



**CITY COMMISSION MEETING
AGENDA FOR MARCH 9, 2021
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for February 23, 2021
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Appointment of Jennifer Colwell and Charles Leon Owens to the Civil Service Commission.
	E.	Appointment of Melinda Winchester and Greg McCord to the Historical & Architectural Review Commission (HARC)
	F.	Reappointment of April Cochran and Mary Katz to the Creative & Cultural Council
	G.	Reappointment of Albert Parker to the Municipal Housing Commission
	H.	Reappointment of Rick Loyd to the Paducah Golf Commission
	I.	KDLA Local Records Grant Program Application and Acceptance up to \$42,772 for the Paducah Police Department - B LAIRD

	II.	<u>BOARD APPOINTMENTS</u>	
		A.	Appointment of J. P. Kelly, Bob Turok, and Joint Appointment of Keith Anderson to the Paducah-McCracken County Industrial Development Authority (IDA)
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Adopt City Commission Priorities - M SMOLEN
		B.	Application for City Hall Historic Tax Credit Grant Phase II- K AXT
		C.	Application for an Emergency Solutions Grant (ESG-CV) for Emergency Shelter in the amount of \$31,500 through the Kentucky Housing Corporation - T WILSON
	IV.	<u>ORDINANCE(S) - ADOPTION</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>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Closure of an Alley Extending Northwest of Irvin Cobb Drive Between 2170 and 2190 Irvin Cobb Drive - R MURPHY
		B.	Closure of Two Alleys Extending North of Kentucky Avenue Between 1039 & 1041 Kentucky Avenue and Between 1034 Broadway and 1039 Kentucky Avenue - R MURPHY
		C.	Bid Award for 2021-2022 Street Resurfacing Program - R MURPHY
		D.	Approve AFSCME Contract to be Effective July 1, 2021 - J ARNDT
	VI.	<u>DISCUSSION</u>	
		A.	Bond Proceeds Discussion
		B.	Enterprise Resource Planning Software Update - M SMOLEN
		C.	Oak Grove Cemetery

	VII.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VIII.	<u>EXECUTIVE SESSION</u>	

February 23, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, February 23, 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, Henderson, Wilson and Mayor Bray (4). Commissioner Guess was unable to attend (1).

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 conferencing. 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).

MOMENT OF SILENCE

Mayor George Bray opened the meeting with a moment of silence in memory of the 100 Paducah-McCracken County citizens who have lost their lives during the COVID-19 pandemic.

MAYOR REMARKS:

- Mayor Bray announced that the March City Commission meetings will be held in person at City Hall.
- Mayor Bray expressed the Commission's condolence to the families of Pat Brockenborough and Frances Hamilton.
- Mayor Bray expressed his gratitude to the Customer Experience Department and other employees who are making calls to assist in the scheduling of the COVID 19 vaccine.

INVOCATION:

Commissioner Henderson 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 February 5, February 6 and February 9, 2021, Paducah Board of Commissioners Meetings
I(B)	Receive & File Documents: <u>Minute File:</u> 1. Notice of Regular Meeting of the Board of Commissioners – February 9, 2021

February 23, 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. <u>Contract File:</u> 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 <u>Financials File:</u> 1. Midtown Alliance of Neighbors, Inc. – Year Ended December 31, 2019 <u>Bids File:</u> 1. Surplus Property Bid – 2028 Clay Street – bid of Maria Angelique Korte - \$522.08
I(C)	Reappointment of Robert L. Wade to the Civil Service Commission. Said term shall expire December 9, 2023.
I(D)	Appointment of Darryl Pea to the Electric Plant Board to replace the late Adolphus Jones, Jr. Said term shall expire February 6, 2025.
I(E)	Reappointment of Ines Rivas-Hutchins to the Code Enforcement Board. Said term shall expire February 26, 2024.
I(F)	Personnel Actions
I(G)	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 (MO #2430; BK 11)
I(H)	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

February 23, 2021

	GRANT IN AN AMOUNT OF \$12,000 FOR THE PADUCAH FIRE DEPARTMENT. (MO #2431; BK 11)
I(I)	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 (MO #2432; BK 11)

Commissioner Gault 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, Henderson, Wilson and Mayor Bray (4).

MUNICIPAL ORDERS

PROPERTY DONATION – 540 LOCUST DRIVE

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)
(MO #2433; BK 11)

PROPERTY DONATION – 1246 SOUTH SIXTH STREET

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)
(MO #2434; BK 11)

APPLICATION FOR A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT IN THE AMOUNT OF \$835,754.13

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

February 23, 2021

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)
(MO #2435; BK 11)

MAP-GIS ESRI LICENSE 3-YEAR RENEWAL \$210,000

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)
(MO #2436; BK 11)

ORDINANCE ADOPTION

BID AWARD FOR 2021-2022 CONCRETE PROGRAM

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioner adopt 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

February 23, 2021

11	Granite Curb Reset with new Concrete Gutter	L.F.	30.00
12	Gutter Replacement – Granite/Concrete Curb in	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	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

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)
(ORD 2021-02-8674; BK 36)

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

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Board of Commissioner adopt 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

February 23, 2021

Economics Partners, LLC. This agreement shall continue until notification of cancellation by either party.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)
(ORD 2021-02-8675; BK 36)

ORDINANCE INTRODUCTION

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

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioner introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 50, ARTICLE III. “STORMWATER CONVEYANCE AND MANAGEMENT” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: this Ordinance is being enacted pursuant to mandates imposed by the Federal Clean Water Act, the National Pollution Discharge Elimination System, and the Kentucky Pollutant Discharge Elimination System in particular those parts that require local governments to comply with water pollution control requirements. This ordinance amends Paducah Code of Ordinances Chapter 50, Article III. “Stormwater Conveyance and Management” to come into compliance with Post-Construction Runoff Control requirements of the Kentucky Division of Water pursuant to the Clean Water Act.

V. DISCUSSION

2021 STRATEGIC PLAN DISCUSSION

Communications Manager Pam Spencer offered the following summary:

“The Board discussed the 12 priority action items for the 2021 Strategic Plan. The Board reviewed each item’s objective, key team member(s), and expectations. The final Strategic Plan document will be adopted at an upcoming meeting. The Board met February 5 and 6 and selected the following priority items listed below in no particular order:

1. *911 Radio/Tower Upgrades and Operational Funding*
2. *Minority Inclusion*
3. *Downtown*
4. *Stormwater*
5. *Southside Enhancements*

NOTE: Mayor Bray announced that Southside Paducah residents and business owners are invited to provide input about their neighborhood at public meetings on March 4 and March 11. Each meeting will be from 5 until 6:30 p.m. at Soirées Events & Catering (2069 Irvin Cobb Drive). Please wear a facial covering. These meetings will help the City develop a plan for Southside’s growth and beautification. (Summary of information provided by Pam Spencer, Communications Manager).

6. *Sports Facilities - Bluegrass Downs and Stuart Nelson Park*
7. *Remote Workers Incentive Program*
8. *Communications Enhancement*
9. *City Facilities*
10. *Develop a plan for Parks & Recreation Building and Fire Station #4*
11. *Housing*

February 23, 2021

12. Annexation/Planned Growth”

CITY MANAGER COMMENTS

- Announced the March 1 reopening of the basketball courts (with rules in place to comply with COVID-19 mandates)

COMMISSIONER COMMENTS

- Commissioner Wilson asked about the re-opening of other facilities. The City Manager responded that Staff continues to work on other re-openings such as the Noble Park Pool

EXECUTIVE SESSION

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)

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

RECONVENE IN OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Paducah Board of Commissioners reconvene in open session at 8:02 p.m.

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

ADJOURN

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

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

Meeting ended at approximately 8:04 p.m.

ADOPTED: March 9, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 9, 2021

Minute File:

1. Notice of Regular Meeting of the Board of Commissioners – February 23, 2021

Contract File:

1. Agreement with Harper Construction, LLC for 2021-2022 Concrete Program – **ORD 2021-02-8674**
2. Agreement with Commonwealth Economics For Professional Services related to the Tax Increment Financing District – **ORD 2021-02-8675**
3. Tyler Technologies Contract Amendment for EnerGov and Munis – **MO #2432**

Financials File:

1. Paducah Water – January, 2021
2. Paducah Junior College – year ended June 30, 2020
3. Paducah Junior College – Television Department – July 2019-June 2020 Annual Report

Bids File:

1. ESRI – Quotations **MO #2436**

CITY OF PADUCAH
March 9, 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

3/3/2021

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
March 9, 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>
Kimbro, Ricky L.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	March 11, 2021

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Byrd, Roger	Chief Electrical Inspector	Retirement	March 31, 2021

TERMINATIONS - FULL-TIME (F/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Schaeffer, Ed E.	Park Ranger	Resignation	March 10, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: KDLA Local Records Grant Program Application and Acceptance up to \$42,772 for the Paducah Police Department - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, Amy Travis

Presentation By: Brian Laird

Background Information: The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah Police Department wishes to apply for a Kentucky Department of Libraries and Archives (KDLA) grant to digitize approximately 26 boxes, 4 five-drawer filing cabinets, and 2 four-drawer filing cabinets of felony case files that state law requires to be stored for 80 years. The size of the boxes and files has created a lack of storage space and accessibility issues and digitizing them will allow for easier access to the file information. The work to scan and digitize the files will be competitively bid according to the city's and KDLA's guidelines (bid attached). No match is required. The grant amount is dependent upon the bids received. The grant request will be in the amount of \$42,772 based on the bids received. The police department has applied for and received this grant the past two years.

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. Authorize and direct the Mayor to execute all required documentation to accept an award if offered by KDLA.

Attachments:

1. MO KDLA FY2022 PD
2. LRGrantGuidelines

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS THROUGH THE KENTUCKY DEPARTMENT FOR LIBRARIES & ARCHIVES (KDLA) FOR A FY2022 LOCAL RECORDS PROGRAM GRANT IN THE AMOUNT OF \$42,772 BASED ON THE BIDS RECEIVED, FOR SERVICES RELATED TO DIGITIZING RECORDS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME.

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

SECTION 1. That the City of Paducah hereby authorizes the submission of an application for an FY2022 Kentucky Department of Libraries and Archives Grant for digitization of Police Department records. It is anticipated that this grant will be in the amount of \$42,772, based upon the bids received by the City of Paducah. No local cash or in-kind match is required.

SECTION 2. That the City of Paducah hereby accepts the FY2022 Kentucky Department of Libraries and Archives Grant in the sum awarded through the Kentucky Local Records Branch to digitize approximately 26 boxes, four five-drawer filing cabinets and two four-drawer filing cabinets of felony case files.

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 March 9, 2021

Recorded by Lindsay Parish, City Clerk March 9, 2021

MO\grants\PD app and award – Local Records KDLA Grant – digitizing records – 2021



Kentucky Department for Libraries and Archives
Local Records Program
Grant Guidelines

Revised 12/17/2020

Table of Contents

Contact Information	2
<u>I. Introduction</u>	
Program Overview	3
Regional Administrator (RA) Assistance	3
Eligible Applicants and Projects	3
Eligible Project Costs	4
<u>II. The Grant Process</u>	
Invitation for Bid Proposal and Bid Proposal Attachment	5
Competitive Sealed Bidding and Soliciting Bids	5
Completing the Application	7
Application Review	7
Award Process	8
<u>III. Post Award Activities</u>	
Grant Disbursements	9
Working with Certified Microfilm Vendors	9
Funds Release (Vendor Payments)	10
Reporting Requirements	10
<u>IV. Additional Details</u>	
Accounting and Auditing Requirements	11
Project Modifications	11
Withdrawal of Awarded Grant Funds	11
<u>V. Glossary</u>	12
<u>VI. Appendix</u>	
Online Resources	16
Grant Forms	16
Sample Applicant Timeline	16

For general information about the Local Records Program or the grant process, please contact Nicole Bryan, Local Records Branch Manager, at 502-564-1745 or Nicole.Bryan@ky.gov. If you are a local government agency and are considering applying for a grant, please contact your Regional Administrator. If you are unsure in which region your agency is located, consult the chart below.



I. Introduction

Program Overview

The Kentucky Local Records Program was created in 1984. Since that time, it has provided millions of dollars to local governments to support preservation of and public access to local records. This has been done primarily through grants for security microfilming, digitization, preservation, salary grants, and shelving and equipment purchases. Funding for the grant program is derived from a \$1.00 fee collected by county clerks on legal processes and instruments.

The Commissioner of the Department for Libraries and Archives awards grants after receiving recommendations from the State Libraries, Archives, and Records Commission per 725 KAR 1:050. Official award status occurs with the notification of award and the signing of a contract by the grant recipient. The grant program operates within the state fiscal year, July 1 through June 30. General information about the grant program and the grant application are available here: [Local Records Program Grants Kentucky Department for Libraries and Archives](#).

Regional Administrator (RA) Assistance

Grant applicants are strongly advised to consult with their Regional Administrator during project specification development and prior to submission of the grant application. Regional Administrators are available throughout the process for consultation with applicants and may review draft applications during the application review period. Please retain a copy of these instructions, as they will be useful in answering many of the questions you may encounter as the process advances.

Eligible Applicants and Projects

725 KAR 1:050 maintains that “Any local government office interested in improving the management and preservation of its public records” is eligible to apply for a grant. Successful applications will clearly demonstrate how the grant funds will be used to ensure the maintenance and security of records deemed appropriate for preservation; and used to promote the effective and economical use of space, equipment and supplies needed for the purpose of creating, maintaining, and servicing records. These activities are defined in state regulations as “any project which seeks to improve the management and preservation of local public records,” including but not limited to:

(1) Security microfilming vital records (critical for the functioning of the office) or historically significant records using Archives and Records Management Division standards. Security microfilming carried out with local records grant funds must be done through a micrographics laboratory or service bureau certified by KDLA and officially recognized by the State Libraries, Archives, and Records Commission. A list of currently certified laboratories can be obtained from the department and is available here: [Certified Micrographics Vendors.pdf \(ky.gov\)](#).

(2) Rerecording projects, for rerecording damaged records or records originally recorded with a nonpermanent process and now losing their image, using archivally acceptable methods of recording on paper or microfilm.

(3) Document preservation projects, to carry out preservation or conservation measures on endangered records of historical significance.

(4) Purchasing document conservation supplies.

(5) Establishing a local government records management program or archives. This could include hiring or partially subsidizing the salary of a qualified archivist who will work with department personnel in initiating a specific, time-limited project according to department standards. Requests for salary support will be evaluated on a case-by-case basis. Such funds are not designed for ongoing support, and they cannot be used to replace salary funds already being expended by the local government. They can be used as short-term salary supplements.

(6) Arranging and describing archival holdings, according to standards and/or formats approved by the department.

(7) Purchasing supplies and equipment, which promote preservation of or access to archival materials, including acid-free boxes and folders, shelving, cabinets, and equipment to read microfilm.

(8) Improving storage conditions, rehabilitating storage areas, installing physical security systems, or providing for adequate environmental conditions in areas where records are stored.

(9) Codification of ordinances for cities and counties. Funds are available for production of initial codes but not for code supplements.

➤ Note: Grant applicants with open Local Records Program grants are not eligible to apply for a current grant until all prior grants are officially closed.

➤ Note: Grant applicants are eligible to apply for one (1) Local Records Program Grant per grant cycle.

➤ Note: Grant applicants that have previously received Local Records grant funds for Codification may apply for a second codification grant, but not for the same codes.

Eligible Project Costs

Equipment eligible for funding includes microfilm reader/printers or reader/scanners, hanging-file storage, microform storage cabinets, map/plat cabinets, file cabinets, and portable air conditioning units and humidity control items.

Wood or plastic shelving is not eligible for funding. Due to the variety of shelving options on the market, it is important to check with your Regional Administrator to ensure that the shelving you have selected meets archival and grant program standards.

Capital improvements, such as ground-up construction or additions to existing buildings, are not eligible project costs.

Fees for records destruction are not eligible project costs.

II. The Grant Process

Prior to contacting your Regional Administrator:

- Understand the responsibilities of all individuals involved in the grant project.
- Develop a realistic estimate of the funds, staffing, and time needed to undertake and complete the project during the grant period.
- Break the project into separate itemized Sections to allow vendors to bid on each individual Section.
- List the Series number for all security microfilming, scanning, and digitization project records. This information can be found in the Local Government Records Retention Schedules available on the KDLA website: [Local Government Records Schedules Kentucky Department for Libraries and Archives](#).
- For shelving grants, determine the per-unit cost, the number of units desired, and the total cost. Include any shipping and/or installation costs.

Once you have identified a need and consulted with your Regional Administrator, review the Local Records Program Grants schedule to see when the grant cycle is set to begin. Applications are only accepted during certain times of the year. The Local Records Program Grants schedule is available on the KDLA website: [Local Records Program Grants Kentucky Department for Libraries and Archives](#).

Invitation for Bid Proposal and Invitation for Bid Proposal Attachment

All Local Records Program Grants applicants must comply with state and local procurement requirements to obtain bids as part of the grants process. Project costs are necessary to complete the grant application and to provide a basis for the grant budget. As a result, formal bids are required. Applicants must submit a minimum of three (3) eligible bid responses for each itemized Section within the application from a responsible bidder or offeror, as defined by statute.

Pursuant to KRS 45A.070 (6) of the Kentucky Model Procurement Code, “responsible bidder or offeror” means “a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.”

Competitive Sealed Bidding and Soliciting Bids

In conformance with KRS 45A.080 (3), you must advertise your Invitation for Bid. A copy of this advertisement must be submitted to KDLA with the grant application. KRS 45A.080 (3) stipulates that responsible bidders shall be given adequate public notice of the invitation for bids. The notice may be posted on the Internet or publication in the newspaper or newspapers of general circulation in the

state as determined by the Secretary of the Finance and Administration Cabinet not less than seven (7) days before the date set for opening of the bids. All bid responses, in their entirety, received by your office must be submitted to KDLA with the grant application.

KRS 45A.070 (4) Invitation for Bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids in accordance with the procedures set forth in KRS 45A.080 of the Kentucky Model Procurement code. The Invitation for Bid Proposal is available on the KDLA website: [Local Records Program Grants Kentucky Department for Libraries and Archives](#). A bid proposal attachment is required and must be itemized by Section and include a detailed written description of the project that describes the type of work to be completed, as well as any equipment specifications. Be sure to list the title(s), date(s), retention series number(s), and volume of the record(s) selected for the project.

Vendors bidding on security microfilming and scanning/digitizing projects must conduct an onsite visit and provide an approximate cost based on the estimated number of pages and/or images and condition of the records. These vendors are required to follow Kentucky Department for Libraries and Archives policies and procedures as outlined in *Microfilming and Digital Imaging of Public Records: A Procedural Guide*, which is available on the KDLA website:

<https://kdla.ky.gov/records/recmgmtguidance/Documents/MicrofilmingandDigitalImagingofPublicRecords-012616.pdf>. For security microfilming projects, the Invitation for Bid Proposal may only be distributed to KDLA certified micrographics laboratories. A list of certified laboratories is available on the KDLA website: [Certified Micrographics Vendors.pdf \(ky.gov\)](#).

