ROBERT CHERRY CIVIC CENTER, PURSUANT TO CHAPTER 70-32,
PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE
CITY OF PADUCAH TO INCLUDE FEES FOR SECOND CONSECUTIVE
DAY RENTALS

WHEREAS, the City of Paducah adopted Municipal Order #2829 setting new rental rates for the Robert Cherry Civic Center; and

WHEREAS, the Board of Commissioners now desires to amend said Municipal Order to include multiple consecutive days rentals at \$500 per day for each additional consecutive day.

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

SECTION 1. That the City Commission hereby sets the following schedule of fees, for the Robert Cherry Civic Center, located in the City of Paducah, pursuant to the Code of Ordinances of the City of Paducah, Kentucky, Chapter 70-32(c), Parks and Recreation.

<u>Reservation Rates</u>	<u>Fee</u>
Weekday Reservations (Monday – Thursday)	
Full Day Rentals	\$750/day
Half Day Rental (up to 5 hours)	\$500/day
Weekend Rentals (Friday – Sunday)	\$1200/day
Holiday Rentals	\$1500/day
Refundable Damage Deposit	\$500
<u>2nd Consecutive Day</u>	<u>\$500/day</u>

Non-Profit Organizations are eligible for a 20% discount on reservation fees and must provide proof of non-profit status when making the reservation.

Individuals are eligible for a 20% discount on reservation fees and must qualify based on criteria set by operational policy.

SECTION 2. All resolutions, orders, or parts thereof in conflict with the provisions of this Municipal Order are hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 13, 2024
Recorded by Lindsay Parish, City Clerk, February 13, 2024
\\mo\Robert Cherry Civic Center Updated Schedule of Fees Update 2

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Update the City Investment Policy - **J. PERKINS**

Category: Municipal Order

Staff Work By: Jonathan Perkins, Audra Kyle
Presentation By: Jonathan Perkins, Audra Kyle

Background Information: A Municipal Order adopting a revised investment policy for the City of Paducah, Kentucky pursuant to KRS Chapter 66.

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: Recommend that the Board of Commissioners adopt the revised Investment Policy

Attachments:

1. MO investment policy revised 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING A REVISED INVESTMENT POLICY FOR THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO KRS CHAPTER 66.480

WHEREAS, during the 1994 regular session, the Kentucky General Assembly enacted Senate Bill 199 which amended KRS 66.480, regulating the investment policy to govern the investment of its funds; and

WHEREAS, this legislation requires every local government to adopt this written investment policy by January 1, 1995; and

WHEREAS, by Municipal Order No. 699 the City of Paducah adopted its first investment policy on December 27, 1994; and

WHEREAS, on January 9, 2001, the City of Paducah adopted by Municipal Order No. 867 a revised investment policy due to Kentucky Revised Statutes amendments; and

WHEREAS, on February 13, 2007, the City of Paducah adopted by Municipal Order No. 1265 a revised investment policy for the City to qualify for the Government Finance Officers Association's Distinguished Budget Presentation Award; and

WHEREAS, after review by staff it has been determined that revisions are necessary for the policy to reflect amendments to Kentucky Revised Statutes.

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

SECTION 1. The City of Paducah hereby adopts a revised City of Paducah Investment policy pursuant to the provisions of KRS 66.480. A copy of this policy is attached hereto and incorporated by reference as if fully set out herein.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 13, 2024
Recorded by Lindsay Parish, City Clerk, February 13, 2024
\\mo\\investment policy revised 2024

EXHIBIT 'A'

CITY OF PADUCAH, KY INVESTMENT POLICY

GENERAL POLICY:

It is the policy of the City of Paducah to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

SCOPE:

This investment policy applies to all financial assets of the City of Paducah. These funds are accounted for in the City of Paducah's Annual Comprehensive Financial Report (ACFR) and include all those funds outlined in Paducah's Administrative Policy FIN-20.

Authority to Invest:

Management responsibility for the City's investment program is delegated to the Finance Director. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, and unanticipated changes in financial markets or imprudent actions by officers and employees. The Finance Director shall maintain all records related to the entity's investment program.

Prudent Person Rule:

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investment Objectives:

The primary objectives, in priority order, of the City of Paducah's investment activities shall be:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Paducah shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- **Liquidity:** The City of Paducah's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- **Return on Investments:** The City of Paducah's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

Conflicts of Interest:

Government officials and employees of the City of Paducah involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investment or loans in excess of \$250,000 in or with any entity that the City of Paducah has declared as a depository or regularly conducts investment business with shall be filed with the City Clerk.

Authorized Financial Dealers and Institutions:

The Finance Director shall maintain a list of financial institutions authorized to provide investment services to the City of Paducah. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Kentucky.

All financial institutions and broker/dealers who desire to provide investment services to the City of Paducah shall supply the Finance Director with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the Finance Director or the Mayor and City Commission, including the following information:

- Audited financial statements.
- Regulatory reports on financial condition.
- Written memorandum of Agreement for the deposit of public funds or trading resolution, as appropriate.

- Proof of National Association of Security Dealers certification and proof of state registration.
- Any additional information considered necessary to allow the Finance Director to evaluate the creditworthiness of the institution.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City of Paducah invests.

Authorized & Suitable Investments:

Consistent with the GFOA Policy Statement and Kentucky laws and city policies concerning investment practices, the investments as defined by KRS 66.480, are allowed.

- U.S. government obligations and instrumentalities including obligations subject to repurchase, if delivery of these obligations is taken directly or through an authorized custodian. KRS 66.480(1)(a).
- U.S. Treasury and other U.S. government obligations that carry the full faith and credit guarantee of the United States for the payment of principal and interest. KRS 66.480(1)(b).
- Federal Agency or U.S. government-sponsored enterprises (GSE) obligations, participations or other instruments. KRS 66.480(1)(c).
- CDs issued by or other interest-bearing accounts of any bank or saving and loan institution having a physical presence in Kentucky and that are insured by the Federal Deposit Insurance Corporation or similar entity or that are collateralized by any obligations, including surety bonds, permitted by KRS 41.240. KRS 66.480(1)(d).
- Bonds or certificates of indebtedness of this state and of its agencies and instrumentalities. KRS 66.480(1)(h).
- Investment-grade obligations of state or local governments or instrumentality thereof rated one of three highest categories by a competent rating agency. KRS 66.480(1)(i).
- Shares of mutual funds and exchange traded funds as identified by KRS 66.480(1)(j).
- Individual equity securities if the funds are managed by a professional investment manager regulated by a federal regulatory agency and are included within the S&P 500 pursuant to KRS 66.480(1)(k).
- Individual high-quality corporate bonds managed by a professional investment manager pursuant to KRS 66.480(1)(l).

Collateralization:

Where allowed or required by Kentucky law full collateralization will be required on all demand deposits, including checking accounts and negotiable (as authorized by respective state statutes) and non-negotiable certificates of deposits. Acceptable collateral for bank deposits and repurchase agreements shall include only:

- Obligations of the U.S. Government, its agencies and Government Sponsored Enterprises (GSEs), including mortgage-backed securities; or
- Obligations of any state, city, county or authority rated at least AA by two nationally recognized statistical rating organizations.

Safekeeping and Custody:

All security transactions, including collateral for repurchase agreements, entered into by the City of Paducah shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated safekeeping receipt.

Diversification of Investments:

The City of Paducah recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs.

Diversification of the City of Paducah investment portfolio by institution, type of investment instrument, and term to maturity is the primary method to minimize investment risk.

Maximum Maturities:

To the extent possible, the City of Paducah will attempt to match its investment with anticipated cash flow requirements. Unless matched to a specific cash flow need, the City of Paducah's funds should not, in general, be invested in securities maturing more than five years from the date of purchase.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

Internal Control:

In connection with the audit of City funds conducted by an independent certified public accountant, the auditor shall review the City of Paducah's investment program, including internal controls and procedures, and the results of the review, including recommended changes, may be included in the City of Paducah's annual management advisory review letter.

Performance Standards:

The city's investment management portfolio shall be designed with the levels of risk appropriate to conform to performance benchmarks while meeting cash flow demands and comply with state law.

Reporting:

The Finance Director or his designee is charged with the responsibility of preparing a quarterly market report on investment activity. This report shall include:

- Name of financial institution from which the investment was purchased or in which assets are deposited.
- Type of investment.
- Certificate or other reference number, if applicable.
- Percentage yield on an annualized basis.
- Purchase date, purchase price, and maturity date.

