



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 23, 2021
5:30 PM
VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.
The Mayor will call on you to speak during the Public Comments section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for February 5th, 6th and 9th, 2021
	B.	Receive & File Documents
	C.	Reappointment of Robert L. Wade to the Civil Service Commission
	D.	Appointment of Darryl Pea to the Electric Plant Board
	E.	Reappointment of Ines Rivas-Hutchins to the Code Enforcement Board
	F.	Personnel Actions
	G.	Application and Acceptance of the FY 2022 Highway Safety Grant - B LAIRD
	H.	Application for the FY2020 Fire Prevention and Safety Grant in the amount of \$12,000 - S KYLE
	I.	Approve Tyler Technologies Contract Amendment for Energov & Munis - M SMOLEN
	II.	<u>MUNICIPAL ORDER(S)</u>
	A.	Accept Donation of Property - 540 Locust Drive - S KYLE

		B.	Accept Donation of Property - 1246 South 6th Street - S KYLE
		C.	Application for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant in an amount of \$835,754.13 - S KYLE
		D.	MAP~GIS ESRI License 3-year Renewal \$210,000 - S CHINO
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Bid Award for 2021-2022 Concrete Program - R MURPHY	
		B. Approve an Agreement with Commonwealth Economics for Professional Services related to the Tax Increment Financing District - J ARNDT	
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Ordinance Amending Chapter 50, Article III. “Stormwater Conveyance And Management” of the Code of Ordinances of The City Of Paducah, Kentucky – R MURPHY
	V.	<u>DISCUSSION</u>	
		A.	2021 Strategic Plan Discussion
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

February 5, 2021

At a Called Meeting of the Paducah Board of Commissioners held on Friday, February 5, 2021, at 12:00 p.m. at the Julian Carroll Convention Center Cumberland Room located at 415 Park Street, Paducah, KY, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

The public was invited to attend this meeting in person.

WELCOME

Mayor Bray and City Manager Arndt offered a welcome, established the ground rules for the retreat, and reviewed the agenda.

STRATEGIC PLAN CYCLE

Assistant City Manager Smolen gave the Board of Commissioners an overview of the Strategic Plan Cycle and past practices in reporting on Strategic Plan initiatives.

LEADERSHIP TEAM PRESENTATIONS

The Leadership Team of the City of Paducah offered the top two (2) priorities for each City Department over the next 2 years. Below is a list of the Leadership Team Priorities.

Department	Priorities
City Manager's Office	1. Enhanced Communication Plan 2. City Economic Development Strategies
Communications	1. Update Software and Theme for City’s Website, paducahky.gov 2. Launch National Community Survey
Customer Experience & City Clerk	1. Accessible Online City Records 2. Standardized Inquiry Processing & Enhanced Communication Assistance
Engineering	1. Stormwater 2. Active Projects
Finance	1. \$20M 2020A GOB Proceeds 2. Permanent E911 Funding source
Fire & Fire Prevention	1. Facilities with a replacement priority for Station 4 2. Staffing
HR	1. Recruitment & Retention (Policies & Benefits) 2. Risk Management & Safety Culture & Programs
IT	1. Infrastructure Upgrades and outdated equipment replacement 2. Server and Desktop software upgrades
Parks and Recreation	1. Parks Building (Renovation and repair vs. Relocation to Civic Center) 2. Sports Commission Project and Impacts
Planning	1. Downtown Revitalization 2. Neighborhood Revitalization
Police	1. Create parking lot on property donated to PD (1331 Broadway) 2. Achieve full staffing
Public Works	1. GPS service for Public Works service vehicles 2. Establish safety program

STRATEGIC PLAN ACTION ITEM REVIEW, DISCUSSION AND PRIORITIZATION

City Manager Arndt led the Commission in a review of the current Strategic Plan items. The Commission discussed reporting metrics, communication, special events, and partnership with McCracken County as they relate to the Strategic Plan.

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Gault, to adjourn the meeting of the Paducah Board of Commissioners.

February 5, 2021

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

Meeting ended at approximately 4:20 p.m.

ADOPTED: February 23, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 5, 2021

At a Called Meeting of the Paducah Board of Commissioners held on Saturday, February 6, 2021, at 8:00 a.m. at the Julian Carroll Convention Center Cumberland Room located at 415 Park Street, Paducah, KY, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

The public was invited to attend this meeting in person.

WELCOME

Mayor Bray offered opening comments.

TWO MAIN THINGS EXERCISE

City Manager Arndt took the Commission through an exercise to help determine each Commission member's two (2) top priorities for the next two (2) years.

2021 STRATEGIC PLAN CREATION

The City Commission worked to determine the top 12 items to include on the 2021 Strategic Plan. The following items were identified in no particular order of priority:

1. 911 Radio/Tower Upgrades and Operational Funding
2. Minority Inclusion
3. Downtown
4. Stormwater
5. Southside Enhancements
6. Sports - Bluegrass Downs and Stuart Nelson Park
7. Remote Workers Incentive Program
8. Communications Enhancement
9. City Facilities
10. Develop a plan for Parks Building and Fire Station 4
11. Housing
12. Annexation/Planned Growth

STRATEGIC PLAN ACTION ITEM REVIEW, DISCUSSION AND PRIORITIZATION

City Manager Arndt led the Commission in a review of the current Strategic Plan items. The Commission discussed reporting metrics, communication, special events, and partnership with McCracken County as they relate to the Strategic Plan.

EXECUTIVE SESSION

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board go into closed session for discussion of matters pertaining to the future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b).

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

RECONVENE IN OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Gault to reconvene in open session.

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

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Gault, to adjourn the meeting of the Paducah Board of Commissioners.

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

Meeting ended at approximately 12:43 p.m.

February 5, 2021

ADOPTED: February 23, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 9, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, February 9, 2021, at 5:30 p.m., Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243, all members of the Board of Commissioners participated using video teleconferencing. Further, this meeting was not open to the public. The public was invited to view the meeting on YouTube at <https://www.youtube.com/user/paducahkygov> or on the government access channel Government 11 (Comcast channel 11).

INVOCATION:

Mayor Bray led the invocation

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

CONSENT AGENDA

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

I(A)	Approve Minutes for the January 26, 2021, Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Notice of Regular Meeting for the Board of Commissioners of the City of Paducah,– January 26, 2021 – Virtual Meeting <u>Deed File:</u> 1. Quitclaim Deed – City of Paducah to Troy Edward Jones – Alley Closure Between 1420 Martin Luther King Jr. Drive and 1415 Harrison - ORD 2020-06-8639 2. Quitclaim Deed – City of Paducah to Andrew Suggs - Alley Closure Between 1420 Martin Luther King Jr. Drive and 1415 Harrison – ORD 2020-06-8639 3. Deed of Conveyance – Wayne Strickland (a/k/a Cecil Wayne Strickland) and Nancy Carrol Strickland – 2640 South 24th Street – ORD 2020-09-8565 4. Quitclaim Deed – City of Paducah to Paducah-McCracken County Joint Sewer Agency – Alley Closure extending West of Northview Street – ORD 2020-12-8663 <u>Contract File:</u> 1. Agreement between the City of Paducah and the Paducah Public School System for School Resource Officers – MO #2426 <u>Financials File:</u> 1. Financials for Paducah Water Works – November 2020 and December 2020 <u>Bids File:</u> 1. Official Bidder of Record – Permitting For Dredging Project – HDR Engineering, Inc. - \$266,250 – ORD 2021-01-8670 2. Statement of Qualifications – Flap Gate Replacement Engineering – HDR \$79,550 – ORD 2020-01-8671 3. 2021-2022 Concrete Program

February 9, 2021

	a. Wilkins Construction Company b. Harper Construction
I(C)	Reappointment of Corbin Snarden to the Board of Ethics. Said term shall expire February 10, 2024
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2028 CLAY STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF MARIA ANGELIQUE KORTE IN THE AMOUNT OF \$522.08 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #2427; BK 11)

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

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

RESOLUTION

KENTUCKY TRANSPORTATION FUNDING

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Resolution entitled, “A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, SUPPORTING THE ADDRESSING OF MODERNIZATION OF KENTUCKY’S TRANSPORTATION FUNDING MECHANISMS TO ADDRESS TRANSPORTATION FUNDING NEEDS THROUGH THE COMMONWEALTH.”

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

MUNICIPAL ORDERS

AUTHORIZE PAYMENT TO KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY TO FINALIZE TIF

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING PAYMENT TO THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY FOR TAX INCREMENT FINANCING (TIF) CONSULTANT SERVICES, IN AN AMOUNT OF \$50,000 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5) (MO #2428; BK 11)

APPLICATION FOR FY2020 ASSISTANCE TO FIREFIGHTERS GRANT

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A FY2020 ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF \$27,000, TO BE USED FOR THE PADUCAH FIRE DEPARTMENT TO PURCHASE A MOBILE AIR SUPPLY SYSTEM THAT WOULD PRIVDE ON-SCENE AIR FOR BREATHING SYSTEMS.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5) (MO #2429; BK 11)

ORDINANCE INTRODUCTION

BID AWARD FOR 2021-2022 CONCRETE PROGRAM

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioner introduce an ordinance entitled, “AN ORDINANCE ACCEPTING THE BID FOR THE CITY OF PADUCAH’S CALENDAR YEARS 2021-2022 CONCRETE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: That the City of Paducah accepts the bid of Harper Construction, LLC, for the calendar years 2021-2022 concrete program, at the unit prices and hourly rates listed below, and authorizes the Mayor to execute a contract for same. The contract has a one-year renewal option, ending December 31, 2023, upon mutual agreement by the City and Harper Construction. The prices are as follows:

Concrete Removal and Replacement Unit Prices

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	\$ 23.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	17.50
3	Curb & Gutter (New Construction)	L.F.	14.99
4	Concrete Sidewalk (Remove & Construct)	S.Y.	37.00
5	Concrete Sidewalk (New Construction)	S.Y.	30.00
6	Concrete Handicap Ramp	S.Y.	65.00
7	Concrete Entrance Pavement – 6” (Residential)	S.Y.	58.00
8	Concrete Entrance Pavement – 8” (Commercial)	S.Y.	64.00
9	Concrete Entrance Pavement – 6” M-Mix	S.Y.	65.00
10	Concrete Entrance Pavement – 8” M-Mix	S.Y.	71.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	30.00
12	Gutter Replacement – Granite/Concrete Curb in Place	L.F.	20.00
13	Concrete Header Curb – 12”	L.F.	14.00
14	Concrete Header Curb – 18”	L.F.	15.00
15	Non-Reinforced Concrete 8”	S.Y.	52.00
16	Inlet Repair (Existing)	Each	600.00
17	Reinforced Concrete New Construction –Class A	C.Y.	700.00
18	Deep Saw Cut	L.F.	3.00
19	Perforated Pipe – 4”	L.F.	5.00

Excavation Rates:

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE
1	Trackhoe	HR	\$100.00
2	Backhoe	HR	80.00
3	Compactor/Roller	HR	70.00
4	Dump Truck	HR	90.00
5	Backhoe with Breaker	HR	90.00
6	Small Dozer	HR	90.00
7	Laborer	HR	35.00

February 9, 2021

APPROVE AN AGREEMENT WITH COMMONWEALTH ECONOMICS FOR PROFESSIONAL SERVICES RELATED TO THE TAX INCREMENT FINANCING DISTRICT

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioner introduce an ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COMMONWEALTH ECONOMICS PARTNERS, LLC FOR CONSULTING SERVICES RELATED TO THE TAX INCREMENT FINANCING (TIF) PROGRAM FOR THE PADUCAH RIVERFRONT DEVELOPMENT PROJECT.” This Ordinance is summarized as follows: This ordinance authorizes the Mayor to execute a professional services agreement with Commonwealth Economics Partners, LLC, for services related to the Tax Increment Financing (TIF) Program. This agreement authorizes the expenditure of a flat fee of \$4,000 per month during the period of time related to the State TIF Approval Process. The fee shall change to a flat fee of \$1,750 per month after the completion of the approval process and before the City Block construction phase. The flat fee shall then change to a flat fee of \$3,500 per month during the City Block construction phase. Further, this ordinance authorizes the payment of all outstanding balances due and payable to Commonwealth Economics Partners, LLC. This agreement shall continue until notification of cancellation by either party.

V. DISCUSSION

DISCUSSION OF PADUCAH’S STORMWATER PERMIT THROUGH KENTUCKY DIVISION OF WATER

Communications Manager Pam Spencer offered the following summary:

“City Engineer Rick Murphy along with John Lyons of Strand Associates, Inc. provided an overview of the City’s stormwater permit through the Kentucky Division of Water as required by the federal Clean Water Act. The main goals of this permit are to reduce pollution and protect water quality. Paducah is responsible for regulating its Municipal Separate Storm Sewer System (MS4) which includes the various storm water drainage systems such as streets, catch basins, storm inlets, and other mechanisms. The latest review of Paducah’s MS4 permit by the Kentucky Division of Water notes that the City needs to amend a section of its Code of Ordinances to include a stormwater runoff quality treatment standard.”

CITY MANAGER COMMENTS

- The City Manager was pleased with the Strategic Planning Retreat and thanked the Commission for their participation and feedback.
- There are three interviews scheduled with potential search firms to find a City Manager replacement.
- There will be an environmental specialist (representative of the Department of Transportation) in Paducah on February 23rd to review the BUILD Grant area.