Vendors bidding on preservation or conservation projects must conduct an onsite visit to survey any chemical or physical deterioration, or damage to the records in order to provide an approximate cost to repair or extend the life of the record(s).

Because of the limited number of vendors available for some projects, solicitation of bids is allowed. As long as, at least three (3) qualified bidders reply, then solicitation is acceptable. Vendors may reply with a bid, or with a “no bid” letter and the reason for the “no bid.” Written documentation of bid solicitation may be accepted if the documentation shows date of vendor contact, name of vendor and vendor contact, and a copy of all vendor communication regarding the project.

Helpful Hints:

- Applications that do not include the Invitation for Bid Proposal and Invitation for Bid Proposal Attachment are ineligible for funding
- Applications that contain contractually signed (applicant/vendor) bid proposals are ineligible for funding
- Salary grants are only awarded in the first Cycle (or Cycle 1)
- Salary funds may not be combined with other funding requests within the grant application
- Salary grant applications do not require a completed Invitation for Bid Proposal or Invitation for Bid Proposal Attachment
- The vendor site visit date must be included in the vendor bid(s)
- Bid responses must be itemized by Section

- If the vendor charges for time spent evaluating the project, the activity is considered a pre-award expenditure and is an ineligible project cost
- Per diem/travel expenses are not eligible project costs
- Vendors should include the cost of the transfer of digital images and indexes to KDLA in their bid responses

Completing the Application

Once all bid responses are received, you will select the lowest bid vendor(s) and include the bid total(s) in the applicable Sections within the application. The application is available on the KDLA website: [Local Records Program Grants Kentucky Department for Libraries and Archives](#). Applicants should supply information detailing a plan of work, goals, and outcomes. Relevant supplemental information or materials may be added to support your proposal. These may include sample forms, letters of support, photographs, and/or descriptions of items or services that are part of the project and have not been noted or illustrated elsewhere in the application. When completing the application:

- For salary grants, show the estimated work hours for grant-funded individual(s). Salary grants have a grant-reporting period of fifty (50) weeks at a minimum pay-rate of \$15.00 per hour.
- For equipment grants, maintenance/service agreements may be included as part of the initial purchase. Local Records Program Grants will fund (2) year maintenance/service agreements, the equivalent of the eighteen (18) month grant reporting period. Once the expiration of the original maintenance/service agreement has occurred, it is the sole responsibility of the applicant to maintain and/or upgrade equipment purchased with grant funds.

If three (3) bid responses are not included in the grant application, you must submit written justification stating the reason why three (3) bid responses could not be obtained. A determination of funding eligibility will be made based upon this explanation.

To Do's:

- Complete all Sections
- Confirm who can sign the application and make sure it is signed
- Double check that all application materials are included
- Contact RA to review application specifications

Application Review

After the application deadline, an administrative review is conducted on all applications. This review checks the application for completeness (signatures, current forms, number of bids, etc.). After application review, your Regional Administrator completes a Grant Application Recommendation to assess how closely the project meets the criteria defined by 725 KAR 1:050. The application and recommendation are reviewed by the Local Records Branch as a whole. Applications that pass the administrative review are forwarded to the Local Records Grant review Committee for review and

funding recommendation to the State Libraries, Archives, and Records Commission. The Commission makes recommendation to the KDLA Commissioner for approval or denial of the application.

The criteria are:

- (1) Urgency of the problem, significance and age of the records. The Commission and other groups will pay special attention to those local government applicants with critical records problems and to those with older records and with chronologically complete groupings of records.
- (2) Value as a model and type for size and geographical location of the local government. The program strives to assure equity in the geographic distribution of grant projects. The program includes projects in various types and sizes of local governments, and a major goal is to provide model projects in all areas of the state.
- (3) Soundness of the proposed methods. The methods of handling the records should conform to generally accepted professional standards of records management and archival theory and practice.
- (4) Commitment of local government resources to the project and commitment to maintain the program or the lasting benefit of a specific project. The Commission and other evaluation groups will give preference to local governments, which commit some local resources to the proposed projects. Evidence of previous concern or commitment of support to improved local records management and preservation will also be important factors in the reviewers' evaluation.
- (5) Adequate security and protection of records. Local governments should house records in secure, fire resistant facilities, or should state how the proposed project will safeguard the records in question. (See KRS 171.710 regarding the safeguarding of public records.)
- (6) Compliance with all legal requirements regarding custody and public access including complying with the requirements of the state's Open Records Law (KRS 61.870-876) and providing access to the public in an area with proper security and supervision.
- (7) Commitment by the local government to a comprehensive records management program. This would include regular legal disposition of obsolete records in accord with the records retention schedules covering the records of a local government agency, and might also include files control, segregation of inactive or noncurrent material from active files, selective microfilming (where appropriate), and training of records personnel in records management techniques.

Award Process

Once grant awards are determined, applicants that were not selected for funding will be notified by letter. Applicants selected for funding will receive:

- Award Letter
- Grant Award Summary

- Vendor Notification Letter and Vendor Obligation Statement (sample)
- Contract
- Project Status Report Form

The Vendor Obligation Statement must be sent to the lowest bid vendor(s) along with the Vendor Notification Letter explaining that their bid was selected. These documents are available on the KDLA website: [Local Records Program Grants Kentucky Department for Libraries and Archives](#). You must sign, date, and return the contract to KDLA. Once the contract is returned to KDLA with the Vendor Notification Letter(s) and signed Vendor Obligation Statement(s), the project may begin. Grant funds may not be used for expenditures incurred prior to the official start of the grant period or incurred after the conclusion of the grant period. Grantees with salary grants may incur payroll expenses prior to receipt of grant funds.

Grant award decisions are final; however, denied applicants are encouraged to consult with their Regional Administrator to develop revised submissions for subsequent grant cycles. Projects may be fully funded, partially funded, or denied funding.

III. Post Award Activities

KDLA will prepare a media release for Local Records Program Grants project awards that may be shared with local area media outlets.

Grantees should begin organizing their records for the project and note their location. A Regional Administrator must review the records for proper preparation, which includes the creation of Title Targets for security microfilming and digitization projects.

Grant Disbursements

Grant funds are disbursed via check and mailed to grant recipients after the contract has been signed and submitted to KDLA along with the completed Vendor Notification Letter(s) and Vendor Obligation Statement(s). A separate grant (bank) account must be established for your Local Records Program Grant Project. Under no circumstances should grant funds be co-mingled with other fund sources.

Working with Certified Microfilm Vendors

Quality control inspection prevents costly and time-consuming mistakes. The inspection of microfilm ensures that all records are legible and meet the standards set by the Department. Accepted copies of silver film will be designated as the official copy and will be stored in the KDLA Security Vault. Rejected silver film must be reshot and resubmitted until it passes Quality Control. The Department for Libraries and Archives shall also receive copies of digital images and indexes upon completion of the project and before payment is rendered to the vendor.

Vendors should:

- I. submit a test roll of microfilm to KDLA for quality control inspection
- II. film remaining records
- III. develop and inspect the silver masters
- IV. send silver master copies to KDLA for quality control inspection
- V. deposit silver master copies, and any digital images and indexes with KDLA

If grantee and vendor follow-up is necessary to reimage unacceptable products, the new microfilm must be approved by KDLA Quality Control. Additional costs resulting from multiple quality control evaluations will be the responsibility of the vendor or grantee.

Funds Release (Vendor Payments)

Payment to microfilming vendors may not be released until the microfilm has passed KDLA Quality Control and has been accepted by KDLA. Payment to digitizing or scanning vendors may not be released until the digital images and indexes have been accepted by KDLA.

Reporting Requirements

The Local Records Program requires the completion of Project Status Reports to monitor project activities during the grant-reporting period. Only expenditures incurred within the inclusive dates of the awarded grant and in the approved budgeted line items may be claimed. Project Status Report forms can be obtained through the KDLA website [Local Records Program Grants Kentucky Department for Libraries and Archives](#) and are completed every six months for the duration of the grant project. Reports are due on the dates listed in the Grant Award Summary, which all grantees receive after notice of award. Reports should include copies of all financial and programmatic records and supporting documents. Such documentation include, but are not limited to, paid invoices, cancelled checks, deposit receipts, bank statements, and time and attendance records.

The last Project Status Report is considered the final report and should provide written confirmation of the completion of the project as well as proof that all grant funds are expended. On the rare occasion when unexpended funds remain after the completion of the project, the final report should note the amount. If the amount is greater than \$25.00, the unexpended funds are remitted to KDLA and redeposited in the Local Records Program Grants fund. The grant recipient shall retain amounts less than \$25.00 to use toward records management purposes and supplies.

If a project is completed before the scheduled end date, the final report is submitted at that time.

The grant project is officially closed when all project activities are complete, payment is rendered to the vendor(s), the final Project Status Report is submitted and approved, and the grant recipient receives a closeout letter from the KDLA Commissioner.

IV. Additional Details

Accounting and Auditing Requirements

Financial records must be kept in accordance with GAAP (Generally Accepted Accounting Principles) and grant recipients must comply with the audit requirements set forth by the Commonwealth of Kentucky. The grant application, contract, contract amendments, and all project status and financial expenditure reports must be retained permanently. All other documents must be retained for three (3) years from the date of the official closeout letter. If any litigation, claim, or audit begins before the end of three (3) years, the records must be retained until such proceeding is resolved. Should any adverse finding occur, a copy of the audit, finding, and a report on final resolution must be forwarded to the Local Records Branch.

Project Modifications

Grantees must submit in writing to the Local Records Branch Manager any requests for grant project change that alters the scope of the project, the line-item budget, or project activities before any changes are made. Changes are not allowable until the grantee receives written approval from KDLA.

If a project is not expected to be completed within the specified timeframe, a contract Amendment may be requested. This process is initiated by submitting a letter to the Local Records Branch Manager explaining the delay and requesting an extension. Your Regional Administrator will complete an assessment of whether an extension is of merit and present their findings to the Local Records Branch and KDLA Commissioner. If approved, a contract amendment defining the new terms of the grant is forwarded to the grantee for signature.

Withdrawal of Awarded Grant Funds

Grant recipients can voluntarily withdraw from the project with thirty (30) days written notice to KDLA. After giving reasonable notification of unsatisfactory performance of conditions of the project and allowing thirty (30) days for the vendor to achieve compliance, KDLA has the right to terminate and cancel the grant contract. Such cancellation will be by written notice served on the grantee by certified or registered mail with return receipt requested. However, failure to complete a project due to early withdrawal may require to return funds advanced under the contract or return all unobligated/unexpended grant funds.

Glossary

Appraisal

Process of determining the value and then the disposition of records based on their current administrative, legal, and fiscal use; their evidential and informational or research value; their arrangement; and their relationship to other records.

Backfile Conversion

The process of scanning, indexing, and storing a large backlog of documents on an imaging system.

Codification

The systematic arrangement and organization of laws (ordinances and resolutions).

Confidential Information

Information or data exempted from public disclosure under Kentucky's Open Records Act (KRS 61.878), and other state and federal statutes and regulations with specific restrictions. Local government agencies have the responsibility of knowing all the appropriate confidentiality laws, statutes and regulations that apply to the records maintained in their office and to see that they are enforced.

Conservation

Refers specifically to the physical treatment of individual damaged items. The repair or stabilization of materials through chemical or physical treatment to ensure that they survive in their original form as long as possible. Conservation counters existing damage, as distinguished from preservation, which attempts to prevent damage. Conservation does not always eliminate evidence of damage; restoration includes techniques to return materials to their original appearances (which may include fabrication of missing pieces). [\[SAA\]](#)

Custody

The guardianship of records and manuscripts which may include both physical possession (protective responsibility) and legal title (legal responsibility) [\[Glossary of Terms \(utah.gov\)\]](#)

Digitize/Digitization

Creating a digital image that can be manipulated. For local records and preservation, digitizing allows images to be manipulated and indexed. Often used interchangeably with scanning (see below).

Disposition

Refers to what is done with records when those records are no longer needed for current business.

Digital Index

Metadata (similar to keywords) located within digital images that allows for searching and manipulation.

Electronic Record

“A record created, generated, sent, communicated, received, or stored by electronic means.” [KRS 369.102]. Any information recorded in a form that only a computer or other electronic device can process and that satisfies a state or jurisdiction’s definition of a record.

Format

How a record is kept, often called “medium.” Records exist in many formats and can include paper, microfilm, email, photographs, microforms, photographs, audio and video recordings, and electronic records, etc. [\[ARMA\]](#)

Medium

A general term referring to the material (e.g., paper disk, tape) on which business information has been recorded and may subsequently be used for business purposes.

Microfilm

Reliable, long-term, standardized image format. Transparent film containing highly reduced copies of documents. May also refer to the high-resolution, low-grain film used to make such copies.

Microfilm may be created in rolls, sheets (microfiche), strips (usually in jackets), or chips (usually in aperture cards). Standard widths of roll film include 35 mm and 16 mm. Microfilm may use gelatin silver, diazo, or vesicular processes to form the images. [\[SAA\]](#)

Permanent Record

Records appraised as having historical, informational, or evidential value that warrants preserving them permanently (forever) beyond the time needed for their intended administrative, legal, or fiscal functions. These records may be destroyed only after the written permission is given by the State Archivist and after they are microfilmed according to specifications published by the Department for Libraries and Archives.

Preservation

The activity that reduces or prevents damage to extend the life expectancy of collections through practical management. Protecting materials by minimizing chemical and physical deterioration and damage to minimize the loss of information and to extend the life of cultural property. The act of keeping from harm, injury, decay, or destruction, especially through noninvasive treatment. [\[SAA\]](#)

Public Record

“all books, papers, maps, photographs, cards, tapes, disks, diskettes, recordings, and other documentary materials, regardless of physical form or characteristics, which are prepared, owned, used, in the possession of or retained by a public agency.” (KRS 171.410 (1). Public records are recorded information that is created or received by a state or local government agency in any format, which documents a transaction or activity by or with any public official or employee of that agency.

Public Agency

“Every state or local office, state department, division, bureau, board, commission, and authority; every legislative board, commission, committee and officer; every county and city governing body, council, school district board, special district board, municipal corporation, and any board,

department, commission, committee, subcommittee, ad hoc committee, council or agency thereof; and any other body which is created by state or local authority and which derives at least twenty-five percent (25%) of its funds from a state or local authority.” [KRS 171.410]

Regional Administrator (RA)

Administrator of the local records program to local governments within a given region of the state, performing complex professional, administrative and consultative work.

Records Destruction Certificate

Used by records officers to document the destruction of public records. The Records Destruction Certificate is provided by KDLA.

Records Inventory

List identifying the location, name, and description of each records series, held by a state or local government agency. A completed inventory provides information essential to preparing a records retention schedule, with appropriate retention and disposition instructions, for records created and maintained by a state or local government agency.

Records Management

The administrative and managerial activities related to managing records throughout their life cycle—from creation to their final stage of disposition, in which they are either destroyed or permanently preserved. May also refer to the field of management responsible for the efficient and systematic control of the creation, receipt, maintenance, use, and disposition of records, including processes for capturing and maintaining evidence of and information about business activities and transactions in the form of records. [ARMA]

Records Management Program

An effective program usually includes the following elements: obtaining strong policy and financial support from the governing or supervisory authority; developing policies and procedures for managing records and information; putting in place filing and indexing systems and tools; conducting an inventory of records; establishing and following records retention schedules; identifying and using technology appropriately to create, store, and retrieve materials; storing inactive records in a cost-effective and secure manner; destroying obsolete records in a timely and systematic manner and documenting their destruction; and identifying and preserving essential records. [CoSA]

Records Officer

Person designated by the agency to serve as the official liaison with KDLA on records management issues and to coordinate records management within the agency. [725 KAR 1:010]

Records Retention Schedule

The documents governing the retention and disposition of records series of a state or local public agency, and lists each record type, termed a “record series,” and each electronic records system created by a public agency. The documents that authorize the period of time that records are kept before they are destroyed or kept permanently. Records retention schedules are also sometimes used to identify essential records and to plan for their protection in an emergency. Most government agencies, from the federal level to the local level and the territorial and tribal levels, have mandated records retention and management requirements, governed by laws, rules, and regulations. Typically, there are two types of records retention schedules: General Records Retention Schedules, which cover commonly occurring cross-agency records, and Agency-Specific Records Retention Schedules, which list program records unique to a particular agency.

Records Series or Series Number

A group of related records that are filed and/or used together as a unit and therefore are evaluated as a unit for retention purposes, e.g., a personnel file consisting of an application, reference letters, benefit forms, etc. [ARMA]

Retention Period

Minimum length of time a record is to be maintained in an accessible format for administrative, legal, fiscal, historical, or other purposes.

Scanning

Creation of digital image from physical record (paper, photograph, etc.). Often used interchangeably with digitize (see above).

Section

An area in the grant application to list the plan of work or specific project activities.

Record Series

A document or a set of documents maintained together because they relate to a particular subject or function, resulting from the same activity, taking the same form, or because of some other relationship arising out of their creation, receipt, or use.

Vital Record

Records that are essential to the continued functioning of the local government during and after an emergency, as well as those records that are essential to the protection of the rights and interests of that local government and of the individuals for whose rights and interests it has a responsibility.

Appendix

Applicants are encouraged to visit the KDLA website for any updated information concerning the grant program prior to submitting their applications.

Online Resources

Local Records Program Grants

[Local Records Program Grants Kentucky Department for Libraries and Archives](#)

Local Government Records Retention Schedules

[Local Government Records Schedules Kentucky Department for Libraries and Archives](#)

Microfilming and Digital Imaging of Public Records: A Procedural Guide

<https://kdla.ky.gov/records/recmgmtguidance/Documents/MicrofilmingandDigitalImagingofPublicRecords-012616.pdf>

KDLA Certified Micrographics Vendors List

[Certified Micrographics Vendors.pdf \(ky.gov\)](#)

Grant Forms

Local Records Program Grants forms are available on the KDLA website:

<https://kdla.ky.gov/records/recmgmtservices/Pages/LocalRecordsProgramGrants.aspx>.

Sample Applicant Timeline:

1. Develop project and create itemized specifications
2. Advertise/submit specifications and Invitation for Bid to potential vendors
3. Select lowest bid vendor
4. Complete application text
5. Submit application package

Additional information regarding records management for Local Government Agencies is available from the Local Records Branch at Kentucky Department for Libraries and Archives: www.kdla.ky.gov.

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: Adopt City Commission Priorities - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen, James Arndt, Lindsay Parish

Presentation By: Michelle Smolen, James Arndt

Background Information:

City Commission Priorities

The City Commission Priorities reflects the 12 highest priorities of the Board of Commissioners for calendar year 2021. The City Commission Priorities is formerly known as the Strategic Plan. The 12 priority items are listed below in no particular order:

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

The City Commission Priorities being considered for adoption also includes the following 6 potential projects for the use of the \$20mm bond proceeds:

- Airport
- 911
- Outdoor Recreation Facility
- Stormwater
- City Facilities
- Miscellaneous/Southside Enhancements

Finally, the City Commission Priorities includes 24 Continuous Improvement goals for staff and 4 What's Important Later action items.

Background

The Board developed City Commission Priorities during the annual retreat on February 5th and 6th. At the February 23rd City Commission meeting, the Board provided additional feedback the top 12 action item's objective, key team member(s), and expectations.