The Finance Director and his designees, before entering their duties as outlined in this policy, shall execute a bond, with a good corporate surety, and general liability insurance coverage, with limits no less than the City's general liability policy limits. The cost of the bonds and insurance required under this section shall be borne by the City.

Investment Policy Adoption:

City of Paducah's investment policy shall be adopted by municipal order of the City of Paducah's Mayor and Commission and shall become effective on the date set forth in the order. The policy shall be reviewed annually and revised, as appropriate. Any amendments to this policy must be made by order of the Board of Commissioners.

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (AFCR): The official annual report for the City of Paducah. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BID: The price offered for securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure payment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A Certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at a lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U. S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase -- reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state-the so-called legal list. In other states, the trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest-bearing discount security issued by the U. S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U. S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U. S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in

purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

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UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Approve the EPAD Program Financing Agreement and Notice of Assessment for the Blockware Mining, Inc. PACE Financing - **L. PARISH & CHRISTOPHER JONES**

Category: Municipal Order

Staff Work By: Lindsay Parish, Jonathan Perkins, Daron Jordan, Christopher Jones

Presentation By: Christopher Jones, Lindsay Parish

Background Information: In May 2023, the City Commission approved Ordinance 2023-05-8774 to establish an Energy Project Assessment District ("EPAD") spanning the City's jurisdictional boundaries. EPADs are a tool that allow commercial property owners to repay private loans for energy efficiency, renewable energy, and water conservation measures through a voluntary assessment administered by the City of Paducah in the same manner as a property tax bill. The program allows property owners to secure more favorable financing terms than traditional financing mechanisms. The City also designated Christopher Jones with Energize Kentucky as the Program Administrator for Paducah.

In November, the City was notified that Blockware Mining, Inc. was the first property owner to submit an application to utilize the EPAD for a project completed at 5657 Commerce Drive. Since the project has already been completed, the PACE loan is used for refinancing purposes and can only be used to pay down existing debt that funded the PACE-eligible improvements. Blockware submitted a formal program application, which has been reviewed by the City and the Program Administrator. The application met all the eligibility requirements for the EPAD program under State Law and Local Ordinance. The lender has agreed to make a loan for the project for a term of 30 years. In order to allow Blockware to move forward with the PACE financing, the City must approve an EPAD Program Financing Agreement with Blockware Mining and the PACE Lender. The City must also approve the Notice of Assessment and List of PACE Assessments. Energize Kentucky will act as Administrator on behalf of the City. There is no cost to the City for this program. All administration costs will be passed along to the property owner.

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

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute an EPAD Financing Agreement with Blockware Mining, LLC and the PACE Lender, the Notice of Assessment, and all other document necessary to effectuate the PACE Financing.

Attachments:

1. MO EPAD PACE Financing Blockware Mining 5657 Commerce Drive
2. Stonehill - 5657 Commerce Dr (Paducah KY) - EPAD Program Financing Agreement(19038389.4)
3. Stonehill - 5657 Commerce Dr (Paducah) - City of Paducah Approval of Final List of Assessments(19038391.2)

4. Stonehill - 5657 Commerce Dr (Paducah) - Notice of Assessment(19038390.3)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN ENERGY PROJECT
ASSESSMENT DISTRICT (EPAD) PROGRAM FINANCING AGREEMENT,
NOTICE OF ASSESSMENT, AND FINAL ENERGY PROJECT NOTICE OF
ASSESSMENT FOR THE BLOCK MINING, INC. PACE FINANCING
PROJECT AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
RELATED TO SAME

WHEREAS, pursuant to KRS Sections 65.205 – 65.209, the City of Paducah created an Energy Project Assessment District (“EPAD”) and authorized the establishment of an EPAD Program by Ordinance No. 2023-05-8774; and

WHEREAS, the Board designated the entire jurisdictional boundaries of the City as an EPAD; and

WHEREAS, Block Mining, Inc., (“Property Owner”) owns property located at 5657 Commerce Drive (“Property”); and

WHEREAS the Property Owner has implemented an energy efficiency, water conservation, and/or renewable energy improvement project on the Property; and

WHEREAS, the Property Owner has applied for inclusion in the EPAD Program and meets all of the eligibility requirements and has obtained prior written consent from all persons or entities, if any, that currently hold mortgage liens on the Property to subordinate their liens to the PACE Agreement; and

WHEREAS, SPH Paducah, LLC, (“Lender”) has agreed to make a loan to Property Owner in the amount of Six Million Seven Hundred Thousand Six Hundred Forty-Seven Dollars and Sixteen Cents (\$6,700,647.16) (“Loan”); and

WHEREAS, the City of Paducah now wishes to approve the Property Owner’s Application for inclusion in the EPAD Program and authorize the execution of all documents related to same.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the EPAD Program Financing Agreement between the City of Paducah, Block Mining, Inc. and SPH Paducah, LLC, as attached hereto and made part hereof (Exhibit 1).

SECTION 2. That the Board of Commissioners hereby authorizes the Mayor to execute the Notice of Assessment and Approval of Final Energy Project Notice of Assessment and all documents related to same as attached hereto and made part hereof (Exhibits 2 & 3).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 13, 2024
Recorded by Lindsay Parish, City Clerk, February 13, 2024
mo/EPAD PACE Financing Blockware Mining 5657 Commerce Drive

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Accept recommendation from the Sports Tourism Commission, approve the design of Stuart Nelson Park Road, and authorize the architect to advertise a request for bids as specified in the ILA- **D. JORDAN & A. CLARK**

Category: Municipal Order

Staff Work By: Amie
Clark
Presentation By: Daron
Jordan, Amie Clark

Background Information: On January 23, the Board of Commissioners approved 95% design and authorized release for Request for Bids for the Paducah Sports Park Project.

Additionally, construction of Stuart Nelson Park Road to improve and accommodate traffic flow in and out of the new Sports Park. Design of the improved road has been accepted by the Sports Tourism Commission. The Sports Tourism Commission is requesting acceptance and approval of their recommendation to proceed with design and release for Request for Bids for the Stuart Nelson Park Rd construction project, as agreed to by the City, Fiscal Court, and Sports Tourism Commission in the Interlocal Agreement.

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

If yes, please list the Commission Priority: Outdoor Sports Complex; Facility Improvements

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. MO Request For Bids - Stuart Nelson Park Road 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE PROPOSED CONSTRUCTION DESIGN OF STUART NELSON PARK ROAD AS RECOMMENDED BY THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION AND IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE PADUCAH MCCRACKEN COUNTY ATHLETIC COMPLEX AND AUTHORIZING PFGW ARCHITECTS TO ADVERTISE THE REQUEST FOR BIDS

WHEREAS, On January 23, 2024, by Municipal Order 2847, the Board of Commissioners approved 95% design and authorized the release for Request for Bids for the Paducah Sports Park Project; and

WHEREAS, the Sports Tourism Commission is requesting acceptance and approval of their recommended Design for the Stuart Nelson Park Road construction project, and authorization to release the request for bids in accordance with the Interlocal Agreement for The development and operation of the Paducah McCracken County Athletic Complex.

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

SECTION 1. That the City Commission hereby approves the proposed construction design of Stuart Nelson Park Road as recommended by the McCracken County Sports Tourism Commission and in accordance with the Interlocal Agreement for the Development and Operation of the Paducah McCracken County Athletic Complex. Further, PFGW Architects are hereby authorized to advertise the request for bids for the construction of Stuart Nelson Park Road.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 13, 2024
Recorded by Lindsay Parish, City Clerk, February 13, 2024
MO\request For Bids – Stuart Nelson Park Road 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ALLOCATING \$500,000 AS A PLEDGE FOR THE
STABILIZATION OF THE COLUMBIA THEATER FAÇADE AS LOCAL
MATCHING FUNDS FOR THE COLUMBIA ART HOUSE

WHEREAS, the Columbia Theater was built in 1927 as a vaudeville theater in
downtown Paducah; and

WHEREAS, the Columbia Theater has fallen into disrepair and is in need of
funding to stabilize the building façade; and

WHEREAS, the Columbia Art House, Inc. is working to find funding to stabilize
the façade which is estimated to cost approximately \$1.5 million; and

WHEREAS, the City of Paducah wishes to pledge matching funds in the amount
of \$500,000 toward the stabilization of the façade.