COMMISSIONER COMMENTS

- Commissioner Wilson asked about the COVID vaccine distribution. Mayor Bray stated that he was a participant in a working group to ensure that Paducah gets enough vaccines.

MAYOR COMMENTS

- The State has guaranteed Lourdes and Baptist a weekly allotment of 500 vaccines.
- The Health Department’s allotment will be divided between the five counties it serves in Western Kentucky. The Mayor offered the assistance of City employees to make appointments for people who have registered with the Health Department.
- He was pleased with the excellent interaction during the Strategic Planning Session.

February 9, 2021

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Gault, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Wilson and Mayor Bray (4). Commissioner Henderson was unable to respond due to technical difficulties.

Meeting ended at approximately 6:25 p.m.

ADOPTED: February 23, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 23, 2021

Minute File:

1. Notice of Regular Meeting of the Board of Commissioners – February 9, 2021
2. Notice of Special Called Meeting of the Board of Commissioners – February 5 & 6, 2021
3. Letter to Jacob L. Brown, Dunlap GP – 401 Walter Jetton Blvd.

Contract File:

1. Memorandum of Agreement – Tax Increment Financing Project – **ORD 2019-04-8569**
2. Interlocal Agreement regarding a Kentucky Division of Waste Management Hazardous Household Waste Grant Award – **MO #2371**
3. Interlocal Agreement For Acceptance and Administration of Edward Byrne Justice Assistance Grant (JAG) Award – **MO #2380**
4. Short Form Agreement between City of Paducah and HDR Engineering – Permitting for Dredging Project – **ORD 2021-01-8670**
5. Short Form Agreement between City of Paducah and HDR Engineering – Flap Gate Replacement Project – **ORD 2021-01-8671**
6. Reimbursement Agreement – City of Paducah and Paducah-McCracken County JSA – Video Inspection of All Gravity Drains Traversing the Paducah Local Flood Protection Project – **ORD 2021-01-8672**

Financials File:

1. Midtown Alliance of Neighbors, Inc. – Year Ended December 31, 2019

Bids File:

1. Surplus Property Bid – 2028 Clay Street – bid of Maria Angelique Korte - \$522.08

CITY OF PADUCAH
February 23, 2021

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

Michelle Smolen

City Manager's Office Signature

2/18/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 23, 2021**

NEW HIRES - FULL-TIME (F/T)

<u>INFORMATION TECHNOLOGY</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Powell, Kaitlyn	Network Administrator	\$23.50/hr	NCS	Ex	February 25, 2021
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Sticks, David	Laborer - Parks Maintenance	\$15.22/hr	NCS	Non-Ex	March 11, 2021
<u>POLICE - OPERATIONS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Sutterfield, Julia D.	Police Recruit Officer / Patrolman	\$23.55/hr	NCS	Non-Ex	March 25, 2021
Bumpus, Jeremi L.	Police Recruit Officer / Patrolman	\$23.55/hr	NCS	Non-Ex	March 25, 2021

NEW HIRES - PART-TIME (P/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Adams, David J.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 25, 2021
Barrett, Cary J.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 25, 2021
Johnson, Michael L.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 25, 2021
Screws, Justin D.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 25, 2021
<u>PARKS & RECREATION</u>					
Atkins, Rebecca	Recreation Leader	\$11.00/hr	NCS	Non-Ex	February 25, 2021

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>FIRE - SUPPRESSION</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>
Dalbey, Caleb	Lieutenant/ EMT \$18.75/hr	Captain / EMT \$20.62/hr	NCS	Non-Ex	January 28, 2021
Blackwell, Jacob	Acting Lieutenant/ EMT \$17.85/hr	Lieutenant/ EMT \$17.85/hr	NCS	Non-Ex	January 28, 2021
<u>PARKS & RECREATION</u>					
Wade, Edward	ROW - Streets \$17.91/hr	Laborer - Parks Maintenance \$17.91/hr	NCS	Non-Ex	March 11, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Application and Acceptance of the FY 2022 Highway Safety Grant - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, Joseph Hayes

Presentation By: Brian Laird

Background Information: The Kentucky Transportation Cabinet's Highway Safety has a competitive, discretionary grant program for reimbursement of overtime work involved with traffic safety and for equipment for officers. The program covers several categories of overtime projects (impaired driving, occupant protection, police traffic services and other traffic safety problems areas) that include DUI arrests, speeding citations, seat belt citations, and child restraint citations. Also, due to the number of fatal crashes occurring during nighttime hours across the Commonwealth, and specifically lower nighttime seat belt usage throughout the state, successful applicants will dedicate a minimum of 50% of overtime work to nighttime enforcement.

The PPD has been a successful applicant to this program for several years and is currently implementing this program from the most recent funding cycle. No match is required.

PPD is requesting approval to apply for \$24,032.58 in grant funds for overtime pay for officers, associated fuel costs, and equipment. Upon successful award, PPD will be reimbursed for overtime hours associated with saturation patrols, including fuel costs, and potentially for radar guns.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents and upon a successful award, authorize and direct the Mayor to execute all required grant acceptance documents.

Attachments:

1. MO - FY2022 Highway Safety Grant

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2022 HIGHWAY SAFETY GRANT THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS AND ASSOCIATED FUEL COSTS FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the submission of an application in the amount of \$24,032.58 for a FY2022 Highway Safety Grant through the Kentucky Transportation Cabinet for overtime pay for officers, associated fuel costs, and equipment. No local match is required.

SECTION 2. That the City of Paducah hereby accepts the FY2022 Highway Safety Grant in the sum awarded through the Kentucky Transportation Cabinet for payment of overtime pay for officers and associated fuel costs, and authorizes the Mayor to execute all documents related to same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
mo\grants\app & award – FY2022 Highway Safety Grant – overtime and fuel charges

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Application for the FY2020 Fire Prevention and Safety Grant in the amount of \$12,000 - **S KYLE**

Category: Municipal Order

Staff Work By: Ty Wilson, April Tinsman, Greg Cherry

Presentation By: Steve Kyle

Background Information: The Department of Homeland Security, Federal Emergency Management Agency (FEMA) offers the Fire Prevention and Safety Grant (FP&S) allowing departments to reach a higher level of safety in relation to fire and fire-related hazards in order to mitigate incidences.

The Paducah Fire Department proposes to submit a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the FY2020 Fire Prevention and Safety Program. The Department wishes to purchase a Bullseyes Fire Extinguisher Training System which will allow the department to teach members of the community such as employees of businesses, restaurants, hospitals, hotels, schools, assisted living facilities the proper use of a fire extinguisher, should they need to use one, in a safe controlled environment. This training system can be used indoors or outdoors and will no longer require the use of live fire props.

The estimated cost of the project is \$12,596. There is a 5% match requirement, so the department will be requesting \$12,000.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct Mayor to execute all required grant application documents.

Attachments:

1. MO App Fire Prevention and Safety FEMA 2-21

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR A FIRE PREVENTION AND SAFETY MATCHING GRANT IN AN AMOUNT OF \$12,000 FOR THE PADUCAH FIRE DEPARTMENT.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a grant application and all documents necessary through the Department of Homeland Security, Federal Emergency Management Agency, for a Fire Prevention and Safety matching grant for the Fire Department in the amount of \$12,000 for the purchase a Fire Extinguisher Training System. A 5% local cash match in the amount of \$596 will be provided through the Fire Department’s budget.

SECTION 2. That City staff is hereby authorized to submit the grant application authorized in section 1 above to the Department of Homeland Security, Federal Emergency Management Agency through the FEMA Grant Portal.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 23, 2021
Recorded by Lindsay Parish, City Clerk, February 23, 2021
\\mo\grants\app fire prevention and safety FEMA 02-2021

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Approve Tyler Technologies Contract Amendment for Energov & Munis - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: The City's Enterprise Resource Planning (ERP) project scope includes the implementation of Energov codes and permitting modules. The implementation of Energov started in January of 2020 and the internal go-live is scheduled in March of 2021. This contract amendment is essentially re-allocating budget between line items. The amendment removes the \$5,100 from the forms library (permits and letters) and adds \$2,100 for 1.5 Energov implementation days as well as \$2,800 for customer contact information conversions. The amendment also reallocates 2 Munis implementation days to 2 Energov implementation days. This contract amendment reduces the Tyler contract amount by \$200.

Energov will provide an enhanced codes and permitting experience for our community. Thanks to the hard work of the Fire Prevention, Engineering, Planning, Administration and IT project team, the internal software will be functioning at the beginning of March. The project team is working with the Communications Manager to notify the public of new internal software.

The project team is also dedicated to providing online services to the public. The public facing online permitting features will be rolled out over this calendar year and will have a robust communication plan. The software will be demonstrated for the Board of Commissioners at a future meeting.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): CI -11: Continue to develop a dynamic, interactive, resource-rich website, online services and social media presence.

Funds Available: Account Name: ERP Software Project

Account Number: EQ0022

Staff Recommendation: Approve the Tyler Technologies Contract Amendment

Attachments:

1. MO contract-software-amendment-tyler 2-2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO
EXECUTE AN AMENDMENT TO THE AGREEMENT
WITH TYLER TECHNOLOGIES FOR THE LICENSE OF
SOFTWARE AND THE PROCUREMENT OF RELATED
PRODUCTS AND SERVICES

WHEREAS, by Ordinance No. 2016-6-8373, the City and Tyler Technologies, Inc. executed a contract for Tyler to provide software and related products and services that will accommodate the City's data processing needs; and

WHEREAS, Ordinance No. 2018-6-8534 amended the contract to include 18 post implementation days from the initial RFP response to be shared across all six phases; and

WHEREAS, Municipal Order No. 2142 amended the contract to allow for the \$23,000 designated for conversions and forms to be used instead for 18 additional implementation days at a cost of \$22,950; and

WHEREAS, Municipal Order No. 2284 to amended the agreement with Tyler Technologies to remove certain services and to add services related to the implementation of Energov software; and

WHEREAS, Municipal Order No. 2333 amended the agreement with Tyler Technologies to convert Codes & Permitting business process consulting costs to implementation days for the Energov implementation, remove the Property Tax Enhancement for tax bill installments and converting the budget to an additional property tax form and travel expenses, and change the Statement of Work dates for property tax, payroll & HR and work orders; and

WHEREAS, Municipal Order No. 2352 amended the agreement with Tyler Technologies to allocate funds from the travel line to the custom programming related to property tax billing forms; and

WHEREAS, the City of Paducah now desires to amend the agreement with Tyler Technologies to remove \$5,100 from the forms library, add \$2,100 for 1.5 Energov implementation days, add \$2,800 for customer contact information conversions, reallocate 2 Munis implementation days to 2 Energov implementation days, and reduce the Tyler contract amount by \$200.

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

SECTION 1. That the City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. in order to remove \$5,100 from the forms library, add \$2,100 for 1.5 Energov implementation days, add \$2,800 for customer contact information conversions, reallocate 2 Munis implementation days to 2 Energov implementation days, and reduce the Tyler contract amount by \$200.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the "Amendment" in behalf of the City.

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, _____
Recorded by Lindsay Parish, City Clerk, _____
\\ord\contract-software-amendment-tyler 2-2021

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Accept Donation of Property - 540 Locust Drive - **S KYLE**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Presley Ray Darnell would like to donate this property to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-developemtn.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize Mayor George Bray to sign the deed transferring 540 Locust Drive to the City of Paducah.

Attachments:

1. MO 540 Locust Drive

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL
PROPERTY LOCATED AT 540 LOCUST DRIVE TO THE CITY OF PADUCAH,
AND AUTHORIZING THE MAYOR TO EXECUTE A CONSIDERATION
CERTIFICATE IN THE DEED OF CONVEYANCE FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the donation of real
property located at 540 Locust Drive owned by Presley Ray Darnell.

SECTION 2. The Mayor is hereby authorized to execute a Consideration
Certificate in the Deed of Conveyance between Presley Ray Darnell, and the City of
Paducah to transfer the real property to the City.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 23, 2021
Recorded by Lindsay Parish, City Clerk, February 23, 2021
\mo\prop donated – 540 Locust Drive

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Accept Donation of Property - 1246 South 6th Street - **S KYLE**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: The property owners Jeanie Embry and Kathy Hayes would like to donate this property to the City of Paducah. An emergency demolition was done on this property due to structure fire located at 1246 S. 6th Street. The house burned on 12-08-2020 and the demolition was done 12-09-2020. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize Mayor George Bray to sign the deed transferring 1246 South 6th Street to the City of Paducah.

Attachments:

1. MO 1246 South 6th

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL
PROPERTY LOCATED AT 1246 SOUTH 6TH STREET TO THE CITY OF
PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE A
CONSIDERATION CERTIFICATE IN THE DEED OF CONVEYANCE FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the donation of real
property located at 1246 South 6th Street owned by Jeanie Embry and Kathy Hayes.