Reporting & Communications

A quarterly update on the 12 priority action items will be provided to the Board of Commissioners on April 1,

July 1, October 1. An annual report for the 12 priority action items will be provided to the Board by January 15, 2022. A communications plan will be implemented for each priority action item. Staff will work with the City Manager's Office on the Continuous Improvement goals but will not provide a report on each goal.

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: Adopt the City Commission Priorities

Attachments:

1. MO Commission Priorities
2. City Commission Priorities Final

MUNICIPAL ORDER NO. _____

**AN MUNICIPAL ORDER OF THE CITY OF PADUCAH,
KENTUCKY, ADOPTING THE CITY COMMISSION
PRIORITIES, THE CONTINUOUS IMPROVEMENT
GOALS AND WIL ACTION ITEMS FOR CALENDAR
YEAR 2021 AND REPEALING MUNICIPAL ORDERS 2098,
2207 AND 2368**

WHEREAS, the Board of Commissioners of the City of Paducah believe that it is best interest of the citizens of Paducah for the City to formulate Commission Priorities for the future success of the community; and

WHEREAS, the Board of Commissioners participated in two planning sessions and a Commission meeting discussion about their priorities for calendar year 2021; and

WHEREAS, the Board of Commissioners now desires to adopt the Commission priorities, Continuous Improvement Goals and What's Important Later (WIL) Action Items for calendar year 2021.

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

SECTION 1. That the City of Paducah hereby repeals Municipal Order No. 2098 entitled, "AN MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING TWO CORE ELEMENTS OF THE CITY'S STRATEGIC PLAN (VISION AND KEY PERFORMANCE AREAS & OBJECTIVES); AND DIRECTING THE CITY MANAGER AND HIS STAFF TO ESTABLISH THE MISSION AND ORGANIZATIONAL VALUES FOR THE STRATEGIC PLAN AND PREPARE AN IMPLEMENTATION ACTION PLAN FOR THE FINAL CORE ELEMENT OF THE STRATEGIC PLAN," in its entirety.

Further, the City of Paducah hereby repeals Municipal Order No. 2207 entitled "A MUNICIPAL ORDER AMENDING THE VISION AND KEY PERFORMANCE AREAS OF THE CITY'S STRATEGIC PLAN AND ADOPTING THE STRATEGIC PLAN ACTION STEPS FOR THE CITY OF PADUCAH," in its entirety.

Further, the City of Paducah hereby repeals Municipal Order No. 2368 entitled, "A MUNICIPAL ORDER AMENDING THE CITY'S STRATEGIC PLAN AND ADOPTING THE STRATEGIC PLAN ACTION STEPS FOR THE CITY OF PADUCAH" in its entirety.

SECTION 2. That the Board of Commissioners hereby adopts the City Commission Priorities, Continuous Improvement Goals and What's Important Later (WIL) Action Items as attached hereto and made part hereof (Exhibit A) for calendar year 2021.

SECTION 3. This Municipal Order shall become effective on the date of its adoption and shall remain in effect until amended or repealed by action of the Board of Commissioners of the City of Paducah, Kentucky.

George Bray, Mayor

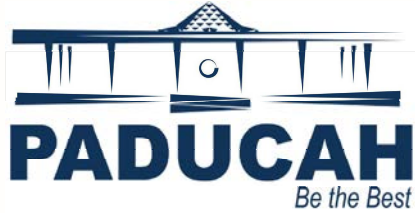
ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners _____

Recorded by the City Clerk _____

\\mo\Commission Priorities 2021



City Commission Priorities

Calendar Year 2021



City Commission Priorities

The City Commission Priorities reflects the 12 highest priorities of the Board of Commissioners for calendar year 2021, as well as 6 potential projects for the use of the \$20 million bond proceeds. A quarterly update on the 12 priority action items will be provided to the Board of Commissioners on April 1, July 1, October 1. An annual report for the 12 priority action items will be provided to the Board by January 15, 2022. A communications plan will be implemented for each priority action item.

City Commission Priorities			
Action Item	Objective	Key Team Members	Expectation
911 Radio/Tower Upgrades and Operational Funding	Clearly established partnership agreement with the County to create a sustainable revenue source to cover both operational funding and requisite infrastructure improvements	Chief Laird, Jon Perkins, Chief Kyle and CMO	- Educate the community and elected officials - Update Federal Engineering study on project cost - Negotiate interlocal agreement with County - Create a sustainable revenue source - Consider utilization of a portion of existing bond proceeds
Minority Inclusion	Intentional minority inclusion in City employment, Committees and Board	Mayor Bray, Commissioner Henderson and Stefanie Suazo	- Team Paducah (departments, Leadership Team, Boards and Commissions) are representative of the community's demographics through attrition and inclusion based hiring tactics - Identify and adopt city-wide and departmental inclusion hiring strategies - Citywide inclusion training for all departments, Boards and Commissions - Implementation of a Multidepartment Inclusion Team (MIT) with team members from all levels of the organization - Encourage and support a community Diversity and Inclusion Council - Create a diversity and inclusion statement
Downtown	Concentrated effort to support, enhance, celebrate and improve our thriving downtown community	Planning Director & Katie Axt	- Design and construction of City Block - Full TIF implementation - Development and implementation of Entertainment Destination Center - Net gain of 10 business downtown on an annual basis - Celebrate business openings and highlight downtown

			businesses - Obtain and maintain full Main Street Accreditation - Survey downtown merchants & businesses to determine additional ways to help - Continue to promote the downtown opportunity zone
Stormwater	Further investigate the implementation of a stormwater master plan	Rick Murphy, Jon Perkins, CMO	- Educate Board of Commissioners on current Stormwater Master Plan and Stormwater Utility. Reassess and consider the timeline assumptions. Consider adoption of the Plan. - Consider utilization of a portion of existing bond proceeds for identified projects within the plan - Board of Commissioners to consider the feasibility of a stormwater utility fee excluding the floodwall costs - Identify and establish a community wide strategy that is supported by local businesses and churches
Southside Enhancements	Targeted empowerment, engagement and beautification of Southside neighborhoods	Planning Director, Melanie Reason, Rick Murphy & Chief Kyle	- Identify a concentrated geographical area - Meet with residents and businesses within the concentrated area to develop a joint vision for community enhancement - Create a neighborhood steering committee - Identify community financial partners - Focus on infrastructure improvements, beautification efforts, demolition of dilapidated buildings, creation of incentive program for businesses and homeowners - Consider utilization of a portion of existing bond proceeds for qualified projects - Help communities start neighborhood watch initiatives
Sports - Bluegrass Downs and Stuart Nelson Park	Partner with the County and the Sports Commission in the design and construction of the outdoor recreational facilities	Amie Clark, Rick Murphy & CMO	- Formalize equal partnerships (financial and participation) - Consider utilization of a portion of existing bond proceeds - Finalize an interlocal agreement - Design and construction - Improvement of Stuart Nelson access roads and Bob Noble city recreational fields - Honor historical heritage of Stuart Nelson Park

Remote Workers Incentive Program	Create and implement an effective incentive program	Kathryn Byers and Ty Wilson	- Research incentive programs by identifying and evaluating effective programs - Gather local input by conducting surveys (e.g. Paducah Young Professionals) - Establish rules and procedures - Establish funding - Present proposal to the Board of Commissioners within 60 days - Implement successful program - Market and promote program - Administer program - Re-evaluate at 12 month mark
Communications Enhancement	Effectively reach all segments of our community	Pam Spencer and Kathryn Byers	- Bring detailed communications enhancement plan within 60 days - Promote what we are doing - Target all areas of our community - Clearly and succinctly communicate our message using easy to understanding language - Incorporate communications into project budgets - Incorporate communications strategy into all projects/program decisions - Invest in technological needs to better meet the needs of our community - Conduct regular media luncheons - Hold industry specific luncheons - Incorporate communication strategy on agenda action form
City Facilities	Implement action items identified in the facilities maintenance plan	Chris Yarber, Rick Murphy and Jon Perkins	- Budget for projects identified within the facilities maintenance plan on an annual basis - Establish a city facilities improvement plan similar to fleet - Consider utilization of a portion of existing bond proceeds for identified projects within the plan

Develop a plan for Parks Building and Fire Station 4	Identify a replacement/relocation plan for Fire Station 4 and Parks and Recreation Facility	CMO, Amie Clark, Rick Murphy, Chief Kyle	- Solicit design and construction estimates for the facilities - Identify community needs - Complete site selection process - Seek community input and stakeholder engagement
Housing	Continued investment in the improvement of our housing stock	Planning Director, Melanie Reason	- Investigate residential housing development incentives - Investigate financial institution partnerships - Evaluate and explore new neighborhood revitalization strategies - Identify developers to partner with the City on new housing developments - Continue supporting Midtown Alliance in becoming a Community Development Corporation - Support community efforts in finding solutions for a temporary homeless shelter and transitional housing
Annexation	Proactively annex adjacent properties into city corporate boundaries	Planning Director & Josh Sommers	- Primary focus should be on commercial, multifamily residential and industrial properties - Investigate and implement annexation incentive program - Annually budget for cost of annexations - Annex a minimum of 6 parcels of property into the city on an annual basis

Potential Projects for \$20 million bond proceeds

- Barkley Regional Airport
- 911 Projects
- Outdoor recreation facilities
- Stormwater projects
- City Facilities
- Miscellaneous/Southside Enhancements

Continuous Improvement Goals

The Continuous Improvement goals are ongoing areas of emphasis for the organization. The Key Team Members will work with the City Manager's Office on the following goals but will not provide a report on each goal.

Item Code	Continuous Improvement Goals	Key Team Member
CI - 1	Continue to support efforts to cultivate local entrepreneurship and innovation with Sprocket and CodeFi	Kathryn Byers
CI - 2	Implement new zoning regulations	Planning Director
CI - 3	Improve and construct internet Wi-Fi at public places	Stephen Chino
CI - 4	Improve street conditions within the City	Rick Murphy
CI - 5	Increase energy efficiency within City-owned and operated facilities and street lights	Rick Murphy
CI - 6	Intensify parks maintenance and cleanliness efforts	Amie Clark
CI - 7	Promote, design and encourage annual athletic tournaments and competition	Amie Clark
CI - 8	Host city sponsored special events partnering with community/business partners	Molly Tomasallo Johnson
CI - 9	Continue enhancement of parks equipment, and signage	Amie Clark
CI - 10	Continue to develop a dynamic, interactive, resource-rich website, online services and social media presence	Leadership Team
CI - 11	Create and sustain a customer centric culture aligned with our organizational values	Lindsay Parish
CI - 12	BUILD Grant - design and construct a steamboat excursion dock, park, and pedestrian connections to downtown	Ty Wilson
CI - 13	Initiate and maintain ongoing effective communications with GPED	CMO
CI - 14	Continue to expand the Greenway Trail Corridor throughout the City	Rick Murphy & Planning Director, Amie Clark
CI - 15	Continue implementation of the USACE/City of Paducah \$32m Local Flood Protection Project (LFPP) Restoration	Rick Murphy
CI - 16	Improve and maintain cyber security and City Hall security	Stephen Chino
CI - 17	Improve the experience of planning community special events for the customers	Michelle Smolen
CI - 18	Design and build a cooperative public safety training facility and grounds	Chief Kyle
CI - 19	Create a culture of Safety in the City of Paducah and decrease the Mod Rate	Stefanie Suazo
CI - 20	Increase the number of recycling customers	Chris Yarber
CI - 21	Increase efficiency in our waste hauling and snow plowing routes (GPS)	Chris Yarber
CI - 22	Expand City and County collaborations and partnerships	CMO
CI - 23	Expand pickle ball activities	Amie Clark
CI - 24	Improve parking lot accessibility and availability for the PD	Chief Laird and Rick Murphy

What's Important Later

The What's Important Later action items are future goals for consideration by the Board.

Item Code	What's Important Later Action Item	Key Team Member
WIL 1	Develop and implement a fire community risk reduction program	April Tinsman
WIL 2	Beautification of commercial corridors through the focus on signage at gateways	Rick Murphy & Chris Yarber
WIL 3	Create a comprehensive bike plan	Planning
WIL 4	Installation of public art in community gateways	Planning

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: Application for City Hall Historic Tax Credit Grant Phase II- **K AXT**

Category: Municipal Order

Staff Work By: Katie Axt

Presentation By: Katie Axt

Background Information: The Kentucky Heritage Council (KHC) administers the Kentucky Historic Preservation Tax Credit program. Tax credits are one of the nation's most successful and cost-effective community revitalization tools - creating jobs, leveraging private investment, enhancing property values, and returning underutilized properties to tax rolls. Tax credits are instrumental in preserving the historic places that give cities like Paducah its special character.

Designed in 1963 by internationally known architect Edward Durell Stone, City Hall is Paducah's architectural crown jewel. City Hall is part of a unique and prolific collection of Stone's New Formalist designs, the first of his works to be constructed in the Commonwealth and the finest example of New Formalism architecture in Paducah. City Hall was added to the National Register of Historic Places in 2017.

KHC awarded Paducah \$192,143.91 in an initial round of historic tax credits in February 2020 (file 92859.285). The City completed City Hall's rehabilitation in 2019. Work expenses exceeded the initial tax credit award. Staff recommend applying for a second round of credits to capture more state incentive and generate additional revenue for FY2022.

The Kentucky Heritage Council awards tax credits up to 20% of total rehabilitation costs for properties owned by government organizations. Total eligible expenses for the City Hall Rehabilitation Project were approximately \$4.3 million. Phase 1 of the Project was roof rehabilitation (\$2.4 million). KY Heritage Council awarded the City of Paducah \$213,000 in tax credits in 2018. The City sold the tax credits to Paducah Bank for \$192,000. Phase 2 accounts for all other eligible expenses (\$1.9 million). Maximum tax credit award is estimated at \$380,000. Historic tax credits are highly competitive and subject to availability of funds. In a typical year, Kentucky Heritage Council awards a total of \$5 million in incentives. In 2019, Kentucky Heritage Council received 152 tax credit applications and approved 117 projects. These projects represented \$114 million in rehabilitation investment.

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

If yes, please list the Action Step Item Codes(s): I - Maintain Thoughtful & Modern Infrastructure

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize Mayor to execute an application and all documents necessary to the Kentucky Heritage Council for a tax credit allocation for City Hall Renovation Phase II project.

Attachments:

1. MO Historic Tax Credit App

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION TO THE
KENTUCKY HERITAGE COUNCIL FOR A HISTORIC TAX CREDIT ALLOCATION FOR
THE CITY HALL RENOVATION PHASE II PROJECT AND AUTHORIZING THE MAYOR
TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all
documents necessary to the Kentucky Heritage Council for a tax credit allocation for the City
Hall Renovation Phase II project.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\grants\Kentucky Heritage Council-tax credit allocation-City Hall Phase II

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: Application for an Emergency Solutions Grant (ESG-CV) for Emergency Shelter in the amount of \$31,500 through the Kentucky Housing Corporation - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information: In response to the novel coronavirus pandemic (COVID-19), the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in March 2020, which provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG) Program (24 CFR 576). These funds (ESG-CV) must be used to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by the virus.

Kentucky Housing Corporation (KHC) is the recipient of ESG-CV funds for Kentucky's non-entitlement areas. KHC invites eligible applicants within Kentucky's 118-county Balance of State Continuum of Care (KY BoS CoC) to request funding for activities authorized under the ESG Emergency Shelter (ES) component (24 CFR 576.102) of the ESG Interim Rule. This application is not for Rapid Rehousing (RRH), Prevention, or Street Outreach components. As part of this application, applicants may request funds for the Homeless Management Information System component (HMIS) as well as Administrative activities (Admin) to support ES implementation.

The City of Paducah wishes to apply for a ESG-CV grant and act as a pass through for the Community Kitchen. Community Kitchen has been providing shelter for people in need by placing them in hotels/motels. Providing shelter has become difficult due to social distancing requirements. An eligible activity for this grant is providing hotel/motel vouchers. The City is applying for \$30,000 to be used towards vouchers, and \$1,500 will be used for Community Kitchen to become licensed and operate the Kentucky Homeless Management Information System (KYMIS) as required by the grant. There is no match requirement for this grant.

The application deadline was February 26, 2021. The application was submitted on this day.

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 ESG-CV Community Kitchen 2021
2. 2021 ESG-CV Emergency Shelter Component NOFA

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND RATIFYING AN APPLICATION FOR A 2021 EMERGENCY SOLUTIONS GRANT (ESG-CV) FOR EMERGENCY SHELTER IN THE AMOUNT OF \$31,500 THROUGH THE KENTUCKY HOUSING ON BEHALF OF COMMUNITY MINISTRIES, INC., d/b/a COMMUNITY KITCHEN, FOR COVID-19 RELATED HOMELESS EXPENSES EXPENDITURES AND AUTHORIZING & RATIFYING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby authorizes and ratifies the execution and submission of an application and all documents relating to same, requesting an Emergency Solutions Grant (ESG-CV) through the Kentucky Housing Corporation in the amount of \$31,500 on behalf of Community Ministries, Inc., d/b/a Community Kitchen, for COVID-19 related expenses. No local or in-kind match is required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 9, 2021
Recorded by Lindsay Parish, City Clerk, March 9, 2021
\\mo\grants\app-ESG-CV Community Kitchen 2021



Kentucky Balance of State Emergency Solutions Grant Program CARES ACT Funding (ESG-CV)

2021 NOTICE OF FUNDING AVAILABILITY for Emergency Shelter (ES) Component

Revised February 11, 2021

**Application Deadline:
Friday, February 26, 2021
5:00 p.m. ET**

Kentucky Housing Corporation
Housing Contract Administration
1231 Louisville Road
Frankfort, KY 40601
(502) 564-7630



Kentucky Housing Corporation prohibits discrimination based on race; color; religion; sex; national origin; sexual orientation; gender identity; ancestry; age; disability; or marital, familial or veteran status.

Table of Contents

Section I: 2021 Notice of Funding Availability Purpose	3
Section II: Submission Deadline and Pertinent Dates.....	3
Section III: Eligible Applicants	3
Section IV: Eligible Activities (Use of Funds)	4
Section V: Examples of Eligible Activities to Prevent, Prepare for, and Respond to COVID-19.....	6
Section VI: Estimated Awards	7
Section VII: Match Requirement.....	8
Section VIII: Grant Term and Expenditure Requirements	8
Section IX: Subrecipient Expectations.....	9
Section X: Application Process and Submission Requirements	10
How to Submit	10
Attachments Required for All Applicants	10
Attachments Required if Applicable.....	11
Bonus Attachment (OPTIONAL).....	12
General Guidance	12
State Clearinghouse Review	13
Section XI: Selection Process	13
Section XII: Resources	14

Section I: 2021 Notice of Funding Availability Purpose

In response to the novel coronavirus pandemic (COVID-19), the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, in March 2020, which provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG) Program (24 CFR 576). These funds (ESG-CV) **must be used to prevent, prepare for, and respond to COVID-19** among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by the virus.