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

SECTION 1. That the City of Paducah hereby pledges \$500,000 for the
stabilization of the Columbia Theater façade. Said pledge shall be in the form of matching funds
and shall be contingent upon the Columbia Art House, Inc. successfully raising the remaining
funding necessary to stabilize the façade.

SECTION 2. Funding for this expenditure shall be held by the City and
earmarked for the Columbia Theater façade project until such time as the Columbia Art House,
Inc. is able to acquire funding to complete the façade restoration. This pledge shall have a sunset
date of June 30, 2026. If by that date, the Columbia Art House has not successfully acquired the
funding to complete the façade, this pledge shall become null and void.

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

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Adopt an Ordinance Creating a Natural Gas Franchise - **M. SMOLEN**

Category: Ordinance

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

Background Information: The Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of the Kentucky Revised Statutes authorize cities to require public utilities, including providers of natural gas, to operate under franchise agreements and to grant them the right to use public right-of-way upon certain terms. Construction, operation, maintenance, and utilization of a natural gas franchise over, across, or under public right-of-way benefits the utility company and its customers but can also cause gradual degradation of the City's streets and sidewalks.

This item creates a new chapter in the City's Code of Ordinances to enact a Natural Gas Franchise. The ordinance requires approved natural gas franchisees to make quarterly payments to the City of two percent (2%) of the franchisee's revenues. The ordinance also requires any franchisee to repair any damage that they cause to the right of way and restore the right-of-way to substantially its condition prior to the work beginning.

Upon passage of this ordinance, the City will advertise for bids for natural gas franchisees and bring back any franchise agreements for Board of Commissioners approval.

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 Natural Gas Franchise Creation

CITY OF PADUCAH
ORDINANCE NO. _____

**AN ORDINANCE CREATING A NATURAL GAS
FRANCHISE**

WHEREAS, the Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of the Kentucky Revised Statutes authorize municipal corporations to require public utilities, including providers of natural gas within their boundaries, to operate under franchise agreements and to grant utilities the right to use public right-of-way on such terms and conditions as are deemed reasonable and necessary; and further KRS 82.082 authorizes the City to exercise any and all powers within its boundaries that are not in conflict with the Kentucky Constitution or state statutes; and

WHEREAS, the Board of Commissioners of the City of Paducah, Kentucky, has found and determined that the construction, operation, maintenance and utilization of a natural gas franchise over, across or under public right-of-way in the City of Paducah, benefits said utility and the customers it serves and the Board has further found and determined that the construction, installation, removal, maintenance and/or repair of utility-owned facilities and other infrastructures does periodic and unavoidable disturbance that gradually results in the degradation of the City's streets and sidewalks, for which the City is entitled to reasonable compensation in order to offset and recover the costs of reconstructing, removing, repairing or resurfacing damaged public right-of-way; and,

WHEREAS, in order to protect the health, safety and welfare of the citizens of Paducah, Kentucky, to protect and preserve the City's public right-of-way and infrastructure and to provide for the orderly administration of the franchise contemplated herein, it is necessary and appropriate to require the successful franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth hereinbelow.

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

SECTION A. Chapter 24 “Natural Gas” of the *Code of Ordinances of the City of Paducah, Kentucky* is hereby created as follows:

Secs. 24-1. - Short title.

This article shall be known and may be cited as the “Paducah Natural Gas Franchising Ordinance of 2023.”

Sec. 24-2. – Purpose.

The purpose and intent of this article is to:

- 1) Establish a local policy concerning natural gas providers and services;

- 2) Secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way; and
- 3) Ensure that the City can continue to fairly and responsibly protect the public health, safety and welfare.

Sec. 24-3. – Definitions.

As used in this Ordinance, the following words and phrases shall have the following meanings:

(A) “Commission” refers to and is the Kentucky Public Service Commission, the state utility regulatory Commission having jurisdiction over the rates, services and operations of Grantee within the State of Kentucky or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.

(B) “Board of Commissioners” means the Board of Commissioners of the City of Paducah.

(C) “City” refers to and is the City of Paducah, McCracken County, Kentucky, and includes such territory as currently is or may in the future be included within the boundaries of the City of Paducah.

(D) “Force Majeure” shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.

(E) “Franchise” shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this Ordinance.

(F) “Grantee” shall mean a legal entity that is granted a Franchise by the Grantor.

(G) “Grantor” shall mean the City of Paducah, Kentucky.

(H) “Public Right-of-Way” shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor’s geographical limits or boundaries established by applicable law.

(I) “Revenues” refer to and are those amounts of money which the Grantee receives from its customers within the Grantor’s geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, nonsufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.
retail sale of gas.

(J) “System” shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Sec. 24-4. – Grant of Franchise.

(A) There is hereby created a non-exclusive Franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Ordinance. The Franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The Franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar Franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a Franchise for a System within the geographical boundaries or limits of Grantor similar to the one herein granted to the incumbent Grantee, the terms of any such Franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, any such new/additional grantee shall have no right to use any portion of the System without the incumbent Grantee's written consent.

Sec. 24-5. – Term, Effective Date, and Acceptance of Franchise.

(A) The term of this Franchise shall be for a term of twenty (20) years.

(B) The Franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of any previous perpetual Franchise agreement are superseded by the terms and conditions hereof.

(D) On the expiration of a Franchise granted pursuant to this Ordinance, in the event the same is not renewed, or on the termination of any renewal of said Franchise, or on termination of said Franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the System. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Sec. 24-12(B).

Sec. 24-6. – Grantee's Rights in and to Public Right-of-Way.

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a System through, along, across and under the Public Right-of-Way within the geographical boundaries or limits of the Grantor as it now exists

or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Ordinance.

Sec. 24-7. – Operation of System; Excavation of Public Right-of-Way:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Sec. 24-8. – Degradation/Restoration of Public Right-of-Way.

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the System from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the System facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such System facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) System facilities that are located on private property at the time relocation is requested or demanded; (ii) System facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) System facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) When it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such

communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Sec. 24-9. – Compensation for Use of Public Right-of-Way and Consideration for Franchise.

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the Franchise, a sum equal to two percent (2%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a Franchise fee, in an amount that is sufficient to recover the portion of the Franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The Franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The Franchise fee herein contemplated shall be uniformly and equally applied to all natural gas utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying Franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of Franchise fee being paid to the City.

Sec. 24-10. – Service To New Areas.

If during the term of any Franchise granted pursuant to this Ordinance, the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the Franchise fee provisions hereof effective on the first day

of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any Franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Sec. 24-11. – Breach of Franchise; Remedies.

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the Franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's City Clerk, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee. (C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Sec. 24-12. – ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Sec. 24-12(D), Grantee may remove all or any part of its System upon the expiration or termination of the Franchise and rights granted hereby.

(C) Grantee may transfer or assign the Franchise created by this Ordinance to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this Ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this Ordinance, which shall remain in full force and effect.

(E) Any Franchise subject to this Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control. When this Ordinance becomes effective, all previous agreements of Grantor granting Franchises for gas delivery purposes that were held by Grantee shall be automatically canceled and annulled and shall be of no further force and effect.

Sec. 24-13. – Advertising for Bids.

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

Sec. 24-14. – Bid Process.

(A) Bids and proposals for the purchase and acquisition of the franchise hereby created shall be in writing and shall be delivered to the City Manager or his/her designee upon the date(s) and at the time(s) fixed by the City Manager in said advertisement(s) for receiving same. An opening time for each bid shall be stated in any advertisement and invitation for bids. The time set for opening of bids shall be established by a clock in the office of the City Clerk. It is the bidder's responsibility to ensure the bidder's bid is in the office before the time set for bid openings. At the set time, the City Clerk shall declare bids to be closed. All bids shall be opened publicly and read aloud when the structure of the invitation for bids permits. The City Manager or his/her designee shall with reasonable promptness prepare a tabulation of all bids received and make the documents available to the public upon reasonable request.

(B) Immediately after bids are opened, the City Manager or his/her designee shall review all bids for compliance with specifications, terms and conditions. If, in the judgment of the City Manager or designee, a portion of a bid is uncertain or unclear, the bidder shall be required to clarify all such portions which are in question. Any clarification of this nature shall be sent to the City Manager's office in written form.

