



**CITY COMMISSION MEETING
AGENDA FOR APRIL 21, 2025
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

DELETIONS

NEW EMPLOYEE INTRODUCTION Gregory Shelton, Assistant Director of Parks - A. CLARK

NEW EMPLOYEE INTRODUCTION Laura Cowles, Development Liaison - L. PARISH

PROCLAMATION Mental Health Month - Ashley Walters, Behavioral Health Operations Manager at Mercy Health

PROCLAMATION National Tennis Month - Sarah House

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 April 8, 2025
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve a Staffing Agreement with TempsPlus, Inc. for Temporary, Seasonal, and Temp-to-Hire Employees - S. WILCOX
	E.	Authorize the Mayor to execute a contract with TESCO Solutions in the amount of \$122,754 for the rewiring of data cabling in City Hall - E. STUBER
	F.	Authorize the City Manager to release a Request for Proposals for new lighting at Dolly McNutt Plaza - A. CLARK

		G.	Authorize the City Manager to release a Request for Proposals for Custodial Services in City Parks Facilities - A. CLARK
		H.	Approve Payment for Emergency Purchase to Protect the Julian Carroll Convention and Expo Center during the 2025 Flood - G. GUEBERT
		I.	Authorize the City Manager to release a Request for Proposals for Recruitment Services for the Executive Director Position for Hotel Metropolitan - H. REASONS
	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Amend the FY25 City Budget to Increase Revenues and Expenditures for the Community Development Block Grant Fund by \$200,000 - H. REASONS
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Adopt an Ordinance Creating a Training Incentive Program for City Officials - L. PARISH & M. SMOLEN
		B.	Amend Chapter 118 Vegetation of the Code of Ordinances - L. PARISH
	IV.	<u>DISCUSSION</u>	
		A.	FY26 Budget Discussion - J. PERKINS & A. KYLE
		B.	Activating the Paducah Tax Increment Financing District (TIF) - J. PERKINS
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

April 8, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, April 8, 2025, 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 City Clerk, Lindsay Parish, the following the following answered to their names: Commissioners Henderson, Smith, Thomas, and Mayor Bray (4). Commissioner Wilson was unable to attend the meeting.

INVOCATION

Commissioner Thomas led the Invocation.

PLEDGE OF ALLEGIANCE

The Mayor led the pledge.

PROCLAMATION

Mayor Bray presented a Proclamation to 911 Manager Ariana Kitty and several members of the Paducah-McCracken 911 Service proclaiming April 13 through 19 as National Public Telecommunicators Week.

PUBLIC COMMENTS

The following made comments concerning the recent flooding in the County:

- Myron Scott
- Casey Heilig
- Shannon Santollo

MAYOR'S REMARKS -

Mayor Bray urged everyone that uses commercial airlines (even if it's just once a year) to take the survey by Barkley Regional.

CONSENT AGENDA

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

I(A)	Approve Minutes for the March 25, 2025, Board of Commissioners meeting.
I(B)	Receive and File Documents: <i>Deed File:</i> Commissioner's Deed – 1801 Guthrie Avenue, 737 Goebel Avenue and 720 Joe Bryan Drive (Full Gospel Tabernacle location) - MO #3016

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	<u>Contract File:</u> 1. Memorandum of Understanding – Trails End Development, LLC – ORD 2025-03-8837 2. Release Agreement – Evrard Company, Inc. – Dog Park – MO #2833 <u>Financials:</u> 1. Barkley Regional Airport Authority Financial Statements for the years ended June 30, 2024 and 2023
I(C)	Appointment of Tab Brockman to the Brooks Stadium Commission, to replace Chris Cappock, who resigned. Said term shall expire December 31, 2027.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 729 SOUTH 13TH STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF SHELLIA KIRKENDOLL OF TEDDY BEAR DEVELOPMENT IN THE AMOUNT OF ONE DOLLAR (\$1) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME Mayor Bray requested that this item be removed for separate discussion.
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2025 KENTUCKY LEAGUE OF CITIES WORKERS COMPENSATION SAFETY GRANT IN THE AMOUNT OF \$3,000 TOWARD REIMBURSEMENT FOR PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME. (MO #3031; BK 14)

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

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

MUNICIPAL ORDERS

DECLARATION AND SALE OF SURPLUS PROPERTY LOCATED AT 729 SOUTH 13TH STREET

Commissioner Smith offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 729 SOUTH 13TH STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF SHELLIA KIRKENDOLL OF TEDDY BEAR DEVELOPMENT IN THE AMOUNT OF ONE DOLLAR (\$1) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME .”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray

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(4). (MO #3030; BK 14)

**APPROVE AN ADDENDUM TO THE DEVELOPMENT AGREEMENT WITH
C.I.R.CO. FOR 318 BROADWAY**

Commissioner Thomas offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled: A MUNICIPAL ORDER APROVING AN ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, C.I.R.CO PROPERTIES, LLC, AND 314 CONDOMINIUMS ASSOCIATION CORPORATION FOR THE PROPERTY LOCATED AT 324 BROADWAY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray
(4). (MO #3032; BK 14)

ORDINANCE ADOPTION

**AMEND CHAPTER 42 OF THE CODE OR ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This ordinance amendment updates procedures associated with code enforcement and nuisances in the City of Paducah in order to conform to amendments to the relevant statutes and regulations since Chapter 42 was last updated. Language is added to limit extensions provided to property owners to bring property up to Code and to permit Code Officials to request that violations be heard by the Code Enforcement Board. This ordinance amendment also updates filing and fees consistent with increased costs associated with administration and filing. This ordinance is amended to add a codified mechanism for the procurement of administrative search warrants which will enable code enforcement officials to enter upon and to conduct inspections of private premises within the City in order to ensure compliance with minimum fire, housing, and sanitation standards, while ensuring oversight of a detached magistrate, by requiring a sworn affidavit and application setting forth the basis therefore, the grounds for issuance, contents of the warrant, and execution thereof. Provisions are added to define “enclosed building,” in reference to vehicles and appliances, and to declare return of a junked vehicle or appliance following abatement or removal pursuant to ordinance to be a violation. The ordinance amendment adds a provision declaring illegal, dilapidated, or obsolete signs to be nuisances. The amendment adds language permitting the Battalion Chief to act in place of the Deputy Chief in charge of the Fire Prevention Division in event of the Deputy Chief’s absence. Finally, this amendment updates provisions related to residential rental occupancy permits, requiring annual inspection of rental premises, removing provisions for temporary permits, clarifying appeal rights as may be applicable under the KRS Chapter 227 or 815 KAR 10:060, and providing that a landlord’s failure to cooperate in rental inspections shall

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be cause for suspension, revocation or denial of rental occupancy permits.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4). **(ORD No. 2025-04-8841; BK 37)**

ORDINANCE INTRODUCTION

AMEND FY25 CITY BUDGET TO INCREASE REVENUES AND EXPENDITURES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$200,000

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled: AN ORDINANCE AMENDING ORDINANCE NO. 2024-06-8815, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025, as adopted by Ordinance No. 2024-06-8815, be amended by the following re-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$200,000

DISCUSSIONS

Budget Discussion – Personnel

As the Fiscal Year 2026 budget is being developed for implementation on July 1, budget topics are being discussed at various Commission Meetings. At the previous meeting, the Board discussed the Investment Fund. At this meeting, Finance Director Jonathan Perkins provided an overview of the budget required to maintain 288 full-time city personnel funded through the General Fund.

When reviewing the General Fund budget, the main operating fund for City services, approximately 66 percent of the projected fiscal year 2026 budget is for personnel. That amount includes salaries, benefits, health insurance, retirement costs, and overtime pay. The top two departments for personnel costs are the police and fire departments which together total 63 percent of the personnel budget.

In reviewing personnel costs over the past few years from the General Fund, the cost for fiscal year 2022 was \$27.3 million. The projected personnel budget for fiscal year 2026 is approximately \$34 million. The size of the workforce has remained fairly consistent with 283 full-time employees funded from the General Fund in fiscal year 2022 and 288 full-time employees for the current fiscal year. Personnel costs are averaging a 5 percent increase each fiscal year.