Kentucky Housing Corporation (KHC) is the recipient of ESG-CV funds for Kentucky's non-entitlement areas. KHC, through this 2021 Notice of Funding Availability (NOFA), invites eligible applicants within Kentucky's 118-county Balance of State Continuum of Care (KY BoS CoC) to request funding for activities authorized under the **ESG Emergency Shelter (ES) component** (24 CFR 576.102) of the [ESG Interim Rule](#). This application is not for Rapid Rehousing (RRH), Prevention, or Street Outreach components. As part of this application, applicants may request funds for the Homeless Management Information System component (HMIS) as well as Administrative activities (Admin) to support ES implementation.

All relevant materials relating to this NOFA are posted on the [ESG page](#) of the KHC website.

NOTE: KHC reserves the right to revise this NOFA as necessary.

Section II: Submission Deadline and Pertinent Dates

- February 10, 2021 – Application Opens
- February 16, 2021 – Application Overview Webinar (Optional), 1:30 p.m., ET. [Registration required](#). The webinar will be recorded and posted for later review.
- February 26, 2021 – **(DEADLINE)** Application Closes at 5:00 p.m. ET
- March 12, 2021 – KHC intends to make award announcements no later than this date.

Section III: Eligible Applicants

All of the allocation will be made available to:

- Units of local government or
- Private nonprofit organizations

Organizations awarded funding through the 2020 ESG-CV Emergency Shelter funding round are eligible to apply.

NOTE: KY Balance of State ESG-CV resources are NOT eligible for projects or activities located in Jefferson or Fayette counties. Organizations located in Jefferson or Fayette counties that wish to provide ES activities in any of the 118-county BoS counties are welcome to apply.

- Nonprofit organizations must be exempt from taxation under subtitle C of section 501(c), have an accounting system, a voluntary board with at least one member who is currently experiencing homelessness or who has previously experienced homelessness, and practice nondiscrimination in the provision of assistance. Assistance may be provided to primarily religious organizations that agree to provide all eligible activities in a manner that is free from religious influences.
- Applicant must have and include a [DUNS Number](#) as part of the application submission.
- Applicant must register in the [System for Award Management \(SAM\)](#) before a contract can be awarded. Applicants are strongly encouraged to start the registration process as soon as possible.
- Applicant must be in good standing with the Commonwealth of Kentucky.
- Applicant's proposed activities must not take place in a building not approved for occupancy.
- Applicants include organizations providing shelter for a temporary period (e.g., warming shelters open during the winter months only). Note, in KHC's regular ESG competition, shelters not available for 12 months (i.e. "year-round") are not eligible to apply. For this ESG-CV Emergency Shelter Component application, temporary shelters are eligible.

Section IV: [Eligible Activities \(Use of Funds\)](#)

Applicants may request funds for the eligible activities listed below. If an applicant meets certain threshold requirements, funds may be requested to reimburse costs incurred back to January 1, 2021—Grant funds awarded through this application can be used for costs incurred through September 30, 2021.

- 1. Emergency Shelter Component (ES) 24 CFR 576.102:** Applicants may request funding for certain activities under the Emergency Shelter component (24 CFR 576.102) of the ESG Interim Rule. All funds must be used for activities to prevent, prepare for, and respond to COVID-19.

For the purpose of COVID-19 preparedness, prevention, and response, "Emergency Shelter" can refer to an existing structure that is requesting funding to adhere to Centers for Disease Control (CDC) guidance, hotel/motel vouchers for the use of non-congregate shelter, and/or temporary structures to be used as shelter while COVID-19 measures are in place.

KHC is limiting ESG-CV Emergency Shelter Component activities to the following:

Essential Services – 576.102 (1), limited to:

- Case Management - 576.102 (1)(i)(A-H)
- Outpatient Health Services - 576.102 (1)(v)
- Transportation - 576.102 (1)(x)

On a case-by-case basis, KHC reserves the right to allow ESG-CV funds to be used for other essential services authorized under 24 CFR 576.102(1) if it is needed to prevent and respond to COVID-19.

Renovation – 576.102 (2)

- Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). Renovation costs are only allowed in emergency shelters must owned by a government entity or private non-profit organization. See further Renovation activity requirements below.

Period of Use Requirement:

While the ESG Interim Rule requires buildings that are renovated or converted into emergency shelter using ESG funds to be used as emergency shelters for a specified period (3-10 years), the CARES Act waives this requirement for shelters designated by KHC, per HUD guidelines, as “temporary”. However, in some circumstances, costs incurred for temporary shelter renovations or conversion of property to a temporary emergency shelter may have to be paid back. Shelters not determined to be temporary must comply with minimum period of use requirements. KHC will require that all renovation or conversion work be completed no later than **April 30, 2021**. Waivers to these requirements will be considered on a case-by-case basis. As the purpose of this funding is to quickly respond to COVID, renovations not clearly related to preventing or responding to COVID-19 will not be approved.

Renovation Work Commencement:

To be eligible for ESG-CV funding, renovation work **cannot, under any circumstances**, begin until KHC has officially approved the construction activities. A federally required Environmental Review must be approved prior to the commencement of any work designated as renovation or conversion. Please note an award of funds (i.e., award letter, grant agreement executed with KHC) does NOT constitute official approval to proceed with actual renovation activities.

Shelter Operations – 576.102 (3)

- Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

2. Homeless Management Information System Component (HMIS) 24 CFR 576.107:

- Applicants may request funds to pay for the costs of contributing data to HMIS. Specific uses are outlined in 24 CFR 576.107.

NOTE: Applicants, especially those not currently using the Kentucky Homeless Management Information System (KYHMIS) or a HMIS-compliant comparable database if a Victim Service Provider, are encouraged to request funds to support HMIS activities such as hardware needs, HMIS user licenses, and staff costs (see 576.107 of the ESG Interim Rule). As discussed in this NOFA, ESG-CV-funded projects must participate in KYHMIS, which includes client-level data entry and generation of HMIS data quality and performance reports, regardless of how HMIS activities are funded.

3. Administrative Activities (Admin) 24 CFR 576.108:

- Applicants may request up to 5% of their requested amount for the ES component and HMIS component for Administrative (Admin) activities as outlined in 24 CFR 576.108. For example, if an applicant requests \$50,000 for ES and HMIS activities, they can request an additional 5% for Admin (i.e., \$2,500 in this example). This would make their total request \$52,500.

NOTE: KHC typically limits Admin funds to 3.75 percent for regular ESG allocations. Under the CARES Act, a higher percentage of ESG-CV funds may be used for Admin activities.

Applicants are required to read the [ESG Interim Rule](#), [HUD Notice CPD-20-08: Waivers and Alternative Requirements for the Emergency Solutions Grants \(ESG\) Program Under the CARES Act](#), and the [KHC ESG Policy Manual](#) and administer its ESG projects in a manner consistent with both.

Environmental Reviews and Habitability Standards

The CARES ACT waived certain requirements for Environmental Review and Shelter Habitability Standards typically required by the ESG Interim Rule. KHC will evaluate the applicant's proposal for ESG-CV funds and determine if an Environmental Review is needed. In all circumstances, a facility being used as emergency shelter must still meet all required state and local building codes for occupancy.

Section V: [Examples of Eligible Activities to Prevent, Prepare for, and Respond to COVID-19](#)

As previously stated, the purpose of ESG-CV funds is to prevent, prepare for, and respond to COVID-19 in order to prevent and mitigate the spread of COVID-19 among people experiencing homelessness and the staff that provide services to these people. This requires existing shelters to implement public health protocols such as social distancing, isolation space (especially for residents suspected of having COVID-19, those with confirmed cases, and high-risk residents such as elderly and people with pre-existing health conditions), the use of personal protective equipment (PPE), and cleaning/disinfecting of shared and living spaces. In many communities where existing shelter is not available or where current shelters are not able to implement these safety protocols, additional space may need to be identified to allow people to have shelter while staying as healthy as possible. This may be space within an existing shelter (e.g., an office not being used) that could be temporarily converted into a quarantine space for someone who has tested positive or is awaiting test results or it could be an entirely separate building.

In addition, permanent housing is the most effective way to mitigate the spread of COVID-19 by allowing people to be "healthy at home" – their own home. ESG ES funds may be used to support staff costs to help shelter residents obtain permanent housing. These costs are eligible under the "Case Management"--24 CFR 576.102(1)(i). Applicants, regardless of whether ESG funds are provided to support the staff costs, are expected to connect residents as quickly as possible to permanent housing. This allows residents to be safe in their own housing and protects staff and residents remaining in shelter by reducing overcrowding.

Below is a list of some eligible uses of ESG-CV ES funding applicants. This list is not necessarily exhaustive but should give applicants an idea of reasonable COVID-19 related requests.

- Cleaning supplies such as bleach, disinfectant wipes, scrubbers, mops, etc.
- Personal protective equipment such as masks and gloves (for staff and residents)
- Thermometers
- Bed linens, towels, alcohol-based hand sanitizer, soap, tissue
- Cots, room dividers, plexiglass “sneeze” guards to create physical barriers between people
- If meals are served, to-go boxes and utensils
- Washers, dryers, portable handwashing stations
- Mobile shower units (to expand bathroom facilities to allow for better social distancing/quarantining)
- Transportation costs including agency-provided transportation, bus, taxi, or rideshare costs for participant travel to and from medical care, including testing and vaccination.
- Expanding staff hours and/or hiring new staff (e.g., a shelter may want to expand its hours to operate 24 hours per day so participants do not have to leave during the day or a shelter may need additional staff to oversee expanded spaces or to provide back-up for staff that may need to quarantine at home)
- Hotel/motel vouchers
- Rent, utility costs, insurance costs of new space to temporarily expand shelter capacity
- Minor renovation costs such as putting up walls to create space within an existing shelter for social distancing/isolation/quarantine or major renovation through the conversion of a building into an emergency shelter*
- Ventilation repair, maintenance, or new equipment that is compliant with recommendations of public health officials*
- Staff training on how to deliver services during the COVID-19 pandemic
- Staff costs to move people quickly out of shelter and into permanent housing
- Hazard Pay

***Note:** Renovation costs are only eligible if the building is owned by a government entity or non-profit organization. Additional restrictions and requirements may apply. **In some circumstances, repair work and new equipment may be considered renovation, which triggers additional compliance requirements (e.g., elevated Environmental Review, Minimum Period of Use).** Applicants must consult with KHC to determine if a project meets the definition of “maintenance/repair” or “renovation”. **Under Any ESG-CV funded work involving activities that could be considered “maintenance/repair” or “renovation” cannot, under any circumstances, begin until KHC has officially approved the construction activities and obtained environmental clearance, if required.**

Section VI: Estimated Awards

Funding will be awarded based on the quality and quantity of applications received. The maximum amount an applicant may request is \$100,000, not including up to an additional 5% for Administrative activities (24 CFR 576.108). For example, an applicant may request \$100,000 for eligible activities shelter and HMIS activities and an additional 5% for Admin activities. Thus, the maximum amount that can be requested, inclusive of Admin, is \$105,000.

However, KHC anticipates awarding funding in amounts of \$20,000 to \$50,000 due to the volume of applications and the need anticipated. The minimum request amount is \$10,000.

It is extremely important that applicants request only the amount of funds it needs to quickly and effectively prevent, prepare for, and respond to COVID-19 and that it can reasonably spend within the grant period.

Only one application may be submitted per agency unless the agency is proposing to provide emergency shelter in more than one county. In general, a separate application should be submitted for each separate county in which shelter will be provided (i.e., if an agency has a physical shelter in one county and a physical shelter in another, it can and should submit two applications). However, if an applicant intends to provide temporary shelter through only hotel/motel vouchers in multiple counties, just one application should be submitted. Applicants should contact KHC to discuss further if it is unclear whether one or more applications are necessary.

KHC reserves the right to modify the maximum amount of funds awarded to an applicant, to award partial funding to applicants, and to negotiate with an applicant regarding award amount and use of funds. KHC also reserves the right to allow an organization to submit more than one application for a certain county if the request is justified given the need.

Section VII: Match Requirement

Under the CARES Act, the typical ESG Match Requirement is waived for ESG-CV funding. Therefore, no match is required for funds awarded through this application process.

Section VIII: Grant Term and Expenditure Requirements

All ESG-CV grant funds awarded through this application must be expended by September 30, 2021. In addition to costs incurred through this date, funds may also be requested for costs incurred back to January 1, 2021 if certain threshold requirements are met.

If funds are awarded for previously incurred costs, the grant term will begin at the time the costs were originally incurred.

ESG-CV subrecipients will be required to submit requests for reimbursement (i.e., “draws”) on a monthly basis. KHC staff will monitor expenditures and reserves the right to recapture funds at any time if the subrecipient is not able to spend funds as planned. Recaptured funds will be reallocated to other ES projects or to other ESG components.

Thresholds for requesting reimbursement for costs incurred between January 1, 2021 and March 1, 2021.

1. Applicant must have been using KYHMIS (or a VSP HMIS-comparable database) to enter client-level data during the time frame for which funds are being requested, or;
2. Applicant must have collected ALL of the required data elements required for HMIS data entry and obtain consent to enter data into HMIS for clients served during the time period for which funds are being requested. However, a grace period of 60 days is allowed. For example, if funds are requested for costs incurred starting January 1, 2021, the organization must be entering client-level data into KYHMIS no later than March 1, 2021 for clients served on and after March

- 1, 2021. If funds are requested for costs incurred since February 1, 2021, client-level data must start to be entered into KYHMIS no later than March 31, 2021.
3. Previous eligible costs must have proper documentation and must not have already been paid for through another grant.

Section IX: Subrecipient Expectations

ESG-CV subrecipients are required to adhere to the following requirements. KHC reserves the right to add other requirements not included in this list.

- **Homeless Management Information System (HMIS) participation**

ESG-CV projects must use the Kentucky Homeless Management Information System (KYHMIS). This includes client-level data entry and data-quality and performance reporting requirements. Client-level data, per HUD, must begin being entered into HMIS no later than 60 days after the first cost is incurred. However, upon grant execution with KHC, the funded agency is expected to immediately start working with KHC to obtain a KYHMIS license and complete training. While HUD allows a 60-day grace period, the expectation is that client-level data should start being entered into KYHMIS as quickly as possible. KHC has an expectation of no more than 30 days from the date the first cost is incurred, with the understanding that up to 60 days may, under limited circumstances, be needed.

- **KY BoS Coordinated Entry System participation**

ESG-CV projects are required to participate in the Any Door Kentucky Coordinated Entry System (CES) in accordance with the [KY BoS CoC Coordinated Entry Policies and Procedures](#) as it relates to emergency shelters.

- **ESG Record Keeping Requirements** as detailed in the [KHC ESG Compliance Toolkit](#)
- **ESG-CV Certifications and Assurances for Emergency Shelter Activities**
- **Subrecipient Grant Agreement** (i.e., “contract” between KHC and agency) provisions
- **Low-barrier shelter**

The CARES Act explicitly states “none of the funds may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services.” This means ESG-CV shelters cannot require potential or current residents to complete or commit to programs or services as a condition of shelter. Examples include participating in life skills or budgeting classes or needing to complete a substance use recovery program prior to entering the shelter. **Furthermore, ESG-CV shelters cannot require COVID-19 vaccination as an eligibility criterion for shelter admission.**

In addition, KHC expects shelters funded with ESG-CV to operate, to the greatest extent possible, using a Housing First approach that includes low-barrier access to shelter. This low-barrier orientation means shelters do not have unnecessary requirements for who can access the shelter (e.g., blanket criminal background checks, having income, sobriety) and reduces requirements for being able to stay in the

shelter. For example, while it is appropriate for a shelter that serves households with children to not allow registered sex-offenders to stay, shelters should work to screen people “in”, not “out”. In addition, being a low-barrier shelter means the shelter works to keep the person in shelter while a permanent housing solution is found, not setting up so many rules that people simply return to being unsheltered. The National Alliance on Ending Homelessness has an entire [learning series](#) dedicated to making the shift to low-barrier shelter. Applicants are strongly encouraged to evaluate their current policies and procedures for entry into the shelter and expectations of people staying in the shelter to eliminate any arbitrary requirements that do more to keep people out than actually helping them to resolve their homelessness. Furthermore, since ESG-CV funds are specifically to help mitigate the spread of COVID-19, shelters should be focusing on keeping people safe from the virus and moving them as quickly as possible into their own permanent housing, not setting up barriers or requirements that are counter to this priority.

Section X: Application Process and Submission Requirements

Applicants will submit all application materials via email. KHC’s Universal Funding Application System (UFA) will not be used for the application phase of the funding process.

Applicants should carefully read the instructions below to ensure they attach all required documents to their submission email.

How to Submit

Applicants will submit their applications by email. The application is comprised of various documents that will be attached to the email. Required attachments must be included in one email per project application. Each required document below should be named with the specific naming convention shown below for each document type. **Do not submit all documents in one attachment.**

Submit application documents to Shaye Rabold at srabold@kyhousing.org by 5:00 p.m. ET on Friday, February 26, 2021.

Attachments Required for All Applicants

- **Application Cover Sheet** (form available on ESG page of KHC website)

Document Naming Convention: [Agency Name] Application Cover Sheet

- **Narrative Responses** (form available on ESG page of KHC website)

Document Naming Convention: [Agency Name] Narrative Responses

- **Proposed Budget** (form available on ESG page of KHC website)

Document Naming Convention: [Agency Name] Proposed Budget

- **Signed copy of 2021 ESG-CV Certifications and Assurances** (form available on ESG page of KHC website)

Document Naming Convention: [Agency Name] Certifications and Assurances

- **Evidence of Submission to State Clearinghouse** via www.dlgweb.ky.gov.

Document Naming Convention: [Agency Name] State Clearinghouse Submission

Attachments Required if Applicable (READ CAREFULLY)

- **Proof of 501(C) Status** (Only required if not already a current KHC ESG, ESG-CV, or KHC CoC subrecipient; this attachment is not required for local government applicants),

Document Naming Convention: [Agency Name] Non-Profit Status

- **Certification of Local Approval** (if applicable-see list below to determine if this applies to the proposed project). The subrecipient must obtain a certification of approval from the unit of general-purpose local government for the geographic area in which the emergency shelter activities are to be carried out. See 24 CFR §576.202

This attachment **IS** required for applicants who meet at least one of the following criteria:

- Nonprofit Applicant does not currently receive ESG or ESG-CV funding for the ES component (emergency shelter), including if the applicant is only requesting funds for hotel/motel vouchers.
- A current KHC ESG ES or ESG-CV ES component subrecipient proposing to use these new ESG-CV funds for a separate building not part of its current shelter property or for hotel/motel vouchers that are not already authorized under an existing ESG-CV ES or ESG ES agreement. This includes hotel/motels that are being used as actual, on-going emergency shelter—not just on an as-needed basis (see note below about hotel/motel vouchers being used only as needed).

This attachment **IS NOT** required for applicants who meet the following criteria:

- Government applicant
- Nonprofit Applicant that currently receives ESG funding for the ES component (emergency shelter) and plans to use ESG-CV funding for its existing facility or for the same purpose already funded under an ESG-CV ES subrecipient grant agreement.
- Current ESG ES subrecipient that is requesting ESG-CV funds for hotel/motel vouchers to be used on an as-needed basis when their existing shelter capacity is exceeded.