SECTION 2. The Mayor is hereby authorized to execute a Consideration
Certificate in the Deed of Conveyance between Jeanie Embry and Kathy Hayes, and the
City of Paducah to transfer the real property to the City.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 23, 2021
Recorded by Lindsay Parish, City Clerk, February 23, 2021
\mo\prop donated – 1246 South Sixth Street

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Application for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant in an amount of \$835,754.13 - **S KYLE**

Category: Municipal Order

Staff Work By: Ty Wilson, Matt Tinsley

Presentation By: Steve Kyle

Background Information: The FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) grant program is one of three grant programs that comprise FEMA's focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

The Paducah Fire Department desires to apply for this grant and to use the funding to hire 3 new firefighters in the amount of \$835,754.13. With enhanced staffing levels, we should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene. The grant covers the salary of firefighters for a 36 month period. COLA increases are not covered by the grant. That amount will be budgeted for by the Fire Department. The amount to be made up by the Fire Department in years 2 and 3 will be approximately \$19,943.04 total. No match will be required for this match.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents.

Attachments:

1. MO SAFER Grant App

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AN FY2020 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FUNDED THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN THE AMOUNT OF \$835,754.13 FOR THE HIRING OF THREE FIREFIGHTERS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1: The Mayor is hereby authorized to execute all documents necessary to apply for an FY2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funded through the Federal Emergency Management Agency (FEMA) in the amount of \$835,754.13 for the hiring of three firefighters. The grant will provide for the cost of employment for a 36-month period. COLA increases are not covered by the grant and will be budgeted for by the Fire Department. No local or in-kind match is required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 23, 2021
Recorded by Lindsay Parish, City Clerk, February 23, 2021
\\mo\grants\ APP - SAFER Grant – Fire FY2020

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: MAP~GIS ESRI License 3-year Renewal \$210,000 - **S CHINO**

Category: Municipal Order

Staff Work By: Stephen Chino

Presentation By: Stephen Chino

Background Information: In 1999, the McCracken and Paducah Geographic Information System (MAP~GIS) was formed in order that the member agencies could coordinate their efforts in the development and maintenance of a computer mapping system for McCracken County. The partnership between McCracken County, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency continues this strong development partnership by continuing an agreement with the computer mapping GIS software vendor ESRI. This contract allows the MAP~GIS member agencies to pool together its software licenses and leverage funds previously paid in maintenance to ESRI, which has resulted in an annual savings of over \$100,000 per year between the six agencies. The contract allows each agency to obtain virtually unlimited licensed copies of most all software offered by ESRI. In doing so, each MAP~GIS member agency has available the full potential of the ESRI GIS computer mapping software unlocking many new opportunities for development of each of the members' systems. This contract will continue the agreement among the consortium agencies for another three year contract period from January 1, 2021 through December 31, 2023.

The Multi-Jurisdictional License Agreement is a 3 year agreement at \$70,000 per year (\$210,000 total). The City will be the administrator of the licenses and the contract and the consortium members are named as additional licensed entities. Through the Interlocal Agreement, each member agency will be billed a percentage of the total \$70,000 based on the current amount of licenses they hold and online accounts that their respective agency uses. The City's portion for each Fiscal Year 2021, 2022, and 2023 will be \$17,052.00. The remaining \$52,948.00 will be paid from the MAP~GIS project account for the participating consortium members.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Computer Software Maintenance
MAP~GIS Project Account

Account Number: 1000-05-0501-GG-00000-00000-522020
GIS001-000-20000-20016

Staff Recommendation: Adopt a Municipal Order authorizing the execution of a contract between the City of Paducah and the members of the MAP~GIS Consortium for the acquisition and administration of a Multi-Jurisdictional Enterprise License Agreement with ESRI and authorizing the Mayor to execute documents relating to the ELA.

Attachments:

1. MO ESRI Agreement
2. Paducah EA Renewal Quote Extended Q-406165-20210112-1539
3. InterlocalAgreementSigned

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING A CONTRACT BETWEEN ESRI AND THE CITY OF PADUCAH, ON BEHALF OF THE MEMBERS OF THE MAP~GIS CONSORTIUM, FOR A MULTI-JURISDICTIONAL ENTERPRISE LICENSE AGREEMENT

WHEREAS, McCracken County, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency formed a consortium named MAP~GIS through an Interlocal Agreement in order to coordinate their efforts in the development and maintenance of a computer mapping system for McCracken County; and

WHEREAS, in 2011, the City, on behalf of the consortium, entered into an agreement with ESRI, a computer mapping GIS software vendor, for a Multi-Jurisdictional Enterprise License; and

WHEREAS, in 2014, the contract was executed for another 3-year period, beginning in January 1, 2015 and ending December 31, 2017; and

WHEREAS, in 2017, the contract was executed for another 3-year period beginning January 1, 2018 and ending December 31, 2020; and

WHEREAS, MAP~GIS wishes to continue services with ESRI for another 3 years.

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

SECTION 1. That the Mayor is hereby authorized to execute a contract with ESRI for the acquisition and administration of a Multi-Jurisdictional Enterprise License Agreement with the City on behalf of the members of the MAP~GIS Consortium, in an amount not to exceed \$70,000, per year, for a total of \$210,000 for a three (3) year agreement. The contract will become effective January 1, 2021 and end December 31, 2023.

SECTION 2. Through the Interlocal Agreement, each member agency will be billed a percentage of the total \$70,000 based on the current amount of licenses held and the online accounts that their respective agency uses. The City's portion for each Fiscal Year 2021, 2022, and 2023 will be \$17,052.00. The remaining \$52,948.00 per fiscal year will be paid from the MAP~GIS project account for the participating consortium members.

SECTION 3. Funds for this expenditure shall be charged to the following accounts:

Computer Software Maintenance
Account Number: 1000-05-0501-GG-00000-00000-522020

Account Name: MAP~GIS Project Account
Account Number: GIS001-000-20000-20016

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\agree ESRI 2021-2023



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 3/29/2021*

Quotation # Q-406165

Date: January 12, 2021

Customer # 228267 Contract # ENTERPRISE
AGREEMENT

McCracken & Paducah Geographic
Information System Map GIS
300 S 5th St
Paducah, KY 42003

ATTENTION: Stephen Chino
PHONE: (270) 444-8622 x2017
EMAIL: schino@paducahky.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$66,000.00	\$66,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$66,000.00	\$66,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$66,000.00	\$66,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

John Borisenko

Email:

jborisenko@esri.com

Phone:

909.369.8530 x8530

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BORISENKOJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-406165

Date: January 12, 2021

Customer # 228267 Contract # ENTERPRISE AGREEMENT

McCracken & Paducah Geographic
Information System Map GIS
300 S 5th St
Paducah, KY 42003

ATTENTION: Stephen Chino
PHONE: (270) 444-8622 x2017
EMAIL: schino@paducahky.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 3/29/2021*

Subtotal:	\$198,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$198,000.00

*Thank you for your interest in the products and services offered by Esri. I have provided a quotation per your request. Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Esri Customer Service for processing. Faxes may be sent toll-free to (909) 307-3083.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to Esri, P.O. Box 741076, Los Angeles, CA 90074-1076.

If you have any questions regarding this quotation, please feel free to contact me. You will find my contact information at the bottom of the page. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service toll free at (888) 377-4575.

The following items are optional items listed for your convenience.

These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
161877	1	\$50,350.00	\$50,350.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

John Borisenko

Email:

jborisenko@esri.com

Phone:

909.369.8530 x8530

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

BORISENKOJ

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Quotation # Q-406165

Date: January 12, 2021

Customer # 228267 Contract # ENTERPRISE AGREEMENT

McCracken & Paducah Geographic
Information System Map GIS
300 S 5th St
Paducah, KY 42003

ATTENTION: Stephen Chino
PHONE: (270) 444-8622 x2017
EMAIL: schino@paducahky.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 3/29/2021

Material	Qty	Unit Price	Total
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Small Government and Local Utility EA Esri Enterprise Advantage Program (EEAP): 50 Technical Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Technical Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

161877	1	\$50,350.00	\$50,350.00
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Small Government and Local Utility EA Esri Enterprise Advantage Program (EEAP): 50 Technical Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Technical Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

161877	1	\$50,350.00	\$50,350.00
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Small Government and Local Utility EA Esri Enterprise Advantage Program (EEAP): 50 Technical Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Technical Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached,

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

John Borisenko

Email:

jborisenko@esri.com

Phone:

909.369.8530 x8530

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BORISENKOJ

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-406165

Date: January 12, 2021

Customer # 228267 Contract # ENTERPRISE AGREEMENT

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Information System Map GIS
300 S 5th St
Paducah, KY 42003

ATTENTION: Stephen Chino
PHONE: (270) 444-8622 x2017
EMAIL: schino@paducahky.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 3/29/2021

Material	Qty	Unit Price	Total
or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/en-us/legal/terms/services .			
168441	1	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement			
168441	1	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement			
168441	1	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: John Borisenko	Email: jborisenko@esri.com	Phone: 909.369.8530 x8530
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

BORISENKOJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Tracker for ArcGIS Enterprise
 50 ArcGIS Tracker for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**INTERLOCAL AGREEMENT FOR PURCHASE OF AN ESRI SOFTWARE ENTERPRISE LICENSE AGREEMENT
FOR MEMBERS OF THE MCCrackEN AND PADUCAH GIS CONSORTIUM**

THIS AGREEMENT made and executed by and between MCCrackEN COUNTY, KENTUCKY ("McCracken County"), CITY OF PADUCAH, KENTUCKY ("City of Paducah"), PADUCAH WATER ("Paducah Water"), PADUCAH POWER ("Paducah Power"), PADUCAH-MCCrackEN COUNTY EMERGENCY COMMUNICATION SERVICE BOARD ("E-911"), and the PADUCAH-MCCrackEN COUNTY JOINT SEWER AGENCY ("JSA").

WITNESETH:

WHEREAS, McCracken County, City of Paducah, Paducah Water, and Paducah Power entered into an interlocal agreement adopted by a McCracken Fiscal Court Order on March 9, 1999 and adopted by City of Paducah by Ordinance No. 99-1-5988, whereby the parties coordinated their efforts in the development and maintenance of a Geographic Information System (GIS) for the mapping of McCracken County, Kentucky.

WHEREAS, E-911 was amended as a participating agency through an addendum to the interlocal agreement dated August 22, 2002.

WHEREAS, JSA was amended as a participating agency through an addendum to the interlocal agreement dated August 17, 2004.

WHEREAS, the parties to the aforesaid interlocal agreement operate generally under the assumed name of MAP~GIS Consortium.

WHEREAS, GIS is recognized as a tool for accomplishing resource efficiency and collaborative data development in McCracken County and serves a valid public purpose.

WHEREAS, GIS has become an integral part of the operations of the members of the MAP~GIS Consortium.

WHEREAS, the services of the City as described herein are for the direct benefit of all of the members of the MAP~GIS Consortium.

WHEREAS, currently the City, Paducah Water, Paducah Power, and JSA each have individual contracts with the Environmental Systems Research Institute, Inc., ("ESRI") for the use of certain ESRI software licenses; and

WHEREAS, McCracken County, City of Paducah, Paducah Water, Paducah Power, E-911, and JSA as members of the MAP~GIS Consortium desire to cooperatively join together and contract with ESRI for a Multi-Jurisdictional Enterprise License Agreement that each member may have the right to use.

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

SECTION 1: PURPOSE Pursuant to the Kentucky Interlocal Cooperation Act KRS 65.210, et seq., McCracken County, City of Paducah, Paducah Water, Paducah Power, E-911, and JSA do hereby cooperatively authorize the City of Paducah on behalf of the members of the MAP~GIS Consortium to enter into an ESRI Multi-Jurisdictional Enterprise License Agreement in order for each member to have the right to use, deploy, and administer certain ESRI software licenses for a initial term of three years and to negotiate subsequent agreements with ESRI for the continued right to use and deploy certain ESRI software licenses after the expiration of the initial term.

SECTION 2: ADMINISTRATION The ESRI Multi-Jurisdictional Enterprise License Agreement including software licenses shall be administered by the City of Paducah. The City of Paducah shall also be responsible for billing each member of the MAP~GIS Consortium their proportionate share of all fees and costs incurred under the ESRI Multi-Jurisdictional Enterprise License Agreement as set forth in Sections 3 and 4. No party to this Agreement shall be required to pay compensation to any other party for services rendered hereunder. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon a complete or partial termination of this Agreement.

SECTION 3: BUDGET-FUNDING FOR INITIAL CONTRACT Each member of the MAP~GIS Consortium shall be responsible for their proportionate share of all fees and costs incurred under the ESRI Multi-Jurisdictional Enterprise License Agreement and any renewals or extensions thereto. Each members funding percentage during the initial 3 year term of the ESRI Multi-Jurisdictional Enterprise License Agreement is based upon the fees and costs each member is currently (as of October 2011) paying ESRI under their separate contract for the use of the ESRI software licenses. The annual funding payments shall be due within fifteen (15) days of receipt of the billing invoice. The funding percentages below will be used for the initial three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement:

Agency	Annual Funding Percentage	Estimated Annual Funding Payment
City of Paducah	36.21%	\$18,103.50
McCracken County	2.29%	\$1,144.34
E-911	3.39%	\$1,693.63,
Paducah Water	11.33%	\$5,663.58
Paducah Power	32.73%	\$16,365.02
JSA	14.06%	\$7,029.93

McCracken County's and E-911's percentage share of the fees and costs incurred during the initial three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement will be paid by the City of Paducah out of the funds received from the Contract For Geographic Information Systems Services so long as such contract continues to exist. Should McCracken County or E-911 decide at any time to utilize the ESRI software licenses authorized through the ESRI Multi-Jurisdictional Enterprise License Agreement, then that member shall be billed their respective funding percentage separate from the Contract For Geographic Information Systems Services. Each member shall be entitled to a one time

credit to be applied toward the first annual funding payment for any fees and costs already paid by each member to ESRI under their individual contracts for the same time period covered by the of the ESRI Multi-Jurisdictional Enterprise License Agreement. The entire annual funding payment shall be due from each member for the remaining two years of the three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement.