Southside Neighborhood Revitalization Housing Plan Presentation

Director of Planning Carol Gault and Planner I Palmer Stroup provided a preview of the Southside Neighborhood Revitalization Housing Plan which has been under development for the

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past few months. Revitalizing the Southside is a priority of the Paducah Board of Commissioners. This plan is an extension and expansion of the work that has been done since 2022 to revitalize the Southside. At that time, the Southside Steering Committee was created, and then in 2023, the Southside Incentive program was developed which offered home beautification microgrants and new construction and major rehabilitation grants.

The original programming area for the incentive program was 454 parcels in the Walter Jetton and Uppertown neighborhoods. Since 2023, one new home has been completed, three new homes are committed to be built, and six homes are under contract (four new construction and two major rehabs).

This newly developed Housing Plan outlines strategies and tools to stabilize and grow the housing conditions in the Southside. Due to the size of the Southside with its 3678 parcels, there will be phases of revitalization. The Phase I Program Area includes and expands the existing incentive area in the Walter Jetton and Uppertown Neighborhoods. It contains 1061 parcels which includes 405 vacant properties. It has 83 square city blocks which extend from Kentucky Avenue to Caldwell Street and from the train tracks to South 3rd Street.

The second Phase of the Housing plan will be adjacent to and south of Phase I. It contains 841 parcels which includes 253 vacant properties.

Program success will be measured by a reduction in the vacant surplus property, increased density of new homes and new businesses, and an interest in the Southside outside of the programming area.

To facilitate the revitalization of the Southside, incentives will continue to be offered and expanded with new construction and major rehabilitation incentives, homes repair microgrants, developer incentives, and home buyer incentives. The City is proud that Community Financial Services Bank (CFSB) is partnering in this program.

The next steps for the Southside Neighborhood Revitalization Housing Plan include requirements by the State (KRS 99.37) to formally adopt the plan. The next step will be a presentation at the April 14 Planning Commission Meeting and then a public hearing at a May meeting of the Planning Commission. The City Commission will take up an ordinance to adopt the plan in May.

Over the next three months, the community can expect to see various engagement and education efforts to partner with developers and to communicate with the neighborhoods.

REMARKS:

City Manager

- Reminded the public that the next meeting will be on April 21, 2025 NOT April 22, 2025.
- Commended employees for their efforts during the recent storms, floodgate installation, etc. He is very proud of the Team

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Mayor Bray

- Commented on the flooding situation. It doesn't look like the river will crest as high as predicted, but people are going to be displaced for a while.
- Mayor also commended city staff for their efforts in getting the floodgates installed.
- Commented that he plans to reach out to the McCracken Fiscal Court and to Emergency Management to review our response to the flooding situation to see where we can improve the next time something happens. Communication is key for a quick and proper response.

Commissioner Henderson

- He is excited about the information they received tonight regarding Southside revitalization.
- He wanted to comment on how well informed the Commission stayed during the weather. They were constantly receiving updates on storms, river stage, etc. from our emergency responders.

EXECUTIVE SESSION

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

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

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

RECONVENE

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

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

ADJOURN

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

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

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TIME ADJOURNED: 7:10 p.m.

ADOPTED: May 13, 2025

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

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RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Determination of Noncompetitive Negotiation – Emergency Procurement – April 4, 2025, HESCO bastions due to river elevation forecast
2. Determination of Noncompetitive Negotiation – Emergency Procurement – April 4, 2025, temporary pumps
3. Declaration of a Local State of Emergency – April 4, 2025 – flooding issues
4. Letter dated April 8, 2025 from Cabinet For Economic Development – Minimum Capital Investment and Activation – Tax Increment Financing (TIF)
5. Certificate of Liability Insurance – Digital Insurance LLC – Communications International, Inc.

Contract File:

1. Addendum to Development Agreement – C.I.R.CO Condominiums Association – MO #3032

Financials:

1. Sprocket – March 26, 2025

CITY OF PADUCAH
April 21, 2025

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



City Manager's Office Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
April 21, 2025**

NEW HIRES - FULL-TIME (F/T)

PARKS & RECREATION

France, Jayce T.	Parks Maintenance Laborer	\$17.59/hr	NCS	Non-Ex	April 17, 2025
Williams, Mason R.	Parks Maintenance Laborer	\$17.59/hr	NCS	Non-Ex	April 17, 2025

NEW HIRES - PART-TIME (P/T)

PARKS & RECREATION

Fletcher, Abigail Elizabeth	Lifeguard	\$12.50/hr	NCS	Non-Ex	May 15, 2025
Gray, Dylan P.	Sports Official	\$30.00/game	NCS	Non-Ex	April 17, 2025
Hunter, Caleb	Pool Attendant	\$11.50/game	NCS	Non-Ex	April 17, 2025
McClendon, Jayson	Sports Official	\$20.00/game	NCS	Non-Ex	April 17, 2025
Thompson, Avery Jace	Sports Official	\$20.00/game	NCS	Non-Ex	April 17, 2025

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

<u>ENGINEERING</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>
Cunningham, Gary E.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Edmonds, Gary L.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Ford, Joe R.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Ford Jr., Presley D.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Hayden Sr., Charles T.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Joiner, Brent I.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Jones, Norman R.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025
Mullen, Leonard E.	Temporary Pump Operator \$12.00/hr	Temporary Pump Operator \$18.00/hr	NCS	Non-Ex	April 3, 2025

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

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bugg, Gregory Patrick	Assistant Manager \$32.67/hr	Assistant Manager \$35.94/hr	NCS	Ex	April 17, 2025
Coraggio, Anthony P.	Supervisor \$27.57/hr	Supervisor \$33.08/hr	NCS	Non-Ex	April 17, 2025
Meeks, Nicholas R.	Telecommunicator \$19.86/hr	Telecommunicator \$20.36/hr	NCS	Non-Ex	April 17, 2025
Reed, Taryn E.	Telecommunicator \$30.15/hr	Supervisor \$33.17/hr	NCS	Non-Ex	April 17, 2025

PUBLIC WORKS

Crouch, Randal W.	Assistant Director of Public Works \$53.41/hr	Assistant Director of Public Works \$55.01/hr	NCS	Ex	January 23, 2025
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TERMINATIONS - FULL-TIME (F/T)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Kelly, Phillip C.	Fleet Mechanic II	Resignation	April 10, 2025

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Approve a Staffing Agreement with TempsPlus, Inc. for Temporary, Seasonal, and Temp-to-Hire Employees - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The City would like to execute a Staffing Services Agreement with TempsPlus, Inc., to assist with seasonal, temporary part-time, and temp-to-hire full-time staff. This is a one-year agreement that will automatically renew each year unless terms change. The staffing company agrees to maintain all current standards for hiring by completing a background check and drug screening for the employees they send. This would allow the City to bring on additional staff quickly when we may need more employees prior to events, or to assist with mowing. We anticipate using TempsPlus mostly for laborer positions and temporary pump operators.

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

If yes, please list the Commission Priority: City Staffing Needs

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and sign the Staffing Agreement with TempsPlus, Inc.

Attachments:

1. MO contract TempsPlus - HR
2. TempsPlus City of Paducah Mutually Agreeable Staffing Agreement 2025

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH TEMPSPLUS, INC., FOR TEMPORARY, SEASONAL AND TEMP-TO-HIRE
EMPLOYEES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with TempsPlus, Inc., to assist with seasonal, temporary part-time, and temp-to-hire full-time staff. The staffing company agrees to maintain all current standards for hiring by completing a background check and drug screening for the employees they send. The City will pay TempsPlus, Inc. an amount of 38% above the hourly wage paid to workers for said contractual services.

SECTION 2. This agreement remains in force for one year from the last date of execution and will automatically continue for subsequent one-year terms unless either party gives a sixty-day written notice to cancel, or unless terms change.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 21, 2025
Recorded by Lindsay Parish City Clerk, April 21, 2025
MO\contract TempsPlus - HR

MUTUALLY AGREEABLE STAFFING AGREEMENT

This Agreement is effective the 4th day of April, 2025 between the **City of Paducah** (“CLIENT”) located at **300 S 5th St, Paducah, KY 42002** and TempsPlus, Inc., with its principal office located at 4720 Village Square Drive, Suite A, Paducah, KY 42001 (“STAFFING FIRM”), and agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

STAFFING FIRM’s Duties and Responsibilities

1. STAFFING FIRM will:

- a. Recruit, screen, interview, and assign its employees (“Assigned Employees”) to perform the type of work described on Exhibit A under CLIENT’s supervision at the locations specified on Exhibit A;
- b. Pay Assigned Employees’ wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
- e. Require Assigned Employees, if requested, to sign confidentiality agreements before they begin their assignments to CLIENT.
- f. Upon request, at CLIENT’S expense, STAFFING FIRM will perform the following drug testing to employees: 5 or 10 panel urinalyses.
- g. Upon request, at CLIENT’S expense, STAFFING FIRM will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT: National and Statewide Criminal Background Felony and Misdemeanor.