(C) The City Manager reserves the right to reject any and all bids, and to waive technicalities and minor irregularities in bids. Grounds for the rejection include, but are not limited to:

- 1) Failure of a bid to conform to established requirements of an invitation for bids;

- 2) Failure to conform to specifications contained in or referred to in any invitation for bids, unless the invitation authorized submission of alternative bids, and the alternative proposal meets the requirements specified in the invitation for bids;
- 3) Failure to conform to a delivery schedule established in an invitation for bids;
- 4) Determination that a bid was submitted by a bidder determined to be not responsible;
- 5) Failure to furnish a bid guarantee when a guarantee is required by an invitation for bids; or
- 6) Imposition of conditions which would modify the terms and conditions of the invitation for bids, or which would limit the bidder's liability to the City under terms of the contract awarded, on the basis of such invitation for bids.

(D) Thereafter, the City Manager shall report and submit to the Mayor and Board of Commissioners, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval.

(E) The Board of Commissioners reserves the right, for and on behalf of the City, to reject any and all bids for said franchise; and, in case the bids reported by the City Manager shall be rejected by the Board of Commissioners, it may direct said franchise and privilege to be again offered for sale, from time to time.

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 Board of Commissioners 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 Board of Commissioners 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. 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, _____, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

Ord\Natural Gas Franchise Creation

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2024

Short Title: Amend Paducah Code of Ordinances Chapter 108 Related to Telecommunications - **M. SMOLEN**

Category: Ordinance

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

Background Information: The City of Paducah Telecommunications Ordinance governs local policy as it relates to telecommunications providers and services. The ordinance establishes clear local guidelines, promotes competition in telecommunications services, and conserves the limited physical capacity of City rights-of-ways where telecommunication services implement their infrastructure. The ordinance was mostly recently updated on August 9, 2022. Staff is recommending changes to the Applications, Insurance and Bond, Compensation and Additional Requirements sections.

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: Adopt the Telecommunications Ordinance Update

Attachments:

1. TELECOMMUNICATIONS ORDINANCE AMEND 2024

ORDINANCE NO. 2024-____ - _____

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

WHEREAS, the City of Paducah adopted Ordinance No. 2022-08-8745 which repealed and replaced Chapter 108 “Telecommunications” of the Code of Ordinances of the City of Paducah, Kentucky; and

WHEREAS, the City now desires to amend said Ordinance to enact certain updates to the Ordinance; and

WHEREAS, the City of Paducah has determined that it is in the best interest of the City to amend Chapter 108 “Telecommunications” of the *Code of Ordinances of the City of Paducah, Kentucky*, which governs telecommunications franchises.

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

SECTION A. Chapter 108 “Telecommunications” of the *Code of Ordinances of the City of Paducah, Kentucky* is hereby amended as follows:

Secs. 108-1—108-25. - Reserved.

Sec. 108-26. - Short title.

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

Sec. 108-27. – Purpose.

The purpose and intent of this article is to:

- 1) Establish a local policy concerning telecommunications providers and services;
- 2) Establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of telecommunications providers and Telecommunications Services;
- 3) Promote competition in telecommunications;
- 4) Encourage the provision of advanced and competitive Telecommunications Services on the widest possible basis to the businesses, institutions and residents of the City;
- 5) Permit and manage reasonable access to the Rights-of-ways of the City for telecommunications purposes on a competitively neutral basis;
- 6) Conserve the limited physical capacity of the Rights-of-way held in public trust by the City;
- 7) Ensure that the City's current and ongoing costs of granting and regulating private access to and use of the Rights-of-way are fully paid by the Persons seeking such access and causing such costs;
- 8) Secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way;
- 9) Ensure that all telecommunications carriers providing Facilities or services within the City comply with the ordinances, rules and regulations of the City;
- 10) Ensure that the City can continue to fairly and responsibly protect the public health, safety and welfare;
- 11) Enable the City to discharge its public trust consistent with rapidly evolving Federal and State regulatory policies, industry competition and technological development.

Sec. 108-28. – Creation of Franchise.

There is hereby created a non-exclusive franchise granting to the Grantee thereof whose bid may be accepted the right to construct, erect, operate, and maintain upon, through, along, under, and over the Rights-of-way of the City of Paducah, a Telecommunications System (or a related

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

Sec. 108-29. – Existing Legislation.

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

Sec. 108-30. – Definitions.

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

- (a) "Applicant" means a Person who is applying for a franchise.
- (b) "Application" shall refer to the list of documents and information set forth in Section 108-31 required from new entrants, including any written responses provided on City forms or written correspondence provided in response to City inquiries and investigations. Applications must comply with the requirements of this Ordinance in its entirety.
- (c) "Board of Commissioners" or "City Commission" means the Board of Commissioners of the City of Paducah.
- (d) "Cable Service" shall have the meaning in this Ordinance as it is defined in Section 602(6) of the Communications Act of 1934, as amended as it may be amended (hereinafter cited as 47 U.S.C. § 522(6)).
- (e) "Cable System" shall have the meaning in this Ordinance as it is defined in Section 602(7) of the Communications Act of 1934, as it may be amended (47 U.S.C. § 522(7)).
- (f) "City" means City of Paducah, Kentucky, its elected and appointed officials, employees, agents, boards, authorities, commissions, consultants, assigns, volunteers and successors in interest.
- (g) "Communications Act" means the Communications Act of 1934, as amended from time to time (47 U.S.C. § 151 et seq.).
- (h) "Customer" means a Person located within the territorial limits of the City who is legally receiving Telecommunications Service from the Grantee.
- (i) "Equipment and apparatus" means any manholes, underground conduits, ducts, nodes, electronic devices, Poles, Towers, Support structures, cables, boxes, wires, fixtures, conductors, or other Facilities necessary, essential, used or useful to and operated by the Telecommunications System.
- (j) "Facility" or "Facilities" means any tangible component of Grantee's Telecommunication System.
- (k) "FCC" means the Federal Communications Commission, or its lawful successor.
- (l) "Franchise Fee" means for the purposes of this Ordinance any fee that may be imposed by the City on Grantee as compensation for Grantee's use of Rights-of-way. Use of this definition in this Ordinance is without prejudice to any rights Grantee or the City may have under Federal and Kentucky law as they may be amended.
- (m) "Grantee" means a Person to which a franchise under this Ordinance is granted by the Board of Commissioners, or its successors and assigns.
- (n) "Gross Revenues" means after adjustment for the net write-off of uncollectible accounts, any and all revenues derived by Franchisee within the City of Paducah from Franchisee's Telecommunications System, including, but not limited to: revenues from the sale of and use of Telecommunications Services originating or terminating in the City of Paducah; revenues charged to or attributable to a circuit location in the City of Paducah, regardless of where the circuit is billed or paid; revenues from the use, rental, or lease of Franchisee's operating Facilities within the City of Paducah, revenues from the provision of any and all products, services, or charges (including installation, maintenance and service charges) and revenues

from any leases or Indefeasible Right of Use interests ("IRU") of any portion of Franchisee's Telecommunications System within the City of Paducah. "IRU" or "Indefeasible Right of Use" means any form of acquired capital interest in Franchisee's Telecommunications System in which the holder possesses a right to use the Telecommunications System but not the right to control, maintain, construct or revise the Telecommunications System.