SECTION 4: BUDGET-FUNDING OF RENEWAL CONTRACTS Annual funding payments for any renewal license agreement with ESRI will be negotiated among the MAP~GIS Consortium members at the appropriate time prior to the expiration of the then current term of the ESRI Multi-Jurisdictional Enterprise License Agreement. License usage levels will be monitored throughout the term of the ESRI Multi-Jurisdictional Enterprise License Agreement and any renewal contracts to provide a basis on which to evaluate amounts paid by each MAP~GIS Consortium member.

SECTION 5: RELATIONSHIP TO EXISTING INTERLOCAL AGREEMENT This Agreement is not intended to supersede or conflict with any provision of the GIS Mapping Interlocal Agreement or the Contract For Geographic Information Systems Services.

SECTION 6: DURATION OF AGREEMENT This Agreement shall remain in full force and effect during the initial three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement Contract. Such term shall automatically renew for an additional period of time coinciding with any renewal agreements with ESRI for software licenses, unless McCracken County, City of Paducah, Paducah Water, Paducah Power, E-911, or JSA terminates this Agreement. Any member may terminate this Agreement by providing to the other members a 12-month prior written notification of such member's intent to terminate this Agreement. Upon termination of this Agreement by any member, this Agreement may continue without the terminating member at the discretion of the remaining members.

SECTION 7: MISCELLANEOUS PROVISION This Agreement represents the entire understanding and Agreement reached between the parties, and all prior covenants, agreements, presentations and understandings are merged herein. This Agreement shall be fully binding upon the parties hereto and shall be deemed fully enforceable in accordance with the terms and provisions hereof. If any provision of this Agreement shall be held invalid or unenforceable under any applicable laws, such invalidity shall not affect any other provision of this Agreement. No party shall assign this Agreement or any rights or obligations hereunder. This Agreement shall not be modified or altered, except by written amendment approved by all parties hereto. Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally (which includes notices given by messenger) or, if delivered by U.S. mail. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky in McCracken County.

SECTION 8: EFFECTIVE DATE The effective date of this Agreement shall be on the date when said Agreement is executed by McCracken County, City of Paducah, Paducah Water, Paducah Power, E-

911, and JSA and approved by the Governor's Office of Local Development and the Multi-Jurisdictional ESRI Enterprise License Agreement is signed by all parties.

WITNESS these signatures of the undersigned.

MCCRACKEN COUNTY, KENTUCKY

By:  12/21/2011
Van Newberry, Judge-Executive Date

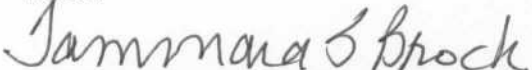
Attest:


Fiscal Court Clerk

CITY OF PADUCAH, KENTUCKY

By:  12-21-2011
William F. Paxton III, Mayor Date

Attest:


City Clerk

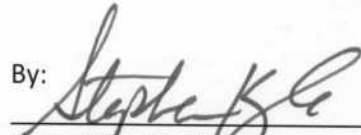
PADUCAH WATER

By:  12/5/11
Glen Anderson, General Manager Date

PADUCAH POWER

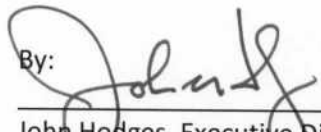
By:  1/3/2012
David Clark, General Manager Date

PADUCAH/MCCRACKEN COUNTY E-911 EMERGENCY COMMUNICATION SERVICES ("E-911")

By: 
Steve Kyle, Chairman

12-5-11
Date

PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY ("JSA")

By: 
John Hodges, Executive Director

12/1/11
Date

This instrument was prepared by:


DENTON & KEULER, LLP
P.O. BOX 929
PADUCAH KY 42002-0929
www.dklaw.com

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
700 CAPITAL AVENUE, SUITE 118
FRANKFORT, KENTUCKY 40601-3449
(502) 696-5300

INTERLOCAL COOPERATION AGREEMENT

Between

MCCRACKEN COUNTY, KENTUCKY, CITY OF PADUCAH, KENTUCKY, PADUCAH WATER, PADUCAH POWER,
PADUCAH-MCCRACKEN COUNTY EMERGENCY COMMUNICATION SERVICE BOARD,
and the PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY

Approved May 30, 201³₂

By: Ryan Halloran, Assistant Attorney General for
Jack Conway, Attorney General

RECEIVED AND FILED
DATE June 24, 2013

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY [Signature]

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
700 CAPITAL AVENUE, SUITE 118
FRANKFORT, KENTUCKY 40601-3449
(502) 566-5200

INTERNAL COOPERATION AGREEMENT

Between

MCCracken County, Kentucky, City of Paducah, Kentucky, Paducah Water, Paducah Town, Paducah-McCracken County Emergency Communication Service Board, and the Paducah-McCracken County Joint Service Agency

BY _____
ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
RECEIVED AND FILED
DATE _____

Chs Long
Paid \$ 22.00 Recording Fee
Paid \$ _____ Deed Tax
Filed 6 day of June 2013
at 8:30 A. M o'clock
JEFF JERRILL, Clerk
BY Jeff Jerrill D.C.

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Bid Award for 2021-2022 Concrete Program - **R MURPHY**

Category: Ordinance

Staff Work By: Brandy Topper-Curtiss

Presentation By: Rick Murphy

Background Information: On December 15, 2020, bids were opened and read aloud for the City of Paducah's 2021-2022 Concrete Program. This program consists of the completion of concrete work within the City such as sidewalks, curb & gutter, concrete entrances and storm inlets. Two bids were received, with Harper Construction, LLC, submitting the lowest evaluated bid. The concrete unit prices, along with excavation hourly rates will begin upon execution of the contract and end December 31, 2022. The contract has a one-year renewal option, ending December 31, 2023, upon the mutual agreement of both parties.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): I-6: Design and construct pedestrian safety improvements-crosswalks, sidewalks, flashing lights, etc.

Funds Available: Account Name: MAP Program

Account Number: 23002217

Staff Recommendation: To receive and file the bids submitted for the 2021-2022 Concrete Program and adopt an Ordinance authorizing the Mayor to enter into a contract with Harper Construction, LLC, for the concrete unit prices and excavation hourly rates listed on the attached bid tab for the 2021 and 2022 calendar years ending December 31, 2022; and to authorize the Mayor, subsequent to the recommendation of the City Engineer, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2023 calendar year ending December 31, 2023, upon the mutual agreement of both parties.

Attachments:

1. ORD - Concrete program 2021-2022
2. 2021-2022 Concrete Agreement
3. Bid Tab for 2021-2022 Concrete Program
4. Paducah Sun Ad Placement

ORDINANCE NO. 2021-02-_____

AN ORDINANCE ACCEPTING THE BID OF HARPER CONSTRUCTION LLC, FOR THE CITY OF PADUCAH'S 2021-2022 CONCRETE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Harper Construction, LLC, for the calendar years 2021 and 2022 concrete program, with the option of a one-year extension, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Harper Construction, LLC, of December 15, 2020, for the following unit prices and hourly rates:

Concrete Removal and Replacement Unit Prices

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	\$ 23.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	17.50
3	Curb & Gutter (New Construction)	L.F.	14.99
4	Concrete Sidewalk (Remove & Construct)	S.Y.	37.00
5	Concrete Sidewalk (New Construction)	S.Y.	30.00
6	Concrete Handicap Ramp	S.Y.	65.00
7	Concrete Entrance Pavement – 6" (Residential)	S.Y.	58.00
8	Concrete Entrance Pavement – 8" (Commercial)	S.Y.	64.00
9	Concrete Entrance Pavement – 6" M-Mix	S.Y.	65.00
10	Concrete Entrance Pavement – 8" M-Mix	S.Y.	71.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	30.00
12	Gutter Replacement – Granite/Concrete Curb in Place	L.F.	20.00
13	Concrete Header Curb – 12"	L.F.	14.00
14	Concrete Header Curb – 18"	L.F.	15.00
15	Non-Reinforced Concrete 8"	S.Y.	52.00
16	Inlet Repair (Existing)	Each	600.00
17	Reinforced Concrete New Construction –Class A	C.Y.	700.00
18	Deep Saw Cut	L.F.	3.00
19	Perforated Pipe – 4"	L.F.	5.00

Excavation Rates:

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE
1	Trackhoe	HR	\$100.00
2	Backhoe	HR	80.00
3	Compactor/Roller	HR	70.00
4	Dump Truck	HR	90.00
5	Backhoe with Breaker	HR	90.00
6	Small Dozer	HR	90.00
7	Laborer	HR	35.00

SECTION 2. The Mayor is hereby authorized to execute a contract with Harper Construction, LLC, for concrete work at the unit prices and hourly rates as accepted in Section 1 above, according to the specifications, bid proposal and contract documents heretofore approved and incorporated in the bid of December 15, 2020.

SECTION 3. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for 2021-2022 calendar years ending December 31, 2022. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional One-Year Renewal Agreement extending the contract period for the 2023 calendar year ending December 31, 2023, upon the mutual agreement of both parties. If agreed, this renewal option shall be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have concrete work completed at the quoted prices until the parties have executed the One-Year Renewal Agreement. However, in no case shall the Seller be bound to sell the contract material at these prices past December 31, 2022.

SECTION 4. Expenditures for the City's concrete program shall be charged to the MAP Program Account No. 2300 2217.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 9, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\concrete program 2021-2022

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR THE 2021-2022 CONCRETE PROGRAM

THIS AGREEMENT, made this _____ day of February, 2021 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **HARPER CONSTRUCTION, LLC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2021-2022 CONCRETE PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2021 calendar year and the 2022 calendar year ending December 31, 2022. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending December 31, 2023, upon the mutual agreement of both parties. The City Engineer, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2022.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Concrete Removal and Replacement Work and Excavation Work as quoted in the Bid Proposal by the Contractor dated December 15th, 2020, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

Bid prices shall begin upon the execution of this Agreement. Bid prices are firm and will not be altered during the contract period. The Bidder agrees that no minimum amount of purchase shall be required. Bids shall include sales tax and all other applicable taxes and fees.

Concrete Removal and Replacement Unit Prices

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	\$23.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	\$17.50
3	Curb & Gutter (New Construction)	L.F.	\$14.99
4	Concrete Sidewalk (Remove & Construct)	S.Y.	\$37.00
5	Concrete Sidewalk (New Construction)	S.Y.	\$30.00
6	Concrete Handicap Ramp	S.Y.	\$65.00
7	Concrete Entrance Pavement – 6" (Residential)	S.Y.	\$58.00
8	Concrete Entrance Pavement – 8" (Commercial)	S.Y.	\$64.00
9	Concrete Entrance Pavement – 6" M-Mix	S.Y.	\$65.00
10	Concrete Entrance Pavement – 8" M-Mix	S.Y.	\$71.00
11	Granite Curb Reset with new Concrete Gutter	L.F.	\$30.00
12	Gutter Replacement – Granite/Concrete Curb in Place	L.F.	\$20.00
13	Concrete Header Curb – 12"	L.F.	\$14.00
14	Concrete Header Curb – 18"	L.F.	\$15.00
15	Non-Reinforced Concrete 8"	S.Y.	\$52.00
16	Inlet Repair (Existing)	Each	\$600.00
17	Reinforced Concrete New Construction –Class A	C.Y.	\$700.00
18	Deep Saw Cut	L.F.	\$3.00
19	Perforated Pipe – 4"	L.F.	\$5.00

Excavation Rates:

ITEM NO	DESCRIPTION	UNIT	HOURLY RATE
1	Trackhoe	HR	\$100.00
2	Backhoe	HR	\$80.00
3	Compactor/Roller	HR	\$70.00
4	Dump Truck	HR	\$90.00
5	Backhoe with Breaker	HR	\$90.00
6	Small Dozer	HR	\$90.00
7	Laborer	HR	\$35.00

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____

ADDRESS:
616 Northview St
Paducah, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