CLIENT’s Duties and Responsibilities

2. CLIENT will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or

trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior approval or as strictly required by the job description provided to STAFFING FIRM;

- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior approval; and
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

- 3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on NET 30 day terms. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- 5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 90 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next 8 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of 10% of annual salary as a direct hire fee or a prorated fee of annual salary less the number of hours worked. CLIENT may transfer Assigned Employee to CLIENT'S payroll at no cost in the event CLIENT sent Employee to STAFFING FIRM for payroll.
- 6. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay — such as wages,

benefits, payroll taxes, social program contributions, or charges linked to benefit levels —until the parties agree on new bill rates.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

8. No Staff Hire-Aways; Fee

CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 18 months thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 50% of the employee's annualized compensation with the new employer.

Cooperation

9. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

10. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Hold Harmless and Indemnification Agreement for Motor Vehicles

12. At CLIENT's requests that STAFFING FIRM will assign certain of its employees to perform services to drive motor vehicles owned, leased, and/or used by CLIENT in its business.

Under no circumstances will CLIENT permit STAFFING FIRM employees to operate a vehicle with a passenger unless such passenger is an employee of CLIENT or STAFFING FIRM engaged in the performance of his or her duties as an employee of CLIENT or STAFFING FIRM. STAFFING FIRM shall not insure against physical loss, damage to CLIENT or vehicles or the contents thereof or the negligent acts of its employees while operating the vehicle.

CLIENT shall have the exclusive right of control with respect to the manner in which driver services are performed by STAFFING FIRM Employees hereunder. CLIENT shall also have the sole responsibility to provide all information, instructions, training, or supervision customary or necessary to the performance of the services hereunder, including any necessary OSHA training. Except as expressly provided for in this Agreement, STAFFING FIRM makes no representations, warranties, or guarantees with respect to any drivers provided by STAFFING FIRM.

CLIENT shall be responsible for complying with all laws, statutes, regulations, etc. applicable to the services provided by STAFFING FIRM Employees hereunder. Furthermore, CLIENT shall be responsible for maintaining all required records with respect to the drivers and shall make them available to STAFFING FIRM for inspection upon STAFFING FIRM's request. CLIENT agrees that it will not induce or influence employees of STAFFING FIRM to perform services in violation of any applicable law or regulation.

Now therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

As an inducement for STAFFING FIRM to provide certain of its employees to CLIENT to drive motor vehicles owned, leased, and/or used by CLIENT in its business, CLIENT shall maintain in full force and effect at all times: (i) automobile liability insurance covering the operation of any vehicle to be driven by STAFFING FIRM. employees, including owned, hired and non-owned autos, affording coverage of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury and property damage liability for any one occurrence; and (ii) comprehensive general liability insurance, including coverage for contractual liability, against claims for bodily injury, death or property damage affording coverage of not less than One Million Dollars (\$1,000,000.00); and (iii) umbrella or excess liability policy with coverage of not less than Three Million Dollars (\$3,000,000.00), with the foregoing automobile liability and general liability policies specifically listed in the schedule of underlying insurance. STAFFING FIRM shall be listed as an additional insured on a primary and non- contributory basis with regard to the general liability and automobile liability policies, with a waiver of subrogation included in favor of STAFFING FIRM. The umbrella or excess liability policy is to follow form of the underlying coverage with regard to the foregoing. All policies providing the foregoing insurance coverage shall be written on an "occurrence" basis; provided, however, if not available, CLIENT shall maintain an equivalent "claims made" policy until the expiration of all statutes of limitation application to any claim that could arise by virtue of the acts or omissions of STAFFING FIRM employees. STAFFING FIRM shall be furnished with a certificate of insurance for each policy.

CLIENT shall indemnify, defend and hold harmless, STAFFING FIRM, and subsidiary companies), affiliates, directors, officers, employees, and agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including

reasonable attorney's fees) and causes of action for bodily injury and property damage (including but not limited to damage to CLIENT's vehicles, merchandise or product, supplies, tools, equipment and communication devices) caused by or resulting from (i) Driver's use of any vehicles in the course and scope of their assignment to CLIENT whether caused in whole or in part by Driver, (ii) CLIENT's negligent performance under this Agreement; or (iii) breach by CLIENT of its obligations under this Agreement.

STAFFING FIRM will run Motor Vehicle Records reports on all potential employees that will drive upon request of CLIENT. CLIENT agrees to review all MVR's and sign off on their acceptability.

13. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
14. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
15. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

16. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
17. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
18. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
19. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
20. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
21. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

22. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
23. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
24. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
25. This agreement will be governed by and construed in accordance with the laws of the state of Kentucky, without reference to any conflicts of law principles thereof.

Terms of Agreement

26. This Agreement will begin from the first date on which both parties have executed it and shall continue until terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement immediately.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

<u>CLIENT</u>	<u>STAFFING FIRM</u>
City of Paducah	TEMPSPLUS OF PADUCAH, INC.
Signature	Signature <i>Kelly Walsh</i>
Printed Name	Printed Name Kelly Walsh
Title	Title Human Resource Director
Date	Date 04/07/2025

EXHIBIT A

Rate Sheet

<u>Job Title or Description</u>	<u>Shift</u>	<u>Location</u>	<u>Hourly Bill Rate</u> <u>% Above hourly wage paid to</u> <u>worker</u>
All Positions			38% Rate

<u>CLIENT</u>	<u>STAFFING FIRM</u>
City of Paducah	TEMPSPLUS OF PADUCAH, INC.
Signature	Signature <i>Kelly Walsh</i>
Printed Name	Printed Name Kelly Walsh
Title	Title Human Resource Director
Date	Date 04/07/2025

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Authorize the Mayor to execute a contract with TESCO Solutions in the amount of \$122,754 for the rewiring of data cabling in City Hall - **E. STUBER**

Category: Municipal Order

Staff Work By: Eric Stuber, Kaitlyn Wells, Randy Crouch, Chris Yarber
Presentation By: Eric Stuber

Background Information: City Hall was built beginning in 1963 and finalized in 1965. In the 90's City Hall was wired for networking of AS400 terminals as well as an updated phone system. Due to the age of City Hall and various projects/upgrades over time, there is a mixture of CAT-3, CAT-5, CAT-5e, and CAT-6 cabling for voice and data networking.

CAT-3 and 5 are considered outdated. CAT-5e is designed for 1000 Mbps (Gigabit Ethernet) at 100 MHz, which is becoming insufficient for the demands of modern networks and emerging technologies.

Given that most of the data network cabling in City Hall is CAT 5 or older, the recommendation was made to seek bids for rewiring the data cabling to CAT-6/6a throughout City Hall in order to provide Gigabit Ethernet or better to all devices in City Hall.

An RFP was published on February 4th, 2025. A pre-bid meeting was held on February 24th, 2025 at City Hall. Four vendors attended that meeting along with Technology, Public Works, and Fire Prevention staff.

Three of the four submitted bids on March 10th, 2025. Those were TESCO Solutions of Paducah, KY; Total Tech of Murray, KY; and C2 Networks of Little Rock, AR.