- (o) "Material Alteration" means an alternation that palpably or perceptively varies or changes the form, shape, elements, or specifications of a Facility in such a manner as to appreciably affect or influence its function, use, or appearance.
- (p) "Minimum Annual Franchise Fee" means six thousand dollars (\$6,000.00) in the first year of the Grantee's franchise and shall increase by one thousand dollars (\$1,000.00) annually.
- (q) "PSC" means the Kentucky Public Service Commission or its lawful successor.
- (r) "Person" is any person, firm, partnership, association, corporation, company, governmental entity (with the exception of the City) or organization of any kind. The City shall not be included the definition of Person.
- (s) "Pole" means a utility, lighting, or similar Pole made of wood, concrete, metal, or other material, located or to be located within the Rights-of-way. The term does not include a Tower or Support structure.
- (t) "Road" or "Street" or "Rights-of-way" shall mean the surface of and the space above and below any public road, street, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the City for the purpose of public travel and shall include other rights-of-way as shall be now held or hereafter held by the City which shall, within their proper use and meaning entitle the City and its Grantees to the use thereof for the purposes of installing or transmitting Telecommunication System transmissions over Poles, Towers, or Support structures, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Telecommunication System.
- (u) "Shall" or "shall" is mandatory, not merely directive.
- (v) "Small wireless facilities" are Wireless facilities that meet each of the following conditions:
 - (1) The Facilities are mounted on Poles, Towers, or Support structures fifty-five (55) feet or less in height including their antennas;
 - (2) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume;
 - (3) All other Wireless equipment associated with the structure, including the Wireless equipment associated with the antenna and any associated equipment on the structure, including collations, is no more than fifteen (15) cubic feet in volume, cumulatively. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services;
 - (4) The Facilities do not require antenna structure registration under federal law;
 - (5) The Facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards provided in federal law; and
 - (6) Small wireless facilities do not include Poles, Towers, or Support structures.
- (w) "Support structure" means a structure in the Rights-of-way other than a Pole or a Tower to which a Wireless facility is attached at the time of the application for an Installation permit
- (x) "Telecommunications Service" means any service provided for consideration for the purpose of provision, transmission, conveyance, or routing of information including, but not limited to, voice, video, images data, or any other information signals without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself and whether or not the transmission medium is wireline. As used in this definition, the word "video" does not pertain to Cable Service. By way of example, and not limitation, Telecommunications Service includes, but is not limited to the following:
 - 1. telecommunications service (as defined by 47 USC §153(53) (as such term is now, or may in the future be, defined under federal law);
 - 2. telephone exchange service (as defined by 47 USC §153(54) (as such term is now, or may in the future be, defined under federal law);
 - 3. exchange access (as defined by 47 USC §153 (20) (as such term is now, or may in the future be, defined under federal law);
 - 4. mobile service (as defined by 47 USC §153(33) (as such term is now, or may in the future be, defined under federal law);

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

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

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

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

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

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

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

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

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

Sec. 108-31. Applications.

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

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

(c) All questions regarding the meaning or intent of the Ordinance or Application documents shall be submitted to the City in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the City as having received the Application documents. The City reserves the right to make extensions of time for receiving Applications as it deems necessary. Only replies to questions by written addenda will be binding. All Applications must contain an acknowledgment of receipt of all addenda.

(d) Applications must be submitted at the time and place indicated in the Application documents. Applications may be modified at any time prior to the opening of the Applications, provided that any modifications must be duly executed in the manner that the Applicant's Application must be executed.

(e) Before submitting its Application, each Applicant must (i) examine the Ordinance and the Application documents thoroughly, (ii) familiarize itself with local conditions that may in any manner affect performance under this Ordinance, and (iii) familiarize itself with federal, state and local laws, Ordinances, rules and regulations affecting performance under the franchise.

(f) The City may make such investigations as it deems necessary to determine the ability of the Applicant to perform under the franchise, and the Applicant shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Application if the evidence submitted by, or investigation of, such Applicant fails to satisfy the City that such Applicant is properly qualified to carry out the obligations of the franchise and to complete the work contemplated therein. Conditional Applications will not be accepted.

(g) All Applications received by the City from the Applicants will become the sole property of the City. Applicants shall submit all requested information as provided by the terms of this Ordinance. The following information must be complete and verified as true by the Applicant:

1. *Name and address of Applicant.* The Applicant's name, address, e-mail address and telephone and facsimile numbers; date of Application and signature of Applicant or appropriate corporate officer(s); the name, address and e-mail address, and telephone and facsimile numbers of a local representative who shall be available at all times; and information regarding how to contact the local representative in an emergency.
2. *Description of proposed Telecommunications System.* A description of the Applicant's proposed Telecommunications System design.
3. *Services.* A statement setting forth a description of all the types of Telecommunications Services proposed.
4. *Applicant organization.* The Applicant shall be a corporation or limited liability company authorized to do business in the Commonwealth of Kentucky, as certified by the Secretary of State. Applicant must fully disclose the ownership of the Facilities to be used in rendering the Telecommunications Service.
5. *Technical description.* Applicant shall provide a technical description of the type of Telecommunication System proposed by the Applicant and Applicant's plan for the installation of the Telecommunications System. Telecommunications System designs are to be submitted in bullet format detailing equipment start point, routes and end point location accompanied by network routing maps(s) and shall include a .~~The following information shall be included:~~
 - ~~(a) If the Applicant is proposing an underground installation in existing ducts or conduits within the Rights of way, information in sufficient detail to identify the location of the existing ducts or conduits to be occupied.~~
 - ~~(b) If Applicant is proposing an underground installation within new ducts or conduits to be constructed within the Rights of way, the location, depth, size and quantity of proposed new ducts or conduits;~~
 - ~~(c) A preliminary installation schedule and completion date.~~
6. *Engineering statement.* A statement from the Applicant's senior technical staff member, or consultant, advising that the Applicant's planned Telecommunications System and operations thereof would meet all the requirements set forth herein.
7. *Additional requirements.*
 - (a) Supplementary, additional or other information that the Applicant deems reasonable for consideration may be submitted at the same time as its Application but must be separately bound. The City may, at its discretion, consider such additional information as part of the Application.
 - (b) A copy of the Applicant's certificate of authority from the PSC where the Applicant is lawfully required to have such certificate from the PSC.
 - (c) A copy of all insurance policies or certificates required under this Ordinance.
 - (d) A statement signed by the Applicant that the Applicant agrees to be bound by all provisions of this Ordinance and its franchise and agrees to obtain all applicable permits and authorizations prior to constructing, installing, or operating a Telecommunications System in the Rights-of-way.
 - (e) A statement signed by the Applicant that the Applicant is registered as a member of Kentucky 811 (commonly referred to as "Call Before You Dig") and Applicant that agrees to contact Kentucky 811 before performing any excavation in the City.
- (h) The information provided by Applicant shall be certified as true and correct and Applicant shall be responsible to certify to the City any material changes to the information provided in the completed Application during the term of any franchise.
- (i) The City reserves the right to require such supplementary, additional or other information that it deems reasonably necessary for its determinations.
- (j) The City reserves the right to waive all formalities and/ or technicalities where the best interest of the City may be served.

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

Sec. 108-32. - Rights Under Franchise.

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

Sec. 108-33. – Standards.

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

- (a) All working Facilities and conditions used during construction, installation and maintenance of Facilities (including clearance of wires and cables above the Rights-of-way and placement of any underground facilities) shall comply with the standards of the Occupational Safety and Health Administration, the National Electric Safety Code, and the National Electric Code.
- (b) All materials and Equipment and apparatus used or installed in construction shall be of first-class quality, and any defect in the work, materials or Equipment and apparatus, whether latent or patent, will be remedied by the Grantee at its cost;
- (c) Construction, reconstruction, maintenance, or removal of any Facilities shall be performed with due regard for the rights of the City and others, and shall not unnecessarily interfere with, or in any way injure the property of the City or others under, on, or above the ground, or otherwise unduly interfere with the public use of the Rights-of-way;
- (d) Placement of lights, danger signals or warning signs shall be undertaken by the Grantee in compliance with applicable law;
- (e) Facilities shall be installed underground at any location where all other utilities' Facilities that are used to provide customer service are then being installed underground, or when otherwise required under the Ordinances, and shall be in conformance with the applicable requirements of this Ordinance and those set forth in the Code, the Zoning Ordinance, or any other applicable local law or regulation. The Grantee assumes all responsibility for

damage or injury resulting from its placement or maintenance of any above-ground Facilities;