**CITY OF PADUCAH
ENGINEERING DEPARTMENT**

**2021-2022 Concrete Program
Bid Opening: Tuesday, December 15th, 2020 2:00 PM CST**

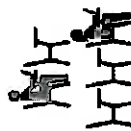
BIDDERS:				Recommend Acceptance			
				Harper Construction, LLC 616 Northview St. Paducah, KY 42001		Wilkins Construction Co., Inc. P.O. Box 3027 Paducah, KY 42002-3027	
CONCRETE REMOVAL AND REPLACEMENT							
ITEM NO	DESCRIPTION	UNIT	Avg 1 YR TOTAL	UNIT BID PRICE	AVG 1-YR TOTAL x UNIT BID PRICE	UNIT BID PRICE	AVG 1-YR TOTAL x UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	2500	\$23.00	\$57,500.00	\$32.00	\$80,000.00
2	Curb & Gutter (Adjacent to Roadside Edge)	L.F.	1000	\$17.50	\$17,500.00	\$22.14	\$22,140.00
3	Curb & Gutter (New Construction)	L.F.	1500	\$14.99	\$22,485.00	\$17.24	\$25,860.00
4	Concrete Sidewalk	S.Y.	6000	\$37.00	\$222,000.00	\$44.50	\$267,000.00
5	Concrete Sidewalk (New Construction)	S.Y.	500	\$30.00	\$15,000.00	\$38.38	\$19,190.00
6	Concrete Handicap Ramp	S.Y.	250	\$65.00	\$16,250.00	\$51.06	\$12,765.00
7	Concrete Entrance Pavement - 6"	S.Y.	500	\$58.00	\$29,000.00	\$65.32	\$32,660.00
8	Concrete Entrance Pavement - 8"	S.Y.	800	\$64.00	\$51,200.00	\$70.24	\$56,192.00
9	Concrete Entrance Pavement - 6" M Mix	S.Y.	15	\$65.00	\$975.00	\$75.92	\$1,138.80
10	Concrete Entrance Pavement - 8" M-Mix	S.Y.	40	\$71.00	\$2,840.00	\$82.11	\$3,284.40
11	Granite Curb Reset with new Concrete Gutter	L.F.	1800	\$30.00	\$54,000.00	\$42.34	\$76,212.00
12	Gutter Replacement - Granite/Concrete Curb in Place	L.F.	100	\$20.00	\$2,000.00	\$30.08	\$3,008.00
13	Concrete Header Curb - 12"	L.F.	20	\$14.00	\$280.00	\$24.68	\$493.60
14	Concrete Header Curb - 18"	L.F.	50	\$15.00	\$750.00	\$25.83	\$1,291.50
15	Non-Reinforced Concrete 8"	S.Y.	250	\$52.00	\$13,000.00	\$60.00	\$15,000.00
16	Inlet Repair (Existing)	Each	20	\$600.00	\$12,000.00	\$725.00	\$14,500.00
17	Reinforced Concrete New Construction Class A	C.Y.	50	\$700.00	\$35,000.00	\$1,000.00	\$50,000.00
18	Deep Saw Cut	L.F.	1000	\$3.00	\$3,000.00	\$5.00	\$5,000.00
19	Perforated Pipe – 4"	L.F.	100	\$5.00	\$500.00	\$11.40	\$1,140.00
					\$555,280.00		\$686,875.30
EXCAVATION HOURLY RATES							
ITEM NO	DESCRIPTION	UNIT		HOURLY RATE		HOURLY RATE	
1	Trackhoe	Per Hour		\$100.00		\$120.00	
2	Backhoe	Per Hour		\$80.00		\$85.00	
3	Compactor/Roller	Per Hour		\$70.00		\$70.00	
4	Dump Truck	Per Hour		\$90.00		\$85.00	
5	Backhoe with Breaker	Per Hour		\$90.00		\$95.00	
6	Small Dozer	Per Hour		\$90.00		\$100.00	
7	Laborer	Per Hour		\$35.00		\$45.00	
Concrete Supplier			Federal Materials / Southern Concrete		Federal Materials / Kotter/ Southern Concrete		

PUBLIC NOTICE

The City of Paducah, Engineering Department will receive bids for the City of Paducah's 2021-2022 Concrete Program by 2:00 P.M., December 15th, 2020. All Bids received will be opened and read aloud, virtually via ZOOM. Digital Bid Documents may be obtained by calling the office of the Engineering Department at 270.444.8511. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

EMPLOYMENT

0204

HOTFACTS
"hotjobs"

41%

of people took
a non-traditional career
choice in the past year.PUT YOUR NEW
LIVING SPACE TO WORK AT
paducahsun.com

0232

Now Hiring for a Up-
lifting Community
Manager. Offering
competitive pay, 401
k, and Health Bene-
fits. Send Resume at
johnson@tiagship-
communities.com.
270-331-6795

0264

NOTE TO PARENTS:
Kentucky State
Law requires
licensing for child
care facilities
providing care for 4
or more children
not related to the
licensee by blood,
marriage or
adoption.

0563

**MISC. ITEMS
FOR SALE**

**THIS NEWSPAPER
COULD BE YOURS
EVERY DAY!**
What better gift to
give yourself or a
friend.

Call The Paducah
Sun Customer
Service Dept for
details. 575-8800
or 1-800-598-1771.

**REAL ESTATE FOR
RENT**

0605



**PUBLISHER'S
NOTICE**
All real estate
advertised herein
is subject to the
Federal Fair
Housing Act which
makes it illegal to
advertise any
preferences,
limitations, or
discrimination
based on race,
color, religion, sex,
handicap, familial
status or national
origin, or intention
to make any such
preferences,
limitations or
discrimination.
State laws forbid
discrimination in
the sale, rental or
advertising of real
estate based on
factors in addition
to those protected
under federal law.
We will not
knowingly accept
any advertising for
real estate which is
in violation of the

0670

**FAIR-HURST BUILD-
ING**
131 Naim St.
Two suites available
296 & 1,050 sq. ft.
Fairhurst Realty
270-442-5474

**REAL ESTATE FOR
SALE**

0710

**SEEING is believ-
ing! Don't buy
property based on
pictures or repres-
entations. For free
information about
avoiding time-
share and real es-
tate scams, write
the Federal Trade
Commission at
Washington, DC
20580 or call the
National Fraud In-
formation Center,
1-800-376-7060.**

FINANCIAL

0910

**GOVERNMENT
WILL-LIFE JOBS!**
Great Pay and
Benefits. No
Experience
Necessary. The
ticket to a dream
job might really be
a secret. To protect
yourself, call the
Federal Trade
Commission
1-877-FTC-HELP.
or visit www.ftc.gov

A public service
message from The
November

NOTICE TO CREDITORS
PUBLISHED IN KRS 424.340. The following executor/administrators/guardians have been approved.

0910

**SOME ads in this
classification are
not necessarily for
"help wanted" but
for employment in-
formation booklets.**

LEADS

0955

Ordinance No.
2020-16 amending
McCracken County
Ordinance No.
2020-08 by mak-
ing revisions to the
proposed Fiscal
Year 2020-2021
Operating Budget
by modification of
allocations pertain-
ing to general, jail,
federal, and Sher-
iff funds and ex-
penditure ac-
counts in strict
compliance with
the mandates of
the Kentucky Revised
Statutes Chapter
58, was adopted
by the McCracken
County Fiscal
Court on Novem-
ber 23, 2020.
A true, complete
and correct copy of
Ordinance No.
2020-16 shall be
made available for
inspection by the
McCracken County
Judge Executive's
Office. Any person
desiring to inspect
Ordinance No.
2020-16 shall con-
tact the McCrack-
en County Judge

0955

**Paducah Sun and
the FTC.**

an County Judge
Executive's Office
via telephones at
270-444-4707 to
make arrange-
ments for the
transmission or de-
livery of same.
Craig Z. Clymer
McCracken County
Judge Executive

PUBLIC NOTICE
The City of Paducah,
Engineering Depart-
ment will receive bids

0955

for the City of Padu-
cah's 2021-2022 Con-
crete Program by
2:00 P.M., December
15th, 2020. All bids
opened and read
aloud, virtually via
ZOOM. Digital Bid
Documents may be
obtained by calling
the office of the En-
gineering Depart-
ment at
270-444-9511. More
information regarding
this project may be
found at the City of
Paducah's website:
www.paducahky.gov
under Request for
Bids.

0955

**Read the
CLASSIFIED
Daily**

Browse It.

0955

**TIMED ONLINE • NO-RESERVE
FARM RETIREMENT AUCTION**
BIDDING CLOSES: TUES., DEC. 15TH STARTING AT 9:00 A.M. CST



**THIS WILL BE A TIMED ONLINE EVENT - DETAILS, PHOTOS &
BIDDING AVAILABLE AT: www.SullivanAuctioneers.com**
Items are located at the farm near Sumner, Illinois

Physical Address: 12607 Spring Hill Rd., Sumner, IL 62686
Highlights: 1990 Case-IH 9170 4WD tractor, 6,137 hours; 1990 Case-IH
9170 4WD tractor, 8,021 hours; 1995 John Deere 8300 MFWD tractor, 5,246
hours; 1983 John Deere 4650 MFWD tractor; 1975 John Deere 4430 2wd
tractor, 5,017 hours; 2007 John Deere 9760STS 4WD combine, 3,108
eng./1,949 sep. hours; 2014 MacDon FDS-S 35' flex chaper head; 2009
John Deere 608C corn head; (2) head trailers; 2003 John Deere 1770MT
CCS 16230' planter; 2005 John Deere 1790 CCS 16231 planter; John
Krause 8000 Excelsior 30' vertical tillage tool; Krause 7300 34' disc; John
Deere 726 32' mulch blower; Case IH 498 28' disc; Unverferth 1225 32'
double basket rolling harrow; Unverferth 1225 32' double basket rolling har-
row; Brent 974 grain cart; Schulte FX520 behind mower; Tandem axle fuel
tanker; (2) Western Star sleeper trucks; 2006 Timpco hopper bottom trailer;
2002 Mac aluminum dump trailer; 1995 Ford Aeromax 13000 dump truck;
Case 621 4wd wheel loader; Plus much more!

PAINTER FARMERS • BILL & MARGE PAINTER
Equipment Questions: Bill (618) 443-3869
Auction Managers: Cody Holst (217) 262-5747 & Matt Sullivan (309) 221-7001

PH: (618) 443-3161 • www.SullivanAuctioneers.com
Selling/SullivanAuctioneers.com • Lic: #44000197

The following executor/administrators/guardians have been approved.



A detailed copies of the following Ordinances adopted by the Board of Commissioners of the City of Paducah on November 24, 2020, are on file and may be obtained upon request at the Office of the City Clerk, City Hall, 300 South 5th Street, Paducah, Kentucky.

"AN ORDINANCE EXTENDING THE BOUND-
ARY OF THE CITY OF PADUCAH, KEN-
TUCKY, BY ANNEXING CERTAIN PROP-
ERTY LYING ADJACENT TO THE CORPO-
RATE LIMITS OF THE CITY OF PADUCAH,
AND DEFINING ACCURATELY THE BOUND-
ARY OF SAID PROPERTY TO BE IN-
CLUDED WITHIN THE SAID CORPORATE
LIMITS." This ordinance is summarized as fol-
lows: The City of Paducah hereby approves
the consensual annexation of certain tracts of
property contiguous to the present city limits,
located at 3860 Oliver Church Road, contain-
ing 0.9284 acres, more or less.

"AN ORDINANCE AUTHORIZING AND AP-
PROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF PA-
DUCAH AND BACON FARMER, WORKMAN
ENGINEERING & TESTING, INC., IN AN
AMOUNT OF \$98,180 FOR ENGINEERING
SERVICES RELATED TO THE SOUTH 25TH
STREET IMPROVEMENT PROJECT, AU-
THORIZING THE ENGINEERING DEPART-
MENT TO EXERCISE OPTION B FOR EN-
GINEERING SERVICES RELATED TO THE
SOUTH 24TH STREET IMPROVEMENT
PROJECT IN THE AMOUNT OF \$70,595 AND
AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT AND ALL DOCUMENTS
RELATING TO SAME." This ordinance author-
izes and approves the execution of an Agree-
ment for engineering services related to the
South 25th Street Improvement Project
between the City of Paducah and Bacon,
Farmer and Workman Engineering & Testing,
Inc., in an amount of \$98,180 and further au-
thorizes the Engineering Department to exer-
cise Option B as proposed by Bacon, Farmer
and Workman Engineering & Testing, Inc., for the
South 24th Street Project in an amount of
\$70,595.

"AN ORDINANCE OF THE CITY OF PADU-
CAH KENTUCKY, APPROVING A SECOND
AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT FOR ENGINEERING
SERVICES FOR FLOOD CONTROL PUMP
PROJECTS IN THE CITY OF PADUCAH, KEN-
TUCKY."

Brandy Topper

From: Brijit Stiles <bstiles@paducahsun.com>
Sent: Tuesday, November 24, 2020 8:33 AM
To: Brandy Topper
Subject: Public Notice Paducah Sun Ad
Attachments: 20327295_00000023.pdf; ATT00001.htm

Your ad is placed for Sunday Nov. 29th 2020. The price will be \$78.25. This will be placed in the legal section of our classifieds.

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Approve an Agreement with Commonwealth Economics for Professional Services related to the Tax Increment Financing District - **J ARNDT**

Category: Ordinance

Staff Work By: Katie Axt

Presentation By: James Arndt

Background Information: Since 2016, the City of Paducah has been working with Commonwealth Economics (CE) to research, analyze, and develop a TIF district. To that end, the City has successfully established a TIF district that has been given preliminary approval by the Kentucky Economic Development Finance Authority (KEDFA) with CE assistance. KEDFA is expected to grant Final Approval in February.