Bids were evaluated by Technology and Public Works staff and the highest score went to TESCO Solutions.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Technology Equipment Other

Account Number: 10000501-542190

Staff Recommendation: Authorize the Mayor to execute a contract with TESCO Solutions in the amount of \$122,754 for the rewiring of data cabling in City Hall

Attachments:

1. MO contract-TESCO Solutions – data cabling in City Hall
2. Bid Evaluation Sheet

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH TESCO SOLUTIONS TO REWIRE DATA CABLING IN CITY HALL

WHEREAS, most of the data network cabling in City Hall is CAT 5 or older; and

WHEREAS, the recommendation was made to seek bids for rewiring the data cabling to CAT-6/6a throughout City Hall in order to provide Gigabit Ethernet or better to all devices in City Hall; and

WHEREAS, a Request for Proposals was published on February 4, 2025, and three (3) bids were received and opened on March 10, 2025; and

WHEREAS, staff recommends awarding the bid to TESCO Solutions of Paducah, KY for the rewiring project.

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

SECTION 1. That the Mayor is hereby authorized to execute a contract with TESCO Solutions in the amount of \$122,754, to rewire data cabling in City Hall. This amount shall be paid from the Technology Equipment Other, Account Number 1000 0501 542190.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 21, 2025
Recorded by Lindsay Parish City Clerk, April 21, 2025
MO\contract-TESCO Solutions – data cabling in City Hall

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Authorize the City Manager to release a Request for Proposals for new lighting at Dolly McNutt Plaza - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark

Background Information: Repair and replace existing lighting at Dolly McNutt Plaza.

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

If yes, please list the Commission Priority: Facility Improvements and Maintenance

Communications Plan:

Funds Available: Account Name: Dolly McNutt Lighting Project

Account Number: PA0136

Staff Recommendation: Approve

Attachments:

1. MO RFP Dolly McNutt Plaza Lighting

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
INITIATE A REQUEST FOR PROPOSALS FOR THE REPAIR AND REPLACEMENT
OF EXISTING LIGHT POLES AND LIGHTING IN DOLLY MCNUTT PLAZA

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise, and initiate a Request for Proposals for the purpose of repairing and
replacing existing light poles and lighting in Dolly McNutt Plaza.

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, April 21, 2025
Recorded by Lindsay Parish, City Clerk, April 21, 2025
MORFP – Dolly McNutt Plaza Lighting

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Authorize the City Manager to release a Request for Proposals for Custodial Services in City Parks Facilities - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Authorize the City Manager to release a Request for Proposals for custodial services for City Parks facilities for FY26.

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

If yes, please list the Commission Priority: City Staffing Needs

Communications Plan:

Funds Available: Account Name: Operations

Account Number: 1000 2402 523070

Staff Recommendation: Approve

Attachments:

1. MO RFP – Custodial Services - Parks

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
INITIATE A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES IN CITY
PARKS FACILITIES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise, and initiate a Request for Proposals for custodial services in City Parks
Facilities.

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, April 21, 2025
Recorded by Lindsay Parish, City Clerk, April 21, 2025
MORFP – Custodial Services - Parks

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Approve Payment for Emergency Purchase to Protect the Julian Carroll Convention and Expo Center during the 2025 Flood - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: On Wednesday, April 2, 2025, Governor Andy Beshear of Kentucky declared a State of Emergency for the entire state in anticipation of severe storms expected to persist for four days. This declaration was prompted by significant weather risks, especially in western Kentucky, which faced a Level 5 risk for intense storms.

On Friday, April 4th, the National Weather Service forecast a crest of 50.5 feet for the Ohio River in Paducah within the week. In light of this river prediction, the Julian Carroll Convention and Expo Center was at risk of flooding. Preparations commenced to acquire HESCO bastions for protection to safeguard the public's investment in these facilities.

On Friday, April 4, 2025, Mayor George Bray of Paducah declared a Local State of Emergency due to the river forecast predicting a height of 50.5 feet on Thursday, April 10th. This emergency declaration recognized the potential for substantial damage to private and public property, enabling necessary measures to shield property within the city. On the same day, the City entered a non-competitive purchase agreement with Ackley Defense, Inc. to procure 220 units of HESCO bastions, ensuring comprehensive protection for the Julian Carroll Convention and Expo Center.

Due to the flooding emergency and the delivery lead time for the bastions, Ackley Defense, Inc. was contracted to ship the bastions immediately. The 220 units of HESCO bastions cost \$121,000.00 plus \$2,450.00 for freight, resulting in a total cost of \$123,450.00. The City of Paducah anticipates that the majority, if not all, of these expenses will be reimbursed from the flood insurance on the buildings and/or from FEMA.

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

Communications Plan:

Funds Available: Account Name: Flood 2025

Account Number: FW0019

Staff Recommendation: To adopt a Municipal Order authorizing payment to Ackley Defense of \$123,450.00 for bastions required to protect the Julian Carroll Convention and Expo Center during the 2025 Flood.

Attachments:

1. MO Payment to Ackley Defense Inc. – HESCO bastions - Flood 2025
2. Ackley_Inv 0002079_Hesco bastians_4.4.25
3. 2025-04-04_Determination of Noncomp_CM_bastions

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING PAYMENT TO ACKLEY DEFENSE, INC., FOR 220 UNITS OF HESCO BASTIONS IN THE AMOUNT OF \$123,450, TO PROTECT THE JULIAN CARROLL CONVENTION AND EXPO CENTER DURING THE 2025 FLOOD

WHEREAS, on Wednesday, April 2, 2025, Governor Andy Beshear of Kentucky declared a State of Emergency for the entire state in anticipation of severe storms expected to persist for four days. This declaration was prompted by significant weather risks, especially in western Kentucky, which faced a Level 5 risk for intense storms; and

WHEREAS, on Friday, April 4th, the National Weather Service forecast a crest of 50.5 feet for the Ohio River in Paducah within the week. In light of this river prediction, the Julian Carroll Convention and Expo Center was at risk of flooding; and

WHEREAS, on Friday, April 4, 2025, Mayor George Bray of Paducah declared a Local State of Emergency due to the river forecast predicting a height of 50.5 feet on Thursday, April 10, 2025. This emergency declaration recognized the potential for substantial damage to private and public property, enabling necessary measures to shield property within the city; and

WHEREAS, the City entered a non-competitive purchase agreement with Ackley Defense, Inc. to procure 220 units of HESCO bastions, ensuring comprehensive protection for the Julian Carroll Convention and Expo Center; and

WHEREAS, due to the flooding emergency and the delivery lead time for the bastions, Ackley Defense, Inc. was contracted to ship the bastions immediately; and

WHEREAS, the City of Paducah anticipates that the majority, if not all, of these expenses will be reimbursed from the flood insurance on the buildings and/or from FEMA.

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

SECTION 1. The City of Paducah authorizes payment to Ackley Defense, Inc., the total amount of \$123,450 for the purchase and freight shipment for 220 units of HESCO bastions.

SECTION 2. This expense shall be paid from Flood 2025 Account Number FW0019.

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, April 21, 2025
Recorded by Lindsay Parish, City Clerk, April 21, 2025
MO\Payment to Ackley Defense Inc. – HESCO bastions - Flood 2025



Invoice: 0002079
Invoice Date: Apr 7, 2025
Invoice Due: Apr 8, 2025

Ackley Defense
PO Box 721
Accokeek MD 20607

City of Padcah KY
415 Park Street
Paducah
KY 42001

Customer PO: City Engineer Confirmation
Contact: Greg Guebert
email: gguebert@paducahky.gov
phone: 270-444-8511

BILL TO: City of Padcah KY 300 S 5th Street Paducah KY 42002	SHIP TO: City of Padcah KY 415 Park Street Paducah KY 42001
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Line	Product Details	Quantity	Price	Total
1	Floodline	220	\$ 550.00	\$ 121,000.00
2	Pin, 48"	100	\$ 0.00	\$ 0.00
			Sub Total	\$ 121,000.00
			Tax	\$ 0.00
			Shipping	\$ 2,450.00
			Grand Total	\$ 123,450.00

Remittance:

By Wire or ACH: Ackley Defense LLC • main street bank • acct 2010126939 • aba 056009246

By Mail: Ackley Defense LLC • PO Box 721 • . Accokeek MD 20607

Credit Card: Call to arrange



CITY OF PADUCAH

300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267

**Determination of Noncompetitive Negotiation
Emergency Procurement
April 4, 2025**

Under KRS 45A.380(1), as adopted in Section 2-659 of the City of Paducah Procurement Code, the City Manager, within his role of administering all procurement functions of the City on behalf of the Paducah Board of Commissioners, determines that noncompetitive negotiation is feasible for the procurement of HESCO bastions to aid in flood fighting.