Document Naming Convention: [Agency Name] Certification of Local Approval

- **Board Roster or Letter from Board Chair** (required for nonprofit applicants only that are not already receiving ESG-CV ES funding)
 - KHC requires that non-profit applicants have at least one person on its Board of Directors that is homeless or previously experienced homelessness. The Board Roster must indicate which person or persons meets this criteria. If the seat is currently vacant, applicants must indicate this and will be required to submit a plan or how it will fill the seat/if it has filled the seat, prior to grant agreement. If the organization does not currently include a seat for someone who is homeless or previously experienced homelessness, the organization must submit a letter signed by the Board Chair in addition to the current Board Roster stating that its Board policies (e.g., bylaws) will be amended to include this seat.

Document Naming Convention: [Agency Name] Board Roster

Bonus Attachment (OPTIONAL)

- **Memorandum of Understanding (MOU) with Public Health Department***
 - Applicants are expected to work closely with the public health department(s) in the area where ESG-CV funds will be used for emergency shelter activities. This includes, but is not limited to, establishing communication protocols for who from both entities should be contacted and when someone should be contacted relating to confirmed or suspected COVID-19 cases; consulting on shelter screening, social distancing, and isolation/quarantine protocols; the provision of staff training to ensure staff are knowledgeable about how to serve residents during the pandemic.
 - Applicants will be awarded bonus points for attaching a Memorandum of Understanding (MOU) outlining this partnership and collaboration.

***If an applicant is currently an ESG-CV ES subrecipient and submitted a MOU with the public health department as part of its original 2020 application, bonus points will be awarded for this application as well.**

General Guidance

Applicants should provide responses in the following manner:

- When writing narrative responses, do not assume that the KHC application reviewer already knows your program based on previous knowledge or responses to questions earlier in the application, which populations you serve (e.g., victims of domestic violence only). Make sure to write responses to each question as if the reviewer does not know anything about your program or your processes.
- Pay attention to the instructions listed in this NOFA and the application itself. You might provide a lengthy response, but if you are not being responsive to the specific information requested, you will not receive full points.
- Review the sample scoresheet to fully understand the criteria used to score your project and use that information to complete your responses.

- If your organization already receives ESG-CV ES funding and/or regular ESG ES funding, you must explain why existing funds are insufficient to cover the costs of the proposed activities.

State Clearinghouse Review

To comply with Executive Order 12372, all applicants must complete the online Kentucky State Clearinghouse application. This application is available on the Department for Local Government's Web site, www.dlg.ky.gov, under [Kentucky State Clearinghouse](#).

You will not submit to the State Clearinghouse the application documents that you will provide to KHC. Instead, you will complete a brief online questionnaire and provide details about your application.

You will be asked for the CFDA Number for the ESG Program. **The ESG CFDA Number is 14.231.**

Once you have submitted the online information required by the State Clearinghouse, you will be given a State Application Identification Number (SAI). This is how you will know your application was successfully submitted.

For purposes of KHC's application submission, proof of submission can be either:

1. A screenshot or applicants eClearinghouse "Workbasket" showing that the State Clearinghouse application has been submitted (this must include the SAI number)
2. A confirmation email from the State Clearinghouse
3. A letter from the State Clearinghouse stating the application was received and passed the state's review requirements.

If you have any questions about how to submit the application, please contact:

Ms. Lee Nalley
Department for Local Government
Office of the Governor
KY State Clearinghouse, Office of Federal Grants
1024 Capital Center Dr., Ste, 340
Frankfort, KY 40601
(502) 573-2382 ext. 274

Section XI: Selection Process

KHC will make every attempt to award limited resources as prudently as possible and will award those agencies with the greatest capacity to effectively administer the funds in accordance with the goal of preventing, preparing for, and responding to COVID-19. In general, the amount of funds awarded will depend on how well a particular application scores and the availability of funding based on total request for funds. KHC intends to fund projects based on project need, viability, applicant capacity, and previous

performance with other grants. It is KHC's goal to achieve as much geographic distribution as possible, while ensuring that the strongest applications receive funding based on their total scores. KHC reserves the right to consider factors in addition to how an applicant scores such as the lack of similar resources available in an area when making funding determinations.

Funding recommendations are made by the application review team within KHC's Housing Contract Administration Department.

Approved projects will receive a conditional award letter. A grant agreement will not be executed, and funds will not be released until all contracting documents are submitted to KHC and any additional terms and conditions are met. This is part of the "Technical Submission" phase of the grant process.

Section XII: Resources

If you have any questions, contact the Housing Contract Administration (HCA) [Help Desk](#).

Please find below some useful resources in developing your ESG-CV Emergency Shelter project. Applicants should also refer to the ESG section of the HCA Help Desk for additional resources.

[Shelter Management During an Infectious Disease Outbreak](#)

[Preparedness Checklist for Emergency Shelters](#)

[Interim Guidance for Homeless Service Providers to Plan and Respond to COVID-19](#)

[KHC Help Desk \(refer to the COVID-19 section at the top of page and ESG section\)](#)

[KHC ESG Program Policy Manual](#)

[ESG Interim Rule \(24 CFR 576\)](#)

[HUD Notice CPD-20-08: Waivers and Alternative Requirements for the Emergency Solutions Grants \(ESG\) Program Under the CARES Act](#)

[Homeless Definition Rule \(HEARTH\)](#)

[Environment Review Notice](#)

[CARES ACT](#) (see pages 328-330 for language related to ESG)

[NAEH Emergency Shelter Learning Series](#)

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 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.

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: Closure of an Alley Extending Northwest of Irvin Cobb Drive Between 2170 and 2190 Irvin Cobb Drive - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owner has submitted an executed application requesting that an alley extending northwest of Irvin Cobb Drive between 2170 and 2190 Irvin Cobb Drive be closed:

Amerco Real Estate

On February 15, 2021, the Paducah Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All utility companies have agreed to this closure.

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: To adopt an ordinance authorizing the closing of an alley extending northwest of Irvin Cobb Drive between 2170 and 2190 Irvin Cobb Drive and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD Irvin Cobb Alley
2. 2170_2190 Irvin Cobb alley plat
3. Planning Comm Resolution_2170_2190 Irvin Cobb Dr
4. 2170_2190 Irvin Cobb Closure application

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY
EXTENDING NORTHWEST OF IRVIN COBB DRIVE BETWEEN 2170 & 2190 IRVIN COBB
DRIVE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING
TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of
an alley extending northwest of Irvin Cobb Drive as follows:

**LEGAL DESCRIPTION
ALLEY RIGHT OF WAY CLOSURE**

A certain alley right of way containing 0.1134 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on October 27, 2020, located on the north side of U.S. Highway 62 (aka Irvin Cobb Drive) and west of Bridge Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a magnetic observation taken in 1994 as shown on plat recorded in Plat Section "L", Page 1210.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a mag nail and washer stamped "2900" (set), 30.00 feet north of the centerline of U.S. Highway 62, said centerline point being located 570.65 feet west of the centerline intersection of U.S. Highway 62 and Bridge Street;

Thence from the point of beginning along a curve to the right and an arc length of 17.00 feet, having a radius of 924.93 feet, being subtended by a chord bearing of South 73 Degrees 05 Minutes 31 Seconds West, for a distance of 17.00 feet, to a mag nail and washer stamped "2900" (set), 30.00 feet north of the highway centerline;

Thence North 44 Degrees 56 Minutes 40 Seconds West for a distance of 321.85 feet with the west line of the alley right of way and the east line of the Amerco Real Estate property formerly U-Haul Real Estate Co. property described in Deed Book 738, Page 782 to a 1" diameter iron pipe (found);

Thence North 20 Degrees 42 Minutes 04 Seconds East for a distance of 16.46 feet with a line common to the Vilson and Ariana Qehaja property described in Deed Book 1320, Page 194 to a rebar and cap (set);

Thence South 44 Degrees 56 Minutes 40 Seconds East for a distance of 336.62 feet with the east line of the alley right of way and common line to the Amerco Real Estate property described in Deed Book 770, Page 336, and the Amerco Real Estate property formerly U-Haul Real Estate properties described in Deed Book 738, Page 785 and Deed Book 738, Page 779 to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Amerco Real Estate owns the property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 15th day of February, 2021, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\st close\alley – 2170 & 2190 Irvin Cobb Drive

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on

_____.

City Clerk



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION**

Date: 12/21/20

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: located on the north side of Irvin Cobb Dr and west of Bridge St

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Signature of Property Owner

Matthew F. Braccia, President
Property Owner's Name Printed
Amerco Real Estate Co.
2727 N. Central Ave 5N
Phoenix, AZ 85004

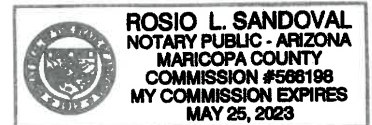
STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was sworn to and acknowledged
before me this 31st day of December, 2020
by Matthew F. Braccia, President of U-Haul Real Estate Co.

My Commission expires 5/25/2023

Notary Public, State at Large

SEAL



STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____,
by Matthew F. Braccia, President of Amerco Real Estate Co.

My Commission expires _____

Notary Public, State at Large

SEAL

Signature of Property Owner



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE GUARANTEE**

Date: 12/31/20

If all real property owners whose land adjoins the Public Right-of-Way proposed to be closed have not signed the Application and the Plat, then the following guarantee shall be executed by all Applicants and notarized:

The undersigned Applicant(s) unconditionally Guarantee that I/we shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of-Way named herein.

Public Right-of-Way: located north of Irvin Cobb Dr and west of Bridge St.



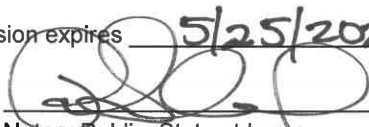
Signature of Property Owner

Matthew F. Braccia, President
Property Owner's Name Printed
Amerco Real Estate Co..
2727 N. Central Ave 5N
Phoenix, AZ 85004

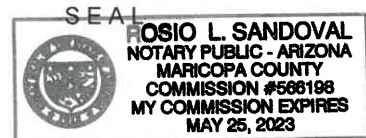
STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was sworn to and acknowledged
before me this 31st day of December, 2020
by Matthew F. Braccia, President of U-Haul Real Estate Co.

My Commission expires 5/25/2023



Notary Public, State at Large



STATE OF _____
COUNTY OF _____

Signature of Property Owner

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by Matthew F. Braccia, President of Amerco Real Estate Co.

My Commission expires _____.

Notary Public, State at Large

SEAL

CERTIFICATE OF OWNERSHIP:

I (WE), DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND DO HEREBY APPROVE THIS PLAN OF SUBDIVISION WITH OUR FREE WILL AND CONSENT.

Matthew F. Braccia 12/14/2020
MATTHEW F. BRACCIA, PRESIDENT AMERCO REAL ESTATE CO. DATE

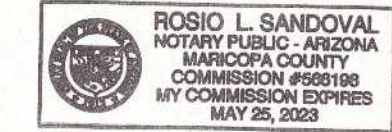
CERTIFICATION OF ACKNOWLEDGMENT

STATE OF Arizona, COUNTY OF Maricopa:

I, Rosio L. Sandoval, A NOTARY PUBLIC IN THE STATE & COUNTY AFORESAID DO, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY: MATTHEW F. BRACCIA, PRESIDENT OF U-HAUL REAL ESTATE CO., KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 31st DAY OF December, 2020
MY COMMISSION EXPIRES ON THE 25th DAY OF May, 2023

Rosio L. Sandoval
NOTARY PUBLIC



MAYOR'S CERTIFICATE OF CITY APPROVAL:

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # _____
I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH _____ DATE _____

CERTIFICATE OF APPROVAL:

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES, ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION MEETING HELD ON THE _____ DAY OF _____, 20____.

CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

CERTIFICATE OF ACCURACY:

I DO HEREBY CERTIFY TO AMERCO REAL ESTATE CO. THAT THE SURVEY SHOWN AND DESCRIBED HEREON WAS PERFORMED UNDER MY SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION OF RATIO OF THE TRAVERSE WAS 1:199.701. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED. THIS SURVEY IS AN URBAN CLASS SURVEY AND MEETS THE ACCURACY, PRECISION AND SPECIFICATIONS OF THIS CLASS PER THE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN KENTUCKY (201 KAR 18.150). THIS SURVEY MEETS THE REQUIREMENTS OF THE CITY OF PADUCAH PLANNING AND ZONING COMMISSION, AND ALL MONUMENTS HAVE BEEN FOUND OR SET AS SHOWN HEREON.

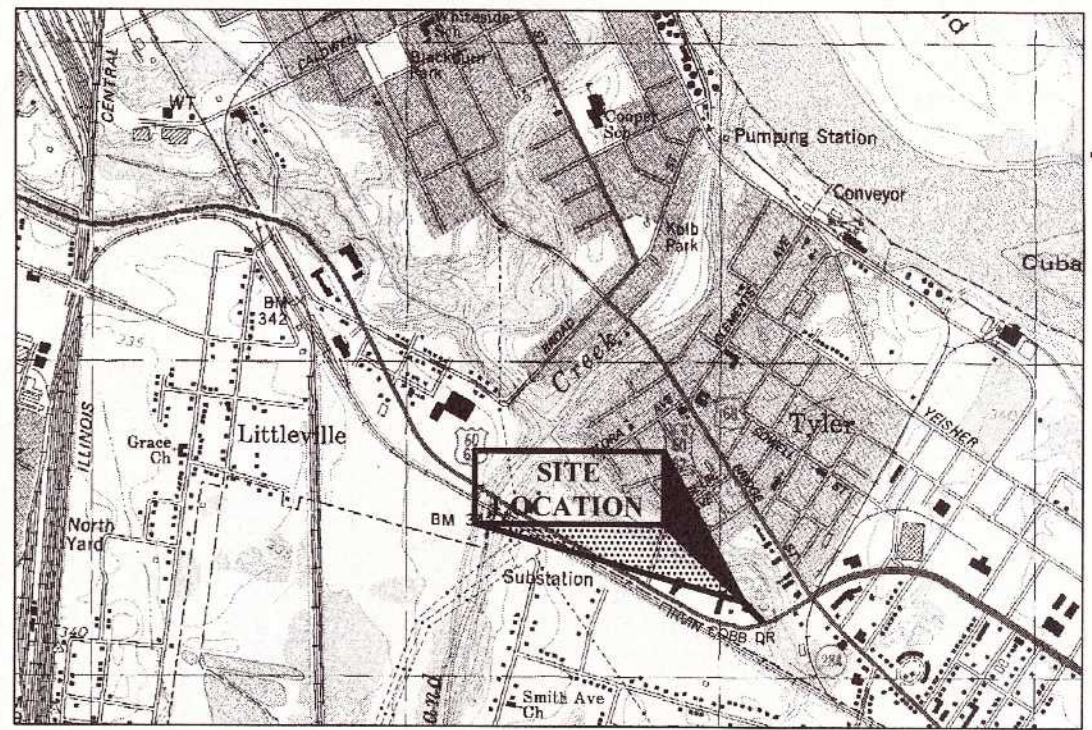
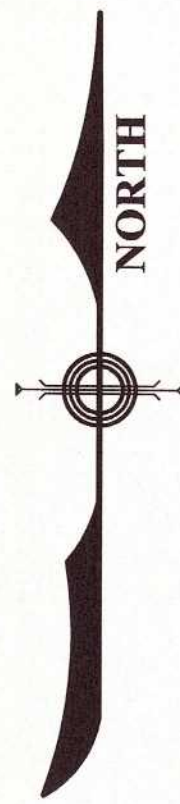
RICKY A. TOSH _____ PLS No. 2900 _____ DATE _____

THE PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTION OF RECORD AND IN EXISTENCE.

THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED LAND SURVEYOR.

20' 0' 20' 40'
GRAPHIC SCALE

BEARINGS SHOWN HEREON ARE BASED ON A MAGNETIC OBSERVATION TAKEN IN 1994 AS SHOWN ON PLAT RECORDED IN PLAT SECTION "L", PAGE 1210.



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

- | | |
|---|-----------------------------------|
| ⊗ EXISTING MARKER (AS NOTED) | — — — — — PROPERTY LINE |
| ○ 1/2"Ø x 18" LONG REBAR WITH PLASTIC CAP STAMPED "R.TOSH KYPLS 2900" (SET) | — — — — — ROAD CENTERLINE |
| ⊗ MAG NAIL WITH WASHER STAMPED "2900" (SET) | — — — — — ADJOINING PROPERTY LINE |

FLOOD INFORMATION:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (SHADED) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 21145C0162F, DATED 11/02/2011.

ZONE "X" (SHADED) = AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

TITLE OPINION:

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

ZONING INFORMATION:

THE PROPERTIES SHOWN HEREON IS CURRENTLY ZONED "B-3" & "C-1" PER CITY OF PADUCAH PLANNING DEPARTMENT.

ZONE "B-3" = GENERAL BUSINESS ZONE
ZONE "C-1" = CONSERVANCY ZONE

MINIMUM YARD REQUIREMENTS: NONE

MINIMUM AREA REQUIREMENTS: NONE

MAXIMUM BUILDING HEIGHT: NONE

INTENT:

THE INTENT OF THIS SURVEY IS TO CLOSE THE 15' WIDE ALLEY LOCATED ON THE NORTH SIDE OF IRVIN COBB DRIVE AND WEST OF BRIDGE STREET.

BOUNDARY SURVEY:

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18.150.

CLIENT/OWNER:

AMERCO REAL ESTATE COMPANY
2727 N. CENTRAL AVE. 5N
PHOENIX, AZ 85004

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REV. No.	DATE	TYPE	BY	APPROVED	DATE
DRAWN BY	T. MEADOWS	FIELD SURVEY	10/27/20	SCALE	1" = 20'
DATE	10/8/20				
REVIEWED BY	R. TOSH	FIELD	193, PAGE 29	COORD FILE	2020138
DATE	10/28/20				
APPROVED BY		REF. JOB No.	2004059	SCREEN FILE	2020138 ALLEY CLOSURE
DATE					

DUMMER SURVEYING & ENGINEERING SERVICES, INC.
434 South 6th Street
Paducah, Kentucky 42003
KY: 270-444-0220
IL: 618-524-4209
FAX 270-444-9493
www.dsande.com

PLAT OF SURVEY OF ALLEY CLOSING

ADJACENT TO AMERCO REAL ESTATE COMPANY PROPERTY

NORTH SIDE OF IRVIN COBB DRIVE, WEST OF BRIDGE STREET
PADUCAH, McCRACKEN COUNTY, KENTUCKY

SHEET No.

1

DS&E JOB No.

2020138

CERTIFICATE OF RECORDING:

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____.

_____ BY _____ D.C.

RECORDED IN PLAT SECTION _____, PAGE _____.

PUBLIC UTILITY OWNERS:

WE THE UTILITY OWNERS INDICATED BELOW FREELY GIVE OUR CONSENT TO THE CLOSING OF THE 15 FOOT WIDE PUBLIC ALLEY RIGHT OF WAY AS SHOWN HEREON.