- (f) With respect to any Facilities and Equipment and apparatus of Grantee that are or have been installed aboveground in the Rights-of-way, Grantee may be required subsequently, in order to protect public safety, to bury those facilities which are capable of being placed underground at its expense subject to the provisions of this Ordinance and/or City ordinances, rules and regulations. Once Grantee is permitted to install its Facilities aboveground, the City may require Grantee to bury its Facilities in conformance with City ordinances, rules or regulations only on the condition that all utilities in the Rights-of-way are also required to bury their Facilities. The Grantee may contract and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular Facility are borne fairly and proportionately by all utilities involved in the underground project.
- (g) Grantee shall identify all of its Facilities, new and existing, by tagging or marking its Facilities with the Grantee's name and telephone number. Additionally, Grantee shall provide the City annually with an electronic map (compatible with the City's GIS System) which contains the location of all of its Facilities;
- (h) The City, through its City Manager or his or her designee, or through such assistants as the City may employ or designate, may, at all times and under reasonable conditions with prior notice, have reasonable access to all or any of the property or used in part or in whole by the Grantee in its operating and maintaining the Telecommunications System under this Ordinance and located within the Rights-of-way;
- (i) The Grantee shall provide the City and/ or its Board of Commissioners with information pertaining to its provision of Telecommunications Services pursuant to this Ordinance upon reasonable request. This shall include, but is not necessarily limited to, attending public meeting(s) at which some or all of the Board of Commissioners members are in attendance (in order to provide such information upon reasonable advance notice) and providing an annual update to the Board of Commissioners upon its request;
- (j) Facilities of the Telecommunications System shall be concealed or enclosed as much as possible in a box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off Poles, Towers, or Support structure shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible. All such Equipment and apparatus, boxes, cabinets and units shall be painted and maintained to prevent any deterioration, degradation or rusting of such Equipment and apparatus, boxes, cabinets and units. Failure of Grantee to comply with this section, after a thirty (30) day right-to-cure period, shall constitute an event of default;
- (k) As soon as practical, but not later than five (5) days from the date Grantee receives notice thereof, Grantee shall remove all graffiti on any of its Telecommunications System, Facilities, Poles, Towers, or Support structures and related Equipment and apparatus located in the Rights-of-way. In the event Grantee does not remove the graffiti within the time period specified in this section or should the City deem any graffiti to be overtly offensive or obscene and reasonable discretion dictates its immediate removal, then the City may remove or cause the graffiti to be removed promptly at the reasonable cost and expense of Grantee. Grantee shall reimburse the City within thirty (30) days of billing by the City accompanied by an itemized statement of the City's reasonable costs. Any removal of graffiti effected by painting over the graffiti shall be done with the same color and type of paint as is on the Telecommunications System, Facilities, Poles, Towers, or Support structures or related Equipment and apparatus. The foregoing shall not relieve Grantee from complying with any City graffiti or visual blight ordinance or regulation.
- (l) If at any time the City or other agency or authority of competent jurisdiction determines that any work being done in the Rights-of-way by Grantee or its contractors presents a danger to the public health, safety or welfare, the City may require Grantee to cease and desist all work until Grantee and/or its contractors, at its or their own expense, take the necessary corrective action. Should the City have to correct any condition, the City shall bill the Grantee for the actual cost of such correction and the Grantee shall promptly reimburse the City for its actual costs. If the Grantee fails to promptly reimburse the City, the City may take whatever actions necessary to enforce this Ordinance or Grantee's Franchise awarded pursuant to this Ordinance, including revoking Grantee's Franchise.
- (m) Grantee shall not allow or install power generators or back-up generators in the Rights-of-way without the express written consent of the City.

- (n) In order to minimize Street cuts, excavation and additional Poles, Towers, or Support structures in the Rights-of-way, while preserving the rights of Grantee and other Grantees to provide Telecommunications Services or other services, prior to applying for an encroachment permit to construct or install, or perform work on, the Telecommunications System Facilities, Poles, Towers, or Support structures, or other Equipment and apparatus in the Rights-of-way, Grantee shall seek to use an existing Poles, Towers, Support structures, conduit, duct, conduit system or other Facility where available in the Rights-of-way. If there is an existing Pole, Tower, or Support structure or other arial option available for Grantee's use, the use of which will not require excavation of the Rights-of-way, the Grantee shall be required to utilize such Poles, Towers, or Support structures. The Grantee shall secure and place on file with the City Clerk an agreement with each utility within the City currently owning such Poles, Towers, Support structures, conduits, and/or other Facilities that are to be used by the Grantee. If an existing Poles, Towers, Support structures, conduit, duct, pipe or other Facilities are unavailable to accommodate the proposed installation or the conditions required by other Grantees owning the Poles, Towers, Support structures, conduit system, conduit, duct, pipe and/or other Facilities that Grantee seeks to use are commercially unreasonable, Grantee shall indicate the reason(s) as part of its encroachment permit and the City may consider the reasons given in its evaluation of issuance of the permit.
- (o) It is the policy of the City to encourage shared use of Poles, Towers, Support structures, conduit, conduit system, duct and or pipe by Grantees whenever practicable or feasible. Accordingly, Grantee shall make available and grant permission to other Grantees of the Rights-of-way the right to utilize Grantee's Poles, Towers, Support structures, conduit, conduit system, duct, and or pipe; provided, however, that such utilization, attachment or location is practicable or feasible and provided, the other Person enters Grantee's standard agreement, the terms and pricing provisions of which shall be in accordance with Federal and State laws and regulations.
- (p) The City may require Grantee to relocate its Telecommunications System, Facilities, Poles, Towers, Support structures and related Equipment and apparatus at the expense of Grantee: (i) in order to allow the City to make any public use of or improvements to the Rights-of-way; (ii) as made necessary due to a change in grade or other change in the Rights-of-way made by the City; (iii) as a result of traffic conditions or public safety or the widening or reconfiguring Streets, highways or lanes; (iv) as a result of the construction or installation of any public structure or public improvement by the City, the State or other public agency or district; or (v) in connection with any decision or action by the City to abandon or vacate Rights-of-way. Nothing in this Ordinance or the Franchise granted pursuant hereto shall abrogate the right of the City, or any governmental authority, to perform or carry out any public works or public improvements of any description, provided that the City shall comply with the provisions of the Telecommunications Act. The City shall not be liable for lost revenues sustained by Grantee, however caused, because of damage to, modification, alteration, or destruction of Grantee's Facilities in the Rights-of-way or from the construction, installation, operation, and/ or maintenance of City facilities, structures and/or the Rights-of-way.
1. The City shall provide thirty (30) days' prior written notice of the necessary relocation. Grantee shall have no more than ninety (90) days to complete the relocation.
 2. If Grantee fails to complete the work within the time allotted by the City, the City or other public agency or district may perform the work at the expense of Grantee.
 3. In the event Grantee refuses or neglects to alter or relocate its Telecommunications System, Facilities, Poles, Towers, Support structures or related Equipment and apparatus in a timely fashion, the City or other public agency shall have the right to break through, remove, alter or relocate such Facilities, Equipment and apparatus, Poles, Towers, or Support structures as necessary without any damages or liability owing to Grantee, and Grantee shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation. Grantee shall pay to the City, within thirty (30) days of billing accompanied by an itemized statement, the actual costs incurred by the City in connection with its relocation, removal and/or alteration of Grantee's Telecommunications System, Facilities, Poles, Towers, Support structures and/or related Equipment and apparatus.

4. In cases of emergency, the City shall notify Grantee promptly upon learning of the emergency and the City may take necessary action to remediate the emergency situation, exercising reasonable efforts to avoid an interruption of Grantee's service. In cases of emergency, the City may cut, remove, or relocate the Grantee's Telecommunications System, Facilities, Poles, Towers, Support structures, and related Equipment and apparatus immediately at Grantee's expense without notice to Grantee, provided that the City shall undertake efforts to notify Grantee as soon as practicable after any remediation is complete. Grantee shall bear all costs of reinstallation, repair or other costs arising out of the emergency cutting, removal or relocation. All costs incurred by the City in cutting, removing or relocating such Facilities, Poles, Towers, or Support structures, and Equipment and apparatus shall be paid by Grantee within thirty (30) days of billing accompanied by an itemized statement by the City.

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

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

Sec. 108-35. – Indemnification.

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

For purposes of this indemnity provision:

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

Sec. 108-36. – Insurance and Bond.