On April 2, 2025, Governor Andy Beshear declared a state of emergency in Kentucky due to severe storms expected to last four days. The declaration was made in anticipation of significant weather risks, particularly in western Kentucky, which faced a Level 5 risk for intense storms.

As part of the flood-fighting procedure, the City supplements the Local Flood Protection Project, "The Floodwall," with HESCO bastions to protect the Paducah-McCracken County Convention and Expo Center. The Paducah LFPP protects 11,000 acres and an estimated \$ 1.2 billion in City and County assets.

On Wednesday, April 2, 2025, the City received a 5-day river crest elevation forecast of 41.5 feet from the National Weather Service on Wednesday, April 9. On Thursday, April 3, the forecast rose to 47' on Thursday, April 10. On Friday, April 4, the forecast rose to 50.5' on Thursday, April 10, so the City ordered the HESCO bastions then. The bastions have a delivery lead time of 2-3 days and take at least one day to install.

Therefore, in the interest of saving lives, protecting improved property, and public health and safety, the City entered into a purchase agreement with Ackley Defense, Inc. to purchase HESCO bastions due to the river elevation forecasts received.

Following this date, applicable legislation will be presented to the Board of Commissioners as Model Procurement requires.

Daron Jordan, City Manager

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Authorize the City Manager to release a Request for Proposals for Recruitment Services for the Executive Director Position for Hotel Metropolitan - **H. REASONS**

Category: Municipal Order

Staff Work By: Hope
Reasons
Presentation
By: Hope Reasons

Background Information: This Municipal Order authorizes the City Manager to release a request for proposals to obtain recruitment services for the hiring of the Executive Director Position at Hotel Metropolitan. This contract will be paid for out of the Mellon Grant Funding.

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

If yes, please list the Commission Priority: 24/25 Priority: Cultural Assets

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO RFP – Recruitment Services Hotel Metropolitan Director

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
INITIATE A REQUEST FOR PROPOSALS FOR RECRUITMENT SERVICES FOR THE
HOTEL METROPOLITAN EXECUTIVE DIRECTOR POSITION

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise, and initiate a Request for Proposals for recruitment services for the Hotel
Metropolitan Executive Director position.

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, April 21, 2025
Recorded by Lindsay Parish, City Clerk, April 21, 2025
MO\RFP – Recruitment Services Hotel Metropolitan Director

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Amend the FY25 City Budget to Increase Revenues and Expenditures for the Community Development Block Grant Fund by \$200,000 - **H. REASONS**

Category: Ordinance

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: The City of Paducah applied for and received a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Centerpoint Recovery Center to assist with inpatient substance abuse treatment. The Commission authorized Municipal Order 3024 on March 11, 2025 to accept the grant award. The Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires:

- Evidence of a budget ordinance/amendment indicating inclusion of CDBG funds into the City's budget.

This ordinance will satisfy the Grant Agreement requirement for the budget amendment.

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

If yes, please list the Commission Priority: Mental Health

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve an ordinance to amend the FY25 City of Paducah budget to increase revenue and expenses for the CDBG fund by \$200,000.

Attachments:

1. ORD - budget amend FY2025 – Four Rivers Recovery Center

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2024-06-8815, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah applied for and received a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Recovery Center to assist with residential alcohol and drug treatment services. The Commission authorized Municipal Order No. 3024 on March 11, 2025, to accept the grant award; and

WHEREAS, the Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires evidence of a budget ordinance/amendment indicating inclusion of CDBG-CV funds into the City's budget; and

WHEREAS, the City Commission now wishes to amend the FY2025 budget to satisfy the requirement of the Commonwealth.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025, as adopted by Ordinance No. 2024-06-8815, be amended by the following re-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$200,000.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, April 8, 2025

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\finance\budget amend FY2025 – Four Rivers Recovery Center

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Adopt an Ordinance Creating a Training Incentive Program for City Officials - **L. PARISH & M. SMOLEN**

Category: Ordinance

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

Background Information: The General Assembly passed House Bill 119 in the 2011 Regular Session of the Kentucky General Assembly and the bill was signed by the Governor of the Commonwealth to become effective on June 8, 2011. This Bill created KRS 64.5278 which authorizes the city governments of Kentucky to adopt training incentive programs to encourage city officials to obtain education and training related to the operation of city government. This ordinance creates a training incentive program for Paducah elected officials. Key highlights of the program include:

- Officials must complete 15 hours (15 hours = 1 training unit) of approved training annually to qualify.
- Up to 10 excess hours may carry over to the next calendar year.
- Officials receive \$500 for completing the 15 hours of training each year
- Training units build each year that the official successfully completes 15 hours of training with the cap at 4 years. (Example: Year 1 = \$500, Year 2=\$1,000, Year 3=\$1,500, Year 4=\$2,000. Every year after 4 is capped at \$2,000)
- If an official fails to meet the 15-hour requirement in any given year, accumulated training units reset to \$0.
- Kentucky League of Cities (KLC) will serve as the program administrator—validating courses, tracking participation, and providing annual certification to the City.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Elected Officials Training Incentive

Account Number: 1000 0102 516150

Staff Recommendation: Approval.

Attachments:

1. ORD Training Incentive Program Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN INCENTIVE PROGRAM FOR CITY OFFICIALS TO OBTAIN TRAINING RELATED TO CITY GOVERNMENT

WHEREAS, the General Assembly passed House Bill 119 in the 2011 Regular Session of the Kentucky General Assembly and the bill was signed by the Governor of the Commonwealth to become effective on June 8, 2011;

WHEREAS, House Bill 119 authorizes the city governments of Kentucky to adopt training incentive programs to encourage city officials to obtain education and training related to the operation of city government;

WHEREAS, the City of Paducah recognizes and values the importance of its city officials remaining informed and educated on topics related to city governments and the powers, duties, and responsibilities of city officials; and

WHEREAS, the City of Paducah acknowledges that educated, informed, and well- trained city officials will provide a direct public benefit by fostering a deeper understanding of laws, regulations, and by promoting exploration of diversified practices, programs, and delivery of services to the citizens of the City of Paducah.

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

SECTION 1: Definitions

As used in this ordinance, the terms below shall have the following meanings:

- (1) “Training unit” means fifteen (15) clock hours of attendance or participation in qualifying courses during a calendar year.
- (2) “Excess hours” means credit hours earned beyond fifteen (15) during a single calendar year.
- (3) “Administrator” shall mean the Kentucky League of Cities City Officials Training Center.
- (4) “Qualifying course” shall mean any training, seminar, educational or learning event that provides instruction or information that is relevant to the duties and functions of city government and city officials and that has been approved by the administrator.

SECTION 2: Adoption of a City Officials Training Program; Application

In accordance with House Bill 119 of the 2011 General Assembly, as codified in KRS Chapter 64, the City of Paducah hereby adopts and establishes a City Officials Training Program to make available incentive payments as specified by this ordinance to the elected city officials, including the Mayor and all members of the City Commission for obtaining education and training as required under the provisions of this ordinance.

SECTION 3: Incentive Payment Amount; Required Training Participation

- (1) Each city official eligible for participation in the City Officials Training Program shall receive training incentive payments of \$500 completion of each training unit during his or her continuous service as a city official within the city. The city official shall only receive training incentive payments for a maximum of four (4) training units. The city official shall not be awarded more than one (1) training unit per calendar year.
- (2) The city official may continue to receive training incentive payments for four (4) training units in each calendar year following the fourth year, provided that the officer continues to earn a training unit each subsequent calendar year.
- (3) The failure of a city official to obtain a training unit during any calendar year shall disqualify the officer from receiving any training incentive payments for the calendar year and the city official shall lose any previously accumulated training units earned during previous calendar years.
- (4) Any city official earning excess hours during a calendar year shall be permitted to carry forward a maximum of ten (10) hours to apply to the earning of a training unit in the following calendar year.
- (5) Training incentive payments shall be made to a city official presenting proof of completion of a training unit for a calendar year within sixty (60) days of the conclusion of the calendar year.

SECTION 4: Policy regarding payment or Reimbursement for training courses

In accordance with KRS 64.5278(9), City Policy FIN-26 (Effective April 4, 2022) is incorporated herein by reference and shall apply as the policy regarding the reimbursement to the city officer or payment to the provider for the city officer's attendance of an event hosting a course where the officer seeks to earn credit.