As the City prepares for final approval by KEDFA and setting up the administration of the TIF accounts and reports, the consulting and compliance services of CE are sought. CE has unique qualifications and experience in this area. They frequently advise local governments on Tax Increment Financing and have been engaged for its consulting and compliance services in Lexington, Louisville, Owensboro, Bowling Green, and a number of other cities across the Commonwealth.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): E-3 Promote occupancy in all downtown buildings

E-4 Continue developing the riverfront from the Carson Center to the Convention Center

E-5 Maintain all of our commercial corridors I-1 Connect main commercial corridors by bike paths and/or bike lanes I-9 Downsize the City's ownership in real estate N-2 Encourage, incentivize, and/or support more housing options throughout the City

N-5 Evaluate, plan, partner, and create pedestrian access to parks from residential areas

Funds Available: Account Name: TIF/Opportunity Zone

Account Number: DT0044

Staff Recommendation: Approve

Attachments:

1. ORD - TIF Consultant Commonwealth Economics 2-2021
2. Paducah_TIF Consulting Proposal_Updated 2021_Revised

ORDINANCE 2021-____-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COMMONWEALTH ECONOMICS PARTNERS, LLC FOR CONSULTING SERVICES RELATED TO THE TAX INCREMENT FINANCING (TIF) PROGRAM FOR THE PADUCAH RIVERFRONT DEVELOPMENT PROJECT

WHEREAS, in June of 2018 the Board of Commissioners approved Municipal Order No. 2111 authorizing a professional services agreement with Commonwealth Economics in an amount not to exceed \$78,000 for consulting services related to the Tax Increment Financing Program; and

WHEREAS, in December of 2019 the Board of Commissioners approved Ordinance No. 2019-12-8607 authorizing a professional services agreement with Commonwealth Economics in an amount of \$43,824.80 plus direct expenses in an amount not to exceed \$4,000 for consulting services related to the Tax Increment Financing (TIF) Program; and

WHEREAS, the City Manager executed a contract with Commonwealth in August 2020, authorizing professional services in an amount not to exceed \$30,000 for consultant services related to finalizing the TIF Program; and

WHEREAS, the City of Paducah is now preparing for the final approval by the Kentucky Economic Development Finance Authority of the Tax Increment Financing Program; and

WHEREAS, it is now necessary to update the contract with Commonwealth Economics for additional consulting services; and

WHEREAS, a written determination has been made by the City Manager that this constitutes a professional services purchase and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. That the Mayor is hereby authorized to execute a professional services agreement with Commonwealth Economics Partners, LLC, for the Tax Increment Financing (TIF) Program in substantially the form attached hereto and made part hereof (Exhibit

A). This agreement supersedes and replaces the previous agreements with Commonwealth Economics.

SECTION 2. This expenditure shall be charged to the TIF/Opportunity Zone Project No. DT0044.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\plan\TIF Consultant Commonwealth Economics 2-2021

EXHIBIT A



**Paducah Downtown Riverfront Redevelopment
Mixed-Use TIF Project
Consulting Services**

Submitted To:
City of Paducah

Submitted By:
Commonwealth Economics Partners, LLC

February 2021

Dear Mayor Bray:

Commonwealth Economics Partners, LLC (“Commonwealth Economics” or “CE”) is pleased to provide the City of Paducah (“City” or “Paducah”) with a proposal for consulting services regarding its Downtown Riverfront Mixed-Use Tax Increment Financing (“TIF”) Project (“Project”). CE frequently advises local governments throughout the TIF approval process and provides comprehensive guidance related to TIF compliance for approximately 15 different development projects, taking a lead role throughout the reimbursement process toward recovery of over \$1 billion in awarded incentives.

Commonwealth Economics is a registered Municipal Advisor with the Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

I. PROPOSED SERVICES

Commonwealth Economics agrees to provide the following consulting services:

- A. State TIF Approval Process Services:** Commonwealth Economics will continue to assist the Project team throughout the required meetings and discussions with the Cabinet for Economic Development (“CED”), Kentucky Economic Development Finance Authority (“KEDFA”), and the state’s third-party TIF consultant regarding the economic and fiscal impacts of the Project, and will continue to work with Project team members to negotiate and finalize the TIF incentive agreement with KEDFA.
- B. TIF Compliance Services:** Commonwealth Economics will use reasonable efforts to assist the City and Project team members with ongoing guidance, support, training, and representation during the term of the contract. Our services will be targeted to the tasks which are critical for the Project to remain in compliance with the TIF agreements in place with KEDFA. These services include:
 - Working with the City and state agencies to accurately set the tax baseline for the TIF Project. Getting the tax baseline set accurately from the beginning is a vital step, as the state Department of Revenue (“DOR”) and KEDFA will not amend their tax baseline once annual

increment payments have begun. Commonwealth Economics will take the lead role and assist the City and Project team members, including:

- ✓ Documenting the businesses operating within the footprint during the baseline year and obtaining and compiling TIF business questionnaires from such businesses. These questionnaires are required by the state DOR as a condition of the Tax Incentive Agreement (“TIA”) with KEDFA.
 - ✓ Developing an internal estimate of the tax baseline based on the information collected and other available information.
 - ✓ Completing and submit the required Old Revenues form, with related TIF questionnaires and tax estimates for each business, to KEDFA and working with them and DOR to ensure their list of businesses included in the baseline calculation match the City’s, and that the state tax baseline calculated by DOR is reasonable based on the internal estimate.
 - ✓ CE will serve as a point of contact with DOR throughout the process, or as the City requests.
- Working with the City and Project construction managers to accurately report the capital investment related to the Project. Semi-Annual reporting of the capital investment is required by KEDFA through minimum capital investment and then once annually until the completion of the Project and is subject to an independent audit at up to three different milestones. The amount available for reimbursement to the Project will be dependent upon the extent to which the required investment threshold is met. This process entails:
 - ✓ Working with construction contractors to educate them on the information required and establishing a periodic submission schedule.
 - ✓ Collecting and compiling detailed capital investment (including public infrastructure) information at periodic intervals from the Project’s construction manager(s).

- ✓ Completing and submitting the required capital investment form the Project to KEDFA by January 30th and July 31st each year as may be required until the Project is completed.
- ✓ Working with the City to answer questions during the independent CPA audits of the Project's capital investment and public infrastructure reporting.
- Working with the City and Project construction managers to collect and compile wage withholdings on construction workers within the footprint, as may be applicable. Once the Project's TIF has been activated, the wage withholdings on construction workers are eligible to be recovered as part of the annual increment. This process entails:
 - ✓ Working with construction contractors to educate them on the information required and establishing a periodic submission schedule.
 - ✓ Obtaining and compiling TIF business questionnaires from each contractor and sub-contractor working on the Project within the footprint.
 - ✓ Collecting and compiling periodic payroll reports or other detailed payroll information containing wage withholding information.
 - ✓ Incorporating collected information into the annual request for increment reimbursement.
- Working with the City to compile, review, and complete the annual Request for Disbursement. This process entails:
 - ✓ Documenting the businesses operating within the footprint during the applicable calendar year.
 - ✓ Obtaining and compiling TIF business questionnaires from new businesses operating within the footprint (for which TIF questionnaires have not previously been received).
 - ✓ Developing an internal estimate of the tax revenues for the applicable year based on the information collected and other available information.

- ✓ Completing and submitting the required Request for Disbursement form to KEDFA and DOR by April 30th of the following year.
- ✓ Working with DOR to ensure their list of businesses included in the annual increment calculation matches the City's, and the increment calculation by DOR is reasonable based on the internal estimate.
- ✓ CE will serve as a point of contact with DOR throughout the process, or as the City requests.
- CE will also provide instructional training and advice to City staff assigned to work on TIF related matters throughout each of these processes. CE recommends that each of the processes discussed above be completed as a joint effort between CE and City staff to use each as a hands-on training opportunity for City staff during the term of this contract.

C. TIF Project Scope Analysis: CE will be available to work with the City to review any changes to the Project scope or Project timing that represents a significant deviation from the Application and discuss how such changes might impact the Project's qualifications. This analysis and discussion would be limited to such evaluation that would not but utilized to determine funding of certain components or estimation of tax revenues that would be used to support any debt instruments. The advice provided under this section would be limited to general TIF Project advice and would not be deemed to be advice that would be considered financial advisory practices. Any such advice would need to be qualified under a separate contract pursuant to a specific issuance of debt or evaluation of the same.

II. FEES AND COMPENSATION

Compensation payable to Commonwealth Economics for all services rendered pursuant to this Agreement shall be as follows:

A. Section I (A):

Any unpaid balance for services provided under the previous agreement executed on August 25, 2020 and made effective from July 1, 2020 through February 1, 2021 will be due upon execution of this Agreement. A flat fee of \$4,000.00 per month will be billed and due each month for services described under Section I (A).

Section I (B) and (C):

Following final approval at completion of Section I(A), a flat fee of \$1,750.00 per month will be billed and due each month until such time as the portion of the Project known as the "City Block" phase begins construction. At that time, the flat fee will increase to \$3,500.00 per month, which will be billed and due each month for services described under Sections I (B) and (C).

- B.** Commonwealth Economics will provide a travel allowance of two trips per year to Paducah, KY which may be needed in order to conduct perioding canvassing of the Development Area or meet with and present to City officials as may be necessary. CE is also willing to convene via phone or other means of electronic communication with City officials and area businesses as may be required.
- C.** Payment shall be due within 15 days pursuant to an invoice presented upon reaching project milestones or monthly as expenses may occur, and such invoice shall indicate a description of any out of pocket and third-party expenses incurred over the prior month.

III. DURATION

- A.** This Agreement shall be considered a professional service contract, which shall commence on February 1, 2021, and shall continue until notified of cancellation by either party, as provided in the following section.
- B.** Either party may terminate this Agreement by submitting at least thirty (30) days written notice to the non-terminating party of such intent to terminate. In the event of termination, payment for services rendered up to and

including the date of termination shall be based upon the work completed at the rates and conditions identified in this Agreement.

- C. Upon notice of intent to terminate, Commonwealth Economics shall immediately discontinue performance of the service to the extent specified in the notice.
- D. Execution of this Agreement shall constitute written notice to proceed.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that this Agreement creates NO employer/employee relationship, nor does it cause Commonwealth Economics to be an officer or official of the City. Commonwealth Economics shall at all times be acting as an independent contractor in all matters related to this Agreement and shall have no authority to act as agent of the City and shall not hold itself out as such. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause the unlawful benefit or gain to be derived by either party.

V. CONFIDENTIALITY

Any reports, information, data, etc., provided to, prepared, or assembled by Commonwealth Economics shall be kept confidential and shall not be made available by Commonwealth Economics to any individual or organization without the prior written approval of the City. All documents, including but not limited to; studies, surveys, reports, date notes, computer files, and files and other documents prepared, developed, or discovered in connection with providing any services under this Agreement, shall become the property of the City. The provisions of this section shall survive any termination of this Agreement.

VI. LIMITATIONS & DISCLAIMER

It is expressly acknowledged that Commonwealth Economics cannot guarantee the performance or success of any proposed project, bond issue, loan, grant, or the ability to obtain funding from any source. Furthermore, Commonwealth Economics cannot guarantee the availability of funds or a specified rate of return on any investment; the market value of any security; the future value of any investment or real property; the performance of any investment manager, advisor, municipal

advisor, custodial firm or any other third-party consultant.

The services provided by Commonwealth Economics are based upon certain projections, judgments, and assumptions, in certain cases provided by third parties, for which Commonwealth Economics cannot guarantee. Circumstances may occur over the life of the contract and Project that are counter to the assumptions, projections, and judgments and may affect the realized value from the Project. Further, projections made and used are for multi-year periods; the results for individual years may vary significantly from forecasted values, and there is no assurance that the actual impacts and revenues received will be sufficient to justify the proposed Project or to repay any obligations.

The parties acknowledge that Commonwealth Economics is not acting as a Municipal Advisor as defined by Section 15B of the Securities and Exchange Commission Act of 1934 to the City of Paducah or McCracken County. Additionally, Commonwealth Economics is not providing advice or a recommendation with respect to any municipal financial product or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues to the City of Paducah or McCracken County.

The parties further acknowledge that Commonwealth Economics has not agreed with the City or County, in this Agreement or any other agreement, verbal or written, to offer or sell any security, act as an underwriter, placement agent, broker-dealer or market-maker in any security. The compensation paid to Commonwealth Economics herein is not, and shall not be construed as, compensation for the offer or sale of any security or for the purpose of underwriting, making a market or acting as a broker-dealer or placement agent in any security, or the submission of an application to make a market in any security.

If this proposal meets your approval, please indicate by signing in the appropriate space below. Should you have any questions, please feel free to contact me at (859) 246-3060.

Sincerely,

A handwritten signature in blue ink that reads "J R Farris".

John R. Farris

Client Signature: _____

Title: _____

Date: _____

CE Signature: _____

Title: _____

Date: _____

Commonwealth Economics Partners, LLC

John R. Farris

John Farris founded Commonwealth Economics in 2007 and is President and Managing Partner of the company. He served as an economist at the Center for Economics Research at the Research Triangle Institute, as well as a senior economics consultant with both the World Bank and the International Finance Corporation. From 2006 to 2007, Mr. Farris served as Secretary of the Finance and Administration Cabinet for the Commonwealth of Kentucky. Mr. Farris currently serves on the Board of Directors of Green Brick Partners (NASDAQ: GRBK) and Kentucky Technology Inc.

Mr. Farris received a full-tuition fellowship to study economics and finance at the Woodrow Wilson School at Princeton University, where he was awarded a Master's Degree. Before attending Princeton, Mr. Farris studied economics and philosophy at Centre College, from which he graduated Phi Beta Kappa. Mr. Farris holds the FINRA/MSRB Series 50 and 54 designations as Commonwealth Economics Principal Municipal Advisor.