- (a) Insurance.
 - 1) The Grantee shall procure and maintain for the duration of the franchise the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by the Grantee:
 - i. Commercial General Liability Insurance as follows:

- a. Bodily Injury with limits of not less than \$5,000,000.00 per person and \$10,000,000.00 per occurrence
 - b. Property damage with limits of not less than \$5,000,000.00 per occurrence, \$10,000,000.00 in the aggregate
 - c. Products-Completed Operations coverage;
 - d. Personal and Advertising Injury coverage;
 - e. Explosion, collapse & underground coverage;
 - f. Grantee's Commercial General Liability insurance policy will list as additional insureds, "the City of Paducah, its elected and appointed officials, employees, volunteers and consultants for their vicarious liability from the negligent acts or omissions of Grantee.
 - g. Additionally, such insurance shall contain endorsement that Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be in excess of the Grantee's insurance and shall not contribute to it.
- ii. Comprehensive Automobile Liability Insurance providing limits of not less than \$3,000,000.00 per person/\$5,000,000.00 per occurrence for bodily injury, and property damage not less than \$3,000,000.00 per occurrence.
 - iii. Workers' Compensation Insurance as required by the Kentucky Revised Statutes and Employers Liability Coverage equal to \$1,000,000.00 with endorsement that insurer shall agree to waive all rights of subrogation against the City for losses arising from work performed by the Grantee for the City; and
- 2) The Grantee shall abide by all local, state, and federal insurance regulations.
 - 3) Insurance is to be placed with insurers qualified to do business in the Commonwealth of Kentucky;
 - 4) Grantee shall furnish the City with Certificates of Insurance reflecting the above coverages, and Grantee shall provide to the City the following:
 - i. Signed renewal Certificates for expiring policies; and
 - ii. New Certificates of Insurance if policies or carriers change during the term of this franchise, showing compliance with the above requirements.
 - 5) The City may review, audit, and inspect any and all of Grantee's relevant records and operations to ensure compliance with these Insurance requirements.
 - 6) Grantee shall adhere to and comply with all Federal, State and Local safety and environmental laws, regulations and Ordinances. The Grantee shall provide all safeguards, safety devices and protective Equipment and apparatus necessary to protect the life, health, safety and property of all persons on the job site, the public and the owner as required by applicable Federal, State and local law.
 - 7) The insurance required herein shall not be suspended, voided, canceled by the Grantee, reduced in coverage or in limits, except upon thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
 - 8) If Grantee fails to comply with any of these insurance, safety or loss control provisions within ten (10) business days after notice from the City, then the Grantee shall be in noncompliance which noncompliance shall constitute a default under this Ordinance. The City may elect, at its option, any single remedy or any combination of remedies, as available, including but not limited to, purchasing insurance and charging Grantee for any such insurance premiums purchased, or terminating the Grantee's franchise. The date of default shall relate back to the date of breach, without regard to the date on which notice of such breach is provided by the City.

(b) Performance Bond.

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

Telecommunications Service in the manner set forth in this Ordinance. ~~Any bond required by this Ordinance shall be AAA-rated.~~

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

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

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

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

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

- identify the statute or regulation exempting Transferee from the necessity to obtain approval;
- vii. An agreement signed by Transferee and Grantee stating that Transferee:
 - (a) has read this Ordinance, (b) will comply with all its terms and conditions, and (c) has accepted and assumed all obligations and liabilities arising under this Ordinance and/or franchise agreement.
- (g) Should Grantee attempt to affect a Transfer of its Franchise without fully complying with this Section, or should Transferee fail to comply with the requirements of this Section, such assignment or Transfer shall be invalid, unless ratified by the City. The Transferee shall be liable for all costs incurred by the City with regard to the Transfer of the Franchise, including attorneys' fees, and shall reimburse City within thirty (30) days of billing accompanied by an itemized statement.
- (h) Notwithstanding a Transfer of a Franchise to the Transferee, Grantee shall remain liable and obligated for any debts or obligations incurred to the City by Grantee prior to the date of the Transfer.

Sec. 108-39. – Duration of Franchise.

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

Sec. 108-40. – Penalties.

- (a) If, after the Grantee is provided the opportunity to appear and present evidence before the Board of Commissioners, the Board of Commissioners finds that the Grantee has violated any of the following provisions of this Ordinance, the following penalties shall be recoverable. The decision of the Board of Commissioners shall be the final administrative decision and shall be in writing and provide the basis for the decision. The decision may be appealed to a court of competent jurisdiction.
 - 1) For failure to complete or remove any construction project by no later than the ending term of any franchise awarded pursuant to this Ordinance or any extension thereof, the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues;
 - 2) For failure to provide data and reports requested by the City and as required by this Ordinance the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues.
 - 3) For failure to pay a permit fee or Franchise Fee when due pursuant to local law, the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues.
- (b) If the Grantee fails to comply within thirty (30) days of any Board of Commissioners resolution directing compliance with any other provisions of this Ordinance, the Grantee shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues. The decision of the Board of Commissioners may be appealed to a court of competent jurisdiction.
- (c) The Grantee shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of the City, upon any one or more occasions, to insist upon the Grantee's performance or to seek the Grantee's compliance with any one or more of such terms or conditions. Payment of penalties shall not excuse non-performance under this Ordinance. The right of the City to seek and collect penalties as set forth in this section is in addition to its right to terminate and cancel as set forth in Section 108-42 of this Ordinance.

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

The Grantee shall maintain its Telecommunication System in reasonable operating condition at all normal times during the term of its Franchise. An exception to this is automatically in effect

when Telecommunications Service furnished by the Grantee is interrupted, impaired or prevented by fires, strikes, riots or other occurrences beyond the control of the Grantee, or by storms, floods or other casualties, in any of which events the Grantee shall do all things reasonably within its power to restore normal Telecommunications Service within a reasonable period of time.

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

- (a) In addition to all other rights and powers pertaining to the City by virtue of this Ordinance or otherwise, the City, by and through its Board of Commissioners, reserves the right to terminate and cancel the franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:
 - 1) Willfully violates any provision of this Ordinance, the franchise or any material rule, order, or determination of the City made pursuant to the franchise, except where such violation is without fault or through excusable neglect or due to a force majeure act;
 - 2) Willfully attempts to evade any provision of this Ordinance or the franchise or practices any fraud or deceit upon the City;
 - 3) Fails to begin or complete construction as provided under this Ordinance or the franchise;
 - 4) Knowingly makes a material misrepresentation of any fact in the Application, proposal for renewal, or negotiation of the franchise; or
 - 5) In the event of entry of a final and non-appealable order by the PSC which revokes any authority of the Grantee to provide Telecommunications Service in the City of Paducah, Kentucky.
- (b) The City may make a written demand that the Grantee do or comply with any such provision, rule, order or determination. The Grantee will be provided the opportunity to appear and present evidence before the City Manager or his or her designee, whose decision shall be the final administrative decision, and shall be in writing and provide the basis for the decision. If the violation by the Grantee continues for a period of thirty (30) days following such a decision by the City Manager or his or her designee without written proof that the corrective action has been taken or is being actively and expeditiously pursued by the Grantee, the City may place its request for termination of the franchise as early as the next regular Board of Commissioners meeting agenda. The City shall cause to be served upon Grantee, at least ten (10) days prior to the date of such Board of Commissioners meeting, a written notice of intent to request such termination and the time and place of the meeting and shall publicly notice the same.
 - 1) It shall be a defense to any attempt to terminate and cancel the franchise that the Grantee was relying on federal law, state law, or a valid tariff in acting or not acting on the issue in dispute.
 - 2) The Board of Commissioners shall consider the request of the City and shall hear any Person interested therein, and shall determine in its discretion, whether or not any violation by the Grantee was with just cause.
 - 3) If such violation by the Grantee is found to have been with just cause, the Board of Commissioners shall direct the Grantee to comply therewith within such time and manner and upon such terms and conditions as are just and reasonable within the City's lawful authority.
 - 4) If the Board of Commissioners determines such violation by the Grantee was without just cause, then the Board of Commissioners may, by resolution, declare that the franchise of the Grantee shall be terminated and forfeited unless there is compliance by the Grantee within such reasonable period as the Board of Commissioners may fix. Any such determination by the Board of Commissioners is a final appealable action to a court of competent jurisdiction.

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

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

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

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

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

Sec. 108-45. – Advertising for Bids.

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

Sec. 108-46. – Bid Process.

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

- (d) The Board of Commissioners reserves the right, for and on behalf of the City, to reject any and all bids for said franchise; and, in case the bids reported by the City Manager shall be rejected by the Board of Commissioners, it may direct said franchise and privilege to be again offered for sale, from time to time.
- (e) Each bid made by a Person not already holding a franchise within the territorial limits of the City of Paducah sufficient to render the Telecommunications Service required by this Ordinance, shall be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to the lesser of five percent (5%) of the fair estimated cost of the Telecommunications System required to render the Telecommunications Service or One Hundred Thousand Dollars (\$100,000.00). Said check or cash shall be forfeited to the City in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to give a good and sufficient performance bond in favor of the City in accordance with Section 108-36.
- (f) Bids made by a Person not already holding a franchise within the territorial limits of the City of Paducah shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the Telecommunications System and compliance with all applicable state, federal and local statutes, ordinances and regulations.

Sec. 108-47. – Compensation.