Atmos Energy 1-19-2021
ATMOS ENERGY _____ DATE

Alan Shelly 1-8-2021
BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T KENTUCKY _____ DATE

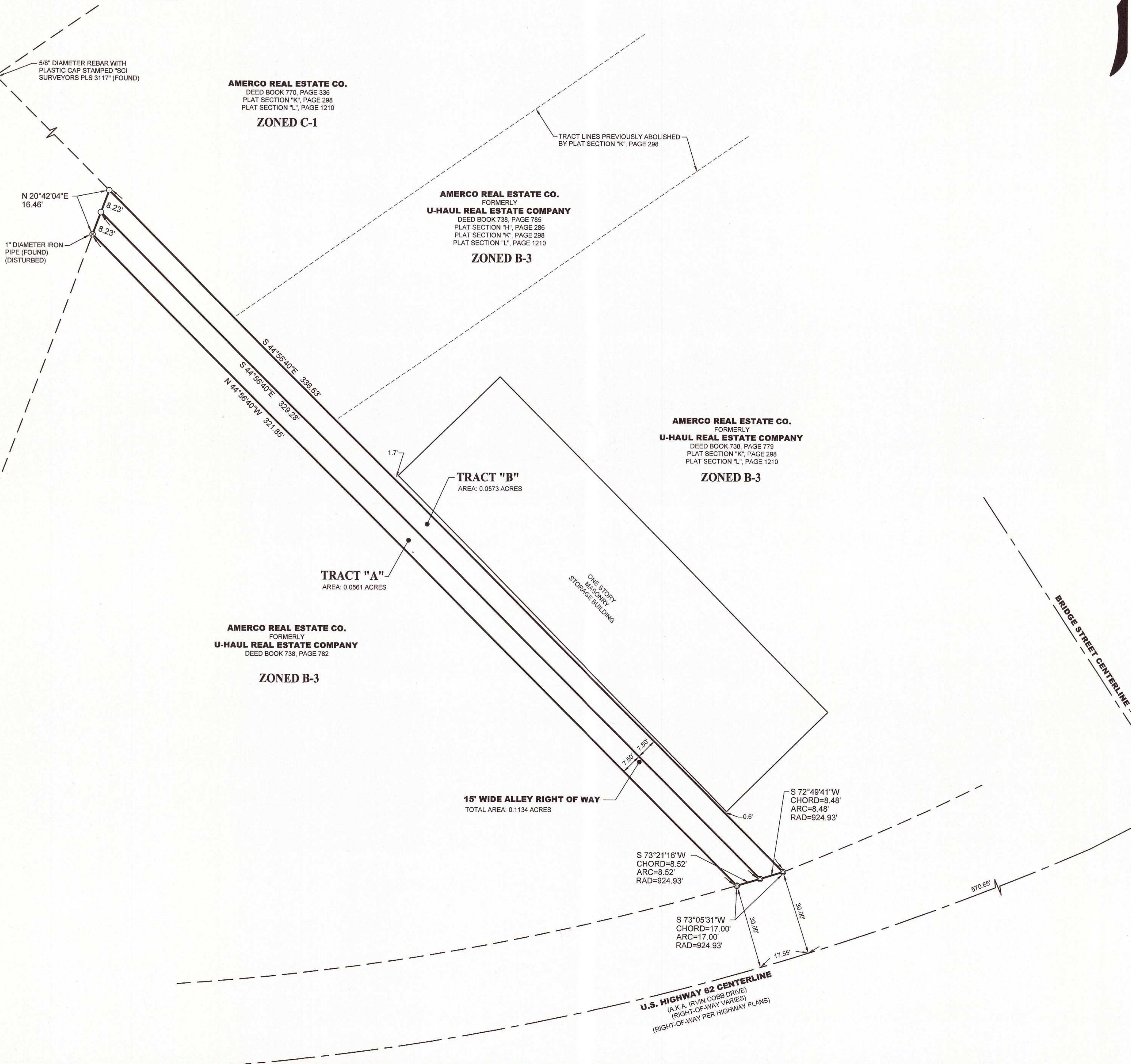
CITY OF PADUCAH STORM SEWER _____ DATE

Comcast Cable 1-19-21
COMCAST CABLE OF PADUCAH, INC. _____ DATE

Paducah Power System 1/19/21
PADUCAH POWER SYSTEM _____ DATE

Paducah Water 1/19/21
PADUCAH WATER _____ DATE

Paducah McCracken Joint Sewer Agency (JSA) 1/19/21
PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA) _____ DATE



A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN ALLEY EXTENDING NORTHWEST OF IRVIN COBB DRIVE BETWEEN 2170 & 2190 IRVIN COBB DRIVE.

WHEREAS, a public hearing was held on February 15, 2021 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close an alley (336.63' long and 15' wide) extending northwest of Irvin Cobb Drive between 2170 & 2190 Irvin Cobb Drive.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close an alley extending northwest of Irvin Cobb Drive as follows:

**LEGAL DESCRIPTION
ALLEY RIGHT OF WAY CLOSURE**

A certain alley right of way containing 0.1134 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on October 27, 2020, located on the north side of U.S. Highway 62 (aka Irvin Cobb Drive) and west of Bridge Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a magnetic observation taken in 1994 as shown on plat recorded in Plat Section "L", Page 1210.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a mag nail and washer stamped "2900" (set), 30.00 feet north of the centerline of U.S. Highway 62, said centerline point being located 570.65 feet west of the centerline intersection of U.S. Highway 62 and Bridge Street;

Thence from the point of beginning along a curve to the right and an arc length of 17.00 feet, having a radius of 924.93 feet, being subtended by a chord bearing of South 73 Degrees 05 Minutes 31 Seconds West, for a distance of 17.00 feet, to a mag nail and washer stamped "2900" (set), 30.00 feet north of the highway centerline;

Thence North 44 Degrees 56 Minutes 40 Seconds West for a distance of 321.85 feet with the west line of the alley right of way and the east line of the Amerco Real Estate property formerly U-Haul Real Estate Co. property described in Deed Book 738, Page 782 to a 1" diameter iron pipe (found);

Thence North 20 Degrees 42 Minutes 04 Seconds East for a distance of 16.46 feet with a line common to the Vilson and Ariana Qehaja property described in Deed Book 1320, Page 194 to a rebar and cap (set);

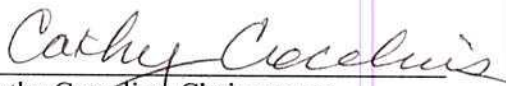
Thence South 44 Degrees 56 Minutes 40 Seconds East for a distance of 336.62 feet with the east line of the alley right of way and common line to the Amerco Real Estate property described in Deed Book 770, Page 336, and the Amerco Real Estate property formerly U-Haul Real Estate properties described in Deed Book 738, Page 785 and Deed Book 738, Page 779 to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on February 15, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: Closure of Two Alleys Extending North of Kentucky Avenue Between 1039 & 1041 Kentucky Avenue and Between 1034 Broadway and 1039 Kentucky Avenue - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owners have submitted an executed application requesting that two alleys extending north of Kentucky Avenue between 1039 & 1041 Kentucky Avenue and between 1034 Broadway and between 1034 Broadway and 1039 Kentucky Avenue to be closed:

Carolyn K. Perry
Douglas R. Hunerkoch

On February 15, 2021, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a public utility easement on the entirety of the alleys as shown on the plat.

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: To adopt an ordinance authorizing the closing of two alleys extending north of Kentucky Avenue between 1039 and 1041 Kentucky Avenue and between 1034 Broadway and 1039 Kentucky Avenue and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD Alley Close Ky & Broadway
2. Planning Comm Resolution_1039_1041 Kentucky Ave
3. 1039_1041 KY Ave Alley Closure plat
4. 1039_1041 KY Ave Alley Closure Application

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF TWO ALLEYS
EXTENDING NORTH OF KENTUCKY AVENUE BETWEEN 1039 & 1041 KENTUCKY
AVENUE AND BETWEEN 1034 BROADWAY & 1039 KENTUCKY AVENUE, AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of
two alleys extending north of Kentucky Avenue and parallel to Broadway and Kentucky
Avenue as follows:

**LEGAL DESCRIPTION
ALLEY RIGHT OF WAY CLOSURE**

A certain tract of land containing 0.0752 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on October 16, 2020, located on the north side of Kentucky Avenue and west of Walter Jetton Blvd in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 63 Degrees 15 Minutes 00 Seconds East along the north right of way of Kentucky Avenue as recorded in Plat Section "L", Page 1887.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a point located 33.00 feet north at right angles from the centerline of Kentucky Avenue, said centerline point being located 407.43 feet south of the centerline intersection of Kentucky Avenue and Walter Jetton Blvd;

Thence from the point of beginning South 63 Degrees 15 Minutes 00 Seconds West for a distance of 10.00 feet with the north right of way of Kentucky Avenue to a point;

Thence North 26 Degrees 45 Minutes 00 Seconds West for a distance of 183.30 feet along a common line to the OKP Properties, LLC described in Deed Book 1417, Page 261, and a line common to the HHM Properties, LLP described in Deed Book 1047, Page 615 [passing through a rebar and cap stamped "WITNESS PT. KYPLS 2900" (set) at 0.25 feet] to a rebar and cap (set);

Thence North 63 Degrees 15 Minutes 00 Seconds East for a distance of 100.01 feet along another line common to the HHM Properties, LLP to a rebar and cap (set);

Thence South 26 Degrees 45 Minutes 00 Seconds East for a distance of 16.00 feet with a line common to the OKP Properties, LLC described in Deed Book 1340, Page 728 to a 1/2" diameter rebar and cap stamped "DH DUMMER PLS 1955" (found);

Thence South 63 Degrees 15 Minutes 00 Seconds West for a distance of 90.01 feet with another line common to OKP Properties, LLC, and a line common to the OKP Properties described in Deed Book 1417, Page 261 to a 1/2" diameter rebar and cap stamped "DH DUMMER PLS 1955" (found);

Thence South 26 Degrees 45 Minutes 00 Seconds East for a distance of 167.30 feet continuing with another line common to OKP Properties, LLC [passing through a rebar and cap stamped "WITNESS PT. KYPLS 2900" (set) at 167.05 feet] to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

This tract of land is subject to a public utility easement.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Carolyn K. Perry and Douglas R. Hunerkoch own the properties abutting the public ways which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 15th day of February, 2021, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\st close\alley – 1039 & 1041 Kentucky and 1034 Broadway & 1039 Kentucky

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

Exhibit A



CITY OF PADUCAH, KENTUCKY PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: 1/6/21

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way located between Kentucky Ave & Broadway, and west of Walter Jetton Blvd.

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Carolyn K. Perry
Signature of Property Owner
CAROLYN K. PERRY
Property Owner's Name Printed
OKP Properties, LLC
3600 Savoy Circle
Paducah, KY 42001

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 6 day of JAN., 2021,
by CAROLYN K. PERRY

My Commission expires 11/23/2023

[Signature]
Notary Public, State at Large



Douglas R. Humerick
Signature of Property Owner
Douglas R. Humerick
Property Owner's Name Printed
HHM Properties, LLP
1034 Broadway
Paducah, KY 42001

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 6 day of JAN, 2021,
by DOUGLAS HUMERICK

My Commission expires 11/23/2023

[Signature]
Notary Public, State at Large



CERTIFICATE OF OWNERSHIP:

I (WE), DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND DO HEREBY APPROVE THIS PLAN OF SUBDIVISION WITH OUR FREE WILL AND CONSENT.

Carolyn R Perry 1-6-21 DATE OKP PROPERTIES, LLC
Rick A Tish 1-7-21 DATE HHM PROPERTIES, LLP

CERTIFICATION OF ACKNOWLEDGMENT
STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Rick A Tish, A NOTARY PUBLIC IN THE STATE & COUNTY AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY Carolyn R Perry, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 6 DAY OF JAN 2021
MY COMMISSION EXPIRES ON THE 23 DAY OF NOV 2023



CERTIFICATION OF ACKNOWLEDGMENT
STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, A NOTARY PUBLIC IN THE STATE & COUNTY AFORESAID DO, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS DAY OF 20
MY COMMISSION EXPIRES ON THE DAY OF 20

NOTARY PUBLIC

CERTIFICATE OF APPROVAL:

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES, ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION MEETING HELD ON THE DAY OF February 15, 2021

Chairman of the Planning and Zoning Commission

MAYOR'S CERTIFICATE OF CITY APPROVAL:

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH DATE

CERTIFICATE OF RECORDING:
"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS DAY OF 20
BY D.C.

RECORDED IN PLAT SECTION PAGE

PUBLIC UTILITY OWNERS:

WE THE UTILITY OWNERS INDICATED BELOW FREELY GIVE OUR CONSENT TO THE CLOSING OF THE PUBLIC ALLEY RIGHT OF WAY AND THE ESTABLISHMENT OF THE PUBLIC UTILITY EASEMENT AS SHOWN HEREON.

ATMOS ENERGY 1-19-2021 DATE

Alan Shelly 1-8-2021 DATE
BELLSOUTH TELECOMMUNICATIONS, INC. DBA AT&T KENTUCKY

Mike Murphy 2/9/21 DATE
CITY OF PADUCAH STORM SEWER

Shirley 1-13-21 DATE
COMCAST CABLE OF PADUCAH, INC.

1/19/21 DATE
PADUCAH POWER SYSTEM

1/19/21 DATE
PADUCAH WATER

1/19/21 DATE
PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA)

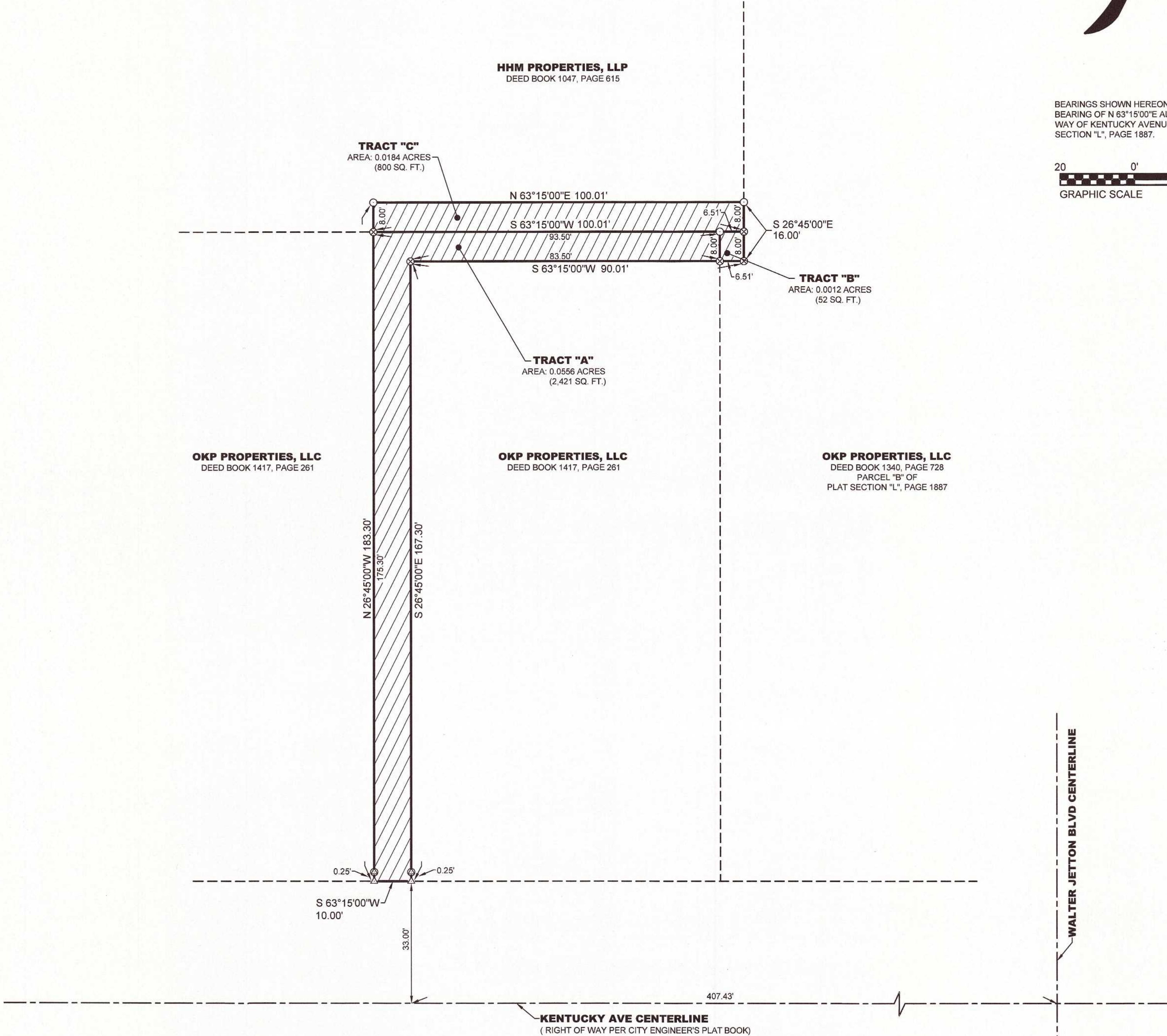
CERTIFICATE OF ACCURACY:

I DO HEREBY CERTIFY TO OKP PROPERTIES, LLC THAT THE SURVEY SHOWN AND DESCRIBED HEREON WAS PERFORMED UNDER MY SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION OF RATIO OF THE TRAVERSE WAS 1:199.701. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED. THIS SURVEY IS AN URBAN CLASS SURVEY AND MEETS THE ACCURACY, PRECISION AND SPECIFICATIONS OF THIS CLASS PER THE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN KENTUCKY (201 KAR 18.150). THIS SURVEY MEETS THE REQUIREMENTS OF THE CITY OF PADUCAH PLANNING AND ZONING COMMISSION, AND ALL MONUMENTS HAVE BEEN FOUND OR SET AS SHOWN HEREON.

RICKY A. TOSH

THE PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTION OF RECORD AND IN EXISTENCE.

THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED LAND SURVEYOR.