F. Thomas Howard

F. Thomas (Tom) Howard joined Commonwealth Economics in 2013 as a Partner. He retired from the Commonwealth of Kentucky's Office of Financial Management ("OFM") in the Finance and Administration Cabinet where he served as the Executive Director since 2005 and previously as the Deputy Executive Director. In that capacity he oversaw the Commonwealth's \$12 billion investment and appropriation-supported debt programs.

Mr. Howard has a background in banking and investment management. Before joining the Commonwealth in 1989 as a portfolio manager, Mr. Howard held various positions with First Security Bank & Trust Company and Eclipse Capital Management, Inc. In addition, Mr. Howard served three years as a public member and issuer representative of the Municipal Securities Rulemaking Board, which regulates the activities of banks and broker-dealers under the direction of the Securities and Exchange Commission. He is also a past chair of the State Debt Management Network, an affiliate of the National Association of State Treasurers.

During his tenure, Mr. Howard assisted the Commonwealth's legal team with the Department of Revenue v. Davis Case, which worked its way through the state court system before being heard by the United States Supreme Court. The question before the court was for providing an income tax exemption for interest on bonds issued by the state, while denying the exemption to interest on bonds issued by other states. The Supreme Court ultimately ruled in favor of the Commonwealth. Additionally, Mr. Howard was very active in planning and financing many of the state's highest profile projects, such as the Louisville Yum Center Project, the Louisville Southern Indiana Ohio River Bridges Project, the University of Kentucky Hospital, Louisville Metro Center City (Omni) Project, the new Lexington Convention Center and Rupp Arena renovations, the University of Kentucky Winslow Public Private Partnership and most recently funding of the settlement agreement for the Kentucky Communication Network Authority and the Kentucky Wired broadband project.

Mr. Howard received his Bachelor's of Business Administration with a concentration in finance from the University of Kentucky and holds the FINRA/MSRB Series 50 and 54 designations as Commonwealth Economics Principal Municipal Advisor.

Brett L. Antle, CPA

Brett Antle is a Partner at Commonwealth Economics. Mr. Antle has over 25 years of experience in financial consulting, government finance and accounting. Since joining Commonwealth Economics in 2013, Mr. Antle has provided quantitative and financial analysis on several types of projects, including sports arenas, infrastructure, and a variety of mixed-use commercial developments.

Before retiring from the Commonwealth of Kentucky's Finance and Administration Cabinet in 2012, Mr. Antle served in various roles within the Office of State Controller where he managed the implementation of several financial, reporting and eCommerce systems. He served the last several years of his career with the Commonwealth as the Deputy Executive Director of the Office of Financial Management where he managed the Commonwealth's appropriation-supported debt program and participated in the structuring and issuance of several billion dollars of taxable and tax-exempt bonds. Mr. Antle has also worked as an independent consultant on a number of financial system implementations.

Mr. Antle received his Bachelor of Science degree in Accounting from the University of Kentucky. Mr. Antle is a licensed Certified Public Accountant in Kentucky and holds the FINRA/MSRB Series 50 Municipal Advisor designation.

Casey R. Bolton

Casey Bolton is a Partner at Commonwealth Economics. Mr. Bolton has specialized in various forms of economic analysis, including managing a number of feasibility analyses and economic and fiscal impact studies since joining CE in 2009. Mr. Bolton has conducted feasibility analyses and impact studies for a wide variety of businesses and development projects and has guided several of them through the approval process towards receiving millions of dollars in funding. Mr. Bolton has experience in dealing with various forms of economic incentive programs at both the State and Federal level, especially Tax Increment Financing, and has been involved in the analysis and structuring of a variety of public-private partnership project delivery models throughout the region. Mr. Bolton also has experience working with early stage companies to develop business plans, scenario-based financial models, pitch books, and offering documents in order to raise capital.

Mr. Bolton received his Bachelor of Science degree in Financial Economics with a minor in Political Economy from Centre College in Danville, Kentucky and holds the FINRA/MSRB Series 50 Municipal Advisor designation.

Austin M. Arnold

Austin Arnold is a Senior Associate at Commonwealth Economics. Mr. Arnold has experience helping projects in the early stages of development assess market feasibility, identify possible tax incentive programs, and quantify the economic and fiscal impacts of their project. Mr. Arnold has also worked on multiple incentive program applications across multiple states that have received successful approval for millions of dollars in funding. Additionally, Mr. Arnold has been involved in a number of specialized reports for private and public clients in need of unique solutions for complex projects.

Before joining Commonwealth Economics, Mr. Arnold served the Centre College Athletic Administration where he assisted the implementation of a new financial

database. Additionally, Mr. Arnold has experience analyzing quantitative and financial data in his role as a Financial Counselor for 21st Mortgage Corporation.

Mr. Arnold received his Bachelor of Science degree in Economics and Finance from Centre College in Danville, Kentucky.

Haddon V. Alford

Haddon Alford joined Commonwealth Economics in 2019 as an Associate. Mr. Alford is responsible for assisting projects with compliance with Local, State and Federal level economic incentive programs. Mr. Alford also provides various support to projects with regard to their analysis and structured debt financing.

Before joining Commonwealth Economics, Mr. Alford worked briefly in congressional politics and, prior to that, assisted in product and financial feasibility analysis in the steel manufacturing industry.

Mr. Alford earned a Bachelor of Science degree in Finance and a Bachelor of Science degree in Marketing from the Darla Moore School of Business at the University of South Carolina with a minor in Political Science.

Agenda Action Form

Paducah City Commission

Meeting Date: February 23, 2021

Short Title: Ordinance Amending Chapter 50, Article III. "Stormwater Conveyance And Management" of the Code of Ordinances of The City Of Paducah, Kentucky – **R MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy, John Lyons, Strand, Stephanie Glossner, Strand, Melanie Townsend

Presentation By: Rick Murphy

Background Information: Kentucky Division of Water (KDOW) issues the National Pollutant Discharge Elimination System (NPDES) permits per the Clean Water Act (CWA) that authorizes the discharge of stormwater runoff into waters of the State. The Phase II Final Rule of the Clean Water Act requires nationwide coverage of all operators of small MS4s that are located within the boundaries of a Bureau of the Census-defined "urbanized area" (UA). Paducah is located within a Census-defined "urbanized area" and is subject to the CWA.

Permittees must develop a program to reduce the discharge of pollutants to the "Maximum Extent Practicable" (MEP), protect water quality, and to satisfy the requirements of the CWA. The minimum program requirements include the following minimum control measures (MCM):

MCM #1 – Public Education and Outreach

MCM #2 – Public Involvement/ Participation

MCM #3 – Illicit Discharge Detection / Elimination

MCM #4 – Construction Site Runoff Control

MCM #5 – Post-Construction Runoff Control

MCM #6 – Pollution Prevention and Good Housekeeping

In January 2020, KDOW reviewed each required component of the City's MS4 Program. Results of the Inspection included:

- Three (3) Out of Compliance-Violations Observed (to be resolved by March 12, 2021)
- Four (4) Impending Violation Trends Observed (to be resolved by April 30, 2023)

In order to satisfy one of the compliance violations, a stormwater runoff quality treatment standard by ordinance or other regulatory mechanism must be enacted and submit to KDOW. The current Ordinance requires modification to satisfy the program requirements in association with MCM #5. Strand and Associates has assisted the City in preparing an amendment to the current ordinance in order to fulfill the requirements.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval of text amendments within Ordinance attached.

Attachments:

1. ORD Stormwater Conveyance and Management

**CITY OF PADUCAH
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 50,
ARTICLE III. “STORMWATER
CONVEYANCE AND MANAGEMENT” OF
THE CODE OF ORDINANCES OF THE CITY
OF PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 50, Article III “Stormwater Conveyance and Management,” of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted pursuant to mandates imposed by the Federal Clean Water Act (33 U.S.C. §1251 et seq. as may be amended) (“CWA”), the National Pollution Discharge Elimination System (33 U.S.C. §1342 as may be amended) (“NPDES”), and the Kentucky Pollutant Discharge Elimination System (401 KAR 5:050 to 401 KAR 5:080 as may be amended) in particular those parts that require local governments to comply with water pollution control requirements.

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

SECTION 1. That Chapter 50, Article III. “Stormwater Conveyance and Management,” is hereby amended and restated to read as follows:

ARTICLE III. STORMWATER CONVEYANCE, MANAGEMENT, AND QUALITY

Sec. 50-151. Purpose and scope of article.

Proper stormwater management and good water quality are vital in promoting the health, safety and general welfare of the public. It is the intent of this article, in an effort to minimize the dangers of flooding to life and property and to protect local water quality and maintain the integrity of stream channels, that certain runoff controls be provided as land areas are developed or redeveloped. The design criteria for stormwater conveyance and water quality control facilities are outlined in this article.

Sec. 50-152. Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

80th Percentile Rainfall Event. The rainfall event, based on historical rainfall records, that represents an event that is equal to or greater than 80 percent of the rainfall events that would be expected to occur in a typical year. Based on an analysis of precipitation records from 1971 to 2011, it has been determined that for the City of Paducah, this event produces a surface depth runoff of 0.7 inches.

Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the Commonwealth. BMPs also include treatment requirements, operating procedures, and practices to control stormwater runoff.

City plan review staff. The City Engineer and/or other designated officials.

Controlled release structure. A facility constructed to regulate the volume of stormwater runoff that is conveyed during a specific length of time.

Conveyance structures. Water-carrying devices or improvements such as channels, ditches, storm sewers, culverts, inlets, and the like.

Detention or retention. Restraining the rate of stormwater runoff with some natural or manmade devices.

Developed. Conditions after construction or other manmade change to improved or unimproved land, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

Excess stormwater. The calculated runoff produced under a natural or pre-developed condition versus the calculated runoff produced under an altered or post-developed condition, or that portion of stormwater runoff which exceeds the capacity of the storm sewers or natural drainage channels serving a specific watershed.

Green Infrastructure. An adaptable term used to describe an array of products, technologies, and practices that use natural systems – or engineered systems that mimic natural processes – to enhance overall environmental quality and provide utility services. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspire, and/or recycle stormwater runoff. When used as components of a stormwater management system, Green Infrastructure practices such as green roofs, porous pavement, rain gardens, and vegetated swales can produce a variety of environmental benefits.

High Quality Waters or HQW. Those “Waters of the Commonwealth” that have been categorized by the Kentucky Division of Water as high quality pursuant to the requirements of 401 KAR 10:030, Section 1(3).

Impaired Waters or IW. Those “Waters of the Commonwealth” that have been categorized by the Kentucky Division of Water as impaired for applicable designated uses and have been identified pursuant to 33 U.S.C. 1315 (b) and listed in the most recent 305 (b) report.

Impervious surface. [~~Asphalt, concrete or any other surface which does not allow measurable infiltration of storm water.~~] Surfaces that prevent or significantly impede the natural infiltration of stormwater into the soil, including but not limited to roofs, sidewalks, walkways, patios, private driveways, parking lots, access extensions, alleys and other paved, engineered, compacted or gravel.

Kentucky Pollutant Discharge Elimination System or KPDES. The Kentucky program for issuing, modifying, revoking and reissuing, revoking, monitoring and enforcing permits to discharge, and imposing and enforcing pretreatment requirements.

KPDES sMS4 Permit. The general permit issued by the Kentucky Division of Water (KDOW) that authorizes small Municipal Separate Storm Sewer Systems (sMS4) to discharge stormwater runoff from a small Municipal Separate Storm Sewer System (MS4) to the receiving waters of the Commonwealth in accordance with effluent limitations, monitoring requirements, and other conditions set forth in the permit authorizing the MS4 to discharge under the Kentucky Pollutant Discharge Elimination System.

Land disturbance activity or Land disturbing activity. Any clearing, grubbing, grading, excavating, filling, or other alteration of the earth's surface where natural or manmade ground cover is destroyed. Land disturbance activity does not include the following:

- (1) Minor land disturbance activities including, but not limited to, activities specific to underground utility repairs, replacement of existing utilities, home gardens, minor repairs, and maintenance work.
- (2) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
- (3) Emergency work to protect life, limb, or property and emergency repairs.

Larger common plan of development or sale. A contiguous area where multiple separate and distinct construction activities are planned to occur at different times on different schedules under one plan, e.g., a housing development of 5 1/4-acre lots.

Municipal Separate Storm Sewer System. A conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains) owned or operated by a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of

sewage, industrial water, stormwater, or other wastes, that discharges to waters of the United States:

- (1) designed or used for collecting or conveying stormwater;
- (2) which is not a combined sewer; and
- (3) which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

sMS4 is an acronym for a “small municipal separate storm sewer system. MS4 is an acronym for a “municipal separate storm sewer system.”

Natural drainage. Water which flows by gravity in channels formed by the surface topography of the earth prior to changes made by the efforts of humans.

National Pollutant Discharge Elimination System or NPDES. The effluent permitting program for point source discharges that is administered by the United States Environmental Protection Agency (USEPA).

Off-site. External to the boundary of a development.

On-site. Internal to the boundary of a development.

Point discharge. Release of stormwater at a specific location.

Runoff. Rainfall excess after natural losses from infiltration, evaporation, transportation or incidental poundage.

Stormwater. Stormwater runoff, snowmelt runoff, surface runoff and drainage.