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

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

Sec. 108-48. – Aesthetic standards.

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

- (a) All Facilities shall be located and designed so as to minimize visual impact on surrounding properties and from Rights-of-way.
- (b) All new or replacement Poles, Towers, or Support structures placed in the Rights-of-way shall be the same color, shape, material, and general height as those existing Poles, Towers or Support Structures adjacent to the location of the new or replacement Pole, Tower, or Support structure.
- (c) All coaxial, fiber-optic, or other cabling and wires shall be contained inside any new or replacement Tower, Pole, or Support structure. On existing Poles, Towers, or Support structures, or new wooden Poles, where it is impossible to place wiring inside the Pole, Tower or Support structure, all coaxial, fiber-optic, or other cabling and wires shall be flush-mounted and covered with a metal, plastic, or similar material matching the color of the Pole, Tower or Support structure. All coaxial, fiber-optic, or other cabling and wires shall be contained inside any new Tower, Support structure or Pole placed in the Rights-of-way.
- (d) No Tower shall be placed in the Rights-of-way within two hundred fifty (250) feet on the same street of an existing Tower. Replacing an existing Tower with a Tower, or a

lighted Pole with another lighted Pole housing Wireless facilities, in the same location shall not violate this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 108-49. – Additional Requirements.

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

- 1) The Telecommunications System shall, at all times, be installed operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial, and

industrial Customers. The Telecommunications System shall be designed installed, constructed, and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance, and operation of a Telecommunications System.

- 2) The Grantee shall have the right to disturb, break, and excavate in the Rights-of-way of the City as may be reasonable and necessary to provide the service authorized by the franchise subject to the provisions of this Ordinance and the provisions of the applicable City Code of Ordinances.
- 3) Grantee agrees to give prior notification to the City of any construction work by Grantee on or in any Rights-of-way that will necessarily involve the cutting of any blacktop or concrete on the Rights-of-way, or any other excavation or work in the Rights-of-way that is reasonably expected to interrupt the flow of traffic on the Rights-of-way. In the event a Street, sidewalk, curb or gutter is to be cut, the Grantee agrees to obtain the applicable permit from the City. Grantee's notice to the City shall include traffic control plans to be implemented during the construction work and specific traffic control devices to be utilized. Additionally, Grantee shall notify the City of the hours the construction will take place at least seven (7) days prior to beginning construction.

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

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

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

- 1) In the event Grantee enters upon any Rights-of-way for the purposes of constructing, erecting, installing, operating, maintaining, repairing and/or removing any part of its Telecommunication System, it shall promptly and diligently prosecute the work to completion at its sole expense and shall repave, cover, and restore all trenches and exposed areas as quickly as circumstances permit and shall leave all Rights-of-way in as good a condition as existed when Grantee entered upon them. Grantee agrees to perform such restoration work in compliance with all applicable City standards. Any repairs to Rights-of-way necessitated by reason of Grantee's failure to comply with City standards shall be performed by Grantee, at its expense, for a twelve (12) month period following the date Grantee completed the particular restoration work. However, notwithstanding the foregoing requirements, Grantee shall upon the request of the City and at its sole expense, repave all Street pavement located within an entire Street block if Grantee, its employees, contractors, or agents undertook an authorized excavation of Rights-of-way that has been repaved within two (2) years of the excavation where Grantee knew or should have known that it would need to excavate the pavement within two (2) years of the City notifying Grantee

of the Streets that will be repaved. The above provisions shall not apply to the extent the excavation was necessitated by an act of the City or by an act of God or by an act of a third party with whom Grantee is not in privity or contract or over whom Grantee has no control or, in order to fix or repair a potentially or actual dangerous condition or to accommodate a request for service by a new Customer. In the event Grantee is required to repave an entire Street block of pavement or Rights-of-way and the work by the Grantee is determined to be in compliance with the applicable City requirements, the City shall assume responsibility for the maintenance of the improved Rights-of-way. All restorations or repairs of Rights-of-way shall be performed in compliance with applicable City requirements and may be subject to inspection by the City at any time. In the event Grantee fails, refuses, or neglects to comply with the applicable City provisions, or to repair to restore the affected Rights-of-way, the City may undertake such repairs and the costs and expenses incurred by the City shall be paid to the City by the Grantee within ten (10) days from the date on which an itemized bill is submitted to the Grantee.

- 2) In the construction, installation, maintenance, repair, or removal of any of its Telecommunications System, or any part thereof, Grantee shall exercise due regard for the rights of the City, pedestrians, and motorists and shall not unreasonably or unnecessarily interfere with or injure City property or the private property of others. Grantee shall comply with all applicable laws with respect to signalization, placement of lights, danger signals, or warning signs. All work performed by Grantee shall be done in a workmanlike manner and shall not unnecessarily interfere with the public use of the Rights-of-way.
 - 3) Grantee shall, upon request by the City, remove, move, modify, relocate, reconstruct, or adjust any of its Telecommunications System located within the Rights-of-way, at its own expense, if the City, in its sole discretion, constructs, reconstructs, widens, alters, excavates, repairs, changes, or improves any Rights-of-way as part of any public improvement project and such work requested by the City shall be accomplished by Grantee within thirty (30) days after notice by the City; provided, however, if the work requested of Grantee cannot be reasonably completed within that time period, Grantee shall have such additional time to complete its work as may be mutually agreed upon between Grantee and the City.
 - 4) If the City requires the Grantee to adapt or conform its Telecommunications System or to in any way construct, reconstruct, remove, alter, relocate, adjust, or its Telecommunications System to enable any other Person, firm, corporation, entity, whether public or private, other than the City, to utilize Rights-of-way, Grantee shall be reimbursed for all costs incurred by the Grantee from the Person, firm, Grantee, corporation, or entity requesting or required by the City to perform such change, construction, removal, repair, maintenance, alteration, or relocation.
 - 5) In the event that the Grantee is a party to a Poles, Towers, or Support structures attachment agreement, and the owner of such Poles, Towers, or Support structures elects to replace its Poles, Towers, or Support structures, the Grantee shall be required to remove its Facilities and Equipment and apparatus from the affected Poles, Towers, or Support structures immediately. If the Grantee fails to remove its Facilities and Equipment and apparatus from the affected Poles, Towers, or Support structures within thirty (30) days of the Poles, Towers, or Support structures owner's removal of its own Facilities or Equipment and apparatus from the Poles, Towers, or Support structures the Grantee shall be assessed a fine of up to One Thousand Dollars (\$1,000.00) per day until such Facilities and Equipment and apparatus are removed or relocated.
- (c) Unless otherwise provided an extension by the Board of Commissioners, the Grantee must make Telecommunications Services available within the City of Paducah within ~~one hundred eighty (180)~~ three hundred and sixty-five (365) days from the date of the award of the franchise. This requirement shall not apply to a Grantee that does not provide, or has no intention of providing, any Telecommunications Services to the City of Paducah Customers.
- (d) The Grantee shall maintain accurate Telecommunications System design drawings, maps and improvement plans of the Telecommunications System, in a form acceptable to the City, in a manner consistent with industry construction standards. The Grantee shall furnish the City, without charge, with a complete set of "as-built" drawings within sixty

(60) days of completion of construction of the Telecommunications System. Such maps and improvement plans shall also be furnished to City in digital form and shall be provided pursuant to a lawful protective agreement.

- (e) The City shall have the right, during the term of any franchise granted pursuant to this Ordinance, to install and maintain, free of charge, upon the Poles, Towers, or Support structures owned by Grantee and located in the Streets, any wire or fiber optic cables, pole fixtures and antennas that do not unreasonably interfere with the Telecommunication System operations of Grantee.

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

If Grantee decides to discontinue use of Facilities within all or a portion of the Streets and does not intend to use those Facilities again in the future, the City may direct Grantee to remove the Facilities or may permit the Facilities to be left in place as abandoned, which permission shall not be unreasonably withheld or delayed. If Grantee is permitted to abandon its Facilities in place, upon written consent of the City, the ownership of Facilities in the City's Streets shall transfer to the City and Grantee shall have no further obligation therefor. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the street area or modify the Facility in order to protect the public health and safety or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as restoration of the Street, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

Sec. 108-51. – Governing Law.

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

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

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

Sec. 108-53. – Agent.

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

Sec. 108-54. – Third Parties.

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

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

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

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

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
Published by *The Paducah Sun*, _____
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