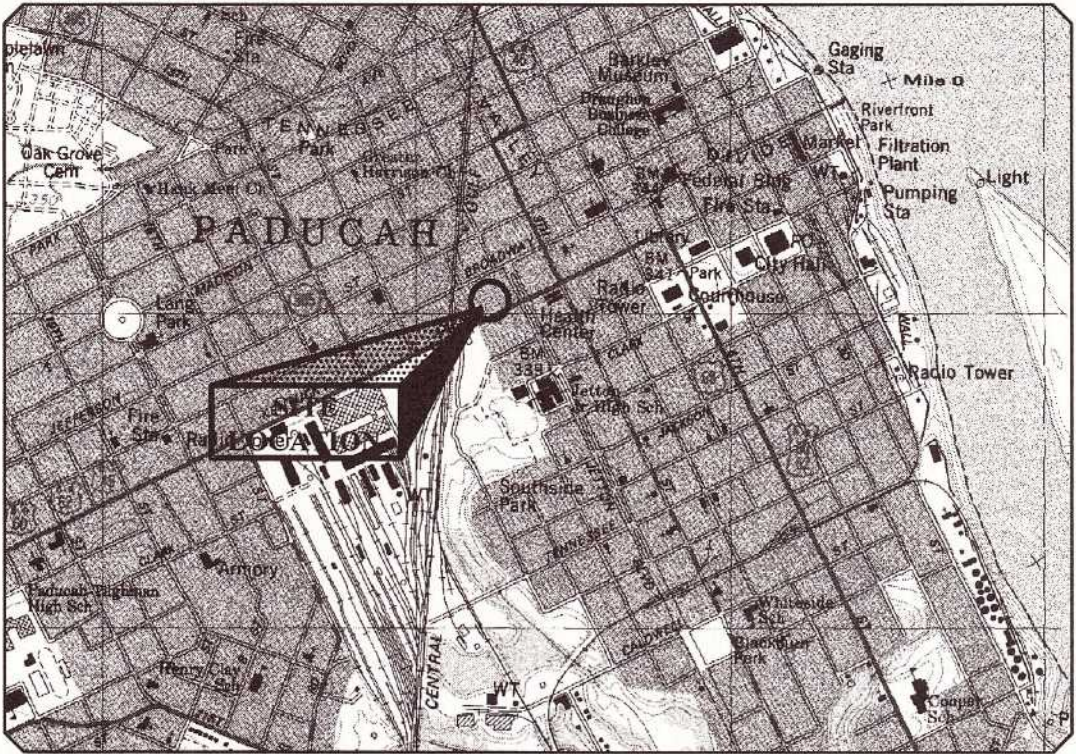


BEARINGS SHOWN HEREON ARE BASED ON A RECORD BEARING OF N 63°15'00\"/>



WALTER JETTON BLVD CENTERLINE

KENTUCKY AVE CENTERLINE
(RIGHT OF WAY PER CITY ENGINEER'S PLAT BOOK)



VICINITY MAP
SCALE: 1\"/>

LEGEND

- 1/2\"/>

FLOOD INFORMATION:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" SHADED AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 21145C0153F DATED 11/2/11. ZONE "X" (SHADED) = AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

TITLE OPINION:

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

ZONING INFORMATION:

THE PROPERTIES SHOWN HEREON IS CURRENTLY ZONED "B-3" PER CITY OF PADUCAH PLANNING DEPARTMENT. ZONE "B-3" = GENERAL BUSINESS ZONE

MINIMUM YARD REQUIREMENTS: NONE
MINIMUM AREA REQUIREMENTS: NONE
MAXIMUM BUILDING HEIGHT: NONE

INTENT:

THE INTENT OF THIS SURVEY IS TO CLOSE AN ALLEY RIGHT OF WAY AND ESTABLISH A PUBLIC UTILITY EASEMENT AS SHOWN HEREON.

BOUNDARY SURVEY:

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18.150.

CLIENT/OWNER:

OKP PROPERTIES, LLC
3600 SAVOY CIRCLE
PADUCAH KY 42001

COPYRIGHT:

ALL RIGHTS RESERVED - COPYRIGHT© 2020 DUMMER SURVEYING & ENGINEERING SERVICES, INC. Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : R. TOSH	FIELD SURVEY : 10/16/20	SCALE : 1\"/>
DATE : 10/16/20	DATE : 10/16/20	
REVIEWED BY : R. TOSH	FIELD : 2002-21 PG 1 & 28	COORD FILE : 2020131
DATE : 1/5/21	BOOK No. : 2002173	
APPROVED BY :	REF. : 2002160	SCREEN FILE : 2020131 Alley Closure.DWG
DATE :	JOB No. : 2002160	

DUMMER SURVEYING & ENGINEERING SERVICES, INC.
434 South 6th Street, Paducah, Kentucky 42003
KY. 270-444-0220, IL. 618-524-4209, FAX 270-444-9493, www.dsande.com

PLAT OF SURVEY OF ALLEY CLOSING ADJACENT TO
OKP PROPERTIES, LLC & HHM PROPERTIES, LLP

LOCATED BETWEEN KENTUCKY AVE AND BROADWAY AND WEST OF WALTER JETTON BLVD
PADUCAH, McCRACKEN COUNTY, KENTUCKY

ENGINEER'S SEAL SURVEYOR'S SEAL SHEET No. 1 DS&E JOB No. 2020131

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF TWO ALLEYS EXTENDING NORTH OF KENTUCKY AVENUE BETWEEN 1039 & 1041 KENTUCKY AVENUE AND BETWEEN 1034 BROADWAY & 1039 KENTUCKY AVENUE.

WHEREAS, a public hearing was held on February 15, 2021 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close two alleys (one 183.3' long and 10' wide and the other 100.01' long and 16' wide) extending north of Kentucky Avenue between 1039 & 1041 Kentucky Avenue and between 1034 Broadway & 1039 Kentucky Avenue.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close two alleys extending north of Kentucky Avenue and parallel to Broadway and Kentucky Avenue as follows:

**LEGAL DESCRIPTION
ALLEY RIGHT OF WAY CLOSURE**

A certain tract of land containing 0.0752 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on October 16, 2020, located on the north side of Kentucky Avenue and west of Walter Jetton Blvd in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 63 Degrees 15 Minutes 00 Seconds East along the north right of way of Kentucky Avenue as recorded in Plat Section "L", Page 1887.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a point located 33.00 feet north at right angles from the centerline of Kentucky Avenue, said centerline point being located 407.43 feet south of the centerline intersection of Kentucky Avenue and Walter Jetton Blvd;

Thence from the point of beginning South 63 Degrees 15 Minutes 00 Seconds West for a distance of 10.00 feet with the north right of way of Kentucky Avenue to a point;

Thence North 26 Degrees 45 Minutes 00 Seconds West for a distance of 183.30 feet along a common line to the OKP Properties, LLC described in Deed Book 1417, Page 261, and a line common to the HHM Properties, LLP described in Deed Book 1047, Page 615 [passing through a rebar and cap stamped "WITNESS PT. KYPLS 2900" (set) at 0.25 feet] to a rebar and cap (set);

Thence North 63 Degrees 15 Minutes 00 Seconds East for a distance of 100.01 feet along another line common to the HHM Properties, LLP to a rebar and cap (set);

Thence South 26 Degrees 45 Minutes 00 Seconds East for a distance of 16.00 feet with a line common to the OKP Properties, LLC described in Deed Book 1340, Page 728 to a 1/2" diameter rebar and cap stamped "DH DUMMER PLS 1955" (found);

Thence South 63 Degrees 15 Minutes 00 Seconds West for a distance of 90.01 feet with another line common to OKP Properties, LLC, and a line common to the OKP Properties described in Deed Book 1417, Page 261 to a 1/2" diameter rebar and cap stamped "DH DUMMER PLS 1955" (found);

Thence South 26 Degrees 45 Minutes 00 Seconds East for a distance of 167.30 feet continuing with another line common to OKP Properties, LLC [passing through a rebar and cap stamped "WITNESS PT. KYPLS 2900" (set) at 167.05 feet] to the point of beginning.

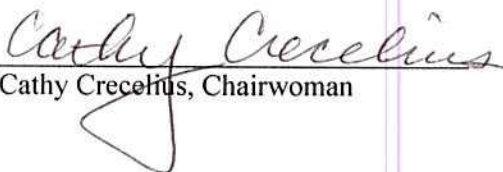
Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

This tract of land is subject to a public utility easement.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on February 15, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

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

Category: Ordinance

Staff Work By: Brandy Topper-Curtis

Presentation By: Rick Murphy

Background Information: On February 25, 2021, bids were opened and read aloud for the City of Paducah's 2021-2022 Street Resurfacing Program. This program consists primarily of the bituminous resurfacing and milling of city streets in accordance with the yearly street resurfacing program. The contract also includes pavement markings and equipment rental rates. Jim Smith Contracting, LLC, submitted the only bid for the unit prices shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2022. The contract has the option for an additional one-year renewal, ending December 31, 2023, upon the mutual agreement of both parties.

In accordance with the Specifications, the Contract unit prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

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: Street Resurfacing & Rehabilitation

Account Number: 23002217-542270

Staff Recommendation: To receive and file the bid submitted for the 2021-2022 Street Resurfacing Program and adopt an Ordinance authorizing the Mayor to enter into an agreement with Jim Smith Contracting Company, LLC., for the unit prices listed on the attached bid tab for the 2021 and 2022 calendar year ending December 31, 2022, and allow "Price Adjustments" in accordance with the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition; and to authorize the Mayor, subsequent to the recommendation of the City Engineer, 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 Resurfacing 2021-2022
2. Agreement 0500
3. Bid Proposal 2-25-21
4. Bid Tab
5. Paducah Sun Ad 2-14-21

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH'S CALENDAR YEARS 2021 AND 2022 STREET RESURFACING 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 Jim Smith Contracting Company, LLC, for the City of Paducah's calendar years 2021 and 2022 street resurfacing program with the option of a one-year renewal agreement upon the mutual agreement of both parties, said bid being in substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Jim Smith Contracting Company, LLC, of February 25, 2021.

SECTION 2. The City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets within the City of Paducah at the following unit bid prices:

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$78.00
2.	Milling Texture	Ton	\$50.00
3.	Shoulder Construction	Ton	\$40.00

PAVEMENT MARKINGS

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4" Line	L.F.	\$0.25
2	Paint – 12" Stop Lines	L.F.	\$2.50
3	Paint – 24" Stop Lines	L.F.	\$5.00
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00

6	Paint - Combination Arrow	Each	\$100.00
7	Paint – 8" Crosswalks	L.F.	\$1.25
8	Paint - "School"	Each	\$125.00
9	Paint - RR Crossings	Each	\$500.00
10	Paint – “STOP”	Each	\$200.00
11	Paint – “ONLY”	Each	\$200.00
12	Paint – Handicap Symbol	Each	\$35.00
13	Paint – 4" Parking Lot Lines	L.F.	\$0.50
14	Thermo – 4" Line	L.F.	\$1.25
15	Thermo – 12" Stop Lines	L.F.	\$4.50
16	Thermo – 24" Stop Lines	L.F.	\$9.00
17	Thermo – Straight Arrow	Each	\$100.00
18	Thermo - Turn Arrow	Each	\$100.00
19	Thermo – Combination Arrow	Each	\$250.00
20	Thermo – 8" Crosswalks	L.F.	\$3.00
21	Thermo - "School"	Each	\$275.00
22	Thermo - RR Crossings	Each	\$500.00
23	Thermo – “STOP”	Each	\$250.00
24	Thermo – “ONLY”	Each	\$250.00

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	\$140.00
2	Excavator - Medium	HR	\$175.00
3	Excavator with Mulching Head	HR	\$175.00
4	Skid Steer Loader	HR	\$120.00
5	Dump Truck -Tandem	HR	\$85.00
6	Dump Truck – Tri-axle	HR	\$85.00
7	Motor Grader - Medium	HR	\$175.00
8	Dozer- Small	HR	\$155.00

9	Dozer- Medium	HR	\$175.00
10	Laborer	HR	\$70.00
11	Vibratory Roller – Small	HR	\$130.00
12	Vibratory Roller - Medium	HR	\$150.00

Said bid prices may be adjusted in accordance with Section 109.07 “Price Adjustments” of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 3. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets as accepted in Sections 1 and 2 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for the 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. 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 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.

SECTION 5. This expenditure shall be charged to the Street Rehabilitation Account No. 2300-2217-542270.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\resurfacing 2021-2022

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR THE 2021-2022 RESURFACING PROGRAM

THIS AGREEMENT, made this _____ day of _____, 2021 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____, 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 RESURFACING PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering 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 Asphalt Milling and Resurfacing work as quoted in the Bid Proposal by the Contractor dated February 25, 2021, which shall constitute full compensation for the work and services authorized herein. The Contractor agrees that no minimum amount of purchase shall be required.

Contract Unit Prices shall begin upon execution of this Agreement. Said Contract Unit Prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

RESURFACING UNIT PRICES

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	
2.	Milling Texture	Ton	
3.	Shoulder Construction	Ton	

PAVEMENT MARKINGS

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4" Line	L.F.	
2	Paint – 12" Stop Lines	L.F.	
3	Paint – 24" Stop Lines	L.F.	
4	Paint – Straight Arrow	Each	
5	Paint - Turn Arrow	Each	
6	Paint - Combination Arrow	Each	
7	Paint – 8" Crosswalks	L.F.	
8	Paint - "School"	Each	
9	Paint - RR Crossings	Each	
10	Paint – "STOP"	Each	
11	Paint – "ONLY"	Each	
12	Paint – Handicap Symbol	Each	
13	Paint – 4" Parking Lot Lines	L.F.	
14	Thermo – 4" Line	L.F.	
15	Thermo – 12" Stop Lines	L.F.	
16	Thermo – 24" Stop Lines	L.F.	
17	Thermo – Straight Arrow	Each	
18	Thermo - Turn Arrow	Each	

19	Thermo – Combination Arrow	Each	
20	Thermo – 8" Crosswalks	L.F.	
21	Thermo - "School"	Each	
22	Thermo - RR Crossings	Each	
23	Thermo – "STOP"	Each	
24	Thermo – "ONLY"	Each	

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	
2	Excavator - Medium	HR	
3	Excavator with Mulching Head	HR	
4	Skid Steer Loader	HR	
5	Dump Truck -Tandem	HR	
6	Dump Truck – Tri-axle	HR	
7	Motor Grader - Medium	HR	
8	Dozer- Small	HR	
9	Dozer- Medium	HR	
10	Laborer	HR	
11	Vibratory Roller – Small	HR	
12	Vibratory Roller - Medium	HR	

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.

Compensation for any "Price Adjustments" agreed to by the City Engineer will be paid in accordance with Section 109.07.03 of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

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

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____

George Bray, Mayor

TITLE _____

ADDRESS:

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

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL - 2021-2022 RESURFACING PROGRAM

Proposal of Jim Smith Contracting Co., LLC
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Jim Smith Contracting Co., LLC *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
*insert "A Corporation", "A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the City of Paducah's 2021-2022 Resurfacing Program in accordance with the specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

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

Bid prices shall begin upon execution of the contract. Said bid prices may be adjusted in accordance with Section 100.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition. The Bidder agrees that no minimum amount of purchase shall be required. Bids shall include sales tax and all other applicable taxes and fees.

~~Security in the sum of Five Thousand Dollars (\$5,000.00), in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.~~

If Notice of Award is given to the Bidder within 80 days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed. The contract time period will be a two (2) calendar-year contract with a one-year renewal option as further defined within the specifications.

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

BID PROPOSAL:

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$ 78.00
2.	Milling Texture	Ton	\$ 50.00
3.	Shoulder Construction	Ton	\$ 40.00

PAVEMENT MARKINGS

ITEM			UNIT BID
NO	DESCRIPTION	UNIT	PRICE
1	Paint - 4" Line	L.F.	\$0.25
2	Paint - 12" Stop Lines	L.F.	\$2.50
3	Paint - 24" Stop Lines	L.F.	\$5.00
4	Paint - Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00
6	Paint - Combination Arrow	Each	\$100.00
7	Paint - 6" Crosswalks	L.F.	\$1.25
8	Paint - "School"	Each	\$125.00
9	Paint - RR Crossings	Each	\$500.00
10	Paint - "STOP"	Each	\$200.00
11	Paint - "ONLY"	Each	\$200.00
12	Paint - Handicap Symbol	Each	\$35.00
13	Paint - 4" Parking Lot Lines	L.F.	\$0.50
14	Thermo - 4" Line	L.F.	\$1.25
15	Thermo - 12" Stop Lines	L.F.	\$4.50
16	Thermo - 24" Stop Lines	L.F.	\$9.00
17	Thermo - Straight Arrow	Each	\$100.00
18	Thermo - Turn Arrow	Each	\$100.00

19	Thermo - Combination Arrow	Each	\$250.00
20	Thermo - 8" Crosswalks	L.F.	\$3.00
21	Thermo - "School"	Each	\$275.00
22	Thermo - RR Crossings	Each	\$500.00
23	Thermo - "STOP"	Each	\$250.00
24	Thermo - "ONLY"	Each	\$250.00

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator - Small	HR	\$140.00
2	Excavator - Medium	HR	\$175.00
3	Excavator with Mulching Head	HR	\$175.00
4	Skid Steer Loader	HR	\$120.00
5	Dump Truck - Tandem	HR	\$85.00
6	Dump Truck - Tri-axle	HR	\$85.00
7	Motor Grader - Medium	HR	\$175.00
8	Dozer - Small	HR	\$155.00
9	Dozer - Medium	HR	\$175.00
10	Laborer	HR	\$70.00
11	Vibratory Roller - Small	HR	\$130.00
12	Vibratory Roller - Medium	HR	\$150.00

SUB-CONTRACTORS:

COMPANY	CONTACT	PHONE	WORK PROPOSED	%
Charbon Contracting	Brett Kik	821-2742	Milling Texture	N/A
Brehm Striping	Sean Brehm	388-5370	Striping	N/A

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No. 1 Dated 2/24/2021
Addendum No. Dated

ATTACHMENTS REQUIRED:

1. Bid Bond in the amount of \$5,000.
2. Bidder's Required Certifications Affidavit Signed and Notarized.
3. All additional information as required within the Technical Specifications.

PREFERENCE TO KENTUCKY BIDDERS

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

Bidder is a resident of the following state: Kentucky

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

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid. Additionally, the Bidder has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be performed.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Jim Smith Contracting Co., LLC

BY: Brian McReynolds DATE: 2/25/2021

TITLE: VP Operations

ADDRESS: 1108 Dover Road

Grand Rivers, KY 42045

PHONE: 270-362-8661 FAX: 270-362-9797

CELL PHONE: 270-205-0811 E-MAIL: brian@jscky.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 61-1380786

KENTUCKY STATE REGISTRATION NUMBER: 02-618

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 2677

**City of Paducah – Engineering Department
2021-2022 Resurfacing Program
Bid Opening – February 25, 2021 2:00 p.m.**

BID TABULATION

ONE BIDDER – RECOMMEND ACCEPTANCE:

**Jim Smith Contracting Co., LLC
1108 Dover Road
Grand Rivers, KY 42045**

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$78.00
2.	Milling Texture	Ton	\$50.00
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10	Paint – "STOP"	Each	\$200.00
11	Paint – "ONLY"	Each	\$200.00

12	Paint – Handicap Symbol	Each	\$35.00
13	Paint – 4" Parking Lot Lines	L.F.	\$0.50
14	Thermo – 4" Line	L.F.	\$1.25
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9	Dozer- Medium	HR	\$175.00
10	Laborer	HR	\$70.00
11	Vibratory Roller – Small	HR	\$130.00
12	Vibratory Roller - Medium	HR	\$150.00

B10 THE PADUCAH SUN, Sunday, February 14, 2021**0107 SPECIAL NOTICE****0107 SPECIAL NOTICE****0107 SPECIAL NOTICE****CHECK YOUR AD**

Advertisers are requested to check the first insertion of ads for any error. The Paducah Sun will be responsible for only ONE INCORRECT INSERTION. Any error should be reported immediately so corrections can be made. **CHECK YOUR AD** carefully and notify The Classified Advertising Department during business hours Monday through Friday 8:00AM - 5:30 PM in case of an error. 270-575-8700

END ROLLS FOR SALE

CALL AHEAD FOR END ROLLS 270-575-8705 The Paducah Sun has newspaper end rolls available for sale while supplies last at our office located at 408 Kentucky Ave., Paducah, KY, from 8 a.m. to 4:30 p.m., Monday through Friday. Depending on size, large rolls are priced from \$3 to \$8 and half rolls are priced from \$2 to \$4. There is no charge to non-profits or teachers with school ID.