Stormwater runoff release rate. The rate at which stormwater runoff is released from dominant to servient land.

Stormwater storage area. An area designed to temporarily accumulate excess stormwater.

Swale. Surface-type conveyance for stormwater, usually designated to carry incidental, localized runoff.

TMDL. Is an acronym for “Total Maximum Daily Load”, a federally mandated program for impaired waters of the Commonwealth to determine the maximum assimilative capacity of a water for a specified pollutant and to allocate allowable pollutant loads to sources in the watershed.

Waters of the Commonwealth. Means and includes any and all rivers, streams, creeks, lakes, ponds, impounding reservoirs, springs, wells, marshes, and all other bodies of surface or underground water, natural or artificial, situated wholly or partly within or bordering upon the Commonwealth or within its jurisdiction.

Waters of the United States. As defined by the Clean Water Act, applies only to surface waters, rivers, lakes, estuaries, coastal waters and wetlands. Not all surface waters are legally “Waters of the United States”. Generally those waters include the following:

- (1) All interstate waters
- (2) Intrastate waters used in interstate and/or foreign commerce
- (3) Tributaries of the above
- (4) Territorial seas at the cyclical high tide mark, and
- (5) Wetlands adjacent to all of the above.

Water-Quality Control Facilities. The facilities (e.g. grass swales, filter strips, infiltration basins, detention ponds, stormwater wetlands, natural filtration areas, sand filters, and rain gardens, etc.), used to slow runoff, promote infiltration, and reduce sediments and other pollutants in stormwater runoff.

Water Quality Runoff Volume (WQv). The storm water volume to be treated through a water quality control facility based on the surface runoff produced by an 80th percentile rainfall event.

Sec. 50-153. Stormwater conveyance, management, and water quality facilities required.

The requirements in this article shall apply to:

- (1) All land-disturbing activities and all development or redevelopment activities that disturb an area greater than or equal to one acre.
- (2) Sites that are smaller than one acre may also be covered by these regulations if they are a part of a larger common plan of development or sale.
- (3) ~~[Any nonresidential development for which the area paved and under roof is equal to or greater than 10,000 square feet.]~~ Any development or redevelopment project that adds 10,000 square feet or more of impervious surface.
- (4) At the discretion of the City Engineer this article may apply to any existing nonresidential redevelopment project for which the total impervious area of the property is equal to or greater than 10,000 square feet.

These regulations shall apply to land-disturbing activities within the jurisdictional boundaries of the City of Paducah designated by the Kentucky Division of Water for coverage under the KPDES [S]MS4 permit.

Unless included in exemptions listed in section 50-155 or a waiver granted, all development occurring within the City and subject to this article shall provide for properly sized stormwater conveyance facilities capable of controlling peak discharge rates for selected design storms [to] at or less than pre-developed conditions. Additionally all projects, meeting the criteria in items (1) and (2) above, that disturb one or more acres of land including parcels that are part of a larger common plan of development shall provide water quality control facilities that shall contain on-site, or provide off-site, stormwater management facilities capable of managing the storm water runoff quality produced from an 80th percentile rainfall event under post-construction conditions.

~~[The use of other methods of controlling peak discharge rates and pollutant removal, such as bio-retention swales, infiltration ditches, hydrodynamic separators, and created wetlands may be required by the city, in its sole discretion, for new and redevelopment projects that are subject to the land development requirements of this article. Additionally, the city will promote conservation measures such as buffer strips and greenways as acceptable techniques toward the protection and improvement of local waterways.]~~

Sec. 50-154. Stormwater conveyance facilities and water quality control facilities design criteria.

The following criteria shall control when designing stormwater conveyance facilities and water quality control facilities:

- (1) *Open channels and roadside ditches.* The design storm for the design of open channels and roadside ditches shall be a storm with a recurrence frequency of ten years. The time of concentration for open channel and roadside ditch design should be assumed to be 20 minutes.
- (2) *Storm sewers and inlets.* The design storm for the design of storm sewers and inlets shall be the five-year storm. Storm sewers and inlets shall be checked under ten-year storm loading conditions for ponding limits. The ponding limit for streets with curb and gutter shall be an eight-foot spread measured from gutter to driving lane. Spread calculations shall be based upon an intensity of four inches per hour. Pipes should be sized based upon the actual time of concentration. The minimum time of concentration should be assumed to be eight minutes.
- (3) *Entrance pipes and cross drains.* The design storm for the design of entrance pipes and cross drains shall be the ten-year storm. The duration of the design storm shall be assumed to be equal to the calculated time of concentration. The minimum time of concentration shall be assumed to be eight minutes. Entrance pipes and cross drains shall be checked under 25-year storm conditions to ensure against overtopping of roadways and flood damage to affected areas. Situations requiring pipes larger than 36 inches shall be designed using the culvert criteria in subsection (4) below.
- (4) *Culverts.* The design storm for the calculation of runoff for culvert design shall be the 25-year storm. The duration of the design storm shall be assumed to be equal to the calculated time of concentration. The recommended check storm is the 100-year storm. The maximum headwater under 100-year storm conditions should not be allowed to overtop roads or increase the flooding potential in the affected areas.

(5) *Erosion control.* Plans for stormwater conveyance systems shall include the applicable provisions identified under Article IV, Erosion Prevention and Sediment Control, of this chapter.

(6) *Water Quality Control Facilities.* The design rainfall event for the design of all stormwater quality control facilities shall be the surface depth of runoff produced from an 80th percentile precipitation event. Storm water quality control facilities shall be designed, built, and maintained to treat, filter, flocculate, infiltrate, screen, evapo-transpire, harvest, and reuse stormwater runoff, or otherwise manage the stormwater runoff quality for the 80th percentile precipitation event. Green Infrastructure devices may be used as water quality control facilities if it meets the design criteria.

(7) *Design certification.* Design of all stormwater conveyance and water quality facilities shall be prepared and stamped by a licensed professional engineer (Kentucky registration required). Design methods shall be in accordance with the Kentucky Department of Highways' Manual of Instructions for Drainage Design, latest edition and City of Paducah Design Standards.

Sec. 50-155. Stormwater management and water quality control facilities design criteria.

As a minimum, the following criteria shall be followed when designing a stormwater management facilities and water quality control facilities:

(1) *Design storm.* Stormwater management facilities shall be designed to retain the difference in the pre-development and post-development ten-year, 24-hour storm event. Stormwater management facilities that discharge to High Quality Waters shall be designed to retain the difference in the pre-development and post-development two-year, 24-hour storm event.

(2) *Emergency spillways.* Emergency spillways shall be designed to pass the 100-year storm. The effect of the 100-year storm must be considered and documented in the design of all stormwater management facilities.

(3) *Design calculations.* Design calculations submitted must include, but are not limited to, the following:

- a. Contributing drainage area, in acres. Indicate if pre-development and post-development areas differ.
- b. A breakdown of surface type for pre-development and post-development conditions (such as grassed, paved, roofed, and the like).
- c. Stage-storage curve for the proposed stormwater management facility.
- d. Stage-discharge curve for the outlet structure of the proposed stormwater management facility.
- e. Inflow and outflow hydrographs for pre-development and post-development conditions.
- f. Emergency spillway design calculations.
- g. Embankment design criteria as it relates to slope stability and compaction requirements during construction.

(4) *Gradient.* All detention basins having a vegetative cover shall be designed, constructed, and maintained equal to or greater than one percent throughout to the point of discharge.

(5) *Stormwater management and water quality plan.* The final stormwater management and water quality plan for the entire development shall include, but not be limited to, the following:

- a. All calculations, assumptions and criteria used in the design of the stormwater management facilities and water quality control facilities.
- b. All plans and profiles of proposed storm sewers and open channels including horizontal and vertical controls, elevations, sizes, slopes and materials.

- c. Location, dimensions and design details required for the construction of all facilities.
- d. A description of the operation and maintenance needs for the stormwater management facilities and water quality control facilities.
- e. All information relative to the design and operation of emergency spillways.
- f. Project specifications relative to erosion and sedimentation control.
- g. All deed restrictions, easements and rights-of-way.
- h. The ownership and maintenance responsibilities for all stormwater management and water quality control facilities during and after development. The identity of the responsible individual, corporation, association or other specific entity and the specific maintenance activities and schedule must be outlined on the plan.
- i. Storm water management and water quality control facilities shall be designed to minimize water quality impacts and shall attempt to maintain pre-development runoff conditions.
- j. Storm water quality control facilities shall be designed to effectively treat the required amount of water quality runoff volume for the developed site.

(6) *Exemptions.* Exemptions from the stormwater management requirements contained herein shall be granted to the following:

- a. Land-disturbing activities on property used for agricultural, horticultural or botanical production of plants and animals useful to man, including but not limited to: forages and sod crops, grains and feed crops, tobacco, cotton and peanuts; dairy animals and dairy products; poultry and poultry products; livestock, including beef cattle, sheep, swine, horses, ponies, mules or goats, including the breeding and grazing of these animals; bees; fur animals and aquaculture, except that the construction of a structure used for agricultural purposes of one or more acres, such as broiler houses, machine sheds, repair shops and other major buildings and which require the issuance of a building permit shall require the submittal and approval of a stormwater management plan prior to the start of the land-disturbing activity.
- b. Land-disturbing activities undertaken on forestland for the production and harvesting of timber and timber products.
- c. Minor land-disturbing activities such as residential gardens, individual residential or commercial landscaping, minor home repairs, or maintenance work, and construction or maintenance of individual underground utility connections.
- d. Activities undertaken by local governments or special purpose or public service districts relating to the emergency repair and maintenance of existing facilities and structures. These activities will be carried out using appropriate best management practices to minimize the impact on the environment and surrounding properties.
- e. Any nonresidential development for which the area paved and under roof is less than 10,000 square feet.
- f. Waivers may also be granted if, in other cases, the developer can provide sufficient documentation that the proposed development will not result in an adverse impact either upstream or downstream of the proposed site. Waivers shall be granted solely at the discretion of the City Engineer, based upon interpretation of the documentation presented by the developer in conjunction with his or her knowledge of the relationship of the proposed development to the adjacent property.

(7) *Design certification.* Design of all stormwater management and conveyance facilities and water quality control facilities shall be prepared and stamped by a Kentucky licensed professional engineer [~~(Kentucky registration required)~~].

(8) *Construction certification.* Prior to final approval of the development, the licensed professional engineer must submit certification that the stormwater management [~~and~~], conveyance facilities and water quality control facilities were constructed in accordance with the approved plan. Final approval shall also provide evidence of the recording of all stormwater conveyance, management, and water quality facilities deed restrictions, easements and rights-of-way. Any request for deviation from the approved plan during construction shall be submitted to the City Engineer in writing for approval.

(9) *Ownership, operation and maintenance of stormwater control and water quality control facilities.* For all developments requiring stormwater control and water quality control facilities, ownership and maintenance responsibilities remain with the property owner/developer. The Declaration of Maintenance Obligations must be signed, notarized, and submitted with the stormwater quality management plan.

(10) *Additional Treatment And Monitoring May Be Required.* The City reserves the right to require for new and redeveloped properties superseding or additional treatment criteria or objectives for specific pollutant(s) as necessary to meet overall storm water quality management program objectives or directives under a watershed improvement or Total Maximum Daily Load (TMDL) program or KPDES/NPDES permit program as administered by the USEPA or Commonwealth of Kentucky.

(11) *Self Inspection Required.* The property owner shall provide self-inspection documentation for water quality control facilities. The City Engineer or his/her designee will periodically inspect water quality control facilities for the purpose of identifying maintenance and structural deficiencies and if required proof of monitoring. If additional treatment and or monitoring is required, the property owner shall be fully responsible for monitoring their storm water management and water quality facilities in accordance with the most recent directives under a watershed improvement or Total Maximum Daily Load Program or KPDES/NPDES permit program as administered by the USEPA or Commonwealth of Kentucky. In the event a deficiency is discovered a Notice of Violation will be issued and shall be enforced under City of Paducah Code of Ordinances Chapter 42 Article II.

(12) *In Lieu of Fee or Off Site Mitigation Program May Be Established.* The City of Paducah Engineering and Public Works may develop a payment-in-lieu program to allow property owners/developers make payment to the City in lieu of constructing storm water quality control facilities. The in lieu of fee funds shall be applied to public storm water projects. Another option is to allow the property owner/developer to provide off site mitigation in the same watershed. Both of these options may be developed by the City of Paducah Engineering and Public Works Department following the permit requirements of the KPDES Permit For Small Municipal Separate Storm Sewer Systems.

Sec. 50-156. Issuance of certificate of occupancy.

No certificate of occupancy shall be issued for any development which is subject to the regulations of this article unless and until all requirements and criteria of this article are fully complied with.

Sec. 50-157. Penalty.

Any person, firm, corporation or agency acting as principal, agent, employee or otherwise, who fails to comply with the provisions of this article shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than \$100.00 per day and not more than \$500.00 per day, or by imprisonment for not more than 90 days, or both, for each separate offense. Each day there is a violation of any part of this article shall constitute a separate offense.

SECTION 2. SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2021

Adopted by the Board of Commissioners, _____, 2021

Recorded by City Clerk, _____, 2021

Published by *The Paducah Sun*, _____, 2021

ORD\50-151 Stormwater sMS4 Permit
Prepared by Strand Associates, Inc.