SECTION 5: Administration of City Officials Training Program

- (1) The City Officials Training Program for the City of Paducah shall be administered by the

Kentucky League of Cities City Officials Training Center, which shall be responsible for approving courses as qualifying under the terms of this ordinance, shall maintain records of attendance and participation, and shall notify the city when a city official earns a training unit and the number of training units earned by a city official during his or her continuous service as a city official within the city.

- (2) The administrator shall evaluate and approve courses as qualifying for credit based on the relation of the course to the operation of city government. In addition to other courses which may be approved as qualifying courses by the administrator, courses that provide instruction on the statutory duties of cities and city officials, intergovernmental relationships, municipal finance and budgeting, municipal taxation, ethics, open records, open meetings, economic development, or municipal police powers shall be approved as qualifying courses under this ordinance. The administrator shall require the submission of the course or conference agenda, curriculum, name of the provider, and other course materials to determine whether a course should be approved as a qualifying course.
- (3) A city official shall submit proof of attendance or participation in a qualifying course to the administrator. A city official shall submit the course name, date, location, name of the instructor or provider, and sufficient proof of attendance or participation in the qualifying course before the administrator shall award credit. The administrator shall not award credit to a city official for attendance or participation in a qualifying course that is not, in the administrator's opinion, substantially different from another course the city official attended or participated in during the same calendar year.
- (4) The administrator shall maintain records that reflect each of the courses and hours completed by the city official and shall provide it to each city official upon request. The administrator shall, within thirty (30) days of the close of the calendar year, provide written or electronic certification to each participating city official of completed courses and hours, and shall, if applicable, certify the completion of a training unit and total number of accumulated training units. Upon receipt, a city official shall present a copy of the certification of the completion of the training unit and the total accumulated training units to the city in order to receive his or her training incentive payments.

SECTION 6: Status of Incentive Payments

- (1) Training incentive payments do not constitute wages under KRS Chapter 337, creditable compensation under the County Employees Retirement System under KRS Chapter 78, or compensation for the purposes of setting maximum compensation or modification of compensation under KRS Chapter 83A, and may be repealed or modified by the city at any time.
- (2) The training incentive payment amount established in the ordinance shall not be adjusted by any index reporting changes to consumer prices or any other method to account for inflation.

SECTION 7. Budget. This expenditure shall be provided from Elected Officials Training Incentive Account No. 1000 0102 516150.

SECTION 8. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 9. Severability. If any section, clause, or provision of this ordinance is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect

SECTION 10. Effective Date. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners _____
Recorded by Lindsay Parish, Paducah City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\Training Incentive Program Ordinance

Agenda Action Form

Paducah City Commission

Meeting Date: April 21, 2025

Short Title: Amend Chapter 118 Vegetation of the Code of Ordinances - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Carol Gault, Amie Clark, Greg Cherry, Greg Guebert,
Steve Kyle, Michelle Smolen, Daron Jordan
Presentation By: Lindsay Parish

Background Information:

Ordinance Amendment Summary

1. **Modifies the role of the Appointee** (the primary City Staff Person responsible for carrying out the provisions of this ordinance)
 - a. The appointee now assists with developing a tree planning and replacement plan for City-owned lots & rights-of-way.
 - b. Consults with the City Engineer, Public Works Director, Director of Parks & Recreation, and Director of Planning as necessary.
 - c. Consults with arborists, landscape architects, and other resources as necessary.
 - d. Develops and implements a tree voucher program. The program will be administered in fiscal years when funding is appropriated through the budget process.
 - e. The appointee is the official staff support for the Tree Advisory Board.
2. **Modifies the Tree Advisory Board.**
 - a. Changes the Board from 9 to 5 members by removing the Parks Director, City Engineer, Planning Director, and Public Works Director.
 - b. Retains the Utility Company Representative, Landscape Architect, and 3 concerned citizens.
 - c. Terms remain 4 years staggered, with the members being reappointed for staggered terms as follows:
 1. Brian Thomasson – Utility Representative – Term Expiration: April 22, 2026
 2. Jonathan Perkins – Term Expiration: April 22, 2027
 3. Jinny McCormick – Term Expiration: April 22, 2028
 4. Vacant Spot - Term Expiration: April 22, 2029
 5. Vacant Spot - Term Expiration: April 22, 2029
 - d. Requires the board to provide an annual report to the City Commission on the board's activities and goals.
 - e. The board is to assist in the development and implementation of the tree voucher program.
2. **Removes the requirement to formulate and maintain a master street tree plan.** Retains an Approved Tree Species Schedule, which should list desirable and undesirable tree species for public rights-of-way.

3. **Nuisance Violation:** Vegetation on private property that grows over a public right-of-way will be abated in accordance with Chapter 42 related to nuisance code violations.

4. **Appeals Change:** The Tree Advisory Board as a whole will hear appeals, instead of just a subset of the membership.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Chapter 118 Vegetation – Tree Advisory Board

ORDINANCE NO. 2025-____-_____

AN ORDINANCE AMENDING CHAPTER 118 “VEGETATION” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah recognizes that trees are a vital public resource, providing environmental, aesthetic, economic, and health benefits to the community; and

WHEREAS, a healthy and robust tree canopy contributes significantly to the community's climate resilience by reducing urban heat, improving air quality, managing stormwater, and supporting biodiversity; and

WHEREAS, the City finds it in the public interest to invest in and protect its tree canopy through proactive regulations, public education, and community partnerships; and

WHEREAS, the Tree Advisory Board serves as a vital partner in shaping and recommending urban forestry policies, and expanding its advisory role and oversight responsibilities will enhance the City’s efforts to manage and preserve tree resources effectively.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 118, Vegetation, of the Paducah Code of Ordinances as follows:

ARTICLE I. - IN GENERAL

Sec. 118-1. Purpose.

The purpose of this chapter is to regulate and control planting of trees and shrubbery to encourage the protection of existing trees in the streets and public grounds within the City, and to establish procedures and practices for fulfilling these purposes.

Secs. 118-2—118-30. - Reserved.

ARTICLE II. - TREES ON PUBLIC PROPERTY

DIVISION I. - GENERALLY

Sec. 118-31. Definitions.

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

Appointee means the individual or authorized agent employed by the City and directed by the City Manager to be responsible for carrying out the duties described in this article and for administration, implementation, and overseeing of the various duties.

Bole means the main stem of a tree structure also considered the trunk of the tree up to where main branches begin to stem.

DBH (diameter at breast height) means the total cross sectional diameter in inches of a tree measured at a height of four and one-half (4 ½) feet.

Drip line means the outermost edge of a tree's canopy. When depicted in plan view, the drip line will appear as an irregularly shaped circle defining the canopy perimeter. (See Illustration #1.)

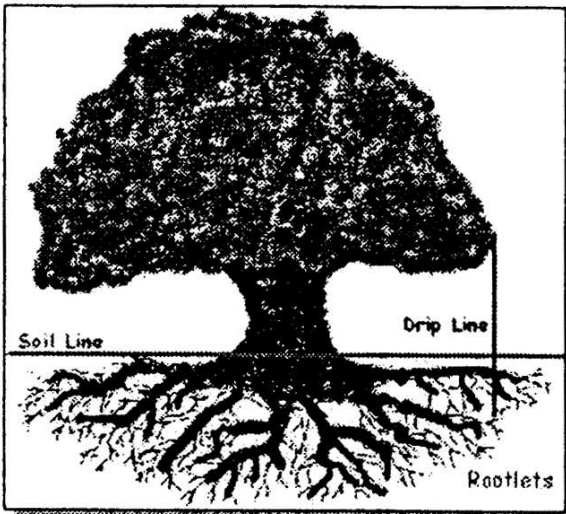


Illustration #1

Large tree means any tree species that normally attains a full-grown height in excess of fifty (50) feet.

Medium tree means any tree species that normally attains a full-grown height between twenty-six (26) and fifty (50) feet.

Person means any person, corporation, partnership, company, contracting firm or other entity, including those employed under a contract with the City.

Planting area means a pervious area within the right-of-way that lies between the curb and sidewalk, curb and building, or curb and other structures.