FREE PALLETS

The Paducah Sun is pleased to offer free wood pallets to the community. They may be picked up daily while supplies last in the alley behind The Paducah Sun building.

0135 PERSONALS**Alterations 270-519-3180****0142 LOST YOUR DOG?**

Check your local Humane Society 270-443-8823

EMPLOYMENT**0204 ADMINISTRATIVE**

HOTFACTS "hotjobs" of people and choose the most appropriate based on pay and benefits

0264 CHILD CARE**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 MUSIC 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 1-800-989-1771.

0605 REAL ESTATE FOR RENT

Housemate Wanted To Rent Unfurnished bdrm. in home. \$220 mo. 270-708-9829

0670 BUSINESS MALES/OFFICES

FAIR-HIT BUILDING 131 Nelson St. Two suites available 295 & 1,068 sq. ft. Furniture Ready 270-442-5474

0910 GOVERNMENT EMPLOYMENTS

WILL-LIFE JOBS! Great Pay and Benefits. No Experience Necessary. The ticket to a dream job might really be a scam. To protect yourself, call the Federal Trade Commission toll-free, 1-877-FTC-HELP, or visit www.ftc.gov. A public service message from The City of Paducah's Paducah Sun and the FTC.

0635 ROOMS FOR RENT

SEEKING IS BELIEVING! Don't buy property based on pictures or representations. For free information about avoiding time-waste and real estate scams, write the Federal Trade Commission at Washington, DC 20580 or call the National Fraud Information Center, 1-800-876-7060.

0910 BUSINESS OPPORTUNITIES

AAA Slow-A-Way Storage wishes to notify occupants of units:

123 Keith Donelson, 443 Christie Bliss, 166 David Vankate, 570 Brenda Faulstich,

Brady#1012, John Jones #94, Robert Smith #25, Kyle Littenberg#1059, Emerald Park#1041, Lisa

Storage Unit Auction: Premier Storage, 3250 Key Dr. Paducah, KY 42003, (270) 415-9472 will conduct a public auction, Thursday, 02-18-2021 @ 4:00 PM. Personal property stored in the bonding units will be sold on-site to satisfy owners' liens. Tarmy Darnell #1085, Larry Williams #1022, Jamie Bazzon #1045, Joseph Thweat #1039, Bob Abbott#1016 & 1039, Carl Bradley #1003, Edmund

The City of Paducah, Engineering Department will receive bids for the City of Paducah's 2021-2022 Resurfacing Program at 2:30 P.M., February 25, 2021. All bids received will be publicly opened and read aloud. VIA Zoom. Copies of specifications may be obtained at the office of the Engineering Department located in City Hall, or by calling 270-444-8511. More information regarding this project may be found at the City of Paducah's website: www.paducah.gov under Request for Bids.

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Now available Classified Specialist
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Monday-Friday 8AM-4:30PM
Call Joji at 270-575-8705

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LEGALS
0955
AAA Slow-A-Way Storage wishes to notify occupants of units:
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Agenda Action Form

Paducah City Commission

Meeting Date: March 9, 2021

Short Title: Approve AFSCME Contract to be Effective July 1, 2021 - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information:

A few highlighted changes in the new contract are:

- Vacation Article is updated to match the accruals of other non-union City employees.
- There were a few language cleanup changes related to schedules, supervisory titles, jury duty, and final check payouts.
- A full-day of work has been defined as the number of hours in an employee's regular schedule, either eight (8) or ten (10), which will be used when calculating the number of consecutive days worked.
- The City agreed to give its current team members preference in appointment in a vacant union represented position, and will give all internal applicants an interview and practical exam when applicable.
- Base wages were increased based on market survey data as listed below; as well as cost of living adjustments over the next three years to be two and a half, three, and two percent each fiscal year. (FY22 = 2.5%. FY23 = 3.0%, and FY24 = 2.0%)

Proposed Job Title	Percent Increase
Custodian/Collector	3.00%
Laborer	5.49%
ROW Maintenance Person	5.49%
Solid Waste Truck Driver	8.60%
Concrete Finisher	3.00%
Maintenance Technician	3.00%
Traffic Technician	3.00%
Floodwall Operator	5.75%
Compost / Equipment Operator	7.70%

- The overall financial impact for the three-year period of the contract will be approximately \$1.7 million for wages and related fringe benefits associated with the changes.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve the contract changes with AFSCME effective July 1, 2021.

Attachments:

1. ORD AFSCME 2021-2024
2. AFSCME Contract 2021 - 2024 FINAL

ORDINANCE NO. 2021-_____-_____

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

WHEREAS, the City and the American Federation of State, County, and
Municipal Employees, AFL-CIO, Local 1586, (AFSCME) desire to enter into a contract
concerning wage rates and other conditions of employment; and

WHEREAS, the duration of said contract is from July 1, 2021 through
June 30, 2024; and

WHEREAS, the City and AFSCME mutually agree to the terms of this
contract.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
between the City of Paducah and American Federation of State, County, and Municipal
Employees, AFL-CIO, Local 1586, (AFSCME), effective July 1, 2021 through June 30,
2024.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by the Paducah Sun, _____
\\ord\contract-AFSCME (2021-2024)

AGREEMENT

BETWEEN

THE CITY OF PADUCAH

AND

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

AFL-CIO, LOCAL 1586

JULY 1, 2021 – JUNE 30, 2024

Table of Contents

CONTRACT.....	3
PREAMBLE.....	3
1. UNION SECURITY.....	3
2. DISCIPLINE.....	4
3. GRIEVANCE AND MEDIATION PROCEDURE	5
4. PLEDGE AGAINST DISCRIMINATION AND COERCION	6
5. VACATION	7
6. SICK LEAVE.....	7
7. HOLIDAYS	9
8. JURY DUTY	9
9. UNION BUSINESS.....	9
10. SAFETY COMMITTEE.....	10
11. SAFETY SHOES & CLOTHING	10
12. HOURS OF WORK	10
13. SEVERABILITY	13
14. WAIVER IN EMERGENCY	14
15. LABOR/MANAGEMENT MEETINGS	14
16. DEFINITIONS.....	15
17. MANAGEMENT RIGHTS.....	16
18. WORK RULES	16
19. CIVIL SERVICE PROTECTION	17
20. TEMPORARY ASSIGNMENT	17
21. MISCELLANEOUS	18
22. OUTSIDE CONTRACTING	19
23. SAFETY.....	20
24. PROBATIONARY PERIOD.....	20
25. CONTINUITY OF OPERATION.....	20
26. WAGE AND BENEFITS.....	20
27. INDIVIDUAL AGREEMENT.....	22
28. DURATION	22
SIGNATURE PAGE.....	24

CONTRACT

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

PREAMBLE

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

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

1. UNION SECURITY

A. RECOGNITION

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

B. MEMBERSHIP DUES DEDUCTION

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

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

2. DISCIPLINE

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

- iii. Suspension
- iv. Termination

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

3. GRIEVANCE AND MEDIATION PROCEDURE

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

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

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

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

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

mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

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

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

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

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

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

4. PLEDGE AGAINST DISCRIMINATION AND COERCION

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

B. The City agrees not to interfere with the rights of an employee to become a member of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or any of its

supervisors and agents against any employee because of union membership or because of any activity in an official capacity on behalf of the Union.

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

5. VACATION

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

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

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

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

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

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

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

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

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

6. SICK LEAVE

A. Employees shall be entitled to accrue sick leave time. The accrual rate of sick leave shall be at the rate of one and one half (1 1/2) working days for each month of service. A month in which a salaried

employee is paid for fifteen (15) days or more and a daily or hourly employee is paid for twelve (12) days or more, shall be considered a month of service.

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

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

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

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

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

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

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

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

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

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

provide a medical statement beyond the twelve months, required by City Policy and Procedures governing sick leave abuse.

7. HOLIDAYS

A. The following days shall be recognized as holidays:

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

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

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

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

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

8. JURY DUTY

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

9. UNION BUSINESS

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

10. SAFETY COMMITTEE

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

11. SAFETY SHOES & CLOTHING

A. The City agrees to make available to each employee covered by this contract a \$300 boot allowance each year, to be included in the employees' pay on the second paycheck immediately following July 1 each year. Footwear must be worn at all times per City PPE policy, and must comply with OSHA 1910.136 or ANSI Z41-1991 to qualify for reimbursement.

B. Janitorial/Custodial personnel may be exempted from wearing safety shoes if approved by the HR Director and they will not receive the allowance listed above.

C. Outdoor clothing shall be issued at hire date and replaced on three (3) year cycles.

12. HOURS OF WORK

A. DEFINITIONS

1. The payroll week shall consist of seven days extending from Thursday at 12:01 am. To Wednesday 12:00 am. Unless it is changed to an alternative seven day period by City Commission ordinance.

2. The normal workweek shall consist of forty (40) hours within the payroll week.

3. The normal workweek shall also be Monday through Friday; however, supervision may schedule an employee for other than Monday through Friday when deemed appropriate.

4. The normal workday shall consist of eight (8) hours of work, or a normal schedule of four (4) consecutive ten (10) hour days.

5. Employees may be assigned to work a flexible work schedule that provides for irregular starting times.
6. The City will make every effort to notify an employee one week in advance before making a work schedule change, but as a minimum twenty four (24) hours in advance.

B. OVERTIME

1. Employees who work more than forty (40) hours in any one-payroll week shall be paid one and one half times the base straight time hourly rate for all excess hours worked.
2. For the purposes of calculating overtime, Bereavement Leave shall be considered "hours worked."
3. Employees required to work more than nine full days straight will be compensated at two times the base straight time hourly rate for all hours worked beginning with the 10th day and continuing until the employee receives a full day off. A full day shall be defined as an employee working the number of hours in their regular scheduled shift. A shift is either eight (8) hours or ten (10) hours depending on their schedule.
4. When an employee is called in and required to work overtime, he shall receive a minimum of two (2) hours of overtime at one and one-half his regular straight-time hourly rate, regardless of whether such employee works two full hours or not. During said two hour period of time he may be subject to more than one assignment. In the event the employee works beyond two (2) hours during the same overtime period, said employee shall receive time and one-half for each hour or part of an hour after the two (2) hours period expires. Employees receiving call out pay will be paid time and one-half for the duration of the call out assignment regardless of any leave taken during the pay cycle in which the call out occurs, including: sick leave, vacation leave, jury duty, etc. Employees who have served suspension without pay during the FLSA work cycle in which call out occurs will be ineligible for time and one-half rate of pay.
5. Employees who work overtime shall not be required to take time off to offset the overtime worked, although the employee may request time off at an alternate time during the work week in lieu of compensation for the extra hours of work, subject to supervisory approval. In the event the employees who work extended overtime are required by the City to take rest time off from the job, the employees shall be compensated at their regular straight time rate for any such rest time which extends into their next regular shift. Employees shall not be required to take vacation time as compensation for said rest time.
6. As needed, employees will be required to work hours in excess of that set forth herein, and will receive pay at the overtime rate as set out in subsection 1 above. When an employee is scheduled for overtime work he will be paid not less than two (2) hours. During said two (2) hour period he may be subject to more than one assignment.

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

- h. It is understood that allowances for overtime differences due to special work requirements and/or emergencies may be necessary. However, such allowances will be discussed with the Union.
 - i. Overtime for all employees will be equalized on January 1 and July 1 of each year.
9. All employees must provide a telephone number where they may be called for overtime purposes. Failure on the part of the employee to keep the City informed of his/her current address and telephone number or place at which or through which he/she might be contacted shall relieve the City of its responsibility in calling an employee for overtime work.
10. An employee who is required to work overtime and who works ten (10) or more continuous and successive hours, excluding the scheduled meal time, will be allowed a sufficient time and arrangements shall be made for him/her to have time to eat within the hour thereafter, and no time will be deducted for such meal period during such overtime work, it being understood that the period will be made as short as possible, and in no case to exceed thirty (30) minutes. An additional meal allowance will be allowed for each four hours of consecutive work performed thereafter. The City shall provide food and drinks at mealtime for employees when working overtime as referenced in this paragraph. This provision does not apply to a four (4) day, ten (10) hours/day work week schedule of an employee.
11. No employee will be required to work through the scheduled lunch period, except that any employee who works through the scheduled lunch period at the request of the City will be paid for the lunch period, provided however, that an employee's lunch break shall not be deemed passed until he/she has been working on the job for a period of one and one-half hours past the mid-point of his/her work shift. No employee shall be forced to take an early time off to compensate him/her for time worked during a lunch period.
12. There shall be no changing of starting time in order to avoid the payment of overtime.

C. LUNCH AND BREAK PERIODS

Employees shall be granted two (2) paid fifteen (15) minute work breaks, one occurring in the first half of the shift and the second occurring in the second half of the work shift. Employees shall be granted an unpaid lunch period of thirty (30) minutes. Included in these times is travel time to and from the job site.

13. SEVERABILITY

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

the parties hereto agree to negotiate a substitute for the invalidated article, paragraph or portion thereof

14. WAIVER IN EMERGENCY

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

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

15. LABOR/MANAGEMENT MEETINGS

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

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

1. Discuss the administration of this Agreement.
2. Notify the Union of proposed changes by the Employer, which shall affect bargaining unit members.
3. Discuss grievances that have not been processed beyond the final step of the grievance procedure.

4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. To consider and discuss health and safety measures relating to employees.
7. Other matters mutually agreed upon.

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

16. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

17. MANAGEMENT RIGHTS

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

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

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

18. WORK RULES

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

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

C. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to

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

19. CIVIL SERVICE PROTECTION

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

20. TEMPORARY ASSIGNMENT

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

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

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

21. MISCELLANEOUS

- A. The Union and bargaining unit employees shall have access to Union bulletin boards for the purpose of posting Union and other notices. All postings shall have the department director's stamp of approval for posting. It is understood that no material may be posted on any bulletin boards by the Union which contain (a) personal attacks on any other member or any other employee; (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials; and (c) attacks on and/or favorable comments regarding a candidate for public office.
- B. At least once each quarter the City will provide electronically to the Treasurer of the Union a roster of employees, showing the date hired, classification, department, home address with phone and designating those employees for whom the Union has not provided dues payroll authorization forms to the City. The Union shall furnish the City with a quarterly up to date list of names of Union executive board members, in writing, to the City Manager.
- C. Accredited representatives of AFSCME, whether local, district council, or international representative shall have the full and free access to the premises of the City, involving work areas of bargaining unit employees and City Administrative offices at City Hall for the purpose of attending meetings, discussing personnel matters, contract disputes with City officials or department heads, safety inspections or alleged violations of the contract, subject to prior notification and approval of the City and with the understanding that work time interference will be kept at a minimum.
- D. Supervisory personnel may perform non-supervisory work as time permits. However, it is understood that a supervisor has primary responsibility in supervising employees and facilitating them in the accomplishment of their work.
- E. The City and the Union agree that employees work primarily in their classifications. However, employees may be required to assist others in their department and such work may or may not be in their classification. Nothing herein entitles Bargaining Unit employees to perform work for other City employees that are performing minor maintenance, cleanup or incidental work related to the other City employees job, e.g., hanging pictures, painting , moving furniture, lawn care, washing vehicles, cleaning restrooms, etc. Training and safety will be primary considerations by management in the assignment of work in all departments throughout the City.
- F. The City will permit vending machines to be installed in all departments for the benefit of the employees.
- G. Whenever practical the City shall place tops and windshields on equipment to protect employees from adverse weather conditions.
- H. The City shall furnish and maintain individual lockers for all employees covered by this Agreement.

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

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

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

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

22. OUTSIDE CONTRACTING

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

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

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

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

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

23. SAFETY

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

24. PROBATIONARY PERIOD

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

25. CONTINUITY OF OPERATION

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

26. WAGE AND BENEFITS

A. Life Insurance

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

B. Wages

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

CLASSIFICATION	Hourly Rate as of 12-19-20	July 2021 (FY22) + 2.5%	July 2022 (FY23) + 3.0%	July 2023 (FY24) + 2.0%
MAINTENANCE TECHNICIAN	\$20.52	\$21.66	\$22.31	\$22.76
TRAFFIC TECHNICIAN	\$20.52	\$21.66	\$22.31	\$22.76
FLOODWALL OPERATOR	\$20.53	\$22.25	\$22.92	\$23.38
COMPOST / EQUIPMENT OPERATOR	\$20.36	\$22.48	\$23.15	\$23.61
CONCRETE FINISHER	\$20.36	\$21.50	\$22.14	\$22.58
ROW MAINTENANCE PERSON	\$19.24	\$20.80	\$21.43	\$21.86
SOLID WASTE TRUCK DRIVER	\$19.09	\$21.25	\$21.89	\$22.32
LABORER	\$17.90	\$19.37	\$19.95	\$20.35
JANITOR / COLLECTOR		\$18.91	\$19.48	\$19.87

2. Each employee shall receive longevity pay of seven dollars (\$7.00) per month for each year of continuous service up to and including twenty (20) years.

3. Payment for such service shall commence in the anniversary month of service. All vacation time, sick leave and authorized leave of absence shall constitute service for the purpose of this provision.

4. Graduated Wage Scale will apply to all employees hired after January 30, 1998. Graduated Wage Scale will apply to (all) classifications. Graduated Wage Scale will start on the newly Hired employee's date of hire with a minimum hire rate of 80% of maximum, and increase 5% every six months until the employee reaches 100%.

As an example:

Initial hire rate 80%

Six month anniversary 85%

Twelve month anniversary 90%

Eighteen month anniversary 95%

5. The City may hire new employees into skilled positions at wage rates between 80% and 100% of the full wage for the position needing to be filled, based upon the relevant qualifications of the applicant. In the event an employee is hired above 80% of the wage rate for a position, the City agrees to consider the qualifications of incumbent employees in the same position for consideration of pay equity for comparable qualifications. In all cases when an employee is hired above the 80% wage rate for a given position the City will provide written notice to the Union.
6. Employees leaving the City due to resignation, retirement, or termination will receive all monies currently due him on the next pay period. Payroll can NOT be completed for any terminated employee until all City issued clothing/equipment is certified as returned by the appropriate supervisor.
7. If an error results in an employee receiving less pay than is due him, the error will be corrected on the employee's next paycheck. Hardship cases, those with a net error of \$200 or greater with base pay and for other than overtime calculations, will result in the City providing a make-up check on the next business day after notification of the error.
8. Employees who work on the evening or night shift shall receive a shift premium of thirty five (35) cents per hour for work performed on the evening shift, and a premium of fifty (50) cents per hour for work performed on the night shift.
9. The City will pay all employees bi-weekly by direct deposit to an approved financial institution of their choosing.

27. INDIVIDUAL AGREEMENT

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

28. DURATION

A. The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of July 1, 2021, and shall remain in full force and effect through the 30th day of June, 2024.

B. Negotiations

1. Between November 1 and 15, 2023 either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2024. Failure to reach tentative agreement in this timeframe will

result in a ninety (90) day suspension of negotiations. On or about June 1 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for thirty (30) days. If there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for ratification vote.

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

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of _March, 2021. This agreement shall become effective upon signature of the parties.

For The City of Paducah, Kentucky

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

George Bray, Mayor

David Shockley, President

WITNESS:

Brian Green

Jarred Griffin