Right-of-way means all improved publicly dedicated and maintained facilities, public utility and drainage easements. (See Illustration #2.)

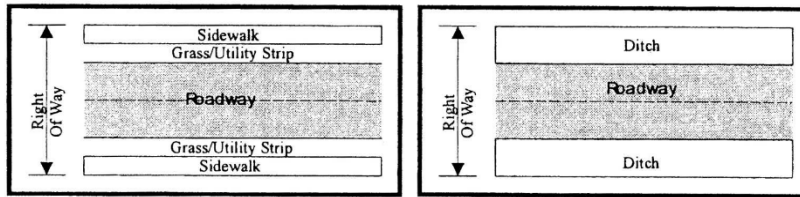


Illustration #2

Small tree means any tree species that normally attains a full-grown height of under twenty-six (26) feet.

Street tree means any tree within the public right-of-way.

Tree means any upright woody plant with one (1) main stem and a minimum DBH of four (4) inches.

Tree protection area (TPA) means the drip line or a lesser distance provided it will not adversely affect the health of protected trees as determined by the Appointee.

Sec. 118-32. City department justification, duties and authority.

(a) Appointee.

- (1) For the purpose of carrying out the provisions of this article, the Appointee or designee, shall have the jurisdiction, authority, control, supervision and direction over trees and shrubs planted or growing in or upon the public right-of-way, and on public grounds within the City, and the planting, removal, care, maintenance and protection thereof.
- (2) The Appointee shall be responsible **for assisting the development of a tree planting & replacement plan for City-owned lots & rights-of-way. formulating a master street tree plan. The master street tree plan shall specify the priorities, standards, and species for tree planting within street rights-of-way and other public sites in the City. Prior to its publication, the plan shall be presented to the Tree Advisory Board for review and recommendation to the City Commission. The City Commission shall take final action upon the Tree Advisory Board's recommendation. From and after the effective date of the master street tree plan, or any amendment thereof, all planting shall conform thereto. Tree planting, maintenance and removal is to be in accordance with the master street tree plan. The plan shall consider existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites in the City.**
- (3) The Appointee shall have the authority to review all requests for permits for any planting, removal and/or trimming or cutting of trees in any public area. The Appointee shall also have the authority to attach reasonable conditions to these permits and to grant or deny permits.
- (4) The Appointee shall provide staff support to the Tree Advisory Board.

- (5) The Appointee shall consult with the City Engineer, Public Works Director, Director of Parks and Recreation, and the Director of Planning as necessary to carry out the roles and duties outlined in this article.**
 - (6) The Appointee may consult with arborists, landscape architects, and other resources to fulfill the roles and duties outlined in this article.**
 - (7) The Appointee shall develop and implement a tree voucher program to benefit City residents and enhance the City of Paducah's tree canopy. The tree voucher program shall only be administered in fiscal years when funding for the program is appropriated and approved by the City Commission as part of the annual budget process.**
- (b) *Planning Department.* The Planning Director or designee shall have the jurisdiction, authority, control, supervision, and direction over trees and shrubs planted or growing in or upon private property as set out in section ~~126-83 62-73~~. In addition, the Planning Director shall have the authority over planting, removal, care, maintenance, protection and preservation of trees in accordance with section ~~126-83 62-73~~.

Sec. 118-33. Tree Advisory Board.

- (a) A Tree Advisory Board, appointed by the City Commission, consisting of ~~five (5) nine (9)~~ members, shall be established. All members shall be appointed by the Mayor and approved by the Board of Commissioners. The Tree Advisory Board shall consist of three (3) concerned and interested citizens of the City; one (1) member shall be a Landscape Architect or actively engaged in horticulture or experienced in a tree-related field; one **(1) member shall be a Utility Company Representative. and the Public Works Director, Parks Services Director, City Engineer, Planning Director, and a Utility Company Representative shall be permanent members of the Tree Advisory Board.** A Chairperson will be appointed by these members. The terms of the Tree Advisory Board members, ~~excepting the Public Works Director, Parks Services Director, City Engineer, Planning Director, and the Utility Representative,~~ shall be four (4) years staggered. The duties of the Tree Advisory Board shall be as follows:
- (1) To hear all appeals from denials of applications for permits required by this article.
 - (2) To adopt rules for the conduct of such hearings, which rules shall uniformly apply to all such appeals.
 - (3) To follow the hearing of such appeal to cause its decision to be reduced to writing.
 - (4) To advise appropriate municipal agencies on matters of care, preservation, planting, removal, replacement or disposition of trees in parks, along streets and in public areas as needed.
 - (5) To promote urban forestry.
 - (6) To provide an annual report to the Board of Commissioners related to the Tree Advisory Board's activities and goals.**
 - (7) To assist the Appointee in the development and implementation of a tree voucher program.**

- (8) Develop and maintain a list of recommended tree species acceptable for use in public rights-of-way, parks, and public areas.

~~(6) To review and recommend as necessary the master street tree plan prepared and submitted by the Appointee.~~

- (b) In the event a vacancy shall occur during the term of any appointed member, a successor shall be appointed for the un-expired portion of the term. All members of the Tree Advisory Board shall serve without pay. The Tree Advisory Board shall establish the Board's rules, regulations and procedures and arrange for the holding of meetings on a regular basis, with not less than four (4) meetings per calendar year.

Sec. 118-34. Suggested tree species.

Trees with characteristics which make them acceptable for use in public right-of-way and which are recommended for street trees are those listed in the Approved Tree Species Schedule ~~master street tree plan~~.

Sec. 118-35. Undesirable tree species.

Some trees have characteristics which make them unacceptable for use in public rights-of-way and are not recommended for street trees. See specific information in the Approved Tree Species Schedule ~~master street tree plan~~.

Sec. 118-36. Tree planting.

- (a) Any person may plant a tree within the public right-of-way immediately adjacent to such person's property upon obtaining a permit from the Appointee. The permit shall be granted, providing the following conditions are met:
 - (1) The tree to be planted is not an undesirable tree species, as provided in section 118-35.
 - (2) The tree species is not a large tree.
 - (3) The spacing between street trees is sufficient so as not to create a site obstruction.
 - (4) The minimum width of the planting area is six (6) feet for small trees. Medium trees may be planted in the right-of-way only when the planting area between the curb and sidewalk is eight (8) feet or greater.
 - (5) The tree location shall be such that all regulatory and warning signs are not obscured and will remain clearly visible throughout the maturing of the tree.
 - (6) Only a small tree may be planted within twenty (20) lateral feet of overhead utility wires. The property owner shall maintain the tree after the tree is planted.
 - (7) The minimum distance between the tree and the edge of the street (curbline) is six (6) feet for all street trees.
- (b) The Appointee, in consultation with the City Engineer ~~or~~ and Public Works Director, may waive any of the conditions in granting a permit where such action would promote the preservation of the health, integrity or appearance of an area's tree population. The Appointee, in consultation with the City Engineer ~~or~~ and Public Works Director, shall

check proposed planting sites for compliance with requirements relating to utilities, obstructions and potential interference with future construction.

- (c) When requesting approval to locate a street tree, the appointee may require a tree-planting plan showing location of utilities, planting location and public improvements.
- (d) The Appointee may deny a permit although all conditions have been met, but only for just cause based on circumstances unique to the property affected which would create a threat to public welfare and/or safety if the proposed planting were permitted.
- (e) The decision of the Appointee shall be made within fourteen (14) days after an application is filed.

Sec. 118-37. Tree removal.

- (a) No person may remove a tree larger than three (3) inches in diameter, measured at the breast height (DBH) on the public right-of-way without obtaining a permit from the Appointee.
- (b) The Appointee may issue permits for the removal of live trees only in special circumstances. Instances where a permit for the removal of a live tree may be issued include, but are not limited to, the following:
 - (1) The tree is a threat to public safety;
 - (2) The tree is a threat to the health of other trees in the community;
 - (3) The tree is to be replaced by a more desirable tree; or
 - (4) The permit shall be granted provided the tree to be removed is dead or dying.

If the Appointee determines that diseased or insect-infested trees pose a health threat to neighboring trees, such trees shall be removed in a timely manner.

- (c) Standards for tree removal include:
 - (1) The entire tree including the stump is removed where possible and practical.
 - (2) The area is refilled to ground level with soil, so as to prevent the creation of a hole.
 - (3) The area is re-seeded or planted in other appropriate manner.
 - (4) There is no damage done to any property belonging to the City or third party.
 - (5) The entire removal may be done without danger or inconvenience to the public.
 - (6) If possible and approved or directed, a replacement tree of appropriate species is planted.

Sec. 118-38. Tree maintenance; public rights-of-way.

- (a) Adjoining property owners shall provide reasonable care and maintenance to street trees within the public right-of-way.
- (b) It shall be unlawful for the owner or occupant of any building or lot to permit any tree, including street trees, to grow in a manner which interferes with public safety in the public rights-of-way due to obstruction of view, obstruction of passage, or in any other manner.

-
- (c) The minimum clearance of any overhanging portion thereof shall be ten (10) feet over sidewalks and sixteen (16) feet over all streets.

Sec. 118-39. Tree topping.

It shall be unlawful as a normal practice for any person to top any tree within the public right-of-way. The term "topping" means the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or trees under utility wires or other obstruction where other pruning practices are impossible, are hereby exempted from this section.

Sec. 118-40. Trimming, pruning, planting and removal of trees on public property; permit required.

- (a) No person shall remove, destroy, cut, severely prune (including the root system) or otherwise treat any tree having its trunk in or upon any public property or contract with another person to perform such acts without first obtaining a written permit from the Appointee and without complying strictly with the provisions of the permit and provisions of this article.
- (b) Public and private utilities shall submit written specifications for pruning to the City for approval. Upon approval of its specifications, a utility shall not be required to obtain a permit for pruning operations affecting trees having their trunks on public property so long as such work is done in strict accordance with the approved specifications. Requests for the removal of trees shall be handled on an individual permit basis. Failure to comply with the approved specifications is a violation of this article. Specifications shall be reviewed at a minimum of every two (2) years by the Appointee and the Tree Advisory Board for necessary improvements as required by modifications in this article.
- (c) The permittee shall be solely responsible for and severally liable for any penalties or other enforcement action imposed pursuant to this article or other provisions of law on account of work performed in violation of this article.

Sec. 118-41. Trimming of vegetation on private property adjacent to a public street or place; responsibility of owner.

- (a) Trees, vines, bushes, shrubbery or flowers standing in or upon any lot or land adjacent to any public street or public place and having branches, limbs, trunks, or other parts projecting into the public street or place shall be kept trimmed by the owner or occupant of the property on which such vines, trees, bushes, shrubbery or flowers are growing so as not to interfere with the free and safe passage along the public way by pedestrians and vehicular traffic, or obstruct the view of any street intersection, commercial entrances and regulatory or warning signs.
- (b) If the owner of such property does not keep this growth from projecting into or on public ground, the **Appointee Fire Prevention Division** shall have the authority to order its

removal in accordance with the provisions and fines laid out in Chapter 42, Article II of the Code of Ordinances of the City of Paducah. ~~The order shall be in writing to the owner responsible for such growth and shall be acted upon within thirty (30) days. In the event the owner has not responded or acted to remove the projecting growth from such vines, trees, bushes, shrubbery or flowers, then the City shall have the authority to enter upon the property to perform the work necessary to correct the condition, and to bill the owner for the actual costs incurred.~~ In situations deemed necessary to the public health, safety, or welfare, the City may act without prior notification to the property owner.

- (c) Adjacent property owners that have growth projecting from the public right-of-way into or on private property may request removal by the City. This request shall be in writing to the Appointee at which time the Appointee will evaluate said request and determine the best course of action.

Sec. 118-42. Injuring trees or shrubbery on public places.

- (a) It shall be unlawful for any person, except with written permit, to place or maintain upon the ground in any public right-of-way or public place, any compacted stone, cement or other impervious matter or substance in such a manner as may obstruct the free access of air and water to the roots of any tree or shrub in any such street or place. This provision shall not apply to the paving, repairing or altering of the public streets, sidewalks and other public places by the City.
- (b) No unauthorized person shall perform, or contract with another person to perform, construction work (including the operation or storage of equipment or materials) within the drip line of any tree or shrub having its trunk on any public right-of-way or public property without first obtaining a permit from the Appointee and complying with the requirements which may include erecting protective barricades or enclosures at designated locations. Utility companies working within the right-of-way shall be exempt from this section.
- (c) No unauthorized person shall intentionally damage, cut, poison, carve or transplant any street tree without a permit as required by section 118-40; nor shall any unauthorized person attach any rope, wire nails, advertising posters or other contrivance to any street tree; allow any petroleum based liquid, herbicide or solid substance which is harmful to trees to come in contact with them; or set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any tree.

Secs. 118-43—118-59. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 118-60. Modification, inspection, enforcement and appeal.

- (a) In the case of emergencies such as windstorms, ice storms, fire or other disasters, the requirements of this division may be waived by the City during the emergency period so that the requirements of this division will in no way hamper private or public work to

restore order in the City. This shall not be interpreted to be a general waiver of the intent of this division.

- (b) Nothing contained in this division is intended to infringe on the authority of the City Engineer or the Public Works Director to remove trees from the right-of-way of any publicly dedicated road when the trees become a hazard to the traveling public, public utilities, and/or vital infrastructure.

Sec. 118-61. Notice and appeal.

- (a) In the event any party is dissatisfied with a decision of the Appointee adversely affecting such party in the application, modification, or enforcement of this division, such party may request a hearing within ten (10) working days of the receipt of such decision. The request must be in writing and directed to the Chairman of the Tree Advisory Board ~~who may appoint a three (3) member board selected from the appointed members of the Tree Advisory Board to act as an appeal board and shall hear the request of the party concerned.~~ The Tree Advisory Board ~~or its designated appeal board~~ may grant a variance from the requirements of this division upon a finding that:
 - (1) Practical difficulties or unnecessary hardship would result if the strict letter of the law were followed; and
 - (2) The variance is in accordance with the general purpose and intent of this division.
- (b) After a full and complete hearing held within thirty (30) days of receipt of the request, ~~the appeal board or~~ the Tree Advisory Board shall render a written ruling within five (5) working days, either affirming, overruling or modifying the decision of the Appointee, as may be fit and proper under the existing circumstances.
- (c) The Circuit Court has jurisdiction to determine all questions and issues properly brought before it on appeal from the decisions of the ~~Appointee, or~~ Tree Advisory Board.

Sec. 118-62. Reserved.

Sec. 118-63. Penalties.

Any ~~unauthorized~~ person who violates any provision of this division, for which another penalty is not otherwise provided, upon being found guilty of violation, shall be guilty of a misdemeanor and shall be subject to a fine not to exceed \$200.00 for each separate offense. Each day during which any violation of the provisions of this division shall occur or continue shall be a separate offense. If, as the result of the violation of any provision of this division or by fault in accident or vandalism, the injury, mutilation, or death of a tree is caused, the cost of repair or replacement of such tree shall be borne by the party in violation or fault. The replacement value of trees shall be determined in accordance with the latest revision of A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens, as published by the International Society of Arboriculture.

Sec. 118-64. Severability.

If any section of this division is held to be invalid or unenforceable, all other sections shall nevertheless continue in full force or effect.

Sec. 118-65. Applicability.

This article provides full power and authority over public trees, and to all trees, shrubs, vines, and including ornamental plants located on private property that constitute a hazard or threat as described herein.

Sec. 118-66. Interference with City.

It shall be unlawful for any person to prevent, delay, or interfere with the City or any of its agents while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any public tree, as authorized in this division.

SECTION 2. Board Appointments. Upon adoption of this ordinance, the following board members are hereby appointed for staggering terms as follows:

- Brian Thomasson – Utility Representative – Term Expiration: April 22, 2026
- Jonathan Perkins – Term Expiration: April 22, 2027
- Jinny McCormick – Term Expiration: April 22, 2028
- Currently Vacant - Term Expiration: April 22, 2029
- Currently Vacant - Term Expiration: April 22, 2029

SECTION 3. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 4. Severability. If any section, clause, or provision of this ordinance is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect

SECTION 5. Effective Date. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners _____

Recorded by Lindsay Parish, Paducah City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\Chapter 118 Vegetation – Tree Advisory Board